City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Meeting Agenda

Immediately Following the 5:30 PM CRA Meeting* *Request to Table Item 10E

Monday, March 23, 2026

6:00 PM

Council Chambers, City Hall

City Council

Shannon M. Martin, Mayor

Jolien Caraballo, Vice Mayor, District IV
Stephanie Morgan, Councilwoman, District I
Dave Pickett, Councilman, District II
Anthony Bonna,Sr., Councilman, District III

Please visit www.cityofpsl.com/tv for new public comment options.

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

7.a	Award Contract #20260050 for Full Time Armed Security Guard Services.	**2026-223**
7.b	Approve The 2026 Saints Golf Course Charity No-Fee Golf Tournament Participants	**2026-226**
7.c	Recommendation for Appointments to the Surtax Oversight Committee.	**2026-275**
7.d	Ratify Amendments #1, #2, and #3, and Approve Amendment #4 to Contract #20240115 for City Hall Lobby, Restrooms, Storefronts and Added Parking.	**2026-247**
7.e	Approval to Participate in the Sourcewell Cooperative Contract RFP #101221-SPL for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies under City Contract #20260185.	**2026-261**
7.f	Award Contract #20250193 for MIDFLORIDA Event Center Catering Contract to NV & VD, LLC.	**2026-293**
7.g	Award Contract #20260079 for Glades Wastewater Treatment Facility Deep Injection Well No. 2.	**2026-248**
7.h	Approve Amendment #1 to Contract #20240112 for Construction Manager at Risk (CMAR) Services for Torino Regional Park Phase 1.	**2026-283**

7.j Approve Amendment #1 to Contract #20230044 for Construction Engineering Inspection (CEI) Services for the Westport Wastewater Treatment Facility Nutrient Reduction Improvement Project. **2026-262**

7.i Approving the USA BMX Affiliation and Sanction Agreement for the BMX Facility at Tradition Regional Park **2026-296**

7.k Approve Sole Source Contract #20260158 for Fingerprint Capture and Enhancement System Core with Foster & Freeman USA Inc. **2026-285**

8. Second Reading of Ordinances

9. Other Public Hearings

10. First Reading of Ordinances, Public Hearing

10.a Ordinance 26-24, Public Hearing, an Ordinance Amending Chapter 153, “Definitions” and Section 158.233, “Zoning Code”, of the Code of Ordinances of the City of Port St. Lucie. (P25-215). **2026-263**

10.b Ordinance 26-25, Public Hearing, An Ordinance Amending Title XV, “Land Usage”, Chapter 158, “Zoning Code”, Article VI “Open Space Districts” of the Code of Ordinances of the City of Port St. Lucie by Amending Section 158.100 to Add Enclosed Assembly Area as a Special Exception Use in the Open Space Recreational (OSR) Zoning District (P26-030). **2026-287**

10.c Ordinance 26-26, Public Hearing, Abandoning a Portion of a Twenty (20) Foot Wide Rear Utility and Drainage Easement Affecting Lot 27, Block 2966, Port St. Lucie Section Forty-Three, According to the Plat thereof, as Recorded in Plat Book 16, Pages 15, 15A through 15L, of the Public Records of St. Lucie County, Florida. **2026-264**

10.d Ordinance 26-27, Public Hearing, an Ordinance Amending the Comprehensive Plan of the City of Port St. Lucie to Include a Small-Scale Amendment to the Future Land Use Map to Change the Future Land Use Designation of Approximately 8.03 Acres from Residential Golf Course (RGC) to General Commercial (CG) for a Parcel Legally Described as Parcels 1, 2, 3, and 4, Central Park Commercial Plat, as Recorded in Plat Book 135, Pages 39 through 41, Inclusive, of the Public Records of St. Lucie County, Florida, in the City of Port St. Lucie, Florida, Located at the Northwest Corner of the Intersection of Crosstown Parkway and Verano Parkway (P26-008). **2026-265**

10.e Ordinance 26-28, Public Hearing, an Ordinance Authorizing the Issuance of not to Exceed $75,000,000 in Aggregate Principal Amount of City of Port St. Lucie, Florida Special Obligation Refunding Revenue Bonds, Series 2026 to Refund a Portion of the City's Outstanding Special Assessment Refunding Bonds, Series 2016 (Southwest Annexation Special Assessment District No. 1) and a Portion of the City's Outstanding Taxable Special Obligation Refunding Revenue Bonds, Series 2017, in Order to Achieve Debt Service Savings and to Provide Funding for the Torino Regional Park Project; Providing for a Covenant to Budget and Appropriate Legally Available Non-Ad Valorem Revenues to Pay the Principal of, Redemption Premium, if Any, and Interest on the Bonds; Providing for Certain Rights of the Holders of Such Bonds; and Providing an Effective Date **2026-228**

11. Resolutions

11.a Resolution 26-R21, a Resolution Regarding Reimbursement of Certain Costs Relating to the Acquisition, Construction and Equipping of Various Capital Improvements to the City’s Water and Wastewater Utility System, Providing for Conflict; Providing for Severability; Providing an Effective Date. **2026-253**

11.b Resolution 26-R22, Authorizing the Final Acceptance of Public Roadway Improvements for SW Anthony F. Sansone Sr. Boulevard - Phase 3 (P23-167), Constructed by Sansone Group, LLC. **2026-242**

11.c Resolution 26-R23, Regarding Reimbursement of Certain Costs Relating to Capital Improvements for the Torino Regional Park Project. **2026-271**

11.d Resolution 26-R24, Authorizing the Final Acceptance of Public Roadway Improvements for Crosstown Parkway Extension, Segment 2A (P22-020), Constructed by DK Central Park, LLC. **2026-300**

11.e Resolution 26-R25, Florida Inland Navigation District Waterways Assistance Grant FY 2025-2026 **2026-284**

12. Unfinished Business

13. New Business

14. City Manager's Report

15. Councilmembers Report on Committee Assignments

16. Public to be Heard - (if necessary as determined by City Council at conclusion of public to be heard)

17. Adjourn

Notice: No stenographic record by a certified court reporter will be made of the foregoing meeting. Accordingly, if a person decides to appeal any decision made by the City Council, board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

Notice: Public and Press are invited to review all the backup for Council Meetings. Copies are available in the City Clerk's Office on Wednesday, Thursday, Friday, and Monday before Council Meetings. On Meeting nights, a copy of backup material is available in the reception area of City Hall for public review. Please leave the agenda and backup material in good order for others to review.

Notice: Anyone wishing to speak during Public to be Heard and/or on any Agenda Item is asked to fill out a white 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.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding should contact the City Clerk's Office at 772-871-5157.

As a courtesy to the people recording the meeting, please turn all cell phones to silent or off. Thank you.

Agenda Summary

2026-223

Agenda Date: 3/23/2026 **Agenda Item No.:** 7.a

Placement: Consent Agenda

Action Requested: Motion / Vote

Award Contract #20260050 for Full Time Armed Security Guard Services.

Submitted By: India Barr, Procurement Contracting Officer, II, Procurement Management Division (PMD).

Strategic Plan Link: The City's Goal of safe, clean, and beautiful.

Summary Brief (Agreements/Contracts only)

1. Prepared by: India Barr, Procurement Contracting Officer II, PMD.
2. Parties: City of Port St. Lucie and All Florida Security Services, Inc.
3. Purpose: To provide for an Armed Security Guard presence at the MIDFLORIDA Event Center (MFEC) as well as Parks and Recreation (P&R), to help ensure the safety of staff, guests, and City Property.
4. New/Renewal/Modified: New.
5. Duration: The Initial term of the Contract is for three (3) years from the execution date with three (3) one-year renewal options.
6. Benefits to Port St. Lucie: The implementation of enhanced security measures will provide strengthened safety for City staff, MFEC guests and clients, and improved monitoring and protection of City property.
7. Cost to Port St. Lucie (Annual and Potential): Estimated annual expenditure will be approx. $150,000.00 to be shared between MFEC and Parks & Rec. Future expenditures will be appropriated in each fiscal year Budget.

Presentation Information: N/A.

Staff Recommendation: Move that the Council award Contract #20260050 for Full Time Armed Security Guard Services to All Florida Security Services, Inc.

Alternate Recommendations:

1. Move that the Council amend and approve the recommended proposal.
2. Move that the Council reject all proposal and provide staff direction to resolicit or cancel the Request for Proposals.

Background: The MFEC is now entering its third year of providing Armed Security Services, following the initial implementation of this need in October 2023. In 2021, the facility received a comprehensive threat assessment from the Port St. Lucie Police Department outlining several security deficiencies, primarily related

to multiple high-traffic entry points and blind spots within the CCTV system. The findings of this assessment and a series of documented security concerns, led to the need to implement greater security measures. In close collaboration with the Police Department, MFEC engaged a security contractor on a one-year trial basis to evaluate operational effectiveness, as MFEC was the first City facility to utilize an outside armed security agency to address these broader safety concerns. Since implementation, the results have been significant. MFEC has recorded an approximate 95% reduction in incidents and disruptive behavior within the parking garage, previously the most persistent trouble area, greatly improving safety for both staff and visitors. Additionally, the presence of professional armed security has reduced the need for City staff (who are not trained in self-defense or de-escalation techniques) to intervene in potentially volatile situations. Overall, the program has proven to be a tremendous success. Based on these results, MFEC is now seeking to establish a long-term contract to ensure these security services remain in place to meet the facility's operational and public safety needs for the foreseeable future.

An RFP was issued on November 18, 2025 to 905 potential Vendors, there were 15 applicants and 11 proposals submitted on December 24, 2025. Of the eleven proposals received, six were deemed responsive. PMD held an evaluation committee meeting on March 5, 2026. The Evaluation Committee scored the proposals as follows:

#1 Ranked Proposal: All Florida Security Services, Inc. - 93.8
#2 Ranked Proposal: Excelsior Defense, Inc. - 84.6
#3 Ranked Proposal: Veterans Security Corps of America, Inc. - 83.0
#4 Ranked Proposal: A & Associates - 80.6
#5 Ranked Proposal: DEM Staffing, LLC - 74.4
#6 Ranked Proposal: Eagle Security Services, Inc. - 71.0

PMD began negotiations with the top ranked proposer, All Florida Security Services, Inc. After negotiations an agreement was reached in acceptance of their proposal.

Issues/Analysis: Staff has reviewed the proposals and recommend entering into a contract with All Florida Security Services, Inc.

Financial Information: Annual expenditures will be shared between MFEC and Parks & Recreation and are appropriated in the: General Fund / MIDFLORIDA Event Center / Other Contractual Services (Account #001-7500-534000-00000); General Fund / P&R Recreation Event Center / Other Contractual Services (Account #001 -7503-534000-00000); and General Fund / P&R Fitness Center / Other Contractual Services (Account #001-7502-534000-00000).

Special Consideration: N/A.

Location of Project: MIDFLORIDA Event Center and surrounding grounds.

Attachments:
1. Notice of Intent to Award.
2. Proposals Submitted Report.
3. Evaluation Analysis Report.
4. Signed Contract.

5. Recommended Proposal.
6. RFP Documents.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25280-14.

Legal Sufficiency Review:
Reviewed by KeAndrea Davis, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

City of Port St. Lucie
Procurement Management Division
India Barr, Procurement Contracting Officer, II
121 SW Port St. Lucie Blvd,, Port St. Lucie, FL 34984
(772) 871-5223

NOTICE OF INTENT TO AWARD

RFP No. 20260050

Armed Security Guard Services

RESPONSE DEADLINE: December 24, 2025 at 3:00 pm

Thursday, March 5, 2026

Thank you for submitting an offer in response to 20260050 Armed Security Guard Services. The City has evaluated all submittals received in response to the solicitation and intends to award a contract to:

- All Florida Security Services, Inc. – Score 93.8

Unsuccessful offeror(s):

- Excelsior Defense, Inc. – 84.6
- Veterans Security Corps of America Inc. - 83
- A & Associates – 80.6
- DEM Staffing, LLC. – 74.4
- Eagle Security Services, Inc. - 71

Please Note: The Notice of Intent to Award (NOIA) is not notice of an actual contract award; instead, the NOIA is notice of the City's expected. Contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, Section 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

Protest Process

Proposers should familiarize themselves with the procedures set forth in City Code of Ordinances, Section 35.15.

Once again thank you for participating in this solicitation and for your interest in doing business with the City.

Sincerely,

India Barr, Procurement Contracting Officer, II



Armed Security Guard Services

RFP # 20260050

Proposal Submission Deadline: December 24, 2025 – 3:00 PM

Proposals Submitted: 11

Vendor	Status	Submission Date	No Bid Reason
A & ASSOCIATES	Submitted	12/8/2025 17:34	N/A
All Florida Security Services, Inc.	Submitted	12/24/2025 13:14	
ALL STAR SECURITY SERVICES	Submitted	12/24/2025 14:59	
DEM Staffing Llc	Submitted	12/23/2025 14:39	
Eagle Security Services, Inc.	Submitted	12/24/2025 13:53	
Emprise Partners LLC	Submitted	12/24/2025 15:00	
Excelsior Defense, Inc.	Submitted	12/23/2025 8:37	
MARC SECURITY SERVICES LLC	Submitted	12/24/2025 14:35	
The Hot Water People	No Bid	11/18/2025 15:05	We do not offer the products or services sought
US Security	Submitted	12/24/2025 10:23	
Veterans Security Corps of America Inc	Submitted	12/22/2025 12:29	
Veterans Tactical Solutions LLC	Submitted	12/21/2025 18:18	

City of Port St. Lucie
Procurement Management Division
India Barr, Procurement Contracting Officer, II
121 SW Port St. Lucie Blvd,, Port St. Lucie, FL 34984

EVALUATION TABULATION

RFP No. 20260050

Armed Security Guard Services

RESPONSE DEADLINE: December 24, 2025 at 3:00 pm

Report Generated: Thursday, March 5, 2026

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Qualifications/Experience	Points Based	30 *(30% of Total)*

Description:

- This section outlines the professional qualification, specialized experience, expertise, and qualifications of the company. Include formal education credentials, specialized training, and recognized certifications that demonstrate proficiency. Include a brief history of the Proposer (years in business, annual volume of work over past five (5) years, company ownership, officers, etc.), Identify whether these key individuals gained experience within the company or outside the company and with whom, years worked. Include an organizational chart and/or workflow chart to identify each key role. Relevant detailed overview of professional roles held, highlighting responsibilities, accomplishments, and career progression. References on from five (5) existing firms to which it has provided these services in the past five (5) years or which it is under Contract for such services presently.

Criteria	Scoring Method	Weight (Points)
Licensing, Background Checks and Staff Training	Points Based	25 *(25% of Total)*

Description:
Security Guard licensing, background checks, ongoing training programs.

Licensing: All security personnel must hold valid and current **state-issued security guard licenses** in accordance with applicable laws and regulations. Vendors are responsible for maintaining documentation of licensing and ensuring guards remain in good standing throughout the contract term.

Background Checks: Vendors must conduct thorough **background investigations** on all assigned personnel, including criminal history, employment verification, and reference checks. Documentation of completed background checks must be available upon request to confirm compliance and suitability of staff.

Ongoing Training Programs: Security personnel must participate in **continuing education and training programs** to maintain professional standards. Training should include, at minimum:

- Emergency response procedures
- Customer service and communication skills
- Workplace safety and hazard awareness
- Updates on relevant laws, regulations, and best practices
- Open Carry - Interested parties must include in their response the measures they have taken with their staff to inform and train them on the change in rules correctly, and what is acceptable behavior while carrying vs. not carrying, etc.

The vendor shall provide records of training completion and ensure that all guards remain current with required certifications and professional development.

Criteria	Scoring Method	Weight (Points)
Service Approach & Methodology	Points Based	25 *(25% of Total)*

Description:
Reporting systems such as “Belfry” or “like” competitors are required. Proposers shall include a detailed overview of which reporting system they intend to use in their proposal. Patrol procedures, incident response, reporting protocols.

Criteria	Scoring Method	Weight (Points)
Value Added Services	Points Based	15 *(15% of Total)*

Description:
Use of Mobile Apps, GPS Tracking, Customer Service Enhancements.

Criteria	Scoring Method	Weight (Points)
Local Preference	Points Based	5 *(5% of Total)*

Description:
City Code of Ordinances, Section 35.14, Local Preference in Purchasing or Contracting. Scored by PMD

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Total Score (Max Score 100)
All Florida Security Services, Inc.	82	96	98	95	98	**93.8**
Excelsior Defense, Inc.	90	90	92	74	77	**84.6**
Veterans Security Corps of America Inc	85	90	88	64	88	**83**
A & ASSOCIATES	83	88	78	65	89	**80.6**
DEM Staffing Llc	81	88	65	60	78	**74.4**
Eagle Security Services, Inc.	65	88	72	62	68	**71**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications/Experience Points Based 30 Points (30%)	Licensing, Background Checks and Staff Training Points Based 25 Points (25%)	Service Approach & Methodology Points Based 25 Points (25%)	Value Added Services Points Based 15 Points (15%)	Local Preference Points Based 5 Points (5%)	Total Score (Max Score 100)
All Florida Security Services, Inc.	28.2	24.4	22.6	13.6	5	**93.8**
Excelsior Defense, Inc.	27.6	21.6	22.4	13	0	**84.6**
Veterans Security Corps of America Inc	27.2	21	21.8	13	0	**83**
A & ASSOCIATES	26	19.6	21.6	13.4	0	**80.6**
DEM Staffing Llc	21.6	21.2	20	11.6	0	**74.4**
Eagle Security Services, Inc.	20.6	21.8	18.8	9.8	0	**71**

INDIVIDUAL PROPOSAL SCORES

A & ASSOCIATES

Qualifications/Experience | Points Based | 30 Points (30%)

Evaluator 1: 25

Has longstanding full time contracts with large businesses and government agencies in the Florida area. Upper management has decades of experience and has programs for continuous training of all staff.

Evaluator 2: 27

Strong qualifications and experience

Evaluator 3: 30

Very thorough.

Evaluator 4: 21

15+ years continuous operation, owners have direct involvement in company, demonstrates long term compliance and financial responsibility. Principals hold multiple certifications with 25+ years in law enforcement support, private security, operations & financial management. Principle holds a BS in Criminal Justice. Focus on gov't. clients.5 year revenue trend shows 5 years growth & stability. Formal education credentials & specialized training for key personnel include Active Shooter CE Certification.

Evaluator 5: 27

Based on their proposal, A&A has been providing security services for approx 23 years and possesses a leadership team with over 75 years of combined experience. Mgmt appears to be based in West Palm, which is a bit removed from PSL and raises questions on Mgmt control from that distance. One reference was received from the solicitation, score came back at 35 out 40.

Licensing, Background Checks and Staff Training | Points Based | 25 Points (25%)

Evaluator 1: 20

Licensing and background checks are part of the hiring process. Basic training in operations for reporting patrolling are conducted. Opportunities for more advanced training are provided along with continued training on procedures. Did not see the measures for staff training on Open Carry.

Evaluator 2: 23

Licensing and compliance met

Evaluator 3: 13

The proposal outlines our needs as being for unarmed officers. This does not meet our needs. Very good in the training plan.

Evaluator 4: 19

Maintains all required state licenses & certifications to operate in Florida, all armed personnel hold valid & current state issued firearms licenses which are monitored through internal compliance systems. Company provides structured training programs. Require mandatory annual recertification for armed personnel. Firearms proficiency verified bi-annually. Background check provided by third party. missing detailed log of training.

Evaluator 5: 23

Their background check process appears to be rigorous, as does their training regimen. What was not clear to me was that they had all of the required licenses and types of officers who would be working at our facility, nor did I see in their supplied documentation

any reference to training pertaining to how to manage the State of Florida's new carry policy, which has been a point of contention here in the very near past.

Service Approach & Methodology | Points Based | 25 Points (25%)
Evaluator 1: 23
Utilized online reporting along with GPS tracking. Patrol procedures were listed. Provided examples of reports but not detailed in how App work or if outside reports can be included
Evaluator 2: 24
Comprehensive services model with GPS
Evaluator 3: 20
Meets all requirments except in the armed category.
Evaluator 4: 16
Uses Belfry reporting system, patrol verification using GPS tracking. Provides daily activity & incident reports with time stamped documentation & photographic evidence. Offers a real-time portal for clients access to schedule & reports. Company uses on-site geofencing to monitor officers.
Evaluator 5: 25
They have a very robust Daily Activity/Security Report method that appears to be employed, along with a Geo-Fencing component.

Value Added Services | Points Based | 15 Points (15%)
Evaluator 1: 15
Utilized GPS points for tracking patrols and an online reporting process called Silvertrac.
Evaluator 2: 14
Strong tech driven services with GPS
Evaluator 3: 15
Very high marks for customer service training
Evaluator 4: 9

Uses Belfry reporting system, integrated tech tools, GPS-enabled patrol verification and Geofencing to ensure officer on-site prior to clock-in. 24/7 supervisory oversight.

Evaluator 5: 14

Their use of technology is apparent in the examples they provided in their submission. They also have a component of "public-facing" customer service training as outlined in their training regimen.

Local Preference | Points Based | 5 Points (5%)

Evaluator 1: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 2: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 3: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 4: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 5: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

All Florida Security Services, Inc.

Qualifications/Experience | Points Based | 30 Points (30%)

Evaluator 1: 25

Administration has over a decade of experience in this field along with other fields related to security. The staff has training requirements prior to employment and after. The references were not detailed in which services were provided.

Evaluator 2: 29

Strong local experience and clear structure

Evaluator 3: 29

Solid all the way around

Evaluator 4: 28

AFS presents as a locally owned, Florida-licensed security agency with 15+ years of operations, municipal incumbency since Oct 2023, and a training-forward, compliance-oriented methodology strengthened by in-house instructor credentials and technology-enabled reporting. Ownership is stable and hands-on; financials show sufficient annual volume to support staffing and supervision.

Evaluator 5: 30

All aspects of All Florida's submittal for this category meet the required consideration points. They provided a clear organizational structure and a specific action plan outlining the day-to-day liaison among their management team, on-site security staff, and our personnel. Based on my direct knowledge of their operations, their experience primarily includes public-facing security services; routine coordination with City representatives and external agencies such as PSLPD; strict adherence to agreed-upon, documented post orders; and consistent, coherent incident documentation, with routine evaluation of escalation protocols. They possess over 15 years of operational experience within the City. Three of their references responded to Procurement's inquiry, and each provided a perfect score.

Licensing, Background Checks and Staff Training | Points Based | 25 Points (25%)

Evaluator 1: 25

Staff is required to pass background checks and have licenses according to laws and regulations. Continued training after employment is conducted including open carry certifications.

Evaluator 2: 24

Full licensing compliance with rigorous structure

Evaluator 3: 25

Meets all criteria. The continued training sessions and covering regular target practice is a great benefit.

Evaluator 4: 24

Structured & Documented:• Mandatory monthly CE (e.g., Active Shooter, Legal Framework, Professionalism)• Annual recertifications: Handcuffing, Baton, Pepper Spray, CPR/AED, Stop the Bleed• Bi-annual firearms proficiency with target photo verification• CE certificates maintained digitally• Internal compliance tracking via ADP & Belfry

Evaluator 5: 24

Florida's background screening process, as outlined in its bid, meets the primary requirements. They implement a robust training regimen, as detailed in their proposal, and as the incumbent, I have personally observed portions of this training conducted on-site at our facility. Their training program also includes "Open Carry Awareness" instruction—an important and increasingly relevant topic that we have had to address at the MFEC over the past year.

Service Approach & Methodology | Points Based | 25 Points (25%)

Evaluator 1: 15

Belfry is utilized for reporting which includes GPS location and online entry. Service methodology was not relayed clearly.

Evaluator 2: 24

Disciplined patrol and incident protocols

Evaluator 3: 25

Meets all requirements.

Evaluator 4: 24

AFS leads in training rigor and technology integration, offering monthly CE, advanced recertifications, and a robust compliance matrix supported by Belfry's GPS/NFC system.

Evaluator 5: 25

Their overall staffing plan and service approach align with the requirements outlined in the RFP. Based on our experience as the incumbent, they use the Belfry reporting system, completing one cumulative daily report in addition to two end-of-shift reports. Incident reports are submitted promptly as issues arise, and there is consistent adherence to agreed-upon, documented post orders and patrol schedules.

Value Added Services | Points Based | 15 Points (15%)

Evaluator 1: 12

Belfry is utilized for reporting which includes GPS location and online entry. Service methodology was not relayed clearly.

Evaluator 2: 14

Tech driven enhancements with mobile apps

Evaluator 3: 14

Meets all the requirments.

Evaluator 4: 14

Uses Belfry reporting system, integrated tech tools, GPS-enabled patrol verification and Geofencing to ensure officer on-site prior to clock-in. 24/7 supervisory oversight.

Evaluator 5: 14

Their use of current technology to deliver timely daily and incident reports exceeds industry standards. I also know firsthand that a significant portion of their routine training focuses on public-facing protocols—an essential component for a highly trafficked facility such as ours. Additionally, their “Tab 4” Value-Added Services section was robust, especially in the areas of Ancillary Services, Supervisory Monitoring, and Operational Flexibility.

Local Preference | Points Based | 5 Points (5%)

Evaluator 1: 5

“Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 2: 5

“Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 3: 5

“Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 4: 5

“Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 5: 5

“Local Business,” as defined in Code of Ordinances, Section 35.14

DEM Staffing Llc

Qualifications/Experience | Points Based | 30 Points (30%)
Evaluator 1: 26
The company has been in operation for 5 years with a variety of event based coverage.
Evaluator 2: 27
Strong qualifications and experience
Evaluator 3: 14
While there were a lot of resumes of staff included. I didn't get see a clear workflow organizational chart anywhere. Did not see 5 references.
Evaluator 4: 21
Org chart and resumes; no 5-year revenue disclosed.
Evaluator 5: 20
DEM appears to be approximately six years old, placing it just above the minimum experience requirement. Resumes for what I believe to be the administrative staff were included; however, no organizational chart, workflow diagram, or chain-of-command structure was provided to clearly define key roles and reporting relationships. Given that DEM is based in West Palm, there was also no detail outlining their communication process or action plan for managing and overseeing security staff remotely. This lack of clarity makes it difficult to assess how operational oversight and responsiveness would be handled from a distance. Four of their references responded to the inquiry, and each of those four respondents gave them a perfect score.

Licensing, Background Checks and Staff Training | Points Based | 25 Points (25%)
Evaluator 1: 20
Guards are required some basic certifications upon hiring. Little detail on continued training procedures
Evaluator 2: 23
Licensing and compliance met
Evaluator 3: 22
Seems solid in this regard.
Evaluator 4: 18

Licensing & checks; annual refreshers/CPR; Open Carry awareness mentioned but light on specifics.

Evaluator 5: 23

Their background check process hits all the marks, including the National Sexual Predator Database. Their licensing and training protocols all appear adequate, including the training in and around FL open carry law.

Service Approach & Methodology | Points Based | 25 Points (25%)

Evaluator 1: 20

Utilizes RFID for patrol check in coordination with the Belfry system. Would "install" RFID checkpoints

Evaluator 2: 24

comprehensive services and patrol plan

Evaluator 3: 20

Wasn't a lot of detail about how they utilize their Belfry system.

Evaluator 4: 14

Manual DARs; limited tech detail; platform not named

Evaluator 5: 22

DEM references the use of RFID scans for patrol routes and makes a brief, one-time mention of the Belfry reporting system; however, they provide limited detail regarding how the system would be fully utilized or what enhanced capabilities it would offer. Their patrol procedures and overall statement of work generally align with the scope outlined in our solicitation.

Value Added Services | Points Based | 15 Points (15%)

Evaluator 1: 15

Uses Belfry app with GPS tracking to submit reports.

Evaluator 2: 14

Tech driven with gps

Evaluator 3: 9

Moderate amount in this category

Evaluator 4: 7

Minimal value-add tech.

Evaluator 5: 13

Their value-add section is fairly robust... RFID / GPS / Quartety Analysis Reports / and Emergency Notification Integration.

Local Preference | Points Based | 5 Points (5%)

Evaluator 1: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 2: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 3: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 4: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 5: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Eagle Security Services, Inc.

Qualifications/Experience | Points Based | 30 Points (30%)

Evaluator 1: 15

Eagles general information form states that the business has been in operation for 10 years but does not reflect this in the proposal. Only found 4 references submitted.

Evaluator 2: 27

Strong municipal experience and staffing

Evaluator 3: 18

not really an organizational flow chart and only 3 references

Evaluator 4: 21

Organizational and leadership history; limited education and revenue specifics.

Evaluator 5: 22

While their executive summary effectively highlighted key factors and made them easy to discern, it provided limited insight into management's credentials/acquired experience and into the proposed organizational structure, including reporting lines. This is a critical consideration given that the firm appears to be based in Palm Springs and is not local, raising questions about how reporting relationships and management oversight would be handled remotely. Of the three references provided, one responded and rated them 39 out of 40.

Licensing, Background Checks and Staff Training | Points Based | 25 Points (25%)

Evaluator 1: 20

The administration and staff are required to have background screening in accordance with regulations. Ongoing training is conducted however no demonstration of what training is conducted.

Evaluator 2: 23

Compliance with licensing and insurance

Evaluator 3: 25

Satisfactory

Evaluator 4: 18

• State licensing (Class D/G)• Mentions annual firearms qualification• Limited detail on continuing education or advanced modules Licensing & checks; annual firearms/CPR; no Open Carry module described.

Evaluator 5: 23

Their background checks appear consistent with other respondents, with the added inclusion of screening through the National Sexual Predator/Sex Offender Database—something not all respondents specifically noted in this section. However, regarding ongoing training, they did not mention any training related to Florida's carry laws.

Service Approach & Methodology | Points Based | 25 Points (25%)
Evaluator 1: 20
Will utilize Belfry or an equivalent approved platform suggesting that these practices are not currently followed.
Evaluator 2: 24
Clear patrol plan and risk management
Evaluator 3: 20
Said they would use something like Belfry but doesn't appear to be part of their methodology
Evaluator 4: 15
Manual DARs and incident logs• No mention of GPS or client portal• Relies on supervisor spot checks
Evaluator 5: 15
This security provider did not clearly specify the reporting system they would utilize, stating only that it would be “Belfry or equivalent.” Additionally, they did not provide real-time examples or sample reports demonstrating what their daily communications would look like. I view this as very important tool that is not only used by the Security provider, but our staff when these have to be forwarded to Risk Mgmt or PD. Without that level of detail, it is difficult to fully understand what would be delivered to us, and that uncertainty is reflected in my scoring for this section.

Value Added Services | Points Based | 15 Points (15%)
Evaluator 1: 10
Will utilize Belfry or an equivalent approved platform suggesting that these practices are not currently followed.
Evaluator 2: 14
Tech Driven reporting
Evaluator 3: 9
Forward facing customer training
Evaluator 4: 8
Limited tech/value-adds.

Evaluator 5: 8

While Tab 4 in their proposal indentifies the content therein as "Value Added Services", on review, a good portion of what is there in my view does meet the criteria as outlined for this section.

Local Preference | Points Based | 5 Points (5%)

Evaluator 1: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 2: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 3: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 4: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 5: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Excelsior Defense, Inc.

Qualifications/Experience | Points Based | 30 Points (30%)

Evaluator 1: 30

25 years of experience and primary staff recruitment is from military background. References are from city or county facilities.

Evaluator 2: 28

Strong municipal experience and strong leaders

Evaluator 3: 30

They have a complete workflow and current references including FPUA

Evaluator 4: 26

Org basics and leadership experience; less detail on formal education and 5-year revenue.

Evaluator 5: 24

The company management structure and qualifications appear adequate and meet the stated criteria. I do, however, have concerns about their location, as they do not appear to have a local operation or management team on the Treasure Coast; they appear to be mostly west coast- and central FL-based. As for references, they had three respondents to Procurement's survey. All three said they would contract with them again; however, one of the respondents gave what I would estimate as an average rating on "reliability," which raises a touch of concern.

Licensing, Background Checks and Staff Training | Points Based | 25 Points (25%)

Evaluator 1: 20

All guards and staff adhere to strict background and certifications prior to hire. Training for assignment is layed out. The continued education and training is not completely explained.

Evaluator 2: 24

Full compliance with licensing and screening

Evaluator 3: 22

On paper they seem to do thorough training initially but nothing about ongoing training.

Evaluator 4: 20

• State licensing compliance • Annual firearms qualification• Includes CPR/AED and First Aid• Mentions “ongoing professional development,” but lacks granular CE topics Excelsior Defense offers a middle ground: some tech and training detail, but less transparency on CE depth and insurance endorsements.

Evaluator 5: 22

From appearances, they meet all the required background checks, but fell slightly short in training, as I did not see in their supplied documentation any reference to training pertaining to how to manage the State of Florida's new carry policy, which has been a point of contention here in the very near past.

Service Approach & Methodology | Points Based | 25 Points (25%)

Evaluator 1: 25

Connecteam is utilized for scheduling, reporting and logs are all accessible by the city

Evaluator 2: 24

strong operational plan with GPS reporting

Evaluator 3: 25

Will have both hard copy and digital post orders on ConnectTeams software

Evaluator 4: 18

• Digital reporting system (unnamed)• Mentions mobile app for officers• No explicit GPS/geofence or client portal features

Evaluator 5: 20

They appear to be using a system called Connect Teams for their real-time reporting (which I'm not familiar with), and only at a very high level, based on the provided overview. More details or examples of what the reports would look like, their frequency, would have been more helpful in evaluating this section.

Value Added Services | Points Based | 15 Points (15%)

Evaluator 1: 15

Connecteam and GPS is utilized

Evaluator 2: 14

Tech driven with real time reporting

Evaluator 3: 15

They use GPS in their software and thorough training about onsite needs including customer service

Evaluator 4: 10

Mentions mobile app; limited GPS detail.

Evaluator 5: 11

They employ a geo-fence tracking system; there were no other "Customer Service Aspects/Enhancements" that stood out to me.

Local Preference | Points Based | 5 Points (5%)

Evaluator 1: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 2: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 3: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 4: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 5: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Veterans Security Corps of America Inc

Qualifications/Experience | Points Based | 30 Points (30%)

Evaluator 1: 30

Veterans has been in business for 16 years with a staff that is highly certified prior to employment. References are comparable to our facility.

Evaluator 2: 28

Strong municipal experience

Evaluator 3: 28

Overall good. Felt the workflow was a little sparse

Evaluator 4: 23

Veteran-owned; org chart; military leadership; revenue not detailed.

Evaluator 5: 27

The Veterans' submittal for this category meets most of the required consideration points. Although they are based in Fort Lauderdale, they provided a clear organizational structure and chain-of-command chart, along with a specific action plan outlining the day-to-day liaison between their management team, on-site security staff, and our personnel. They are currently contracted with St. Lucie County and therefore possess familiarity with the local area and operating environment. The combined experience of their management team exceeds 150 years. Five references were provided; one responded and scored them 38 out of 40.

Licensing, Background Checks and Staff Training | Points Based | 25 Points (25%)
Evaluator 1: 20
Staff is highly qualified and undergoes mandatory checks compliant with regulations. Little description of continued training.
Evaluator 2: 24
Full Compliance with licensing and screening
Evaluator 3: 20
Satisfactory, would have liked to see more info on training programs
Evaluator 4: 18
Licensing & checks; firearms/CPR; CE noted, Open Carry not expanded
Evaluator 5: 23
Veteran's proposal outlines all required licensing and credentials, as well as a comprehensive background check process, including screening through the National Sexual Predator Database. Their training regimen appears to be consistent with industry standards and comparable to other proposers. However, there was no reference to specific training or staff awareness related to Florida's new carry laws—an issue that remains a particularly relevant and sensitive topic for our facility, as noted in previous comments.

Service Approach & Methodology | Points Based | 25 Points (25%)
Evaluator 1: 20
Uses Belfry app for reporting and logging day to day operations. Described supervisor as part of daily operations but left unclear as to whether this position is included in the pricing.
Evaluator 2: 24
Clear patrol plan

Evaluator 3: 25

Uses Belfry

Evaluator 4: 15

Manual/basic reporting; platform not named

Evaluator 5: 25

Veteran's provided a detailed Service Approach and staffing plan that closely mirrors our stated needs. They also included sample daily activity reports and outlined how patrol tracking, staffing data, and incident reporting are managed and documented through the Belfry system.

Value Added Services | Points Based | 15 Points (15%)

Evaluator 1: 15

Utlizes Belfry and GPS for reporting along with body cameras.

Evaluator 2: 14

Tech driven integration and gps tracking

Evaluator 3: 15

GPS and geofencing via Belfry

Evaluator 4: 8

Limited tech/value-adds documented

Evaluator 5: 13

There was no specific section in their proposal addressing "Value Added Services." However, certain elements typically associated with that category—such as app-based reporting and GPS tracking—were referenced within other sections of the proposal.

Local Preference | Points Based | 5 Points (5%)

Evaluator 1: 0

Not "Local Business," as defined in Code of Ordinances, Section 35.14

Evaluator 2: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 3: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 4: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

Evaluator 5: 0

Not “Local Business,” as defined in Code of Ordinances, Section 35.14

CITY OF PORT ST. LUCIE
CONTRACT #20260050
Full Time Armed Security Guard

This CONTRACT executed this _____ day of _____, 2026, 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," and **All Florida Security Services, Inc.** 6971 Hancock Drive, Port St. Lucie Florida 34952- (772)595-5335, hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

SECTION I: RECITALS

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

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor for Full Time Armed Security Guard Services, as well as other tasks more specifically described in this Contract; and

WHEREAS, Contractor is qualified, willing, and able to provide the Work specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Work specified and in the amount as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part hereof for reference.

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 with read receipt, or by Fed-EX, UPS, courier or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

A. The same day, if sent via email with read receipt.

B. Within one (1) day in the case of overnight hand delivery, courier, or services such as Fed-Ex or UPS with guaranteed next day delivery; or,

C. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Contractor:

Richard Stein
All Florida Security Services, Inc.
6971 Hancock Dr.
Port St. Lucie, Florida 34952
772-595-5335
richard@securityinflorida.com

City Contract Administrator:

India Barr, Procurement Contracting Officer II
Procurement Management Division
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
772-344-4055
ibarr@cityofpsl.com

City Project Manager:

David Stonehouse, Director
Mid Florida Events Center
9221 SE Event Center Place
Port St. Lucie, FL 34952
772-204-7104
dstonehouse@cityofpsl.com

SECTION III:
DESCRIPTION OF SERVICES TO BE PROVIDED

This specific work that the Contractor has agreed to perform pursuant to the E-RFP #20260050, Armed Security Guard, including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference for the City.

ADDITION OF LOCATIONS

During the term of the Contract, the City of Port St. Lucie may require armed security services at additional locations beyond those listed in this Solicitation. In such cases, a City representative may request a price quote from the Awarded Bidder for coverage at the new location(s).

The City reserves the right to:

Award the additional location(s) to the Awarded Bidder based on the quoted price,

All additions of locations authorized by the City shall be formalized through a Contract Amendment issued by the City's Procurement Department

The MIDFLORIDA Event Center (MFEC)

Statement of Work/Presence/Equipment Requirements:

1) **Shift Hours - MFEC** - 1 Armed Security Guard to be centrally stationed at the MFEC main lobby desk. The hours of the assignment are Monday through Friday, 8:00 a.m. – 9:00 p.m., and 9:00 a.m. to 6:00 p.m. on Saturday and Sunday. Monday through Friday time frames will require two shifts. Further detail regarding hours, holidays, etc. is covered in the "Hours & Holidays" section below.

2) **Primary Role - MFEC** - The primary role for this assignment will be based out of the lobby area (which is where this position will be based), and will consist of the following duties:

> Monitor the facility's robust security camera system for activity that is either against the stated rules and regulations of the City's facility, or for illegal and/or unsafe conduct in general.

> The Security professional will also be visually monitoring the foot traffic that enters the shared lobby space (**MFEC** (Event Center) and **P&R** (Parks & Recreation Facility) for anyone demonstrating to be unsafe or not authorized to be in the building at that time.

> When witnessing unsafe behavior or violations, the Security guard is to engage the individual(s) to cease the activity that could be dangerous to others, and if not, ask that they immediately leave the premises. If refused, the Security Guard will be authorized to immediately contact the Port St. Lucie Police Department (PSLPD) should the Security Guard deem the situation to be beyond their ability to manage.

> The use of force, of any kind, should always be a last resort, except if there is a direct discernible threat to the Security Officer, staff, patrons, or City property. A de-escalation plan, along with a daily action plan, will be developed and reviewed with the Security Company when the contract is awarded. Interested parties need to provide details on the level of "de-escalation training" their Security Guards receive through their own onboarding. Proof of de-escalation training as part of your staff onboarding is an absolute requirement.

> Assist with evacuations and lockdown situations as may be required. Immediately report emergencies and/or security breaches to designated personnel.

> Provide a visible security presence to deter illegal and/or inappropriate behavior. De-escalate situations and manage conflicts in a professional manner.

3) **Patrols / MFEC** - The Security Guard for each of the two shifts will perform the following:

> 4 interior patrols along with 4 exterior patrols for a total of 16 surveillance patrols during the assignment hours Monday through Friday, 8:00 a.m. – 9:00 p.m., and 9:00 a.m. to 6:00 p.m. on Saturday and Sunday. These daily patrols will include both the interior spaces and the exterior property surrounding both the Event Center and the Parks & Rec Facility. While on interior patrols, the Security guard will be checking that all doors identified to be secured are in fact locked and that there are no individuals in these areas who are otherwise not authorized.

> In addition, this will also include the interior and exterior spaces of the adjacent warehouse and the 6-level parking garage. For the exterior patrols, the area is approximately 40 acres connected by roads and sidewalks. The patrol will consist of the interior spaces of the adjacent parking garage and warehouse, along with the outlying areas that range from Village Green Drive (east end of the property) out to Federal Highway (west end of the property). To facilitate this patrol in a timely and efficient manner, a marked "Security" Golf Cart will be provided and operated by the Security Guard in a safe and effective manner.

> All patrol routes will be established in advance with the primary point of contact, and must be documented to be included in the daily report for that facility.



4) **Daily Activity Reports** – The Security Company will provide a daily activity report/log every morning before 9 a.m. via email to the necessary identified points of contact(s) for that location. These activity reports will detail the previous day's patrols, observations, if any, and any incidents. These reports need to include: 1) the number of tours completed, along with the times they were conducted; 2) total incidents, if any, and, if incidents should occur, a detailed recount of what occurred, and the action that was taken to resolve; 3) photographs from bodycams when relevant. Reporting systems such as "Belfry" or "like" competitors are required. In your bid, please include a detailed overview of which reporting system you intend to use.

5) **Reporting Lines - MFEC** - The Security Officer and their Company will report directly to the Event Center's Director, Assistant. Director or Deputy Director for general oversight, changes in schedules, questions, and overall management while on the property. Also, while on duty, the Security Guard should ALWAYS remain responsive to any MFEC and P&R staff member for assistance if any type of security concern should present itself.

6) **Hours & Holidays MFEC** - Requires a Security Guard present Monday through Friday, 8:00 a.m. – 9:00 p.m., and 9:00 a.m. to 6:00 p.m. on Saturday and Sunday.

All workday shifts should include a half-hour lunch. The city observes 12 holidays where Security Guard services will not be required. Additionally, for the purposes of this bid, looking at a work year of 365 days, minus the 12 holidays, that leaves approximately 353 workdays. This could vary as needed. Submissions need to include the hourly rate for the above-mentioned hours. Should overtime be required (which may occur), please clearly state what those charges will be and how they will be calculated. For consideration, we require a transparent pricing structure with detailed breakdowns as necessary.

Other Requirements :

1) **Background Checks** -The Security Contractor shall require that all of its employees have passed and possess: A) Level I background checks, as described in section 435.03, Florida Statutes; B) National Sexual Predator Database Screening; C) Nationwide Comprehensive and Criminal Background search; D) Private Security license verification; E) Drug test (officer, by policy, are subject to random drug testing}. In addition, the Security Company shall require that those of its staff who will be deployed at either the MFEC or P&R facilities also possess State of Florida Security Guard Class-D & G licenses. The attainment of these background verifications and licenses is the responsibility of the Security Company that will be bidding for this contract. The City will incur no costs in the attainment of any of the above. When awarded, this documentation will need to be produced to the City and approved before any of the contingent Security staff can perform any security services at the MFEC and P&R facility. Contingent staff shall include any employees, agents, representatives, or subcontractors that will, or could, provide any services related to the City under the Security Agreement that will be in place.

2) **Appearance, Equipment & Approach** - The Security Officer needs to present themselves professionally with the following requirements: 1) consistently badged uniform that clearly identifies them as a Security Officer; 2) protective vest/body armor; 3) handcuffs; 4) non-lethal pepper spray; 5) a Class-G-approved firearm with additional reloads; 6) body Camera to be worn at all times while on duty, easily activated when necessary, and provides for the ability to transfer any captured video to either Event Center and P&R staff as needed; 7) Carry a Two-way radio (to be supplied by the Event Center) for efficient communication with staff onsite. Other equipment, such as a taser and/or an expandable baton, etc., can also be worn at the discretion of the Security Company based on their assessment of their own officers' needs. All of this equipment (other than the facilities' 2-way radio and MFEC golf cart) is to be supplied by the Security Company.



It will also need to be understood that both locations are highly trafficked facilities for the benefit of the citizens of the City of Port St. Lucie. Interested parties can, and should, expect that their staff will have a high degree of interaction with our staff, along with visitors and guests throughout both facilities. The Security company's employees, while on City property, will conduct themselves in the utmost professional manner, behave in a way that is friendly, polite, approachable, and keeps the mission, vision, and values of the City of Port St. Lucie at the forefront of their decision-making and in how they engage with staff and the public.

Lastly, the landscape has now changed in Florida's position involving "open-carry." Interested parties must include in their response what measures they have taken with their staff to properly inform and train them on the change of rules, and what is acceptable behavior while carrying vs. not, etc.

3) **Security Pool Staffing & Rotation** - The Security Company will need to maintain an active pool of at least 4 cleared and validated Security guards for the MFEC location. All will need to meet the above qualifications, so they might step in to work if the primary Security guard team cannot be present due to sickness, vacations, etc. This is to ensure there is no lapse in coverage during the hours that have been identified.

4) **Business License & Insurance** - For the purposes of this bid, interested parties will need to possess the following: **A)** current Florida business license; **B)** Commercial General & Professional Liability Insurance; **C)** Workers' Compensation Insurance & Employer's Liability; **D)** Business Automobile Liability Insurance (for the operation of the City's Security Golf Cart); **E)** the necessary tax filing information / W9.

5) **Keys & Security FOB** - Each Security personnel will be issued their own individual key FOB and standard access keys for the entire facility. They cannot be shared, and the safekeeping, along with the prompt return of these items (to the MFEC offices) should there be a change in personnel, is the sole responsibility of the security contractor. Failure to do so promptly will result in the Security contractor incurring replacement costs, including the cost of re-keying locks if necessary, and/or may be considered in breach of this contract.

6) **City of PSL Police Department / Rules of engagement/Orientation**. The awardee will be required to attend a "rules of engagement/interactions" meeting with the City's Police representatives before any services can be rendered. The attendees required will be MFEC and P&R management, the Security Companies owner/operator, and ideally at least two of the security personnel who will be assigned to each location. This meeting will outline the following protocol for when incidents occur: 1) proper communication lines between armed Security personnel and PD; 2) escalation parameters; and 3) the thresholds for use of force.

All workdays should include a half-hour lunch. The City observes 12 holidays where Security Guard services will not be required. Additionally, and for the purposes of this bid: looking at a work year of 365 days, minus the 12 holidays, that leaves approximately 353 workdays. This could vary as needed. Submissions need to include the hourly rate for the above-mentioned hours. Should overtime be required (which may occur), please clearly state what those charges will be and how they will be calculated.

SECTION IV:
TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate three (3) years thereafter on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered 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 V:
RENEWAL OPTION

In the event the Contractor offers in writing, prior to the termination of this Contract, to provide the identical services required in this Contract for up to three (3) additional one (1) year periods for a total charge that is acceptable, then the City, without additional bidding or negotiation, may decided to so renew. Any renewal will be accomplished in a Contract Amendment.

SECTION VI:
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per hourly basis.

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. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent, 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 determined by mutual agreement of the parties before starting the work involved in the change. 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 Manager shall be final and conclusive.

SECTION VIII:
CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Solicitation and Specifications on file in the Procurement Management Division of the City. All documents submitted by the Contractor in relation to said bid, 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 IX:
INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise



or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor's control in connection with the Contractor's performance of services under this Contract. To that extent, Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent, laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION X:
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

SECTION XI:
INSURANCE

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 and 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 sovereign 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 and/or 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.

1. Workers' Compensation Insurance & Employer's Liability: 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 shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

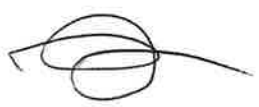
2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) 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. Coverage shall apply on a primary and non-contributory basis. 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. 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.

   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 shall be listed as additional insured and shall include Contract #20260050 – Full Time Armed Security Guard Services."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. All notices shall be sent to the Procurement Management Division, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984. 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.

4. Business Automobile Liability Insurance: 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 non-contributory basis.

5. Waiver of Subrogation: By entering into this Contract, Contractor agrees 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.

6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City of Port St. Lucie reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of Contract. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured, without the language, "when required by written contract." If Contractor, any independent contractors, and/or any subcontractors 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 may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but is not obligated, 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.

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

SECTION XII:
ACTS OF GOD

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



Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, 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 make immediate contact 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 XIII:
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 or entity 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 the above parties is hereby expressly waived.

SECTION XIV:
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.

SECTION XV:
PUBLIC RECORDS

Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The Contractor and any 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 Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Laws. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, Contractor agrees to comply with all public records laws, specifically to:

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

A. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.

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

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

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

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

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.

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

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

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

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

TRADE SECRETS

Any material submitted to the City that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, the Contractor shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City for records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or

authorized in writing by the Contractor. Contractor shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

SECTION XVI:
SCRUTINIZED COMPANIES

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XVII:
CONTRACT ADMINISTRATION

Amendments. The City and the Contractor agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

Fiscal Year- All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Joint Venture. Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors, or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors, including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Performance by Industry Standards. The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

Permits, Licenses, and Certifications. The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's Contract, and return it with the signed contract and insurance documents.

Use of Name or Intellectual Property. Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the City.

Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

SECTION XVIII:
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.

Professional Standards – All work performed by the Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

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 agrees 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 are 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 himself 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 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. Tee shirts with obscene pictures or writings shall not 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.

Permits - The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's contract, and return it with the signed Contract and insurance documents

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies. Contractor 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 public entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies – If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the 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(s) are advised that nothing contained in the Contract or specifications shall create any contractual relations between the City and subcontractor(s) of the Contractor.

Labor and Equipment – The Contractor shall utilize experienced personnel 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.

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, bitumen's, 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 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 it 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 structure, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Contractor shall provide workmen that shall make do 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 341984-5099 (772) 871-5175

SECTION XIX:
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required materials have 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 materials have 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 VI. However, if, upon 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 it 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 monies 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 XX:
LICENSING

Contractor warrants that it and its employees possess all licenses and certifications necessary to perform required work and is not in violation of any laws. Contractor warrants that such licenses and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XXI:
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets – The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40 CFR 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the Contract.

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

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



SECTION XXII:
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. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty. The City's consent to any assignment is strictly conditioned upon the third party assuming all obligations under the Contract as it exists at the time of the assignment and/or assumption. Contractor shall ensure that any business transaction complies with the terms of this section, and failure to so comply shall render any alleged assignment and/or assumption void.

SECTION XXIII:
TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law, to the extent allowed by applicable federal or state law, including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state laws;
V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;
VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
VII. The Contractor furnished any statement, representation, or certification in connection with the Contract, which is materially false, deceptive, incorrect, or incomplete.

Notice of Default. Except in the case of an irreparable or irreversible breach, default, or noncompliance, which shall be governed as provided below, if there is a default, breach, or noncompliance event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach, default, or noncompliance be remedied within the period specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the City may:

I. Immediately terminate the Contract without additional written notice(s); and/or
II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may 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.

Irreparable or Irreversible Breach, Default, or Noncompliance. The parties agree that there may be certain breaches, defaults, or acts or omissions of noncompliance that are, by their very nature, irreparable or irreversible. In the event of a breach, default, or noncompliance that is irreparable or irreversible, the City may immediately terminate this Contract upon notice of its decision to exercise this termination right, without providing prior notice or a remedy period. Whether a breach, default, or noncompliance is irreparable or irreversible will be determined in the sole discretion of the City.

Termination for Convenience. The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least thirty (30) days' prior written notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.

Conversion of Termination for Cause to Termination for Convenience. If the City terminates this Contract for cause, and the basis for such termination is later found to be insufficient, than the termination shall automatically convert to a termination for convenience. In such an instance, the notice provided in the Notice of Default or Irreparable or Irreversible Breach, Default, or Noncompliance sections shall serve as the City's notice for termination for convenience.

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 dollars ($100.00) as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed. The parties agree that this amount represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of City's actual damages at the time of contracting. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount thereof. This shall be the City's sole remedy as to these delays. Any other provision herein that provides for multiple, alternative, discretionary, or cumulative relief, shall not apply to this paragraph.

SECTION XXIV:
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City effective the last date for which funding was appropriated and that no charges, penalties, or other costs shall be assessed.

SECTION XXV:
LAW, VENUE, AND WAIVER OF JURY TRIAL

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, arising out of this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

The parties to this Contract hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXVI:
CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor 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 Contractor shall terminate its relationship with the other client(s) 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 Contractor shall disclose all its Treasure Coast clients and related Scope of Work.

SECTION XXVII:
PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXVIII:
ATTORNEY'S FEES

Each party is responsible for its own attorney's fees for any action arising from or related to this Contract. Each party expressly waives any right to seek attorney's fees from the other party, regardless of the source of such right.

SECTION XXIX:
CODE OF ETHICS

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXX:
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXXI:
SEVERABILITY

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

SECTION XXXII:
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; original estimates; estimating worksheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

SECTION XXXIII:
FORCE MAJEURE

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes, and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with, provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXIV:
CONSTRUCTION
N/A

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XXXV:
E-VERIFY

The Contractor agrees to comply with section 448.095, Florida Statutes, including the following:

A. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. The Contractor must provide the City with sufficient proof of compliance with this provision before beginning work under this Contract.
B. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontractor with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
C. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
D. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If the City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
E. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of the contract.
F. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

SECTION XXXVI:
NON-EXCLUSIVITY

The Contractor acknowledges and agrees that this Contract is non-exclusive.



SECTION XXXVII:
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION XXXVIII:
COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

SECTION XXXIX:
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

(balance of page remains intentionally blank)



IN WITNESS WHEREOF, the parties have executed this Contract, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Purchasing Agent

ALL FLORIDA SECURITY SERVICES, INC.

By: _____
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF St Lucie)

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization, this 5 day of MARCH, 2026 by RICHARD STEIN who is [X] personally known to me, or who has [ ] produced the following identification:

_____.

JEAN LOWE
Notary Public - State of Florida
Commission # HH 715797
My Comm. Expires Sep 1, 2029
Bonded through National Notary Assn.

NOTARY SEAL/STAMP

Jean Lowe
Signature of Notary Public

JEAN LOWE
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires:

[ALL FLORIDA SECURITY SERVICES, INC.] RESPONSE DOCUMENT REPORT

RFP No. 20260050

Armed Security Guard Services

RESPONSE DEADLINE: December 24, 2025 at 3:00 pm

Report Generated: Tuesday, December 30, 2025

All Florida Security Services, Inc. Response

CONTACT INFORMATION

Company:
All Florida Security Services, Inc.

Email:
richard@securityinflorida.com

Contact:
Richard Stein

Address:
6971 Hancock Drive
Port St Lucie, FL 34952

Phone:
(772) 595-5335

Website:
www.securityinflorida.com

Submission Date:
Dec 24, 2025 1:14 PM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Mandatory Forms

PROPOSAL UPLOAD*
MIDFL_RFP_20260050_All_Florida_Security_12-25.pdf
b_license.pdf
25-26_Business_License.pdf
Belfry_officer_app_guide.pdf
Belfry_ClientMaterials.pptx.pdf
Richard_Stein_Resume_2025.pdf
Tina_Stein_Resume_2025.pdf
AFS_Organization_Chart_2025.pdf
Active_Shooter_CE_Certificate.pdf
rs_licenses.pdf
References_midfl.docx
AFS_Training_&_Certification_Matrix_2025.pdf

CONTRACTOR'S GENERAL INFORMATION WORKSHEET*
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.

Please download the below documents, complete, and upload.

- PSL- Consultant's General I...

gen_info_wrkst.pdf

E-VERIFY FORM *
Please download the below documents, complete, and upload.

- E-Verify Form.pdf

EVERIFY.pdf

NON-COLLUSION AFFIDAVIT*
Please download the below documents, complete, and upload.

- Non-Collusion Affidavit-fil...

non_collusion.pdf

DEBARMENT FORM*
Please download the below documents, complete, and upload.

- Debarment form-fillable.pdf

debar.pdf

SUPPLIER LOCATION CERTIFICATION
Please download the below documents, complete, and upload.

- Supplier Location Certifica...

supp_loc_aff.pdf

COPY OF W-9*
2025_w9_signed.pdf

COPY OF CERTIFICATE OF INSURANCE*
coi_mid_fl_gl_25-26.pdf
MidFl_WC_25-26.PDF
coi_approv.pdf
LetterHead_Doc111_-_Copy.docx

COPY OF BID BOND *
mfec_check.pdf

2. Electronic Confirmation

CONE OF SILENCE AND COMMUNICATION DOCUMENT*
To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The “Cone of Silence” is in effect for this solicitation from the date the solicitation is advertised on the OpenGov Portal, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City Code of Ordinances, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through the Issuing Officer, for the procurement of these services.

Confirmed

DRUG FREE WORKPLACE*
The undersigned Contractor in accordance with section 287.087, Florida Statutes, hereby certifies that they comply fully with the below requirements.

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.

Confirmed

CONTRACTOR'S CODE OF ETHICS*
The City of Port St Lucie (“City), through its Procurement Management Division (“Procurement Management Division”) 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 Division requires each vendor who seeks to do business with the City to subscribe to this Contractor’s Code of Ethics.

- A Contractor’s bid or proposal will be competitive, consistent and appropriate to the bid documents.

♦ A Contractor 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.

♦ Contractor 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.

♦ Contractor will completely perform any Contract awarded to it at the contracted price pursuant to the terms set forth in the Contract.

♦ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the Contract.

♦ Contractor 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.

♦ Contractor 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.

♦ Contractor 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.

♦ Contractor 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, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor 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:

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

o 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.

o 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.

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

Confirmed

AFFIDAVIT OF NONGOVERNMENT ENTITY ANTI-HUMAN TRAFFICKING LAWS*
In accordance with section 787.06(13), Florida Statutes, the representative of the nongovernmental entity bidder ("Entity"), attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in section 787.06.

Confirmed

VENDOR SCRUTINIZED COMPANIES LIST CERTIFICATION*
Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/media/mqodaonn/2024_12_17_-israel-scrutinized-companies-list-for-web.pdf

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any

business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Confirmed

I CERTIFY THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS IN THIS SOLICITATION, AND THAT I AM AUTHORIZED TO SUBMIT THIS RESPONSE ON BEHALF OF MY COMPANY.*
Confirmed

PRICE TABLES

COST TABLE

Line Item	Cost Category	Amount	Unit	Unit Cost	Total
Detailed Cost Breakdown					
1	Security Guard Base Hourly Wage	1	Hourly	$32.49	$32.49
2	Uniform and Equipment	1	Per Guard	$490.00	$490.00
3	Training and Certification Cost	1	Per Guard	$810.00	$810.00
4	Security Guard Total Rate	1	Hourly	$32.49	$32.49

Line Item	Cost Category	Amount	Unit	Unit Cost	Total
Overtime - Hours Worked Beyond Scheduled Shift					
5	Overtime Rate	1	Hourly	$48.74	$48.74
TOTAL					**$1,413.72**

Request for Proposal:

Armed Security Guard Services

RFP No. 20260050

Submitted By:

All Florida Security Services, Inc.

Florida Licensed Security Guard Agency

Business Address:
6971 Hancock Drive
Port St. Lucie, FL 34952

Primary Contact:
Richard Stein, CEO
Phone: 772-595-5335
Email: Richard@SecurityInFlorida.com

Date of Submission:
December 24, 2025

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EXECUTIVE SUMMARY

All Florida Security Services ("AFS") respectfully submits this proposal to provide professional armed security guard services in accordance with the City's Request for Proposals (RFP). AFS is a Florida-licensed, locally operated security agency with a demonstrated commitment to public safety, accountability, and regulatory compliance. This proposal is submitted in full compliance with the City's electronic bidding requirements and reflects AFS's commitment to transparency, procedural adherence, and responsible stewardship of public resources.

AFS understands that public-sector security requires more than a visible presence; it requires reliable personnel, clear procedures, disciplined supervision, and defensible performance standards that protect the City, its residents, and its leadership. AFS has served as the City's incumbent security services provider since October 2023, with prior special event and concert security support dating back to 2021, delivering consistent and reliable service with no material service disruptions during that period. In recognition of its professionalism, service quality, and community trust, AFS has been named a "Best of the Treasure Coast" security provider for three consecutive years.

AFS's approach to municipal security services is grounded in disciplined operations, professional personnel, and transparent oversight. The company maintains enterprise-level administrative and human resources controls, including third-party background screening, employment eligibility verification, and ongoing compliance monitoring administered through ADP payroll and human resources systems, to support consistent personnel vetting and regulatory adherence.

Qualifications and Experience (Tab 1).
AFS offers a stable, professionally managed organization with clearly defined leadership, command structure, and operational oversight. The company maintains the administrative and supervisory infrastructure necessary to support municipal operations and assigns only qualified personnel directly responsible for contract execution. All required licenses, certifications, and regulatory documentation are actively maintained and monitored to ensure uninterrupted compliance.

Personnel Screening, Licensing, and Training (Tab 2).
AFS employs a structured personnel vetting process, including background investigations, license verification, and ongoing monitoring supported by internal controls and third-party verification systems. Assigned personnel participate in continuing training focused on emergency response, public interaction, workplace safety, and legal compliance. Special emphasis is placed on professional conduct and firearm responsibility to support public trust and risk mitigation in municipal environments.

Service Approach and Methodology (Tab 3).
AFS delivers security services through disciplined post operations, defined patrol procedures, and established incident response protocols. A professional electronic reporting system provides accurate, time-stamped documentation and supports transparency for City oversight. Supervisory

personnel actively monitor performance, review reports, and coordinate with City representatives to ensure consistent service delivery and rapid issue resolution.

Value-Added Services (Tab 4).

AFS incorporates value-added services that enhance accountability, oversight, and communication without creating dependency, complexity, or additional cost to the City. Technology-supported reporting, proactive supervision, structured communication protocols, and optional ancillary services support operational efficiency while maintaining City control.

Pricing and Cost Certainty (Tab 5).

AFS's pricing is complete, transparent, and inclusive of all costs required to perform the services described in this RFP. Labor, supervision, training, equipment, technology, and administrative support are fully incorporated, providing the City with cost certainty and a defensible basis for award.

In summary, All Florida Security Services offers the City a reliable, compliant, and professionally managed security partner. AFS's proposal reflects a clear understanding of municipal security requirements and a commitment to delivering services that support public safety, operational confidence, and responsible stewardship of public resources.

TAB 1 – QUALIFICATIONS

1.1 Company Overview

All Florida Security Services ("AFS") is a Florida-licensed, locally owned and operated security guard agency providing professional armed and unarmed security services to public-facing, regulated, and risk-sensitive environments. AFS maintains active compliance with all applicable federal, state, and local laws governing private security operations.

AFS was established in 2010 and has remained in continuous operation for over fifteen (15) years. The company is owned and operated by Richard Stein and Tina Stein, Florida-based principals with deep local ties and direct involvement in daily operations. Mr. Stein also founded and operates All Florida Bail Bonds Inc. (est. 1998), reflecting more than twenty-seven (27) years of continuous, regulated public-safety operations, organizational stability, and financial responsibility.

AFS's operational model is designed specifically for municipal and government clients requiring reliable coverage, disciplined personnel, transparent reporting, and local ownership oversight. Core services include armed security guard services, fixed-post coverage, patrol services, event security, and operations requiring coordination with municipal staff and local law enforcement.

1.2 Ownership, Leadership, and Organizational Structure

All Florida Security Services is privately owned and directly managed by its principals, who maintain hands-on operational oversight of all contracts. The company operates under a clearly defined organizational structure establishing unambiguous authority, accountability, and escalation pathways.

The structure includes executive leadership, operations management, field supervision, and administrative and compliance support. This command-driven framework supports rapid decision-making and consistent enforcement of standards across all posts and shifts.

An organizational chart illustrating key roles and reporting relationships is included with this proposal.

1.3 Relevant Experience and Capability

AFS has extensive experience providing security services in environments requiring heightened professionalism, frequent public interaction, and strict compliance standards, including public facilities, controlled access areas, and armed assignments requiring disciplined judgment and restraint.

Operational experience includes:
- Public-facing municipal security assignments
- Coordination with City representatives and external agencies
- Strict adherence to documented post orders
- Formal incident documentation and escalation protocols

• Audit-ready operations under municipal oversight
• Continuous service as the City's incumbent provider since October 2023

1.3.1 Annual Volume of Work

The table below reflects AFS's approximate annual gross revenue for the past five (5) years, based on internal financial records. Figures represent total security services revenue and are provided for qualification purposes only.

Year	Approx. Gross Revenue
2021	$899.000
2022	$1,523,000
2023	$1,252,000
2024	$1,345,000
2025	$1,700,000

Approximately **90% of annual revenue** is attributable to security guard services, including armed and unarmed fixed-post operations, patrol services, and municipal and public-facing assignments. This revenue history demonstrates AFS's capacity to sustain staffing, supervision, administrative infrastructure, and compliance systems required to support long-term municipal contracts.

1.4 Key Personnel Assigned to This Contract

AFS assigns only qualified personnel with direct experience in security operations, supervision, and compliance management to municipal contracts. Assigned key individuals are responsible for contract oversight, personnel supervision, training coordination, and communication with City representatives.

Resumes for key personnel directly involved in contract execution and supervision are provided in the Appendix.

1.5 Licensing, Certifications, and Regulatory Compliance

AFS maintains all licenses, registrations, and certifications required to operate as a security agency in the State of Florida. All assigned armed personnel hold valid and current state-issued security and firearms licenses.

1.6 References

Professional references are provided in Appendix D

TAB 1 – Summary Statement

AFS offers the City a stable, experienced, and compliant security partner with demonstrated compliance, financial capacity, and municipal service experience.

TAB 2 – BACKGROUND CHECKS, LICENSING & ONGOING TRAINING PROGRAMS

All Florida Security Services ("AFS") maintains a structured and documented personnel compliance program designed to ensure that all assigned personnel meet or exceed applicable licensing, background screening, and training requirements throughout the contract term. These controls are intended to protect the City, support public trust, and reduce operational and liability risk.

2.1 Personnel Background Investigations

AFS conducts comprehensive background investigations on all personnel prior to employment and assignment. Pre-employment screening includes:

- Criminal history review in accordance with applicable laws
- Employment history verification
- Reference checks assessing reliability, professional conduct, and suitability to represent AFS and the City
- Third-party background screening and identity verification administered through ADP payroll and human resources services, including verification against applicable federal databases and employment eligibility systems

Background investigation documentation is maintained in secure personnel files and made available to the City upon request to confirm compliance and suitability of assigned staff. Candidates who do not meet screening standards are not eligible for employment or assignment.

2.2 Licensing and Regulatory Compliance

All personnel assigned under this Contract hold valid State of Florida security licenses. Armed personnel maintain required firearms licenses and qualifications.

AFS utilizes ADP payroll systems to support ongoing employment eligibility monitoring, license tracking, and compliance documentation. Internal controls verify compliance prior to assignment and continuously monitor license status throughout the contract term. Personnel not in good standing are immediately removed from assignment.

2.3 Ongoing Training and Professional Development

AFS maintains an ongoing training and professional development program designed to reinforce operational readiness, professionalism, and lawful conduct. Training includes, at minimum:

- Emergency response procedures
- Incident recognition and reporting
- Professional communication and customer service
- Workplace safety and hazard awareness

- Updates to applicable laws, regulations, and best practices

AFS emphasizes professional demeanor, situational awareness, and restraint as essential components of public-sector security services. Training participation is documented and monitored as part of the Company's compliance program.

2.3.1 AFS Gold Standard CE Training

Some 2025 topics taught in our mandatory monthly employee trainings were:

- Mastering the Art of Security: Elevate your Professionalism and Leadership Skills.
- Seconds Matter: Active Shooter Response Training.
- Psychology of Presence: How to Command Respect without Saying a Word
- The Legal Framework of Security: Rights, Responsibilities, and Restrictions in Florida.
- The 3-Second Rule: Making Fast, Life-Saving Decisions.
- Open Eyes, Open Carry: Training for Security Professionals.

Our 2026 calendar is being finalized at the drafting of this proposal.

2.3.2 Mandatory Annual Recertification Standards

In addition to required State of Florida security licensing and firearms qualifications, All Florida Security Services mandates annual recertification for all assigned armed personnel in the following critical skill areas:

- Handcuffing and subject control
- Expandable baton
- Pepper spray
- Weapon retention and defense
- First Aid
- CPR/AED
- Stop the Bleed

These annual recertifications are designed to reinforce safe, lawful, and professional application of force, enhance officer confidence, and reduce risk to the public, the City, and assigned personnel.

2.3.3 Firearms Proficiency & Ongoing Skills Verification

AFS further requires ongoing firearms proficiency verification beyond minimum licensing standards. As part of this program:

- Officers are required to submit photographic documentation of completed range targets demonstrating continued proficiency.
- AFS reimburses range fees and provides reimbursement for up to 100 rounds of ammunition every six (6) months to support regular, documented practice.

- Firearms proficiency expectations emphasize accuracy, safe handling, situational awareness, and controlled decision-making appropriate for public-sector environments.

This program supports continuous skill maintenance while reinforcing accountability and professional responsibility.

2.4 Open Carry Awareness and Professional Conduct

AFS provides specific instruction addressing the legal distinctions between personal firearm rights and professional security duties. Training includes guidance on:

- Acceptable and prohibited conduct while armed
- Behavioral expectations during public interaction
- Adherence to post orders and City directives
- Professional restraint and situational awareness

Armed personnel are trained to exercise sound judgment, comply strictly with post orders, and conduct themselves in a manner that supports public confidence and minimizes risk.

Documentation, Records & Oversight

Training completion, recertification status, and proficiency documentation are recorded through issued certificates and maintained digitally by AFS. License status, certification expirations, and renewal requirements are monitored internally using AFS's operational and compliance management systems to ensure all assigned personnel remain current, qualified, and eligible throughout the contract term.

Training and certification records are made available to the City upon request, subject to applicable confidentiality and public records requirements.

TAB 2 – Summary Statement

Training completion records are documented through issued continuing education (CE) certificates provided to personnel for their professional portfolios, with corresponding digital records maintained by All Florida Security Services and made available to the City upon request throughout the contract term.

License status and certification renewal requirements are tracked and monitored internally using AFS's operational systems, including its electronic reporting platform and internal compliance management tools, to ensure all assigned personnel remain current, qualified, and eligible for assignment throughout the contract term.

TAB 3 – SERVICE APPROACH & METHODOLOGY

3.1 Overall Service Approach

AFS delivers armed security services using a disciplined operational model emphasizing predictability, accountability, and transparency. Personnel interact professionally with the public and document all activity to support oversight and audit readiness.

3.2 Patrol Procedures and Post Operations

Personnel operate strictly in accordance with City-approved post orders defining duties, patrol routes, access control responsibilities, and reporting expectations.

3.3 Reporting System and Documentation

AFS utilizes Belfry as its professional electronic reporting system, which has been successfully deployed across all company posts. Features include:

- Daily activity reports
- Incident reports
- Patrol verification and GPS tracking
- Supervisor review and approval of all daily activity, incident, and safety reports

Reporting access and notification protocols are configured in accordance with City preferences. All reports are retained in accordance with contract requirements and applicable record-retention standards.

3.4 Incident Response Procedures

AFS maintains established incident response protocols emphasizing protection of life and property, supervisor notification, coordination with emergency services, and thorough documentation. All incidents are documented, reviewed by supervision, and escalated in accordance with City direction and contract requirements.

3.5 Supervisor Oversight and Quality Control

Supervisors conduct field inspections, review reports, implement corrective action when needed, and maintain communication with City representatives.

3.6 Coordination and Communication

Clear points of contact and escalation pathways are established to support timely reporting, issue resolution, and alignment with City priorities.

TAB 3 – Summary Statement

AFS provides consistent, transparent, and professionally managed armed security services supported by disciplined operations and active, local supervisory oversight.

TAB 4 – VALUE-ADDED SERVICES

4.1 Purpose of Value-Added Services

AFS provides value-added services that enhance accountability, oversight, and service quality without increasing cost ambiguity, risk, or administrative burden to the City.

4.2 Technology-Supported Oversight and Accountability

Technology enhancements include:

- Mobile reporting applications (Belfry system)
- Time-stamped documentation
- Photographic and video documentation when appropriate and authorized
- GPS-enabled verification

These tools allow City representatives, if desired, to review activity and incident documentation without reliance on manual reporting requests.

4.3 Enhanced Supervisory Monitoring

Supervisory oversight includes report review, field inspections, spot checks, and immediate corrective action. Oversight is available 24/7 through supervisory staff and company ownership, never through automated phone trees or chatbots.

4.4 Customer Service and Communication Support

AFS provides designated points of contact, clear escalation procedures, and responsive communication to City inquiries and service requests.

4.5 Optional Ancillary Services

When separately requested and authorized in writing by the City, AFS may provide:

- Fire Watch services (day, night, or overnight)
- Investigative support services (e.g., tag, VIN, or person inquiries)
- On-site training for City staff, including CPR/AED/First Aid, Stop the Bleed, workplace safety workshops, situational awareness, and related programs

4.6 Continuous Improvement and Operational Flexibility

AFS evaluates feedback, supervisory observations, and incident trends to refine operations with City approval.

TAB 4 – Summary Statement

AFS's value-added services strengthen accountability, oversight, and communication without creating dependency, complexity, or additional cost to the City.

TAB 5 – DETAILED COST STRUCTURE

5.1 Pricing Philosophy

AFS pricing is complete, transparent, and inclusive of all costs required to perform the services described in this RFP. Detailed pricing components, including labor, supervision, training, equipment, and administrative costs, are provided separately in the City's required cost worksheet. The narrative in this section is intended to confirm pricing completeness and structure, not to duplicate worksheet data.

5.2 Labor Costs

Labor costs include wages, payroll taxes, and statutory obligations necessary to attract and retain qualified armed security personnel.

5.3 Supervision and Management

Supervision, inspections, report review, and contract management are fully included with no additional fees.

5.4 Training and Compliance Costs

All training, licensing compliance, and professional development costs are included.

5.5 Equipment, Uniforms, and Technology

Uniforms, duty equipment, communication tools, and reporting system access are included at no additional cost.

5.6 Administrative and Overhead Costs

All administrative and overhead costs are fully incorporated.

5.7 Pricing Integrity and Cost Certainty Statement

AFS certifies that all costs are included, no hidden fees exist, and pricing is firm except as expressly permitted by the Contract. This structure supports fair labor practices, service continuity, and long-term contract stability.

TAB 5 – Summary Statement

AFS's pricing provides cost certainty, transparency, and a defensible basis for award.

FDACS

Home / Licensing / **Agency/School Name Search**

Public Access System

ALL FLORIDA SECURITY SERVICES INC

License Number	Expires	Status
B 1200299	05/04/2028	LICENSE ISSUED

Physical Address

6971 HANCOCK DR
PORT SAINT LUCIE FL 34952
(772) 595-5335

Mailing Address

P.O BOX 880814
PORT SAINT LUCIE FL 34988

Principals

STEIN, RICHARD A.
PRESIDENT

STEIN, TINA M
OTHER

Companion License

None

New Search

©2025 Florida Department of Agriculture and Consumer Services
Florida Capitol — Tallahassee, Florida 32399-0800
Questions? 1-800-HELP-FLA (1-800-435-7352) or 1-800-FL-AYUDA (1-800-352-9832),
Monday – Friday 8:00 a.m.– 5:00 p.m. EST | LIVE CHAT

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2025 - 2026

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #2 Receipt #1025255

Type of business 7299 MISC/PUBLIC SERVICE (Investigations & Security Services) Expires SEPTEMBER 30, 2026

DBA name

Business: ALL FLORIDA SECURITY SERVICES, INC

Mailing address: ALL FLORIDA SECURITY SERVICES, INC
6971 HANCOCK DRIVE
PORT SAINT LUCIE, FL 34952

Business location: 6971 HANCOCK DRIVE
PORT SAINT LUCIE, FL 34952
GOOD FOR THIS LOCATION ONLY

RENEWAL City of Pt St Lucie

Original tax: $15.10 P13000097094

Penalty:

Collection cost:

Total: $15.10 Paid 08/11/2025 15.10 0025-20250811-056229

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

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

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

Pursuant to Florida law, Local Business Taxes are subject to change.

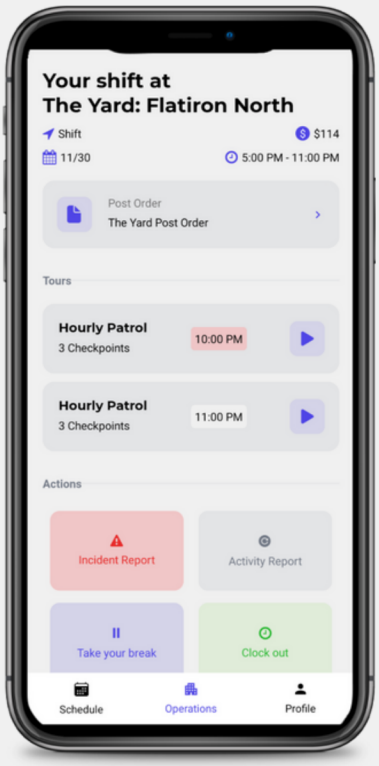
ALL FLORIDA SECURITY SERVICES,
INC
6971 HANCOCK DRIVE
PORT SAINT LUCIE, FL 34952

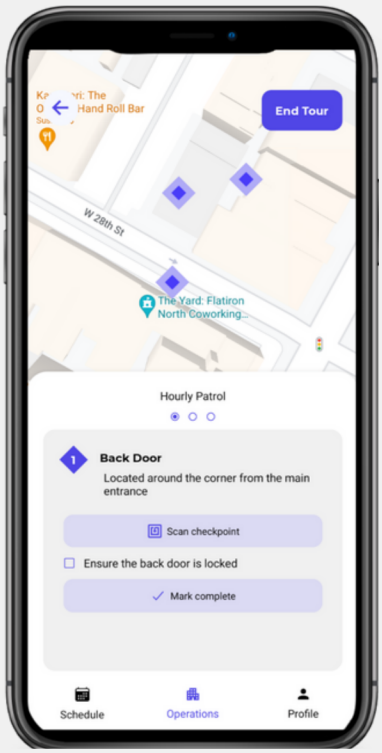
An introduction to the Belfry officer mobile app

BELFRY

Core app features

- View & confirm your scheduled shifts
- Get directions to shift locations
- Review post orders before shifts
- Perform on-job tasks:
  - Clock-in, clock-out, take breaks
  - File reports
  - Perform patrols, scan checkpoints
- Submit time off requests
- Manage payroll *(if applicable)*:
  - Update personal information, direct deposit information, tax withholdings
  - View paystubs
  - Download tax documents





Permissions that we ask for - *only used when clocked in for a shift*

	Camera	Microphone	Photo library	Location
Why we ask for this	Taking pictures of incidents, activities	Recording audio for video of incidents, activities	Uploading photos of activities that you've taken outside of Belfry	Recording location for clock-ins/outs, patrols & reports, and periodically during shifts
When we access this	Only when you select "Take a picture"	Only when you select "Take a picture"	Only when you select "Add from media" for the pictures you select	Only when you're clocked in for a shift

Mobile data / internet usage is minimal - used for sending reports and patrol info, and receiving info from supervisors about your shifts

App tutorial video

Available on the App Store

GET IT ON Google Play

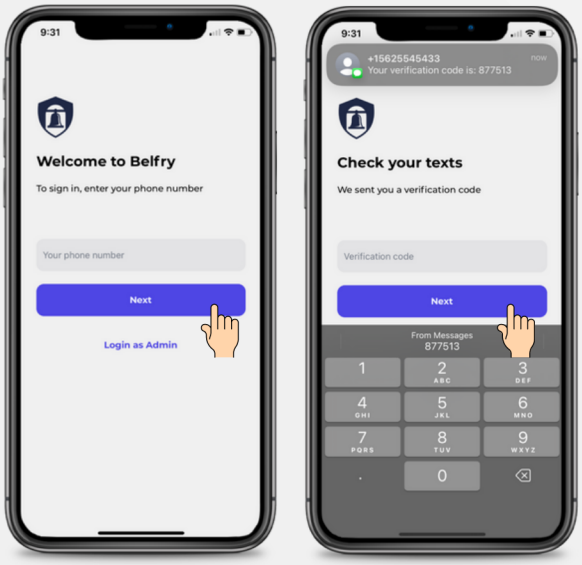
belfrysoftware.com
hello@belfrysoftware.com

How to use Belfry (part 1)

Logging in

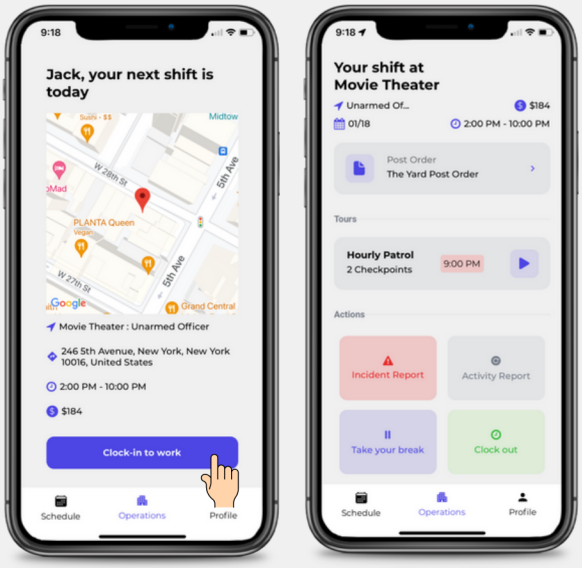
1. Type in your personal cell phone number
   - *Note: If using a shared site phone, ensure the previous officer has signed out first.*
2. You will receive a 6-digit code at that number
3. Enter the code to be logged into your account

Note: If your phone number isn't working, check with your supervisor to ensure you have the right one on file.



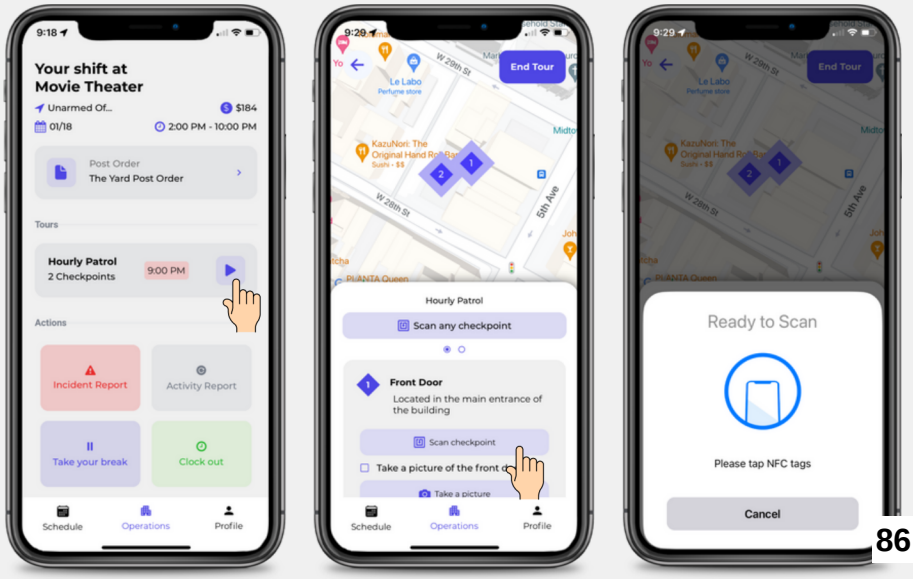
Clocking in for shifts

1. Navigate to the Operations tab.
2. Your next shift will automatically be populated with site & post name, shift time, and gross wages expected.
   - *Tip: Tap the address to get directions to the site in Apple or Google Maps.*
3. Tap the "Clock-in to work" button to punch in.
   - *Note:* Depending on your company's settings, Belfry will check if you're at the site location or aren't clocking in too early.



Conducting tours

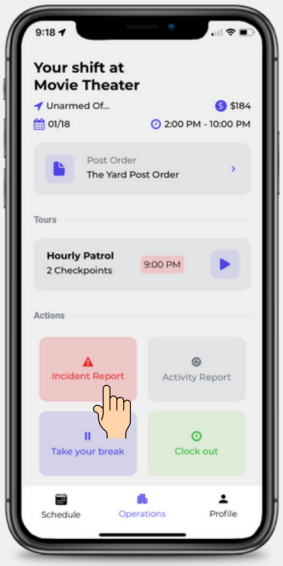
1. Tap the start button on a tour.
   - *Note: You may be assigned tours at specific times - Belfry will cycle through these after you complete them.*
2. Approach the NFC tag.
3. Tap the "Scan checkpoint" button and tap the phone to the NFC tag.
4. Complete any assigned actions.
5. Swipe through and repeat for all assigned checkpoints.
6. Submit a tour summary & end tour.

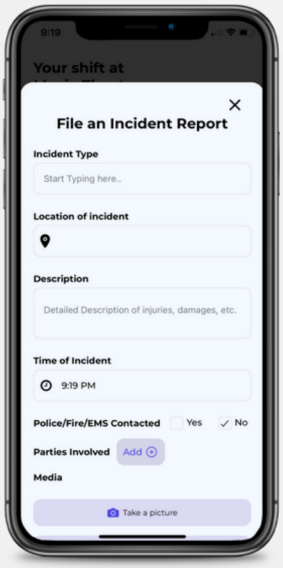


How to use Belfry (part 2)

Filing an incident report

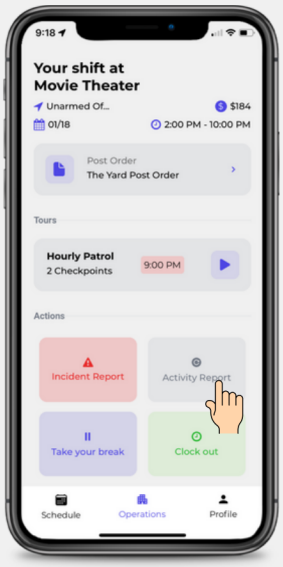
1. Tap the Incident Report button.
2. Fill in an Incident Type.
   - *Note: As you type, Belfry will auto-complete options.*
3. Fill in the Location, Description, and Time of the incident.
4. If emergency services were contacted, Belfry will ask for a report number.
5. If applicable, Add Parties Involved by hitting the Add button. Fill out name, contact info, and role (e.g., Witness, Perpetrator).
6. Take a picture or add pictures from your photo library.
7. Hit Send to submit the report to supervisors & clients.

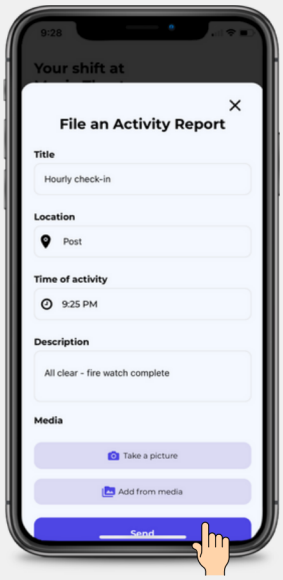




Filing an activity report

1. Tap the Activity Report button.
2. Fill in a Title, Location, Time, and Description.
3. Take a picture or add pictures from your photo library.
4. Hit Send to submit the report to supervisors & clients.



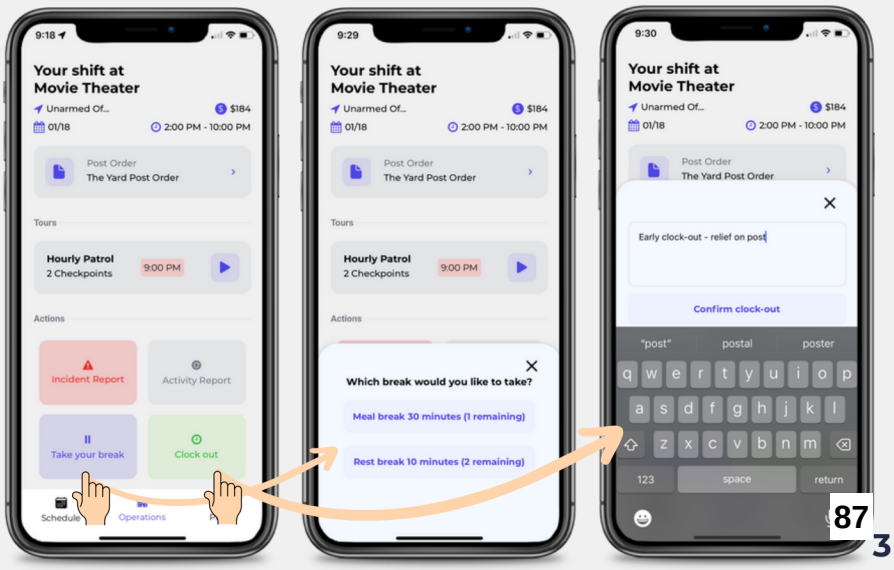


Taking breaks & clocking out

Depending on your company settings, you may be allocated breaks.

1. Tap the Take your break button.
2. Select the appropriate break type.
3. A timer will start and the app will block any action.
4. Tap End Break when ready to return.

At the end of your shift, ensure you clock-out. Add a note on your timesheet for the back office if needed.



BELFRY



The operating system for

ALL FLORIDA SECURITY SERVICES

Our services are enabled by Belfry's industry-leading platform



Enable officers with a modern app

- Prepare officers with a modern, intuitive app - with reinforced training, modern touring tools
- Boost accountability with site geofences & alerting



Provide real-time transparency into ops

- Monitor officer locations, activities, reports live – allowing for quicker response times
- Build custom reports for your needs, routed immediately to the appropriate POCs
- Gain real-time access to on-site operations via a client portal



Spend more time directly with you

- Schedule officers more effectively based on your site requirements
- Keep our back office focused on you and your security needs, instead of operational fires

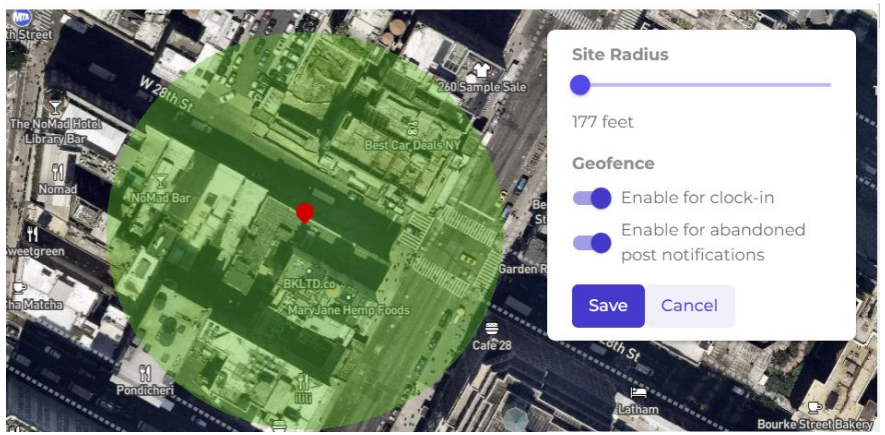
1) Belfry's modern app enables our officers to better secure your assets

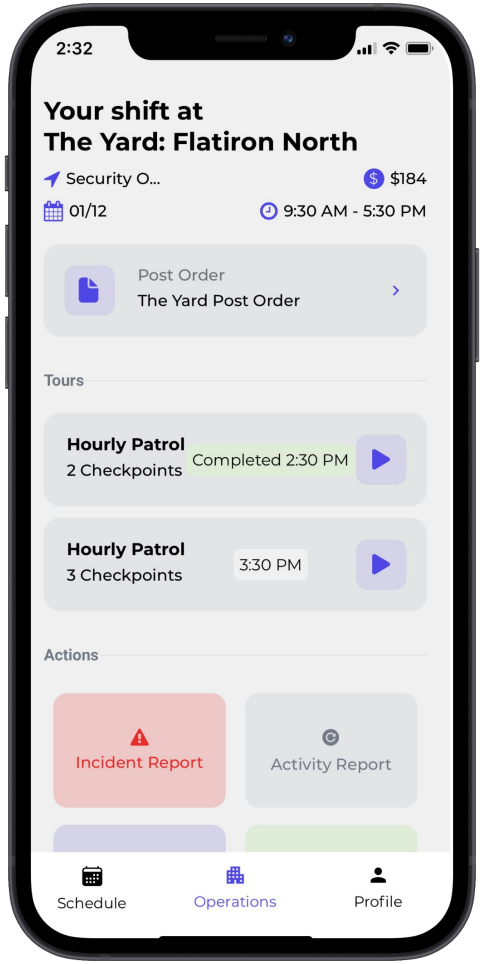
Our officers are better prepared with:

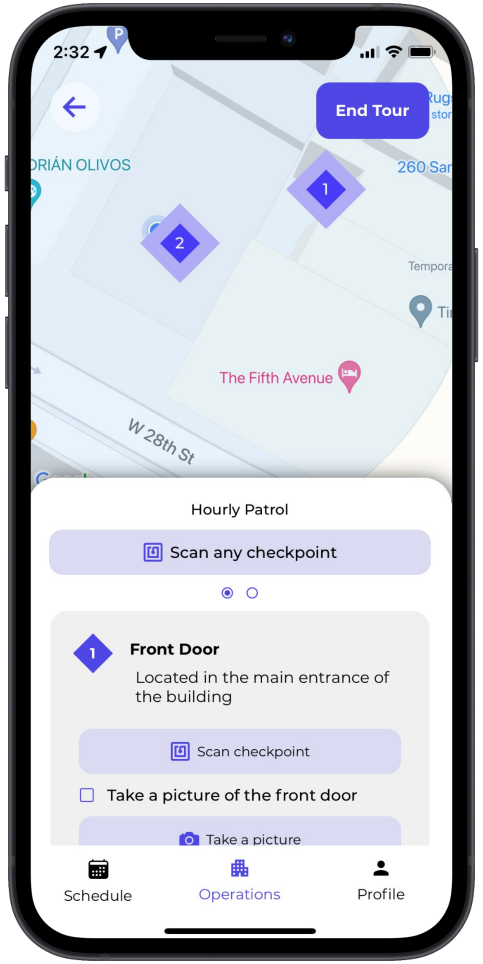
- **A modern, yet easy-to-use mobile app** – allowing officers to focus on securing your assets vs. fiddling with their phones
- **Reinforced training** – post order acknowledgments are required every time an officer clocks in for a shift
- **Guided NFC-based tours**– Belfry's NFC tags are locked specifically to a single checkpoint and are verified upon every scan

Our officers are more accountable with geofences:

- Ensuring officers are on site before being allowed to clock-in
- Notifying supervisors immediately if an officer leaves the site



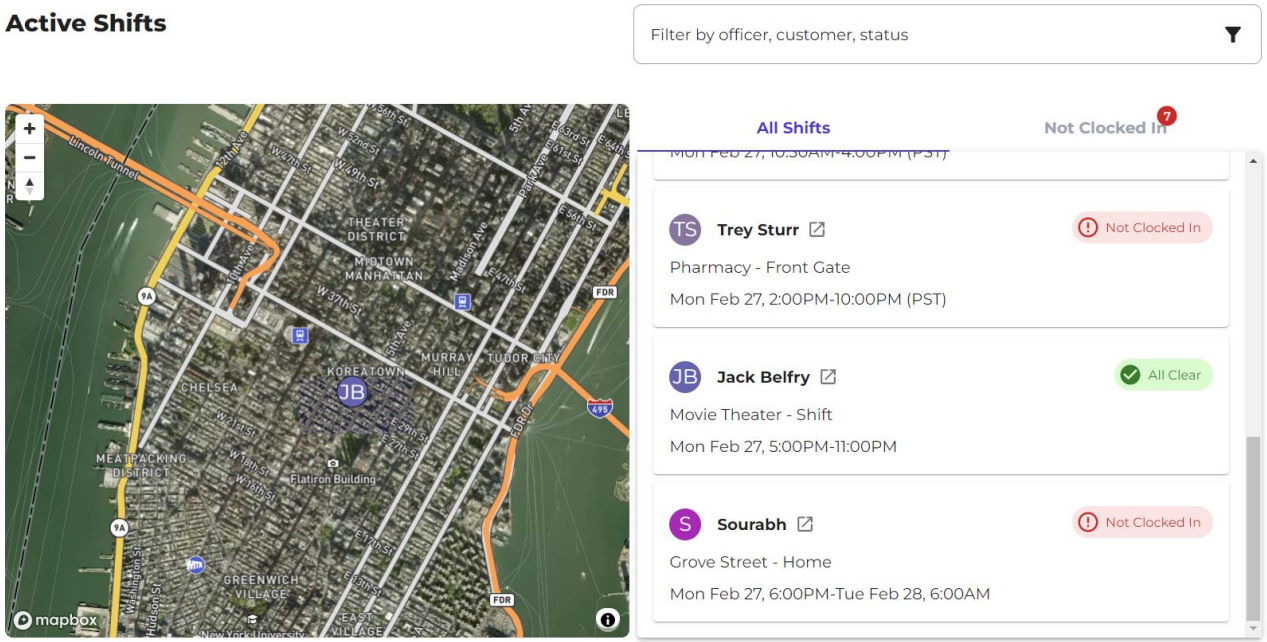


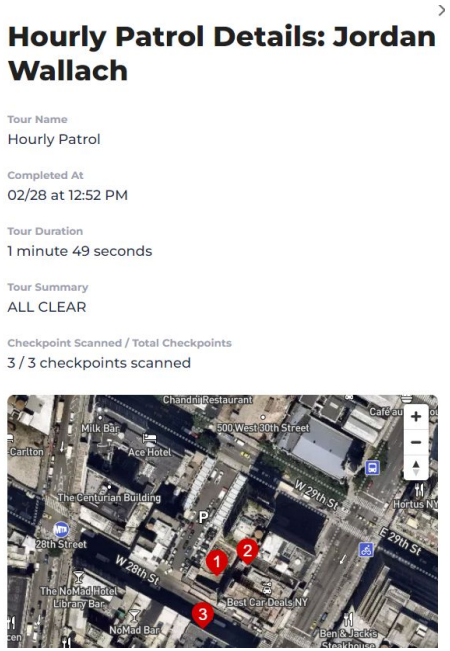


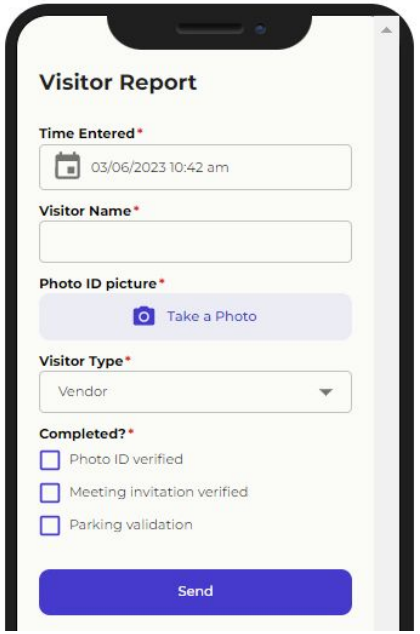
2) We can provide more transparency & instant reporting

Belfry's technology allows us to offer:

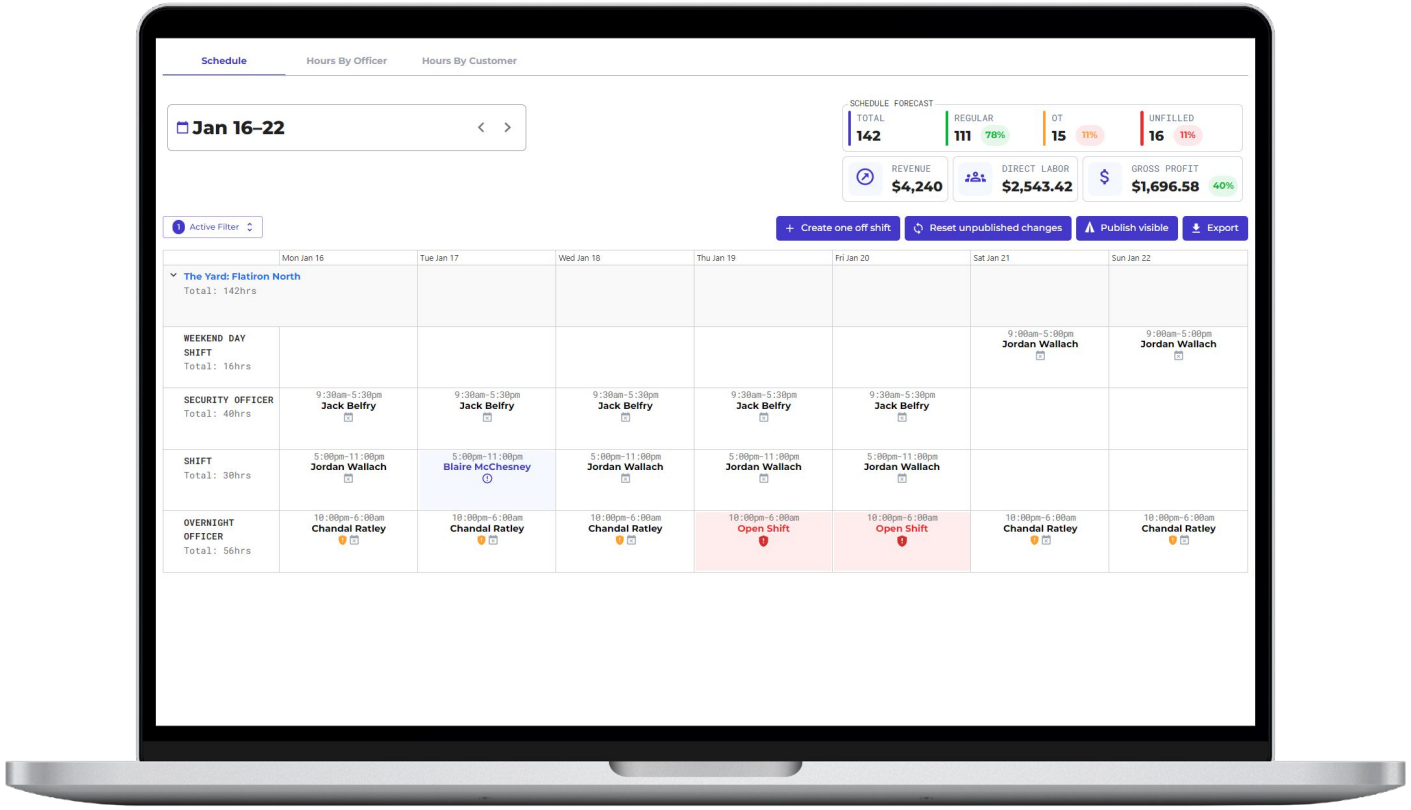
- **Live location tracking** – ensures officers are on site when clocked into their shifts
- **Activity logging** – all officer activities (e.g., checkpoint scans, reports, breaks, clock-ins/outs) are recorded in real-time
- **Custom reports** – we can design custom reports for officers to file based your unique needs
- **Automatic report distribution** – we can route different report types to different POCs, sent immediately via email as PDFs
- **Client portal** – we can provide live access to schedule information, officer activities, reports

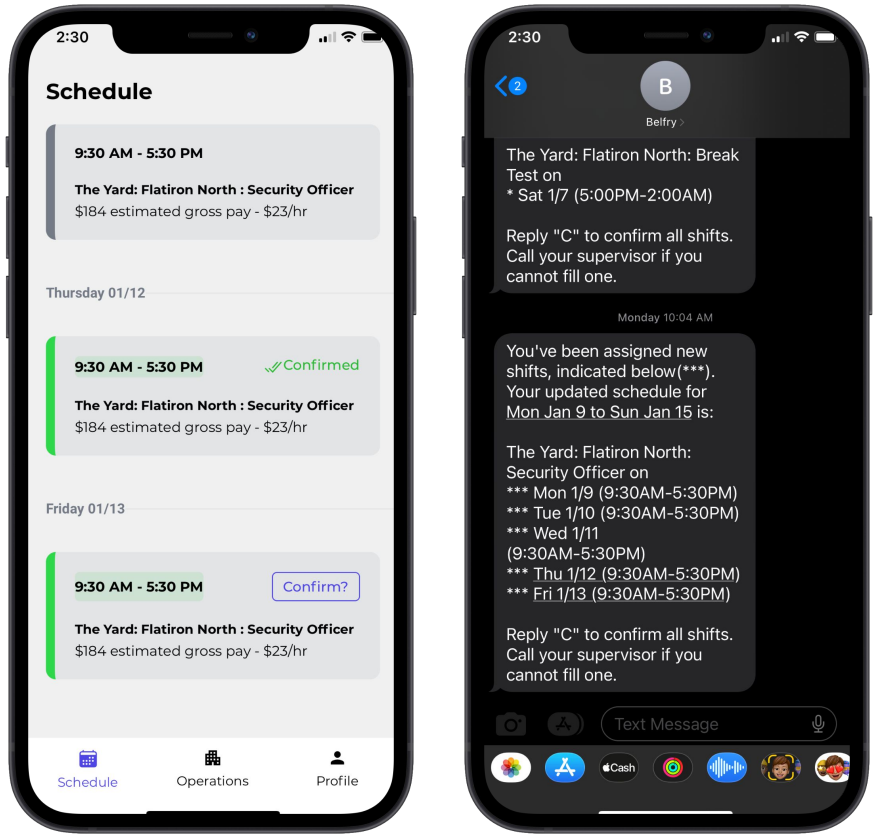






3) Our back office has the industry's most modern tools to efficiently deliver our services, allowing us to spend more time at your sites





Belfry **suggests the best officers** to fill each shift based on training & certifications required for each post, past experience at your site, and compliance with local labor laws.

Officers are notified immediately via SMS & the Belfry app immediately upon new assignments, reducing no-shows.



belfrysoftware.com

RICHARD STEIN

Chief Executive Officer / Principal

All Florida Security Services, Inc.

Port St. Lucie, Florida

954-445-0973

richard@securityinflorida.com

EXECUTIVE SUMMARY

Security executive with 30+ years of experience spanning law-enforcement support, private security operations, investigations, bail enforcement, and regulated public-safety services. Proven leader in municipal and public-sector environments, with deep expertise in Florida regulatory compliance, officer training standards, risk mitigation, and contract oversight. Recognized for disciplined operations, ethical leadership, and consistent performance.

PROFESSIONAL EXPERIENCE

All Florida Investigations & Security Services, Inc. – Port St. Lucie, FL
Chief Executive Officer / Principal 2010 – Present

- Founder and executive leader of a Florida-licensed security and investigative agency providing armed and unarmed security services.
- Responsible for contract execution, personnel supervision, compliance, licensing, training oversight, and quality assurance.
- Oversees post orders, operational procedures, budgeting, risk management, and regulatory audits.
- Primary liaison with municipal clients and public-sector stakeholders.

All Florida Bail Bonds, Inc. – Port St. Lucie, FL
Chief Executive Officer / Principal 1998 – Present

- Founder and operator of a long-standing Florida bail bond agency.
- Extensive experience in court compliance, investigations, fugitive recovery, & secure prisoner transport.

Broward Sheriff's Office – Fort Lauderdale, FL
Armed Court Services Assistant 1992 – 1999

- Provided armed court security, prisoner transport, warrant service, and investigative support.

LICENSURE, CERTIFICATIONS & CREDENTIALS

- Licensed Security Guard Agency, State of Florida – #B1200299
- Licensed Private Investigative Agency, State of Florida – #A3300128
- Licensed Security Professional (Class D & G) – #D2111409 - #G2101722
- Florida Security Officer / Investigative Manager – #M1800042
- Class "D & G" Armed Security Officer Instructor - #DI1800193
- Florida Law Enforcement Firearms "K" Instructor - #K1800090
- ATF Federal Firearms Dealer (FFL)
- Certified American Red Cross Instructor – First Aid / CPR / AED
- DOD Stop the Bleed Instructor and USCCA & NRA Firearms Instructor
- Florida Surety Agent – #D005462

EDUCATION

Bachelor of Science – Criminal Justice
University of Phoenix

CORE COMPETENCIES

Municipal Security Operations • Armed & Unarmed Supervision • Regulatory Compliance • Officer Training • Risk Mitigation • Contract Oversight • Ethical Leadership

TINA M. STEIN

Principal, Operations, Compliance & Financial Management
All Florida Security Services, Inc.

Port St. Lucie, Florida
772-204-3039
tinastein@securityinflorida.com

EXECUTIVE PROFILE

Operations, compliance, and financial leadership professional with 25+ years of experience overseeing regulated organizations and audit-ready operations. Principal of a Florida-licensed security agency and state-licensed security training center, responsible for compliance governance, financial controls, insurance audits, and operational infrastructure supporting municipal and commercial security contracts. Recognized for disciplined administration, regulatory adherence, and risk-mitigated operational design.

CORE COMPETENCIES

- Regulatory Compliance & Licensing Oversight
- Financial Controls & Internal Accountability
- Risk Management & Insurance Coordination
- Contract Administration & Documentation
- Training & Certification Governance
- Policy, SOP & Quality Control Development
- Payroll, Workers' Compensation & GL Tracking
- Vendor, Procurement & Asset Oversight
- Audit Preparation & Records Management
- Operational Systems & Process Design

PROFESSIONAL EXPERIENCE

All Florida Security Services, Inc. – Port St. Lucie, FL
Principal / Operations, Compliance & Financial Oversight 2019 – Present

- Executive oversight of Florida-licensed security agency and state-licensed security & firearms training center supporting armed and unarmed operations
- Manages regulatory compliance, licensing, certifications, insurance coordination, payroll controls, and audit-ready documentation
- Develop internal policies, SOPs, training matrices, and quality controls aligned with state and municipal requirements

Ignite Your World, Inc. / Truth Church – Fort Pierce, FL
Chief Financial Officer / Finance Director / Program Director 2015 – 2018

Money Matters, Inc. / SetUpABusiness.biz – Palm City, FL
Owner / Financial & Business Advisory Services 2010 – 2015

The Next Step Center, Inc. – Stuart, FL
Chief Executive Officer 2000 – 2010

Organization Chart

Richard Stein
Chief Executive Officer / Principal

Tina Stein
Principal – Operations, Compliance & Administration

Jonah Ghazal
Director of Logistics, Training & Scheduling

Sean Hart
Field Operations Manager / Field Representative

Lawrence Dunbar
Quality Control Supervisor

Frank Charles
Director of Business Development

Tim St. Clair
Quality Control Supervisor

Site Supervisors
Lead Officers

Security Officers
Armed / Unarmed / Specialized Assignments

CERTIFICATE OF ACHIEVEMENT

THIS IS TO CERTIFY THAT

Jonah Ghazal

HAS SUCCESSFULLY COMPLETED 2 HOURS CONTINUING EDUCATION

SECONDS MATTER: ACTIVE SHOOTER RESPONSE TRAINING

PRESENTED BY

ALL FLORIDA SECURITY SERVICES, INC.

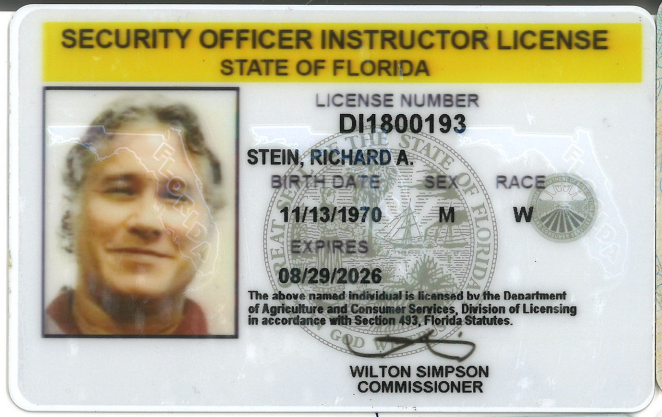
This training equips the recipient with critical skills and knowledge to effectively respond to active shooter situations, enhancing situational awareness, decision-making, and emergency response strategies in high-risk environments.

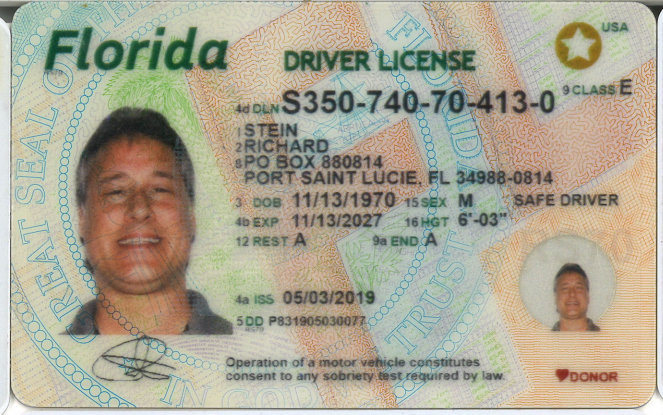
SEAN HART
Guest Presenter

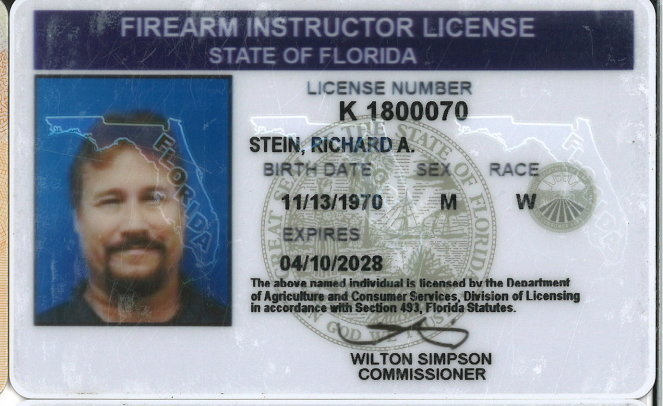
FEB. 12, 2025

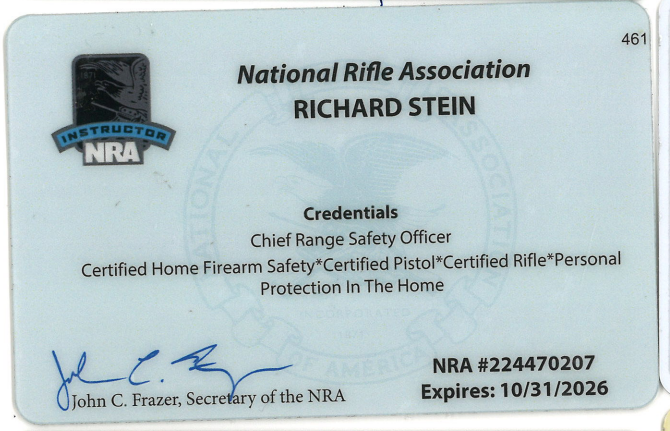
CHIEF RICHARD STEIN
President / CEO

B1200299, DS1800091, DI1800193, K1800070

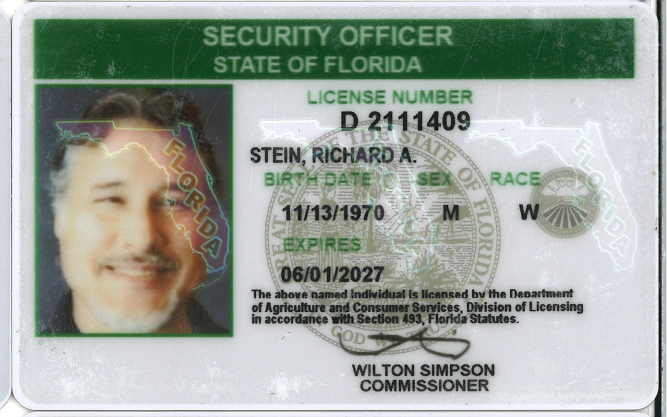

SECURITY OFFICER INSTRUCTOR LICENSE
STATE OF FLORIDA
LICENSE NUMBER
DI1800193
STEIN, RICHARD A.
BIRTH DATE SEX RACE
11/13/1970 M W
EXPIRES
08/29/2026
The above named individual is licensed by the Department of Agriculture and Consumer Services, Division of Licensing in accordance with Section 493, Florida Statutes.
WILTON SIMPSON
COMMISSIONER


Florida
DRIVER LICENSE
USA
4d DLN S350-740-70-413-0
9 CLASS E
1 STEIN
2 RICHARD
8 PO BOX 880814
PORT SAINT LUCIE, FL 34988-0814
3 DOB 11/13/1970 15 SEX M SAFE DRIVER
4b EXP 11/13/2027 16 HGT 6'-03"
12 REST A 9a END A
4a ISS 05/03/2019
5 DD P831905030077
Operation of a motor vehicle constitutes consent to any sobriety test required by law.
DONOR

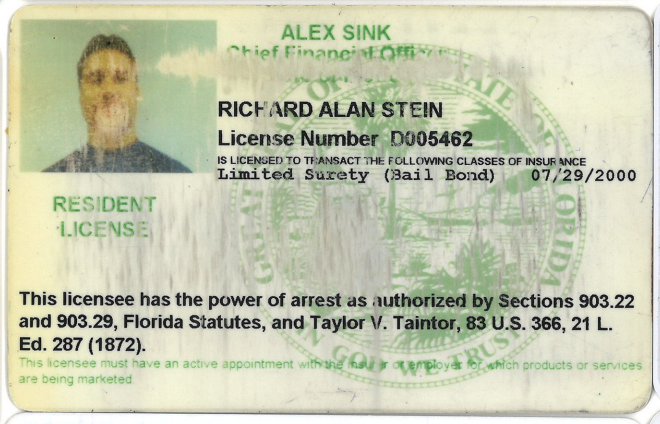

FIREARM INSTRUCTOR LICENSE
STATE OF FLORIDA
LICENSE NUMBER
K 1800070
STEIN, RICHARD A.
BIRTH DATE SEX RACE
11/13/1970 M W
EXPIRES
04/10/2028
The above named individual is licensed by the Department of Agriculture and Consumer Services, Division of Licensing in accordance with Section 493, Florida Statutes.
WILTON SIMPSON
COMMISSIONER

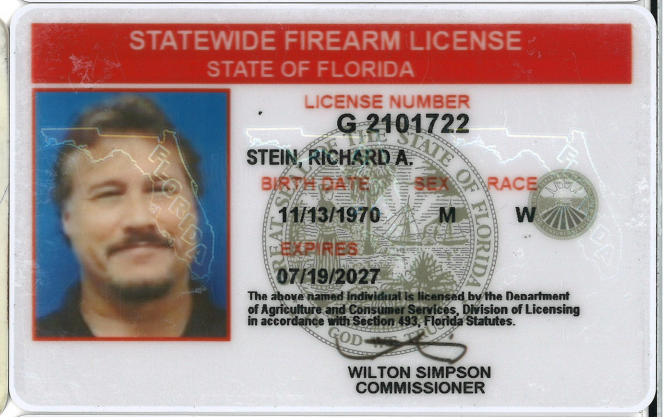

461
National Rifle Association
RICHARD STEIN
INSTRUCTOR
NRA
Credentials
Chief Range Safety Officer
Certified Home Firearm Safety*Certified Pistol*Certified Rifle*Personal Protection In The Home
John C. Frazer, Secretary of the NRA
NRA #224470207
Expires: 10/31/2026

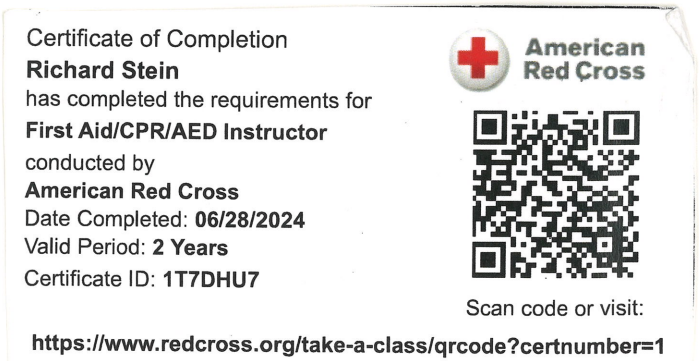

PRIVATE INVESTIGATOR LICENSE
STATE OF FLORIDA
LICENSE NUMBER
C 2401153
STEIN, RICHARD A.
BIRTH DATE SEX RACE
11/13/1970 M W
EXPIRES
12/06/2026
The above named individual is licensed by the Department of Agriculture and Consumer Services, Division of Licensing in accordance with Section 493, Florida Statutes.
WILTON SIMPSON
COMMISSIONER

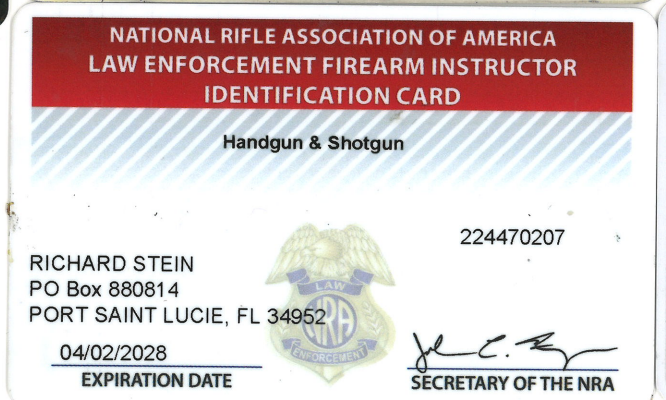

SECURITY OFFICER
STATE OF FLORIDA
LICENSE NUMBER
D 2111409
STEIN, RICHARD A.
BIRTH DATE SEX RACE
11/13/1970 M W
EXPIRES
06/01/2027
The above named individual is licensed by the Department of Agriculture and Consumer Services, Division of Licensing in accordance with Section 493, Florida Statutes.
WILTON SIMPSON
COMMISSIONER


Certified ASP Instructor
ASP-62957
RICHARD A. STEIN
February 27-29, 2024


ALEX SINK
RICHARD ALAN STEIN
License Number D005462
IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE
Limited Surety (Bail Bond) 07/29/2000
RESIDENT
LICENSE
This licensee has the power of arrest as authorized by Sections 903.22 and 903.29, Florida Statutes, and Taylor V. Taintor, 83 U.S. 366, 21 L. Ed. 287 (1872).
This licensee must have an active appointment with the agency or employer for which products or services are being marketed.


STATEWIDE FIREARM LICENSE
STATE OF FLORIDA
LICENSE NUMBER
G 2101722
STEIN, RICHARD A.
BIRTH DATE SEX RACE
11/13/1970 M W
EXPIRES
07/19/2027
The above named individual is licensed by the Department of Agriculture and Consumer Services, Division of Licensing in accordance with Section 493, Florida Statutes.
WILTON SIMPSON
COMMISSIONER


Certificate of Completion
Richard Stein
has completed the requirements for
First Aid/CPR/AED Instructor
conducted by
American Red Cross
Date Completed: 06/28/2024
Valid Period: 2 Years
Certificate ID: 1T7DHU7
American Red Cross
Scan code or visit:
https://www.redcross.org/take-a-class/qrcode?certnumber=1


NATIONAL RIFLE ASSOCIATION OF AMERICA
LAW ENFORCEMENT FIREARM INSTRUCTOR
IDENTIFICATION CARD
Handgun & Shotgun
224470207
RICHARD STEIN
PO Box 880814
PORT SAINT LUCIE, FL 34952
04/02/2028
EXPIRATION DATE
LAW ENFORCEMENT
SECRETARY OF THE NRA


SECURITY/INVESTIGATIVE AGENCY MGR
STATE OF FLORIDA
LICENSE NUMBER
M 1800042
STEIN, RICHARD A.
BIRTH DATE SEX RACE
11/13/1970 M W
EXPIRES
12/01/2026
The above named individual is licensed by the Department of Agriculture and Consumer Services, Division of Licensing in accordance with Section 493, Florida Statutes.
WILTON SIMPSON
COMMISSIONER

All Florida Security Services Inc.

6971 Hancock Drive - Port St. Lucie, Fl. 34952 - 772-595-5335

Email: *Richard@SecurityInFlorida.com* *Website: www.SecurityInFlorida.com*

December 22, 2025

Re: References

To all parties this may concern,

Kindly allow this Letter of References be your guide to touch base with several of our very satisfied customers. More references are available upon request.

1. Mark Yohannan from Save the Chimps in Fort Pierce-772-577-9996
2. Lisset Suarez from Miami Transfer Comp. in Opa Locka-305-688-2222
3. Mike Strickland from Latitude 88 in Vero Beach-772-321-9499
4. James Nelson from Vero Beach Museum-772-643-0658
5. Ira Schwartz from Phantom Fireworks-561-315-7491
6. Rick Beach from Central Marine in Stuart-772-260-4683

Warm regards,

Chief Richard Stein, CEO

All Florida Security Services Inc.

Office: 772-595-5335

Website: www.SecurityInFlorida.com

cc: file

TRAINING & CERTIFICATION MATRIX

Training / Certification	Authority	Personnel	Initial	Recurring	Documentation
Class D Security License	FDACS	All Officers	Required pre-hire	Active license maintained	FDACS record
Class G Firearm License	FDACS	Armed Officers	Required pre-assignment	Annual requal	FDACS + range logs
Firearms Qualification	AFS / State Standard	Armed Officers	Pre-assignment	Bi-Annual Evaluations	Range targets / Scoring
Use of Force	AFS Policy / State Law	All Officers	Initial training	Annual refresher	Sign-in Training logs
De-escalation	AFS Internal	All Officers	Orientation	Monthly Trainings	Sign-in logs
Emergency Response	AFS Internal	All Officers	Orientation	Annual	Training file
CPR / AED / First Aid	American Red Cross	All Officers	Initial training	Annual	Certificates
Stop The Bleed	USCCA / DOD	Armed Officers	Pre-assignment	Annual refresher	Certificates
Report Writing & Incident Docs	AFS / Belfry	All Officers	Initial training	Ongoing	Daily governance
Ethics & Professional Conduct	AFS	All Personnel	Initial training	Annual	Signed acknowledgment

PORT ST. LUCIE
HEART OF THE TREASURE COAST

CONSULTANT'S GENERAL INFORMATION WORK SHEET

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

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

Name: All Florida Security Services Inc.
Address: 6971 Hancock Drive
Port St. Lucie, Fl 34952

Telephone Number: 772-595-5335
Fax Number: none

3. Contact person: Richard Stein, pres/ceo Email: richard@securityinflorida.com

4. Firm's previous names (if any). AFBB Inc. Investigations & Security Services

5. How many years has your organization been in business? 15 years

6. Is the firm claiming Local Preference under City Ordinance 35.12? **YES** / ~~NO~~

7. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Proposer; 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**

Total Number of Projects where Failure to Complete Work Occurred: 0
{NOT APPLICABLE}
Project Number 1 N/A
Project Name: N/A
Project Location: N/A
Client Name and Phone Number: N/A

Date: N/A

Reason: N/A

Insert additional projects if needed. N/A

8. Has the Contractor 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

9. 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)

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

NONE

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

11. 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)

RICHARD STEIN — Signature

DEC 22/2025 — Title

PORT ST. LUCIE
HEART OF THE TREASURE COAST

E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

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 Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
3. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095 Florida Statutes, during the term of this contract and all attributed renewals.
4. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it must provide immediate notice thereof to the City.

E-Verify Company Identification Number	2227244
Date of Authorization	August 1, 2023
Name of Contractor	All Florida Security Services Inc.
Name of Project	Armed Security Services
Solicitation Number (If Applicable)	20260050

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on December 22, 2025 in PSL (city), FL (state).

Signature of Authorized Officer

Richard Stea
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 22 DAY OF December, 2025.

NOTARY PUBLIC Jonah Ghazal

My Commission Expires: 7/21/2029

Notary Public State of Florida
Jonah David Ghazal
My Commission HH 700549
Expires 7/21/2029

PORT ST. LUCIE
HEART OF THE TREASURE COAST

NON-COLLUSION AFFIDAVIT

State of Florida }

County of St. Lucie }

Richard Stein, being first duly sworn, disposes and says that:
(Name/s)

1. They are owner/pres/ceo of All Florida Security Services Inc. the Proposer that
(Title) (Name of Company)

has submitted the attached PROPOSAL;

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

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

4. Neither the said Proposer 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 Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing 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 Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

PORT ST. LUCIE
HEART OF THE TREASURE COAST

(Signed) _____

(Title) owner/pres/ceo

STATE OF FLORIDA }
COUNTY OF ST. LUCIE} SS:

The foregoing instrument was acknowledged before me this *(Date)* December 22, 2025

by: Jonah Ghazal who is personally known to me or who has produced

driverse license as identification and who did (did not) take an oath.

Commission No. 7/21/2029

Notary Print: Jonah Ghazal

Notary Signature: Jonah Ghazal

Notary Public State of Florida
Jonah David Ghazal
My Commission HH 700549
Expires 7/21/2029

PORT ST. LUCIE
HEART OF THE TREASURE COAST

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

The Contractor certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Contractor certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name: All Florida Security Services Inc.

Authorized By: _____ Richard Stein
(Sign) (Print Name)

Title: owner/pres/ceo Date: DEC 22/2025

*****All subcontractors are required to submit this form with the prime contractor's proposal*****
This is a mandatory document. No exceptions will be made.

PORT ST. LUCIE
HEART OF THE TREASURE COAST

SUPPLIER LOCATION CERTIFICATION

The undersigned, as a duly authorized representative of the Supplier listed herein, certifies to the best of their knowledge and belief, that the Supplier's location is correctly reflected based upon the below information. For purposes of this section, "Location" shall mean a business which:

a) How far is the Supplier's fixed office or distribution point located from City Hall; and

b) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Complete the following and upload this document and the Google Maps print out to the required sourcing platform:

Business Name: All Florida Security Services Inc.	
Current Local Address: 6971 Hancock Drive Port St. Lucie, Fl. 34952 Length of time at this address: 5 years	Phone: 772-595-5335 Fax: none
Please provide your prior business address if the above address has been for less than one (1) year, prior to the issuance of this solicitation. n/a Length of time at this address: n/a	
Home Office Address: 6971 Hancock Drive Port St. Lucie, Fl. 34952 Length of time at this address: 5 years	Phone: 772-595-5335 Fax: none

(Signed) _____

(Title) owner/pres/ceo

STATE OF FLORIDA }
COUNTY OF ST. LUCIE} SS:

The foregoing instrument was acknowledged before me this *(Date)* December 22, 2025

by: Jonah Ghazal who is personally known to me or who has produced drivers license as identification and who did (did not) take an oath.

Jonah Ghazal _____ Commission No. 7/21/2029
Notary (print & sign name)

Notary Public State of Florida
Jonah David Ghazal
My Commission HH 700549
Expires 7/21/2029

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See Specific Instructions on page 3.

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

All Florida Security Services Inc.

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

AFBB Inc

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.

6971 Hancock Drive

Requester's name and address (optional)

Richard Stein;CEO

6 City, state, and ZIP code

Port St. Lucie, Fl. 34952

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

4	6	-	3	7	5	2	0	3	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ JAN 1 / 2025

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

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, *later.*

AFBBINC-01 JREYNOLDS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/20/2025

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. 548 W Cromwell Avenue Suite 101 Fresno, CA 93711	CONTACT NAME: Jeanne Reynolds PHONE (A/C, No, Ext): (559) 375-7305 FAX (A/C, No): E-MAIL ADDRESS: jeanne.reynolds@hubinternational.com
INSURED All Florida Security Services, Inc. PO Box 880814, Port Saint Lucie, FL 34952	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Starstone National Insurance Company 25496 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	WSGL002785	5/1/2025	5/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Errors & Omission						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

RE: Contract # 20230126

With respect to the Commercial Liability plan referenced, Certificate Holder is included as per Endorsement # CG 20 10 07 04, Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization; CG 20 37 04 13, Additional Insured - Owners, Lessees or Contractors - Completed Operations; CG 24 04 05 09, Waiver Of Transfer of Rights of Recovery Against Others To Us; As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. The contract or agreement must be fully signed in writing by all parties prior to any work being performed. Coverage is afford on a Primary and Nn-Contributory basis., Florida Changes - Cancellation and Non-Renewal Endorsment Applies.

CERTIFICATE HOLDER

City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Automatic Status Included Where Required by Written Contract.	Automatic Status Included Where Required by Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Automatic Status Included Where Required by Written Contract.	Automatic Status Included Where Required by Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any Person or Organization for whom the insured, prior to a claim, occurrence or incident for which the insured could reasonably expect a claim or occurrence to arise, was required via written agreement or contractual obligation, to waive such rights.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Company: StarStone Specialty Insurance Company **Policy Number:** WSGL002785

Insured: All Florida Security Services Inc. **Endorsement Effective Date:** 5/1/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

To the extent that this insurance is afforded to any additional insured under this policy, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **4. Other Insurance**, is deleted in its entirety and replaced with the following condition:

4. Other Insurance

If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by written contract signed by both parties, to provide insurance that is primary and non-contributory, and the "insured contract" is executed prior to any loss. Where required by a written contract signed by both parties, this insurance will be primary and non-contributing only when and to the specific extent required by that contract.

However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the proportional ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

(a) A material misstatement or misrepresentation; or

(b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) The policy was obtained by a material misstatement;

(3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

(4) A substantial change in the risk covered by the policy; or

(5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph **2.b.**

B. Paragraph **3.** of the **Cancellation** Common Policy Condition is replaced by the following:

3. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PROJECT(S) GENERAL AGGREGATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Projects: **Any project, where required by a valid written contract, subject to a $5,000,000 cap for all Designated Project General Aggregate Limits, regardless of the number of projects for which the insured has ongoing operations during the policy period.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A**, and for all medical expenses caused by accidents under COVERAGE **C**, which can be attributed only to ongoing operations at a single designated project shown in the Schedule above:
   1. A separate Designated Project General Aggregate Limit applies to each designated project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
   2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE **C** regardless of the number of:
      a. Insureds;
      b. Claims made or "suits" brought; or
      c. Persons or organizations making claims or bringing "suits".

B. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated project shown in the Schedule above.

C. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.

D. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A**, and for all medical expenses caused by accidents under COVERAGE **C**, which cannot be attributed only to ongoing operations at a single designated project shown in the Schedule above:

E. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products Completed Operations Aggregate Limit, whichever is applicable; and

F. Such payments shall not reduce any Designated Project General Aggregate Limit.

G. When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products completed operations hazard” will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

H. If the applicable designated project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, terms, specifications or timetables, the project will still be deemed to be the same project.

I. The provisions of Limits Of Insurance (SECTION **III**) not otherwise modified by this endorsement shall continue to apply as stipulated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

C. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

D. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/22/2025

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

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

PRODUCER **Post Insurance & Financial, Inc.** **146 NW Central Park Plaza, Ste 102** **Port St. Lucie, FL 34986** **License #: A210076**	**CONTACT NAME:** Donna Baumker **PHONE (A/C, No, Ext):** (772)878-8184 **FAX (A/C, No):** (772)878-8292 **E-MAIL ADDRESS:** dbaumker@insurewithpost.com
INSURED **All Florida Security Services, Inc.** **6971 Hancock Dr** **Port Saint Lucie, FL 34952**	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** iQue Insurance Company **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER: 00027638-0** **REVISION NUMBER: 36**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC10001445062025A	08/24/2025	08/24/2026	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Contract #20240157

CERTIFICATE HOLDER

MidFlorida Event Center
9221 SE Event Center Pl
Port Saint Lucie, FL 34952

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Katherine E. Post

(DRB)

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Outlook

$1M Cyber Liability & $1M Excess Liability Coverage - All Florida Security Services, Inc.

From Disparte, Joseph <joseph.disparte@hubinternational.com>
Date Wed 12/17/2025 9:27 PM
To Richard Stein <richard@securityinflorida.com>
Cc Reynolds, Jeanne <jeanne.reynolds@hubinternational.com>

Good evening Richard,

We have heard back from the carrier regarding the $1M Excess Liability. I figured I would put both pricing indications into one email for you.

- **$1M Cyber Liability Coverage:** The indicative pricing will be around **$2,000** in premium for a 12 month period.

- **$1M Excess Liability Quotation:** The indicative pricing would be **$2,310 plus taxes/fees** and would expire/renew on **7/25/2026** with your General Liability policy. Please note the GL aggregate limit is currently at $3M and the GL policy would need to be endorsed to go down to a $2M Aggregate Limit. For Summit Insurance, if they are quoting Excess Liability coverage over the underlying General Liability policy, then the General Liability policy can only have a $2M Aggregate Limit. The Aggregate Limit only means that you can have 2 separate million dollar claims throughout the policy term. I can explain that on the phone, if that is easier for you. This is not a big deal at all, as you still have the same occurrence limits.

Please let us know if you have any questions and if you would like to proceed with these quotations once you are awarded the RFP.

Have a nice evening!

-Joe

HUB

Joe Disparte
Vice President

HUB International Insurance Services Inc.
548 W. Cromwell Ave. Suite 101
Fresno,CA 93711

DIRECT : (1-559) 552-1581
:
Mobile: 630-945-8615
License: CA 20242139

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Serving the Security Officer, Investigation, Electronic Security-Alarm and Background Screening Industries since 1994

IMPORTANT DISCLAIMER: COMPLETION OF THE APPLICATION DOES NOT CONSTITUTE COVERAGE. ONLY A FORMAL BINDER OF INSURANCE OR POLICY OF INSURANCE IS EVIDENCE COVERAGE HAS BEEN PLACED ON YOUR BEHALF.

DISCLAIMER: Please be advised that coverage cannot be bound via any agency messaging system including email, voice-mail or fax, and, is only bound if confirmed in writing by our office.

Notice: the policies of insurance listed on the attached certificate of insurance have been issued to the named insured 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 on the ACORD certificate of insurance are subject to all the terms, endorsements, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

Confidentiality Notice: This Electronic message, together with its attachments, if any, is intended to be viewed only by the individual to whom it is addressed. It may contain information that is privileged, confidential, protected health information and/or exempt from disclosure under applicable law. Any dissemination, distribution or copying of this communication is strictly prohibited without our prior permission. If the reader of this message is not the intended recipient or if you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer system.

All Florida Security Services Inc.

6971 Hancock Drive - Port St. Lucie, Fl. 34952 - 772-595-5335

Email: *Richard@SecurityInFlorida.com* *Website: www.SecurityInFlorida.com*

December 22, 2025

Re: Cyber Liability and Excess Liability Coverages; RFP20260050

To all parties this may concern,

Kindly allow this Letter of Intent to show proof positive that AFS proactively gained a viable and valid quote for the current RFP requirements of Cyber Liability and Excess Liability Insurance coverages. These policies can and will be purchased and secured within the 10-day timeline that the RFP allows. Hopefully, this governing body will take into account that purchasing a policy without a guarantee of the reward of said RFP would not be a fruitful business decision. As such, AFS is kindly asking for grace and trust that upon rewarding of said RFP, AFS will purchase required insurances and produce its coi's forthwith. Thank you in advance for your kind understanding and anticipated cooperation.

Warm regards,

Chief Richard Stein, CEO

All Florida Security Services Inc.

Office: 772-595-5335

Website: www.SecurityInFlorida.com

cc: file

7672

ALL FLORIDA SECURITY SERVICES (AFBB)
6971 Hancock Drive
Port St. Lucie, Fl. 34952
772-595-5335

MIDFLORIDA CREDIT UNION
Lakeland, Florida 33801

63-7980/2631

12/23/2025

PAY TO THE ORDER OF City of Port St. Lucie $ **1,000.00

One thousand and 00/100********** DOLLARS

Security features. Details on back.

City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

VOID after 30 days from above date

AUTHORIZED SIGNATURE

MEMO Armed Security Guard Services RFP - MIDFLORIDA

⑈007672⑈ ⑆263179804⑆ 14184348⑈

ALL FLORIDA SECURITY SERVICES (AFBB) 7672

12/23/2025 **City of Port St. Lucie**

Bid Deposit RFP 20260050 Armed Security Guard 1,000.00

MidFL Chkg Acct. 3498 Armed Security Guard Services RFP - MIDFLORIDA Event Center 1,000.00

ALL FLORIDA SECURITY SERVICES (AFBB) 7672

12/23/2025 **City of Port St. Lucie**

Bid Deposit RFP 20260050 Armed Security Guard 1,000.00

MidFL Chkg Acct. 3498 Armed Security Guard Services RFP - MIDFLORIDA Event Center 1,000.00

PRODUCT DLT103 USE WITH 31663 ENVELOPE Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

4279143 122

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City of Port St. Lucie

20260050

ARMED SECURITY GUARD SERVICES

RELEASE DATE: November 18, 2025
RESPONSE DEADLINE: December 24, 2025, 3:00 pm

Please refer to the project timeline in this document for all important deadlines.

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8. Payment
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11. Contract Terms and Conditions
12. List of RFP Documents
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Attachments:

A - Sample Contract

1. Introduction

1.1. Purpose of Procurement

Pursuant to the City of Port St. Lucie Code of Ordinances, Section 35.07, this electronic Request for Proposals ("RFP") is being issued to establish a contract with a qualified proposer who will provide Armed Security Guard Services to the City of Port St. Lucie (hereinafter, "City") as further described in this RFP. This RFP has been developed to solicit responses from consulting firms (or teams of firms) proven to be qualified and experienced in Armed Security Guard Services This RFP has been developed to solicit responses from consulting firms (or teams of firms) proven to be qualified and experienced in architecture, professional engineering, landscape architecture, or registered surveying and mapping.

A descriptive overview of the City can be found at https://www.cityofpsl.com/discover-us/about-psl . Please visit the City's website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

1.2. Overview of the RFP Process

The objective of the RFP is to select one (1) or more qualified Proposer (as defined by Section 1 – "Purpose of Procurement") to provide the goods and/or services outlined in this RFP to the City. This RFP process will be conducted to gather and evaluate responses from proposers for potential award. All qualified Proposers are invited to participate by submitting responses, as further defined below. After evaluating all Proposers' responses received prior to the closing date of this RFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the RFP process will be posted to the electronic bidding system.

NOTE TO PROPOSERS: The general instructions and provisions of this document have been drafted with the expectation that the City will make a single award; however, please refer to "Selection and Award," of this RFP for information concerning the City's actual award strategy (single, multiple, split awards, etc).

1.3. Schedule of Events

The Schedule of Events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur, which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date of this RFP. After the close of the RFP, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and the Contract term, on an as-needed basis, with or without notice.

Release of RFP:	November 18, 2025

Question Submission Deadline:	November 25, 2025, 5:00pm
Question Response Deadline:	December 10, 2025, 5:00pm
Response Submission Deadline:	December 24, 2025, 3:00pm

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations, and proposal revisions may not be required.

1.4. Official Issuing Officer (Procuring Agent)

India Barr, Procurement Contracting Officer II

772-344-4055

ibarr@cityofpsl.com

1.5. Definition of Terms

Please review the following terms:

-Proposer(s) – companies desiring to do business with the City (Also called “Bidder,” “Contractor,” or “Offeror.”)

-City of Port St. Lucie (“City”) – the governmental entity identified in “Purpose of Procurement,” of this RFP.

-Immaterial Deviation – does not give the Proposer a substantial advantage over other Proposers.

-Material Deviation – gives the Proposer a substantial advantage over other Proposers and thereby restricts or prevents competition.

-Procurement Management Division (“PMD”)- The City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.

-Responsible – means the Proposers, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

-Responsive – means the Proposer whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

-Sourcing Platform – OpenGov

Any special terms or words which are not identified in the City's RFP Document may be identified separately in one or more attachments to the RFP.

1.6. Contract Term

The Initial term of the contract(s) is for three (3) years from the execution date . The City shall have three (3) one-year option(s) to renew, which shall be exercisable at the sole discretion of the City. Renewal(s), if provided and selected solely by the City, will be accomplished through the issuance of Contract Amendment.

In the event that the Contract(s), if any, resulting from the award of this IFB shall terminate or be likely to terminate prior to the making of an award for a new Contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the Contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The Contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this IFB states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

1.6.1 Hours of Service

The standard hours of work allowed in the City's rights-of-way are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the Port St. Lucie Police Department (PSLPD). 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 is not 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 PSLPD. All night work within the City's rights-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.

2. Scope of Work

2.1. Addition of Locations

During the term of the Contract, the City of Port St. Lucie may require Armed Security Services at additional locations beyond those listed in this Solicitation. In such cases, a City representative may request a price quote from the Awarded Bidder for coverage at the new location(s).

The City reserves the right to:

- Award the additional location(s) to the Awarded Bidder based on the quoted price,

All additions of locations authorized by the City shall be formalized through a Contract Amendment issued by the City's Procurement Department.

2.2. Scope of Work

The MIDFLORIDA Event Center (MFEC)

Statement of Work/Presence/Equipment Requirements:

1) Shift Hours - MFEC - 1 Armed Security Guard to be centrally stationed at the MFEC main lobby desk. The hours of the assignment are Monday through Friday, 8:00 a.m. – 9:00 p.m., and 9:00 a.m. to 6:00 p.m. on Saturday and Sunday. Monday through Friday time frames will require two shifts. Further detail regarding hours, holidays, etc. is covered in the "Hours & Holidays" section below.

2) Primary Role - MFEC - The primary role for this assignment will be based out of the lobby area (which is where this position will be based), and will consist of the following duties:

> Monitor the facility's robust security camera system for activity that violates the City's facility rules and regulations, or for illegal and/or unsafe conduct.

> The Security professional will also visually monitor foot traffic entering the shared lobby space (MFEC- **Event Center** and P&R- **Parks & Recreation Facility**) for anyone who appears unsafe or is not authorized to be in the building at that time.

> When witnessing unsafe behavior or violations, the Security guard is to engage the individual(s) to cease the activity that could be dangerous to others, and, if not, ask them to leave the premises immediately. If refused, the Security Guard will be authorized to immediately contact the Port St. Lucie Police Department (PSLPD) if the Security Guard deems the situation beyond their ability to manage.

> The use of force, of any kind, should always be a last resort, except if there is a direct discernible threat to the Security Officer, staff, patrons, or City property. A de-escalation plan, along with a daily action plan, will be developed and reviewed with the Security Company upon award of the contract. Interested parties need to provide details on the level of "de-escalation training" that their Security Guards receive during their onboarding. Proof of de-escalation training for your staff as part of onboarding is an absolute requirement.

> Assist with evacuations and lockdowns as required. Immediately report emergencies and/or security breaches to designated personnel.

> Provide a visible security presence to deter illegal and/or inappropriate behavior. De-escalate situations and manage conflicts in a professional manner.

3) Patrols / MFEC - The Security Guard for each of the two shifts will perform the following:

> 4 interior patrols along with four exterior patrols for a total of 16 surveillance patrols during the assignment hours Monday through Friday, 8:00 a.m. – 9:00 p.m., and 9:00 a.m. to 6:00 p.m. on Saturday and Sunday. These daily patrols will include both the interior spaces and the exterior property surrounding both the Event Center and the Parks & Rec Facility. While on interior patrols, the Security guard will check that all doors identified as secured are in fact locked and that there are no individuals in these areas who are otherwise not authorized.

> In addition, this will also include the interior and exterior spaces of the adjacent warehouse and the 6-level parking garage. For the exterior patrols, the area is approximately 40 acres connected by roads and sidewalks. The patrol will cover the interior spaces of the adjacent parking garage and warehouse, as well as the outlying areas extending from Village Green Drive (east end of the property) to Federal Highway (west end of the property). To facilitate this patrol in a timely and efficient manner, a marked "Security" Golf Cart will be provided and operated by the Security Guard in a safe and effective manner.

> All patrol routes will be established in advance with the primary point of contact, and must be documented to be included in the daily report for that facility.

4) Daily Activity Reports – The Security Company will provide a daily activity report/log every morning before 9 a.m. via email to the necessary identified points of contact(s) for that location. These activity reports will detail the previous day's patrols, any observations, and any incidents. These reports need to include: 1) the number of tours completed, along with the times they were conducted; 2) total incidents, if any, and, if incidents should occur, a detailed recount of what occurred, and the action that was taken to resolve; 3) photographs from bodycams when relevant. Reporting systems such as "Belfry" or "like" competitors are required. Proposers shall include a detailed overview of which reporting system they intend to use in their proposal.

5) Reporting Lines - MFEC - The Security Officer and their Company will report directly to the Event Center's Director, Assistant. Director or Deputy Director for general oversight, schedule changes, questions, and overall management while on the property. Also, while on duty, the Security Guard should ALWAYS remain responsive to any MFEC and P&R staff member for assistance if a security concern arises.

6) Hours & Holidays

MFEC - Requires a Security Guard present Monday through Friday, 8:00 a.m. – 9:00 p.m., and 9:00 a.m. to 6:00 p.m. on Saturday and Sunday.

All workday shifts should include a half-hour lunch. The city observes 12 holidays on which Security Guard services are not required. Additionally, for this bid, looking at a work year of 365 days, minus the 12 holidays, that leaves approximately 353 workdays. This could vary as needed. **Submissions need to include the hourly rate for the above-mentioned hours. Should overtime be required (which may occur), please clearly state what those charges will be and how they will be calculated. For consideration, we require a transparent pricing structure with detailed breakdowns as necessary.**

Other Requirements:

1) Background Checks

The Security Contractor shall require that all of its employees have passed and possess: A) Level I background checks, as described in section 435.03, Florida Statutes; B) National Sexual Predator Database Screening; C) Nationwide Comprehensive and Criminal Background search; D) Private Security license verification; E) Drug test (officer, by policy, are subject to random drug testing}. In addition, the Security Company shall require that those of its staff who will be deployed at either the MFEC or P&R facilities also possess State of Florida Security Guard Class-D & G licenses. The attainment of these background verifications and licenses is the responsibility of the Security Company bidding for this contract. The City will incur no costs in the attainment of any of the above. Upon award, this documentation will need to be submitted to the City and approved before any contingent Security staff can perform security services at the MFEC and P&R facility. Contingent staff shall include any employees, agents, representatives, or subcontractors that will, or could, provide any services related to the City under the Security Agreement that will be in place.

2) Appearance, Equipment & Approach - The Security Officer needs to present themselves professionally with the following requirements: 1) consistently badged uniform that clearly identifies them as a Security Officer; 2) protective vest/body armor; 3) handcuffs; 4) non-lethal pepper spray; 5) a Class-G-approved firearm with additional reloads; 6) body Camera to be worn at all times while on duty, easily activated when necessary, and provides for the ability to transfer any captured video to either Event Center and P&R staff as needed; 7) Carry a Two-way radio (to be supplied by the Event Center) for efficient communication with staff onsite. Other equipment, such as a taser and/or an expandable baton, can also be worn at the discretion of the Security Company based on its assessment of its officers' needs. All of this equipment (except the facilities' 2-way radio and the MFEC golf cart) is to be supplied by the Security Company.

It is also essential to understand that this location is a highly trafficked facility serving the citizens of the City of Port St. Lucie. Interested parties can, and should, expect that their staff will have a high degree of interaction with our staff, as well as with visitors and guests throughout both facilities. The Security company's employees, while on City property, will conduct themselves in the utmost professional manner, behave in a way that is friendly, polite, approachable, and keep the mission, vision, and values of the City of Port St. Lucie at the forefront of their decision-making and in how they engage with staff and the public.

Lastly, the landscape has now changed in Florida's position involving "open-carry." Interested parties must include in their response the measures they have taken with their staff to inform and train them on the change in rules correctly, and what is acceptable behavior while carrying vs. not carrying, etc.

3) Security Pool Staffing & Rotation

The Security Company will need to maintain an active pool of at least four cleared and validated Security guards for the MFEC. All will need to meet the above qualifications, so they may step in to work if the primary Security guard team is unavailable due to sickness, vacation, etc. This is to ensure there is no lapse in coverage during the identified hours.

4) Business License & Insurance

For this bid, interested parties will need to possess the following: A) a current Florida business license; B) Commercial General & Professional Liability Insurance; C) Workers' Compensation Insurance & Employer's Liability; D) Business Automobile Liability Insurance (for the operation of the City's Security Golf Cart); E) the necessary tax filing information / W9.

5) Keys & Security FOB

Each Security personnel will be issued their own individual key FOB and standard access keys for the entire facility. They cannot be shared, and the safekeeping, along with the prompt return of these items (to the MFEC Admin offices) in the event of a change in personnel, is the sole responsibility of the security contractor. Failure to do so promptly will result in the Security contractor incurring replacement costs, including the cost of re-keying locks if necessary, and/or may be considered in breach of this contract.

6) City of PSL Police Department / Rules of engagement/Orientation. The awardee will be required to attend a "rules of engagement/interactions" meeting with the City's Police representatives before any services can be rendered on either property. The attendees required will be MFEC and P&R management, the Security Companies owner/operator, and ideally, at least two of the primary security personnel who will be assigned to this location. This meeting will outline the following protocol for when incidents occur: 1) proper communication lines between armed Security personnel and PD; 2) escalation parameters; and 3) the thresholds for use of force.

3. Instructions to Proposers

This section contains general business requirements. By submitting a response, the Proposer is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Proposer's submitted pricing.

By submitting a response to the RFP, the Proposer is acknowledging that the Proposer:

1. Has read the information and instructions, and
2. Agrees to comply with the information and instructions contained herein.

3.1. General Information and Instructions

3.1.1 Familiarity with Laws and Regulations

It is the responsibility of responding Proposers to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations, that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve it from Contract responsibility.

3.1.2 Restrictions on Communicating with Staff/ Cone of Silence

From the issue date of this RFP until the time of City Council's approval of the award or the City Manager's approval when proposal amount is below the required formal solicitation threshold (or the RFP is officially canceled), Proposers are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, during the Bidders'/Offerors' conference (if any), as defined in this RFP, or as provided by existing work agreement(s). This is commonly known as a Cone of Silence during the procurement process as identified in the City Code of Ordinances, Section 35.13. Prohibited communication includes all contact or interaction, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Proposer violating this provision. Further information on this topic can be found on the Cone of Silence and RFP Communication Document.

3.1.3 Submitting Questions

All questions concerning this RFP must be submitted in writing on the OpenGov Platform during the Question and Answer open period. Please select the Question and Answer tab in the RFP project and click the "Ask Question" option. Once the question has been entered, select the "Submit Question" button. Enter a subject in the Subject field and then type the question in the Question field below. Once finished, select "Submit." No questions other than written will be accepted. No response other than written will be binding upon the City. All Proposers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Proposers are cautioned that the City

may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section.

3.1.4 Attending Bidders'/Offerors' Conference

The Bidders'/Offerors' Conference or any other information session (if indicated in the Schedule of Events) will be held at the locations referred to in "Schedule of Events," of this RFP. Unless indicated otherwise, attendance is not mandatory, although Proposers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Proposers must attend the conference in its entirety to be considered eligible for Proposers award. The Proposer is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Proposers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

3.1.5 The City's Right to Request Additional Information- Proposer's Responsibility

Prior to Contract award, the City must be assured that the selected Proposer has all the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Contractor's ability to perform, if awarded, the City has the option of requesting from the Proposer any information deemed necessary to determine the Proposer's responsibility. If such information is required, the Proposer will be notified and will be permitted approximately ten (10) business days to submit the information requested.

3.1.6 Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. Proposer's response must be complete in all respects, as required in each section of this RFP.

3.1.7 Rejection of Proposals; The City's Right to Waive Immaterial Deviation

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Proposer's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements, provided that, all the otherwise Responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this RFP.** A Proposer's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material

Deviation from the RFP requirements, which determination will be made by the City in its sole discretion and on a case-by-case basis.

NOTE: The City reserves the right to reject the Bid of any Proposer who has previously failed in the performance of an award, to deliver contracts of a similar nature on time, or who is not in a position to perform properly under this award. 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. Please see section 287.133, Florida Statutes, for further information regarding business transactions with companies that have been convicted of public entity crimes.

3.1.8 The City's Right to Amend and/or Cancel the RFP

The City reserves the right to amend this RFP. All revisions must be made in writing prior to the RFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the RFP known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Proposer shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any revisions/additions made in writing prior to the close of the RFP, whether or not such revision occurred prior to the time the Proposer submitted its response), unless expressly stated otherwise in the Proposer's response. THEREFORE, EACH PROPOSER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE PROPOSER'S RESPONSE PRIOR TO THE CLOSE OF THE RFP. All Notice(s) to Proceed with Negotiations and/or Notice of Intent to Award (NOIAs) will be posted as referenced in Section 9 - "Public Award Announcement," of this document. **Finally, the City reserves the right to amend or cancel this RFP at any time.**

3.1.9 Assigning of the Contract & Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Proposer shall not assign, sell, transfer, or otherwise dispose of the awarded Contract or any portion thereof, or of the work provided for therein, or of its right, title, or interest therein, to any person, firm, or corporation without the prior written consent of the City.

Each Proposer shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet. The successful Proposer(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 a list shall be accompanied by an experience statement for each such subcontractor, supplier, person, or organization, if requested by the City. The City, if after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, the City may, before the Notice of Intent Award is given, request apparent successful Proposer to submit an acceptable substitute without an increase in Bid price.

If the apparent successful Proposer(s) declines to make any such substitution, the City may award the Contract to the next acceptable Proposer(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 Proposer(s). Any subcontractor, supplier, other person, or organization listed and to whom the City does not make written objection prior to the giving of the Notice of Intent to Award, shall be deemed acceptable to City, subject to revocation of such acceptance after the effective date of the Contract.

No subcontract which Proposer enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Proposer of any responsibility, obligation, or liability under the Contract, and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations, and responsibilities of the Proposer under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a subcontractor from performing work under the Contract at any time, with or without cause.

3.1.10 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the original Contract at the sole discretion of the City.

3.1.11 Protest Process

Proposers should familiarize themselves with the procedures set forth in City Code of Ordinances, Section 35.15. By submitting a response to this RFP, the Proposer certifies that it is on notice of Section 35.15, understands the procedures set forth therein, and acknowledges it is bound by the protest process therein.

3.1.12 Costs for Preparing Responses

Each Proposer's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest

process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.

3.1.13 Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by City ordinances and state and federal laws. Any material that is submitted in response to this RFP, including anything considered by the Proposer to be confidential or a trade secret, will become a public document pursuant to Chapter 119, Florida Statutes. Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to section 119.07, Florida Statutes. Therefore, the Proposer is hereby cautioned NOT to submit any documents that the Proposer does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Proposer may be marked as "confidential," "proprietary," etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Proposers should review Chapter 119, Florida Statutes for all updates before requesting exceptions from Chapter 119.

3.2. Submittal Instructions

Submittal Instructions to Electronic Bidding System

Listed below are key action items related to this RFP. The **Schedule of Events** Section identifies the dates and time for these key action items. This portion of the RFP provides high-level instructions regarding the process for reviewing the RFP, preparing a response to the RFP, and submitting a response to the RFP.

3.2.1. RFP Released

The release of the RFP is through the posting of this project in OpenGov, the City's electronic bidding system. Each Proposer interested in competing to win a Contract award must complete and submit a response to this RFP in OpenGov. Therefore, each Proposer MUST carefully review the submittal instructions.

3.2.2. RFP Review

The RFP 20260050 consists of the following: this document, entitled "Armed Security Guard Services," and any and all information included in the RFP, as posted to OpenGov, including any and all documents provided by the City as attachments to the RFP or links contained within the RFP or its attached documents.

Please carefully review all information, including all documents available as attachments or available through links. Any difficulty accessing or opening provided links or documents should be reported immediately to the Issuing Officer.

3.2.3. Preparing a Response

When preparing a response, the Proposer must consider the following instructions:

1. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
2. Proofread your response and make sure it is accurate and readily understandable.
3. Label any and all uploaded files using the corresponding section numbers of the RFP as specified by the City.
4. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Proposer's response may be considered incomplete and disqualified from further consideration.
5. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following formats: Microsoft Office and portable document format file (PDF). Unless the RFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer, India Barr, prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the Proposer, the Contractor's response will be considered incomplete and disqualified from further consideration.

3.2.4. Reviewing, Revising, or Withdrawing a Submitted Response

After the response has been submitted, the Proposer may view and/or revise its response by logging into OpenGov. Please take note of the following:

A. REVIEW AND REVISE. Proposers may modify their submittal electronically via the City's electronic bidding system at any time prior to the scheduled due date and time for submission. In order to revise, the Proposer must navigate to their submitted response via the City's electronic bidding system and then click "Unsubmit Response." At this point, Proposer's response is no longer submitted. Proposer should make the changes required and promptly re-submit its response before the submission date and time.

B. WITHDRAW. Proposers may withdraw their submittal electronically via the Portal at any time prior to the scheduled due date and time for submission. In order to withdraw, the Proposer must navigate to their submitted proposal via the City's electronic bidding system and then click "Unsubmit Response". In the event a Proposer desires to withdraw its response after the closing date and time, the Proposer must submit a request in writing to the Issuing Officer.

3.3. Proposal Format

Instructions to Respondents

The Respondent's proposal must be submitted in accordance with these instructions. Failure to follow these instructions may be cause for rejection of the proposal. For ease of review, submittals should be tabbed and divided in accordance with the sections outlined below with pages sequentially numbered. Submittals should be concise, provide only the information requested, and adhere to the page limits if applicable set forth herein.

Proposals must include the following information in this order:

Title Page

Title Page shall show the request for proposal's subject, title, and proposal number; the firms name; address, email address and telephone number of a contact person; and the date of the proposal.

Table of Contents

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 1 – Qualifications

- Include a brief history of the Proposer (years in business, annual volume of work over past five (5) years, company ownership, officers, etc.). **2 Pages Maximum**
- Provide a resume for each key individual needed to carry out the proposal and describe their proposed role/responsibilities. Identify whether these key individuals gained experience within or outside the company, and with whom. Include years in industry. List only those directly related to this project. **1 Page Per Resume Maximum.**
- Provide copies of all licenses, certifications, and other documentation required in order to enable the Team to perform the work proposed. **Condense to Multiple Certifications / Licenses Per Page.**

Tab 2 – Background Checks, Licensing and Ongoing Training Programs.

Background Checks: Vendors must conduct thorough **background investigations** on all assigned personnel, including criminal history, employment verification, and reference checks. Documentation of completed background checks must be available upon request to confirm compliance and suitability of staff.

Licensing: All security personnel must hold valid and current **state-issued security guard licenses** in accordance with applicable laws and regulations. Vendors are responsible for maintaining documentation of licensing and ensuring guards remain in good standing throughout the contract term.

Ongoing Training Programs: Security personnel must participate in **continuing education and training programs** to maintain professional standards. Training should include, at minimum:

- Emergency response procedures
- Customer service and communication skills
- Workplace safety and hazard awareness
- Updates on relevant laws, regulations, and best practices
- Open Carry -Interested parties must include in their response the measures they have taken with their staff to inform and train them on the change in rules correctly, and what is acceptable behavior while carrying vs. not carrying, etc.

Tab 3 – Service Approach and Methodology

- Reporting systems such as "Belfry" or "like" competitors are required. Proposers shall include a detailed overview of which reporting system they intend to use in their proposal. Patrol procedures, incident response, reporting protocols..

Tab 4 – Value Added Services

- Use of mobile apps, GPS tracking, customer service enhancements.

Tab 5 - Detailed Cost Structure (complete cost table).

4. General Insurance

The Proposer 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 and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Proposer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Proposer 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, and as may be amended from time to time, 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, and/or 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.

4.1. Indemnification/Hold Harmless

Proposer agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Proposer, agents, laborers, subcontractors or other personnel entity acting under Proposer control in connection with the Proposer's performance of services under the Contract. To that extent, Proposer shall pay any and all such claims and losses and shall pay any and all such costs and judgements which may issue from any lawsuits arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Proposer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Proposer or any agent laborers, subcontractors, or employee of Proposer regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Proposer shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Proposer on the work. This indemnification shall survive the termination of the Contract.

4.2. Workers' Compensation Insurance & Employer's Liability

The Proposer shall agree to procure and 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, 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 Proposer qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

4.3. Commercial General Liability Insurance

The Proposer shall agree to procure and maintain 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

4.4. Additional Insured

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 and non-contributory. 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 shall extend to independent consultants 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 insurance, 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 Liability policies. 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 shall be listed as additional insured and include Armed Security Guard Services Contract #20260050"** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. 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 endorsement shall be attached to the Certificate of Insurance.

4.5. Business Automobile Liability Insurance

The Proposer 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 Proposer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Proposer 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 and non-contributory basis.

4.6. Waiver of Subrogation

By entering into this Contract, the Proposer agrees 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 the Vendor 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 Proposer enter into such a Contract on a pre-loss basis.

4.7. Deductibles

All deductible amounts shall be paid for and be the responsibility of the Proposer for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

4.8. Compliance

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

responsibility of the Proposer to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language “when required by written contract”. If the Proposer, independent contractor and/or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Proposer/independent contractor/subcontractor.

The Proposer 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 is not obligated, 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.

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

4.9. Cyber Liability Insurance

Proposer shall agree to maintain Cyber Liability in limits not less $1,000,000 Per Occurrence for direct loss, legal liability, and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

4.10. Professional Liability Insurance

Proposer shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the City reserves the right, but is not obligated, to review and request a copy of Proposer’s most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, Proposer warrants that 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, Proposer shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

4.11. Requirements for Insurance

Within ten (10) business days of award, the awarded Proposer must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the contract number and the City as the Additional Insured party, as identified herein. The Proposer's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates and endorsements are provided.

5. Bonds and/or Letter of Credit, Permits

5.1. Bid Bond

Each responding Proposer must supply a Bid Bond or Bid Deposit (certified check, cashier's check, bank money order, bank draft of any national or state bank), in a sum of not less than $1,000.00 made payable to the City. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit must be scanned and uploaded as part of the Vendor Submission along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding Proposers must send the Original Bid Bond or Bid Deposit to the City within ten (10) business days after the RFP Due Date as reflected above in the section "Schedule of Events." The responding Proposer's proposal will be considered non-responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Proposers must submit a Bid Bond or Bid Deposit made payable to the City in a sealed envelope to:

India Barr
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attn: Procurement Management Department

Bonds must be issued by a Surety authorized to do business in the State of Florida, in order to guarantee that the Proposer will enter into a contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the Contract.

5.2. Certification

Proposal Certification

By responding to this solicitation, the Proposer understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which, when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Proposer and the City; and
2. That the Proposer guarantees and certifies that all items included in the Proposer's response meet or exceed any and all of the solicitation's identified specifications and requirements, except as expressly stated otherwise in the Proposer's response; and
3. That the response submitted by the Proposer shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Proposer's offer may be held open for a lengthier period subject to the Contractor's consent; and
4. That the Proposer's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies,

equipment, or services and is in all respects fair and without collusion or fraud. Proposer understands and agrees that collusive bidding is a violation of City ordinance and state and federal laws and can result in fines, prison sentences, and civil damage awards.

6. RFP Proposal (Bid) Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. The City has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The City will not tailor these needs to fit particular solutions Contractors may have available; rather, the Proposers shall propose to meet the City's needs as defined in this RFP. All claims shall be subject to demonstration. Proposers are cautioned that conditional proposals, based upon assumptions, may be deemed non-Responsive.

Unless requested otherwise, all responses must be provided in the format identified in the Section 3.2 - "Submittal Instructions." Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the Proposer's response.

By submitting a proposal, the Proposer acknowledges the detailed technical requirements and related services for this Sourcing Event.

6.1. Technical Proposal Introduction

All the items described in this section are service levels and/or terms and conditions that the City expects to be satisfied by the selected Proposer. Each Proposer must indicate its willingness and ability to satisfy these requirements in their response.

6.2. Proposer General Information

Each Proposer must complete all the requested information in the **Proposer's General Information Worksheet** in the Vendor Submission Requirements and Attestations Section.

6.3. Mandatory Requirements

As noted in the preceding section, this RFP contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the Proposer in order to be considered Responsive, and, therefore, eligible for Contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this RFP document.

2. Requirements contained in any attachment to the Sourcing Event, including any Mandatory Forms, Electronic Acknowledgements, and Proposal.

3. Copy of Current Insurance Certificate, Licenses, required Certifications, etc.

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed.

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered Responsive, Responsible, and eligible for award, all requirements identified as mandatory must be marked "Yes" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirements (e.g., responding "NO" that the Proposer does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the Proposer's response, except as otherwise provided in Section 9 - "Evaluation and Award," of this RFP. Please note some requirements may require the Proposer to provide product sheets or other technical materials.

It is strongly encouraged that all Proposers review all documents that are electronically attached to this RFP. Reviewing the documentation ensured that Proposers understand the full scope of the City's request.

6.4. Additional Information

Please access and review all the attachments provided by the City within the Project. If supplemental materials are requested by the City to be submitted by the Proposer as part of the technical proposal, the Proposer should upload these additional materials as directed by the City.

7. Cost Table

COST TABLE

Line Item	Cost Category	Amount	Unit	Unit Cost	Total
Detailed Cost Breakdown					
1	Security Guard Base Hourly Wage	1	Hourly		
2	Uniform and Equipment	1	Per Guard		
3	Training and Certification Cost	1	Per Guard		
4	Security Guard Total Rate	1	Hourly		
Overtime - Hours Worked Beyond Scheduled Shift					
5	Overtime Rate	1	Hourly		
TOTAL					

8. Payment

8.1. Payment

To ensure proper payment the awarded Proposer must comply with the following:

1. The City shall have not less than thirty (30) days to pay for any commodities.

2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.

3. All invoices must reference the Contract Number as established by the City.

4. Under no circumstance, will interest of any kind be required as payment to the Awarded Proposer.

5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the RFP and agreed upon by the City.

6. Any discrepancies noted by the City must be corrected by the Awarded Proposer within forty-eight (48) hours.

7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Proposer must submit an amended invoice, or a credit memorandum for the disputed amount.

8. The City will not make partial payments on an invoice where there is a dispute, except as required by law.

9. The City will only make payments on authorized transactions.

10. All invoices must be sent to: The Project Manager

9. Proposal Evaluation, Negotiations, and Award

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the City based on a combination of technical and cost factors. Based on the results of the initial evaluation, the City may or may not elect to negotiate technical and/or cost factors as further described in the RFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of the section"Scoring Criteria," of this RFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the apparent successful Proposer(s) will be required to enter into discussions with the City to resolve any exceptions to the City's Contract. The City will announce the results of the RFP as described further in section "Public Award Announcement" of this RFP.

9.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Proposal was submitted by the deadline.
2. Proposal is complete and contains all required documents.
3. Technical Proposal does not include any pricing from the Cost Proposal.

9.2. Best Value Analysis- See City Code of Ordinances, Section 35.12.

The following criteria will be used to select the bid that will provide the best value to the City:

1. Skill, workmanship, experience, and past performance demonstrated by the bidder or proposer in performing the same type of work or services as those sought by the City, or the experience, expertise and quality of services demonstrated by the bidder or proposer for professional, consulting and other services;
2. Ability to meet the minimum qualifications or requirements of the solicitation;
3. Adherence to specifications, design, or the approach to the project or study, as applicable;
4. The Proposer's capacity to perform in terms of personnel, equipment, facilities, licensing, and ability to meet time requirements and schedules;
5. The Proposer's capacity to perform in terms of financial viability, ability to provide required insurance and business tax receipts, and bonding capacity, if applicable;

6. Prices, costs, or rates in relation to the goods, supplies, materials, equipment or services sought to be procured, except as provided by Consultant's Competitive Negotiation Act (CCNA), as applicable. Lowest price is not the sole determining factor of best value;
7. Life cycle costs of the goods, supplies, materials, equipment or services to be procured;
8. Any other factor specific to the particular solicitation that is specifically described in the procurement solicitation document;
9. City Code of Ordinances, Section 35.14, Local Preference in Purchasing or Contracting;
10. The total cost of ownership of the products or services and their impact on the City's budget in future years.

The element of price is but one of the criteria elements. When considering a proposal, the City will:

1. Evaluate the pricing offered by the Proposer; consider lifecycle costing, depreciation, and service contracts.
2. Determine what proposal provides the best value to the City.

Value Added: The amount or dollar value of a service that the Proposer may be able to provide the City:

1. Value added may be an actual amount given to the City as a signing bonus.
2. Value added may be equipment or services given to the City. In this case, the value will be determined by the City for the goods or services, not the Proposer.

Any prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offenses indicating a lack of business integrity or honesty; or any prior violation of the City's ethical standards may be considered when determining best value and may result in a Contractor not being awarded the project.

See City Code of Ordinances, Section 35.12.

9.3. Evaluating Proposal Factors

If the Proposer's proposal passes the Administrative/Preliminary Review, the Proposer's responses to "RFP Proposal (Bid) Factors," will be submitted to the Evaluation Team for evaluation.

1. Review of Mandatory and Mandatory Scored Questions

The Evaluation Team will review each proposal in detail to determine its compliance with mandatory RFP requirements. Responses to both "Mandatory" and "Mandatory Scored" Questions will be evaluated on a pass/fail basis. If a proposal fails to meet a Mandatory and/or Mandatory Scored RFP requirement, the City will determine if the deviation is material. A Material Deviation will be cause for

rejection of the proposal. An Immaterial Deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the "Mandatory" and "Mandatory Scored" Questions are considered "Responsive Proposals" at this point, and will be scored in accordance with the point allocation in "Scoring Criteria," of this RFP.

The Proposer will receive a total technical score at the conclusion of the evaluation of the RFP Proposal (Bid) Factors.

9.4. Local Preference in Purchasing or Contracting (City Code of Ordinances, Section 35.14)*

Except where otherwise provided by federal or state law, other funding source restrictions, or as otherwise set forth in the purchasing policy, the City shall give preference to local businesses in the following manner:

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request

for proposals is developed with evaluation criteria, a local preference of the total score may be assigned as follows:

1. Local Businesses which meet all the criteria for a Local Business as set forth in this section (City Code of Ordinances, Section 35.14), shall be given a preference in the amount of five percent (5%) of the total score of the Local Business.
2. The City Procurement Management Division shall have the sole discretion to determine if a Contractor meets the definition of a "Local Business."

2. Limitations

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the City Code and the City of Port St. Lucie Procurement Manual.
2. The provisions of this section shall not apply where prohibited by Federal or Florida law or where prohibited under the conditions of any grant.
3. The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Procurement Manual.
4. The provisions of this ordinance shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), Section 287.55, Florida Statutes.
5. The provisions of this section shall not apply to any procurement where the local nature of a business has been addressed through the scoring criteria.

*** Please review City Code of Ordinances, Section 35.14, for the full governing ordinance.**

9.5. Negotiations of Proposals and/or Cost Factors

The objective of negotiations is to obtain the Proposer's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE CITY URGES THE PROPOSER (1) TO SUBMIT ITS BEST RESPONSE, AND (2) NOT TO ASSUME THE PROPOSER WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

1. Overview of Negotiations

After the Evaluation Team has scored the Proposers' proposals, the City may elect to enter into one or more rounds of negotiations with all Responsive and Responsible Proposers, or only those Proposers identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those Proposers included in the competitive range must have highly scored proposals.

After each round of negotiations (if any), the Proposer must submit revisions to its proposal factors, which revisions will be scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the Proposers. Proposers may be removed from further participation in the negotiation process in the event the Evaluation Team determines the proposer cannot be considered Responsive and Responsible or based on the competitive range as defined in "Competitive Range."

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, negotiations and Proposal Revisions will not be required.

2. Negotiation Instructions

Listed below are the key action items related to negotiations. The City's Negotiation Committee may consist of the City's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the City's Evaluation Committee.

a. Negotiation Invitation: Those Proposers identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Proposers will be notified in writing:

1. The general purpose and scope of the negotiations;
2. The anticipated schedule for the negotiations; and
3. The procedures to be followed for negotiations.

b. Confirmation of Attendance: Proposers who have been invited to participate in negotiations must confirm attendance.

c. Negotiations Round(s): One or more rounds of negotiations may be conducted with those Proposers identified by the City's Evaluation Team.

3. Competitive Range

If the City elects to negotiate, the City may either (1) elect to negotiate with all Responsive and Responsible Proposers, (2) limit negotiations to those Proposers identified within the competitive range, or (3) limit negotiations to the number of Proposers with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those Proposers identified within the competitive range, the City will identify the competitive range by (1) ranking Proposers' proposals from highest to lowest based on each Proposer's Total Combined Score, and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of Responsive and Responsible Proposers is so great that the City cannot reasonably conduct negotiations (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked Proposers as determined by the Total Combined Score.

4. Negotiation Round Completion

As part of each round of negotiation, the City may or may not engage in verbal discussions with the Proposers. However, whether or not the City engages in verbal discussions, any revisions the Proposer elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer. All revisions received by the due date and time will be evaluated and re-scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the Proposers. Revisions which are not received prior to the due date and time cannot be considered; however, any Proposer failing to submit timely revisions will not be disqualified from consideration for award based on its final proposal as accepted by the City.

9.6. Selection and Award- Single Award

The City reserves the right to: (a) waive minor irregularities, variances, or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from Proposers; (d) request resubmissions from all Proposers; (e) award in whole, in part; or by line item; and (f) take any other action as permitted by law. The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right, the Contract awarded under this solicitation shall remain in effect as to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein. Proposer agrees and understands that any Contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one Contract under this solicitation, at its sole option.

The Responsive and Responsible Proposer receiving the highest Total Combined Score and with whom the City is able to reach agreement as to contract terms will be selected for award.

9.7. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits or to invite Proposers to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, local laws and/or ordinances, or an applicable grant, all Proposer requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Proposers are not permitted to revise their responses as part of the presentation and/or demonstration. Cost proposals and related cost information must not be discussed during the oral presentation of the Proposer's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined in Section "Negotiations of Proposals and/or Cost Factors." Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Proposer's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Proposer's name, RFP number, and item number. Failure of Proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Division.

9.8. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The NOIA is not notice of an actual Contract award; instead, the NOIA is notice of the City's expected Contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, Section 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

10. Scoring Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Qualifications/Experience** • This section outlines the professional qualification, specialized experience, expertise, and qualifications of the company. Include formal education credentials, specialized training, and recognized certifications that demonstrate proficiency. Include a brief history of the Proposer (years in business, annual volume of work over past five (5) years, company ownership, officers, etc.), Identify whether these key individuals gained experience within the company or outside the company and with whom, years worked. Include an organizational chart and/or workflow chart to identify each key role. Relevant detailed overview of professional roles held, highlighting responsibilities, accomplishments, and career progression. References on from five (5) existing firms to which it has provided these services in the past five (5) years or which it is under Contract for such services presently.	Points Based	30 *(30% of Total)*

2.	**Licensing, Background Checks and Staff Training** Security Guard licensing, background checks, ongoing training programs. **Licensing:** All security personnel must hold valid and current **state-issued security guard licenses** in accordance with applicable laws and regulations. Vendors are responsible for maintaining documentation of licensing and ensuring guards remain in good standing throughout the contract term. **Background Checks:** Vendors must conduct thorough **background investigations** on all assigned personnel, including criminal history, employment verification, and reference checks. Documentation of completed background checks must be available upon request to confirm compliance and suitability of staff. **Ongoing Training Programs:** Security personnel must participate in **continuing education and training programs** to maintain professional standards. Training should include, at minimum: ○ Emergency response procedures ○ Customer service and communication skills ○ Workplace safety and hazard awareness ○ Updates on relevant laws, regulations, and best practices ○ Open Carry - Interested parties must include in their response the measures they have taken with their staff to inform and train them on the change in rules correctly, and what is acceptable behavior while carrying vs. not carrying, etc. The vendor shall provide records of training completion and ensure that all guards remain current with required certifications and professional development.	Points Based	25 *(25% of Total)*

3.	**Service Approach & Methodology** Reporting systems such as “Belfry” or “like” competitors are required. Proposers shall include a detailed overview of which reporting system they intend to use in their proposal. Patrol procedures, incident response, reporting protocols.	Points Based	25 *(25% of Total)*
4.	**Value Added Services** Use of Mobile Apps, GPS Tracking, Customer Service Enhancements.	Points Based	15 *(15% of Total)*
5.	**Local Preference** City Code of Ordinances, Section 35.14, Local Preference in Purchasing or Contracting. Scored by PMD	Points Based	5 *(5% of Total)*

11. Contract Terms and Conditions

The contract that the City expects to award as a result of this RFP will be based upon the RFP, the successful Proposer's final response as accepted by the City, and all applicable Contract terms and conditions, which can be downloaded from from Attachments Section listed as **Attachment A – Sample Contract**. The "successful Proposer's final response as accepted the City," shall mean: the final cost and technical proposals submitted by the awarded Proposer and any subsequent revisions to the awarded Proposer's cost and technical proposals and the Contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the City, except that no objection or amendment by the Proposer to the RFP requirements or the Contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the Proposer's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this RFP. Proposers should plan on all expressed requirements within this RFP and City attached documents and links contained in this posted solicitation as being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Proposers. The City may supplement or revise Contract terms and conditions and/or service specific requirements before Contract execution.

Exception to Contract

By submitting a proposal, each Proposer acknowledges its acceptance of the RFP specifications, and the Contract terms and conditions without change. If a Proposer takes exception to a Contract provision or solicitation requirement, the Proposer must state the portion excepted, reason for the exception, and state the specific Contract language it proposes to include in place of the portion excepted. Any exceptions to the Contract must be uploaded and submitted as an attachment to the Proposer's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

In the event the Proposer is selected for potential award, the Proposer will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the Schedule of Events. Failure to resolve any contractual issues will lead to rejection of the Proposer. The City reserves the right to proceed to discussions with the next best ranked Proposer.

The City reserves the right to modify the Contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Proposer. Exceptions that materially change the terms or the requirements of the RFP may be deemed non-Responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Proposer an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the

Proposer is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed contract (including any amendments accepted by both the City and the Proposer attached hereto), the RFP (including any subsequent addenda and written responses to Proposers' questions), and the Proposer's Response, any inconsistency or conflict shall be resolved as follows:

(i) First, by giving preference to the specific provisions of the executed Contract.

(ii) Second, by giving preference to the specific provisions of the RFP.

(iii) Third, by giving preference to the specific provisions of the Proposer's Response, except that objections or amendments by a Proposer that have not been explicitly accepted by the City in writing shall not be included in the Contract and shall be given no weight or consideration.

12. List of RFP Documents

The following documents make up this RFP. Please see Section 3 – “Instructions to Proposers” for instructions and Section 12/13 - "Vendor Submission Requirements and Attestations" on how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

1. Attachment A - Sample Contract

2. Mandatory Documents - see requirements in Section 3 - "Instructions to Proposers," and the required attachments listed in Section 12/13 - "Vendor Submission Requirements and Attestations":

- Contractor’s General Information Worksheet, and
- E-Verify Form, and
- Non-Collusion Affidavit, and
- Supplier Location Certification (Local vendors Only), and
- Debarment form. and
- Copy of W-9 (Vendor to provide), and
- Copy of Certificate of Insurance (Vendor to provide), and
- Copy of your licenses(s) or certification(s) for this type of work; or in compliance with Chapter 489, Florida Statues, a copy of the certificate issues by the State of Florida (Vendor to provide), and

Electronic confirmation for the following forms:

- Cone of Silence and Communication Document, and
- Contractor's Code of Ethics, and
- Drug Free Workplace, and
- Affidavit of Nongovernment Entity Anti-Human Trafficking Laws. and
- Vendor Scrutinized Companies List Certification, and

**Any documents indicated in Section 6.3 - "Mandatory Requirements," of this IFB must be uploaded into the project as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as Non-Responsive.

13. Vendor Submission Requirements and Attestations

13.1. Mandatory Forms

*Proposal Upload**

*Response required

*Contractor's General Information Worksheet**

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.

Please download the below documents, complete, and upload.

- PSL-_Consultant's_General_I...

*Response required

*E-Verify Form **

Please download the below documents, complete, and upload.

- E-Verify_Form.pdf

*Response required

*Non-Collusion Affidavit**

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit-fil...

*Response required

*Debarment Form**

Please download the below documents, complete, and upload.

- Debarment_form-fillable.pdf

*Response required

Supplier Location Certification

Please download the below documents, complete, and upload.

- Supplier_Location_Certifica...

*Copy of W-9**
*Response required

*Copy of Certificate of Insurance**
*Response required

*Copy of Bid Bond **
*Response required

13.2. Electronic Confirmation

*Cone of Silence and Communication Document**

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The “Cone of Silence” is in effect for this solicitation from the date the solicitation is advertised on the OpenGov Portal, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City Code of Ordinances, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through the Issuing Officer, for the procurement of these services.

☐ Please confirm

*Response required

*Drug Free Workplace**

The undersigned Contractor in accordance with section 287.087, Florida Statutes, hereby certifies that they comply fully with the below requirements.

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.

☐ Please confirm

*Response required

*Contractor's Code of Ethics**

The City of Port St Lucie (“City), through its Procurement Management Division (“Procurement Management Division”) 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 Division requires each vendor who seeks to do business with the City to subscribe to this Contractor’s Code of Ethics.

♦ A Contractor’s bid or proposal will be competitive, consistent and appropriate to the bid documents.

♦ A Contractor 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.

♦ Contractor 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.

♦ Contractor will completely perform any Contract awarded to it at the contracted price pursuant to the terms set forth in the Contract.

♦ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the Contract.

♦ Contractor 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.

♦ Contractor 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.

♦ Contractor 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.

♦ Contractor 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, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor 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:

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

o 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.

o 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.

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

☐ Please confirm

*Response required

*Affidavit of Nongovernment Entity Anti-Human Trafficking Laws**

In accordance with section 787.06(13), Florida Statutes, the representative of the nongovernmental entity bidder ("Entity"), attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in section 787.06.

☐ Please confirm

*Response required

*Vendor Scrutinized Companies List Certification**

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/media/mqodaonn/2024_12_17_-israel-scrutinized-companies-list-for-web.pdf

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

☐ Please confirm

*Response required

*I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.**

☐ Please confirm

*Response required

City of Port St. Lucie
Procurement Management Division
121 SW Port St. Lucie Blvd,, Port St. Lucie, FL 34984
(772) 871-5223

QUESTION & ANSWER REPORT

RFP No. 20260050

Armed Security Guard Services

RESPONSE DEADLINE: December 24, 2025 at 3:00 pm

Friday, March 6, 2026

Approved, Unanswered Questions

1. Vehicle?

Nov 25, 2025 1:34 PM

Question: Is there a specific type of vehicle required?

Nov 25, 2025 1:34 PM

6. Pre-Bid Meeting

Nov 25, 2025 4:13 PM

Question: Does the contractor need to do a site visit, bid walk or pre-bid meeting to qualify to bid?

Nov 25, 2025 4:13 PM

7. Firearm

Nov 25, 2025 4:11 PM

Question: Does the contractor need to supply the firearm, duty belt, ammo? What caliber is required for this post?

Nov 25, 2025 4:11 PM

8. Licensing

Nov 25, 2025 4:10 PM

Question: Does contractor need to be licensed in State of Florida to bid? How long does the contractor need to be in business/licensed for security in the State of Florida?

Nov 25, 2025 4:10 PM

Approved, Answers Provided

2. Prevailing Wage

Nov 25, 2025 1:28 PM

Question: Is there a wage requirement for this contract?

Nov 25, 2025 1:28 PM

Answered by David Stonehouse: I'm not sure I understand the question. After you have reviewed the scope of work, which translates from daily, to weekly, to monthly (for the most part, very consistent from day-to-day, it is then incumbent on your firm to provide the hourly rate at which you intend to bill. Also, as stated in the RFP, if you intend to charge an overtime rate (should overtime occur), then that also needs to be stipulated in your offer. Our billing cycle is bi-weekly.

Nov 25, 2025 4:24 PM

3. Amount of Hours

Nov 25, 2025 1:27 PM

Question: Are you able to provide the total amount of hours per week for this contract?

Nov 25, 2025 1:27 PM

Answered by David Stonehouse: As stated in the RFP, we are 7 days a week, most days 2 shifts... the hours for each are spelled out in the RFP. In reviewing the schedules, that will give you the total hours per week unless we are closed for certain holidays.

Nov 25, 2025 4:23 PM

4. Bid Bond

Nov 25, 2025 1:26 PM

Question: Is there an amount for the Bid Bond required?

Nov 25, 2025 1:26 PM

Answered by India Barr: The bid bond is $1000.00

Nov 25, 2025 3:21 PM

5. Body Cam

Nov 25, 2025 1:24 PM

Question: Is there a specific brand of body cam required for this RFP?

Nov 25, 2025 1:24 PM

Answered by David Stonehouse: No there is not. The only requirement is that in the event either Management or PD needs to review something quickly, the video can be provided to us in a very timely manner. Other than that, the choice of video technology is yours... and we would also ask that any and all interaction footage that is captured would be held for a minimum of three months... which is our current policy... unless otherwise specifically asked to be turned over to either the MFEC or PD.

Nov 25, 2025 4:23 PM

Agenda Summary

2026-226

Agenda Date: 3/23/2026 **Agenda Item No.:** 7.b

Placement: New Business

Action Requested: Motion / Vote

Approve The 2026 Saints Golf Course Charity No-Fee Golf Tournament Participants

Submitted By: Keith Bradshaw, Golf Course Administrator, Parks & Recreation

Strategic Plan Link: The City's Goal to enjoy culture, nature and fun activities.

Executive Summary (General Business): Three of the City's qualifying non-profit 501.C.3 organizations, who each have a direct affiliation with the City, have informed The Saints Golf Course of their desire to hold a golf tournament in 2026 per Management Directed Policy #22-01md.

Presentation Information: N/A, staff will be available to answer any questions.

Staff Recommendation: Move that the Council waive the current policy stating that only two "No-Fee" tournaments can be held each year and allow the St. Lucie County Humane Society, the St. Lucie Country Chamber of Commerce, and the Port St. Lucie Police Athletic League to each hold a "No-Fee" golf tournament at The Saints Golf Course in 2026. This waiver would also allow organizations that participated last year to participate this year (instead of taking the 2-year hiatus as per policy).

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve with changes.
2. Move that the Council not approve and provide staff with additional direction.

Background: The Management Directed Policy #22-01md provides an opportunity for the City Council to waive tournament fees and grant approval for two qualified community organizations to hold a "No-Fee" golf tournament at The Saints Golf Course each year. Per the policy, an organization awarded a tournament must take a two-year hiatus from the last City Council-approved tournament before again becoming eligible. The City Council may make an exception to this provision should a tournament opportunity exist due to no other qualifying organization submitting a request for consideration.

Issues/Analysis: Three non-profit organizations have informed The Saints Golf Course of their desire to hold tournaments in 2026. They are the St. Lucie County Humane Society, The St. Lucie Country Chamber of Commerce, and the Port St. Lucie Police Athletic League. All three of these organizations held "No-Fee" golf tournaments at The Saints Golf Course in 2025 with Council approval. Staff recommends waiving the policy language that restricts the number of "No-Fee" tournaments per year to two organizations and allow a third qualified organization to hold a "No-Fee" tournament at The Saints Golf Course in 2026.

Financial Information: It is estimated that each “No-Fee” tournament will negatively impact The Saints revenue stream by approximately $5,500 per tournament. This requested policy waiver by council and its potential impact on revenue has been approved by City management.

Special Consideration: Tournaments would be hosted only during the months of June through October each year.

Location of Project: The Saints Golf Course, 2601 Morningside Blvd.

Attachments: The Saints Golf Course Tournament Policy for Non-Profits Final Signed

NOTE: All of the listed items in the “Attachment” section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26042-05

Legal Sufficiency Review:
Reviewed by Margaret M. Carland, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

CITY OF PORT ST. LUCIE

Office of the City Manager

"A City for All Ages"

MEMORANDUM

RUSS BLACKBURN
City Manager

TO: MAYOR AND CITY COUNCIL

VIA: RUSS BLACKBURN, CITY MANAGER

FROM: DAVID GRAHAM, ASSISTANT CITY MANAGER

SUBJECT: THE SAINTS GOLF COURSE TOURNAMENT POLICY

DATE: MAY 26, 2022

The City of Port St. Lucie is fortunate to have affiliation with several local not-for-profit organizations that assist in the fulfillment of the delivery of services to our residents. Many of these organizations rely on donations or fundraising activities to sustain their operations. As the relationship between these groups and the City of Port St. Lucie are mutually beneficial, an opportunity has presented that may prove useful for some of these "partners" to utilize in their fundraising efforts that also benefits us through exposure of one of the City's best assets, The Saints Golf Course.

The City Manager authorized staff to prepare the attached Management Directed Policy #22-01md "City Council Authorized Golf Tournaments." This policy provides for the Parks & Recreation Department to host up to two tournaments annually to benefit partners of the City of Port St. Lucie who may sponsor a tournament at The Saints during specific times of year.

Staff welcomes the opportunity to meet with City Council members individually, if requested, to discuss the policy details or answer questions that might arise from your review. The intent is to make the policy effective June 20, 2022. Please advise if you have questions or suggestions to which we can respond when convenient on your schedule.

CC: Christina Flores, Executive Assistant
Brandon Dolan, Executive Assistant
Sherman Conrad, Director, Parks & Recreation Department
Mike Kendrick, Deputy Director, Parks & Recreation Department
Keith Bradshaw, Golf Course Administrator, Parks & Recreation Department

MANAGEMENT DIRECTED POLICY
Policy # 22-01md

TO: City Council

FROM: Russ Blackburn City Manager

EFFECTIVE DATE: June 20, 2022

INITIATED BY: Sherman Conrad, Director – Parks & Recreation Department
Mike Kendrick, Deputy Director – Parks, Parks & Recreation Department

POLICY TITLE: City Council Authorized Golf Tournaments

PURPOSE STATEMENT

The Saints Golf Course, as an Enterprise Fund operation within the Parks and Recreation Department, is charged with providing residents and visitors with an excellent golf experience in a modest country club setting with a goal of operating at little to no cost to the taxpayers who fund the City of Port St. Lucie government.

This Golf Tournaments Policy provides the City Council with the opportunity to authorize, up to twice annually, a tournament at The Saints Golf Course for eligible organizations.

DEFINITIONS

Eligible Organization: A not-for-profit organization with a direct affiliation or services contract with the City of Port St. Lucie.

Note: Direct affiliation pertains to 501(c)(3) organizations that enable citizen participation through City departments that provide for the health, safety, and welfare of City residents. A services contract refers to 501(c)(3) organizations who lease City-owned property to deliver services to the public without remuneration or charge a minimal fee.

POLICY

- The City Council may authorize up to two golf tournaments annually scheduled between the months of June through October to eligible organizations.
- The Parks and Recreation Department shall make a public announcement of the Golf Tournament Expression of Interest Period which shall be November 1 - December 31 annually, during which eligible organizations may submit their request for consideration by the City Council. Presentation of qualified submissions to City Council will be scheduled at a regular meeting of the City Council prior to March 1 annually, at which time award of the Tournament(s) will be selected and announced.
- Golf tournament authorization is limited to waiver of greens fees only.
- Food & beverage services are not included with City authorization and the cost for these services shall be contracted through the Concessionaire at The Saints Golf Course who holds an exclusive contract to provide these services, including alcohol and other beverages.
- To assist in fundraising, the approved organization(s) may install Tee Sponsorship signs in conjunction with their tournament. Installation and removal of such signage shall be the responsibility of the approved organization.
- The Saints Golf Course Administrator will assist in facilitating any needs or requests that the approved organization may have relative to their tournament event. Organizations are required to adhere to all rules set forth in the "Facility Rules" section below.
- An organization awarded a tournament must take a two-year hiatus from their last City Council-approved tournament before again becoming eligible. The City Council may make an exception to this

provision should a tournament opportunity exist due to no other qualifying organization submitting a request for consideration.

REQUEST FOR USE PROCESS:

- Organizations should consider planning their Tournament up to a year in advance to assure availability and provide opportunity for City Council consideration and approval.
- Upon City Council approval of a tournament, the organization must contact the Golf Course Administrator at The Saints Golf Course to complete a Golf Tournament Reservation Contract. This is required to assure that the date and time of the tournament can be accommodated at The Saints and, if needed, the Sandpiper Bay Banquet Room and/or Concessionaire services availability.
- Any questions should be directed to The Saints Administrator at 772-807-4454.

WHAT THE SAINTS GOLF COURSE PROVIDES:

1. Use of the driving range and golf course.
2. Free range balls for tournament participants.
3. Assistance with tournament scores.
4. Golf Cart included per registered group.
5. Optional Golf Club rental (regular rates apply).
6. Mobile Beverage Cart Service during tournament (provided by City-contracted Concessionaire).
7. Food & Beverage services and use of the Sandpiper Bay Banquet Room (must be reserved through City Contracted Concessionaire at the time of tournament reservation). Regular rates for these services are applicable.

WHAT THE SPONSORING ORGANIZATION PROVIDES:

1. Additional equipment that is not provided by The Saints Golf Course.
2. Movement and handling of any equipment brought in by the group.
3. Tee sponsorship signs (if applicable).
4. Post-function: Removal of all Tee sponsorship signs and additional equipment at the conclusion of the tournament.

FACILITY RULES:

1. This policy is applicable during the months of June through October. During this period, qualifying organizations are eligible for one of two tournament opportunities.
2. Decorations must meet the approval of the Parks & Recreation Director, or their designee, in advance. Decorations must be freestanding or tabletop. Nothing may be hung from the walls or ceilings. Restaurant and lobby furniture may not be moved.
3. Parking is permitted in the front parking lot or overflow parking near #10 Tee.
4. Fire exits must not be blocked. All exits must be unobstructed.
5. No outside food or any beverages are permitted under any circumstances and will be a direct violation of the City's Food & Beverage contract and liquor license.
6. Management will have the right to offer open tee times to the public before or after a reserved tournament providing that there are no impacts to the scheduled tournament.
7. Tournament Tee Sponsorship signage will be permitted during scheduled tournaments and must be placed on a realtor-style sign (T-sign) and can be located at each tee location. No sponsorship signs will be permitted at any other location or be attached/affixed to any buildings, walls, windows, trees, etc. The Tournament organizer will be responsible for placement and removal of all Tee Sponsorship signs.

8. At no time will the organizers/associates of a tournament promote/organize such events/games or fundraisers on City property that enables inappropriate and/or illicit behavior(s) in a public venue or on public property.
9. The months of November through May are restricted from tournament play.
10. All tournament participants must sign the Golf Cart Release of Liability and Indemnity Agreement prior to play commencing.

Agenda Summary

2026-275

Agenda Date: 3/23/2026 **Agenda Item No.:** 7.c

Placement: Consent Agenda

Action Requested: Motion / Vote

Recommendation for Appointments to the Surtax Oversight Committee.

Submitted By: Jasmin Padova, Executive Assistant

Strategic Plan Link: The City's Goal of a high-performing city government organization.

Executive Summary (General Business): Pursuant to Article III., Sec. 3.05 of the City's Charter, "[t]he Mayor shall . . . appoint with the advice and consent of the council the members of citizen advisory boards and commissions." This item provides for the Council's approval of the appointment of members of these advisory boards to serve for the relevant term thereunder.

Presentation Information: N/A

Staff Recommendation: Move that the Council approve the recommendation and appointment the members of various boards and committees as outlined in the attached memorandum.

Alternate Recommendations:

1. Move that the Council amend the recommendation.
2. Move that the Council does not approve the recommendation and provide staff with direction.

Background: The appointments for this item are to the Surtax Oversight Committee.

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Attachments: Member Appointments, Recommendations, Applications

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: N/A

Legal Sufficiency Review:
N/A

City of PORT ST. LUCIE
HEART OF THE TREASURE COAST

Shannon Martin
Mayor

MEMORANDUM

TO: VICE MAYOR AND CITY COUNCIL

FROM: SHANNON M. MARTIN, MAYOR

SUBJECT: MEMBER APPOINTMENTS TO BOARDS/COMMITTEES

DATE: MARCH 12, 2026

This memorandum serves to nominate the following applicants as members for appointments to the Board(s) listed below, subject to the Council's advice and consent at a future meeting.

Name	Board	Position
Michael Simpson	Infrastructure Surtax Citizen Oversight Committee	Alternate
Sibrena Stowe	Infrastructure Surtax Citizen Oversight Committee	Alternate

Thank you.

c: City Manager, City Attorney, City Clerk

Application Form

Profile

Ismael
First Name

N
Middle Initial

Contreras
Last Name

7488 NW Greenspring St.
Home Address

Port St. Lucie
City

FL
State

34987
Postal Code

is460808@ucf.edu
Email Address

What district do you live in? http://www.cityofpsl.com/districts *

☑ District 2

Home: (772) 877-5558
Primary Phone

Alternate Phone

Retired?

○ Yes ◉ No

Zest Kitchen & Bar
Employer

Bartender/Server
Job Title

Hospitality
Occupation

Which Boards would you like to apply for?

Infrastructure Surtax Citizens Oversight Committee: For Review

Were you nominated or recommended to apply by the Mayor or a Councilmember?

○ Yes ◉ No

Please Agree with the Following Statement

I have read and guarantee that I meet all the requirements for board service.

☑ I Agree

Interests & Experiences

Why are you interested in serving on a board or committee?

I grew up in Port St. Lucie, went to high school here, and have seen firsthand how quickly the city is growing and how much potential it has. Because this community shaped me, I want to be part of shaping its future. I care deeply about PSL's wellness, development, and long-term direction, and I want to contribute to decisions that support smart growth, environmental stewardship, and a high quality of life for residents. As a young resident pursuing a career in psychology and community-focused work, I see serving on a board as both a meaningful way to give back and an opportunity to gain experience in civic leadership. PSL is becoming one of Florida's fastest-growing cities, and I want to be actively involved in helping guide that growth in a positive, sustainable, and community-centered way.

Why do you think you are qualified to serve on this board or committee?

I believe I am qualified because I bring leadership experience, strong communication skills, analytical training, and a lifelong connection to Port St. Lucie. Growing up here has given me a real understanding of the community, its neighborhoods, and the needs of residents. Through my roles as Vice President of New Member Education and Vice President of External Relations at Delta Upsilon UCF, I gained experience managing teams, collaborating with diverse groups, coordinating projects, and making thoughtful decisions — all skills that translate directly to board service. My psychology and neuroscience background adds an evidence-based approach to community wellbeing and strategic thinking. I also have experience in fast-paced professional environments, problem-solving, and customer service, which has strengthened my ability to communicate effectively and work well with others. Most importantly, I am committed, dependable, and motivated to support PSL's continued growth and future success.

Brief description of Education & Experience

I am currently a senior pursuing a B.S. in Psychology on the Neuroscience Track at the University of Central Florida, where I also participate in the Positive Psychology Research Lab. My academic work involves studying motivation, wellbeing, and community-based concepts, as well as collaborating on a book chapter with faculty and peers. I have extensive experience in customer service, public communication, teamwork, and leadership through my roles at Zest Kitchen & Bar, Longhorn Steakhouse, and The Home Depot. My leadership experience includes serving as Vice President of New Member Education and Vice President of External Relations in my fraternity, where I managed budgets, coordinated programming, and oversaw member development. Growing up and attending high school in Port St. Lucie has also shaped my understanding of the city and strengthened my desire to contribute to its future. My education, community roots, and professional experience have prepared me to serve responsibly, thoughtfully, and with a genuine commitment to the wellbeing and growth of PSL.

Resume_Ismael_N_Contreras.docx
Upload a Resume

Demographics

Ethnicity

☑ Hispanic

Gender

☑ Male

Do you now serve on any City Board, Committee or other Governmental Board or Committee? (NOTE: You cannot serve on more than one Board or Committee within the City of Port St. Lucie during the same time period.)

○ Yes ◉ No

Are you a registered voter?

◉ Yes ○ No

How long have you been a City resident?

19 Years

Have you attended the City University classes?

○ Yes ◉ No

Are you a United States Citizen?

◉ Yes ○ No

Are you presently employed by the City of Port St. Lucie?

○ Yes ◉ No

Are you a current or former law enforcement officer, other employee* or the spouse or child of one who is exempt from public records disclosure under FS 119.07?

○ Yes ◉ No

Have you ever been convicted of a crime, pled guilty or no contest to a criminal charge, or entered into an agreement setting forth the terms leading to the reduction or dismissal of the charges?

○ Yes ◉ No

Please Agree with the Following Statement

I agree that all of my answers are truthful and accurate to the best of my ability. I understand that if I have falsified any information my application will be withdrawn and I will not be considered for appointment.

☑ I Agree

Ismael Noah Contreras

(772)-877-5558
is460808@ucf.edu

Civic & Community Interest Summary

Emerging community-focused professional with experience in leadership, public communication, and research. Strong interest in local government involvement, public wellbeing, strategic planning, and community engagement. Skilled in organizing groups, managing budgets, collaborating with diverse teams, and participating in structured decision-making processes. Seeking opportunities to support Port St. Lucie through advisory boards, committees, or civic programs.

Education

University of Central Florida, Orlando, FL ***Expected Graduation: May 2026***

- Major: B.S. Psychology- Neuroscience Track

Work Experience

Server, Bartender, Food Runner; Zest Kitchen & Bar, Port St. Lucie, FL ***Oct 2024- Current***

- Craft and serve a variety of cocktails, beer, and wine in a fast-paced dining environment
- Provide attentive table service, upsell food and drink items, and ensure guest satisfaction
- Collaborate with kitchen and front-of-house teams to deliver seamless service
- Create a welcoming atmosphere and build repeat clientele through excellent hospitality

Server, Food Runner, To-Go Server, Server Assistant; Longhorn Steakhouse, Orlando, FL ***Feb 2022- April 2024***

- Delivered efficient and friendly service in a high-volume restaurant
- Provided menu knowledge and recommendations to guests
- Trained and led server assistants; managed waitlists and guest seating

Cashier, Lot Attendant; The Home Depot, Port St. Lucie, FL ***October 2019- August 2021***

- Maintained cleanliness and organization of store grounds
- Assisted customers with loading and checkout
- Handled transactions, returns, and inquiries

Research Experience

Positive Psychology Research Lab, UCF, Orlando, FL ***Aug 2025- Current***

- Collaborated with a research team in the Positive Psychology Lab to develop a book chapter on *Sacred Encouragement*
- Conducted literature reviews and contributed to the conceptual framework of the project
- Engaged in weekly research meetings, drafting and revising content based on peer and faculty feedback

Leadership & Civic Experience

Vice President of New Member Education, Delta Upsilon Fraternity UCF, Orlando, FL ***Jan 2023- Jan 2024***

- Oversaw new member education and academic progress
- Promoted non-hazing values and fraternity principles
- Provided guidance and peer support to new members
- Coordinated group meetings, ensured accountability, and facilitated goal-setting

Vice President of External Relations, Delta Upsilon Fraternity UCF, Orlando, FL ***Jan 2022-Jan 2023***

- Managed $50,000 budget for events and outreach
- Coordinated with external organizations, UCF staff, and alumni
- Led planning of philanthropy and social events
- Worked with university staff and external partners to ensure policy compliance and successful programming.

Community & Service Engagement

- Active Port St. Lucie resident committed to contributing to local wellbeing and civic improvement.
- Engaged with local government initiatives and interested in serving on advisory boards and volunteer programs.

Skills

- Leadership & Team Management
- Customer Service & Communication
- Multitasking & Problem Solving
- Fluent in English; Proficient in Spanish (~70%)

Application Form

Profile

Brian
First Name

R
Middle Initial

Moree
Last Name

12404 SW Sand Dollar Way
Home Address

Port St. Lucie
City

FL
State

34987
Postal Code

brianmoree@bellsouth.net
Email Address

What district do you live in? http://www.cityofpsl.com/districts *

☑ District 3

Mobile: (561) 379-6669
Primary Phone

Alternate Phone

Retired?

○ Yes ◉ No

City of Atlantis
Employer

City Manager
Job Title

CEO
Occupation

Which Boards would you like to apply for?

Infrastructure Surtax Citizens Oversight Committee: For Review

Were you nominated or recommended to apply by the Mayor or a Councilmember?

○ Yes ◉ No

Please Agree with the Following Statement

I have read and guarantee that I meet all the requirements for board service.

☑ I Agree

Interests & Experiences

Why are you interested in serving on a board or committee?

As the City Manager for Atlantis, Florida, I am interested in serving on the Infrastructure Surtax Citizen Oversight Committee because I believe in the value of citizen involvement in ensuring public funds are allocated responsibly and effectively. With over two decades of experience in municipal administration, I bring a strong understanding of capital planning, infrastructure management, and intergovernmental collaboration. I am committed to contributing my expertise to support the City's efforts in maintaining enhancing infrastructure and promoting long-term community development.

Why do you think you are qualified to serve on this board or committee?

As City Manager for the City of Atlantis, Florida, I have extensive experience in capital project planning and infrastructure oversight. I am well-versed in managing multimillion-dollar budgets and capital improvement programs. My background in local government administration provides a solid foundation for evaluating infrastructure surtax projects and ensuring that public funds are utilized efficiently and effectively. I would bring a professional, objective perspective to the Committee, grounded in practical experience and a strong commitment to public service.

Brief description of Education & Experience

Florida Department of Environmental Protection, Licensed Level I Water Distribution System Operator Florida Stormwater, Erosion, and Sedimentation Control Inspector Florida Water & Pollution Control Operators Association, Water Distribution System – Class A Certification Sanitary Sewer Collection System – Class A Certification Stormwater Collection System – Class A Certification Florida Department of Transportation, Quality Control Manager American Public Works Association, Certified Public Works Infrastructure Inspector Florida Nursery, Growers, & Landscape Association, Florida Certified Horticulture Professional Florida Certified Nursery Professional Landscape Inspectors Association of Florida, Florida Certified Municipal Landscape Inspector

Resume_of_Brian_R_Moree.pdf
Upload a Resume

Demographics

Ethnicity

☑ Caucasian/Non-Hispanic

Gender

☑ Male

04/14/1971
Date of Birth

Do you now serve on any City Board, Committee or other Governmental Board or Committee? (NOTE: You cannot serve on more than one Board or Committee within the City of Port St. Lucie during the same time period.)

○ Yes ○ No

Are you a registered voter?

○ Yes ○ No

How long have you been a City resident?

2 Years

Have you attended the City University classes?

○ Yes ◉ No

Are you a United States Citizen?

◉ Yes ○ No

Are you presently employed by the City of Port St. Lucie?

○ Yes ◉ No

Are you a current or former law enforcement officer, other employee* or the spouse or child of one who is exempt from public records disclosure under FS 119.07?

○ Yes ◉ No

Have you ever been convicted of a crime, pled guilty or no contest to a criminal charge, or entered into an agreement setting forth the terms leading to the reduction or dismissal of the charges?

○ Yes ◉ No

Please Agree with the Following Statement

I agree that all of my answers are truthful and accurate to the best of my ability. I understand that if I have falsified any information my application will be withdrawn and I will not be considered for appointment.

☑ I Agree

BRIAN ROBERT MOREE, MPA

12404 SW Sand Dollar Way
Port St. Lucie, Florida 34987
Email: Brianmoree@bellsouth.net
Office: 561-379-6669
www.linkedin.com/in/brianmoree

CITY MANAGER

Results-driven administrator, with comprehensive experience managing complex projects and programs. A visionary leader of municipal operations. Analytical and organized with a record of developing effective policies and ensuring compliance with regulations and standards. An ethical leader that builds cohesive teams and provides the motivation and direction to exceed expectations. Exceptional communication and interpersonal skills with a record of building solid relationships and collaborating with private companies and government agencies to achieve shared goals. Well versed in municipal governance, conservation, administration of services, and human resources. Thrives in diverse organizational cultures and resourcefully handles conflicting priorities.

AREAS OF EXPERTISE

Budget Management	Creative Problem Solving	Staff Development
Operational Effectiveness	Strategic & Tactical Planning	Stakeholder Relations
Project Management	Analytical Research	Collective Bargaining
Program Development	Emergency Planning/Risk Mitigation	Municipal Infrastructure

PROFESSIONAL EXPERIENCE

City of Atlantis
260 Orange Tree Drive
Atlantis, Florida 33462

2,500 Population
37 Employees
$11M Annual Budget
2.0 Sq. Miles

Administration
City Manager
April 2018 – Present

The City of Atlantis is a vibrant full-service community that enjoys the comfort of small-town upscale living with convenient access to the amenities of larger metropolitan areas. The City is home to the prestigious Atlantis Country Club and Lost City Golf Club in what is known as one of the most aesthetically beautiful country club communities in the United States. The community's largest employer, HCA Florida JFK Hospital has evolved into a multi-campus 819-bed medical center and recently invested nearly $200 million in the expansion and remodel of the Atlantis campus. The City has several public/private partnerships in various stages of development. If approved and constructed the projects total more than $400M in economic development. The City enjoys healthy capital programming and reserve of 140% of annual operating with no debt service. Additionally, the City has reduced the tax millage rate in each of the last six fiscal budgets._

Marion County Board of County Commissioners
601 S.E. 25th Avenue
Ocala, Florida 34471

409,000 Population
1,910 Employees
$1.4B Annual Budget
1,663 Sq. Miles

Administration
Assistant County Administrator
October 2016 – October 2017

Marion County is the 18th largest county in Florida by population and 5th largest by area. Governed by a five-member Commission, the County maintains 25 departments and an annual budget of nearly $1.4 billion. The Assistant County Administrator is an executive level administrative management position serving as a principal advisor to the County Administrator on all issues pertaining to County government. Responsibilities include the administration of eleven (11) departments, which include Public Utilities, Facilities Management, Solid Waste,

MSTU, Airport Operations, Growth Services, Extension Services, Building, Fleet Management, Parks and Recreation, and Office of the County Engineer. The departments were comprised of nearly 550 employees and budgets totaling more than $200 million. Additional responsibilities included agency participation with the Silver Springs Community Redevelopment Agency and East Central Florida Regional Planning Council.

KEY ACHIEVEMENTS

- Served as Acting County Administrator in the Administrator's absence.
- Directed daily operations of eleven (11) departments, including personnel management and budget development/administration.
- Initiated economic impact strategies promoting ecotourism, sports tourism, and public/private partnerships utilizing the County's existing infrastructure and natural resources.
- Partnered with the Visitors and Convention Bureau (VCB) to study and develop a comprehensive plan for the direct and indirect economic impact for the Marion County Airport, Extension Services Livestock Pavilion, and Parks & Recreations parks, trails, and rivers.
- Successfully gained grant funding from the Florida Department of Transportation Aviation Office for capacity and revenue generating aviation infrastructure.
- Partnered with the Airport Director to develop a long-term viability strategy for the airport and aviation industrial park.
- Reviewed and addressed severe staffing vacancy issues in multiple departments. Most departments were experiencing high turnover and talent attraction challenges. Some positions have been advertised and have remained vacant for more than two years and departments maintain consistent vacancy rates of up to 25%.
- Directed implementation of the County's new customer-focused five-year strategic plan.

Building Safety Department
Acting Director of Building Safety
December 2016 – June 2017

Highly responsible executive level professional, administrative, and supervisory work directing a major department of county government which is responsible for ensuring compliance with building regulations and enforcement of the various codes and ordinances of the County and State.

KEY ACHIEVEMENTS

- Assumed a Building Safety Department in crisis. Average inspections required a three-day turnaround and single family residential/commercial plan reviews were more than 30 days. Implemented a customer-focused plan that reduced inspections times to the next day and plan review times to 14 days.
- Established a partnering relationship with the local building industry. In completing a cultural change in the relationship between County staff and the building industry, we utilized several techniques. We established monthly industry roundtable meetings, conducted a series of town hall meetings, included industry representatives in critical decision-making processes, and "took the office to them" by visiting our customer's offices, work sites, and facilities to better understand how we can serve them.
- Led the adoption of competitive salary adjustments to fill vacant positions and retain professional staff.
- Initiated technology changes to improve efficiency and service delivery.

BRIAN ROBERT MOREE, MPA

Village of North Palm Beach
501 U.S. Highway 1
North Palm Beach, Florida 33408

20,000 Population
314 Employees
$41M Annual Budget
6.1 Sq. Miles
Council/Manager

Public Works Department
Director of Public Works
May 2013 – September 2016

Highly responsible executive-level position requiring skills in general administration, financial management, planning, research, presentation, communication, labor relations, and public relations. Directed six (6) operational divisions; Administration, Facilities Management, Fleet Management, Streets Maintenance, Parks and Grounds Management, and Solid Waste/Recycling Collection. It is the responsibility of these divisions to facilitate maintenance and management of Village infrastructure and provide community services while maintaining a focus on the needs of our residents and the unique level of service we provided. The Village is a unique community with a seasonal population of 20,000 and offers such amenities as a municipally operated Jack Nicklaus Signature golf course and five-day per week backdoor solid waste collection.

KEY ACHIEVEMENTS

- Served as Acting Village Manager during Village Manager's absence.
- Implemented a sustainability plan that reduced facility and infrastructure electricity operating expenses by 50%. Partnered with Florida Power and Light (FPL) to conduct an energy audit which resulted in an annual savings with no capital investment. Utilized technology and employee education to create a culture of sustainable operations.
- Developed the Village's first comprehensive ten-year capital improvement plan. The plans included infrastructure such as roads, sidewalks, bridges, building facility maintenance, and mechanical systems replacement. The plan established the Village's first comprehensive transportation improvement program to restore streets to an average pavement condition index (PCI) of 70% within five years.
- Implemented a comprehensive workflow management system which includes stakeholder communication and interaction. Utilizing workflow management allowed for trend analysis, improved workforce scheduling, and reduced material cost budgeting.
- Implemented a comprehensive stormwater management program with emphasis on developing a stormwater utility.
- Partnered with the Solid Waste Authority (SWA) on a successful pilot project to evaluate recycling rates and collection volumes utilizing an alternative container for glass and plastic material. The Village was the sole municipality in the project.
- Initiated a self-assessment program through the America Public Works Association Accreditation Office with the purpose of full accreditation within three years.
- Drafted a Request for Qualifications (RFQ) and led the selection process for a national search for an architectural firm to design a new $20M clubhouse for the Village's Jack Nicklaus Signature golf course.

BRIAN ROBERT MOREE, MPA

City of West Palm Beach
401 Clematis Street
West Palm Beach, Florida 33401

124,000 Population
1,698 Employees
$712M Annual Budget
58.2 Sq. Miles
Strong Mayor/Commission

Engineering & Public Works Department
Construction Administration Division
Construction Administrator
February 2007 – May 2013

In this senior-level management position, I directed the administration of construction contracts for capital/utility infrastructure projects, site development/redevelopment projects, and right-of-way construction permitting and administration. The division was charged with participation in the design, planning, and management of all capital and utility construction projects and exclusive administration and permitting of commercial and residential site development and utility service area projects.

KEY ACHIEVEMENTS

- Directed all capital construction and utility infrastructure project administration. Projects included the construction of underground utility projects, roadways, sidewalks, street lighting, public space landscape, municipal parks, community centers, fire stations, and public facilities.
- Direct Project Manager for $65M in Florida Department of Transportation LAP/JPA simultaneous roadway improvements in the downtown corridor.
- Direct Project Manager for a $7M energy savings contract project. Project included lighting upgrades for multiple facilities, street lighting fixture changeouts, and mechanical management systems. Reduced the project budget by $1.6M and improved the quality of the street lighting fixtures.
- Developed the first municipal partnership in Florida with FPL to convert full maintenance FPL-owned streetlights to LED fixtures with an adjusted tariff rate.
- Directed the comprehensive strategic plan for the formation of the Engineering & Public Works Construction Administration Division. Included the implementation of a five-year strategic plan, policy and procedures development, and staff training /development.
- Directed the creation of a Right-of-Way Administration program. The program successfully reduced public works repair budget for damaged public infrastructure and generates $150,000 to $200,000 in annual revenue for public works projects.
- Directed process improvement and revenue generation development for the Engineering & Public Works Department. The changes critically reduced operational budget expenses and generated revenue more than $7,500,000 since 2008.
- Served as Acting Landscape Planner for the Development Service Department.
- Developed uniform policy and procedures manual, technical specifications, and continuous improvement directives.

Engineering & Public Works Department
Engineering Services Division
Chief Construction Coordinator
March 2002 – February 2007

As a mid-level manager, I directed capital/utility construction and private site development construction administration. Directed the construction administration staff charged with contract administration of capital, public works, and enterprise account construction projects. Directed the work of consulting engineering firms (CEI) staff in the design, planning, and management of capital and utility construction projects. Coordinated projects with local, state, and federal agencies, contractors, engineers, developers, and other city departments.

BRIAN ROBERT MOREE, MPA

Public Utilities Department
Construction Coordinator
November 2000 – March 2002

Managed capital, public works, utilities, and private site development construction projects. Responsibilities included, but were not limited to, conducting inspections, constructability reviews, preconstruction planning, cost management, time management, field design revisions, and quality control monitoring.

Town of Jupiter
210 North Military Trail
Jupiter, Florida 33458

63,000 Population
411 Employees
$89.9M Annual Budget
210.1 Sq. Miles
Council/Manager

Public Utilities Department
Utilities Operations Coordinator
November 1991 – November 2000

Responsibilities work on construction projects, compound meter vaults, fire line service, hydrant services, and domestic service line projects. Planned and organized material, equipment, and personnel in the completion of system maintenance projects. Coordinate utility contractor and developer construction projects. Reviewed and approved construction drawings for utility easement use and abandonment. Completed utility distribution system maintenance and customer service.

BRIAN ROBERT MOREE, MPA

BOARDS AND COMMITTEES

Florida League of Cities
Municipal Operation Committee
Legislative Policy Committee
Committee Member
August 2020 – Present

This committee addresses government operations, municipal service delivery, cybersecurity, technology, public safety, public meetings, public records, public property use and management, procurement, personnel, insurance, collective bargaining, workers' compensation, liability, and sovereign immunity.

Florida League of Cities
Advocacy Committee
August 2022 - Present

The Advocacy Committee is responsible for building support amongst the League membership and the Legislature for the legislative priorities adopted by the membership of the Florida League of Cities. Additionally, the Advocacy committee is responsible for making direct contact with state elected officials to advocate the FLC Legislative Action Agenda and other key issues and provide strategic direction on the Leagues' lobbying initiatives.

Palm Beach County City Management Association
Association Member
April 2018 – Present

President 2023-2024
Vice President 2022-2023
Secretary/Treasurer 2021-2022

The mission of the Palm Beach County City Management Association is to promote and encourage excellence in city management in all of Palm Beach County's 39 incorporated cities, villages, and towns.

City of Lake Worth Beach Sub-Regional Sewer Board
Board Member
April 2018 - Present

The Lake Worth Beach Sub-Regional System is made up of collection systems that connect to the Lake Worth Beach system and include the City of Lake Worth Beach and seven other entities (Town of Lantana, City of Atlantis, Town of Manalapan, Town of South Palm Beach, Village of Palm Springs, Town of Lake Clark Shores and Palm Beach
State College).

Florida City and County Management Association
Awards and Scholarship Committee
Committee Member
May 2025 – Present

The Awards & Scholarship Committee ensures that outstanding leadership, rising talent, and academic promise within Florida local government are celebrated, encouraged, and supported through robust, transparent, and merit-based processes.

BRIAN ROBERT MOREE, MPA

Florida City and County Management Association
Fiscal and Administrative Policy Committee
Committee Member
May 2025 – Present

Reviewing & updating governing documents such as the FCCMA Bylaws and Administrative Policy to ensure the Association's structure and decision-making processes are current and effective. Evaluating district boundaries and election procedures, often as part of strategic planning, to ensure fair representation and alignment across Florida's regions. Reporting regularly to the Board of Directors, providing quarterly updates and insights into policy matters and proposed changes. Undertaking special projects as needed, such as election policy development or administrative process improvements.

Florida City and County Management Association
Communications Committee
Committee Member
May 2014 – May 2024

The Communications Committee is responsible for monitoring the association website, writing member articles for the newsletter, promoting education programs, and coordinating the association message to elected officials.

Florida Atlantic University School of Public Administration Advisory Board
School of Public Administration
Florida Atlantic University
Board Member
Oct 2016 – Present

Provide guidance in the development of program opportunities, internships, private-public partnerships, and student mentoring for the School of Public Administration.

Marion County Leadership Team
Marion County Board of County Commissioners
Team Leader
November 2016 – September 2017

Led a Leadership Team comprised of a County Commissioner, Department Directors, and Senior Managers. The team focused on addressing challenges through improved communication, team building exercises, and performance improvement strategies.

Florida Governmental Utility Authority
Board of Directors
Alternate Member
Nov 2016 – September 2017

The Florida Governmental Utility Authority was formed in 1999 through an interlocal agreement between several local governments. These local governments desired to make the best use of their common responsibilities to acquire, own, improve, operate and maintain water and wastewater facilities. By forming the FGUA, these governments used resource sharing to provide drinking and wastewater services to their citizens. The FGUA has over 80 systems in 14 counties across Florida, serving over 100,000 customer connections.

BRIAN ROBERT MOREE, MPA

Town of Jupiter
Police Department
Community Emergency Response Teams
Vice-President
January 2007 – May 2012

The Community Emergency Response Team (CERT) Program trains volunteers in disaster preparedness for hazards that may impact their area and include basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. The Teams have over 100 volunteer members featuring a broad set of skills. Volunteer members are also assigned, through the Police Department, to community outreach initiatives, directed neighborhood crime prevention, and other programs.

City of West Palm Beach
Development Review Committee
Committee Member
February 2007 – May 2013

The Development Review Committee reviews all proposed projects and improvements to ensure they meet applicable codes and regulations contained in the comprehensive plan of the City, the zoning code, and the Code of Ordinances. The Development Review Committee is chaired by a representative of the Planning Division, and is composed of representatives of the Building, Finance, Fire, Planning, Police, Public Utilities, Engineering/Public Works, and Support Services departments.

City of West Palm Beach
Office of the Mayor
Transportation & Construction Planning Task Force
Co-Chair
January 2004 – May 2008

Co-Chaired the City of West Palm Beach Multiagency Transportation / Construction Planning Task Force. Coordinated a multiagency planning task force for a series of Florida Department of Transportation projects in the downtown business district. Collaboration included planning, work approval, public information, and business relations. Task Force partners included the City of West Palm Beach, Town of Palm Beach, Palm Beach County, Florida Department of Transportation, Florida Power and Light, ATT, Florida Public Utilities, Downtown Development Authority, project contractors, CEI firms, and consultants.

U.S. Department of Energy Municipal Solid-State Street Lighting Consortium
Communications Committee
Committee Member
December 2011- January 2014

DOE has developed a comprehensive national strategy that encompasses Basic Energy Sciences, Core Technology Research, Product Development, Manufacturing Research and Development (R&D) Initiative, Commercialization Support, SSL Partnerships, and Standards Development. The DOE Municipal Solid-State Street Lighting Consortium shares technical information and experience related to energy conservation.

Institute for Sustainable Infrastructure
Committee on Intergovernmental, Nonprofit and Global Affairs
Committee Member
December 2011 – June 2013

The Institute for Sustainable Infrastructure was founded by the American Council of Engineering Companies (ACEC), the American Public Works Association (APWA) and the American Society of Civil Engineers (ASCE). All three national nonprofit organizations realized that concern over sustainability transcends any single discipline or field and is a concept that is can only be comprehended through a broad industry — government collaboration.

BRIAN ROBERT MOREE, MPA

EDUCATION

Nova Southeastern University
H. Wayne Huizenga School of Business and Entrepreneurship
Fort Lauderdale, Florida
Master of Public Administration

Florida Atlantic University
College of Business
Boca Raton, Florida
Bachelor of Business Administration

Cornell University
Johnson Graduate School of Management
Ithaca, New York
Executive Leadership

Villanova University
Office of Continuing Studies
Villanova, Pennsylvania
Project Management

BRIAN ROBERT MOREE, MPA

TECHNICAL CREDENTIALS

Department of Homeland Security
Federal Emergency Management Agency
Washington, DC
Advanced Professional Credential (APS)
NIMS ICS All-Hazards Planning Section Chief

Florida Department of Environmental Protection
Tallahassee, Florida
Licensed Level I Water Distribution System Operator
Florida Stormwater, Erosion, and Sedimentation Control Inspector

Florida Water & Pollution Control Operators Association
Palm Beach Gardens, Florida
Water Distribution System – Class A Certification
Sanitary Sewer Collection System – Class A Certification
Stormwater Collection System – Class A Certification

Florida Department of Transportation
Tallahassee, Florida
Quality Control Manager

American Public Works Association
Washington, DC
Certified Public Works Infrastructure Inspector

Florida Nursery, Growers, & Landscape Association
Orlando, Florida
Florida Certified Horticulture Professional
Florida Certified Nursery Professional

Landscape Inspectors Association of Florida
Davie, Florida
Florida Certified Municipal Landscape Inspector

International Economic Development Council
Washington, DC
Real Estate Development & Reuse

BRIAN ROBERT MOREE, MPA

PROFESSIONAL AFFILIATIONS

International City/County Management Association
Washington, DC
Member

Florida City and County Management Association
Tallahassee, Florida
Member

Palm Beach County City Management Association
Palm Beach County, Florida
Member

American Public Works Association
Washington, DC
Member

Florida Water & Pollution Control Operators Association
Palm Beach Gardens, Florida
Member

Application Form

Profile

Mailee
First Name

Atlas- Larronde
Last Name

933 Southwest Dalton Avenue
Home Address

Port St. Lucie
City

FL
State

34953
Postal Code

maileevictor@gmail.com
Email Address

What district do you live in? http://www.cityofpsl.com/districts *

☑ District 2

Home: (786) 972-7664
Primary Phone

Alternate Phone

Retired?

○ Yes ◉ No

Atlas Elite Education
Employer

Private school owner
Job Title

Teacher/ Tutor
Occupation

Which Boards would you like to apply for?

Infrastructure Surtax Citizens Oversight Committee: For Review

Were you nominated or recommended to apply by the Mayor or a Councilmember?

○ Yes ◉ No

Please Agree with the Following Statement

I have read and guarantee that I meet all the requirements for board service.

☑ I Agree

Interests & Experiences

Why are you interested in serving on a board or committee?

I am interested because I live in this community. Working to make where I live along with all the other families is very important and rewarding to me.

Why do you think you are qualified to serve on this board or committee?

I know I am qualified because as stated in my first response, I am a Saint Lucie County resident, I have years of experience connecting with many people, team work makes me happy, and the city deserves to become the vision that we have for the future of our children.

Brief description of Education & Experience

A.A degree B. A in Sociology with a minor in Psychology Real Estate license

Resume.docx
Upload a Resume

Demographics

Ethnicity

☑ Prefer not to Answer

Gender

☑ Female

08/20/1986
Date of Birth

Do you now serve on any City Board, Committee or other Governmental Board or Committee? (NOTE: You cannot serve on more than one Board or Committee within the City of Port St. Lucie during the same time period.)

○ Yes ◉ No

Are you a registered voter?

◉ Yes ○ No

How long have you been a City resident?

8 years

Have you attended the City University classes?

○ Yes ◉ No

Are you a United States Citizen?

◉ Yes ○ No

Are you presently employed by the City of Port St. Lucie?

○ Yes ◉ No

Are you a current or former law enforcement officer, other employee* or the spouse or child of one who is exempt from public records disclosure under FS 119.07?

○ Yes ◉ No

Have you ever been convicted of a crime, pled guilty or no contest to a criminal charge, or entered into an agreement setting forth the terms leading to the reduction or dismissal of the charges?

○ Yes ◉ No

Please Agree with the Following Statement

I agree that all of my answers are truthful and accurate to the best of my ability. I understand that if I have falsified any information my application will be withdrawn and I will not be considered for appointment.

☑ I Agree

Mailee Atlas-Larronde
933 S.W. Dalton ave Port
Saint Lucie, FL
Maileeatlaslarronde@gmail.com
(786)972- 7664

A very hardworking team player that is looking to be a valuable asset to a company that requires my knowledge and skills and who are willing to help mold me as an addition to the workplace.

Work Experience
Teacher- Current
Part time private school teacher- Port Saint Lucie, Fl

My duties at this employer is to teacher students specific topics that are required for them to know in order to graduate.

Pruitt Realty Group -Current

My duties at this employment is to serve sellers and buyers alike with the utmost care and respect, guidance with buying and selling their property or starting or moving an established business.

EXP Realtor- 2024
I am a full time Licensed Realtor at EXP realty. My duties are to provide professional services to customers for the purchase or sale of their home.

Caregiver Program

Caregiver program - Miami, FL
2013 to Present

I am a caregiver hired by the Veterans Affairs to take care of my husband by assisting him with daily things that he may need assistance with, such as driving, cooking, medicating and so forth.

Substitute Teacher
Garden school of Technology and Arts - Palm Beach Gardens,

FL August 2017 to March 2018
My duties at Garden school of technology and arts were to follow the daily teacher planning and make sure that I kept the students engaged in their work, as well as helping maintain a safe and clean learning environment for both children and staff.

Cashier/Customer Service
Tiger Direct/Comp USA - Miami, FL
2008 to 2009
My responsibilities at this employment were to provide the best customer service and assistance, maintain and balance registers at end of every shifts, conduct transactions for customers who were from foreign countries, return and exchanges on accounts that maintained a high amount of funds.

Before and After school care activity leader
Jack D Gordon Elementary - Miami, FL
2007 to 2007
My responsibilities at this employment were to supervise a group of 20-25 children for before and after care; create a weekly activity log, assist with homework, and with parents.

2005-2007
Publix
My duties at this employment were to handle all forms of customer transactions, maintaining a professional attitude and maintaining a balance register, Prepare all the products that the bakery sold and conduct inventory every night, set up foods for the baker and assistant baker for the following work day.

Education
Bachelors in Science
Florida International
University 2013 to 2017

Associates in Arts
Seminole State College
2012 to 2012

High school diploma

U.S. International Christian
Academy 2000 to 2003

Skills
Bilingual

Application Form

Profile

Sibrena — First Name
A — Middle Initial
Stowe — Last Name

2275 SW Newport Isles Blvd — Home Address

Port St. Lucie — City
FL — State
34953 — Postal Code

sistowe@gmail.com — Email Address

What district do you live in? http://www.cityofpsl.com/districts *

☑ District 3

Home: (646) 342-6984 — Primary Phone
Home: (646) 342-6984 — Alternate Phone

Retired?

○ Yes ◉ No

Stowe Consultants — Employer
President — Job Title
Art, Music, Media & Athletic Consulting Company — Occupation

Which Boards would you like to apply for?

Public Art Advisory Board: For Review

Were you nominated or recommended to apply by the Mayor or a Councilmember?

◉ Yes ○ No

If Yes, by whom?

Mr. Bonna suggested it to me over a year ago.

Please Agree with the Following Statement

I have read and guarantee that I meet all the requirements for board service.

☑ I Agree

Interests & Experiences

Why are you interested in serving on a board or committee?

I would like to join the Art Advisory Board for Port St. Lucie to contribute strategic, creative leadership that strengthens the city's cultural identity and public engagement. As a storyteller and media professional, I value the power of art to shape community narrative, elevate local talent, and drive thoughtful economic and cultural growth. I am committed to helping expand meaningful arts initiatives that reflect the diversity and vision of Port St. Lucie.

Why do you think you are qualified to serve on this board or committee?

I am qualified to serve on the Art Advisory Board for the Port St. Lucie because I bring global art exposure, media influence, and community commitment. My daughter is an art curator connected to Art Fund, Art Basel, and I assisted with post-graduate studies in Venice, Italy, at the Venice Biennale, which gives me direct insight into international art standards and cultural trends. I am a huge supporter of visual and performing artists and the arts for decades and am a collector, as well. My career in television, music, and media has positioned me as a trusted storyteller and public speaker who understands how art shapes narrative, visibility, and economic impact. I am culturally diverse, well-connected, and genuinely enjoy working within my community to elevate the arts in a meaningful, inclusive way.

Brief description of Education & Experience

I am an entrepreneur and media executive with more than 30 years of experience in arts, culture, entertainment, and communications. Throughout my career, I have worked at the intersection of media, celebrity branding, and cultural influence. I have handled media buying for global artists, including Beyoncé and other high-profile public figures, positioning campaigns with strategic reach and cultural impact. I served as an editor for Drew Barrymore Magazine and as Managing Editor of Sports & Entertainment Today (SET Magazine), overseeing content that highlights influential voices across entertainment, sports, and the arts. My work consistently centers storytelling, visibility, and cultural leadership. In recognition of my professional and community contributions, I received the Woman of the Year Award from the Bayonne, presented by Mayor Davis, and in 2020 became the 1st Black Female Principal Owner of a professional soccer team in the USA, making a historical milestone in professional soccer. My career reflects more than three decades deeply rooted in arts and culture, both domestically and internationally, with a continued commitment to creative excellence and community engagement.

2025_Bio_of_Sibrena_Geraldino.docx__2_.pdf
Upload a Resume

Demographics

Ethnicity

☑ Prefer not to Answer

Gender

☑ Female

03/13/1969
Date of Birth

Do you now serve on any City Board, Committee or other Governmental Board or Committee? (NOTE: You cannot serve on more than one Board or Committee within the City of Port St. Lucie during the same time period.)

○ Yes ◉ No

Are you a registered voter?

◉ Yes ○ No

How long have you been a City resident?

3 years

Have you attended the City University classes?

○ Yes ◉ No

Are you a United States Citizen?

◉ Yes ○ No

Are you presently employed by the City of Port St. Lucie?

○ Yes ◉ No

Are you a current or former law enforcement officer, other employee* or the spouse or child of one who is exempt from public records disclosure under FS 119.07?

○ Yes ◉ No

Have you ever been convicted of a crime, pled guilty or no contest to a criminal charge, or entered into an agreement setting forth the terms leading to the reduction or dismissal of the charges?

○ Yes ◉ No

Please Agree with the Following Statement

I agree that all of my answers are truthful and accurate to the best of my ability. I understand that if I have falsified any information my application will be withdrawn and I will not be considered for appointment.

☑ I Agree

Sibrena Stowe-Geraldino Tele: 646-342-6984

Biography of Sibrena Stowe-Geraldino

Sibrena A. Stowe-Geraldino is a dynamic force in sports, entertainment, and media. As of 2024, she serves as the Managing Editor for ***SET Magazine*** (Sports & Entertainment Today), with her debut issue being the 100 Women In Sports Issue featuring NBA Legend **Lisa Leslie**, as featured on one of the dual covers. Sibrena has also embraced a new role as an Artist & Business Developer, collaborating with international fashion and performing artists and personalities.

She's the co-founder and 1st American BIPOC principal partner of **New Jersey Teamsterz Football Club** (NJ Teamsterz FC), a professional and developmental soccer organization from Bayonne, New Jersey, now operating out of Port Saint Lucie, Florida. Sibrena has made significant strides in sports management. NJ Teamsterz FC, established in 2017, is a sanctioned professional soccer club with the National Independence Soccer Association (NISA). In 2020, Sibrena became the first African-American female principal owner of a professional soccer club in U.S. history, a milestone documented on the Discovery Channel reality series, "***I Quit***," where she starred alongside her ex-husband and business partner, **Alexsi "Alex" Geraldino**, a former NFL European cornerback for Frankfurt Galaxy, Stuttgart Scorpions, Graz Giants and Frankfurt Galaxy - where he earned a championship ring.

Over 2 decades, Sibrena has generated over $50 million as an entrepreneur, successfully navigated peaks and valleys, and is now sharing her business and marketing expertise to help other entrepreneurs elevate their ventures to the next level.

Staying current in the entertainment industry, Sibrena is a brand strategist and public relations guru for influential, notorious, and celebrity clients. She was a contributor to ***DREW Barrymore Magazine***'s *Drew's News* and *Extra Extra* covering service and philanthropic sections and was on the editing team as the sole proofreader and fact-checker until 2024.

Sibrena's entrepreneurial journey began in 1996 when she founded ***La Chic Media*** (formerly Stowe Communications, Inc.), a New York City-based media firm renowned for its expertise in journalism, publicity, media buying, and management, particularly in the hip-hop market. Sibrena's firm represented celebrities, athletes, recording and performance artists, high-profile executives, authors, publishers, politicians, and television & film production companies globally. In 2017, she retired from the firm to focus on her passions as an editor, as well as an artist and business developer.

Known for her signature celebrity news columns, *Keeping It Real with Sibrena* and *Chic Society by Sibrena*, along with her interviews and articles on celebrity business acumen, the media maven has been featured in national magazines and newspapers. Sibrena is also the creator and publisher of the defunct *La Chic, La Revista Para Mujeres*, a bilingual magazine sold throughout America.

Expanding her media presence, Sibrena made a name for herself as one of Hip Hop's most influential executives, collaborating with leading talent during the genre's golden era. She recently launched a new podcast called ***HonesTea On Demand***. In this engaging series, she interviews her colleagues and friends who are some of the most notable executives, producers, music managers, and artists from the golden era of Hip Hop, who reveal never-before-told industry tea while providing historical context from behind the scenes.

Sibrena's work has been featured in *Black Enterprise Magazine* and other national publications and on television talk shows. She's featured in books such as *Women Behind the Mic* and *The New Color of Success*. She lives in the Palm Beaches region and is mom to renowned art curator and publicist, Natasha C. Robert.
Beyond her professional life, Sibrena was a runner-up in the 2015 Mrs. America New Jersey pageant. Some fun facts about her are: Sibrena is related to notable figures and is a Muscogee (Creek + Seminole) and is a great-granddaughter of **Governor/Senator George Michael Troup**, a great-niece of **Sehoy I, II, and III**. She's also the 2nd cousin of **Dr. Martin Luther King Jr.**, **Tariq Walker**, "Miami Vice" star **Phillip Michael Thomas**, world renown dancer & choreographer **Junella Segura**, **Solange Knowles**, and **Beyonce Knowles-Carter**.

Sibrena enjoys exploring the globe for real estate, entertainment, sports, and history with her loved ones. She is a Notary Public in Florida and a licensed Florida realtor. Her educational background includes studies in Broadcast Communications, Advanced Social Media, Digital Archivist, and Digital Records Management. She has extensive experience in public relations, media, media buying, and the entertainment industry, holding various significant roles throughout her career.

Sibrena's notable clients span performers, music labels, reality TV stars, movie talents, authors, Broadway actors, radio personalities, and sports figures, reflecting her vast expertise and influence in the media and entertainment sectors.

Educational background & Experience include:

- Studied **Broadcast Communications** at North Penn High School in Lansdale, Pennsylvania • Montgomery County Community College - **Communications Major**, Blue Bell, Pennsylvania • **Certificate in Advance Social Media** at continuing news education for professionals at Poynter News University in Clearwater, Florida
- 2022 International Society of Archivists Member: Studied and obtained a **Certificate of Basics of Managing Digital Records** and **Describing Archives,** June 2022
- Internship at Philadelphia's WUSL/Power99 FM Radio
- 1994 Assistant Publicist for 2nd Congressional District Incumbent **US Congressman Chaka Fattah** of Philadelphia, Pennsylvania (*internship*)
- Studied at the prestigious dance academy, ***Philadanco,*** in Philadelphia, Pennsylvania • Studied ballet, modern dance, tap, and acting at Philadelphia's Historic Black Theatre Company, **Freedom Theatre** in Philadelphia, Pennsylvania
- Manager to **Louis Thomas III**, the first African American and youngest United States President of the Student Council
- Studied Music (read & compose), Instruments: Piano, Keyboard, Flute, and Sang Chorus/Choir (specialized in Broadway Hits)
- The youngest committee member at the **1st Barrymore Theater Awards** in Philadelphia, Pennsylvania
- Urban Music News Journalist/blogger for **Urban World Wireless** - the 1st mobile news outlet • Contributing Editor of **Image New Jersey Magazine** & ImageNJ.com, Contributing Editor of **Millennium Magazine**, New York, and reporter for **The Republican Herald** and affiliate daily newspapers & **The Times Inc News Corp**., both based in the Pocono Region of Pennsylvania •
- 2014 media buyer & publicist for James "Jimmy" Davis for **Mayor of City Bayonne** campaign (*volunteer*) 2021-2024 **DREW Barrymore Magazine** - Fact Checker, Proofreader and Contributor of EXTRA EXTRA and Drew's News
2024 **Sports & Entertainment Today Magazine** (SET Magazine) - Managing Editor

Licenses
Licensed Florida Realtor - Current
Florida Notary Public - Current
Red Cross/CPR - Expired
PA State Licensed Emergency Medical Services (EMP) - Expired
Musicians (Media Buyer, |Publicist or Management)
Beyoncé Knowles
Solange Knowles
Cash Money Millionaires
Hot Boys
Run DMC
"U-God" of Wu-Tang Clan
Jimmy "Henchman" Rosemond/Czar Entertainment
Mario Winans
Joe
Brian McKnight
Cam-Ron
The Outlawz
Guerilla Black
Erykah Badu
MJG & 8Ball
The Game
Foxy Brown
Chico DeBarge
Juvenile
B.G.
Petey Pablo
N.O.R.E.
Mystikal
Algebra
Mario Winans
Making of the Band's Sara Stokes
Lil Wayne
A+
Too Short
Music Labels
Universal Music Group
Motown Records Music World Entertainment
Untertainment
Epic Records
Kedar Entertainment
Sony Music Group
Jive Records
Virgin Records America
Select Records
Penalty Records
Ruff Ryders Records

Reality TV Clients
Karen Gravano - *Mob Wives*, VH1
Vikki Ziegler - Legal Analyst/Commentator, CNN/HLN + other cable news shows
Vivian Billings - *Gossip Game*, VH1
Jiwe Morris - *Brick City* - Sundance Channel
Angelina Pivarnick - *The Jersey Shore*, MTV
Fashion Hendricks - *Jerseylicious*, VH1

Movies
Standing In The Shadows of Motown - Talent booker: Michelle Williams, Destiny's Child performance at the VIP/Red Carpet Film Release at Apollo Theater
Death of a Dynasty - Talent: Character name "Free," a spoof depicting BET's on-air personality

Authors, *Public Speakers
*Dr. Keita Joy Ductant - *Success Uncensored + Fabulous & Faithful*
Ayana Ellis - 7x Author & Podcast Host
*Vikki Ziegler - *The Premarital Planner*
Karen Gravano *Mob Daughter* / A NY Times Bestseller
*Jiwe Morris - *War of the Bloods in My Veins*
Dr. Georgina Rose - *Are You Ready for the One*
Teri Woods - *True to the Game*

Broadway Actor
Debra Toscano, off-Broadway's St. Luke Theater - *My Big Gay Italian Wedding & My Big Gay Italian Funeral*

Radio Personalities
Sibrena Stowe, Public Affairs Newscaster/Producer of *The Sunday Morning Live Show* at Power 99-FM
News Reporter - T102-FM, WPPA-AM
Tarsha Jones aka Miss Jones of *The Star and Buckwild Show ft. Miss Jones*, Hot 97

Sibrena's Freelance Journalism Works
SET Magazine - Managing Editor
Super K.I.T.S. Chronicles: Keeping It Together Safely - Editor, Children's Book
The Secrets of Rosa's Radiance: A Children's Fable About Self-Care - Editor, Children's Book
KARGO - AI Editor
DREW Barrymore Magazine - Proofreader/Fact checker + Contributor
The Knockturnal - Contributor
MStars News - Contributor
The Times News - Correspondent
Public Affairs and Political Correspondent, Republican Herald Newspaper - Reporter
Standard-Speaker News - Reporter
Image New Jersey Magazine - Editor, Contributor of Cover & Features including *Chic Society w/Sibrena*
Black Hairstyles & Trends - Columnist *Speaking It Real w/Sibrena*
Millennium Magazine - Contributing Editor
National TV Commercial Writer + Producer
Egger Jewelry commercials for *Smile and Bling & Lacey's* / A National Ad Campaign Written/Produced by Sibrena in 2009

Sports/Athletes
Dwyane Wade Family Golf Tournament 2024 - Upcoming
New Jersey Teamsterz Football Club - Pro + Developmental Soccer Club
NFL European Champion, Alexsi Geraldino - Team s USA, Graz Giants, Stuttgart Scorpions/Frankfurt Galaxy
Junella Segura Cooper - Choreographer/Stage Director for Destiny's Child, Ciara and others Black Sports Agents Association
NFL Super Bowl Event, Passion for Fashion - Philadelphia Eagles Rodney Peete, New England Patriots Mike "Scooter" McGruder & Dallas Cowboy Larry Brown

Non-Profit Organizations
Arthritis National Research Foundation - Board member

Metaverse/Digital Platforms
Partnership as the business developer for 4D Fun Fanz First
Urban News Wire
Digital & Soccer Pro Niall & Ash Quinn

Political Campaigns
Mayo of the City of Bayonne, Jimmy Davis's campaign ***volunteer*** media buyer
U.S. Congressman Chaka Fattah Congressional campaign, ***Assistant Press Secretary***

Languages
English - Fluent
Creek Native American - Basic understanding
Spanish - Fluent and literate
Brazilian Portuguese - Basic understanding
Arabic - Basic conversation, currently studying

Media placements and tear sheets upon request

Application Form

Profile

Michael
First Name

R
Middle Initial

Simpson
Last Name

1025 sw dilido lane
Home Address

Port st lucie
City

FL
State

34953
Postal Code

mikend88@gmail.com
Email Address

What district do you live in? http://www.cityofpsl.com/districts *

☑ District 3

Home: (772) 501-9587
Primary Phone

Alternate Phone

Retired?

○ Yes ◉ No

Coastal fleet services llc
Employer

Owner
Job Title

Automotive
Occupation

Which Boards would you like to apply for?

Infrastructure Surtax Citizens Oversight Committee: For Review

Were you nominated or recommended to apply by the Mayor or a Councilmember?

◉ Yes ○ No

If Yes, by whom?

Shannon martin

Please Agree with the Following Statement

I have read and guarantee that I meet all the requirements for board service.

☑ I Agree

Interests & Experiences

Michael R Simpson

Why are you interested in serving on a board or committee?

I believe giving back to the city and being involved with the workings of the city government

Why do you think you are qualified to serve on this board or committee?

As a buisness owner I bring great insite to budgets and buisness models

Brief description of Education & Experience

High school and vocational tech training

Upload a Resume

Demographics

Ethnicity

☑ Caucasian/Non-Hispanic

Gender

☑ Male

05/18/1970
Date of Birth

Do you now serve on any City Board, Committee or other Governmental Board or Committee? (NOTE: You cannot serve on more than one Board or Committee within the City of Port St. Lucie during the same time period.)

○ Yes ◉ No

Are you a registered voter?

◉ Yes ○ No

How long have you been a City resident?

15 years

Have you attended the City University classes?

◉ Yes ○ No

Are you a United States Citizen?

◉ Yes ○ No

Are you presently employed by the City of Port St. Lucie?

○ Yes ◉ No

Are you a current or former law enforcement officer, other employee* or the spouse or child of one who is exempt from public records disclosure under FS 119.07?

○ Yes ◉ No

Have you ever been convicted of a crime, pled guilty or no contest to a criminal charge, or entered into an agreement setting forth the terms leading to the reduction or dismissal of the charges?

◉ Yes ○ No

If Yes, please describe:

Utter forged instrument

If Yes, where were you convicted?

Yes

If Yes, provide the date of conviction:

3-6-1986

Please Agree with the Following Statement

I agree that all of my answers are truthful and accurate to the best of my ability. I understand that if I have falsified any information my application will be withdrawn and I will not be considered for appointment.

☑ I Agree

Shanna Donleavy

From: Mike Simpson <mikend88@gmail.com>
Sent: Tuesday, February 24, 2026 2:42 PM
To: Shanna Donleavy
Subject: Re: Application

My work history is have been a mechanic for 35 years I have owned coastal fleet services llc since March of 2014
Provided excellent customer service to the community for over 20 years
I am ase certified and have many awards given to my buisness for excellence.

If you have any questions call me (772) 501-9587.

Thanks,
Mike S.

On Tue, Feb 24, 2026, 12:58 PM Shanna Donleavy <SDonleavy@cityofpsl.com> wrote:

> Good Afternoon,
>
> After reviewing your application, could you please provide a resume or a brief summary of your work history? I will include it with your application to be considered by the Mayor next week.
>
> Thank you.
>
> Kind Regards,

Shanna Donleavy, CMC

Deputy City Clerk/Board Liaison

City Clerk's Office

o. 772-871-7366

City of Port St. Lucie | *Heart of the Treasure Coast*

121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

Agenda Summary

2026-247

Agenda Date: 3/23/2026 **Agenda Item No.:** 7.d

Placement: Consent Agenda

Action Requested: Motion / Vote

Ratify Amendments #1, #2, and #3, and Approve Amendment #4 to Contract #20240115 for City Hall Lobby, Restrooms, Storefronts and Added Parking.

Submitted By: India Barr, Procurement Contracting Officer, II, Procurement Management Division (PMD).

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: India Barr, Procurement Contracting Officer, II, PMD.
2. Parties: City of Port St. Lucie and Hooks Construction Company LLC.
3. Purpose: Provide Construction Services for City Hall Lobby, Restrooms, Storefronts and Added Parking.
4. New/Renewal/Modified: Modified.
5. Duration: The initial term of the Contract was from February 1, 2025 through February 1, 2026. Amendment #4 requests to extend contract until September 2, 2026.
6. Benefits to Port St. Lucie: To provide enhancements and updates to City Hall, including enhanced accessibility and security features in the lobby, upgraded conditions and drainage of existing exterior parking, and added parking areas.
7. Cost to Port St. Lucie (Annual and Potential): Amendment #1 was $113,367.34; Amendment #2 was for $38,570.98; Amendment #3 was for $46,171.71; Amendment #4 is for $191,403.77 for a new Contract amount of $2,816,735.08.

Presentation Information: N/A.

Staff Recommendation: Move that the Council Ratify Amendments #1, #2, and #3, and approve Amendment #4 to Contract # 20240115 for City Hall Lobby, Restrooms, Storefronts and Added Parking.

Alternate Recommendations:

1. Move that the Council amend the recommendation and ratify Amendments #1, #2, and #3, and approve Amendment #4 to Contract #20240115.
2. Move that the Council not ratify Amendments #1, #2, and #3, nor approve Amendment #4 and provide staff with direction.

Background: Contract #20240115 is a CIP project for construction services for the improvements to the City Hall lobby, restrooms, storefronts, and added parking. The project includes enhancements and upgrades to City Hall, including enhanced accessibility and security features in the lobby, upgrading the conditions and

drainage of existing exterior parking, and adding new parking areas.

Amendment #1: increased the Contract by $113,367.34 for premium time for Demolition/Framing/Drywall electrical rough-in, installation of louvres, addition of changing stations, addition of light fixtures, change of sinks to undermount, remove/relocate of 2 VAVs, install crash bollard, float restrooms on the 3rd floor, and demo and replace the front and rear awning systems.

Amendment #2: increased the Contract by $38,570.98 for changes to the acoustical panels, a credit for drywall/framing, reglazing and recaulking customer service windows, changes to the curtainwall steel change and addition of customer service speakers, AC closet doors and hardware, fire sprinklers hallway work, ADA sink upgrade, bathroom and vanity top changes, and painting of customer service window frames.

Amendment #3: increased the Contract by $46,171.71 for earthwork and concrete for new awnings, deletion of iPad stands, premium time reconciliation for work required after hours, changes to the roof drainage, level 5 skim and finish and expansion joints in lobby, low voltage changes, drainage control structures, and landscape demolition.

Amendment #4: increases the Contract by $191,403.77 for low voltage work not on drawings, after hours ceiling grid work, site lighting, sidewalk, paving, and curbing, bike racks, customer service signage, vertical expansion joint covers, roof overflow drain reconfiguration, lobby and stairwell light fixtures, and additional counters in south lobby.

The additional time and funds are required to complete additional work due to drawing changes and scope additions. This request ensures that the project can continue without compromising quality, safety, or compliance with the updated requirements.

Issues/Analysis: Under City Code of Ordinances, Section 35.09(b) and 35.09(c), City Council must approve contract price increases, in the category for this project, when the cumulative total exceeds $199,999.99. The cumulative increase to the Contract price in Amendments #1, #2, and #3, did not exceed this amount, and therefore, did not require City Council approval. However, the added cost under Amendment #4 exceeds the threshold, and therefore, staff is requesting that Council ratify Amendments #1, #2, and #3, and approve Amendment #4.

Financial Information: Funds are appropriated in the General CIP Fund / Facilities / Buildings (#301-4135-562000-00000).

Special Consideration: N/A.

Location of Project: City Hall.

Attachments:

1. Amendment #4 Signed.
2. Amendment #3.
3. Amendment #2.
4. Amendment #1.

5. Original Contract.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26057-17.

Legal Sufficiency Review:
Reviewed by Alyssa Lunin, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

PORT ST. LUCIE
HEART OF THE TREASURE COAST

CONTRACT AMENDMENT

This Amendment #4 ("Amendment") to Contract #20240115 – City Hall Lobby, Restroom, Storefront and Additional Parking Project ("the Contract"), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	Hooks Construction Company LLC
Solicitation No./Event ID:	20240115
Solicitation Title/Event Name:	City Hall Lobby, Restroom, Storefront and Additional Parking
Contract Award Date:	December 23, 2024
Initial Contract Term:	February 1, 2025 through February 1, 2026
Current Contract Expiration Date:	February 1, 2026
Requested Contract Expiration Date:	September 2, 2026
Initial Contract Amount:	$2,427,221.28
Current Contract Amended Amount:	$2,625,331.31
Requested Financial Change Amount:	$191,403.77
New Contract Amount:	$2,816,735.08
Amendment No.:	4
Amendment Type:	**Increase Commodities and Extension**

WHEREAS, the Contract, including any previous amendments, was in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **SCOPE OF WORK.** Additional items are added to the Contract at the prices listed.

PCO #	Change Order #4 Item Description	Amount
35R	Low Voltage Electrical Conduit and Receptacles Work for Johnson Controls Not on Plans **(Time and Material)**	$ 9,573.75
036	Overtime Labor Charge for Ceiling Grid in Central Lobby Due to Maintaining Access	$ 5,750.00
037	Upcharge for Providing 74 Double Sided Parking Wheel Stops	$ 5,060.00
038	Relocate Existing Parking Lot Underground Direct Bury Cables for Lighting for Detail E Sitework	$ 1,532.95
039	Replace Existing Sidewalk Lower on West Side of Police Building and Replacement of Bypass Curb in Rear	$ 37,818.90
040	Install Additional 460 Square Feet of Sidewalk at City Hall Front North Entrance Detail F Due to Plan Changes	$ 6,168.93
041	Replace Three Deteriorated Asphalt Areas 84 Square Yards in City Complex	$ 5,699.40
042	Provide Two 3.5' x 8' Wall Panel Samples for Pattern/Gradient Approval **(Requested $4,140.00 Not Approved)**	$ -
043	Provide Two Bike Racks for City Hall North Entrance	$ 2,131.87
044	Provide Main Stairwell First Floor Paint Credit Performed by Others	(960.00)
045	Reconfiguration of Concrete Sidewalks from Straight to Curved for City Complex Entrance From Port St. Lucie Blvd.	$ 2,943.84
046	Provide and Install *Customer Service* Sign in Central Lobby	$ 1,082.84
47R	Replace 575 Square Feet of Sidewalk in City Hall Courtyard and Replace Two Deteriorated Asphalt Areas in City Complex **(Requested $30,637.15 Not Approved)**	$ -
048	Provide and Install Building Vertical Steel Expansion Joint Covers	$ 1,748.00
049	Repair Damaged Sewer Cleanout Pipe and Cover **(Requested $430.31 Damaged by Contractor Not Approved)**	$ -
050	Restaking Required Due to Field Changes for Curbs and Sidewalks	$ 2,817.50
051	Provide and Install Exterior Light Fixtures	$ 7,884.22
052	Low Voltage Electrical Work Not on Plans **(Time and Material)**	$ 20,454.15
053	Replace Roof Overflow Drain Piping Due to Conflict in Configuration	$ 17,650.89
054	Provide and Install Additional Door Signs	$ 3,358.03
055	Replace Two Side Stairwell Floor Landings, Stair Treads and Risers **(Requested $28,689.99 Not Approved)**	$ -
056	Relocate Existing Building Water Pipe Below Foundation for New Awning	$ 1,259.26
057	Provide and Install New Light Fixtures in North Lobby and Main Stairwell	$ 27,906.34
058	Replace Two 10" Roof Overflow Pipes Through Concrete Roof Deck	$ 3,839.97
059	Overtime for Prime Contractor Supervision on Nights and Weekends 8/22/25-2/20/26	$ 18,658.75
060	Install Bike Racks, Brass Plaques, Acrylic Sign and Corridor Corner Guards	$ 1,410.03
061	Repair Damaged Conduit and Cables In City Parking Lot **(Requested $8,682.87 Not Approved)**	$ -
062	Install Additional Counters in South Lobby	$ 7,614.15
	Proposed Change Order #4 Total	**$ 191,403.77**

2. **EXTENSION.** The parties hereby agree that the Contract will be extended for an additional period, as follows:

   a. Extend Contract term for an additional seven (7) months, as follows:

      - Beginning Date of Amendment Term: February 2, 2026
      - End Date of Amendment Term: September 2, 2026

   b. The parties acknowledge the Current Contract Expiration Date has passed; however, construction work under the Contract has been ongoing, and the Contract should have been extended before expiration. Therefore, the parties agree to extend the Contract retroactive to the Current Contract Expiration Date, for continuous cover back to the initial start date, as if no lapse has occurred.

   c. The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment Term" unless the parties agree in a duly executed writing to extend the Contract for an additional period.

3. **PAYMENT & PERFORMANCE BONDS**: If a Performance and Payment Bond was required under the Contract, then Contractor shall also furnish an acceptable recorded bond rider covering the cost difference added to the Contract price under this Amendment. The requirements for such a bond rider shall be subject to the same terms and conditions as the original Performance and Payment Bond under the Contract.

4. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

5. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations of the parties. This Amendment and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

Signature Page to Follow

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

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Hooks Construction Company LLC.
Authorized Signature:	
Printed Name and Title of Person Signing:	Steven C. Hooks
Date:	3/27/24
Company Address:	2315. Kanner Hwy Stuart 34994

CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	
City Address:	121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

MEMORANDUM

DATE: December 8, 2025

TO: ****ORIGINAL****
CITY CLERK

FROM: India Barr
Procurement Management

Department SUBJECT: Record Retention

CONTRACT: 20240115
CONTRACT TITLE: City Hall Lobby, Restrooms, Storefront and Additional Parking

VENDOR NAME: Hooks Construction Company, LLC. VENDOR ADDRESS: 2211 South Kanner Highway CITY & STATE: Stuart, Florida 34994

APPROVED BY COUNCIL: N/A

Contract Amount : $2,625,331.31

CONTRACT TERM : February 1, 2025 through February 1,

2026 Please see the attached for (1) original contract for your records

CONTRACT
AMENDMENT

This Amendment #3 ("Amendment") to the City Hall Lobby, Restroom, Storefront and Additional Parking Project under Contract #20240115 ("the Contract"), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	Hooks Construction Company, LLC.
Solicitation No./Event ID:	20240115
Solicitation Title/Event Name:	City Hall Lobby, Restroom, Storefront and Additional Parking
Contract Award Date:	December 23, 2024
Initial Contract Term:	February 1, 2025 through February 1, 2026
Current Contract Expiration Date:	February 1, 2026
Requested Contract Expiration Date:	N/A
Initial Contract Amount:	$2,427,221.28
Current Contract Amended Amount:	$2,579,159.60
Requested Financial Change Amount:	$46,171.71
New Contract Amount:	$2,625,331.31
Amendment No.:	3
Amendment Type:	**Increase Commodities**

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **SCOPE OF WORK.** Additional items are added to the Contract at the prices listed.

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
020	CE #038 - Additional power for		$532.11
021	CE #039 - Concrete and Earthwo		$7,685.45
022	CE #041 - Deduct for 2 iPad St		($729.28)
023	CE #042 - Overtime Reconciliat		$11,212.50
024	CE #043 - T & M- Roof Drain Change P2.2 * SEE BELOW NOTE		$10,000.00
025	CE #044 - Central Lobby Level		$8,763.00
026	CE #046 - Detail G and H Contr		$8,855.00
028	CE #050 - Additional Lobby Exp		$4,256.73
029	CE #052 - T&M- Low Voltage Changes per 09/09/25 plan & 9/12/25 site visit * SEE BELOW NOTE		$12,000.00
030	CE #054 - Demo of Landscape at		$2,415.00
031	CE #055 - Demo and haul side w		$2,070.00
032	CE #057 - Additional Curbing a		$13,367.60
033	CE #053 - Detail A Culvert Rai		($36,147.00)
034	CE #058 - Fire Sprinkler Night		$1,890.60
		Total:	$46,171.71

NOTE: reflected amount indicates partial payment per agreement with City of PSL, to be reconciled upon completion of scope

2. **PAYMENT & PERFORMANCE BONDS**: If a Performance and Payment Bond was required under the Contract, then Contractor shall also furnish an acceptable recorded bond rider covering the cost difference added to the Contract price under this Amendment. The requirements for such a bond rider shall be subject to the same terms and conditions as the original Performance and Payment Bond under the Contract.

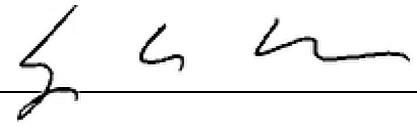
3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

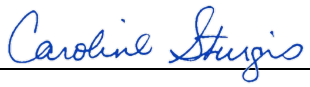
Signature Page to Follow

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

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Hooks Construction Company, LLC.
Authorized Signature:	
Printed Name and Title of Person Signing:	Steven Hooks, President
Date:	10/28/2025
Company Address:	2211 S Kanner Hwy Stuart, FL 34994

CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	December 8, 2025
City Address:	121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

City of Port St. Lucie - Change Order

PO # 20250362 **Change Order #3** **Vendor Name: Hooks Construction** **Vendor # 205480**

Requested By William Montgomery **Project Manager: Roger Jacob** **Dept. 4135**

Change Request: Change **Mail to Vendor Yes - No** **10/22/2025**

Contract # 20240115 **PO Amount before change:** $ 2,579,159.60

	Line Item	Old Qty	New Qty	Description	Account Numbers Fund,Dept,Object	Unit Price*	Current line Amount	Am't of Change	New Line Total
Chg								-	$ -
Chg								-	$ -
Chg								-	$ -
Chg								-	$ -
Chg								-	$ -
Chg								-	$ -
Add	4		1	Additional Scope - Amendm	301-4135-562000	46,171.71		46,171.71	$ 46,171.71
Add								-	$ -
Add								-	$ -
Add								-	$ -
Add								-	$ -

Am't of change total $ 46,171.71

New PO Total: $ 2,625,331.31

Reasons for Change (Be specific)

Instructions:

1. A vendor change requires a new PO and the existing PO should be cancelled.*
2. Enter line item information to be changed only. To cancel or delete specified items, change the quantity to zero. See below for exception*
3. The “requested by” field should be completed with the name of the person requesting the change, not the department head.

Please Remember: Any change orders to decrease a quantity or unit price on a line that has prior liquidations, will not show on the printed PO. You must check amounts in the Munis system!. Do not rely on hard copy for accurate information.

****

PMD Authorization _____ Changes by: Roger Jacob Date: 10/22/2025

Notes: _____

PCO # 021: CE #039 - Concrete and Earthwo

#	Budget Code	Description	Amount
1	10-10530.000.Subcontract Protective Covers/ Awning.Subcontract	Concrete for New Awnings	$5,933.00
2	2-2000.000.Subcontract Site Construction.Subcontract	Earthwork for New Awnings	$750.00
3	99-990000.000.Subcontract OH&P.Subcontract	Insurance, bonding and OH&P- 15%	$1,002.45
		Grand Total:	**$7,685.45**

PCO # 022: CE #041 - Deduct for 2 iPad St

#	Budget Code	Description	Amount
1	13-13700.000.Subcontract Security Access &Surveillance.Subcontract	Deduct for 2 iPad Stands, $344 each= $688 + tax of $41.28= Total $729.28	$(729.28)
		Grand Total:	**$(729.28)**

PCO # 023: CE #042 - Overtime Reconciliat

#	Budget Code	Description	Amount
1	1-1401.000.Labor Supervision.Labor	Overtime Reconciliation through 8/15/2025; Added over time for nights and weekends for the following scopes: Flooring/ Plumbing/Electrical/All Eastern Hallway Scopes, & Hallway Storefront Trades; 150 hours @ $65/hr= $9,750	$9,750.00
2	99-990000.000.Subcontract OH&P.Subcontract	Insurance, bonding and OH&P- 15%	$1,462.50
		Grand Total:	**$11,212.50**

NOTE: reflected amount indicates partial payment per agreement with City of PSL, to be reconciled upon completion of scope

PCO # 024: CE #043 - T & M- Roof Drain Change P2.2

#	Budget Code	Description	Amount
1	15-15400.000.Subcontract Plumbing.Subcontract	T & M- Roof Drain Change P2.2	$10,000.00
		Grand Total:	**$10,000.00**

PCO # 025: CE #044 - Central Lobby Level

#	Budget Code	Description	Amount
1	9-9250.000.Subcontract Drywall & Metal Frame.Subcontract	Central Lobby Level 5 Skim and Finish	$7,620.00
2	99-990000.000.Subcontract OH&P.Subcontract	Insurance, bonding and OH&P- 15%	$1,143.00
		Grand Total:	**$8,763.00**

PCO # 026: CE #046 - Detail G and H Contr

#	Budget Code	Description	Amount
1	2-2000.000.Subcontract Site Construction.Subcontract	Detail G and H Control Structures	$7,700.00
2	99-990000.000.Subcontract OH&P.Subcontract	Insurance, bond and OH&P-15%	$1,155.00
		Grand Total:	**$8,855.00**

PCO # 028: CE #050 - Additional Lobby Exp

#	Budget Code	Description	Amount
1	9-9300.000.Subcontract Flooring.Subcontract	Additional Lobby Expansion Joints	$3,701.50
2	99-990000.000.Subcontract OH&P.Subcontract	Insurance, bond and OH&P- 15%	$555.23
		Grand Total:	**$4,256.73**

NOTE: reflected amount indicates partial payment per agreement with City of PSL, to be reconciled upon completion of scope

PCO # 029: CE #052 - T&M- Low Voltage Changes per 09/09/25 plan & 9/12/25 site visit

#	Budget Code	Description	Amount
1	16-16050.000.Subcontract Electrical.Subcontract	T&M- Low Voltage Changes per 09/09/25 Plan and 09/12/25 Site Visit	$12,000.00
		Grand Total:	**$12,000.00**

PCO # 030: CE #054 - Demo of Landscape at

#	Budget Code	Description	Amount
1	2-2200.000.Subcontract Demolition.Subcontract	Demo of Landscape at North Lobby	$2,100.00

CO #3

Project: 138 - PSL City Hall Renovations
121 SW Port St. Lucie Blvd., Building A
Port St. Lucie, Florida 34984

Prime Contract Change Order #3

TO:	**City of Port St. Lucie** 121 SW Port St. Lucie Boulevard Port St. Lucie, Florida 34984		
DATE CREATED:	10/23/2025	**CREATED BY:**	Jodi Peterson **(Hooks Construction)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	1:	**TOTAL AMOUNT:**	$46,171.71

DESCRIPTION:
See below PCO detail

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
020	CE #038 - Additional power for		$532.11
021	CE #039 - Concrete and Earthwo		$7,685.45
022	CE #041 - Deduct for 2 iPad St		($729.28)
023	CE #042 - Overtime Reconciliat		$11,212.50
024	CE #043 - T & M- Roof Drain Change P2.2 * SEE BELOW NOTE		$10,000.00
025	CE #044 - Central Lobby Level		$8,763.00
026	CE #046 - Detail G and H Contr		$8,855.00
028	CE #050 - Additional Lobby Exp		$4,256.73
029	CE #052 - T&M- Low Voltage Changes per 09/09/25 plan & 9/12/25 site visit * SEE BELOW NOTE		$12,000.00
030	CE #054 - Demo of Landscape at		$2,415.00
031	CE #055 - Demo and haul side w		$2,070.00
032	CE #057 - Additional Curbing a		$13,367.60
033	CE #053 - Detail A Culvert Rai		($36,147.00)
034	CE #058 - Fire Sprinkler Night		$1,890.60
		Total:	$46,171.71

NOTE: reflected amount indicates partial payment per agreement with City of PSL, to be reconciled upon completion of scope

CHANGE ORDER LINE ITEMS:

PCO # 020: CE #038 - Additional power for

#	Budget Code	Description	Amount
1	16-16050.000.Subcontract Electrical.Subcontract	Additional power for the east and west storefront	$462.70
2	99-990000.000.Subcontract OH&P.Subcontract	Insurance, bonding and OH&P- 15%	$69.41
		Grand Total:	**$532.11**

#	Budget Code	Description	Amount
2	99-990000.000.Subcontract OH&P.Subcontract	Insurance, bonding and OH&P- 15%	$315.00
		Grand Total:	**$2,415.00**

PCO # 031: CE #055 - Demo and haul side w

#	Budget Code	Description	Amount
1	2-2200.000.Subcontract Demolition.Subcontract	Demo and haul side walk at Building Department House	$1,800.00
2	99-990000.000.Subcontract OH&P.Subcontract	Insurance, bonding and OH&P	$270.00
		Grand Total:	**$2,070.00**

PCO # 032: CE #057 - Additional Curbing a

#	Budget Code	Description	Amount
1	2-2000.000.Subcontract Site Construction.Subcontract	Additional Curbing at Details B and E	$11,624.00
2	99-990000.000.Subcontract OH&P.Subcontract	Insurance, bonding and OH&P- 15%	$1,743.60
		Grand Total:	**$13,367.60**

PCO # 033: CE #053 - Detail A Culvert Rai

#	Budget Code	Description	Amount
1	2-2000.000.Subcontract Site Construction.Subcontract	Detail "A" Scope Credit	$(35,397.00)
2	5-5500.000.Subcontract Metal Fabrications.Subcontract	Detail "A" Scope Credit	$(750.00)
		Grand Total:	**$(36,147.00)**

PCO # 034: CE #058 - Fire Sprinkler Night

#	Budget Code	Description	Amount
1	15-15300.000.Subcontract Fire Sprinkler.Subcontract	Fire Sprinkler Night Work	$1,644.00
2	99-990000.000.Subcontract OH&P.Subcontract	Insurance, bonding and OH&P- 15%	$246.60
		Grand Total:	**$1,890.60**

The original (Contract Sum)	$2,427,221.28
Net change by previously authorized Change Orders	$151,938.32
The contract sum prior to this Change Order was	$2,579,159.60
The contract sum would be changed by this Change Order in the amount of	$46,171.71
The new contract sum including this Change Order will be	$2,625,331.31

The contract time will not be changed by this Change Order.

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

SIGNATURE **DATE**

MEMORANDUM

DATE: July 24, 2025

TO: ****ORIGINAL****
CITY CLERK

FROM: India Barr
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: 20240115
CONTRACT TITLE: City Hall Lobby, Restrooms, Storefront and Additional Parking

VENDOR NAME: Hooks Construction Company, LLC.
VENDOR ADDRESS: 2211 South Kanner Highway
CITY & STATE: Stuart, Florida 34994

APPROVED BY COUNCIL: N/A

Contract Amount : $2,579,159,.60

CONTRACT TERM : February 1, 2025 through February 1, 2026

Please see the attached for (1) original contract for your records

CONTRACT
AMENDMENT

This Amendment #2 ("Amendment") to the City Hall Lobby, Restrooms, Storefront and Additional Parking Project Contract #20240115 ("the Contract"), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	Hooks Construction Company, LLC.
Solicitation No./Event ID:	20240115
Solicitation Title/Event Name:	City Hall Lobby, Restroom, Storefront and Additional Parking
Contract Award Date:	December 23, 2024
Initial Contract Term:	February 1, 2025 through February 1, 2026
Current Contract Expiration Date:	February 1, 2026
Requested Contract Expiration Date:	N/A
Initial Contract Amount:	$2,427,221.28
Current Contract Amended Amount:	$2,540,588.62
Requested Financial Change Amount:	$38,570.98
New Contract Amount:	$2,579,159.60
Amendment No.:	2
Amendment Type:	**Increase Commodities**

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Scope of Work**

   Acoustical Panel Change, Drywall/Framing Credit, Reglazing/Recaulking, Curtainwall Steel, AC Closet Doors, Pye Barker, ADA Sink Upgrade, Bathroom #3 Vanity, Paint Window Frames.

2. **E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:

   a. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.

   b. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.

   c. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
   d. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the Contract with the subcontractor.
   e. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
   f. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. Such a cause of action must be filed in accordance with the Venue provision in Section XXII of the Contract.

3. **DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS.** Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

4. **COOPERATION WITH INSPECTOR GENERAL**. Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

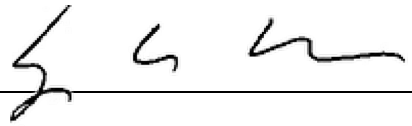
5. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

6. **PAYMENT & PERFORMANCE BONDS**: If a Performance and Payment Bond was required under the Contract, then Contractor shall also furnish an acceptable recorded bond rider covering the cost difference added to the Contract price under this Amendment. The requirements for such a bond rider shall be subject to the same terms and conditions as the original Performance and Payment Bond under the Contract.

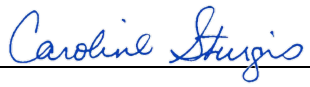
7. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Hooks Construction Company, LLC.
Authorized Signature:	
Printed Name and Title of Person Signing:	Steve Hooks, President
Date:	7/24/25
Company Address:	2211 S Kanner Hwy, Stuart, Fl 34994

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	July 25, 2025
City Address:	121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

City of Port St. Lucie - Change Order

PO # 20250362 **Change order # 2** **Vendor Name: Hooks Construction** **Vendor # 205480**

Requested By William Montgomery **Project Manager: Roger Jacob** **Dept. 4135**

Change Request: Change **Mail to Vendor Yes - No** **7/15/2025**

Contract # 20240115 **PO Amount before change:** $ 2,540,588.62

	Line Item	Old Qty	New Qty	Description	Account Numbers Fund,Dept,Object	Unit Price*	Current line Amount	Am't of Change	New Line Total
Chg								-	$ -
Chg								-	$ -
Chg								-	$ -
Chg								-	$ -
Chg								-	$ -
Chg								-	$ -
Chg								-	$ -
Add	3		1	Additional Scope - Amendm	301-4135-562000	38,570.98		38,570.98	$ 38,570.98
Add								-	$ -
Add								-	$ -
Add								-	$ -
Add								-	$ -

Am't of change total $ 38,570.98

New PO Total: $ 2,579,159.60

Reasons for Change (Be specific)

Acoustical Panel Change, Drywall/Framing Credit, Reglazing/Recaulking, Curtainwall Steel, AC Closet Doors, Pye Barker, ADA Sink Upgrade, Bathroom #3 Vanity, Paint Window Frames

Instructions:

1. A vendor change requires a new PO and the existing PO should be cancelled.*
2. Enter line item information to be changed only. To cancel or delete specified items, change the quantity to zero. See below for exception*
3. The "requested by" field should be completed with the name of the person requesting the change, not the department head.

Please Remember: Any change orders to decrease a quantity or unit price on a line that has prior liquidations, will not show on the printed PO. You must check amounts in the Munis system!. Do not rely on hard copy for accurate information.

****

PMD Authorization _____ Changes by: Roger Jacob Date: 7/23/2025

Notes: _____

Project: 138 - PSL City Hall Renovations
121 SW Port St. Lucie Blvd., Building A
Port St. Lucie, Florida 34984

Prime Contract Change Order #2

TO:	**City of Port St. Lucie** 121 SW Port St. Lucie Boulevard Port St. Lucie, Florida 34984	**FROM:**	
DATE CREATED:	7/15/2025	**CREATED BY:**	Jodi Peterson **(Hooks Construction)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	1:	**TOTAL AMOUNT:**	$38,570.98

DESCRIPTION:
See below PCO detail

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
009	CE #019 - Acoustical Panel Cha		$10,246.50
011	CE #021 - Credits- drywall/fra		($7,190.00)
012	CE #022 - Reglazing and Recaul		$4,416.00
013	CE #023 - Curtainwall Steel Ch		$16,677.00
014	CE #025 - AC Closet Doors and		$2,249.89
015	CE #028 - Pye Barker (fire spr		$1,890.60
016	CE #030 - ADA Sink Upgrade		$2,187.90
017	CE #031 - Bathroom #3 Vanity R		$7,029.34
018	CE #034 - Paint window frames-		$1,063.75
		Total:	$38,570.98

CHANGE ORDER LINE ITEMS:

PCO # 009: CE #019 - Acoustical Panel Cha

#	Budget Code	Description	Amount
1	9-9510.000.Subcontract Acoustical Ceiling.Subcontract	Acoustical Panel Change from Muto to Corsa	$8,910.00
2	99-990000.000.Subcontract OH&P.Subcontract	Insurance, bonding and OH&P- 15%	$1,336.50
		Grand Total:	**$10,246.50**

PCO # 011: CE #021 - Credits- drywall/fra

#	Budget Code	Description	Amount
1	9-9250.000.Subcontract Drywall & Metal Frame.Subcontract	Credit for 1-foot drywall replacement at base of wall (all phases)	$(3,600.00)
2	9-9250.000.Subcontract Drywall & Metal Frame.Subcontract	Credit for Restroom Framing (Phase 1)	$(170.00)

#	Budget Code	Description	Amount
3	9-9250.000.Subcontract Drywall & Metal Frame.Subcontract	Credit for not replacing the bulkheads in Phase 2 at north/south lobby entry doorways, Existing framing/drywall to remain	$(1,420.00)
4	2-2200.000.Subcontract Demolition.Subcontract	Credit for not demoing 1' of Drywall	$(500.00)
5	3-3000.000.Subcontract Concrete.Subcontract	Credit for Breakroom Concrete Removal and Repair	$(750.00)
6	15-15400.000.Subcontract Plumbing.Subcontract	Credit for Breakroom Underround Plumbing	$(750.00)
		Grand Total:	**$(7,190.00)**

PCO # 012: CE #022 - Reglazing and Recaul

#	Budget Code	Description	Amount
1	8-8400.000.Subcontract Entrances and Storefronts.Subcontract	Reglazing and Recaulking of Customer Service Windows	$3,840.00
2	99-990000.000.Subcontract OH&P.Subcontract	Insurance, bonding and OH&P- 15%	$576.00
		Grand Total:	**$4,416.00**

PCO # 013: CE #023 - Curtainwall Steel Ch

#	Budget Code	Description	Amount
1	8-8400.000.Subcontract Entrances and Storefronts.Subcontract	Curtainwall Steel Change and Addition of Customer Service Speakers	$16,350.00
2	99-990000.000.Subcontract OH&P.Subcontract	Insurance, Bonding- 2% [1% each]	$327.00
		Grand Total:	**$16,677.00**

PCO # 014: CE #025 - AC Closet Doors and

#	Budget Code	Description	Amount
1	8-8100.000.Subcontract Doors and Hardware.Subcontract	AC Closet Doors and Hardware Per A-600 Rev. Addendum NO 5.	$1,956.43
2	99-990000.000.Subcontract OH&P.Subcontract	Insurance, bonding and OH&P- 15%	$293.46
		Grand Total:	**$2,249.89**

PCO # 015: CE #028 - Pye Barker (fire spr

#	Budget Code	Description	Amount
1	15-15300.000.Subcontract Fire Sprinkler.Subcontract	Pye Barker (fire sprinklers) Overtime Phase 2 hallway; Delta of 137.00/hour x 16 hours	$1,644.00
2	99-990000.000.Subcontract OH&P.Subcontract	Insurance, bonding and OH&P- 15%	$246.60
		Grand Total:	**$1,890.60**

PCO # 016: CE #030 - ADA Sink Upgrade

#	Budget Code	Description	Amount
1	15-15400.000.Subcontract Plumbing.Subcontract	ADA Sink Upgrade	$2,145.00
2	99-990000.000.Subcontract OH&P.Subcontract	Insurance, Bonding- 2% [1% each]	$42.90
		Grand Total:	**$2,187.90**

PCO # 017: CE #031 - Bathroom #3 Vanity R

#	Budget Code	Description	Amount
1	6-6410.000.Subcontract Cabinet.Subcontract	Restroom Redo	$5,830.00
2	6-6410.000.Subcontract Cabinet.Subcontract	Countertop Changes from Bid Set	$1,061.51
3	99-990000.000.Subcontract OH&P.Subcontract	Insurance, Bonding- 2% [1% each]	$137.83
		Grand Total:	**$7,029.34**

PCO # 018: CE #034 - Paint window frames-

#	Budget Code	Description	Amount
1	9-9900.000.Subcontract Paints and Coatings.Subcontract	Paint window frames- utility/customer service area	$925.00
2	99-990000.000.Subcontract OH&P.Subcontract	Insurance, bonding and OH&P- 15%	$138.75
		Grand Total:	**$1,063.75**

CO #2

The original (Contract Sum)	$2,427,221.28
Net change by previously authorized Change Orders	$113,367.34
The contract sum prior to this Change Order was	$2,540,588.62
The contract sum would be changed by this Change Order in the amount of	$38,570.98
The new contract sum including this Change Order will be	$2,579,159.60
The contract time will not be changed by this Change Order.	

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

SIGNATURE **DATE**

MEMORANDUM

DATE: May 28, 2025

TO: ****ORIGINAL****
CITY CLERK

FROM: India Barr
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: 20240115
CONTRACT TITLE: City Hall Lobby, Restrooms, Storefront and Additional Parking

VENDOR NAME: Hooks Construction Company, LLC.
VENDOR ADDRESS: 2211 South Kanner Highway
CITY & STATE: Stuart, Florida 34994

APPROVED BY COUNCIL: N/A

Contract Amount : $2,540,588.62

CONTRACT TERM : February 1, 2025 through February 1, 2026

Please see the attached for (1) original contract for your records

PORT ST. LUCIE
HEART OF THE TREASURE COAST

CONTRACT AMENDMENT

This Amendment #1 ("Amendment"), for the City Hall Lobby, Restrooms, Store Front and Additional Parking in Contract #20240115 ("the Contract"), by and between the City of Port St Lucie and the Contractor, as defined below, shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	Hooks Construction Company, LLC.
Solicitation No./Event ID:	20240115
Solicitation Title/Event Name:	City Hall Lobby, Restrooms, Storefront and Additional
Contract Award Date:	December 23, 2024
Initial Contract Term:	February 1, 2025 through February 1, 2026
Current Contract Expiration Date:	February 1, 2026
Requested Contract Expiration Date:	N/A
Initial Contract Amount:	$2,427,221.28
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	$113,367.34
New Contract Amount:	$ 2,540,588.62
Amendment No.:	1
Amendment Type:	**Increase of Commodities**

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in Contract are hereby incorporated and made a part of that Contract.

Compensation : $113,367.34

Additional scope of work as follows:
Premium Time for Demolition/Framing/Drywall, Installation of Louvres, Addition of Changing Stations, Addition of Light Fixtures, Change of Sinks to undermount, Electric Rough Premium Time, Remove/Relocate of 2 VAVs, Install Crash Bollard, Float Restrooms 3rd, Floor, Demo and Replace Front and Rear Awning Systems.

PAYMENT & PERFORMANCE BONDS: If a Performance and Payment Bond was required under the Contract, then Contractor shall also furnish an acceptable recorded bond rider covering the cost difference added to the Contract price under this Amendment. The requirements for such a bond rider shall be subject to the same terms and conditions as the original Performance and Payment Bond under the Contract.

SUCCESSORS AND ASSIGNS. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

Balance of page left intentionally blank

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

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Hooks Construction Company , LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Steven C. Hooks President
Date:	5/27/25
Company Address:	2211 South Kanner Highway Stuart , Florida 34994

CITY OF PORT ST. LUCIE

Authorized Signature:	Caroline Sturgis
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	May 27, 2025
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

City of Port St. Lucie - Change Order

PO # 20250362 **Change order # 1** **Vendor Name: Hooks Construction** **Vendor # 205480**

Requested By William Montgomery **Department Head: Caroline Sturgis** **Dept. 4135**

Change Request: Change **Mail to Vendor Yes - No** **4/30/2025**

Contract # 20240115 **PO Amount before change:** $ 2,427,221.28

	Line Item	Old Qty	New Qty	Description	Account Numbers Fund,Dept,Object	Unit Price*	Current line Amount	Am't of Change	New Line Total
Chg	1			City Hall Lobby, Restrooms	301-4135-562000		2,427,221.28	113,367.34	$ 2,540,588.62
Chg								-	$ -
Chg								-	$ -
Chg								-	$ -
Chg								-	$ -
Chg								-	$ -
Chg								-	$ -
Add								-	$ -
Add								-	$ -
Add								-	$ -
Add								-	$ -
Add								-	$ -

Am't of change total $ 113,367.34

New PO Total: $ 2,540,588.62

Reasons for Change (Be specific)

Premium Time for Demolition/Framing/Drywall, Installation of Louvres, Addition of Changing Stations, Addition of Light Fixtures, Change of Sinks to undermount, Electric Rough Premium Time, Remove/Relocate of 2 VAVs, Install Crash Bollard, Float Restrooms 3rd, Floor, Demo and Replace Front and Rear Awning Systems

Instructions:

1. A vendor change requires a new PO and the existing PO should be cancelled.*
2. Enter line item information to be changed only. To cancel or delete specified items, change the quantity to zero. See below for exception*
3. The “requested by” field should be completed with the name of the person requesting the change, not the department head.

Please Remember: Any change orders to decrease a quantity or unit price on a line that has prior liquidations, will not show on the printed PO. You must check amounts in the Munis system!. Do not rely on hard copy for accurate information.

****

PMD Authorization _____ Changes by: Roger Jacob Date: 5/9/2025

Notes: _____

HOOKS CONSTRUCTION
2211 South Kanner Highway
Stuart FL 34994
772-419-8828

Change Order

Order#: 1

Order Date: 04/21/2025

To: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie FL 34984

Project: 138
PSL City Hall Renovations
121 SW Port St. Lucie Blvd.
Building A
Port St. Lucie FL 34984

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

References Attached [X]

Specifications Attached [ ]

Ordered By:

Customer Order:

OK, premium hours to work in the evenings to reduce disruption to staff.

Description of Work and Reason	Amount
Item #1 Framing/Drywall Hanging/Demolition Premium Time • Reason : To minimize disturbance as per city's request	29,698.75
Item #2 Installation of two 12"x12" Louvres, Lift Rental and Concrete Cutting • Reason: Per mechanical plan comments to change louvres from 6"x6" to 12"x12"	5,815.18
Item #3 Addition of six (6) Koala Baby Changing Stations KB300-01SS • Missing on floor plans and elevations	4,000.44
Item #4 Addition of 4 "K" light fixtures (Sconces) in Restrooms • Reason: Missing from electrical plan	1,307.69
Item #5 Changing of 15 sinks to undermount in across all lavatories • Reason: As per Architect's request	1,224.00
Item #6 Electric Rough Premium Time • Reason: To minimize disturbance as per city's request	9,177.00
Item #7 Removal and Relocation of 2 VAVs and Fire Damper Addition • Reason: Fire wall conflict revealed upon demolition	2,023.43
Item #8 Installation Only of One Crash worthy Bollard at Front Entrance • Reason: As per request by city.	915.40
Item #9 Floating of floors in 3rd floor restrooms • Reason: to allow Proper Drainage	2,043.55
Item #10 Demo & replacement of front & rear awning systems • Reason: provide rain protection at the entry & sides for the public entering the building & reduce water into the building	57,161.90

OK, Bldg Dept Permit Comment response

OK, Add to the restrooms.

OK, coordination.

OK, this improves the look and cleaning.

OK, premium hours to work in the evenings to reduce disruption to staff.

OK, Bldg Dept Permit Comment response

OK, added bollard at front entry to improve security

OK, Upon demolition, the existing flooring was found to require additional leveling

OK, this is required to protect the entry of the building

Negative changes will lower the overall contract price requiring no additional payment by owner.

Approved 113,367.34

Approved Date April 28, 2025

Contractor

Ian Parana/ Project Manager

Date

Owner

HOOKS CONSTRUCTION
2211 South Kanner Highway
Stuart FL 34994
772-419-8828

Change Order

Order#: 1

Order Date: 03/24/2025

To: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie FL 34984

Project: 138
PSL City Hall Renovations
121 SW Port St. Lucie Blvd.
Building A
Port St. Lucie FL 34984

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached ☐

Ordered By: **Customer Order:** Specifications Attached ☐

Description of Work	Amount
Nights/Weekends (premium time) costs for only	10,715.00
Framing/Drywall Hanging/ Demolition/Hooks Supervision	
(if more subs are required to work Nights/Weekends we will provide those costs at that time)	
Framing & Drywall	
Demolition	9,500.00
Hooks Supervision (187 hrs @ 1/2 time rate $30/hr)	5,610.00
OH&P and Insurance- 15%	3,873.75

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Approved **29,698.75**

Approved Date March 24, 2025

Contractor _____ Owner _____ Date _____

Steve Hooks/ President

2000 Avenue P, Suite 15
Riviera Beach, Fl 33404
Phone: (561) 848-5300
Fax: (561) 848-5588
License U-19145

CHANGE ORDER

CO #: 2(Revised)

DATE: 02/24/2025

PROJECT: PSL City Hall
24-085

TO: Hooks Construction CO
2211 S. Kanner Hwy
Stuart, FL 34994
Attn: Darrell McClellan
Ph: (772) 419-8828 Fax: (772) 237-3757

THE ITEMS LISTED BELOW REPRESENT CHANGES OR EXTRAS TO THE CONTRACT THAT YOU HAVE REQUESTED. IN ORDER FOR THESE EXTRAS TO BE INCORPORATED INTO THE CONTRACT, PLEASE SIGN ONE COPY OF THIS CHANGE ORDER AND RETURN IT AS SOON AS POSSIBLE.

- For work to be done after hours.

Framing $4,735.00
Hanging $4,780.00
~~Finishing$7,500.00~~
Patching$1,200.00
~~Insulation$2,815.00~~

TOTAL ADDITIONAL COST: ~~$ 21,030.00~~ # 10, 715

TOTAL INCREASED CONTRACT TIME:

WE THE UNDERSIGNED, AGREE TO THE ABOVE CHANGES TO BE MADE BY K&S INTERIORS, INC. IN THE CONSTRUCTION OF THE PROJECT INDICATED.

*****THIS MUST BE SIGNED AND RETURNED WITHIN TWO (2) WORKING DAYS TO AVOID DELAYS AND ADDITIONAL EXPENSE. WORK WILL PROCEED ACCORDING TO THE ORIGINAL CONTRACTUAL AGREEMENT UNTIL THIS CHANGE ORDER BECOMES EFFECTIVE. *****

K & S INTERIORS, INC. **HOOKS CONSTRUCTION**

Adam Smith Bobcat Services, Inc DBA

SUN STATE SERVICES
Clearing the way since 1999

772-232-2566

6680 SW Gator Trail
Palm City, FL 34990

ESTIMATE

Adam Smith	*772-260-3715*
Caleb Smith	*772-353-8518*
Robbie Abell	*772-263-9222*
Brandon Abell	*772-263-2807*

Client Information:	***Demolition Agreement*** 214
Hooks Construction Co 2211 S Kanner Highway Stuart, FL 34994	***Date*** 3/18/2025
Contact Information:	***Project***
Hooks Construction Co 2211 S Kanner Highway Stuart, FL 34994	Port St Lucie City Hall/ Lobby Renovation

Scope of Work as Follow:	*Total*
DEMO LOBBY RENOVATIONS 1- Remove All Floors Finish and Tile Base. Grind Floor Flush and Level in Preparation of New Floor. 2- First and Second Level Storefront to be Removed Down to Existing Structure. Remove Hurricane Shutters. 3- Existing Reception Desk to be Removed. 4- Existing Mailroom Cabinetry to be Removed. 6- Remove Soffitt. Remove all Finishes and Soffitt. Per Section 1/A -301 7- Remove Stud Walls, Built-Ins and Bottom of Soffitt 15- Existing Exterior Slab to be Removed. 20- Remove Fabric Wall Covering and Drywall. 28- Remove 1' of Drywall from Base. 31- Remove Existing Sink 32- Remove Upper and Lower Cabinetry. 37- Remove Stucco Down to Structure To Include all Labor and Landfill Fees	50,400.00
Additional Labor due to Overtime/ Night work that is needed	9,500.00

Total $59,900.00

Contractors Signature_____

Date _____

Payment as follows: 50% deposit before start of project and final 50% upon completion of project.

1111. Upon the execution of the terms of this agreement, Client understands and agrees that Client is granting Sun State Demolition all savage rights to any debris, or salvage items, located anywhere on, or within, the property. The value of these Potential salvage items has been factored into the Price in this estimate. Should any of these salvage items be removed from the property prior to Sun State Demolition being able to take possession of the and realize their value, the fair market value of said items can be charged against Client and added to the contract Price of this Estimate without any written change order, or other writing.

HOOKS CONSTRUCTION
2211 South Kanner Highway
Stuart FL 34994
772-419-8828

Change Order

Order#: 2

Order Date: 03/28/2025

To: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie FL 34984

Project: 138
PSL City Hall Renovations
121 SW Port St. Lucie Blvd.
Building A
Port St. Lucie FL 34984

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached ☐

Ordered By: **Customer Order:** Specifications Attached ☐

Description of Work	Amount
Bldg. Dept. mechanical plan comments	2,381.68
Lift Rental	1,750.00
Concrete Cutting	925.00
OH&P, Insurance, Bonding- 15%	758.50

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Approved **5,815.18**

Approved Date March 28, 2025 Date _____

Contractor _____ Owner _____

Steve Hooks/ President

Complete Cooling &
Heating Services, Inc
1215 NE Savannah Road
Suite 101
Jensen Beach, Fl 34957

Proposal

Date	Proposal #
2/21/2025	MEC1344

Name / Address
Hooks Construction 2211 S. Kanner Highway Stuart, FL 34997

This Estimate is good for 30 days from issuance date. It is subject to change thereafter.

Project
PSL City Hall Renov...

Description	Qty	Rate	Total
Per Revised Drawing M2.2		0.00	0.00
Miami-Dade approved 12x12 louvers - white	2	430.83	861.66
Bucket Lift (1 month)		~~2,725.38~~	~~2,725.38~~
Concrete cutters 12.5 x 12.5 holes	~~2~~	~~675.00~~	~~1,350.00~~
6" Round Wall Caps (deduct)	2	-25.49	-50.98
Core drill 6" holes (deeduct)	2	-100.00	-200.00
OH & P 15%		~~702.90~~	~~702.90~~ 319.60
Installation Hours		0.00	0.00
Foreman	8	105.00	840.00
Journeyman	8	85.00	680.00

Phone #	Total
(772)444-3623	2450.28 ~~$6,908.96~~

ITEM #3

HOOKS CONSTRUCTION
2211 South Kanner Highway
Stuart FL 34994
772-419-8828

Change Order

Order#: 3

Order Date: 04/01/2025

To: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie FL 34984

Project: 138
PSL City Hall Renovations
121 SW Port St. Lucie Blvd.
Building A
Port St. Lucie FL 34984

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached ☐

Ordered By: **Customer Order:** Specifications Attached ☐

Description of Work	Amount
Addition of six (6) Koala Baby Changing Stations in Stainless Steel, $1,526 each	3,922.00
Insurance, Bonding- 2% [1% each]	78.44

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Approved **4,000.44**

Approved Date April 21, 2025

Contractor _____

Ian Parana/ Project Manager

Date _____

Owner _____

Jodi Peterson

From: Ian Parana
Sent: Friday, April 18, 2025 11:41 AM
To: Jodi Peterson
Subject: Fw: Baby Changing Station Change

From: Pat Basilio <pat@allspecialtysales.net>
Sent: Monday, April 7, 2025 1:02 PM
To: Ian Parana <Ian@hooksconstruction.net>
Cc: Steve Hooks <Steve@hooksconstruction.net>
Subject: RE: Baby Changing Station Change

Hi Ian: Your price for 6 Model KB300-01SS baby changers is $3922.00 DELIVERED ONLY, TAX INCLUDED. Also, the architect mentioned something regarding installation of the baby changers. Please note that all we need is wood blocking to install these securely. Thank You,

Pat Basilio
All Specialty Sales, Inc.
P.O. Box 24735
Ft. Lauderdale, Fl. 33307
pat@allspecialtysales.com
954-568-9411
954-565-9388 (fax)

From: Ian Parana [mailto:Ian@hooksconstruction.net]
Sent: Monday, April 07, 2025 10:03 AM
To: pat@allspecialtysales.net
Cc: Steve Hooks
Subject: Re: Baby Changing Station Change

Good morning, have you been able to put together a price on those new spec'd changing stations? I'm hoping to get them to the Architect by the end of the day.

Thanks,

Ian Parana
Project Manager
2211 S. Kanner Hwy
Stuart, FL 34994
www.hooksconstruction.net
P 772.419.8828 ext. 305 F 772.237.3757

From: Pat Basilio <pat@allspecialtysales.net>
Sent: Friday, April 4, 2025 11:37 AM
To: Ian Parana <Ian@hooksconstruction.net>
Subject: RE: Baby Changing Station Change

We will get on it Ian.

Thank You,

Pat Basilio
All Specialty Sales, Inc.
P.O. Box 24735
Ft. Lauderdale, Fl. 33307
pat@allspecialtysales.com
954-568-9411
954-565-9388 (fax)

From: Ian Parana [mailto:Ian@hooksconstruction.net]
Sent: Friday, April 04, 2025 11:17 AM
To: Pat Basilio
Cc: Steve Hooks; Darrell McClellan
Subject: Baby Changing Station Change

Good Morning,

Our architect for PSL City hall has requested a change from the 6 Stainless Steel Koala Baby Changing Stations to the one listed above, still totaling six. Could you provide us with a price to reflect this as soon as possible so that we can provide a change order to the owner?

Thank you,

Ian Parana
Project Manager
2211 S. Kanner Hwy
Stuart, FL 34994
www.hooksconstruction.net
P 772.419.8828 ext. 305 F 772.237.3757

ITEM #4

HOOKS CONSTRUCTION
2211 South Kanner Highway
Stuart FL 34994
772-419-8828

Change Order

Order#: 4

Order Date: 04/04/2025

To: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie FL 34984

Project: 138
PSL City Hall Renovations
121 SW Port St. Lucie Blvd.
Building A
Port St. Lucie FL 34984

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached ☐

Ordered By: **Customer Order:** Specifications Attached ☐

Description of Work	Amount
Addition of 4 (K) light fixtures in the lavatories, change cost	1,282.05
Insurance, Bonding- 2% [1% each]	25.64

Notes $2,243.59/ 7= $320.51 each, x 4= $1,282.05

Negative changes will lower the overall contract price requiring no additional payment by owner.

Approved **1,307.69**

Approved Date April 4, 2025

Contractor _____

Ian Parana/ Project Manager

Date _____

Owner _____

CHANGE ORDER FORM

CAP701

Change Order Number:	Change Order Date:
1	4/01/2025

Architect's Project Number:

Contract for: Contract Date: **12/27/2025**

To:
Hooks Construction Inc.
2211 S Kanner Hwy
Stuart, Fl 34994

From:
Snowden Electric Inc.
1210 Gateway Rd
Suite #3
Lake Park, Fl 33403

Our Project Code: **5646**

Project:
PSL City Hall Renovation

Original Contract Sum:	$315,000.00
Previous Change Orders:	$0.00
Contract Sum:	$315,000.00
Value of this Change Order:	$2,243.59
New Contract Sum:	$317,243.59

DISTRIBUTE TO:

☐ Owner ☐ Contractor ☐ Other
☐ Architect ☐ Field ☐ Construction Manager

The Contract Completion date will change by:

The expected completion date will be: / /

The Contract is Changed as Follows;

Furnish and installation of 7 additional type K fixtures shown on A drawings, but not on E drawings.

$2,243.59/ 7= $320.51 each, x 4= $1,282.05

Architect	Contractor	Owner
	Snowden Electric Inc. 1210 Gateway Rd Lake Park, Fl 33403	Hooks Construction Inc. 2211 S Kanner Hwy Stuart, Fl 34994
Signature	*Signature*	*Signature*
Date	*Date*	*Date*

Software by: PEM Software Systems, Inc. 1-800-803-1315 Copyright 2015 ©

HOOKS CONSTRUCTION
2211 South Kanner Highway
Stuart FL 34994
772-419-8828

Change Order

Order#: 5

Order Date: 04/04/2025

To: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie FL 34984

Project: 138
PSL City Hall Renovations
121 SW Port St. Lucie Blvd.
Building A
Port St. Lucie FL 34984

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached ☐

Ordered By: **Customer Order:** Specifications Attached ☐

Description of Work	Amount
Changing of 15 sinks to undermount in all lavatories	1,200.00
Insurance, Bonding- 2% [1% each]	24.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Approved **1,224.00**

Approved Date April 4, 2025

Contractor _____

Ian Parana/ Project Manager

Date _____

Owner _____

ITEM #5

DAVE'S PLUMBING, INC.
499 SE Seville Street
STUART, FL 34994
(772) 287-8128

TO	CHANGE ORDER NO. #1
ADDRESS PSL City Hall (Chalks)	DATE
	PHONE
JOB NAME AND LOCATION Fixture Clamps	JOB NUMBER
	DATE OF EXISTING CONTRACT

~~Total = $ 995.00~~

$1,200

Note: This revision becomes part of, and in conformance with, the existing contract.

WE AGREE hereby to make changes as specified above, at this price ➡		$	
Date _____	PREVIOUS CONTRACT AMOUNT	$	
_____ (Authorized Signature)	REVISED CONTRACT TOTAL	$	

ACCEPTED: The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in the original contract unless otherwise stipulated.

Date _____ Signature _____

LAN

LAN 4 BID0491.019.020 = 43.00 (or) to K-2882-0 = 123.00 = +80.00 (15) +1200.00

SOAP Disp ~~BID~~ NOT BID to SOAN ESD2100A = 581.00 (cm) x 15 = +8715.00

~~+9915.00~~

HOOKS CONSTRUCTION
2211 South Kanner Highway
Stuart FL 34994
772-419-8828

Change Order

Order#: 8

Order Date: 04/10/2025

To: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie FL 34984

Project: 138
PSL City Hall Renovations
121 SW Port St. Lucie Blvd.
Building A
Port St. Lucie FL 34984

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached ☐

Ordered By: **Customer Order:** Specifications Attached ☐

Description of Work	Amount
Electric Premium Time in all Restrooms	7,980.00
Insurance, bonding and OH&P	1,197.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Approved **9,177.00**

Approved Date April 10, 2025

Contractor _____ Owner _____ Date _____

Ian Parana/ Project Manager

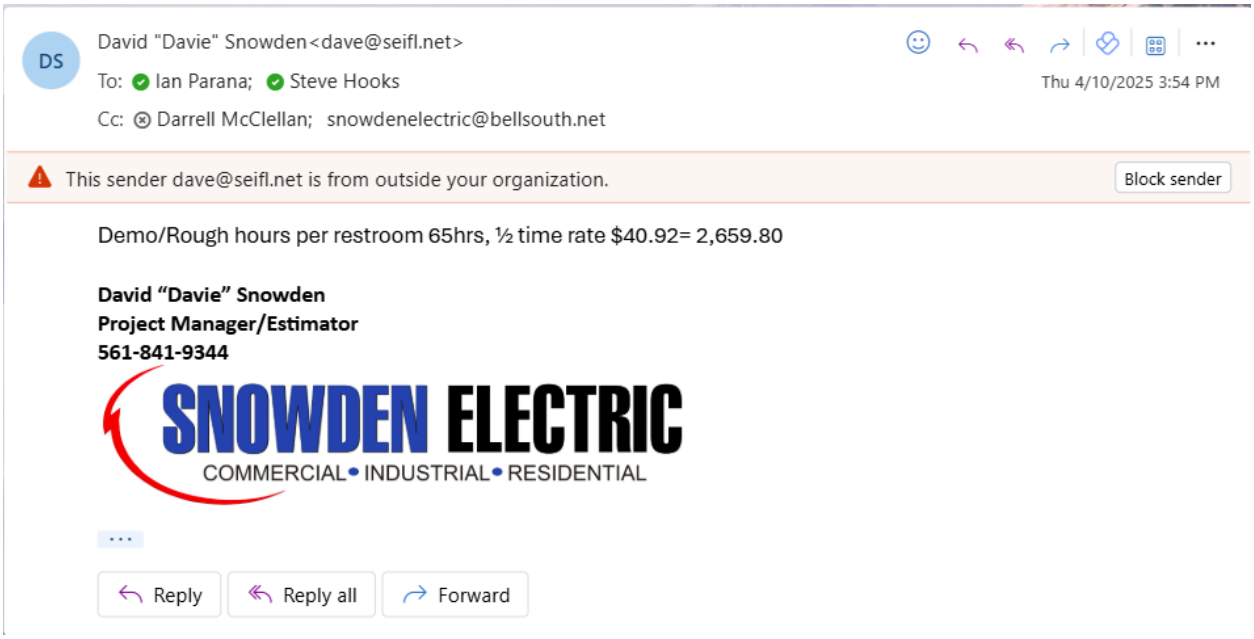
For the rough it would be $2,660.00 and would be the same per floor.

David "Davie" Snowden

Project Manager/Estimator

561-841-9344

SNOWDEN ELECTRIC
COMMERCIAL • INDUSTRIAL • RESIDENTIAL



HOOKS CONSTRUCTION
2211 South Kanner Highway
Stuart FL 34994
772-419-8828

Change Order

Order#: 9

Order Date: 04/17/2025

To: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie FL 34984

Project: 138
PSL City Hall Renovations
121 SW Port St. Lucie Blvd.
Building A
Port St. Lucie FL 34984

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached ☐

Ordered By: **Customer Order:** Specifications Attached ☐

Description of Work	Amount
Movement of 2 VAV's & addition of 10" fire damper	1,759.50
Insurance, bonding and OH&P- 15%	263.93

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Approved **2,023.43**

Approved Date April 17, 2025

Contractor _____

Ian Parana/ Project Manager

Date _____

Owner _____

Complete Cooling &
Heating Services, Inc
1215 NE Savannah Road
Suite 101
Jensen Beach, Fl 34957

Proposal

Date	Proposal #
4/15/2025	MEC1406

Name / Address
Hooks Construction 2211 S. Kanner Highway Stuart, FL 34997

This Estimate is good for 30 days from issuance date. It is subject to change thereafter.

Project
PSL City Hall Renov...

Description	Qty	Rate	Total
Remove two (2) VAV's and relocate to outside of new firewall		900.00	900.00
10" fire damper		630.00	630.00
OH&P 15%		229.50	229.50

Phone #
(772)444-3623

Total $1,759.50

HOOKS CONSTRUCTION
2211 South Kanner Highway
Stuart FL 34994
772-419-8828

Change Order

Order#: 10

Order Date: 04/17/2025

To: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie FL 34984

Project: 138
PSL City Hall Renovations
121 SW Port St. Lucie Blvd.
Building A
Port St. Lucie FL 34984

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached ☐

Ordered By: **Customer Order:**

Specifications Attached ☐

Description of Work	Amount
Installation only of 1 crash worthy bollard at front entrance	796.00
Insurance, bonding and OH&P- 15%	119.40

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Approved **915.40**

Approved Date April 24, 2025

Contractor _____

Ian Parana/ Project Manager

Date _____

Owner _____

RJ

Roger Jacob<Roger.Jacob@cityofpsl.com>

To: Steve Hooks; Ian Parana; Darrell McClellan

Mon 4/14/2025 10:08 AM

Cc: Teresa Lamar-Sarno <tsarno@cityofpsl.com>; Caroline Sturgis <csturgis@cityofpsl.com>; Curtis Boxill <CBoxill@cityofpsl.com>; **+4 others**

High importance Flagged

This sender Roger.Jacob@cityofpsl.com is from outside your organization. Block sender

Proposed Crashworthy Bollar...
2 MB

Team Hooks,

Please provide a Lump Sum quote to install the attached crashworthy bollard per last weeks Progress Meeting in front of City Hall during the concrete sidewalk work.

The City Facilities Maintenance Department has one bollard purchased for this installation and is stored at their yard.

Thank you,

Roger Jacob
Construction Projects Director
Mobile: 772-281-9252

City of Port St. Lucie | *Heart of the Treasure Coast*
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

MS

Mark Stutler<Marks@benchmark3.com>

To: Ian Parana

Wed 4/16/2025 3:04 PM

Cc: Steve Hooks

This sender Marks@benchmark3.com is from outside your organization. Block sender

Ian,

One more question, I assume this will be done when we are doing the front entry work.
So plug me in for $796 and I'll follow up with a CPR tomorrow.
But that includes everything required to set the bollard furnished by owner.

Thanks,

Mark Stutler
Estimator
Benchmark III
2696 SE Market Place
Stuart, FL 34997
Phone: 772-320-0206
Fax: 772-320-0209
email: marks@benchmark3.com

...

HOOKS CONSTRUCTION
2211 South Kanner Highway
Stuart FL 34994
772-419-8828

Change Order

Order#: 11

Order Date: 04/28/2025

To: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie FL 34984

Project: 138
PSL City Hall Renovations
121 SW Port St. Lucie Blvd.
Building A
Port St. Lucie FL 34984

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached ☐

Ordered By: **Customer Order:** Specifications Attached ☐

Description of Work	Amount
Float 3rd Floor Mens & Womens RR	1,777.00
OH&P, Insurance and Bonding- 15%	266.55

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Approved **2,043.55**

Approved Date April 28, 2025

Contractor _____

Ian Parana/ Project Manager

Date _____

Owner _____

Hassell Free Tile & Windows, Inc.

4407 SW Martin Hwy
Palm City, FL 34990
(772) 219-4521
info@hassellfree.com
www.hassellfree.com/local

Estimate

ADDRESS	SHIP TO		
Hooks Construction 2211 S. Kanner Highway Stuart, Fl. 34994 US	Job Site: PSL City Hall 121 Port St Lucie Blvd. Bldg. A Port St Lucie Fl. 34984	ESTIMATE DATE	26961 04/22/2025

DESCRIPTION	QTY	RATE	AMOUNT
**CHANGE ORDER TO FLOAT THIRD FLOOR MENS RR And Woman's			
** P51 ARDEX PRIMER 1 GALLON	1	100.00	100.00T
Mud - Ardex Self Level C-1200 50lb Bag	20	50.00	1,000.00T
Labor to float unlevel floors	20	30.00	600.00

SUBTOTAL	1,700.00
TAX	77.00
TOTAL	**$1,777.00**

Contact Hassell Free Tile & Windows, Inc. to pay.
We cannot guarantee any modifications once the order is placed. Additional charges my apply for shipping on small quantity orders if additions are needed. Select materials can only be returned within 15 days of invoice date. There will be a 25% restocking fee.

No returns on special orders.

3% Credit Card Processing Fee Additional

Accepted By

Accepted Date

Ian,

I agree with the unit prices provided. Please provide actual quantities by location for review.

Thank you,
Roger Jacob
Construction Projects Director
City of Port St. Lucie
772-281-9252

From: Ian Parana <Ian@hooksconstruction.net>
Sent: Tuesday, April 22, 2025 12:59:41 PM
To: Roger Jacob <Roger.Jacob@cityofpsl.com>; chris@cpzarchitects.com <chris@cpzarchitects.com>; Toni@cpzarchitects.com <Toni@cpzarchitects.com>
Cc: Darrell McClellan <dclell@hooksconstruction.net>; Steve Hooks <Steve@hooksconstruction.net>
Subject: Re: CO #1 PSLCH

Hi all,

For the sake of timeliness, this one is a bit hard to put into a PCO in it's current state.

The pricing would be along these lines, so that we can see how much we use in each area.

1 bag of self leveling cement - 50$
1 ~ 1 man hour per bag @ 30$
1 gallon of Ardex Primer per 20 Bags @ 100$

They have estimated 20 bags for the men's RR upstairs, at most.
Do we have a blessing to move forward with doing the Men's RR tonight, and evaluate continuing in this fashion moving forward?

HOOKS CONSTRUCTION
2211 South Kanner Highway
Stuart FL 34994
772-419-8828

Change Order

Order#: 7

Order Date: 04/04/2025

To: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie FL 34984

Project: 138
PSL City Hall Renovations
121 SW Port St. Lucie Blvd.
Building A
Port St. Lucie FL 34984

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached ☐

Ordered By: **Customer Order:** Specifications Attached ☐

Description of Work	Amount
Addition of two (2) Awning systems - 1 front and 1 rear	46,706.00
Demo of existing awning	2,500.00
Permitting	500.00
Insurance, bonding and OH&P- 15%	7,455.90

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Approved **57,161.90**

Approved Date April 4, 2025

Contractor _____

Ian Parana/ Project Manager

Date _____

Owner _____

SUNSTATE AWNING
Architectural Metal & Canvas Solutions

PROPOSAL PRESENTED TO:
HOOKS CONSTRUCTION

RE: PORT ST LUCIE CITY HALL

ATTN: STEVE HOOKS
EMAIL: STEVE@HOOKSCONSTRUCTION.NET

FABRIC AWNINGs W/ LEGS

1	@	62'-6"	WIDE	X	8'-0"	PROJECTION	X	2'-3"	DROP
1	@	17'-3"	WIDE	X	8'-0"	PROJECTION	X	2'-3"	DROP

PRICE $ 43,902.00

INCLUDES:	DOES NOT INCLUDE:
12 MONTH WORKMANSHIP WARRANTY	BUILDING PERMIT
WELDED ALUMINUM FRAME CONSTRUCTION	BLOCKING
MATERIAL TO BE: **FABRIC**	ELECTRICAL/LIGHTING
POWEDER COAT FRAME FINISH	CONCRETE FOOTERS
INSTALLATION	
ALL APPLICABLE TAXES	
ENGINEERED DRAWINGS	

THANK YOU FOR THE OPPORTUNITY!
PROPOSAL BY: NICK HANLEY
NOTE: THE PRICE IS GOOD FOR 30 DAYS FROM THE DATE OF THE PROPOSAL: 3/4/2025
50 KEYES COURT SANFORD, FL 32773
TEL: 407-330-1044 FAX: 407-330-1477

ITEM #10

MN

Mark Nelen <mark@sunstateawning.com>

To: Ian Parana; Nick Hanley <nick@sunstateawning.com>

Cc: Steve Hooks; Stuart Glass <chris@impactglassexperts.com>

Wed 4/2/2025 9:17 AM

This sender mark@sunstateawning.com is from outside your organization. Block sender

Ian,

Price is $2804.00 to add trusses at three window areas.

Thx

Mark Nelen
Sunstate Awning & Grph Design, Inc.
50 Keyes Court
Sanford, Fl 32773

SUNSTATE AWNING
Architectural Metal & Canvas Solutions

Office: 407-330-1044
Fax: 407-330-1477
Cell: 321-377-4635

...

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5484776 05/27/2025 02:17:16 PM
OR BOOK 5317 PAGE 1483 - 1484 Doc Type: MS
RECORDING: $18.50

RECD PROCUREMENT DEP
'25 MAY 27 PM3:03

Bond No: S-337173

INCREASE RIDER

Rider to be attached to and form a part of Payment & Performance Bond Number S-337173, dated the 18th day of October, 2024 issued by NGM Insurance Company a corporation organized and existing under the laws of the State of FL, (hereinafter called the "Surety"), on behalf of Hooks Construction Company, LLC (hereinafter called the "Principal"), in favor of City of Port St. Lucie (hereinafter called the "Obligee").

It is understood and agreed that the penal sum of the attached bond is hereby INCREASED as follows:

From:	$2,427,221.28	Two Million Four Hundred Twenty Seven Thousand Two Hundred Twenty One Dollars and 28/100
To:	$2,540,588.62	Two Million Five Hundred Forty Thousand Five Hundred Eighty Eight Dollars and 62/100

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 16th day of May, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Hooks Construction Company, LLC
(Principal) (Seal)

2211 S. Kanner Highway, Stuart, FL 34994
(Business Address)

Witness:
Or Secretary's Attest

By
(Signature) President
(Title)

NGM Insurance Company
(Surety) (Seal)

4601 Touchton Road East, Suite 3400 , Jacksonville, FL 32246
(Business Address)

Witness:
Alicia Angelillo Or Secretary's Attest

By
(Signature) Kevin Wojtowicz (Title)
Attorney-in-Fact

Surety Phone No. 904-380-7282

MAIN STREET AMERICA INSURANCE | Trusted Choice

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint Jessica Reno, Kevin Wojtowicz, Laura D Mosholder, Stephanie McCarthy

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed** Twenty Million Dollars ($20,000,000)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 9th day of October, 2024.

NGM INSURANCE COMPANY By: L. K. P.

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

Lauren K. Powell
Vice President, Corporate Secretary

State of Wisconsin,
County of Dane.

On this 9th day of October, 2024, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 9th day of October, 2024.

Mary J. Ripp

My Commission Expires May 21, 2027

MARY J. RIPP NOTARY PUBLIC STATE OF WISCONSIN

I, Nathan Hoyt, Assistant Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 16th day of May, 2025.

Nathan Hoyt Assistant Vice President

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

MEMORANDUM

DATE: December 23, 2024

TO: ****ORIGINAL****
CITY CLERK

FROM: India Barr
Procurement Management Department

SUBJECT: Record Retention – Contract

CONTRACT: 20240115
CONTRACT TITLE: City Hall Lobby, Restroom, Storefront and Additional

VENDOR NAME: Hooks Construction Company, LLC.
VENDOR ADDRESS: 2211 South Kanner Highway
CITY & STATE: Stuart, Florida 34994

Council Approval : November 12, 2024

7.d- City Hall Lobby ,Restrooms ,Storfronts and Additional Parking

Current Contract Term: February 1, 2025 through February 1, 2026

Please see the attached for (1) original contract for your records

Contract Amount : $2,427,221.28

CITY OF PORT ST. LUCIE
CONTRACT #20240115
City Hall Lobby , Restrooms, Storefronts and Additional Parking

This CONTRACT executed this 23 day of December, 2024, 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," and **Hooks Construction Company, LLC , 2211 South Kanner Highway , Stuart Florida ,34994 772-419-8828**, hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

SECTION I
RECITALS

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

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor for ***City Hall Lobby, Restrooms, Store Fronts and Additional Parking Project*** " The Policies shall be specifically based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing, and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

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.

Contractor: Steve Hooks
Hooks Construction Company , LLC
2211 South Kanner Highway
Stuart , Florida 34994
Phone : 772-419-8828
Email:steve@hooksconstruction.net

City Contract Administrator: India Barr , Procurement Contracting Officer, I
Procurement Manager - Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Phone: 772-344-4055
E-mail: ibarr@cityofpsl.com

City Project Manager: Roger Jacobs , Director
Facilities Maintenance Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Telephone : 772-344-4220
Email: roger.jacobs@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20240115 City Hall Lobby, Restrooms, Store Fronts and Added Parking Project , including all Attachments, Addenda, Construction Plans and all other restrictions and requirements are incorporated by this reference.

This project is located at 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984

The purpose of this narrative is to secure a qualified, licensed general contractor to complete the project construction as specified herein and in accordance with the contract drawings. This project involves an interior renovation of a portion of the Port St. Lucie City Hall located at 121 SW Port St Lucie Boulevard, Building A, Port St Lucie, Florida, 34984. The services will include providing adequate and appropriate labor, machinery, materials, supplies, equipment, tools, supervision, insurance, permits, and incidentals.

The project consists of demolishing and renovating the restrooms, one on each of the three levels, and expanding and renovating the existing public lobby areas on the first level of the City Hall. Exterior improvements to the City Hall complex parking include additional parking areas and drainage enhancements. Work components include demolition, concrete, concrete reinforcement, electrical, lighting, HVAC, and plumbing work as follows:

Restrooms
The restroom renovation includes the women's restroom, vestibule, and men's restroom on each level of the City Hall. The scope of work includes:

- Demolition of all wall finishes and sheeting down to existing studs, all floor finishes down to base concrete, hard ceilings and framing, lighting, and mechanical elements as shown in the contract documents.

- Renovation includes retiling the floors and walls, installing new hard ceilings, replacing all fixtures and equipment, connecting new plumbing and electrical lines to existing systems or installing new ones as needed, and upgrading lighting and partitions.

Lobby

Renovation of the main public lobby areas will enhance accessibility and security features, including expanding the main access. The scope of work includes:

- Demolition of all walls finishes and sheeting down to existing studs up to 1'-0" from floor level, all floor finishes down to base concrete, hard and ACT ceilings and framing, lighting, and mechanical elements as shown in the contract documents.
- Renovation includes expanding by enclosing exterior porch areas with new slabs, Installing new 2-story Impact Resistant store front system, and additional mechanical equipment to supply the increased load, retiling the floors, installing new hard and ACT ceilings, replacing all fixtures and equipment, connecting new plumbing and electrical lines to existing systems or installing new ones as needed, upgrading lighting, installing new interior partition walls, repainting wall areas, and installing sound panels at the main entrance.

City Hall Complex Parking

- Expansion includes upgrading the conditions and drainage of existing exterior parking, adding new paving, grading, and drainage for new parking areas.

The contractor shall furnish, provide, and pay for all supervision, labor, materials, tools, machinery, equipment, supplies, manufactured articles, transportation, disposal, insurance, permits, licenses, incidentals, and services as applicable. This includes power, water, essential communications, general field requirements, and other costs and expenses, both direct and indirect, necessary for the renovations to the PSL City Hall.

The work to be performed under this contract shall consist of furnishing and installing all tools, equipment, materials, supplies, manufactured articles, transportation, and services necessary for the performance of all labor and work required for the fulfillment of the contract in strict conformance with the contract documents. The work shall be complete, and all work, materials, and services not expressly shown or called for in the contract documents that may be necessary for the complete and proper construction of the work shall be performed, furnished, and installed by the contractor as though originally specified or shown, at no additional cost to the Town.

SECTION IV
TIME OF PERFORMANCE

The Contract Period start date will be **February 1, 2025** and will terminate three hundred sixty five (365) calendar days thereafter on **February 1, 2026**. 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 V
RENEWAL OPTION

This section will not be utilized in this Contract.

SECTION VI
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 **$2,427,221.28**. Payments will be disbursed in the following manner.

Description of Work	Exterior Parking Improvements	1st Floor Common Areas	1st Floor Restroom	2nd Floor Restroom	3rd Floor Restroom
Division 01 - General Conditions	$20,074.00	$165,196.00	$32,523.00	$32,435.00	$32,245.00
Division 02 - Existing Conditions DEMO	$0.00	$55,000.00	$4,500.00	$4,950.00	$4,950.00
Division 03 - Concrete	$63,712.00	$28,459.00	$0.00	$0.00	$0.00
Division 04 - Masonry	$0.00	$0.00	$0.00	$0.00	$0.00
Division 05 - Meta1s	$5,000.00	$11,700.00	$0.00	$0.00	$0.00
Division 06 - Wood, Plastics & Composites	$0.00	$35,488.00	$9,920.00	$9,567.00	$10,342.00
Division 07 - Thermal & Moisture Protection	$0.00	$0.00	$0.00	$0.00	$0.00
Divirion 08 - Openings	$0.00	$327,932.00	$2,619.00	$2,619.00	$2,619.00
Division 09 - Finishes	$0.00	$243,072.00	$42,735.00	$40,210.00	$38,365.00
Division 10 - Specialties	$0.00	$14,162.00	$21,385.00	$21,385.00	$21,385.00
Division 11 - Equipment	$0.00	$0.00	$0.00	$0.00	$0.00
Division 12 - Furnishings	$0.00	$0.00	$0.00	$0.00	$0.00
Division 13 - Special Construction	$0.00	$0.00	$0.00	$0.00	$0.00
Division 21 - Fire Suppression	$0.00	$35,050.00	$400.00	$400.00	$400.00
Division 22 - P1umbing	$0.00	$5,466.00	$27,120.00	$22,040.00	$23,076.00
Division 23 - HVAC	$0.00	$72,000.00	$6,800.00	$6,600.00	$6,600.00
Division 26 - Electrical	$0.00	$274,730.00	$17,000.00	$17,000.00	$17,000.00
Division 27 - Communications	$0.00	$9,195.28	$0.00	$0.00	$0.00

Division 28 - Electronic Safety and Security	$0.00	$5,000.00	$0.00	$0.00	$0.00
Division 31 - Earthwork	$103,562.00	$0.00	$0.00	$0.00	$0.00
Division 32 - Exterior Improvements	$213,377.00	$0.00	$0.00	$0.00	$0.00
Division 33 - Utilities	$16,956.00	$0.00	$0.00	$0.00	$0.00
Miscellaneous BOND	$5,159.00	$16,779.00	$2,186.00	$2,078.00	$2,078.00
Fee	$29,574.00	$96,189.00	$12,530.00	$11,915.00	$11,912.00
Permit Fees	$0.00	$31,500.00	$7,000.00	$7,000.00	$7,000.00
TOTAL	$457,414.00	$1,426,918.28	$186,718.00	$178,199.00	$177,972.00

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 – Within twenty (20) business days, the City shall pay the Contractor, the sum of money due each Progress Payment that is properly allocated to labor, materials and equipment incorporated in the work for the period covered in the application for progress payment. Retainage will be held at 5% from each progress payment.

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 within twenty (20) business days. Such final payment of 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. In lieu of Final Release, the Contract may submit a Consent of Surety along with the Final Invoice. All manufacturer's warranty documents must be provided in the format requested by the City prior to final payment.

Invoices for services shall be submitted once per month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days, unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business 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 as described above, and is approved by the Project Manager as required under Section XVIII 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, detail of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens.

All invoices are to be sent to the Project Manager.

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

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

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

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. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent 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 determined by mutual agreement of the parties before starting the work involved in the change. 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 Manager shall be final and conclusive.

SECTION VIII
CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Solicitation and 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 IX
INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract. To that extent, Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION X
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION XI
INSURANCE

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 and 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 sovereign 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 and/or 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.

1. Workers' Compensation Insurance & Employer's Liability: 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 shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

2. Commercial General Liability Insurance: The Contractor shall agree to maintain 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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) 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. Coverage shall apply on a primary and non-contributory basis. 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. 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.

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 shall be included as additional insured and shall include *Contract # 20240115 " City Hall Lobby, Restrooms, Store Fronts and Added Parking* "** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. 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.

4. Business Automobile Liability Insurance: 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 non-contributory basis.

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

6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City of Port St. Lucie reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of Contract. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured, without the language, "when required by written contract." If Contractor, any independent contractor, and/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 may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not 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.

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 authorize 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 for 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.

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

SECTION XII
ACTS OF GOD

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

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, 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 XIII
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 XIV
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. Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The

Contractor and any 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 Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, 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 sections 775.082 and 775.083, Florida Statutes.

RECORDS

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
2. During the term of the Contract, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

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

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

Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor

transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

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

TRADE SECRETS

Any material submitted to the City that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, the Contractor shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City of records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Contractor. Contractor shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

SECTION XV
SCRUTINIZED COMPANIES

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XVI
CONTRACT ADMINISTRATION

Amendments. The City and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

Fiscal Year- All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Joint Venture. Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Notice(s). Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Fed-EX, UPS, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the contract. Each such notice shall be deemed to have been provided:

I. Within one (1) day in the case of overnight hand delivery, courier or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,
II. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Performance by Industry Standards. The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry.

This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

Permits, Licenses, and Certifications. The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's Contract, and return it with the signed Contract and insurance documents.

Use of Name or Intellectual Property. Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the City.

Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

SECTION XVII
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 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 are 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/herself 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 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 may agree to allow other public agencies the same items at the same terms and conditions as this Contract, during the period of time that this Contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies – If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject 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 any subcontractors of the Contractor.

Labor and Equipment – The Contractor shall utilize experienced personnel 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.

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, bitumen's, 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 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 structure, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. The Contractor shall provide workmen that shall make do and proper effort to execute the work in the manner prescribed in the Contract Documents.

Conflict of Interest – 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 sole 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 341984-5099 (772) 871-5175

SECTION XVIII
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 materials have been delivered and required work performed in accordance with the 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 VI. If, upon 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. All such costs incurred/charged by the City, in the City's option, may 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. 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 monies 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 XIX
LICENSING

Contractor warrants that he possesses all licenses and certifications 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 Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury, or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets – The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40 CFR 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals/compounds/mixtures used in the execution of the Contract.

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

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

SECTION XXI
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. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty.

SECTION XXII
TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
VII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect, or incomplete.

Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

I. Immediately terminate the Contract without additional written notice(s); and/or
II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may 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.

Termination for Convenience. The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least sixty (60) days' prior written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.

Termination for Non-Appropriation. The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded Contract, the City will have the right to terminate the Contract, without penalty, on the last day of the fiscal period for which funds were legally available.

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 thousand ($1,000.00) 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 total amount thereof.

SECTION XXIII
LAW, VENUE, AND WAIVER OF JURY TRIAL

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, arising out of this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

The parties to this Contract hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXIV
APPROPRIATION APPROVAL

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

SECTION XXV
CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor 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 Contractor 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 Contractor shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXVI
PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXVII
ATTORNEY'S FEES

Each party is responsible for its own attorney's fees for any action arising from or related to this Contract. Each party expressly waives any right to seek attorney's fees from the other party, regardless of the source of such right.

SECTION XXVIII
CODE OF ETHICS

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXIX
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXX
SEVERABILITY

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

SECTION XXXI
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating

or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

SECTION XXXII
FORCE MAJEURE

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXIII
CONSTRUCTION

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XXXIV
E-VERIFY

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontractor with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of the contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such a cause of action must be filed in accordance with the Venue provision otherwise provided herein.

SECTION XXXV
NON-EXCLUSIVITY

Contractor acknowledges and agrees that this Contract is non-exclusive.

SECTION XXXVI
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor,

supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION XXXVII
COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

SECTION XXXVIII
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

(Balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: Caroline Sturgis
Purchasing Agent

HOOKS CONSTRUCTION COMPANY, LLC

By: _____
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF Martin)

The foregoing instrument was acknowledged before me by [✓] physical presence or [ ] online notarization, this 22 day of October, 2024, by Steve Hooks who is [✓] personally known to me, or who has [ ] produced the following identification:

_____.

ADELINA HERRERA
Notary Public - State of Florida
Commission # HH 239366
My Comm. Expires Jul 8, 2026

NOTARY SEAL STAMP

_____
Signature of Notary Public

Adelina Herrera
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires:

HOOKCON-02 DMCDANIEL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/18/2024

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

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

PRODUCER
Acrisure Southeast Partners Insurance Services, LLC
1317 Citizens Blvd
Leesburg, FL 34748

CONTACT NAME: Deborah Weigel
PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No):
E-MAIL ADDRESS: dweigel@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Continental Insurance Company	35289
INSURER B : Midvale Indemnity Company	27138
INSURER C : North River Insurance Company	21105
INSURER D : Insurance Company of the West	27847
INSURER E : Lloyd's	
INSURER F :	

INSURED
Hooks Construction Co. Llc
2211 S. Kanner Hwy
Stuart, FL 34994

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6057507963	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			CA00026613	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			582-123628-8	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		WFL 5066235 02	7/1/2024	7/1/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Pollution Liability			ENP0002499-07	7/1/2024	7/1/2025	Each Occurrence	1,000,000
E	Professional Liab			ENP0002499-07	7/1/2024	7/1/2025	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract #20240115 - Renovations to City Hall Lobby, Restrooms, Storefronts and Added Parking Project
City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents are included as additional insureds, on a primary & non-contributory basis, under the terms & conditions of the attached forms & with respects to the GL, Automobile Liability & Umbrella Liability / Excess Liability Policies with respects to work performed by the named insured, when such requirements are required by written contract. Waiver of Subrogation is included as part of the GL, Automobile, Workers Compensation & Umbrella Liability / Excess Liability Policies & apply when required by written contract, provided the contract is executed prior to any loss. All supporting endorsements & forms attached, if any, comprise the Certificate of Liability Insurance in its entirety. Please review these endorsements & forms as certain coverage provided by them may only apply when a written contract or agreement between the parties requires such coverage be provided.

CERTIFICATE HOLDER

City of Port St. Lucie c/o Paladin Risk Management
Attn: Leyla Assad
275 E. Hillcrest Dr. Suite #215
Thousand Oaks, CA 91360

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5402470 10/29/2024 04:23:25 PM
OR BOOK 5226 PAGE 463 - 467 Doc Type: BOND
RECORDING: $44.00

Bond No. S-337173

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Hooks Construction Company, LLC
2211 S. Kanner Highway
Stuart, FL 34994

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

NGM Insurance Company
4601 Touchton Road East, Suite 3400
Jacksonville, FL 32246
Mailing Address for Notices

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

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

OWNER:
(Name, legal status and address)

City of Port St. Lucie
121 SW Port St. Lucie Blvd
Port Saint Lucie, FL 34984

CONSTRUCTION CONTRACT
Date:

Amount: $2,427,221.28 Two Million Four Hundred Twenty Seven Thousand Two Hundred Twenty One Dollars and 28/100

Description:
(Name and location)
20240115 - City Hall Lobby, Restrooms, Store Fronts and Additional Parking Project

BOND
Date: October 18, 2024
(Not earlier than Construction Contract Date)

Amount: $2,427,221.28 Two Million Four Hundred Twenty Seven Thousand Two Hundred Twenty One Dollars and 28/100

Modifications to this Bond: ☐ None ☒ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Hooks Construction Company, LLC

Signature: _____

Name and Title:

SURETY
Company: *(Corporate Seal)*

NGM Insurance Company

Signature: _____

Name and Title: Kevin Wojtowicz
Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Acrisure
220 Congress Park Drive, Suite 100
Delray Beach, FL 33445
561.454.8210

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

S-2149/AS 8/10

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Stephanie McCarthy, Jessica Reno, Daniel Oaks, Laura D. Mosholder, Kevin Wojtowicz**----------

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Ten Million Dollars ($10,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: Kimberly K. Law

Kimberly K. Law
Senior Vice President,
General Counsel and Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton

Notary Public State of Florida
Lisa K Penton
My Commission GG 926597
Expires 12/17/2023

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this _____day of _____, 2024_____.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

Electronically Certified Official Record

DOCUMENT INFORMATION

Agency Name:	Clerk of the Circuit Court, St. Lucie County, Florida
Clerk of the Circuit Court:	The Honorable Michelle R. Miller
Date Issued:	10/29/2024 4:23:58 PM
Unique Reference Number:	BAA-CACBADAIBHDFAG-BCBBB-FEACEHA-EAGGJC-J
Instrument Number:	5402470
Requesting Party Code:	20210308173506
Requesting Party Reference:	Marshallc@stlucieclerk.com

CERTIFICATION

Pursuant to Sections 90.955(1) and 90.902(1), Florida Statutes, and Federal Rules of Evidence 901(a), 901(b)(7), and 902(1), the attached document is electronically certified by The Honorable Michelle R. Miller, St. Lucie County Clerk of the Circuit Court, to be a true and correct copy of an official record or document authorized by law to be recorded or filed and actually recorded or filed in the office of the St. Lucie Clerk of the Circuit Court. The document may have redactions as required by law.

HOW TO VERIFY THIS DOCUMENT

This document contains a Unique Reference Number for identification purposes and a tamper-evident seal to indicate if the document has been tampered with. To view the tamper-evident seal and verify the certifier's digital signature, open this document with Adobe Reader software. You can also verify this document by scanning the QR code or visiting https://Verify.Clerkecertify.com/VerifyImage .

**The web address shown above contains an embedded link to the verification page for this particular document.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5402470 OR BOOK 5226 PAGE 463, Recorded 10/29/2024 04:23:25 PM

Unique Code : BAA-CACBADAIBHDFAG-BCBBB-FEACEHA-EAGGJC-J Page 1 of 5

Bond No. S-337173

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Hooks Construction Company, LLC
2211 S. Kanner Highway
Stuart, FL 34994

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

NGM Insurance Company
4601 Touchton Road East, Suite 3400
Jacksonville, FL 32246
Mailing Address for Notices

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

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

OWNER:
(Name, legal status and address)

City of Port St. Lucie
121 SW Port St. Lucie Blvd
Port Saint Lucie, FL 34984

CONSTRUCTION CONTRACT
Date:

Amount: $2,427,221.28 Two Million Four Hundred Twenty Seven Thousand Two Hundred Twenty One Dollars and 28/100

Description:
(Name and location)
20240115 - City Hall Lobby, Restrooms, Store Fronts and Additional Parking Project

BOND
Date: October 18, 2024
(Not earlier than Construction Contract Date)

Amount: $2,427,221.28 Two Million Four Hundred Twenty Seven Thousand Two Hundred Twenty One Dollars and 28/100

Modifications to this Bond: ☐ None ☒ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Hooks Construction Company, LLC

Signature:

Name and Title:

SURETY
Company: *(Corporate Seal)*

NGM Insurance Company

Signature:

Name and Title: Kevin Wojtowicz
Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Acrisure
220 Congress Park Drive, Suite 100
Delray Beach, FL 33445
561.454.8210

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

S-2149/AS 8/10

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF AN OFFICIAL RECORD OR DOCUMENT AUTHORIZED BY LAW TO BE RECORDED OR FILED AND ACTUALLY RECORDED OR FILED IN THE OFFICE OF THE ST. LUCIE COUNTY CLERK OF THE CIRCUIT COURT.
THIS DOCUMENT MAY HAVE REDACTIONS AS REQUIRED BY LAW.
VISIT HTTPS://STLUCIECLERK.COM/SERVICES/E-CERTIFY-OFFICIAL-RECORDS TO VALIDATE THIS DOCUMENT.

Digitally signed by Michelle R Miller
Date: 2024.10.29 16:24:00 -04:00
Reason: Electronically Certified Copy

Unique Code : BAA-CACBADAIBHDFAG-BCBBB-FEACEHA-EAGGJC-J Page 2 of 5

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Unique Code : BAA-CACBADAIBHDFAG-BCBBB-FEACEHA-EAGGJC-J Page 3 of 5

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Unique Code : BAA-CACBADAIBHDFAG-BCBBB-FEACEHA-EAGGJC-J Page 4 of 5

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

S-2149/AS 8/10

Unique Code : BAA-CACBADAIBHDFAG-BCBBB-FEACEHA-EAGGJC-J Page 5 of 5

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Stephanie McCarthy, Jessica Reno, Daniel Oaks, Laura D. Mosholder, Kevin Wojtowicz**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Ten Million Dollars ($10,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: Kimberly K. Law

Kimberly K. Law
Senior Vice President,
General Counsel and Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K Penton

Notary Public State of Florida
Lisa K Penton
My Commission GG 928197
Expires 12/17/2023

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this _____day of _____, 2024.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5402477 10/29/2024 04:27:55 PM
OR BOOK 5226 PAGE 479 - 482 Doc Type: BOND
RECORDING: $35.50

Bond No. S-337173

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Hooks Construction Company, LLC
2211 S. Kanner Highway
Stuart, FL 34994

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

NGM Insurance Company
4601 Touchton Road East, Suite 3400
Jacksonville, FL 32246
Mailing Address for Notices

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

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

OWNER:
(Name, legal status and address)

City of Port St. Lucie
121 SW Port St. Lucie Blvd
Port Saint Lucie, FL 34984

CONSTRUCTION CONTRACT
Date:

Amount: $ 2,427,221.28 Two Million Four Hundred Twenty Seven Thousand Two Hundred Twenty One Dollars and 28/100

Description:
(Name and location)
20240115 - City Hall Lobby, Restrooms, Store Fronts and Additional Parking Project

BOND
Date: October 18, 2024
(Not earlier than Construction Contract Date)

Amount: $ 2,427,221.28 Two Million Four Hundred Twenty Seven Thousand Two Hundred Twenty One Dollars and 28/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Hooks Construction Company, LLC

Signature: _____

Name and Title:

SURETY
Company: *(Corporate Seal)*
NGM Insurance Company

Signature: _____

Name and Title: Kevin Wojtowicz
Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Acrisure
220 Congress Park Drive, Suite 100
Delray Beach, FL 33445
561.454.8210

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

S-1852/AS 8/10

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

S-1852/AS 8/10

Electronically Certified Official Record

DOCUMENT INFORMATION

Agency Name:	Clerk of the Circuit Court, St. Lucie County, Florida
Clerk of the Circuit Court:	The Honorable Michelle R. Miller
Date Issued:	10/29/2024 4:28:35 PM
Unique Reference Number:	BAA-CACBADAIBHDFAG-BCBBB-FEACEHH-EAGGJE-A
Instrument Number:	5402477
Requesting Party Code:	20210308173506
Requesting Party Reference:	Marshallc@stlucieclerk.com

CERTIFICATION

Pursuant to Sections 90.955(1) and 90.902(1), Florida Statutes, and Federal Rules of Evidence 901(a), 901(b)(7), and 902(1), the attached document is electronically certified by The Honorable Michelle R. Miller, St. Lucie County Clerk of the Circuit Court, to be a true and correct copy of an official record or document authorized by law to be recorded or filed and actually recorded or filed in the office of the St. Lucie Clerk of the Circuit Court. The document may have redactions as required by law.

HOW TO VERIFY THIS DOCUMENT

This document contains a Unique Reference Number for identification purposes and a tamper-evident seal to indicate if the document has been tampered with. To view the tamper-evident seal and verify the certifier's digital signature, open this document with Adobe Reader software. You can also verify this document by scanning the QR code or visiting https://Verify.Clerkecertify.com/VerifyImage .

**The web address shown above contains an embedded link to the verification page for this particular document.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5402477 OR BOOK 5226 PAGE 479, Recorded 10/29/2024 04:27:55 PM

Unique Code : BAA-CACBADAIBHDFAG-BCBBB-FEACEHH-EAGGJE-A Page 1 of 4

Bond No. S-337173

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Hooks Construction Company, LLC
2211 S. Kanner Highway
Stuart, FL 34994

SURETY:
(Name, legal status and principal place of business)
NGM Insurance Company
4601 Touchton Road East, Suite 3400
Jacksonville, FL 32246
Mailing Address for Notices

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

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

OWNER:
(Name, legal status and address)
City of Port St. Lucie
121 SW Port St. Lucie Blvd
Port Saint Lucie, FL 34984

CONSTRUCTION CONTRACT
Date:
Amount: $ 2,427,221.28 Two Million Four Hundred Twenty Seven Thousand Two Hundred Twenty One Dollars and 28/100
Description:
(Name and location)
20240115 - City Hall Lobby, Restrooms, Store Fronts and Additional Parking Project

BOND
Date: October 18, 2024
(Not earlier than Construction Contract Date)
Amount: $ 2,427,221.28 Two Million Four Hundred Twenty Seven Thousand Two Hundred Twenty One Dollars and 28/100
Modifications to this Bond: [X] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Hooks Construction Company, LLC
Signature:
Name and Title:

SURETY
Company: *(Corporate Seal)*
NGM Insurance Company
Signature:
Name and Title: Kevin Wojtowicz
Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Acrisure
220 Congress Park Drive, Suite 100
Delray Beach, FL 33445
561.454.8210

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

S-1852/AS 8/10

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF AN OFFICIAL RECORD OR DOCUMENT AUTHORIZED BY LAW TO BE RECORDED OR FILED AND ACTUALLY RECORDED OR FILED IN THE OFFICE OF THE ST. LUCIE COUNTY CLERK OF THE CIRCUIT COURT.
THIS DOCUMENT MAY HAVE REDACTIONS AS REQUIRED BY LAW.
VISIT HTTPS://STLUCIECLERK.COM/SERVICES/E-CERTIFY-OFFICIAL-RECORDS TO VALIDATE THIS DOCUMENT.

Digitally signed by Michelle R Miller
Date: 2024.10.29 16:28:36 -04:00
Reason: Electronically Certified Copy

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Unique Code : BAA-CACBADAIBHDFAG-BCBBB-FEACEHH-EAGGJE-A Page 2 of 4

Unique Code : BAA-CACBADAIBHDFAG-BCBBB-FEACEHH-EAGGJE-A Page 3 of 4

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

S-1852/AS 8/10

Unique Code : BAA-CACBADAIBHDFAG-BCBBB-FEACEHH-EAGGJE-A Page 4 of 4

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

7.a	Approval of the October 14, 2024 Regular City Council and October 14, 2024 Board of Zoning Appeals Meeting Minutes	**2024-712**
7.b	Award Contract #20240137 for Mowing & Upland Maintenance of the Eastern Watershed Improvement Project (EWIP) Sites	**2024-1046**
7.c	Approve the Annual Expenditure for Contract #9531218 for Crime Laboratory Services at Indian River State College.	**2024-1059**
7.d	Award Contract #20240115 for City Hall Lobby, Restrooms, Storefronts and Added Parking.	**2024-1086**
7.e	2024 Festival of Lights Event License Agreement	**2024-1111**
7.f	Award Contract #20240136 for Water & Sewer Improvement Becker Road Corridor- Phase II with Sunshine Land Design Inc.	**2024-1092**
7.g	Award Contract #20230113 for the Tom Mackie Blvd. Extension Project Phase 4.	**2024-1105**
7.h	Approval to Participate in the Florida Sheriffs Associations Cooperative Contract # FSA24-VEL32.0 to Purchase Pursuit, Administrative, & Other Vehicles, City Contract # 20250001.	**2024-1121**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See Specific Instructions on page 3.

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

Hooks Construction Company LLC

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.

2211 S. Kanner Highway

Requester's name and address (optional)

6 City, state, and ZIP code

Stuart, FL 34994

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	6	–	2	2	1	6	9	0	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 9/6/2024

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

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, *later.*

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HOOKS, STEVEN CHARLES

HOOKS CONSTRUCTION COMPANY LLC
2211 SOUTH KANNER HIGHWAY
STUART FL 34994

LICENSE NUMBER: CGC061217

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/31/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Agenda Summary

2026-261

Agenda Date: 3/23/2026 **Agenda Item No.:** 7.e

Placement: Consent Agenda

Action Requested: Motion / Vote

Approval to Participate in the Sourcewell Cooperative Contract RFP #101221-SPL for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies under City Contract #20260185.

Submitted By: Morgan Brigham, Procurement Contracting Officer I, Procurement Management Division (PMD).

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Morgan Brigham, Procurement Contracting Officer I, PMD.
2. Parties: City of Port St. Lucie and Container Systems & Equipment Co., Inc. (authorized distributor of Super Products LLC).
3. Purpose: To replace the existing aging Vacall Vacuum Pumping Truck (PW-7586) with a new Camel Max Vacuum Truck.
4. New/Renewal/Modified: New.
5. Duration: Upon execution through 11/29/2026.
6. Benefits to Port St. Lucie: The replacement Vacuum Truck will be used for various drainage projects throughout the City. A new vehicle will provide more time on the road and in service compared to the existing vehicle approaching its end of use and need of frequent repairs.
7. Cost to Port St. Lucie (Annual and Potential): A one-time purchase of $553,547.20.

Presentation Information: N/A.

Staff Recommendation: Move that the Council approve, per City Code of Ordinance, Section 35.08(a)(9)(a) (cooperative exception to formal bidding), to participate in the Sourcewell Cooperative Contract RFP #101221-SPL with Container Systems & Equipment Co., Inc. (authorized distributor of Super Products LLC).

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve participating in the Sourcewell Cooperative Contract RFP #101221-SPL with Container Systems & Equipment Co., Inc.
2. Move that the Council not approve and provide staff with direction.

Background: This purchase provides a replacement piece of equipment for the City’s aging Vacall Vacuum Truck PW-7586. Additionally, the purchase of this equipment will supply the City with reliable equipment. This

equipment's cost, as compared to other options, is ±$10,000 to $40,000 thousand dollars less than the other competing vendors.

Issues/Analysis: N/A.

Financial Information: Funds are appropriated in the Stormwater CIP Fund / Drainage / Machinery & Equipment (#401-4126-564400-00000).

Special Consideration: N/A.

Location of Project: N/A.

Attachments:

1. Signed Contract #20260185.
2. Sourcewell Contract.
3. Sourcewell Solicitation Documents.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26058-02.

Legal Sufficiency Review:
Reviewed by Alyssa Lunin, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

AGREEMENT BETWEEN THE
CITY OF PORT ST. LUCIE, FLORIDA
AND
CONTAINER SYSTEMS & EQUIPMENT CO., INC.
FOR
SEWER VACUUM, HYDRO-EXCAVATION, AND MUNICIPAL PUMPING EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES
COOPERATIVE AGREEMENT

THIS AGREEMENT is made and entered into as of the date last entered below by and between the **CITY OF PORT ST. LUCIE,** a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 ("City") and **CONTAINER SYSTEMS & EQUIPMENT CO., INC.**, a Florida Profit Corporation, whose mailing address is 506 Bellevue Avenue, Daytona Beach, FL 32114 ("Contractor"). City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

WITNESSETH

WHEREAS, the City requires goods and services of Contractor pursuant to RFP #101221 and resulting Contract #101221-SPL, for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, between Sourcewell ("Lead Agency") and Super Products LLC, including its amendments, assignments, renewals and addenda (collectively referred to as "Contract Documents" or the "Contract"); and

WHEREAS, the Lead Agency has confirmed via email to the City that the Contractor is an authorized distributor for Super Products LLC under the Contract; and

WHEREAS, the parties wish to incorporate the terms and conditions of the Contract Documents between Super Products LLC, its predecessors and/or assignors, and the Lead Agency, including any and all contract renewals, amendments and change orders, substituting the "City of Port St. Lucie" for all references to the Lead Agency in all places and substituting the Contractor for Super Products LLC in all places; and

WHEREAS, the City has the authority to enter into this Agreement with Contractor per RFP #101221, Section I, Pages 2-3/18, which was agreed upon by the Lead Agency, Super Products LLC, and the Contractor, its predecessors and/or assignors; and

WHEREAS, the City has determined that the original procurement was lawful, the Contractor, its predecessors and/or assignors, acted at all times in accordance with Florida law when bidding and the competitive procurement method used by the Lead Agency is consistent with the purchasing policies and requirements of the City.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to modify and supplement the Contract Documents with the following terms and conditions:

Section 1. Whereas. The "whereas" clauses are hereby incorporated herein as forming the intent, purpose, and scope of this Agreement.

Section 2. Terms. The parties agree that pursuant to RFP #101221, Section I, Pages 2-3/18, agreed upon by the Lead Agency, Super Products LLC, and the Contractor, the City is authorized to utilize the Contract via cooperative agreement, as follows:

A. Incorporation of the Contract. Except as otherwise set forth in this Agreement, the parties hereby incorporate into this Agreement the terms and conditions of the Contract between Super Products LLC, its predecessors, successors and/or assignees, and the Lead Agency, including any contract renewals, amendments, and change orders.

B. Substitution. Except where the context requires otherwise, such as, but not limited to, compliance with City ordinances and regulations, City shall be deemed substituted for the Lead Agency/Buyer/Customer regarding any and all provisions of the Contract, including by example, but not limited to, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents. All recitals, covenants, representations, and warranties of Super Products LLC made in the Contract are restated as recitals, covenants, representations, and warranties of Contractor, as if set forth fully herein, made for the benefit of City, and incorporated herein.

C. Term. This Agreement shall be effective from the date upon which all parties have executed it through November 29, 2026.

D. Purchase Orders. Pursuant to the Contract, the City may issue an order directly to the Contractor or its authorized subsidiary, distributor, dealer, or reseller. If the City issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All City orders under this Contract must be issued prior to expiration or cancellation of the Contract; however, Contractor performance, City payment obligations, and any applicable warranty periods or other Contractor or City obligations may extend beyond the term of the Contract.

E. Product and Pricing. In accordance with the Contract, all Equipment, Products, or Services under this Agreement will be priced at or below the price stated in the Contract. When providing pricing quotes to the City, all pricing quoted by Contractor must reflect the City's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the City's requested delivery location. Regardless of the payment method chosen by the

City, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the City at the time of purchase.

F. Delivery Time and Location. In accordance with the Contract, all delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Contractor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or the City. The City reserves the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the City will notify the Contractor as soon as possible and the Contractor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the City. Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition. Sourcewell or the City may declare the Contractor in breach of the Contract or Agreement, respectively, if the Contractor intentionally delivers substandard or inferior Equipment or Products.

G. Government Appropriation. The parties acknowledge and agree that, if any purchases are made beyond City's current fiscal year (on or after October 1st), such purchases made under this Agreement are contingent upon an annual budget appropriation by the City Council.

H. Tax Exemption. The City may be tax exempt and will share its tax-exempt certificate upon request.

I. Conflict. In the event of conflict between the Contract and this Agreement, the terms and conditions in this Agreement shall supersede and take precedence over the Contract.

J. Sovereign Immunity. Nothing in this Agreement, nor in the Contract, shall be deemed or otherwise interpreted as waiving City's sovereign immunity protections existing under the laws of the State of Florida, or extending or increasing the limits of liability as set forth in section 768.28, Florida Statutes.

Section 3. Notice. Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the parties at the addresses listed above.

Section 4. Public Records. Contractor understands that City is a public entity whose records are available and open to the public for review and inspection. Contractor agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the City to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners. (*See* http://dos.myflorida.com/library-archives/records-management/general-records-schedules).

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

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

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

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

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

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

D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the City, upon request from the City's

custodian of public records, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984
(772) 871-5157
PRR@CITYOFPSL.COM

Section 5. Scrutinized Vendors List. By entering into this Agreement with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Agreement if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

Section 6. Law, Venue, and Wavier of Jury Trial. This Agreement 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 Agreement, arising from this Agreement, or related to this Agreement, shall be in St. Lucie County, Florida.

The parties to this Agreement hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

Section 7. Indemnification. Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Agreement. To that extent, Contractor shall pay any and all such claims and losses and shall pay any and all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Agreement.

Contractor understands the City is a government entity, so any provision that Contractor even purports, in any document or information, requires the City to indemnify, defend, or hold harmless the Contractor, or any other party, is null, void, and unenforceable.

Section 8. Insurance. 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 Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Agreement.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement 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 and/or 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 Agreement.

Workers' Compensation Insurance & Employer's Liability: 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, 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(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Contractor shall agree to maintain 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

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) 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. Coverage shall apply on a primary and non-contributory basis. 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. 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.

Except as to Workers' Compensation and Employers' Liability insurances, Certificates of Insurance and policies shall clearly state that coverage required by the Agreement 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 Liability policies. 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 shall be listed as additional insured and shall include Contract #20260185 – Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies."** Copies of the Additional Insured endorsements shall be attached to the Certificate

of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Agreement 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 endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: 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 and non-contributory basis.

Waiver of Subrogation: By entering into this Agreement, Contractor agrees 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.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Agreement. Where an SIR or deductible exceeds $5,000, the City reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language, "when required by written contract." If Contractor, any independent contractor, or any subcontractor maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

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 is not obligated, 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 Agreement. 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 is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement.

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

Section 9. Audits. The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of this Agreement for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursements supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt, and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Agreement kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

Section 10. E-Verify. In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Agreement.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of this Agreement and any renewals thereafter.
3. The City shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Agreement under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Agreement was terminated. The parties agree that any such cause of action shall be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

Section 11. Construction. The title of the section and paragraph headings in this Agreement are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Agreement as a whole. The use of the term "including" in this Agreement shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Agreement is executed, as well as may be amended from time to time, where application of the amended version is permitted by law. The parties have participated jointly in the negotiation and drafting of this Agreement and

agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Agreement. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Agreement.

Section 12. Discriminatory, Convicted, and Antitrust Violator Vendor Lists. Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Section 13. Cooperation with Inspector General. Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

Section 14. Non-Exclusivity. Contractor acknowledges and agrees that this Agreement is non-exclusive.

Section 15. Termination for Convenience. The City may, at any time, with or without cause, or for its convenience, terminate all or a portion of the Agreement upon thirty (30) days written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Agreement to the City up to the time of termination, pursuant to Florida law.

Section 16. Merger. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties. Any quote, invoice, proposal, purchase order, or any other document referencing the Contract or order placed purchasing goods and/or services that are available under the Contract, between the parties, even if not expressly referencing this Agreement, shall be subject to the terms and conditions of this Agreement, and any additional

terms and conditions, unless contained in a City Contract Amendment, signed by the City's Purchasing Agent, are null and void.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties are duly authorized to bind their respective entities hereto and have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year entered below.

CITY OF PORT ST. LUCIE,
A Florida municipal corporation

_____
Caroline Sturgis
Director, Office of Management & Budget

Date:_____

CONTRACTOR
CONTAINER SYSTEMS & EQUIPMENT CO., INC.

Bill Young
President

Date: 3-3-26

Docusign Envelope ID: 0A0C04BD-DD79-4940-B311-C4BA2AB51C6B

CONTRACT EXTENSION

Contract Number: 101221-SPL

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

Super Products LLC
17000 W Cleveland Ave

New Berlin, Wisconsin 53151-3537
(Vendor)

have entered into Contract Number: 101221-SPL
for the procurement of: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

The Contract has an expiration date of 2025-11-29 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-11-29 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by: Jeremy Schwartz
C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

2/7/2025 | 4:21 PM CST
Date

DocuSigned by: Michael Drott
569C00EA5742447...
Authorized Signature

Michael Drott
Name

V P Municipal Sales
Title

2/7/2025 | 2:51 PM PST
Date

DocuSign Envelope ID: 3DC3221A-A8E8-436A-9BA2-A6EFD7BEBAED

Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Super Products LLC, 130 W. Boxhorn Drive, Mukwonago, WI 53149 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/6/2021 | 11:01 AM CST

Super Products LLC

DocuSigned by:
By: Randy Buening
02335F0757E2404...
Randy Buening
Title: President
Date: 12/17/2021 | 9:09 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/17/2021 | 9:57 AM CST

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RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Super Products LLC
Does your company conduct business under any other name? If yes, please state:	Wisconsin
Address:	130 W Boxhorn Drive MUKWONAGO, Wisconsin 53149
Contact:	Michael Drott
Email:	mdrott@superproducts.com
Phone:	312-961-1158
Fax:	414-784-9561
HST#:	20-2974535

Submission Details

Created On:	Wednesday September 29, 2021 08:31:39
Submitted On:	Tuesday October 12, 2021 14:32:03
Submitted By:	Michael Drott
Email:	mdrott@superproducts.com
Transaction #:	5addf083-8c98-4ae2-914f-1d9a540e0f4e
Submitter's IP Address:	65.30.90.150

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Super Products LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Proposer Physical Address:	130 W Boxhorn Drive Mukwonago, WI 53149	*
5	Proposer website address (or addresses):	www.superproducts.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Michael Drott, VP of Municipal Sales 130 W. Boxhorn Drive Mukwonago, WI 53149 mdrott@superproducts.com 262-784-7100 ext. 5230	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Drott, VP of Municipal Sales 130 W. Boxhorn Drive Mukwonago, WI 53149 mdrott@superproducts.com 262-784-7100 ext. 5230	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Perkins, Product Support Specialist 130 W. Boxhorn Drive Mukwonago, WI 53149 mperkins@superproducts.com 262-784-7100 ext. 5225	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Super Products was founded in 1972 and has been a stable manufacturer and employer in Southeast WI. We currently are owned by The Alamo Group, a 1.5 billon dollar publicly held company. Super Products is a lean manufacturing company that is committed to continued improvement. Engineering is a core value of the company. We strive to build the most environmentally efficient and operator friendly machines possible. As a member of The Alamo Group, sustainability programs are continually being focused on. We recently completed the addition of a solar power system to our roof that will supply 60% of the power we use from the sun.	*
10	What are your company's expectations in the event of an award?	Super Products has always been a leader in the private sector of the hydro vacuum and sewer cleaning industries. The Camel Combination Sewer Cleaner was originally standard with wastewater recycling. You could fill it once and work all day. We feel with a partnership with Sourcewell we can bring our industry lead technology and environmental efficient equipment to many new customers in the municipal sector. The municipal sector has a market off 800 Sewer cleaning machines and 300 Hydro Vac machines annually. If this partnership could produce a 10% increase in these markets we are looking at over 100 units a year.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We have uploaded our 2020 annual report. Please see uploaded documents.	*
12	What is your US market share for the solutions that you are proposing?	Our US market share in these sectors is about 20%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Our Canadian market share is about 3%.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	We have never petitioned for any kind of bankruptcy.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Super Product falls into both categories. We are mainly a manufacturer with a dealer sales network of 27 independent dealers in North America. We also employ a direct sales force of 12 sales representatives. Both our direct sales force and our dealer network are supported by 8 Super Products rental facilities that offer parts, service, and rentals. With 35 dealer locations that also offer sales, parts, and service, we offer one of the largest customer support networks in the industry.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	AGMA - American Gear Manufacturers Association ANSI - American National Standards Institute ASME - American Society of Mechanical Engineers ASTM - American Society for Testing Materials AWS - American Welding Society DOT - Department of Transportation EPA - Environmental Pollution FHWA - Federal Highway Administration FMVSS - Federal Motor Vehicle Safety Standards ISO - International Standards Organization NFPA - National Fluid Power Association OSHA - Occupational Safety and Health SAE - Society of Automotive Engineers WASTEC - Waste Equipment Technology Association WJTA - Water Jetting Technology Association	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Super Products has been published in a variety of industry publications for our innovation in design and quality of equipment.	*
19	What percentage of your sales are to the governmental sector in the past three years	25% of our sales has been to government agencies. This is why we believe a partnership with Sourcewell is important for our company's future.	*
20	What percentage of your sales are to the education sector in the past three years	We do not have products that sell in this market.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We have held a HGAC contract for over the last 3 years with an annual volume of 2.5 million.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have any GSA contracts or SOSA agreements at this time.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Waukesha	John Weinkauf	262-522-6424	*
City of Baraboo	Wade Peterson	608-355-2740	*
City of Wichita Falls	Nicki Lowery	940-224-5390	*
City of KC	Greg Queen	816-564-5827	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Philadelphia	Government	Pennsylvania - PA	Camel Combo Sewer Cleaner Sales	$1,000,000.00	$3,000,000.00	*
City of Omaha	Government	Nebraska - NE	Camel Combo Sewer Cleaner Sales	1,100,000.00	3,300,000.00	*
City of KC	Government	Kansas - KS	Camel Combo Sewer Cleaner Sales	$500,000.00	1,500,000.00	*
City of Lafayette	Government	Louisiana - LA	Camel Combo Sewer Cleaner Sales	$1,600,000.00	$1,600,000.00	*
City of Laredo	Government	Texas - TX	Camel Combo Sewer Cleaner Sales	$450,000.00	1,800,000.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Between Super Products and our dealer network, we have 100 sales representatives and 90 service technicians.	*
26	Dealer network or other distribution methods.	We have 27 dealers across North America and 35 locations. These locations have over 80 dealer sales representatives.	*
27	Service force.	Our service network is the best in the industry. Because we have a large presence in the private sector, we have Super Products service centers. We operate 8 factory service centers that are manned by Super Products employees. We have 35 dealer locations that have factory trained service technicians as well. We have held annual factory service schools for our dealers and some customers. Additionally, we employee three Super Products trained operators that travel to municipalities and do on-site training along with our dealer personnel.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We process parts orders several ways. We can process parts orders from any of our Super Products service centers, our factory, or any of our dealers. We have tested and are ready to release our eCommerce online ordering solution. Starting in November, all customers will be able to go online and see parts breakdowns of their units by S/N to find the parts they need. The eCommerce platform will give the user price and availability of the parts requested. With parts warehoused across the US, we can deliver parts anywhere in a day or possibly an hour.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The first call is handled by our dealer network. Their response time is real time when the call comes in. If the dealer is unable to fix the problem, then they call the Super Products call center, which is staffed with service technicians plus engineering support to solve the problem that day. We ship 90% of parts orders the same day. If there is a problem after 5 p.m. Central Time, our dealers and customers can receive support from our West Coast rental facility until 5 p.m. Pacific Time.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As stated, we have a first class dealer network and Super Products rental facilities that are willing and able to sell to all Sourcewell participants in the US.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We would love to do more business in Canada. We have not had many opportunities because of the exchange rate over the last three years. We are looking forward to more opportunities with Sourcewell as our partner.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We would plan to service all areas of the US and most of Canada. Northwest territories would be the only area we would have limited service.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Super Products and our dealers would service all participating entities. I do not see that our products would be utilized much in the non-profit category. We have sold to Stanford University in the past; therefore, educational would be a possibility.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Freight cost would be higher in these areas. Alaska has some seasonal restrictions that we would have to work around and have in the past.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	There are several ways that we will actively market and promote the Sourcewell contract to local government and non-profit end users. 1) Super Products Website: In the About Us section of our website, we list out the associations we are proud members of. We will include the digital Sourcewell logo with a hyperlink to the Sourcewell website. 2) Dealers Training: We will actively train all of our US dealers how to use and promote Sourcwell Contracts to their municipal customers when looking to purchase a new unit. 3) Brochure Promotion: On appropriate product /dealer collateral, we will include the use of the Sourcewell logo. 4) Displays at Trade Shows: We will display placers that we are a member of Sourcewell within our booths. 5) Social Media: We will take a more active role in promotion of Sourcewell Social Media by liking, commenting on, and sharing posts that are applicable to our business; as well as, promoting that we have a partnership with you. 6) Sourcewell Events: We will work to take a more active participation in any applicable Sourcewell events.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We are very active on social media (LinkedIn, Instagram, Facebook, Twitter, and YouTube) and it has helped grow our reach to prospective customers. We would continue to use this outlet to promote that we participate with Sourcewell for contracts. This will help to grow your reach to prospective customers as well who may not currently work within Sourcewell contracts. We have a tool we use for SEO. We would work to add meta data tags to enhance our product pages with the term Sourcewell to help mutually promote both our product and your contracts.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We will train all sales representatives, internal as well as dealer, on how to use Sourcewell contracts with pricing and overall process. We will also list all contract pricing on our internal dealer portal for easy access to our sales teams to reference for bids. Additionally, we will list the award of the contract on our website and in all of our digital and printed ads.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not applicable at this time.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All Super Products equipment is supplied with factory trained dealer or direct factory training. It is our policy that no unit is delivered without proper operator and maintenance training.	*
40	Describe any technological advances that your proposed products or services offer.	We offer the only full on board diagnostic system. If there is a failure, the system will alert the operator and walk them through the onboard system to make a repair. The software can be updated as new functions are released. This can be loaded on a flash drive from our Dealer Portal and installed in the field. Just plug in the flash drive and follow the prompts.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We have installed a solar power array on the roof of our factory which is producing 50% of our electricity at this time. The Alamo Group has policies and mandates all of its companies have sustainability projects.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please see the attached 2020 Sustainability Report.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	The Camel Combo Sewer Cleaner is the most fuel efficient unit on the market. With a full pressure and flow compensating water pump drive system, we can save up to 40HP during operation. We also offer a wastewater recycling option. This system takes water out of the sewer filters it onboards and reuses it to jet in order to save 8 to 10 thousand gallons of potable water a day. Safety is also a main focus of Super Products equipment. We have standard grease manifolds that are greased from ground level and audible and visual warnings when the debris tank or rear door is moving. We also offer an eject unloading system, the safest way to unload debris in the industry.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Our warranty covers all parts and labor for our units. We do not warranty the chassis, that is done through the chassis manufacturers and their dealers.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty covers all normal use of the unit. Wear items, such as sewer hose, nozzles and vacuum tubes are not covered under our warranty.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We cover travel time under warranty if the unit is not drivable because of our system.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Super Products will not sell any equipment into an area or country that we cannot support that equipment in. As stated, we would unable at this time to service equipment in the Northwest territories of Canada.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Super Products passes on the warranty of the chassis. We warranty everything we assemble. Some warranty determinations or technical help on the failure may be made by our suppliers. All warranty is administered by our dealers and Super Products.	*
50	What are your proposed exchange and return programs and policies?	All requested warranty parts must be returned within 30 days of the failure if requested by Super Products for repair or replacement.	*
51	Describe any service contract options for the items included in your proposal.	Most of our dealers offer service and maintenance contracts. This can be monthly, quarterly, or annually. They are customized by the end user and the dealer.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	Super Products starts with a checklist that follows a unit down the assemble line. There are over 600 checks and sign offs before the unit enters final inspection. In final inspection we test every unit for 16 hours. We then run each unit at operating pressure and vacuum for an hour to confirm proper operation.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We use KPIs to track our manufacturing. At the highest level, we are tracking: - Safety - Quality, number of defects on a line - Warranty, with a planned 24-hour turnaround - Cost, materials and labor	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Super Products standard terms are XWORKS Factory. We accept wire transfer, check, and ACH for payment. We can offer special terms to your members on request.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	We use Leasing 2: Municipal Leasing for our customers. They offer a variety of options. We can configure any term of payment plan required.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have a standard order confirmation form with a description of equipment ordered including all loose parts. This document is then converted to a manufacturing order for the equipment build. This takes any mistakes out of the proses because we utilize the same document for the customer and manufacturing.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do not accept P-cards for equipment purchases. We do accept them for parts and service.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Super Products is offering a 5% discount for all Sourcewell members. This will apply to all equipment purchased though this contract. We have uploaded a complete pricing document. All prices are quoted in USD.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are offering a 5% discount from MSRP 2022 in USD.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	We have priced the volume discount into the Soucewell price list for all members. The discount is 5% from MSRP.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Super Products will supply a customer quote for any options or special requests as required. In the current market with material costs changing almost daily, on demand quoting must be done.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Super Product does not include tax in proposed pricing. All training is included for the first time on delivery. Some of our dealers could have predelivery costs that would be pasted on to your members. In most cases that can be done at the factory, so there is no extra charge.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is calculated from Milwaukee, WI to the destination city, $2.80 per mile.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight is calculated at the time of order for any location. Ocean freight and customs charges would have to be calculated along with any taxes or dotes at the current rate at the time of the order. Canada pricing is in USD.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not offer any unique delivery options for our equipment. It must be driven or loaded on a ship due to size.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are offering an extremely discounted price. We feel that the partnership of Super Products and Soucewell will be valuable to both.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We use Salesforce for tracing all sales. We track them from what lead source they came from and how they where closed. RFP, HGAC, independent bid and sales from the demo fleet. We would use this same CMR program to track Sourcewell opportunities.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We have worked with HGAC for years and use an audit process to make sure their fees are paid and kept up to date. We have a contract administrator that is in charge of these types of contracts.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We have included a 1.5% administrative fee for the help we are anticipating from working with Sourcewell. This fee is on all of our supplied equipment except the chassis that are a pas through for us.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering the Camel Max Series Combo Sewer Cleaner 900 Dump, 1200 Dump, 1200 Eject, and 1200 Wastewater Recycler, the SuperJet Truck Mounted Jetter 1000, 1600, 2000, and 2500, and the Mud Dog Vacuum Excavator 700, 1200, and 1600.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Additionally, we are offering sewer nozzles.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	(•) Yes ( ) No	Camel Max Series 900 Dump, 1200 Dump, 1200 Eject, and 1200 Wastewater Recycler Combination Sewer Cleaners.	*
73	Hydro or air excavation equipment	(•) Yes ( ) No	Mud Dog 700, 1200, and 1600 Vacuum Excavators. All units are available with water, air, or both.	*
74	Jetters and rodders	(•) Yes ( ) No	SuperJet 1000, 1600, 2000, and 2500 Truck Mounted Jetters.	*
75	Dewatering, mud, trash, and centrifugal pumps	( ) Yes (•) No	We do not offer this equipment.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	( ) Yes (•) No	We do not offer this equipment.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	(•) Yes ( ) No	We do offer parts and service for equipment we are bidding.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	Eject unloading scrapes stuck on material out of the debris body so the operator does not have to dig it out. This feature is available on our Camel and Mud Dog units. We also have a hose reel that keeps the operator between the light on the front of the unit to protect them from passing traffic. Additionally, units have audible and visual warnings when the tailgate and body are in motion.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Wastewater recycling uses water vacuumed into the debris body to save potable water and increase production. The eject unloading system can be used to dewater the load before going to the dump site. This helps keep dump sites cleaner and free of water that operators could slip and fall on.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than

one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcemell 2021.xls - Tuesday October 12, 2021 11:29:35
- Financial Strength and Stability - 2020_ALAMOGROUP_AnnualReport.pdf - Friday October 01, 2021 13:36:26
- Marketing Plan/Samples - Marketing Plans_Sourcewell.pdf - Tuesday October 12, 2021 14:18:06
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - SP Warranty.pdf - Friday October 01, 2021 13:01:29
- Standard Transaction Document Samples - Order Acknowledgement Sourcewell.pdf - Friday October 01, 2021 16:46:35
- Upload Additional Document - 2020_Sustainability_Report_Final_03-12-21_Rev2.pdf - Friday October 01, 2021 13:26:03

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Drott, VP Municipal Sales, Super Products LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

RFP #101221
REQUEST FOR PROPOSALS
for
Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Proposal Due Date: October 12, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	August 24, 2021
Pre-proposal Conference:	September 15, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	October 5, 2021, 4:30 p.m., Central Time
Proposal Due Date:	**October 12, 2021**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	October 12, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;

- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies principally intended or designed for the cleaning of sewer lines, catch basins and storm sewers, or for municipal pumping applications, such as:

a. Sewer vacuums or combination sewer cleaners;
b. Hydro or air excavation equipment;
c. Jetters and rodders;
d. Dewatering, mud, trash, and centrifugal pumps;
e. Other pumps used in lift station, sewage treatment, water treatment, or water collection facilities; and,
f. Accessories, supplies and replacement or wear parts related to the offering of the solutions in subsections 1. a. – d. above.

2. The primary focus of this solicitation is on Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, for the cleaning of sewer lines, catch basins, and storm sewers, or for municipal pumping applications, and the related offering of equipment, supplies and services. This solicitation should NOT be construed to include excavators principally intended for utility infrastructure installation and related solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. Public Utility Equipment with Related Accessories and Supplies (RFP #012418).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $65 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the

contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services**.** Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this

pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

8/26/2021

Addendum No. 1
Solicitation Number: RFP 101221
Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We manufacture and sell pipeline inspection and rehabilitation equipment. Are we to bid on RFP 101221 or RFP 093021?

Answer 1:

Each Sourcewell RFP is an open and competitive solicitation process. In the competitive process, Sourcewell will not pre-evaluate a proposer's offerings.

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 8/26/2021, is required at the time of proposal submittal.

9/10/2021

Addendum No. 2
Solicitation Number: RFP 101221
Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are we able to add new items to the contract post-award or are only items included during the initial submission allowed? When are price increases permitted post-award to accommodate for material COGs increases and is there a yearly limit?

Answer 1:

Refer to the Sourcewell contract template, Section 4 – Product and Pricing Change Requests.

Question 2:

When are sales and the administrative fee paid to Sourcewell? During the quarter the order was received from the customer or after delivery to and payment from the customer?

Answer 2:

Refer to Sourcewell Contract Template Section 8 – Report on Contract Sales Activity and Administrative Fee Payment, for Sourcewell expectations for reporting and administrative fees.

Question 3:

We offer equipment that ranges in capacity and multiple chassis options. If we offer as a standard item on contract a certain gallon tank with a specific chassis and have the unit priced as such, when the customer calls for a quote and wants the same tank with a

different chassis can we quote the difference in pricing as “Off Contract or Open Market” for the difference in cost between the chassis?

Answer 3:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Are we allowed to quote “Off contract or Open Market” any optional equipment that is not included on the base model based on each customer’s specific needs? Or do we have to have on contract any and all possible options available?

Answer 4:

Refer to Answer 3 above.

Question 5:

How are we to handle transportation costs for our units when a customer requires delivery. Because shipping costs can very largely based on where the unit is to ship, are we allowed to price out delivery on a separate line and add the actual shipping costs to the bid?

Answer 5:

Refer to Answer 3 above.

Question 6:

How can the financial statements be excluded from public record?

Answer 6:

RFP Section VI. E. - Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 9/10/21, is required at the time of proposal submittal.

9/30/2021

Addendum No. 3
Solicitation Number: RFP 101221
Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Clarify what must be 'provided throughout the term of any Contract'? Does this mean that whenever new MSRP pricing is published it must be provided to Sourcewell and the discount offered in the proposal must be maintained throughout the term of the contract?

Answer 1:

A Proposer with proposed pricing that is based on Percentage Discount from Catalog or Category (RFP Section III. A. 1. b.) is "responsible for providing and maintaining current published MSRP with Sourcewell." The MSRP must be included in the proposal. In the event of contract award, current published MSRP must be provided to Sourcewell throughout the term.

Question 2:

Will a Sourcewell Price and Product Change Request be required whenever new MSRP pricing is published?

Answer 2:

See Answer 1 above. Also, refer to Sourcewell template contract Section 3. – Pricing, for additional detail on pricing during the contract term. "All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal." During the term of an awarded contract, a change of the price stated in a

supplier's proposal is requested using the process described in template contract Section 4. – Product and Pricing Change Requests.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 9/30/2021 is required at the time of proposal submittal.

Agenda Summary

2026-293

Agenda Date: 3/23/2026 **Agenda Item No.:** 7.f

Placement: Consent Agenda

Action Requested: Motion / Vote

Award Contract #20250193 for MIDFLORIDA Event Center Catering Contract to NV & VD, LLC.

Submitted By: Autumn Bryan, Procurement Contracting Officer I, Office of Management & Budget (OMB), Procurement Management Division (PMD).

Strategic Plan Link: The City's Mission to provide exceptional services.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Autumn Bryan, Procurement Contracting Officer I, (PMD).
2. Parties: City of Port St. Lucie and NV & VD, LLC.
3. Purpose: To contract event catering services for the MIDFLORIDA Event Center.
4. New/Renewal/Modified: New.
5. Duration: The Contract Period start date will be May 1, 2026 and will terminate three (3) calendar years thereafter on April 30, 2029. The City shall have two (2), one (1) year option(s) to renew.
6. Benefits to Port St. Lucie: To provide quality event catering services, for any individual or entity that utilizes catering services at the MIDFLORIDA Event Center.
7. Cost to Port St. Lucie (Annual and Potential): N/A, the Contractor shall pay the City the commission rates stated in the Contract.

Presentation Information: N/A.

Staff Recommendation: Move that the Council award Contract #20250193 for MidFlorida Event Center Catering Contract to NV & VD, LLC.

Alternate Recommendations:

1. Move that the Council amend and approve the recommended proposal.
2. Move that the Council reject all proposals and provide staff with direction to resolicit or cancel the Request for Proposals.

Background: The MIDFLORIDA Event Center is a local, state, and regional special event center of the City of Port St. Lucie. By hosting events and offering a variety of services, the Event Center showcases and provides economic benefit to its community. The venue's promise is to provide an exceptional product, in a safe environment, while maintaining the integrity and financial health of the facility. The current contract for event catering services ends on April 30, 2026.

Issues/Analysis: A Request for Proposals was issued on October 23, 2025, to 1,250 potential consultants. There were two (2) proposals received on December 3, 2025. PMD held the first evaluation committee meeting on January 23, 2026, to review and discuss the proposals and individual scores. Both proposers were invited to a second evaluation meeting, a blind taste test, held on Feb 10, 2026. The Evaluation Committee reviewed their scores and adjusted accordingly. The final scores were announced as followed:

#1 Ranked Firm: NV & VD, LLC - 80.2 average score
#2 Ranked Firm: Creative Catering - 76.6 average score

PMD then facilitated negotiations with the top ranked firm, NV & VD, LLC, and the resulting agreement that was reached is attached and recommended for award.

Financial Information: NV & VD, LLC, has agreed to pay the City the below commission sales without regard to their actual collections: Catering Sales - 12%; Concession Sales - 12%; Alcohol Sales - 15%; Floral, Decorating, or other Food & Beverage Vendor Leasing/Licensing - 12%; Catering/Concessions for City Agency Events Offsite - 12%; Gross Sales (kitchen maintenance, utilities, and repairs as needed) - 1% (minimum)

Special Consideration: N/A.

Location of Project: MIDFLORIDA Event Center.

Attachments:
1. Notice of Intent to Award.
2. Signed Contract #20250193.
3. RFP Documents.
4. Proposal Submission Report.
5. Proposal Evaluation Report.
6. NV & VD, LLC Proposal.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25266-04.

Legal Sufficiency Review:
Reviewed by KeAndrea Davis, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

City of Port St. Lucie
Procurement Management Division
121 SW Port St. Lucie Blvd,, Port St. Lucie, FL 34984
(772) 871-5223

NOTICE OF INTENT TO AWARD

RFP No. 20250193

MIDFLORIDA Event Center Catering Contract

RESPONSE DEADLINE: December 3, 2025 at 2:30 pm

Monday, February 23, 2026

Thank you for submitting an offer in response to 20250193 MIDFLORIDA Event Center Catering Contract. The City has evaluated all submittals received in response to the solicitation and intends to award a contract to:

- NV & VD, LLC

Unsuccessful offeror(s):

- Creative Catering

Please Note: The Notice of Intent to Award (NOIA) is not notice of an actual contract award; instead, the NOIA is notice of the City's expected. Contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, Section 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

Protest Process

Proposers should familiarize themselves with the procedures set forth in City Code of Ordinances, Section 35.15.

Once again thank you for participating in this solicitation and for your interest in doing business with the City.

Sincerely,

Autumn Bryan, Procurement Officer I

CITY OF PORT ST. LUCIE
CONTRACT #20250193

This CONTRACT executed this _____ day of _____, 2025, 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," and NV & VD, LLC, 2240 SE Veterans Memorial Parkway, Port Saint Lucie, FL 34952, (718) 809-2941, hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

SECTION I
RECITALS

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

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor for MIDFLORIDA Event Center Catering, as well as other tasks more specifically described in this Contract; and

WHEREAS, Contractor is qualified, willing, and able to provide the Work specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Work specified and in the amount as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

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 with read receipt, or by Fed-EX, UPS, courier or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

A. The same day, if sent via email with read receipt.

B. Within one (1) day in the case of overnight hand delivery, courier, or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,

C. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Contractor:	Victor J. Duarte, Sr., Owner and Executive Chef NV & VD, LLC 2240 SE Veterans Memorial Parkway Port Saint Lucie, FL 34952 (718) 809-2941 rollatini1@gmail.com
City Contract Administrator:	Autumn Bryan, Procurement Contracting Officer Procurement Management Division 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984 772-344-4229 abryan@cityofpsl.com
City Project Manager:	David Stonehouse, Director MIDFLORIDA Event Center 9221 SE Event Center Place Port St. Lucie, FL 34952 772-204-7104 dstonehouse@midfloridaeventcenter.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

Event Center Catering Requirements

1. **Introduction**

The **MIDFLORIDA Event Center** (hereafter referred to as the MFEC) is seeking proposals from qualified and experienced catering service providers to deliver high-quality food and beverage services for a variety of events held at the facility. The MFEC is a premier special event facility owned and operated by the City of Port St. Lucie. Strategically located along Florida's Treasure Coast—midway between Orlando, Miami, and Tampa—the MFEC serves as a regional hub for a wide array of events and activities that enhance quality of life and stimulate economic development within the community.

With over 400 event days annually, the MFEC welcomes more than 150,000 guests each year, hosting a dynamic schedule of public, private, and corporate events. These include conferences, banquets, weddings, expos, tradeshows, concerts, festivals, sporting events, and performing arts productions. This high volume of activity presents significant opportunities for approved caterers to serve a diverse clientele and grow their business within a vibrant, high-traffic venue.

The MFEC encompasses 100,000 square feet of versatile indoor and outdoor event space. Key features include:

- Two beautifully appointed ballrooms with flexible layouts
- A spacious, light-filled grand lobby ideal for receptions and networking
- A curated art gallery showcasing local and regional talent

- The Village Square, an open-air plaza equipped with a performance stage, ideal for festivals and large-scale gatherings that can hold 500-5,000 attendees
- Capacity to host banquet events for 10 to 700 guests (depending on layout) and theater-style seating for up to 1,400 attendees

To support catering operations, the MFEC is equipped with a 1,200+ square-foot commercial-grade catering kitchen designed for finishing, plating, and service preparation. The kitchen includes standard commercial appliances and prep areas and is available to approved caterers in accordance with facility policies and event needs.

The MFEC is committed to delivering exceptional service in a safe, well-maintained environment while preserving the integrity and financial sustainability of the facility. This document outlines the catering requirements and expectations for prospective caterers.

For more information, visit www.midfloridaeventcenter.com

2. **Applicability.**

This document shall be applicable to any contract incorporating this document for the initial period of performance, all renewal options identified, and any extensions as authorized by the City Ordinance.

3. **Location/Facilities.**

9221 SE Event Center Place, Port St. Lucie, FL 34952

4. **Hours of Operation.**
    - **The MIDFLORIDA EVENT CENTER**
        - Normal office hours are 8am – 5pm
        - Events may be scheduled on any day of the week, including weekends and holidays, and may occur during early morning hours (e.g., for breakfast service) or extend into late evening hours (e.g., for receptions or banquets).
        - The Supplier must be able to accommodate food and beverage service needs for events scheduled outside of standard office hours and ensure staffing and operations align with the timing and scale of each event.
        - Supplier shall have a location office (four-wall space provided by the City at no cost to SUPPLIER) with reasonable office hours to be mutually agreed upon by SUPPLIER and the CITY.
        - Supplier shall keep the food services open during the hours reasonably required to adequately meet public and client demand, as determined by the event, and, if the CITY should request, SUPPLIER shall close catering, concessions, or alcohol sales.

5. **Catering**

All catering within designated foodservice facilities is non-exclusive to the Supplier selected under the RFP. The right to provide catering elsewhere on the City's property is non-exclusive.
City has the right to allow an outside caterer to provide services under the City's Open Catering Program, allowing pre-approved vendors to provide food and non-alcoholic beverage service to

clients who rent space in the center. City Equipment and Facilities granted to the SUPPLIER under this agreement shall not be used by outside caterers under the Open Catering Program. Alcoholic beverages sales under this program shall be retained by the Supplier (see section 9 "Alcohol" for further clarity).

6. **Scope of Work and Expectations**

- **General Responsibilities**

The caterer shall:

  - Provide full-service catering, including food preparation, delivery, setup, service, and cleanup.
  - Offer a variety of menu options to accommodate diverse clientele and dietary needs, including vegetarian, vegan, gluten-free, and allergen-sensitive options.
  - Employ professional, trained, and uniformed staff for all catered events.

- **Menu and Pricing**
  - Offer customizable menu packages to meet client preferences and event types.
  - Ensure transparency and consistency in pricing, with all fees, taxes, and gratuities clearly identified.

- **Food and Beverage Service Standards**
  - Ensure food safety and sanitation practices meet or exceed local health department requirements.
  - Maintain consistency in quality, freshness, and presentation of all food and beverages.
  - Offer options for plated service, buffet, stations, or passed hors d'oeuvres, as appropriate for the event.
  - Provide alcohol service with trained bartenders.

- **Scheduling and Coordination**
  - Work closely with the MFEC's management team to coordinate event logistics, including load-in/load-out times, kitchen access, and space requirements.
  - Submit event orders and staffing plans for each event at least 7 business days in advance.
  - Attend pre-event walk-throughs and post-evaluations as requested.

The selected Supplier shall manage the operation of catering, concessions, and any other food and beverage vendor leasing or licensing sales and operations at the MIDFLORIDA Event Center diligently, professionally, and in good faith. The Supplier must aim to maximize Gross Receipts and Net Revenues while ensuring prompt and courteous service to the public on an ongoing and consistent basis.

All food and beverages must be expertly prepared and presented in a professional manner, consistent with public facility industry standards. Hot food shall be served hot, and cold food shall be served cold, in accordance with local, state, and regional mandated standards. HACCP (Hazard Analysis of Critical Control Points) standards shall be utilized for receiving, storing, thawing, chilling, serving, and thermalizing all food.

7. **Staffing and Management**

Supplier shall maintain adequate, experienced, and qualified staff on duty at all times. Staff must have expertise in administration, supervision, menu planning, dietetics, production, purchasing, service, sanitation, marketing, and equipment use. The Supplier's manager shall be available to meet with clients and Event Center staff as needed and scheduled.

All Supplier employees should be neatly attired in clean uniforms with visible name tag identification while on duty. Management staff must also wear name tags and be dressed professionally (uniforms not required).

8. **Training and Development**

The supplier must provide ongoing, satisfactory training and development for all employees based on the Florida Department of Business & Professional Regulations and ensure that all staff are trained in safe work habits and proper equipment use. All safety incidents must be reported to the City immediately.

9. **Alcohol**

The City and Supplier shall co-hold a liquor license valid exclusively for the MIDFLORIDA Event Center except the MFEC reserves the right to temporarily suspend "the exclusivity" of alcoholic beverage service by the Supplier if it is determined to be in the best interest of the MFEC in order to secure certain events where alcohol sales (and who provides it) is dependent on whether or not that said Event can be booked at the MFEC.

The Supplier is responsible for obtaining necessary approvals and paying all associated licensing costs. The license shall always remain the exclusive property of the City. Upon contract termination or expiration, the license shall revert to the City. Supplier must assist in the reassignment process if necessary.

Supplier shall:

- Be the primary server of alcoholic beverages at the Event Center.
- Employ only qualified, state-certified personnel to serve alcohol.
- Exercise prudent judgment to ensure no alcoholic beverages are sold to minors or to those who are actually or apparently impaired.
- Disclose any alcohol violations within the past three years and steps taken to prevent recurrence.
- Securely store all alcoholic beverages.
- Ensure all employees serving alcoholic beverages are at least 21 years of age.
- Record alcohol sales separately from food and non-alcoholic beverage items. The city reserves the right to review documents at any time.
- Comply with all applicable federal, state, and local laws regarding alcohol service.
- The City of Port St. Lucie and/or MFEC management reserves the right to suspend or terminate alcohol service at any time if, in its sole discretion, such service poses a threat to public safety, violates applicable laws, or fails to comply with venue policies. The Supplier shall comply immediately with any such directive.
- Supplier shall promptly report to MFEC management any incident involving alcohol service, including but not limited to: over-intoxication, refusal of service, underage drinking, or injury related to alcohol consumption. A written report must be submitted within 24 hours of the incident.

- In the event of any suspension of the liquor license, Supplier shall, with approval of the City, secure an Interim Caterer/Concessionaire or make other arrangements to ensure the uninterrupted sale of alcoholic beverages. Should the City's commission revenue be adversely affected by a loss of Gross Receipts based upon the performance of the Interim Caterer/Concessionaire or the failure to maintain a liquor license, or should the City suffer a loss of revenues due to the loss of the liquor license, then the City shall be made whole by the Supplier. Supplier and City agree to cooperate to determine an Interim Caterer/Concessionaire. If the Supplier's license to sell alcoholic beverages is cancelled or revoked, the Supplier will be in breach of the established contract and the City may terminate the contract and seek proper damages.

10. **Tender Types.**

Food services at a minimum shall accept cash, credit, and bank debit. The Supplier shall be responsible for all expenses and collection of debts resulting from cash, credit card, and bank debit card transactions.

11. **Financial and Reporting Requirements**

The Supplier is responsible for the collection, retention, and accounting of all sales monies. Financial procedures and record-keeping must follow GAAP and be available for City inspection and audit. Supplier must:

- Provide a computerized monthly financial statement to the City within ten (10) business days following each month-end.

- Provide an annual report within forty-five (45) business days after each fiscal year-end (September 30), detailing gross receipts, operating expenses, and net revenues.

- Agree to periodic audits or audit reviews by the City or its designee.

- Supplier shall be responsible for all operating expenses regardless of the sufficiency of gross revenues.

- Supplier, utilizing its own funds and accounts, shall order, stock, prepare, pay for, and sell appropriate food and beverages at the MFEC. Title to said food and beverages shall be solely vested in the Supplier. Consumables shall be first quality, wholesome, and pure, and all consumables on hand shall be stored and handled with due regard for sanitation. All specific brands and quantities ordered and on hand must be approved based on public facility industry standards.

Financial Statement. Contractor shall furnish to the City, no later than ten (I 0) business days following the last day of each month, a computerized financial statement showing:

a) copies of bank statements
b) total gross sales
c) gross receipts by source of sales
d) commissions owed to the City

e) the Direct Operating Expenses and Net Revenues for all sales during the immediately preceding calendar month.

Contractor shall collect all Gross Receipts and deposit the same in the bank account of Contractor at a bank in Port St. Lucie, Florida or such local bank approved by the City for transfer of Commission Fees to the City. Contractor shall change the depository of Gross Receipts to another local bank approved by the City at the City's request, for reasons such as change in bank ownership, insolvency of the depository bank or it's being placed in receivership. Contractor will pay with its own funds all Direct Operating Expenses from Contractor's account. Contractor shall provide the City with copies of all bank statements, showing all deposits, withdrawals and other transactions of whatsoever nature, relating to Gross Receipts and Direct Operating Expenses.

Final Accounting. Not later than forty-five (45) business days after September 30th of each fiscal year during the tern, hereof, Contractor shall provide the City or its designee an annual report of the results of operations prepared in accordance with GAAP for the previous Fiscal year (the '•Final Accounting") setting forth the calculation of Gross Receipts, Direct Operating Expenses, and Net Revenues for all sources of sales during the previous fiscal year. The City may grant Contractor an extension of time for delivery of the report if Contractor is delayed due to occurrences beyond Contractor's control. Contractor will pay to City interest at the rate of one and one-half per cent (1½ %) per month on any amounts owed to but not received by the City by the Final Accounting date.

12. **Event Center Attendance:**

Estimated 180,000 annually

13. **Number of Event Days:**

2022 Attendance 124,068 – 304 event days
2023 Attendance 134,404 – 400 event days
2024 Attendance 139,942 – 413 event days
2025– October through September 30,2025 / 121,419 – 414 event days

14. **Event Coordination and Service**

Supplier must:

- Keep a booking record of all catering functions and share food and beverage details with event center staff prior to each event.
- Conduct a food and beverage tasting as part of the vetting and selection process for the contract. The tasting must represent the Supplier’s proposed offerings and demonstrate quality, presentation, and service standards. Designated City and Event Center staff will evaluate the tasting as part of the final assessment prior to awarding the contract. See **Section 8 - Phase 2 (Food Tasting Requirement)** for details.
- Offer food and beverage tastings to clients upon request as part of the event planning process. These tastings should accurately reflect the menu selected for the event and meet the same quality standards expected during live service.
- Address proposed hours and days of operation on weekdays, weekends, and holidays.

15. **Health and Safety Compliance**

Supplier must:

- Report all fires, unsafe conditions, thefts, and safety hazards to the City immediately.
- Report and remedy any inspection citations or unsafe conditions immediately.
- Notify the City of any fire extinguisher use.
- Maintain sanitation standards for food storage and preparation.
- Meet all local, state, and federal receiving and storage regulations.

16. **Equipment**

The Supplier will be allowed the use of the City's existing inventory of catering and food service-related equipment (both loose and fixed) and supplies in performance of its contract. All City property shall remain the property of the City through the initial term of the contract and any subsequent renewals and/or extensions. Additionally, the MFEC kitchen and all property contained within are to be used ONLY and exclusively in support of MFEC and/or other City departments and are not to be used for any other purpose without written consent. An inventory verification process will be performed at the onset of the contract and repeated annually, through coordination of the City and Supplier's employees. Deficiencies must be reported annually. Upon termination of the contract, inventory of said equipment and supplies will be conducted by the City and the Supplier, with the Supplier reimbursing the City for the replacement cost of missing or damaged equipment and/or supplies, with normal missing, wear and tear expected.

The supplier is responsible for the following:

- Routine cleaning of all kitchen equipment and smallwares.
- Proper use and care of equipment and facilities per manufacturer specifications.
- First-level preventive maintenance.
- Safe use and storage of all chemicals.
- Cleaning of the hood exterior and interior surfaces and filters below the ceiling level.
- Operating a secure electronic point of sale (POS) system during all business hours. Supplying the POS system and the method of connectivity is the sole responsibility of the catering company.
- Furnishing and maintaining necessary office equipment (computers, printers, copiers, etc.).

17. **Facilities and Facility Maintenance.**

Due to the fault or neglect of the Supplier, the Supplier shall be responsible for any damages to the Kitchen and kitchen equipment and smallwares. Compensation for any misuse by the Supplier shall be paid to the City by the Supplier within thirty (30) days of the determination or prior to any renewal of the Agreement, whichever is earlier.

The City shall, at the City's expense, provide maintenance personnel and maintenance services, parts, and supplies required to properly maintain the building.

18. **Housekeeping, Trash Removal, and Sanitation**.

The Supplier shall be responsible for maintaining an immaculate kitchen and highly sanitary food service areas. The supplier must maintain a County Health Department rating of "A" and a copy of inspection reports must be provided to the City. The supplier must immediately remedy any shortcomings identified by the County Health Department that are within its control and responsibility. Failure to take immediate remedial action will be considered a material breach of the contract, which, if incurred, would allow the City to terminate the executed contract.

19. **Housekeeping and Sanitation Services.**

The Supplier must dispose of all food service refuse, waste, and byproducts in a manner compliant with all applicable statutes, ordinances, codes, and regulations. The MFEC will provide appropriate on-site waste receptacles for this purpose; however, it is the Supplier's responsibility to ensure proper use, segregation (e.g., recycling), and timely disposal into designated containers.

- **Housekeeping.** At a minimum, the Supplier shall provide housekeeping, cleaning, and sanitation service, which includes necessary commercial equipment and supplies for the kitchen and other food service areas and food service equipment.

- **Cleaning and Sanitation Schedules.** The Supplier shall develop, implement, and update cleaning and sanitation schedules for all kitchen equipment and food service areas as assigned. Cleaning must always be sufficient to provide protective maintenance against unnecessary deterioration and provide a clean and neat appearance.

- **Housekeeping Sanitation.** The Supplier shall be responsible for:
    - Routine cleaning of the hoods, filters and pipes.
    - Providing, cleaning and maintaining an adequate inventory of employee uniforms, aprons, towels and other related catering service items.

20. **Food Handler Certificates.**

The Supplier shall be responsible for providing food handler certificates and/or medical examinations required by law and shall make such records available for review upon the City's request. The Supplier shall, through daily inspection, ensure that food handlers are following established hygiene practices, including daily bathing, wearing clean outer clothing, maintaining short, clean fingernails, removing jewelry during food preparation, and proper hand washing.

21. **Supplier Employee Sanitation.**

The Supplier's employees shall be neat and tidy in appearance and shall follow general food service industry hygiene practices in the handling of food, including the use of gloves when necessary. The Supplier shall not allow employees with known illnesses, open sores, or other symptoms to work. Any contagious disease/illness must be reported immediately to the City.

22. **Grease Storage Areas.**

The Supplier shall thoroughly train its staff to fully comply with local and Environmental Protection Agency requirements for storage, spill containment/clean-up, and reporting as may be required. Used grease shall be removed from the premises regularly to minimize the potential for spills.

23. **Trash Disposal.**

The Supplier shall maintain and always keep areas food service areas and the kitchen free of trash and debris. Such material shall be disposed of properly to ensure no food waste odors are created and no refuge for vermin exists.

24. **Licensing, Permits, Taxes.**

The Supplier shall, at its own expense, procure and keep in effect all necessary permits and licenses required for its performance under the contract, and shall post or display in a prominent place such

permits and/or notices as required by law. The Supplier shall pay for all taxes and assessments attributable to all food service operations, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.
The Supplier must comply with all applicable federal, state, and local laws, including but not limited to employment, compensation, OSHA regulations, sanitation, and food safety. Supplier shall:

- Act as an independent Supplier, not an agent of the City.
- Maintain unemployment insurance, workers' compensation, health exams, permits, and licenses as required by law.
- Pay all employees a lawful wage and bear all business-related costs, including permits, licenses, and applicable taxes.
- Comply fully with Florida Statutes Chapter 561.701-706 and all OSHA standards.
- Provide updated copies of all necessary licenses and permits to the City at each renewal.
- Supplier must maintain secure chemical storage, separate from food items, in compliance with local, state, and federal regulations. All food must meet Florida DBPR, USDA, and FDA standards.

25. **Network and Internet Access.**

The Supplier shall be solely responsible for securing and paying for any internet or network services required to support their operations. This includes, but is not limited to, services necessary for point-of-sale systems, digital menus, or music streaming. The MFEC does not provide internet connectivity for Suppliers, and any required access must be arranged independently with a local internet service provider.

26. **Utilities.**

The City shall provide electricity, gas, water, and repairs and maintenance to such services. The City shall not be liable to the Supplier or others for any loss, cost, or expense, which may result from the interruption or failure of any such service.

27. **Parking.**

Parking will be made available to Supplier's personnel.

28. **Security.**

Supplier shall be responsible for securing all entrance and exit doors to the Kitchen. Supplier shall be responsible for all risks for loss of kitchen equipment, smallwares, and food merchandise of any kind at all times, except to the extent such loss is a result of the sole negligence of the City.

29. **Key/Card Door & Gate Access System.**

In order to provide appropriate control, the City shall provide food service staff with either keys or access cards for points of egress at the Event Center. The Supplier shall be responsible for the cost of replacing lost or damaged keys and/or access cards; the cost of re-keying; and the cost of replacement of locking cylinders as a result of the Supplier's negligence and/or loss of keys and access cards. Any lost/stolen keys or access cards must be reported to the City within 24 hours.

30. **Pest Control.**

The City shall provide pest control services to food service areas and the kitchen.

31. **Customer Service Expectations.**
The Supplier shall provide excellent customer service at all food service events, which shall include but not be limited to, clear menu signage and trained staff to answer questions and respond to food service special circumstances and dietary needs. The Supplier will ensure food services have a trained and experienced staff to provide immediate response to customers via telephone, email, website, and in person, regarding issues of food services at all times. The Supplier shall inform the City of any customer issues.

32. **Retained Rights and Responsibilities.**
The **City of Port St. Lucie**, through the **MIDFLORIDA Event Center (MFEC)**, retains the following rights and responsibilities, which shall remain in full effect throughout the term of any agreement with the Supplier:

- The right to inspect the kitchen, food service areas, and any food or beverage items being prepared, served, or stored on the premises, at any time, without prior notice.
- The right to review and approve the Supplier's designated location manager or primary on-site representative.
- The right to establish and enforce policies that prohibit the sale, distribution, or provision of specific food items, beverages, or merchandise on City property, at the City's sole discretion.
- The right to temporarily suspend "the exclusivity" of alcoholic beverage service by the Supplier if it is determined to be in the best interest of the MFEC to secure certain events where alcohol sales (and who provides it) is dependent on whether or not that said Event can be booked at the MFEC.
- The right to **grant authorization to other approved vendors or entities to sell, distribute, or serve alcoholic beverages** at events or on City property, regardless of the Supplier's existing agreement. This includes City-sponsored events, community festivals, or any occasion where MFEC deems alternate alcohol service necessary or appropriate.

33. **Staffing / Personnel.**
The Supplier shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of all services specified under the contract. The Supplier shall provide back-up personnel in times of staff shortages due to vacations, illness, labor disturbances, and inclement weather, to maintain service. Hiring and firing of personnel shall be the sole responsibility of the Supplier. The City reserves the right to have final approval as to the number of employees required to work during any such time at an event. City shall have the right to require the Supplier to permanently remove from the event center or reassign any Personnel if their performance is deemed unsatisfactory by the City.

34. **Supplier Conduct.**
The Supplier shall be responsible for the actions of its employees, agents, and independent suppliers hereunder and for the payment of all taxes, wages, benefits, and other costs associated with such people.

35. **ADA.**

The Supplier shall comply with the Americans with Disabilities Act (ADA).

36. **Employment Laws.**

The Supplier shall comply with all applicable local, state, and federal employment requirements.

37. **Background Checks.**

- Supplier maintains full responsibility for the actions of their employees and will be fully responsible for enforcing and implementing an appropriate background check process. Disqualifying convictions or charges include, but are not limited to, sexual offenses, criminal/violent offenses, and drug offenses.
- In compliance with the National Child Protection Act of 1993, the minimum background check process shall include, but not be limited to, the following checks:
    - A state and federal criminal history check covering a minimum of seven (7) years utilizing the Florida Department of Law Enforcement's Volunteer & Employee Criminal History System (VECHS);
    - Nationwide sex offender search; and
    - A Social Security number check.
- The background checks shall be at the Supplier's expense.

38. **Renovations.**

Any renovations or changes to the Kitchen, including but not limited to facilities and fixed equipment, and installation of new food concepts, must be approved by the City in writing prior to commencement of work and may, depending on the change or renovation, be at the Supplier's expense or the City's expense.

39. **Personal Property**.

Any and all personal property placed on City property by the Supplier, their employees, and/or sub-Suppliers shall be at their own risk, and the City shall not be held liable for any damages or losses to said personal property for any cause whatsoever.

SECTION IV
TIME OF PERFORMANCE

The Contract Period start date will be May 1, 2026 and will terminate three (3) calendar years thereafter on April 30, 2029. 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 V
RENEWAL OPTION

The initial term of the contract(s) is for three (3) calendar years from the execution date of the contract(s). PSL shall have two (2), one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of PSL. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract, shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, PSL may, with the written consent of the awarded Contractor(s), extend the contract(s) for such period of time as may be necessary to permit PSL's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this contract states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

NOTE: Contractor may exercise the option to renew by submitting a written submission one hundred eighty (180) days prior to the termination of the initial contract period.

SECTION VI
COMPENSATION

Payments will be disbursed in the following manner.

- Catering Sales **- 12%**
- Concession Sales **- 12%**
- Alcohol Sales **- 15%**
- Floral, Decorating, or other Food & Beverage Vendor Leasing/Licensing **- 12%**
- Catering/Concessions for City Agency Events Offsite (using City facilities or equipment) **- 12%**
- Gross Sales (kitchen maintenance, utilities, and repairs as needed) - **1% (minimum)**

Commission Fees shall be paid to the City within ten (10) business days following the last day of each month for all sales and Gross Receipts, including but not limited to Catering and Concessions sales for the immediately preceding calendar month. The Commission Fees shall be paid to the City and shall then be considered Gross Revenue of the City upon deposit in an account designated by the City.

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. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent, 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 determined by mutual agreement of the parties before starting the work involved in the change. 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 Manager shall be final and conclusive.

SECTION VIII
CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Solicitation and Specifications on file in the Procurement Management Division of the City. All documents submitted by the Contractor in relation to said bid, 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 IX
INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor's control in connection with the Contractor's performance of services under this Contract. To that extent, Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent, laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION X
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

SECTION XI:
INSURANCE

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 and 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 sovereign 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 and/or 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.

1. Workers' Compensation Insurance & Employer's Liability: 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 shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

2. Commercial General Liability Insurance: The Contractor shall agree to maintain 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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) 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. Coverage shall apply on a primary and non-contributory basis. 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. 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.

   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 shall be listed as additional insured and shall include Contract #20250193 – MIDFLORIDA Event Center Catering."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. All notices shall be sent to the Procurement Management Division, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984. 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.

4. Business Automobile Liability Insurance: 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 non-contributory basis.

5. Waiver of Subrogation: By entering into this Contract, Contractor agrees 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.

6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City of Port St. Lucie reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of Contract. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured, without the language, "when required by written contract." If Contractor, any independent contractors, and/or any subcontractors 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 may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but is not obligated, 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.

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

SECTION XII:
ACTS OF GOD

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

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, 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 make immediate contact 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 XIII:
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 or entity 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 the above parties is hereby expressly waived.

SECTION XIV:
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.

SECTION XV:
PUBLIC RECORDS

Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The Contractor and any 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 Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Laws. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, Contractor agrees to comply with all public records laws, specifically to:

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

A. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.

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

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

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

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

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.

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

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

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

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

TRADE SECRETS

Any material submitted to the City that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, the Contractor shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City for records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Contractor. Contractor shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

SECTION XVI:
SCRUTINIZED COMPANIES

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XVII:
CONTRACT ADMINISTRATION

Amendments. The City and the Contractor agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

Fiscal Year- All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Joint Venture. Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither Contractor nor any of Contractor's

agents, employees, subcontractors, or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors, including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Performance by Industry Standards. The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

Permits, Licenses, and Certifications. The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's Contract, and return it with the signed contract and insurance documents.

Use of Name or Intellectual Property. Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the City.

Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

SECTION XVIII:
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 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 agrees 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 are 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 himself 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 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. Tee shirts with obscene pictures or writings shall not 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.

Permits - The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's contract, and return it with the signed Contract and insurance documents

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies. Contractor 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 public entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies – If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the 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(s) are advised that nothing contained in the Contract or specifications shall create any contractual relations between the City and subcontractor(s) of the Contractor.

Labor and Equipment – The Contractor shall utilize experienced personnel 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.

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, bitumen's, 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 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 it 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 structure, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Contractor shall provide workmen that shall make do 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 341984-5099 (772) 871-5175

SECTION XIX:
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required materials have 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 materials have 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 VI. However, if, upon 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 it 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 monies due to the Contractor or his Surety.

Repair, Maintenance, and 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.

Contractor shall provide in the Budget, as a Direct Operating Expense, and on an annual basis, a maintenance fund which will be determined based on a percentage of anticipated annual Gross Receipts as mutually determined by Contractor and the City. This fund shall be reviewed and adjusted periodically to maintain its appropriate percentage of Gross Receipts. This fund shall be collected and controlled by the City and used by the City's approval, for the periodic maintenance (PM) of the City's equipment and facilities used by Contractor. Using this fund, the City shall provide, at its expense, normal and routine PM maintenance on all the City's equipment and facilities that are utilized in performance of their duties of this contract, including the equipment used by Contractor in performing Contractor's obligations under this Agreement.

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 XX:
LICENSING

Contractor warrants that it and its employees possess all licenses and certifications necessary to perform required work and is not in violation of any laws. Contractor warrants that such licenses and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XXI:
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets – The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40 CFR 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the Contract.

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

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

SECTION XXII:
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. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty. The City's consent to any assignment is strictly conditioned upon the third party assuming all obligations under the Contract as it exists at the time of the assignment and/or assumption. Contractor shall ensure that any business transaction complies with the terms of this section, and failure to so comply shall render any alleged assignment and/or assumption void.

SECTION XXIII:
TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law, to the extent allowed by applicable federal or state law, including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state laws;
V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;

VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
VII. The Contractor furnished any statement, representation, or certification in connection with the Contract, which is materially false, deceptive, incorrect, or incomplete.

Notice of Default. Except in the case of an irreparable or irreversible breach, default, or noncompliance, which shall be governed as provided below, if there is a default, breach, or noncompliance event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach, default, or noncompliance be remedied within the period specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the City may:

I. Immediately terminate the Contract without additional written notice(s); and/or
II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may 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.

Irreparable or Irreversible Breach, Default, or Noncompliance. The parties agree that there may be certain breaches, defaults, or acts or omissions of noncompliance that are, by their very nature, irreparable or irreversible. In the event of a breach, default, or noncompliance that is irreparable or irreversible, the City may immediately terminate this Contract upon notice of its decision to exercise this termination right, without providing prior notice or a remedy period. Whether a breach, default, or noncompliance is irreparable or irreversible will be determined in the sole discretion of the City.

Termination for Convenience. The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least thirty (30) days' prior written notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.

Conversion of Termination for Cause to Termination for Convenience. If the City terminates this Contract for cause, and the basis for such termination is later found to be insufficient, than the termination shall automatically convert to a termination for convenience. In such an instance, the notice provided in the Notice of Default or Irreparable or Irreversible Breach, Default, or Noncompliance sections shall serve as the City's notice for termination for convenience.

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 dollars ($100.00) as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed. The parties agree that this amount represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of City's actual damages at the time of contracting. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount thereof. This shall be the City's sole remedy as to these delays. Any other provision herein that provides for multiple, alternative, discretionary, or cumulative relief, shall not apply to this paragraph.

SECTION XXIV
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City effective the last date for which funding was appropriated and that no charges, penalties, or other costs shall be assessed.

SECTION XXV:
LAW, VENUE, AND WAIVER OF JURY TRIAL

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, arising out of this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

The parties to this Contract hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXVI:
CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor 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 Contractor shall terminate its relationship with the other client(s) 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 Contractor shall disclose all its Treasure Coast clients and related Scope of Work.

SECTION XXVII:
PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXVIII:
ATTORNEY'S FEES

Each party is responsible for its own attorney's fees for any action arising from or related to this Contract. Each party expressly waives any right to seek attorney's fees from the other party, regardless of the source of such right.

SECTION XXIX:
CODE OF ETHICS

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXX:
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXXI:
SEVERABILITY

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

SECTION XXXII:
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; original estimates; estimating worksheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed

between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

SECTION XXXIII:
FORCE MAJEURE

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes, and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with, provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXIV:
CONSTRUCTION

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XXXV:
E-VERIFY

The Contractor agrees to comply with section 448.095, Florida Statutes, including the following:

A. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. The Contractor must provide the City with sufficient proof of compliance with this provision before beginning work under this Contract.
B. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontractor with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
C. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.

D. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If the City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
E. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of the contract.
F. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

SECTION XXXVI:
NON-EXCLUSIVITY

The Contractor acknowledges and agrees that this Contract is non-exclusive.

SECTION XXXVII:
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION XXXVIII:
COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

SECTION XXXIX:
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements,

written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Contract #20250193

IN WITNESS WHEREOF, the parties have executed this Contract, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Purchasing Agent

CONTRACTOR

By: Victor Duarte
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF St Lucie)

The foregoing instrument was acknowledged before me by [ ] physical presence or [✓] online notarization, this 10th day of March, 2026, by Victor Duarte who is [ ] personally known to me, or who has [✓] produced the following identification: DRIVER LICENSE.

MARGARET M ARRAIZ
Notary Public - State of Florida
Commission # HH 239086
Expires on June 7, 2026

Margaret M Arraiz
Signature of Notary Public

Margaret M Arraiz
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires:

NOTARY SEAL/STAMP

Notarized remotely online using communication technology via Proof.

City of Port St. Lucie

20250193

MIDFLORIDA EVENT CENTER CATERING CONTRACT

RELEASE DATE: October 23, 2025
RESPONSE DEADLINE: December 3, 2025, 2:30 pm

Please refer to the project timeline in this document for all important deadlines.

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Attachments:

A - Sample Contract

B - MFEC Catering Kitchen Overview

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1. Introduction

1.1. Purpose of Procurement

Pursuant to the City of Port St. Lucie Code of Ordinances, Section 35.07, this electronic Request for Proposals ("RFP") is being issued to establish a contract with a qualified proposer who will provide MIDFLORIDA Event Center Catering Contract to the City of Port St. Lucie (hereinafter, "City") as further described in this RFP.

A descriptive overview of the City can be found at https://www.cityofpsl.com/discover-us/about-psl . Please visit the City's website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

1.2. Overview of the RFP Process

The objective of the RFP is to select one (1) qualified Proposer (as defined by Section 1 – "Purpose of Procurement") to provide the goods and/or services outlined in this RFP to the City. This RFP process will be conducted to gather and evaluate responses from proposers for potential award. All qualified Proposers are invited to participate by submitting responses, as further defined below. After evaluating all Proposers' responses received prior to the closing date of this RFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the RFP process will be posted to the electronic bidding system.

NOTE TO PROPOSERS: The general instructions and provisions of this document have been drafted with the expectation that the City will make a single award; however, please refer to "Selection and Award," of this RFP for information concerning the City's actual award strategy (single, multiple, split awards, etc).

The evaluation of proposals will be conducted in two phases.

Phase 1 – Initial Evaluation (80 Points)

- All proposals will first be evaluated and scored based on the criteria outlined in this solicitation.
- The Evaluation Committee will assign a maximum of 80 points during this phase.
- The three highest-scoring proposers will advance to Phase 2.

Phase 2 – Final Evaluation (20 Points)

- The shortlisted proposers will participate in Phase 2, which may include presentations, interviews, or demonstrations as determined by the City.
- The Evaluation Committee will assign up to 20 additional points during this phase.
- The proposer with the highest combined score from both phases will be recommended for award.

If three or fewer proposals are received, all proposers will automatically advance to Phase 2.

1.3. Schedule of Events

The Schedule of Events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur, which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date of this RFP. After the close of the RFP, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and the Contract term, on an as-needed basis, with or without notice.

Release of RFP:	October 23, 2025
Pre-Proposal Meeting (Non-Mandatory):	October 30, 2025, 2:30pm 9221 Civic Center Pl, Port Saint Lucie, FL 34952
Question Submission Deadline:	November 12, 2025, 5:00pm
Question Response Deadline:	November 19, 2025, 5:00pm
Response Submission Deadline:	December 3, 2025, 2:30pm https://teams.microsoft.com/meet/2847384650462?p=dHlK4n8Fpkh592uTMI Microsoft Teams Need help? Join the meeting now Meeting ID: 284 738 465 046 2 Passcode: MZ6US7AX For organizers: Meeting options

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations, and proposal revisions may not be required.

1.4. Official Issuing Officer (Procuring Agent)

Kevin Eggleston, Procurement Contracting Officer I

O. 772-344-4068

keggleston@cityofpsl.com

1.5. Definition of Terms

Please review the following terms:

-Proposer(s) – companies desiring to do business with the City (Also called "Bidder," "Contractor," or "Offeror.")

-City of Port St. Lucie ("City") – the governmental entity identified in "Purpose of Procurement," of this RFP.

-Immaterial Deviation – does not give the Proposer a substantial advantage over other Proposers.

-Material Deviation – gives the Proposer a substantial advantage over other Proposers and thereby restricts or prevents competition.

-Procurement Management Division ("PMD")- The City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.

-Responsible – means the Proposers, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

-Responsive – means the Proposer whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

-Sourcing Platform – OpenGov

Any special terms or words which are not identified in the City's RFP Document may be identified separately in one or more attachments to the RFP.

1.6. Contract Term

The Initial term of the contract(s) is for three (3) calendar years from the execution date. The City shall have two (2) 1-year option(s) to renew, which options shall be exercisable at the sole discretion of the City. Renewal(s), if provided and selected solely by the City, will be accomplished through the issuance of Contract Amendment.

In the event that the Contract(s), if any, resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new Contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the Contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The Contract(s) may be amended in writing from time to time by mutual

consent of the parties. Unless this RFP states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

1.6.1 Hours of Service

Contractor shall coordinate work hours with the City to accommodate the scheduling needs of the MIDFLORIDA Event Center. Flexibility is required, and services may be needed during nights, weekends, and holidays based on event demands.

The Contractor is responsible for ensuring adequate staffing during all scheduled service times. No additional compensation shall be provided for work performed outside standard business hours.

2. Scope of Work

Please note: The City will conduct an optional pre-proposal meeting. Refer to the Timeline section for details.

2.1. Scope of Work

Event Center Catering Requirements

1. **Introduction**

The **MIDFLORIDA Event Center** (hereafter referred to as the MFEC) is seeking proposals from qualified and experienced catering service providers to deliver high-quality food and beverage services for a variety of events held at the facility. The MFEC is a premier special event facility owned and operated by the City of Port St. Lucie. Strategically located along Florida's Treasure Coast—midway between Orlando, Miami, and Tampa—the MFEC serves as a regional hub for a wide array of events and activities that enhance quality of life and stimulate economic development within the community.

With over 400 event days annually, the MFEC welcomes more than 150,000 guests each year, hosting a dynamic schedule of public, private, and corporate events. These include conferences, banquets, weddings, expos, tradeshows, concerts, festivals, sporting events, and performing arts productions. This high volume of activity presents significant opportunities for approved caterers to serve a diverse clientele and grow their business within a vibrant, high-traffic venue.

The MFEC encompasses 100,000 square feet of versatile indoor and outdoor event space. Key features include:

- Two beautifully appointed ballrooms with flexible layouts
- A spacious, light-filled grand lobby ideal for receptions and networking
- A curated art gallery showcasing local and regional talent
- The Village Square, an open-air plaza equipped with a performance stage, ideal for festivals and large-scale gatherings that can hold 500-5,000 attendees
- Capacity to host banquet events for 10 to 700 guests (depending on layout) and theater-style seating for up to 1,400 attendees

To support catering operations, the MFEC is equipped with a 1,200+ square-foot commercial-grade catering kitchen designed for finishing, plating, and service preparation. The kitchen includes standard commercial appliances and prep areas and is available to approved caterers in accordance with facility policies and event needs.

The MFEC is committed to delivering exceptional service in a safe, well-maintained environment while preserving the integrity and financial sustainability of the facility. This document outlines the catering requirements and expectations for prospective caterers.

For more information, visit www.midfloridaeventcenter.com

2. **Applicability.**

This document shall be applicable to any contract incorporating this document for the initial period of performance, all renewal options identified, and any extensions as authorized by the City Ordinance.

3. **Location/Facilities.**

9221 SE Event Center Place, Port St. Lucie, FL 34952

4. **Hours of Operation.**
    - **The MIDFLORIDA EVENT CENTER**
        - Normal office hours are 8am – 5pm
        - Events may be scheduled on any day of the week, including weekends and holidays, and may occur during early morning hours (e.g., for breakfast service) or extend into late evening hours (e.g., for receptions or banquets).
        - The Supplier must be able to accommodate food and beverage service needs for events scheduled outside of standard office hours and ensure staffing and operations align with the timing and scale of each event.
        - Supplier shall have a location office (four-wall space provided by the City at no cost to SUPPLIER) with reasonable office hours to be mutually agreed upon by SUPPLIER and the CITY.
        - Supplier shall keep the food services open during the hours reasonably required to adequately meet public and client demand, as determined by the event, and, if the CITY should request, SUPPLIER shall close catering, concessions, or alcohol sales.

5. **Catering**

All catering within designated foodservice facilities is non-exclusive to the Supplier selected under the RFP. The right to provide catering elsewhere on the City's property is non-exclusive.

City has the right to allow an outside caterer to provide services under the City's Open Catering Program, allowing pre-approved vendors to provide food and non-alcoholic beverage service to clients who rent space in the center. City Equipment and Facilities granted to the SUPPLIER under this agreement shall not be used by outside caterers under the Open Catering Program. Alcoholic beverages sales under this program shall be retained by the Supplier (see section 9 "Alcohol" for further clarity).

6. **Scope of Work and Expectations**

- **General Responsibilities**

The caterer shall:

  - Provide full-service catering, including food preparation, delivery, setup, service, and cleanup.
  - Offer a variety of menu options to accommodate diverse clientele and dietary needs, including vegetarian, vegan, gluten-free, and allergen-sensitive options.
  - Employ professional, trained, and uniformed staff for all catered events.

- **Menu and Pricing**
  - Offer customizable menu packages to meet client preferences and event types.
  - Ensure transparency and consistency in pricing, with all fees, taxes, and gratuities clearly identified.

- **Food and Beverage Service Standards**
  - Ensure food safety and sanitation practices meet or exceed local health department requirements.
  - Maintain consistency in quality, freshness, and presentation of all food and beverages.
  - Offer options for plated service, buffet, stations, or passed hors d'oeuvres, as appropriate for the event.
  - Provide alcohol service with trained bartenders.

- **Scheduling and Coordination**
  - Work closely with the MFEC's management team to coordinate event logistics, including load-in/load-out times, kitchen access, and space requirements.
  - Submit event orders and staffing plans for each event at least 7 business days in advance.
  - Attend pre-event walk-throughs and post-evaluations as requested.

The selected Supplier shall manage the operation of catering, concessions, and any other food and beverage vendor leasing or licensing sales and operations at the MIDFLORIDA Event Center diligently, professionally, and in good faith. The Supplier must aim to maximize Gross Receipts and Net Revenues while ensuring prompt and courteous service to the public on an ongoing and consistent basis.
All food and beverages must be expertly prepared and presented in a professional manner, consistent with public facility industry standards. Hot food shall be served hot, and cold food shall be served cold, in accordance with local, state, and regional mandated standards. HACCP (Hazard Analysis of Critical Control Points) standards shall be utilized for receiving, storing, thawing, chilling, serving, and thermalizing all food.

7. **Staffing and Management**

Supplier shall maintain adequate, experienced, and qualified staff on duty at all times. Staff must have expertise in administration, supervision, menu planning, dietetics, production, purchasing, service, sanitation, marketing, and equipment use. The Supplier's manager shall be available to meet with clients and Event Center staff as needed and scheduled.

All Supplier employees should be neatly attired in clean uniforms with visible name tag identification while on duty. Management staff must also wear name tags and be dressed professionally (uniforms not required).

8. **Training and Development**

The supplier must provide ongoing, satisfactory training and development for all employees based on the Florida Department of Business & Professional Regulations and ensure that all staff are trained in safe work habits and proper equipment use. All safety incidents must be reported to the City immediately.

9. **Alcohol**

The City and Supplier shall co-hold a liquor license valid exclusively for the MIDFLORIDA Event Center except the MFEC reserves the right to temporarily suspend "the exclusivity" of alcoholic beverage service by the Supplier if it is determined to be in the best interest of the MFEC in order to secure certain events where alcohol sales (and who provides it) is dependent on whether or not that said Event can be booked at the MFEC.

The Supplier is responsible for obtaining necessary approvals and paying all associated licensing costs. The license shall always remain the exclusive property of the City. Upon contract termination or expiration, the license shall revert to the City. Supplier must assist in the reassignment process if necessary.

Supplier shall:

- Be the primary server of alcoholic beverages at the Event Center.
- Employ only qualified, state-certified personnel to serve alcohol.
- Exercise prudent judgment to ensure no alcoholic beverages are sold to minors or to those who are actually or apparently impaired.
- Disclose any alcohol violations within the past three years and steps taken to prevent recurrence.
- Securely store all alcoholic beverages.
- Ensure all employees serving alcoholic beverages are at least 21 years of age.
- Record alcohol sales separately from food and non-alcoholic beverage items. The city reserves the right to review documents at any time.
- Comply with all applicable federal, state, and local laws regarding alcohol service.

- The City of Port St. Lucie and/or MFEC management reserves the right to suspend or terminate alcohol service at any time if, in its sole discretion, such service poses a threat to public safety, violates applicable laws, or fails to comply with venue policies. The Supplier shall comply immediately with any such directive.
- Supplier shall promptly report to MFEC management any incident involving alcohol service, including but not limited to: over-intoxication, refusal of service, underage drinking, or injury related to alcohol consumption. A written report must be submitted within 24 hours of the incident.
- In the event of any suspension of the liquor license, Supplier shall, with approval of the City, secure an Interim Caterer/Concessionaire or make other arrangements to ensure the uninterrupted sale of alcoholic beverages. Should the City's commission revenue be adversely affected by a loss of Gross Receipts based upon the performance of the Interim Caterer/Concessionaire or the failure to maintain a liquor license, or should the City suffer a loss of revenues due to the loss of the liquor license, then the City shall be made whole by the Supplier. Supplier and City agree to cooperate to determine an Interim Caterer/Concessionaire. If the Supplier's license to sell alcoholic beverages is cancelled or revoked, the Supplier will be in breach of the established contract and the City may terminate the contract and seek proper damages.

10. **Tender Types.**

Food services at a minimum shall accept cash, credit, and bank debit. The Supplier shall be responsible for all expenses and collection of debts resulting from cash, credit card, and bank debit card transactions.

11. **Past Catering Revenue**

Total Estimated Gross Revenues:

- February '21 – December '22 $1,012,684.74 (2 years)
- January '23 – December '23 $602,281.21
- January '24 – December '24 $717,997.19

12. **Financial and Reporting Requirements**

The Supplier is responsible for the collection, retention, and accounting of all sales monies. Financial procedures and record-keeping must follow GAAP and be available for City inspection and audit. Supplier must:

- Provide a computerized monthly financial statement to the City within ten (10) business days following each month-end.

- Provide an annual report within forty-five (45) business days after each fiscal year-end (September 30), detailing gross receipts, operating expenses, and net revenues.

- Agree to periodic audits or audit reviews by the City or its designee.

- Supplier shall be responsible for all operating expenses regardless of the sufficiency of gross revenues.

- Supplier, utilizing its own funds and accounts, shall order, stock, prepare, pay for, and sell appropriate food and beverages at the MFEC. Title to said food and beverages shall be solely vested in the Supplier. Consumables shall be first quality, wholesome, and pure, and all consumables on hand shall be stored and handled with due regard for sanitation. All specific brands and quantities ordered and on hand must be approved based on public facility industry standards.

13. **Catering Commission Fees**

The City reserves the right to negotiate commission rates with the selected Supplier; however, the following minimum rates shall apply:

- **Catering Sales: 12% (or greater)**
- **Servers, Concessions, and Other Sales: 10% (or greater)**
- **Alcohol Sales: 15% (or greater)**
- **Gross Sales (kitchen maintenance, utilities, and repairs as needed): 1.75% (minimum)**

These commissions shall be calculated based on gross sales revenue, exclusive of sales tax. Final rates will be determined during contract negotiations and formalized in the agreement executed.

14. **Event Center Attendance:** Estimated 180,000 annually

15. **Number of Event Days:**

2022 Attendance 124,068 – 304 event days
2023 Attendance 134,404 – 400 event days
2024 Attendance 139,942 – 413 event days
2025 – October through September 30,2025 / 121,419 – 414 event days

16. **Event Coordination and Service**

Supplier must:

- Keep a booking record of all catering functions and share food and beverage details with event center staff prior to each event.
- Conduct a food and beverage tasting as part of the vetting and selection process for the contract. The tasting must represent the Supplier's proposed offerings and demonstrate quality, presentation, and service standards. Designated City and Event Center staff will evaluate the tasting as part of the final assessment prior to awarding the contract. See **Section 8 - Phase 2 (Food Tasting Requirement)** for details.
- Offer food and beverage tastings to clients upon request as part of the event planning process. These tastings should accurately reflect the menu selected for the event and meet the same quality standards expected during live service.
- Address proposed hours and days of operation on weekdays, weekends, and holidays.

17. **Health and Safety Compliance**

Supplier must:

- Report all fires, unsafe conditions, thefts, and safety hazards to the City immediately.
- Report and remedy any inspection citations or unsafe conditions immediately.
- Notify the City of any fire extinguisher use.
- Maintain sanitation standards for food storage and preparation.
- Meet all local, state, and federal receiving and storage regulations.

18. **Equipment**

The Supplier will be allowed the use of the City's existing inventory of catering and food service-related equipment (both loose and fixed) and supplies in performance of its contract. All City property shall remain the property of the City through the initial term of the contract and any subsequent renewals and/or extensions. Additionally, the MFEC kitchen and all property contained within are to be used ONLY and exclusively in support of MFEC and/or other City departments and are not to be used for any other purpose without written consent. An inventory verification process will be performed at the onset of the contract and repeated annually, through coordination of the City and Supplier's employees. Deficiencies must be reported annually. Upon termination of the contract, inventory of said equipment and supplies will be conducted by the City and the Supplier, with the Supplier reimbursing the City for the replacement cost of missing or damaged equipment and/or supplies, with normal missing, wear and tear expected.

The supplier is responsible for the following:

- Routine cleaning of all kitchen equipment and smallwares.
- Proper use and care of equipment and facilities per manufacturer specifications.
- First-level preventive maintenance.
- Safe use and storage of all chemicals.

- Cleaning of the hood exterior and interior surfaces and filters below the ceiling level.
- Operating a secure electronic point of sale (POS) system during all business hours. Supplying the POS system and the method of connectivity is the sole responsibility of the catering company.
- Furnishing and maintaining necessary office equipment (computers, printers, copiers, etc.).

19. **Facilities and Facility Maintenance.**

Due to the fault or neglect of the Supplier, the Supplier shall be responsible for any damages to the Kitchen and kitchen equipment and smallwares. Compensation for any misuse by the Supplier shall be paid to the City by the Supplier within thirty (30) days of the determination or prior to any renewal of the Agreement, whichever is earlier.

The City shall, at the City's expense, provide maintenance personnel and maintenance services, parts, and supplies required to properly maintain the building.

20. **Housekeeping, Trash Removal, and Sanitation**.

The Supplier shall be responsible for maintaining an immaculate kitchen and highly sanitary food service areas. The supplier must maintain a County Health Department rating of "A" and a copy of inspection reports must be provided to the City. The supplier must immediately remedy any shortcomings identified by the County Health Department that are within its control and responsibility. Failure to take immediate remedial action will be considered a material breach of the contract, which, if incurred, would allow the City to terminate the executed contract.

21. **Housekeeping and Sanitation Services.**

The Supplier must dispose of all food service refuse, waste, and byproducts in a manner compliant with all applicable statutes, ordinances, codes, and regulations. The MFEC will provide appropriate on-site waste receptacles for this purpose; however, it is the Supplier's responsibility to ensure proper use, segregation (e.g., recycling), and timely disposal into designated containers.

- **Housekeeping.** At a minimum, the Supplier shall provide housekeeping, cleaning, and sanitation service, which includes necessary commercial equipment and supplies for the kitchen and other food service areas and food service equipment.

- **Cleaning and Sanitation Schedules.** The Supplier shall develop, implement, and update cleaning and sanitation schedules for all kitchen equipment and food service areas as assigned. Cleaning must always be sufficient to provide protective maintenance against unnecessary deterioration and provide a clean and neat appearance.

- **Housekeeping Sanitation.** The Supplier shall be responsible for:
  - Routine cleaning of the hoods, filters and pipes.

- Providing, cleaning and maintaining an adequate inventory of employee uniforms, aprons, towels and other related catering service items.

22. **Food Handler Certificates.**
The Supplier shall be responsible for providing food handler certificates and/or medical examinations required by law and shall make such records available for review upon the City's request. The Supplier shall, through daily inspection, ensure that food handlers are following established hygiene practices, including daily bathing, wearing clean outer clothing, maintaining short, clean fingernails, removing jewelry during food preparation, and proper hand washing.

23. **Supplier Employee Sanitation.**
The Supplier's employees shall be neat and tidy in appearance and shall follow general food service industry hygiene practices in the handling of food, including the use of gloves when necessary. The Supplier shall not allow employees with known illnesses, open sores, or other symptoms to work. Any contagious disease/illness must be reported immediately to the City.

24. **Grease Storage Areas.**
The Supplier shall thoroughly train its staff to fully comply with local and Environmental Protection Agency requirements for storage, spill containment/clean-up, and reporting as may be required. Used grease shall be removed from the premises regularly to minimize the potential for spills.

25. **Trash Disposal.**
The Supplier shall maintain and always keep areas food service areas and the kitchen free of trash and debris. Such material shall be disposed of properly to ensure no food waste odors are created and no refuge for vermin exists.

26. **Licensing, Permits, Taxes.**
The Supplier shall, at its own expense, procure and keep in effect all necessary permits and licenses required for its performance under the contract, and shall post or display in a prominent place such permits and/or notices as required by law. The Supplier shall pay for all taxes and assessments attributable to all food service operations, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.
The Supplier must comply with all applicable federal, state, and local laws, including but not limited to employment, compensation, OSHA regulations, sanitation, and food safety. Supplier shall:

- Act as an independent Supplier, not an agent of the City.
- Maintain unemployment insurance, workers' compensation, health exams, permits, and licenses as required by law.

- Pay all employees a lawful wage and bear all business-related costs, including permits, licenses, and applicable taxes.
- Comply fully with Florida Statutes Chapter 561.701-706 and all OSHA standards.
- Provide updated copies of all necessary licenses and permits to the City at each renewal.
- Supplier must maintain secure chemical storage, separate from food items, in compliance with local, state, and federal regulations. All food must meet Florida DBPR, USDA, and FDA standards.

27. **Network and Internet Access.**

The Supplier shall be solely responsible for securing and paying for any internet or network services required to support their operations. This includes, but is not limited to, services necessary for point-of-sale systems, digital menus, or music streaming. The MFEC does not provide internet connectivity for Suppliers, and any required access must be arranged independently with a local internet service provider.

28. **Utilities.**

The City shall provide electricity, gas, water, and repairs and maintenance to such services. The City shall not be liable to the Supplier or others for any loss, cost, or expense, which may result from the interruption or failure of any such service.

29. **Parking.**

Parking will be made available to Supplier's personnel.

30. **Security.**

Supplier shall be responsible for securing all entrance and exit doors to the Kitchen. Supplier shall be responsible for all risks for loss of kitchen equipment, smallwares, and food merchandise of any kind at all times, except to the extent such loss is a result of the sole negligence of the City.

31. **Key/Card Door & Gate Access System.**

In order to provide appropriate control, the City shall provide food service staff with either keys or access cards for points of egress at the Event Center. The Supplier shall be responsible for the cost of replacing lost or damaged keys and/or access cards; the cost of re-keying; and the cost of replacement of locking cylinders as a result of the Supplier's negligence and/or loss of keys and access cards. Any lost/stolen keys or access cards must be reported to the City within 24 hours.

32. **Pest Control.**

The City shall provide pest control services to food service areas and the kitchen.

33. **Customer Service Expectations.**

The Supplier shall provide excellent customer service at all food service events, which shall include but not be limited to, clear menu signage and trained staff to answer questions and respond to food service special circumstances and dietary needs. The Supplier will ensure food services have a trained and experienced staff to provide immediate response to customers via telephone, email, website, and in person, regarding issues of food services at all times. The Supplier shall inform the City of any customer issues.

34. **Retained Rights and Responsibilities.**

The **City of Port St. Lucie**, through the **MIDFLORIDA Event Center (MFEC)**, retains the following rights and responsibilities, which shall remain in full effect throughout the term of any agreement with the Supplier:

- The right to inspect the kitchen, food service areas, and any food or beverage items being prepared, served, or stored on the premises, at any time, without prior notice.
- The right to review and approve the Supplier's designated location manager or primary on-site representative.
- The right to establish and enforce policies that prohibit the sale, distribution, or provision of specific food items, beverages, or merchandise on City property, at the City's sole discretion.
- The right to temporarily suspend "the exclusivity" of alcoholic beverage service by the Supplier if it is determined to be in the best interest of the MFEC to secure certain events where alcohol sales (and who provides it) is dependent on whether or not that said Event can be booked at the MFEC.
- The right to **grant authorization to other approved vendors or entities to sell, distribute, or serve alcoholic beverages** at events or on City property, regardless of the Supplier's existing agreement. This includes City-sponsored events, community festivals, or any occasion where MFEC deems alternate alcohol service necessary or appropriate.

35. **Staffing / Personnel.**

The Supplier shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of all services specified under the contract. The Supplier shall provide back-up personnel in times of staff shortages due to vacations, illness, labor disturbances, and inclement weather, to maintain service. Hiring and firing of personnel shall be the sole responsibility of the Supplier. The City reserves the right to have final approval as to the number of employees required to work during any such time at an event. City shall have the right to require the Supplier to permanently remove from the event center or reassign any Personnel if their performance is deemed unsatisfactory by the City.

36. **Supplier Conduct.**
The Supplier shall be responsible for the actions of its employees, agents, and independent suppliers hereunder and for the payment of all taxes, wages, benefits, and other costs associated with such people.

37. **ADA.**
The Supplier shall comply with the Americans with Disabilities Act (ADA).

38. **Employment Laws.**
The Supplier shall comply with all applicable local, state, and federal employment requirements.

39. **Background Checks.**
- Supplier maintains full responsibility for the actions of their employees and will be fully responsible for enforcing and implementing an appropriate background check process. Disqualifying convictions or charges include, but are not limited to, sexual offenses, criminal/violent offenses, and drug offenses.
- In compliance with the National Child Protection Act of 1993, the minimum background check process shall include, but not be limited to, the following checks:
    - A state and federal criminal history check covering a minimum of seven (7) years utilizing the Florida Department of Law Enforcement's Volunteer & Employee Criminal History System (VECHS);
    - Nationwide sex offender search; and
    - A Social Security number check.
- The background checks shall be at the Supplier's expense.

40. **Renovations.**
Any renovations or changes to the Kitchen, including but not limited to facilities and fixed equipment, and installation of new food concepts, must be approved by the City in writing prior to commencement of work and may, depending on the change or renovation, be at the Supplier's expense or the City's expense.

41. **Personal Property**.
Any and all personal property placed on City property by the Supplier, their employees, and/or sub-Suppliers shall be at their own risk, and the City shall not be held liable for any damages or losses to said personal property for any cause whatsoever.

3. Instructions to Proposers

This section contains general business requirements. By submitting a response, the Proposer is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Proposer's submitted pricing.

By submitting a response to the RFP, the Proposer is acknowledging that the Proposer:

1. Has read the information and instructions, and
2. Agrees to comply with the information and instructions contained herein.

3.1. General Information and Instructions

3.1.1 Familiarity with Laws and Regulations

It is the responsibility of responding Proposers to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations, that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve it from Contract responsibility.

3.1.2 Restrictions on Communicating with Staff/ Cone of Silence

From the issue date of this RFP until the time of City Council's approval of the award or the City Manager's approval when proposal amount is below the required formal solicitation threshold (or the RFP is officially canceled), Proposers are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, during the Bidders'/Offerors' conference (if any), as defined in this RFP, or as provided by existing work agreement(s). This is commonly known as a Cone of Silence during the procurement process as identified in the City Code of Ordinances, Section 35.13. Prohibited communication includes all contact or interaction, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Proposer violating this provision. Further information on this topic can be found on the Cone of Silence and RFP Communication Document.

3.1.3 Submitting Questions

All questions concerning this RFP must be submitted in writing on the OpenGov Platform during the Question and Answer open period. Please select the Question and Answer tab in the RFP project and click the "Ask Question" option. Once the question has been entered, select the "Submit Question" button. Enter a subject in the Subject field and then type the question in the Question field below. Once finished, select "Submit." No questions other than written will be accepted. No response other than written will be binding upon the City. All Proposers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Proposers are cautioned that the City

may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section.

3.1.4 Attending Bidders'/Offerors' Conference

The Bidders'/Offerors' Conference or any other information session (if indicated in the Schedule of Events) will be held at the locations referred to in "Schedule of Events," of this RFP. Unless indicated otherwise, attendance is not mandatory, although Proposers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Proposers must attend the conference in its entirety to be considered eligible for Proposers award. The Proposer is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Proposers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

3.1.5 The City's Right to Request Additional Information- Proposer's Responsibility

Prior to Contract award, the City must be assured that the selected Proposer has all the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Contractor's ability to perform, if awarded, the City has the option of requesting from the Proposer any information deemed necessary to determine the Proposer's responsibility. If such information is required, the Proposer will be notified and will be permitted approximately ten (10) business days to submit the information requested.

3.1.6 Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. Proposer's response must be complete in all respects, as required in each section of this RFP.

3.1.7 Rejection of Proposals; The City's Right to Waive Immaterial Deviation

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Proposer's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements, provided that, all the otherwise Responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this RFP.** A Proposer's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material

Deviation from the RFP requirements, which determination will be made by the City in its sole discretion and on a case-by-case basis.

NOTE: The City reserves the right to reject the Bid of any Proposer who has previously failed in the performance of an award, to deliver contracts of a similar nature on time, or who is not in a position to perform properly under this award. 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. Please see section 287.133, Florida Statutes, for further information regarding business transactions with companies that have been convicted of public entity crimes.

3.1.8 The City's Right to Amend and/or Cancel the RFP

The City reserves the right to amend this RFP. All revisions must be made in writing prior to the RFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the RFP known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Proposer shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any revisions/additions made in writing prior to the close of the RFP, whether or not such revision occurred prior to the time the Proposer submitted its response), unless expressly stated otherwise in the Proposer's response. THEREFORE, EACH PROPOSER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE PROPOSER'S RESPONSE PRIOR TO THE CLOSE OF THE RFP. All Notice(s) to Proceed with Negotiations and/or Notice of Intent to Award (NOIAs) will be posted as referenced in Section 7.8 - "Public Award Announcement," of this document. **Finally, the City reserves the right to amend or cancel this RFP at any time.**

3.1.9 Assigning of the Contract & Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Proposer shall not assign, sell, transfer, or otherwise dispose of the awarded Contract or any portion thereof, or of the work provided for therein, or of its right, title, or interest therein, to any person, firm, or corporation without the prior written consent of the City.

Each Proposer shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet. The successful Proposer(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 a list shall be accompanied by an experience statement for each such subcontractor, supplier, person, or organization, if requested by the City. The City, if after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, the City may, before the Notice of Intent Award is given, request apparent successful Proposer to submit an acceptable substitute without an increase in Bid price.

If the apparent successful Proposer(s) declines to make any such substitution, the City may award the Contract to the next acceptable Proposer(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 Proposer(s). Any subcontractor, supplier, other person, or organization listed and to whom the City does not make written objection prior to the giving of the Notice of Intent to Award, shall be deemed acceptable to City, subject to revocation of such acceptance after the effective date of the Contract.

No subcontract which Proposer enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Proposer of any responsibility, obligation, or liability under the Contract, and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations, and responsibilities of the Proposer under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a subcontractor from performing work under the Contract at any time, with or without cause.

3.1.10 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the original Contract at the sole discretion of the City.

3.1.11 Protest Process

Proposers should familiarize themselves with the procedures set forth in City Code of Ordinances, Section 35.15. By submitting a response to this RFP, the Proposer certifies that it is on notice of Section 35.15, understands the procedures set forth therein, and acknowledges it is bound by the protest process therein.

3.1.12 Costs for Preparing Responses

Each Proposer's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.

3.1.13 Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by City ordinances and state and federal laws. Any material that is submitted in response to this RFP, including anything considered by the Proposer to be confidential or a trade secret, will become a public document pursuant to Chapter 119, Florida Statutes. Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to section 119.07, Florida Statutes. Therefore, the Proposer is hereby cautioned NOT to submit any documents that the Proposer does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Proposer may be marked as "confidential," "proprietary," etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Proposers should review Chapter 119, Florida Statutes for all updates before requesting exceptions from Chapter 119.

3.2. Submittal Instructions

Submittal Instructions to Electronic Bidding System

Listed below are key action items related to this RFP. The **Schedule of Events** Section identifies the dates and time for these key action items. This portion of the RFP provides high-level instructions regarding the process for reviewing the RFP, preparing a response to the RFP, and submitting a response to the RFP.

3.2.1. RFP Released

The release of the RFP is through the posting of this project in OpenGov, the City's electronic bidding system. Each Proposer interested in competing to win a Contract award must complete and submit a response to this RFP in OpenGov. Therefore, each Proposer MUST carefully review the submittal instructions.

3.2.2. RFP Review

The RFP 20250193 consists of the following: this document, entitled "MIDFLORIDA Event Center Catering Contract," and any and all information included in the RFP, as posted to OpenGov, including any and all documents provided by the City as attachments to the RFP or links contained within the RFP or its attached documents.

Please carefully review all information, including all documents available as attachments or available through links. Any difficulty accessing or opening provided links or documents should be reported immediately to the Issuing Officer.

3.2.3. Preparing a Response

When preparing a response, the Proposer must consider the following instructions:

1. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
2. Proofread your response and make sure it is accurate and readily understandable.
3. Label any and all uploaded files using the corresponding section numbers of the RFP as specified by the City.
4. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Proposer's response may be considered incomplete and disqualified from further consideration.
5. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following formats: Microsoft Office and portable document format file (PDF). Unless the RFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer, Kevin Eggleston, prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the Proposer, the Contractor's response will be considered incomplete and disqualified from further consideration.

3.2.4. Reviewing, Revising, or Withdrawing a Submitted Response

After the response has been submitted, the Proposer may view and/or revise its response by logging into OpenGov. Please take note of the following:

A. REVIEW AND REVISE. Proposers may modify their submittal electronically via the City's electronic bidding system at any time prior to the scheduled due date and time for submission. In order to revise, the Proposer must navigate to their submitted response via the City's electronic bidding system and then click "Unsubmit Response." At this point, Proposer's response is no longer submitted. Proposer should make the changes required and promptly re-submit its response before the submission date and time.

B. WITHDRAW. Proposers may withdraw their submittal electronically via the Portal at any time prior to the scheduled due date and time for submission. In order to withdraw, the Proposer must navigate to their submitted proposal via the City's electronic bidding system and then click "Unsubmit Response". In the event a Proposer desires to withdraw its response after the closing date and time, the Proposer must submit a request in writing to the Issuing Officer.

3.3. Proposal Format

Instructions to Respondents

The Respondent's proposal must be submitted in accordance with these instructions. Failure to follow these instructions may be cause for rejection of the proposal. For ease of review, submittals should be tabbed and divided in accordance with the sections outlined below with pages sequentially numbered. Submittals should be concise, provide only the information requested, and adhere to the page limits if applicable set forth herein.

Proposals must include the following information in this order:

Title Page

Title Page shall show the request for proposal's subject, title, and proposal number; the Contractor's firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

Table of Contents

To facilitate organization and efficient review of proposal submittals, Respondents must include a Table of Contents that clearly identifies all items required under Tabs 1-5.

Tab 1- Proposal Factors

1. Proof of continuous ownership and operation for at least five (5) years (e.g., Sunbiz record, business license).
2. Brief company overview including founding date, services offered, and relevant catering/food service experience.
3. Six (6) catered event references (minimum 150 guests each):
    1. Three (3) buffet service events
    2. Three (3) plated service events
    3. For each, include: client name, event type, date, guest count, and contact details (name, title, phone, email)

Tab 2 - Organizational Capacity

1. Describe the management and reporting structure specific to this contract.
2. Indicate the percentage of your current employees who reside in the City of Port St. Lucie or St. Lucie County.
3. Indicate the percentage of your vendors who are based in the City of Port St. Lucie or St. Lucie County.
4. List which levels of staff receive training and the method of delivery (e.g., online, in-person).

5. Describe training frequency and topics related to safety and sanitation.
6. Provide an overview of your company's HACCP (Hazard Analysis and Critical Control Points) program.
7. State your company policy on ServSafe certification, including which roles require it and how compliance is tracked.
8. Describe your approach to daily cleaning, sanitation, and general care of assigned kitchen and food service areas. Include procedures for ensuring compliance with health and safety standards.
9. Outline your preventive and routine maintenance protocols for food service equipment. Include your current maintenance schedule, responsible personnel, and procedures for addressing urgent repairs or breakdowns.

Tab 3 - Commission Rates

1. Provide proposed commission rates (as a percentage of gross sales) for each of the following categories:
    1. Catering Sales
    2. Concession Sales
    3. Alcohol Sales
    4. Floral, Decorating, or other Food & Beverage Vendor Leasing/Licensing
    5. Catering/Concessions for City Agency Events Offsite (using City facilities or equipment)

Tab 4 - Catering / Concessions Operations

1. Describe your process for accommodating client-driven menu changes or seasonal updates for both catering and concessions.
2. Provide one example where you adapted your menu to retain a client. Include the situation, what changed, and the result.
3. Outline the range of your catering capabilities including:
    1. Event size
    2. Types of cuisine offered
    3. Service styles (e.g., buffet, plated, stations)
4. Describe the range of concessions you provide to current clients.
5. Attach a copy of your most recent catering menu.

6. Provide a sample catering agreement used for your clients. Redact sensitive information if necessary.
7. Identify what you consider to be the top elements of a successful catering event (e.g., staffing, timing, communication, etc.).
8. Report the number of catered events & the number of concession events serviced in your last full fiscal year.
9. Provide a sample client invoice showing typical food and beverage pricing, taxes, and any applicable service charges.
10. Describe your billing approach, including tools or systems used to streamline invoicing.
11. Explain how your strategy supports client satisfaction, repeat business, and billing accuracy.

*All required **Additional Proposal Mandatory Forms** must be completed and included with the submitted proposal. The **Mandatory Forms** are available in **Section 11 – Vendor Submission Requirements and Attestations** and can be downloaded, filled out, and uploaded in the designated fields within the project on OpenGov.

4. General Insurance

The Proposer 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 and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Proposer 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, and as may be amended from time to time, 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, and/or 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.

4.1. Indemnification/Hold Harmless

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under the Contract. To that extent, Contractor shall pay any and all such claims and losses and shall pay any and all such costs and judgements which may issue from any lawsuits arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of the Contract.

4.2. Workers' Compensation Insurance & Employer's Liability

The Contractor/Vendor shall agree to procure and 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, 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(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

4.3. Commercial General Liability Insurance

The Contractor/Vendor shall agree to procure and maintain 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

4.4. Additional Insured

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 and non-contributory. 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 shall extend to independent consultants 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 insurance, 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 Liability policies. 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 shall be listed as additional insured and include Contract #20250193 - MIDFLORIDA Event Center Catering."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. 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 endorsement shall be attached to the Certificate of Insurance.

4.5. Business Automobile Liability Insurance

The Vendor 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 Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor 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 and non-contributory basis.

4.6. Waiver of Subrogation

By entering into this Contract, the Vendor agrees 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 the Vendor 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 Vendor enter into such a Contract on a pre-loss basis.

4.7. Deductibles

All deductible amounts shall be paid for and be the responsibility of the Vendor for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

4.8. Compliance

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

responsibility of the Consultant to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language “when required by written contract”. If the Consultant, independent contractor and/or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant/independent contractor/subcontractor.

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

The City by and through its Risk Management Department reserves the right, but is not obligated, 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.

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

4.9. Professional Liability Insurance

Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the City reserves the right, but is not obligated, to review and request a copy of Consultant’s most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, Consultant warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

4.10. Requirements for Insurance

Within ten (10) business days of award, the awarded Contractor must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the contract number and the City as the Additional Insured party, as identified herein. The Contractor’s submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates and endorsements are provided.

4.11. Liquor Liability Insurance

The Contractor shall procure and agree to maintain Liquor Liability Insurance throughout the term of this Agreement, for the serving and selling of intoxicating beverages with limits of $1,000,000 per occurrence. Coverage shall on apply on a primary and non-contributory basis. City shall be listed as an Additional insured. A waiver of subrogation must be provided in favor of the City.

5. Certification

5.1. Certification

Proposal Certification

By responding to this solicitation, the Proposer understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which, when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Proposer and the City; and
2. That the Proposer guarantees and certifies that all items included in the Proposer's response meet or exceed any and all of the solicitation's identified specifications and requirements, except as expressly stated otherwise in the Proposer's response; and
3. That the response submitted by the Proposer shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Proposer's offer may be held open for a lengthier period subject to the Contractor's consent; and
4. That the Proposer's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Proposer understands and agrees that collusive bidding is a violation of City ordinance and state and federal laws and can result in fines, prison sentences, and civil damage awards.

6. RFP Proposal Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. The City has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The City will not tailor these needs to fit particular solutions Proposers may have available; rather, the Proposers shall propose to meet the City's needs as defined in this RFP. All claims shall be subject to demonstration. Proposers are cautioned that conditional proposals, based upon assumptions, may be deemed non-Responsive.

Unless requested otherwise, all responses must be provided in the format identified in the Section 3.2 - "Submittal Instructions." Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the Proposer's response.

By submitting a proposal, the Proposer acknowledges the detailed technical requirements and related services for this Sourcing Event.

6.1. Technical Proposal Introduction

All the items described in this section are service levels and/or terms and conditions that the City expects to be satisfied by the selected Proposer. Each Proposer must indicate its willingness and ability to satisfy these requirements in their response.

6.2. Proposer General Information

Each Proposer must complete all the requested information in the **Proposer's General Information Worksheet** in the Vendor Submission Requirements and Attestations Section.

6.3. Mandatory Requirements

As noted in the preceding section, this RFP contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the Proposer in order to be considered Responsive, and, therefore, eligible for Contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this RFP document.

2. Requirements contained in any attachment to the Sourcing Event, including any Mandatory Forms, Electronic Acknowledgements, and Proposal.

3. Copy of Current Insurance Certificate, Licenses, required Certifications, 3 years of Financial Statements, etc.

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed.

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered Responsive, Responsible, and eligible for award, all requirements identified as mandatory must be marked "Yes" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirements (e.g., responding "NO" that the Proposer does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the Proposer's response, except as otherwise provided in Section 8 - "Evaluation and Award," of this RFP. Please note some requirements may require the Proposer to provide product sheets or other technical materials.

It is strongly encouraged that all Proposers review all documents that are electronically attached to this RFP. Reviewing the documentation ensured that Proposers understand the full scope of the City's request.

6.4. Additional Information

Please access and review all the attachments provided by the City within the Project. If supplemental materials are requested by the City to be submitted by the Proposer as part of the technical proposal, the Proposer should upload these additional materials as directed by the City.

7. Proposal Evaluation, Negotiations, and Award

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the City based on a combination of technical and cost factors. Based on the results of the initial evaluation, the City may or may not elect to negotiate technical and/or cost factors as further described in the RFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of the section"Scoring Criteria," of this RFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the apparent successful Proposer(s) will be required to enter into discussions with the City to resolve any exceptions to the City's Contract. The City will announce the results of the RFP as described further in section "Public Award Announcement" of this RFP.

7.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Proposal was submitted by the deadline.
2. Proposal is complete and contains all required documents.

7.2. Best Value Analysis- See City Code of Ordinances, Section 35.12.

The following criteria will be used to select the bid that will provide the best value to the City:

1. Skill, workmanship, experience, and past performance demonstrated by the bidder or proposer in performing the same type of work or services as those sought by the City, or the experience, expertise and quality of services demonstrated by the bidder or proposer for professional, consulting and other services;
2. Ability to meet the minimum qualifications or requirements of the solicitation;
3. Adherence to specifications, design, or the approach to the project or study, as applicable;
4. The Proposer's capacity to perform in terms of personnel, equipment, facilities, licensing, and ability to meet time requirements and schedules;
5. The Proposer's capacity to perform in terms of financial viability, ability to provide required insurance and business tax receipts, and bonding capacity, if applicable;
6. Prices, costs, or rates in relation to the goods, supplies, materials, equipment or services sought to be procured, except as provided by Consultant's Competitive Negotiation Act (CCNA), as applicable. Lowest price is not the sole determining factor of best value;

7. Life cycle costs of the goods, supplies, materials, equipment or services to be procured;
8. Any other factor specific to the particular solicitation that is specifically described in the procurement solicitation document;
9. City Code of Ordinances, Section 35.14, Local Preference in Purchasing or Contracting;
10. The total cost of ownership of the products or services and their impact on the City's budget in future years.

The element of price is but one of the criteria elements. When considering a proposal, the City will:

1. Evaluate the pricing offered by the Proposer; consider lifecycle costing, depreciation, and service contracts.
2. Determine what proposal provides the best value to the City.

Value Added: The amount or dollar value of a service that the Proposer may be able to provide the City:

1. Value added may be an actual amount given to the City as a signing bonus.
2. Value added may be equipment or services given to the City. In this case, the value will be determined by the City for the goods or services, not the Proposer.

Any prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offenses indicating a lack of business integrity or honesty; or any prior violation of the City's ethical standards may be considered when determining best value and may result in a Contractor not being awarded the project.

See City Code of Ordinances, Section 35.12.

7.3. Evaluating Proposal Factors

If the Proposer's proposal passes the Administrative/Preliminary Review, the Proposer's responses to "RFP Proposal Factors," will be submitted to the Evaluation Team for evaluation.

1. Review of Mandatory and Mandatory Scored Questions

The Evaluation Team will review each proposal in detail to determine its compliance with mandatory RFP requirements. Responses to both "Mandatory" and "Mandatory Scored" Questions will be evaluated on a pass/fail basis. If a proposal fails to meet a Mandatory and/or Mandatory Scored RFP requirement, the City will determine if the deviation is material. A Material Deviation will be cause for rejection of the proposal. An Immaterial Deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the "Mandatory" and "Mandatory Scored" Questions are considered "Responsive Proposals" at this point and will be scored in accordance with the point allocation in "Scoring Criteria," of this RFP.

The Proposer will receive a total technical score at the conclusion of the evaluation of the RFP Proposal Factors.

7.4. Local Preference in Purchasing or Contracting (City Code of Ordinances, Section 35.14)*

Except where otherwise provided by federal or state law, other funding source restrictions, or as otherwise set forth in the purchasing policy, the City shall give preference to local businesses in the following manner:

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request

for proposals is developed with evaluation criteria, a local preference of the total score may be assigned as follows:

1. Local Businesses which meet all the criteria for a Local Business as set forth in this section (City Code of Ordinances, Section 35.14), shall be given a preference in the amount of five percent (5%) of the total score of the Local Business.
2. The City Procurement Management Division shall have the sole discretion to determine if a Contractor meets the definition of a "Local Business."

2. Limitations

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the City Code and the City of Port St. Lucie Procurement Manual.
2. The provisions of this section shall not apply where prohibited by Federal or Florida law or where prohibited under the conditions of any grant.
3. The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Procurement Manual.
4. The provisions of this ordinance shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), Section 287.55, Florida Statutes.
5. The provisions of this section shall not apply to any procurement where the local nature of a business has been addressed through the scoring criteria.

*** Please review City Code of Ordinances, Section 35.14, for the full governing ordinance.**

7.5. Negotiations of Proposals and/or Cost Factors

The objective of negotiations is to obtain the Proposer's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE CITY URGES THE PROPOSER (1) TO SUBMIT ITS BEST RESPONSE, AND (2) NOT TO ASSUME THE PROPOSER WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

1. Overview of Negotiations

After the Evaluation Team has scored the Proposers' proposals, the City may elect to enter into one or more rounds of negotiations with all Responsive and Responsible Proposers, or only those Proposers identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those Proposers included in the competitive range must have highly scored proposals.

After each round of negotiations (if any), the Proposer must submit revisions to its proposal factors, which revisions will be scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the Proposers. Proposers may be removed from further participation in the negotiation process in the event the Evaluation Team determines the proposer cannot be considered Responsive and Responsible or based on the competitive range as defined in "Competitive Range."

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, negotiations and Proposal Revisions will not be required.

2. Negotiation Instructions

Listed below are the key action items related to negotiations. The City's Negotiation Committee may consist of the City's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the City's Evaluation Committee.

a. Negotiation Invitation: Those Proposers identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Proposers will be notified in writing:

1. The general purpose and scope of the negotiations;
2. The anticipated schedule for the negotiations; and
3. The procedures to be followed for negotiations.

b. Confirmation of Attendance: Proposers who have been invited to participate in negotiations must confirm attendance.

c. Negotiations Round(s): One or more rounds of negotiations may be conducted with those Proposers identified by the City's Evaluation Team.

3. Competitive Range

If the City elects to negotiate, the City may either (1) elect to negotiate with all Responsive and Responsible Proposers, (2) limit negotiations to those Proposers identified within the competitive range, or (3) limit negotiations to the number of Proposers with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those Proposers identified within the competitive range, the City will identify the competitive range by (1) ranking Proposers' proposals from highest to lowest based on each Proposer's Total Combined Score, and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of Responsive and Responsible Proposers is so great that the City cannot reasonably conduct negotiations (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked Proposers as determined by the Total Combined Score.

4. Negotiation Round Completion

As part of each round of negotiation, the City may or may not engage in verbal discussions with the Proposers. However, whether or not the City engages in verbal discussions, any revisions the Proposer elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer. All revisions received by the due date and time will be evaluated and re-scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the Proposers. Revisions which are not received prior to the due date and time cannot be considered; however, any Proposer failing to submit timely revisions will not be disqualified from consideration for award based on its final proposal as accepted by the City.

7.6. Selection and Award- Single Award

The City reserves the right to: (a) waive minor irregularities, variances, or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from Proposers; (d) request resubmissions from all Proposers; (e) award in whole, in part; or by line item; and (f) take any other action as permitted by law. The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right, the Contract awarded under this solicitation shall remain in effect as to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein. Proposer agrees and understands that any Contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one Contract under this solicitation, at its sole option.

The Responsive and Responsible Proposer receiving the highest Total Combined Score and with whom the City is able to reach agreement as to contract terms will be selected for award.

7.7. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits or to invite Proposers to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, local laws and/or ordinances, or an applicable grant, all Proposer requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Proposers are not permitted to revise their responses as part of the presentation and/or demonstration. Cost proposals and related cost information must not be discussed during the oral presentation of the Proposer's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined in Section "Negotiations of Proposals and/or Cost Factors." Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Proposer's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Proposer's name, RFP number, and item number. Failure of Proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Division.

7.8. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The NOIA is not notice of an actual Contract award; instead, the NOIA is notice of the City's expected Contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, Section 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

8. Scoring Criteria

8.1. Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Proposal Factors** 1. The Supplier must currently own and operate the proposed business and have done so continuously for a minimum of five (5) years. Please provide documentation verifying this, along with a brief overview of your company history and your experience in the food service industry. 2. Please provide six (6) client references with contact information for catered events with a minimum of 150 guests each. Please submit three (3) that were buffet service and three (3) that were plated service.	Points Based	10 *(12.5 % of Total)*
2.	**Organizational Capacity** 1. Provide management reporting structure through the organization for this overall account. 2. What percentage of your employees are City of Port St. Lucie or St. Lucie County residents? 3. What percentage of your vendors that supply your goods and services are City of Port St. Lucie or St. Lucie County businesses? 4. Which levels of personnel receive training and how (medium) is it delivered? Please note the type and frequency of training programs and mandated procedures that support safety, and sanitation. Include a description of your company's HACCP program. Include your company policy regarding ServSafe certification for employees. 5. Supplier is responsible for the proper use, care, and regular cleaning of all assigned kitchen and food service areas. Please describe your plan for maintaining these spaces. 6. The Supplier shall be responsible for performing routine and preventive maintenance on all existing and newly installed equipment to ensure safe, efficient, and uninterrupted operations. Please describe the maintenance procedures and schedule currently in place within your existing operations.	Points Based	15 *(18.8 % of Total)*

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Commission Rates

1. Commission Rate Proposal- Catering Sales
2. Commission Rate Proposal- Concession Sales
3. Commission Rate Proposal- Alcohol Sales
4. Commission Rate Proposal- Floral Sales, Decorating Sales, or any other food and beverage vendor, leasing or licensing by Supplier
5. Commission Rate Proposal- Food and Beverage Sales for Supplier's use of City's facilities and/or equipment to engage in, or provide, catering or concessions for City agency functions that occur off Event Center premises.

The Commission Rate will be evaluated objectively to ensure fairness and transparency.

1. **Base Points:** Vendors that meet the City's minimum required commission rate will automatically receive **10 points**.
2. **Additional Points:** Vendors will earn **1 additional point** for each full percentage point above the minimum commission rate, up to the maximum of **20 points**.
3. Additional points will only be awarded in whole percentage increments above the minimum commission rate; partial percentages (e.g., 0.5%) will not receive additional points.

<table>
<tr><th>Vendor Commission Rate</th><th>Evaluation Points Awarded</th></tr>
<tr><td>Meets minimum rate</td><td>10 points</td></tr>
<tr><td>Minimum + 1%</td><td>11 points</td></tr>
<tr><td>Minimum + 2%</td><td>12 points</td></tr>
<tr><td>Minimum + 3%</td><td>13 points</td></tr>
<tr><td>Minimum + 4%</td><td>14 points</td></tr>
<tr><td>Minimum + 5%</td><td>15 points</td></tr>
<tr><td>Minimum + 6%</td><td>16 points</td></tr>
<tr><td>Minimum + 7%</td><td>17 points</td></tr>
<tr><td>Minimum + 8%</td><td>18 points</td></tr>
<tr><td>Minimum + 9%</td><td>19 points</td></tr>
<tr><td>Minimum + 10% or more</td><td>20 points (maximum)</td></tr>
</table>

</td>
<td>Points Based</td>
<td>20 (25% of Total)</td>
</tr>
</table>

4.	**Catering / Concession Operations** 1. Describe your process and willingness to accommodate client-driven menu changes or seasonal updates for catering and concessions. 2. Provide an example of a time you had to adjust or pivot your menu in order to retain a client. What was the situation and outcome? 3. Describe the range of catering services you offer, including event size, cuisine types, and service styles (e.g., buffet, plated). 4. Describe the range of concessions you provide to your current clients. 5. Please provide a copy of your most recent catering menu. 6. Please provide a copy of your most recent catering contract for your clients. 7. What do you consider the most important elements of a successful catering event? 8. Please provide the number of catered events you serviced in your last fiscal year of operation. 9. Please provide the number of concession events you serviced in your last fiscal year of operation. 10. Please provide a sample invoice that includes food and beverage pricing, applicable taxes, and any service charges. 11. Describe your invoicing strategy, including any methods you use to simplify billing for clients and how this approach supports client retention or encourages repeat business.	Points Based	30 *(37.5 % of Total)*
5.	**Local Preference** In accordance with Ordinance 35.14. The five percent (5%) local preference will be applied to the final combined score after all phases of evaluation, including the Food Tasting Requirement, have been completed.	Points Based	5 *(6.3% of Total)*

8.2. Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)

1.	**Food Tasting Requirement** As part of the evaluation process, the top three (3) shortlisted vendors will be invited to participate in a mandatory food tasting at the MIDFLORIDA Event Center. The tasting will represent each vendor's proposed offerings and demonstrate quality, presentation, and service standards. The tasting will be conducted and scored by the City's Evaluation Committee using the **Tasting Score Card** published with this solicitation. Each Committee member will score independently, with results averaged and normalized to a maximum of 20 points. • **Purpose:** To evaluate culinary capabilities, presentation, and ability to meet the standards of the MIDFLORIDA Event Center. • **City-Provided Setup:** One 72" round table with black linen; glassware, plates, and silverware; access to the warming kitchen (warming cabinet, refrigerator, ice machine, prep tables, sink). • **Vendor Requirements:** ○ Tasting menu with descriptions ○ Two appetizer options ○ Two entrée options (one vegetarian) ○ One dessert option (optional) ○ Linen napkins, banquet uniform, and service setup (chafing dishes, Sterno) ○ Portions should be tasting-sized, not full meal portions • **Logistics:** Conducted at the MIDFLORIDA Event Center,	Points Based	20 *(100% of Total)*

	date/time set by Procurement; there will be 5 participants expected to attend the tasting. • **Allergen Disclosure:** Clearly identify any common allergens in the dishes (e.g., peanuts, gluten, shellfish). This disclosure is for awareness only and will not impact scoring. • **Scoring:** Each evaluator will score independently using the published Tasting Score Card. Scores will be averaged across evaluators and normalized to a maximum of **20 points**. Participation in the tasting is mandatory for shortlisted vendors. Failure to participate will result in disqualification.		

9. Contract Terms and Conditions

The contract that the City expects to award as a result of this RFP will be based upon the RFP, the successful Proposer's final response as accepted by the City, and all applicable Contract terms and conditions, which can be downloaded from from Attachments Section listed as **Attachment A – Sample Contract**. The "successful Proposer's final response as accepted the City," shall mean: the final cost and technical proposals submitted by the awarded Proposer and any subsequent revisions to the awarded Proposer's cost and technical proposals and the Contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the City, except that no objection or amendment by the Proposer to the RFP requirements or the Contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the Proposer's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this RFP. Proposers should plan on all expressed requirements within this RFP and City attached documents and links contained in this posted solicitation as being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Proposers. The City may supplement or revise Contract terms and conditions and/or service specific requirements before Contract execution.

Exception to Contract

By submitting a proposal, each Proposer acknowledges its acceptance of the RFP specifications, and the Contract terms and conditions without change. If a Proposer takes exception to a Contract provision or solicitation requirement, the Proposer must state the portion excepted, reason for the exception, and state the specific Contract language it proposes to include in place of the portion excepted. Any exceptions to the Contract must be uploaded and submitted as an attachment to the Proposer's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

In the event the Proposer is selected for potential award, the Proposer will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the Schedule of Events. Failure to resolve any contractual issues will lead to rejection of the Proposer. The City reserves the right to proceed to discussions with the next best ranked Proposer.

The City reserves the right to modify the Contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Proposer. Exceptions that materially change the terms or the requirements of the RFP may be deemed non-Responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Proposer an impermissible competitive advantage, as determined by the City, in its sole discretion, will be

rejected. If there is any question whether a particular contract exception would be permissible, the Proposer is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed contract (including any amendments accepted by both the City and the Proposer attached hereto), the RFP (including any subsequent addenda and written responses to Proposers' questions), and the Proposer's Response, any inconsistency or conflict shall be resolved as follows:

(i) First, by giving preference to the specific provisions of the executed Contract.

(ii) Second, by giving preference to the specific provisions of the RFP.

(iii) Third, by giving preference to the specific provisions of the Proposer's Response, except that objections or amendments by a Proposer that have not been explicitly accepted by the City in writing shall not be included in the Contract and shall be given no weight or consideration.

10. List of RFP Documents

The following documents make up this RFP. Please see Section 3 – “Instructions to Proposers” for instructions and Section 11 - "Vendor Submission Requirements and Attestations" on how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

1. Attachment A - Sample Contract

2. Project Blueprints

3. Mandatory Documents - see requirements in Section 11 - "Instructions to Proposers," and the required attachments listed in Section 11- "Vendor Submission Requirements and Attestations":

- Proposer’s General Information Worksheet, and
- E-Verify Form, and
- Non-Collusion Affidavit, and
- Supplier Location Certification (Local vendors Only), and
- Copy of W-9 (Vendor to provide), and
- Local Business License / Business Tax Receipt, and
- Copy of Certificate of Insurance (Vendor to provide), and
- Financial Statements
- Copy of your licenses(s) or certification(s) for this type of work; or in compliance with Chapter 489, Florida Statues, a copy of the certificate issues by the State of Florida (Vendor to provide), and

Electronic confirmation for the following forms:

- Cone of Silence and Communication Document, and
- Proposer's Code of Ethics, and
- Drug Free Workplace, and
- Affidavit of Nongovernment Entity Anti-Human Trafficking Laws. and
- Vendor Scrutinized Companies List Certification, and

**Any documents indicated in Section 6.3 - "Mandatory Requirements," of this RFP must be uploaded into the project as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as Non-Responsive.

11. Vendor Submission Requirements and Attestations

11.1. Mandatory Forms

*Proposal Upload**

*Response required

*Proposer's General Information Worksheet**

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

Please download the below documents, complete, and upload.

- PSL-_Consultant's_General_I...

*Response required

*E-Verify Form **

Please download the below documents, complete, and upload.

- E-Verify_Form.pdf

*Response required

*Non-Collusion Affidavit**

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit-fil...

*Response required

Supplier Location Certification

Please download the below documents, complete, and upload.

- Supplier_Location_Certifica...

*Copy of W-9**

*Response required

*Local Business License / Business Tax Receipt**

A copy of the current Local Business License (also known as a Business Tax Receipt or Occupational License) issued by the City, County, or other applicable jurisdiction where the Vendor is located.

*Response required

*Copy of Certificate of Insurance**

*Response required

*Financial Statements**

Financial statements for the past three (3) fiscal years, including at a minimum a Balance Sheet and Income Statement (Profit and Loss Statement). Statements will be reviewed and evaluated by the City's Finance Department to confirm financial stability.

*Response required

11.2. Electronic Confirmation

*Cone of Silence and Communication Document**

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "Cone of Silence" is in effect for this solicitation from the date the solicitation is advertised on the OpenGov Portal, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City Code of Ordinances, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through the Issuing Officer, for the procurement of these services.

☐ Please confirm

*Response required

*Drug Free Workplace**

The undersigned Contractor in accordance with section 287.087, Florida Statutes, hereby certifies that they comply fully with the below requirements.

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.

☐ Please confirm

*Response required

*Proposer's Code of Ethics**

The City of Port St Lucie (“City), through its Procurement Management Division (“Procurement Management Division”) 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 Division requires each vendor who seeks to do business with the City to subscribe to this Contractor’s Code of Ethics.

◆ A Contractor’s bid or proposal will be competitive, consistent and appropriate to the bid documents.

◆ A Contractor 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.

◆ Contractor 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.

◆ Contractor will completely perform any Contract awarded to it at the contracted price pursuant to the terms set forth in the Contract.

◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the Contract.

◆ Contractor 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.

◆ Contractor 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.

◆ Contractor 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.

◆ Contractor 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, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor 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:

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

o 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.

o 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.

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

☐ Please confirm

*Response required

*Affidavit of Nongovernment Entity Anti-Human Trafficking Laws**

In accordance with section 787.06(13), Florida Statutes, the representative of the nongovernmental entity bidder ("Entity"), attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in section 787.06.

☐ Please confirm

*Response required

*Vendor Scrutinized Companies List Certification**

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/media/mqodaonn/2024_12_17_-israel-scrutinized-companies-list-for-web.pdf

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

☐ Please confirm

*Response required

*I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.**

☐ Please confirm

*Response required

City of Port St. Lucie
Procurement Management Division
121 SW Port St. Lucie Blvd,, Port St. Lucie, FL 34984
(772) 871-5223

ADDENDA REPORT

RFP No. 20250193

MIDFLORIDA Event Center Catering Contract

RESPONSE DEADLINE: December 3, 2025 at 2:30 pm

Thursday, March 12, 2026

Addenda Issued:

Addendum #1

Oct 30, 2025 8:45 AM

Please use the See What Changed link to view all the changes made by this addendum.

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Creative Catering	X	Oct 30, 2025 12:25 PM	Karyn Boyd
NV & VD, LLC	X	Dec 2, 2025 3:59 PM	Victor Duarte

City of Port St. Lucie
Procurement Management Division
Nathaniel Rubel, Assistant Director
121 SW Port St. Lucie Blvd,, Port St. Lucie, FL 34984
(772) 871-5223

QUESTION & ANSWER REPORT

RFP No. 20250193

MIDFLORIDA Event Center Catering Contract

RESPONSE DEADLINE: December 3, 2025 at 2:30 pm

Thursday, March 12, 2026

Approved, Unanswered Questions

Approved, Answers Provided

1. Kitchen Inventory

Nov 12, 2025 12:07 PM

Question: Does the MIDFLORIDA Event Center's kitchen inventory provide the following: • Kitchen Utensils • Pots and Pans • Glassware • Silverware • Dinnerware If so, are you able to provide the quantity of each?

Nov 12, 2025 12:07 PM

Answered by David Stonehouse: Yes, we have everything needed for a plated service of 500, and for a buffet service of 700. Pots/pans/cooking utensils/warming ovens. All of it was available for review when we conducted our open house.

Nov 13, 2025 10:50 AM

2. Catering Commission Categories

Nov 12, 2025 12:11 PM

Question: In the RFP's scope of work, section 2.13, the minimum catering commission fees are outlined as such: • Catering Sales (12% or greater) • Servers, Concessions, and Other Sales (10% or greater) • Alcohol Sales (15% or greater) • Gross Sales – Kitchen Maintenance, Utilities, and Repairs as needed (1.75% or greater) Can you please elaborate on what you mean by the following two points: • Servers, Concessions, and Other Sales • Gross Sales – Kitchen Maintenance, Utilities, and Repairs as needed Specifically: • By servers, do you mean the hourly wage for the serving staff scheduled for events? • What specifically is under your concessions inventory? Meaning what will the awarded caterer be

responsible for, aside from scheduled catering events held at the MIDFLORIDA Event Center? • You list a percentage commission provided to the city from “kitchen maintenance, utilities, repairs”? Can you explain this please?

Nov 12, 2025 12:11 PM

Answered by David Stonehouse: Concessions and other sales refer to any additional charges the caterer imposes on the client beyond food or beverage, such as staffing fees, flowers, cake, etc. The MFEC gets a commission on that. Since the Caterer uses the kitchen, a percentage of the total gross sales (food, beverage, and concessions) is charged, which goes into our kitchen repair kitty to help partially cover expenses when repairs or services are needed. Concessions are a mobile bar and sale and service of snacks, sandwiches, etc. for home shows, conventions, expos. Etc. The caterer would need to provide the items for this and supply the necessary staffing.

Nov 13, 2025 10:50 AM

3. Catering Event Days

Nov 12, 2025 12:18 PM

Question: Based on the information provided in the RFP, section 2.11, the total estimated gross revenue between January 2024 – December 2024 is $717,997.19. Likewise, section 2.15 lists 413 event days in 2024. Out of 413 event days in 2024, how many were serviced by the MIDFLORIDA Event Center’s contracted caterer? Specifically, how many events were buffet/plated events? How many events only consisted of selling concessions? Based on these numbers, can you confirm that the MIDFLORIDA Event Center’s awarded caterer was responsible for more than 1 event per day?

Nov 12, 2025 12:18 PM

Answered by David Stonehouse: For fiscal year 24-25 53 in-house catering, food and beverage events 24 outside catering food and beverage events Opportunity for at least 10 events or more to have bar and concessions only Fiscal year 23-24 42 in-house catering, food and beverage events 14 outside catering food and beverage events. Yes, will be responsible for more than one event per day on occasion.

Nov 13, 2025 10:50 AM

4. Catering Staff Onsite

Nov 12, 2025 12:19 PM

Question: Is the MIDFLORIDA Event Center’s contracted caterer required to have staff physically onsite? If so, what is the required in-person schedule?

Nov 12, 2025 12:19 PM

Answered by David Stonehouse: No. The Caterer does not need to be onsite 100% of the time, just for the Events you have booked. For our Events, the Caterer operates exclusively out of our kitchen for whatever hours are necessary to meet the booked Event schedule.

Nov 13, 2025 10:50 AM

5. Catering Events Scheduled for 2026

Nov 12, 2025 12:20 PM

Question: How many events scheduled for 2026 (January – December) are requiring catering services from the MIDFLORIDA Event Center's contracted caterer?

Nov 12, 2025 12:20 PM

Answered by David Stonehouse: We don't know that answer yet. You can predict a good average by seeing what was done over the last few years as was stated in the RFP.

Nov 13, 2025 10:50 AM

6. Event Set Up

Nov 12, 2025 12:22 PM

Question: For catering events, does the MIDFLORIDA Event Center's awarded caterer set up the tables, chairs, dinnerware, glassware, silverware? Or is there a team in the MIDFLORIDA Event Center responsible for the floor plan and table setting set up?

Nov 12, 2025 12:22 PM

Answered by David Stonehouse: No, just the table scape, dinnerware, etc. Our Operations Team is responsible for the physical placement of tables and chairs.

Nov 13, 2025 10:50 AM

7. Elaborate on Event Hours

Nov 12, 2025 12:23 PM

Question: In section 2.4, the RFP states that events may occur "during early morning hours" and "late evening hours". Can you please provide the earliest start time and latest end time for an event hosted in the MIDFLORIDA Event Center?

Nov 12, 2025 12:23 PM

Answered by David Stonehouse: Earliest: 5-6 a.m. opening for breakfasts (depending on the scale of a breakfast)... Latest: 1 a.m. for load out from a significant dinner event, including Bar Service.

Nov 13, 2025 10:50 AM



MIDFLORIDA Event Center Catering Contract

RFP # 20250193

Proposal Submission Deadline: December 3, 2025, 2:30PM

Proposals Submitted: 2

Vendor	Status	Submission Date	No Bid Reason
Creative Catering	Submitted	11/25/2025 13:40	N/A
NV & VD, LLC	Submitted	12/2/2025 16:13	N/A

EVALUATION TABULATION

RFP No. 20250193

MIDFLORIDA Event Center Catering Contract

RESPONSE DEADLINE: December 3, 2025 at 2:30 pm

Report Generated: Monday, February 23, 2026

PHASE 2

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Proposal Factors	Points Based	10 *(10% of Total)*

Description:

1. The Supplier must currently own and operate the proposed business and have done so continuously for a minimum of five (5) years. Please provide documentation verifying this, along with a brief overview of your company history and your experience in the food service industry.
2. Please provide six (6) client references with contact information for catered events with a minimum of 150 guests each. Please submit three (3) that were buffet service and three (3) that were plated service.

Criteria	Scoring Method	Weight (Points)
Organizational Capacity	Points Based	15 *(15% of Total)*

Description:

1. Provide management reporting structure through the organization for this overall account.
2. What percentage of your employees are City of Port St. Lucie or St. Lucie County residents?
3. What percentage of your vendors that supply your goods and services are City of Port St. Lucie or St. Lucie County businesses?

4. Which levels of personnel receive training and how (medium) is it delivered? Please note the type and frequency of training programs and mandated procedures that support safety, and sanitation. Include a description of your company's HACCP program. Include your company policy regarding ServSafe certification for employees.
5. Supplier is responsible for the proper use, care, and regular cleaning of all assigned kitchen and food service areas. Please describe your plan for maintaining these spaces.
6. The Supplier shall be responsible for performing routine and preventive maintenance on all existing and newly installed equipment to ensure safe, efficient, and uninterrupted operations. Please describe the maintenance procedures and schedule currently in place within your existing operations.

Criteria	Scoring Method	Weight (Points)
Commission Rates	Points Based	20 *(20% of Total)*

Description:

1. Commission Rate Proposal- Catering Sales
2. Commission Rate Proposal- Concession Sales
3. Commission Rate Proposal- Alcohol Sales
4. Commission Rate Proposal- Floral Sales, Decorating Sales, or any other food and beverage vendor, leasing or licensing by Supplier
5. Commission Rate Proposal- Food and Beverage Sales for Supplier's use of City's facilities and/or equipment to engage in, or provide, catering or concessions for City agency functions that occur off Event Center premises.

The Commission Rate will be evaluated objectively to ensure fairness and transparency.

1. **Base Points:** Vendors that meet the City's minimum required commission rate will automatically receive **10 points**.
2. **Additional Points:** Vendors will earn **1 additional point** for each full percentage point above the minimum commission rate, up to the maximum of **20 points**.

3. Additional points will only be awarded in whole percentage increments above the minimum commission rate; partial percentages (e.g., 0.5%) will not receive additional points.

Vendor Commission Rate	Evaluation Points Awarded
Meets minimum rate	10 points
Minimum + 1%	11 points
Minimum + 2%	12 points
Minimum + 3%	13 points
Minimum + 4%	14 points
Minimum + 5%	15 points
Minimum + 6%	16 points
Minimum + 7%	17 points
Minimum + 8%	18 points
Minimum + 9%	19 points
Minimum + 10% or more	20 points (maximum)

Criteria	Scoring Method	Weight (Points)
Catering / Concession Operations	Points Based	30 *(30% of Total)*

Description:

1. Describe your process and willingness to accommodate client-driven menu changes or seasonal updates for catering and concessions.

2. Provide an example of a time you had to adjust or pivot your menu in order to retain a client. What was the situation and outcome?
3. Describe the range of catering services you offer, including event size, cuisine types, and service styles (e.g., buffet, plated).
4. Describe the range of concessions you provide to your current clients.
5. Please provide a copy of your most recent catering menu.
6. Please provide a copy of your most recent catering contract for your clients.
7. What do you consider the most important elements of a successful catering event?
8. Please provide the number of catered events you serviced in your last fiscal year of operation.
9. Please provide the number of concession events you serviced in your last fiscal year of operation.
10. Please provide a sample invoice that includes food and beverage pricing, applicable taxes, and any service charges.
11. Describe your invoicing strategy, including any methods you use to simplify billing for clients and how this approach supports client retention or encourages repeat business.

Criteria	Scoring Method	Weight (Points)
Local Preference	Points Based	5 *(5% of Total)*

Description:
In accordance with Ordinance 35.14. The five percent (5%) local preference will be applied to the final combined score after all phases of evaluation, including the Food Tasting Requirement, have been completed.

Criteria	Scoring Method	Weight (Points)
Food Tasting Requirement	Points Based	20 *(20% of Total)*

Description:
As part of the evaluation process, the top three (3) shortlisted vendors will be invited to participate in a mandatory food tasting at the MIDFLORIDA Event Center. The tasting will represent each vendor's proposed offerings and demonstrate quality, presentation, and service standards.

The tasting will be conducted and scored by the City's Evaluation Committee using the **Tasting Score Card** published with this solicitation. Each Committee member will score independently, with results averaged and normalized to a maximum of 20 points.

- **Purpose:** To evaluate culinary capabilities, presentation, and ability to meet the standards of the MIDFLORIDA Event Center.
- **City-Provided Setup:** One 72" round table with black linen; glassware, plates, and silverware; access to the warming kitchen (warming cabinet, refrigerator, ice machine, prep tables, sink).
- **Vendor Requirements:**
  - Tasting menu with descriptions
  - Two appetizer options
  - Two entrée options (one vegetarian)
  - One dessert option (optional)
  - Linen napkins, banquet uniform, and service setup (chafing dishes, Sterno)
  - Portions should be tasting-sized, not full meal portions
- **Logistics:** Conducted at the MIDFLORIDA Event Center, date/time set by Procurement; there will be 5 participants expected to attend the tasting.
- **Allergen Disclosure:** Clearly identify any common allergens in the dishes (e.g., peanuts, gluten, shellfish). This disclosure is for awareness only and will not impact scoring.
- **Scoring:** Each evaluator will score independently using the published Tasting Score Card. Scores will be averaged across evaluators and normalized to a maximum of **20 points**.

Participation in the tasting is mandatory for shortlisted vendors. Failure to participate will result in disqualification.

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Total Score (Max Score 100)
NV & VD, LLC	81	70	79	83	88	**80.2**
Creative Catering	78	85	81	65	74	**76.6**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Proposal Factors Points Based 10 Points (10%)	Organizational Capacity Points Based 15 Points (15%)	Commission Rates Points Based 20 Points (20%)	Catering / Concession Operations Points Based 30 Points (30%)	Local Preference Points Based 5 Points (5%)	Food Tasting Requirement Points Based 20 Points (20%)	Total Score (Max Score 100)
NV & VD, LLC	9.4	13.4	12	24.8	5	15.6	**80.2**
Creative Catering	9.6	10.8	13	20.2	5	18	**76.6**

INDIVIDUAL PROPOSAL SCORES

Creative Catering

Proposal Factors | Points Based | 10 Points (10%)

Evaluator 1: 10

Met criteria and provided all required documents and references.

Evaluator 2: 10

Good resume with good references

Evaluator 3: 10

PMD provided client references; all of which were exceptional.

Evaluator 4: 8

Creative Catering has submitted three buffet-style and four plated-style references. Established in 2006, they are proud of the reputation they have earned throughout St. Lucie County.

Evaluator 5: 10

Provided documentation, met criteria and good references

Organizational Capacity | Points Based | 15 Points (15%)

Evaluator 1: 11

The proposer provided adequate responses to all questions. While the information was sufficient, additional details regarding employee training and development would strengthen the submission. Majority of staff are locally based, which is a positive factor. Cleaning and safety protocols appear appropriate and compliant.

Evaluator 2: 12

Solid resume of supportive management and staff, and operations

Evaluator 3: 13

Good outline of ownership and management team. Would have liked to know the total number of employees on staff or the number of employees needed to manage this contract. Was pleased to see that 98% of employees are local to St. Lucie County.

Evaluator 4: 10

The management team consists of an Event Director, Executive Chef, and Banquet Manager, along with a staff that is 98% located in St. Lucie County. All employees receive initial safety and sanitation training upon hire, with refresher training every six months or as needed to reflect regulatory or procedural updates. All kitchen staff maintain current ServSafe certification, and regular safety refreshers are led by the Executive Chef and management team. Front-of-house staff receive pre-event briefings to reinforce hygiene, safety, and service standards.

Evaluator 5: 8

Good management structure, same vendor percentages, Less training programs in place and less cleaning schedules.

Commission Rates | Points Based | 20 Points (20%)

Evaluator 1: 13

Creative Catering offered 13% for Catering Sales, exceeding the minimum of 12% by 1%. It offered 11% for Servers, Concessions, and Other Sales, exceeding the minimum of 10%. It offered 16% for Alcohol Sales, exceeding the minimum of 15%. The firm also met the minimum requirement of 1.75% for Gross Sales. In total, Creative Catering exceeded the minimum commission requirements by 3 percentage points and was awarded 13 points for the Commission evaluation category.

Evaluator 2: 13

Creative Catering offered 13% for Catering Sales, exceeding the minimum of 12% by 1%. It offered 11% for Servers, Concessions, and Other Sales, exceeding the minimum of 10%. It offered 16% for Alcohol Sales, exceeding the minimum of 15%. The firm also met the minimum requirement of 1.75% for Gross Sales. In total, Creative Catering exceeded the minimum commission requirements by 3 percentage points and was awarded 13 points for the Commission evaluation category.

Evaluator 3: 13

Creative Catering offered 13% for Catering Sales, exceeding the minimum of 12% by 1%. It offered 11% for Servers, Concessions, and Other Sales, exceeding the minimum of 10%. It offered 16% for Alcohol Sales, exceeding the minimum of 15%. The firm also met the minimum requirement of 1.75% for Gross Sales. In total, Creative Catering exceeded the minimum commission requirements by 3 percentage points and was awarded 13 points for the Commission evaluation category.

Evaluator 4: 13

Creative Catering offered 13% for Catering Sales, exceeding the minimum of 12% by 1%. It offered 11% for Servers, Concessions, and Other Sales, exceeding the minimum of 10%. It offered 16% for Alcohol Sales, exceeding the minimum of 15%. The firm also met the minimum requirement of 1.75% for Gross Sales. In total, Creative Catering exceeded the minimum commission requirements by 3 percentage points and was awarded 13 points for the Commission evaluation category.

Evaluator 5: 13

Creative Catering offered 13% for Catering Sales, exceeding the minimum of 12% by 1%. It offered 11% for Servers, Concessions, and Other Sales, exceeding the minimum of 10%. It offered 16% for Alcohol Sales, exceeding the minimum of 15%. The firm also met the minimum requirement of 1.75% for Gross Sales. In total, Creative Catering exceeded the minimum commission requirements by 3 percentage points and was awarded 13 points for the Commission evaluation category.

Catering / Concession Operations | Points Based | 30 Points (30%)

Evaluator 1: 20

The proposer addressed all the requested information and placed a strong emphasis on menu customization. While their invoices and contracts are clear and easy to follow, the highly itemized pricing structure has, in the past, contributed to clients perceiving the overall cost as higher than expected. The proposer does have sufficient experience with both catered events and concessions; however, while the menu includes many items, it lacks diversity in terms of cuisine types and overall range. Additionally, the menu presentation does not include detailed descriptions or more creative elements that could make the offerings feel more engaging or event specific. That said, the proposer demonstrates a solid understanding of the key operational elements needed to execute a successful catering event.

Evaluator 2: 25

Has a good resume of experience and catered events, and menu option selections

Evaluator 3: 20

Seemed to have a straightforward process for acknowledging the change request, submitting the price adjustment to the client and making the change if both are in agreement. The change example provided did not appear to be a time-sensitive issue which is what I believed to be the intent of the inquiry. The response simply stated the client wanted something different than the previous year.

Evaluator 4: 18

Based on the proposal and client feedback, Creative Catering demonstrates some flexibility in accommodating client needs, though within a narrower scope. Their cuisine offerings focus primarily on American, Southern-style, and Italian options, and the example provided of client accommodation was the inclusion of a duo plate.

Evaluator 5: 18

No additions or deletions to menu that has been used at this facility for numerous years, less different types of cuisine choices. Same with concessions. Invoicing is not inclusive of all charges which our clients prefer and contract not as detailed.

Local Preference | Points Based | 5 Points (5%)

Evaluator 1: 5

Office in Port St. Lucie.

Evaluator 2: 5

Office in Port St. Lucie.

Evaluator 3: 5

Office in Port St. Lucie.

Evaluator 4: 5

Office in Port St. Lucie.

Evaluator 5: 5

Office in Port St. Lucie.

Food Tasting Requirement | Points Based | 20 Points (20%)

Evaluator 1: 19

see scorecard

Evaluator 2: 20

Please see scorecard

Evaluator 3: 20

See scorecard

Evaluator 4: 11

See scorecard.

Evaluator 5: 20

Met criteria, colorful, nice presentation, flavorful

NV & VD, LLC

Proposal Factors | Points Based | 10 Points (10%)

Evaluator 1: 10

Met criteria and provided all required documents and references.

Evaluator 2: 8

OK resume, but with less experience as a master caterer as what might be required

Evaluator 3: 10

PMD provided client references; all of which were exceptional.

Evaluator 4: 9

NV & VD provided three plated-style and four buffet-style references. The restaurant was established in 2007 and expanded into catering services in 2011. Since then, they have secured contracts with Promenade on the River and The Club at Emerald Hills.

Evaluator 5: 10

Provided all documentation, met criteria, and references were good.

Organizational Capacity | Points Based | 15 Points (15%)

Evaluator 1: 15

All questions were adequately addressed. While the proposer currently employs a limited number of local staff, they expressed a strong commitment to hiring locally if awarded the contract. The proposal includes detailed and comprehensive training programs for all staff, as well as thorough cleaning and sanitation protocols, which are viewed as positive attributes.

Evaluator 2: 10

Staff number seems light

Evaluator 3: 13

Only 10% of employees currently live in St. Lucie County however the company states it has multiple operations in South Florida through Miami/Dade County. Would like to know the total employees or see an organizational chart but proposal mentions a highly trained sales team and onsite team. Owner/Chef has excellent experience and seems highly detail-oriented throughout the proposal.

Evaluator 4: 14

Event inquiries are managed by the sales team and coordinated through the Director of Events as part of a management team that includes the Director of Events, Executive Chef, Event Manager, sales team, and bookkeeper. This team oversees event execution, payment processing, and post-event follow-up. Staffing levels will be supplemented with local hires if the contract is awarded, providing new employment opportunities for Port St. Lucie residents. Ongoing training and regular meetings weekly and monthly ensure consistent service standards, while daily operational practices maintain strict compliance with hygiene, sanitation, and food safety requirements.

Evaluator 5: 15

Good management structure. Same percentage of local vendors used. Very robust training program, and cleaning and maintenance schedules.

Commission Rates | Points Based | 20 Points (20%)
Evaluator 1: 12
NV & VD, LLC offered 12% for Catering Sales, meeting the minimum requirement. It offered 11% for Servers, Concessions, and Other Sales, exceeding the minimum of 10%. It offered 16% for Alcohol Sales, exceeding the minimum of 15%. The firm also met the minimum requirement of 1.75% for Gross Sales. In total, NV & VD, LLC exceeded the minimum commission requirements by two percentage points and was awarded 12 points for the Commission evaluation category.
Evaluator 2: 12
NV & VD, LLC offered 12% for Catering Sales, meeting the minimum requirement. It offered 11% for Servers, Concessions, and Other Sales, exceeding the minimum of 10%. It offered 16% for Alcohol Sales, exceeding the minimum of 15%. The firm also met the minimum requirement of 1.75% for Gross Sales. In total, NV & VD, LLC exceeded the minimum commission requirements by two percentage points and was awarded 12 points for the Commission evaluation category.
Evaluator 3: 12
NV & VD, LLC offered 12% for Catering Sales, meeting the minimum requirement. It offered 11% for Servers, Concessions, and Other Sales, exceeding the minimum of 10%. It offered 16% for Alcohol Sales, exceeding the minimum of 15%. The firm also met the minimum requirement of 1.75% for Gross Sales. In total, NV & VD, LLC exceeded the minimum commission requirements by two percentage points and was awarded 12 points for the Commission evaluation category.
Evaluator 4: 12
NV & VD, LLC offered 12% for Catering Sales, meeting the minimum requirement. It offered 11% for Servers, Concessions, and Other Sales, exceeding the minimum of 10%. It offered 16% for Alcohol Sales, exceeding the minimum of 15%. The firm also met the minimum requirement of 1.75% for Gross Sales. In total, NV & VD, LLC exceeded the minimum commission requirements by two percentage points and was awarded 12 points for the Commission evaluation category.
Evaluator 5: 12
NV & VD, LLC offered 12% for Catering Sales, meeting the minimum requirement. It offered 11% for Servers, Concessions, and Other Sales, exceeding the minimum of 10%. It offered 16% for Alcohol Sales, exceeding the minimum of 15%. The firm also met the

minimum requirement of 1.75% for Gross Sales. In total, NV & VD, LLC exceeded the minimum commission requirements by two percentage points and was awarded 12 points for the Commission evaluation category.

Catering / Concession Operations | Points Based | 30 Points (30%)

Evaluator 1: 26

The proposer placed a strong emphasis on customized menus for a wide range of event types and demonstrated a good variety of cuisine options, which align well with the diverse events hosted at the Event Center. Although only one menu was provided, it was clearly tailored to fit the specific theme and needs of that event. Their use of customizable invoices and all-inclusive pricing is positive, as it helps reduce client confusion and concerns around additional fees or service charges, which we frequently hear from our clients. The proposed contract is well organized, easy to understand, and clearly outlines food and beverage offerings along with staffing and service expectations. However, the proposer did not clearly demonstrate experience with concession-style food and beverage operations, such as quick-service or counter-style sales, which is an important component of the Event Center's operations.

Evaluator 2: 20

Menu options look good, but may not be sufficient for event expectations

Evaluator 3: 25

The training and sanitation procedures are well articulated, and the entire proposal offers exceptional attention to detail. The examples of events served in this proposal is indicative of a high-end catering firm with client satisfaction as a primary goal. I did note that the 22% service fee seems a bit high. The change example provided did not appear to be a time-sensitive issue which is what I believed to be the intent of the inquiry. The response simply stated the client wanted to offer a food type (Vietnamese) that was new to the caterer.

Evaluator 4: 25

NV & VD identifies resourcefulness and adaptability as core strengths. Guided by a collaborative, client-focused approach, the team is well positioned to meet and exceed client needs and expectations. Following the transition from Rollatini Italian Catering to Rollatini Catering, the company has expanded its culinary offerings to include a diverse range of cuisines such as Greek, Japanese, and Mexican. This range of cuisine is particularly valuable in serving the culturally diverse Treasure Coast community. Additionally, the company's flexibility extends to its modern, streamlined invoicing and payment systems, enhancing convenience and efficiency for clients.

Evaluator 5: 28

Very client driven and willingness to provide different cuisines. More range of cuisine types. Contract very specific and client driven, invoicing all inclusive, which aligns with our client needs although can be itemized if clients request.. Type of concessions not what we were looking for.

Local Preference | Points Based | 5 Points (5%)

Evaluator 1: 5

Office in Port St. Lucie.

Evaluator 2: 5

Office in Port St. Lucie.

Evaluator 3: 5

Office in Port St. Lucie.

Evaluator 4: 5

Office in Port St. Lucie.

Evaluator 5: 5

Office in Port St. Lucie.

Food Tasting Requirement | Points Based | 20 Points (20%)

Evaluator 1: 13

see scorecard

Evaluator 2: 15

Please see scorecard

Evaluator 3: 14

See scorecard

Evaluator 4: 18

See scorecard.

Evaluator 5: 18

met criteria, simple, nice presentation

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Proposal Factors	Points Based	10 *(12.5% of Total)*

Description:

1. The Supplier must currently own and operate the proposed business and have done so continuously for a minimum of five (5) years. Please provide documentation verifying this, along with a brief overview of your company history and your experience in the food service industry.
2. Please provide six (6) client references with contact information for catered events with a minimum of 150 guests each. Please submit three (3) that were buffet service and three (3) that were plated service.

Criteria	Scoring Method	Weight (Points)
Organizational Capacity	Points Based	15 *(18.8% of Total)*

Description:

1. Provide management reporting structure through the organization for this overall account.
2. What percentage of your employees are City of Port St. Lucie or St. Lucie County residents?
3. What percentage of your vendors that supply your goods and services are City of Port St. Lucie or St. Lucie County businesses?

4. Which levels of personnel receive training and how (medium) is it delivered? Please note the type and frequency of training programs and mandated procedures that support safety, and sanitation. Include a description of your company's HACCP program. Include your company policy regarding ServSafe certification for employees.
5. Supplier is responsible for the proper use, care, and regular cleaning of all assigned kitchen and food service areas. Please describe your plan for maintaining these spaces.
6. The Supplier shall be responsible for performing routine and preventive maintenance on all existing and newly installed equipment to ensure safe, efficient, and uninterrupted operations. Please describe the maintenance procedures and schedule currently in place within your existing operations.

Criteria	Scoring Method	Weight (Points)
Commission Rates	Points Based	20 *(25% of Total)*

Description:

1. Commission Rate Proposal- Catering Sales
2. Commission Rate Proposal- Concession Sales
3. Commission Rate Proposal- Alcohol Sales
4. Commission Rate Proposal- Floral Sales, Decorating Sales, or any other food and beverage vendor, leasing or licensing by Supplier
5. Commission Rate Proposal- Food and Beverage Sales for Supplier's use of City's facilities and/or equipment to engage in, or provide, catering or concessions for City agency functions that occur off Event Center premises.

The Commission Rate will be evaluated objectively to ensure fairness and transparency.

1. **Base Points:** Vendors that meet the City's minimum required commission rate will automatically receive **10 points**.
2. **Additional Points:** Vendors will earn **1 additional point** for each full percentage point above the minimum commission rate, up to the maximum of **20 points**.

3. Additional points will only be awarded in whole percentage increments above the minimum commission rate; partial percentages (e.g., 0.5%) will not receive additional points.

Vendor Commission Rate	Evaluation Points Awarded
Meets minimum rate	10 points
Minimum + 1%	11 points
Minimum + 2%	12 points
Minimum + 3%	13 points
Minimum + 4%	14 points
Minimum + 5%	15 points
Minimum + 6%	16 points
Minimum + 7%	17 points
Minimum + 8%	18 points
Minimum + 9%	19 points
Minimum + 10% or more	20 points (maximum)

Criteria	Scoring Method	Weight (Points)
Catering / Concession Operations	Points Based	30 *(37.5% of Total)*

Description:

1. Describe your process and willingness to accommodate client-driven menu changes or seasonal updates for catering and concessions.

2. Provide an example of a time you had to adjust or pivot your menu in order to retain a client. What was the situation and outcome?
3. Describe the range of catering services you offer, including event size, cuisine types, and service styles (e.g., buffet, plated).
4. Describe the range of concessions you provide to your current clients.
5. Please provide a copy of your most recent catering menu.
6. Please provide a copy of your most recent catering contract for your clients.
7. What do you consider the most important elements of a successful catering event?
8. Please provide the number of catered events you serviced in your last fiscal year of operation.
9. Please provide the number of concession events you serviced in your last fiscal year of operation.
10. Please provide a sample invoice that includes food and beverage pricing, applicable taxes, and any service charges.
11. Describe your invoicing strategy, including any methods you use to simplify billing for clients and how this approach supports client retention or encourages repeat business.

Criteria	Scoring Method	Weight (Points)
Local Preference	Points Based	5 *(6.3% of Total)*

Description:
In accordance with Ordinance 35.14. The five percent (5%) local preference will be applied to the final combined score after all phases of evaluation, including the Food Tasting Requirement, have been completed.

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Total Score (Max Score 80)
NV & VD, LLC	68	55	65	65	70	**64.6**
Creative Catering	59	65	61	54	54	**58.6**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Proposal Factors Points Based 10 Points (12.5%)	Organizational Capacity Points Based 15 Points (18.8%)	Commission Rates Points Based 20 Points (25%)	Catering / Concession Operations Points Based 30 Points (37.5%)	Local Preference Points Based 5 Points (6.3%)	Total Score (Max Score 80)
NV & VD, LLC	9.4	13.4	12	24.8	5	**64.6**
Creative Catering	9.6	10.8	13	20.2	5	**58.6**

INDIVIDUAL PROPOSAL SCORES

Creative Catering

Proposal Factors | Points Based | 10 Points (10%)

Evaluator 1: 10

Met criteria and provided all required documents and references.

Evaluator 2: 10

Good resume with good references

Evaluator 3: 10

PMD provided client references; all of which were exceptional.

Evaluator 4: 8

Creative Catering has submitted three buffet-style and four plated-style references. Established in 2006, they are proud of the reputation they have earned throughout St. Lucie County.

Evaluator 5: 10

Provided documentation, met criteria and good references

Organizational Capacity | Points Based | 15 Points (15%)

Evaluator 1: 11

The proposer provided adequate responses to all questions. While the information was sufficient, additional details regarding employee training and development would strengthen the submission. Majority of staff are locally based, which is a positive factor. Cleaning and safety protocols appear appropriate and compliant.

Evaluator 2: 12

Solid resume of supportive management and staff, and operations

Evaluator 3: 13

Good outline of ownership and management team. Would have liked to know the total number of employees on staff or the number of employees needed to manage this contract. Was pleased to see that 98% of employees are local to St. Lucie County.

Evaluator 4: 10

The management team consists of an Event Director, Executive Chef, and Banquet Manager, along with a staff that is 98% located in St. Lucie County. All employees receive initial safety and sanitation training upon hire, with refresher training every six months or as needed to reflect regulatory or procedural updates. All kitchen staff maintain current ServSafe certification, and regular safety refreshers are led by the Executive Chef and management team. Front-of-house staff receive pre-event briefings to reinforce hygiene, safety, and service standards.

Evaluator 5: 8

Good management structure, same vendor percentages, Less training programs in place and less cleaning schedules.

Commission Rates | Points Based | 20 Points (20%)

Evaluator 1: 13

Creative Catering offered 13% for Catering Sales, exceeding the minimum of 12% by 1%. It offered 11% for Servers, Concessions, and Other Sales, exceeding the minimum of 10%. It offered 16% for Alcohol Sales, exceeding the minimum of 15%. The firm also met the

minimum requirement of 1.75% for Gross Sales. In total, Creative Catering exceeded the minimum commission requirements by 3 percentage points and was awarded 13 points for the Commission evaluation category.

Evaluator 2: 13

Creative Catering offered 13% for Catering Sales, exceeding the minimum of 12% by 1%. It offered 11% for Servers, Concessions, and Other Sales, exceeding the minimum of 10%. It offered 16% for Alcohol Sales, exceeding the minimum of 15%. The firm also met the minimum requirement of 1.75% for Gross Sales. In total, Creative Catering exceeded the minimum commission requirements by 3 percentage points and was awarded 13 points for the Commission evaluation category.

Evaluator 3: 13

Creative Catering offered 13% for Catering Sales, exceeding the minimum of 12% by 1%. It offered 11% for Servers, Concessions, and Other Sales, exceeding the minimum of 10%. It offered 16% for Alcohol Sales, exceeding the minimum of 15%. The firm also met the minimum requirement of 1.75% for Gross Sales. In total, Creative Catering exceeded the minimum commission requirements by 3 percentage points and was awarded 13 points for the Commission evaluation category.

Evaluator 4: 13

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Evaluator 5: 13

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Catering / Concession Operations | Points Based | 30 Points (30%)

Evaluator 1: 20

The proposer addressed all the requested information and placed a strong emphasis on menu customization. While their invoices and contracts are clear and easy to follow, the highly itemized pricing structure has, in the past, contributed to clients perceiving the

overall cost as higher than expected. The proposer does have sufficient experience with both catered events and concessions; however, while the menu includes many items, it lacks diversity in terms of cuisine types and overall range. Additionally, the menu presentation does not include detailed descriptions or more creative elements that could make the offerings feel more engaging or event specific. That said, the proposer demonstrates a solid understanding of the key operational elements needed to execute a successful catering event.

Evaluator 2: 25

Has a good resume of experience and catered events, and menu option selections

Evaluator 3: 20

Seemed to have a straightforward process for acknowledging the change request, submitting the price adjustment to the client and making the change if both are in agreement. The change example provided did not appear to be a time-sensitive issue which is what I believed to be the intent of the inquiry. The response simply stated the client wanted something different than the previous year.

Evaluator 4: 18

Based on the proposal and client feedback, Creative Catering demonstrates some flexibility in accommodating client needs, though within a narrower scope. Their cuisine offerings focus primarily on American, Southern-style, and Italian options, and the example provided of client accommodation was the inclusion of a duo plate.

Evaluator 5: 18

No additions or deletions to menu that has been used at this facility for numerous years, less different types of cuisine choices. Same with concessions. Invoicing is not inclusive of all charges which our clients prefer and contract not as detailed.

Local Preference | Points Based | 5 Points (5%)

Evaluator 1: 5

Office in Port St. Lucie.

Evaluator 2: 5

Office in Port St. Lucie.

Evaluator 3: 5

Office in Port St. Lucie.

Evaluator 4: 5

Office in Port St. Lucie.

Evaluator 5: 5

Office in Port St. Lucie.

NV & VD, LLC

Proposal Factors | Points Based | 10 Points (10%)

Evaluator 1: 10

Met criteria and provided all required documents and references.

Evaluator 2: 8

OK resume, but with less experience as a master caterer as what might be required

Evaluator 3: 10

PMD provided client references; all of which were exceptional.

Evaluator 4: 9

NV & VD provided three plated-style and four buffet-style references. The restaurant was established in 2007 and expanded into catering services in 2011. Since then, they have secured contracts with Promenade on the River and The Club at Emerald Hills.

Evaluator 5: 10

Provided all documentation, met criteria, and references were good.

Organizational Capacity | Points Based | 15 Points (15%)

Evaluator 1: 15

All questions were adequately addressed. While the proposer currently employs a limited number of local staff, they expressed a strong commitment to hiring locally if awarded the contract. The proposal includes detailed and comprehensive training programs for all staff, as well as thorough cleaning and sanitation protocols, which are viewed as positive attributes.

Evaluator 2: 10

Staff number seems light

Evaluator 3: 13

Only 10% of employees currently live in St. Lucie County however the company states it has multiple operations in South Florida through Miami/Dade County. Would like to know the total employees or see an organizational chart but proposal mentions a highly trained sales team and onsite team. Owner/Chef has excellent experience and seems highly detail-oriented throughout the proposal.

Evaluator 4: 14

Event inquiries are managed by the sales team and coordinated through the Director of Events as part of a management team that includes the Director of Events, Executive Chef, Event Manager, sales team, and bookkeeper. This team oversees event execution, payment processing, and post-event follow-up. Staffing levels will be supplemented with local hires if the contract is awarded, providing new employment opportunities for Port St. Lucie residents. Ongoing training and regular meetings weekly and monthly ensure consistent service standards, while daily operational practices maintain strict compliance with hygiene, sanitation, and food safety requirements.

Evaluator 5: 15

Good management structure. Same percentage of local vendors used. Very robust training program, and cleaning and maintenance schedules.

Commission Rates | Points Based | 20 Points (20%)

Evaluator 1: 12

NV & VD, LLC offered 12% for Catering Sales, meeting the minimum requirement. It offered 11% for Servers, Concessions, and Other Sales, exceeding the minimum of 10%. It offered 16% for Alcohol Sales, exceeding the minimum of 15%. The firm also met the minimum requirement of 1.75% for Gross Sales. In total, NV & VD, LLC exceeded the minimum commission requirements by two percentage points and was awarded 12 points for the Commission evaluation category.

Evaluator 2: 12

NV & VD, LLC offered 12% for Catering Sales, meeting the minimum requirement. It offered 11% for Servers, Concessions, and Other Sales, exceeding the minimum of 10%. It offered 16% for Alcohol Sales, exceeding the minimum of 15%. The firm also met the minimum requirement of 1.75% for Gross Sales. In total, NV & VD, LLC exceeded the minimum commission requirements by two percentage points and was awarded 12 points for the Commission evaluation category.

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NV & VD, LLC offered 12% for Catering Sales, meeting the minimum requirement. It offered 11% for Servers, Concessions, and Other Sales, exceeding the minimum of 10%. It offered 16% for Alcohol Sales, exceeding the minimum of 15%. The firm also met the minimum requirement of 1.75% for Gross Sales. In total, NV & VD, LLC exceeded the minimum commission requirements by two percentage points and was awarded 12 points for the Commission evaluation category.

Evaluator 5: 12

NV & VD, LLC offered 12% for Catering Sales, meeting the minimum requirement. It offered 11% for Servers, Concessions, and Other Sales, exceeding the minimum of 10%. It offered 16% for Alcohol Sales, exceeding the minimum of 15%. The firm also met the minimum requirement of 1.75% for Gross Sales. In total, NV & VD, LLC exceeded the minimum commission requirements by two percentage points and was awarded 12 points for the Commission evaluation category.

Catering / Concession Operations | Points Based | 30 Points (30%)

Evaluator 1: 26

The proposer placed a strong emphasis on customized menus for a wide range of event types and demonstrated a good variety of cuisine options, which align well with the diverse events hosted at the Event Center. Although only one menu was provided, it was clearly tailored to fit the specific theme and needs of that event. Their use of customizable invoices and all-inclusive pricing is positive, as it helps reduce client confusion and concerns around additional fees or service charges, which we frequently hear from our clients. The proposed contract is well organized, easy to understand, and clearly outlines food and beverage offerings along with staffing and service expectations. However, the proposer did not clearly demonstrate experience with concession-style food and beverage operations, such as quick-service or counter-style sales, which is an important component of the Event Center’s operations.

Evaluator 2: 20

Menu options look good, but may not be sufficient for event expectations

Evaluator 3: 25

The training and sanitation procedures are well articulated, and the entire proposal offers exceptional attention to detail. The examples of events served in this proposal is indicative of a high-end catering firm with client satisfaction as a primary goal. I did note that the 22% service fee seems a bit high. The change example provided did not appear to be a time-sensitive issue which is what I believed to be the intent of the inquiry. The response simply stated the client wanted to offer a food type (Vietnamese) that was new to the caterer.

Evaluator 4: 25

NV & VD identifies resourcefulness and adaptability as core strengths. Guided by a collaborative, client-focused approach, the team is well positioned to meet and exceed client needs and expectations. Following the transition from Rollatini Italian Catering to Rollatini Catering, the company has expanded its culinary offerings to include a diverse range of cuisines such as Greek, Japanese, and Mexican. This range of cuisine is particularly valuable in serving the culturally diverse Treasure Coast community. Additionally, the company's flexibility extends to its modern, streamlined invoicing and payment systems, enhancing convenience and efficiency for clients.

Evaluator 5: 28

Very client driven and willingness to provide different cuisines. More range of cuisine types. Contract very specific and client driven, invoicing all inclusive, which aligns with our client needs although can be itemized if clients request.. Type of concessions not what we were looking for.

Local Preference | Points Based | 5 Points (5%)

Evaluator 1: 5

Office in Port St. Lucie.

Evaluator 2: 5

Office in Port St. Lucie.

Evaluator 3: 5

Office in Port St. Lucie.

Evaluator 4: 5

Office in Port St. Lucie.

Evaluator 5: 5

Office in Port St. Lucie.

[NV & VD, LLC] RESPONSE DOCUMENT REPORT

RFP No. 20250193

MIDFLORIDA Event Center Catering Contract

RESPONSE DEADLINE: December 3, 2025 at 2:30 pm

Report Generated: Wednesday, December 3, 2025

NV & VD, LLC Response

CONTACT INFORMATION

Company:
NV & VD, LLC

Email:
rollatini1@gmail.com

Contact:
Victor Duarte

Address:
2240 SE Veterans Memorial Parkway
Port Saint Lucie, FL 34952

Phone:
(718) 809-2941

Website:
https://www.chefvictorevents.com

Submission Date:
Dec 2, 2025 4:13 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Dec 2, 2025 8:59 PM by Victor Duarte

QUESTIONNAIRE

1. Mandatory Forms

PROPOSAL UPLOAD*
1.1_-_Proposal_Document_-_NV&VD,_LLC.pdf

PROPOSER'S GENERAL INFORMATION WORKSHEET*
It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Proposer to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the 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.

Please download the below documents, complete, and upload.

- PSL-_Consultant's_General_I...

1.2_-_Proposer's_General_Information_Worksheet.pdf

E-VERIFY FORM *
Please download the below documents, complete, and upload.

- E-Verify_Form.pdf

1.3_-_E-Verify_Form.pdf

NON-COLLUSION AFFIDAVIT*
Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit-fil...

1.4_-_Non-Collusion_Affidavit.pdf

SUPPLIER LOCATION CERTIFICATION
Please download the below documents, complete, and upload.

- Supplier_Location_Certifica...

1.5_-_Supplier_Location_Certification_Form.pdf

COPY OF W-9*
1.6_-_Copy_of_W-9.pdf

LOCAL BUSINESS LICENSE / BUSINESS TAX RECEIPT*
A copy of the current Local Business License (also known as a Business Tax Receipt or Occupational License) issued by the City, County, or other applicable jurisdiction where the Vendor is located.

1.7_-_Business_Tax_Receipt.pdf

COPY OF CERTIFICATE OF INSURANCE*
1.8_-_Certificate_of_Insurance.pdf

FINANCIAL STATEMENTS*
Financial statements for the past three (3) fiscal years, including at a minimum a Balance Sheet and Income Statement (Profit and Loss Statement). Statements will be reviewed and evaluated by the City's Finance Department to confirm financial stability.

1.9_-_Financial_Statements.pdf

2. Electronic Confirmation

CONE OF SILENCE AND COMMUNICATION DOCUMENT*
To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The “Cone of Silence” is in effect for this solicitation from the date the solicitation is advertised on the OpenGov Portal, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City Code of Ordinances, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through the Issuing Officer, for the procurement of these services.

Confirmed

DRUG FREE WORKPLACE*
The undersigned Contractor in accordance with section 287.087, Florida Statutes, hereby certifies that they comply fully with the below requirements.

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.

Confirmed

PROPOSER'S CODE OF ETHICS*
The City of Port St Lucie (“City), through its Procurement Management Division (“Procurement Management Division”) 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 Division requires each vendor who seeks to do business with the City to subscribe to this Contractor’s Code of Ethics.

- A Contractor’s bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Contractor 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.
- Contractor 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.
- Contractor will completely perform any Contract awarded to it at the contracted price pursuant to the terms set forth in the Contract.
- Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the Contract.
- Contractor 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.

- Contractor 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.

- Contractor 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.

- Contractor 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, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor 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:

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

    o 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.

    o 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.

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

Confirmed

AFFIDAVIT OF NONGOVERNMENT ENTITY ANTI-HUMAN TRAFFICKING LAWS*
In accordance with section 787.06(13), Florida Statutes, the representative of the nongovernmental entity bidder (“Entity”), attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in section 787.06.

Confirmed

VENDOR SCRUTINIZED COMPANIES LIST CERTIFICATION*
Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/media/mqodaonn/2024_12_17_-israel-scrutinized-companies-list-for-web.pdf

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Confirmed

I CERTIFY THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS IN THIS SOLICITATION, AND THAT I AM AUTHORIZED TO SUBMIT THIS RESPONSE ON BEHALF OF MY COMPANY.*
Confirmed



Catering Service Proposal
for
MIDFLORIDA Event Center
by
NV & VD, LLC

Project ID: 20250193

Proposal Date: December 3, 2025

Contractor: NV & VD, LLC (DBA: Chef Victor Events, *will be formally known as Rollatini)*

Contact Person: Victor Duarte, *Owner and Executive Chef*

Address: 2240 SE Veterans Memorial Parkway, Port Saint Lucie, FL 34952

Email: Info@ChefVictorEvents.com ***or*** Rollatini1@gmail.com

Phone Number: (718) 809-2941 (Chef Victor's Cell Phone) ***or*** (561) 351-1383 (Business Line)



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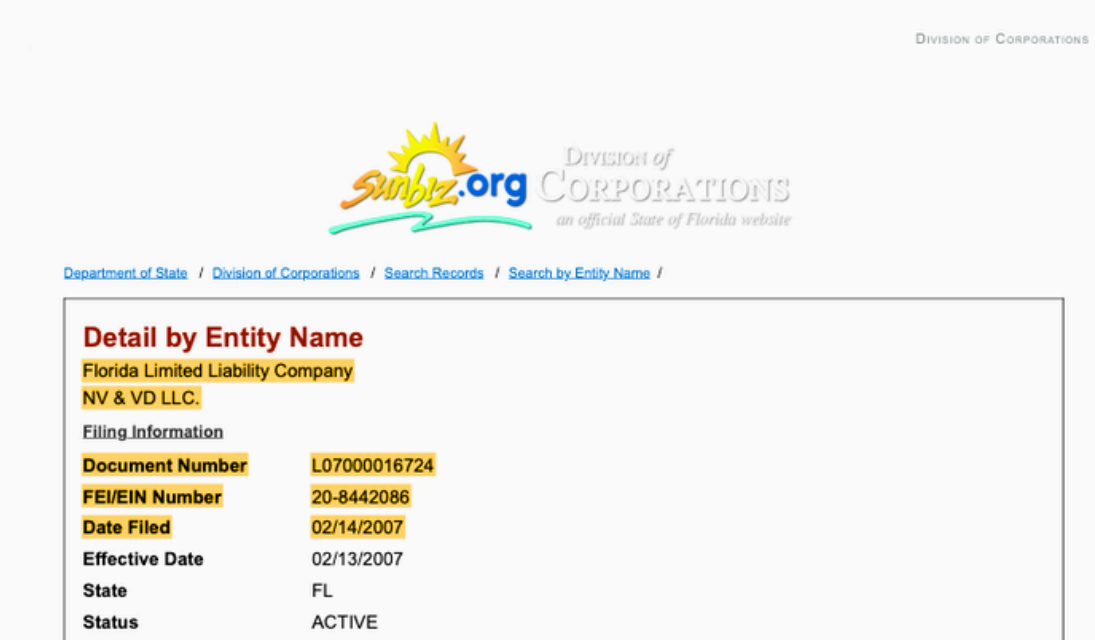
18 Catering/Concessions Operations

Tab 1 - Proposal Factors

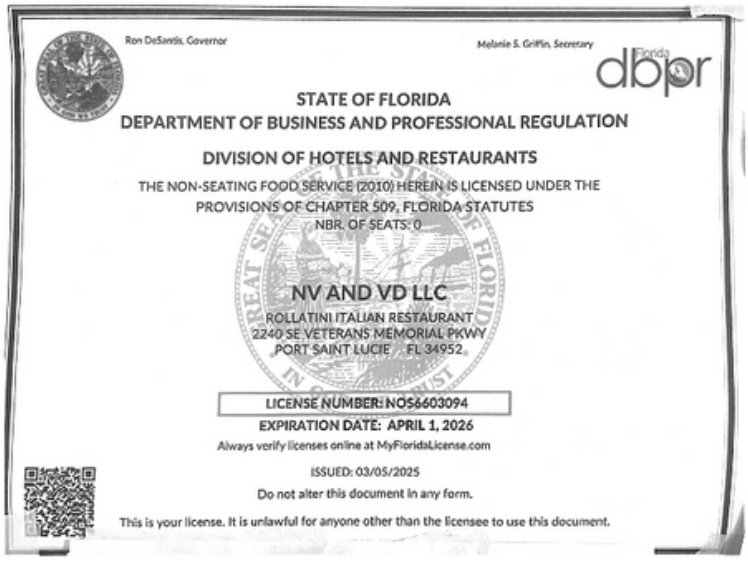
Question #1 - Proof of continuous ownership and operation for at least five (5) years (e.g., Sunbiz record, business license).

- **Answer** - Below are digital copies of these documents which highlight reference numbers to confirm the information requested. You'll see that our company (NV&VD, LLC) has been active since 2007 as noted on our Sunbiz record. For additional clarification, our Document Number on Sunbiz is L07000016724 and our Business License Number is NOS6603094.

Sunbiz Record



Business License



Tab 1 - Proposal Factors (Cont.)

Question #2 - Brief company overview including founding date, services offered, and relevant catering/food service experience.

- **Answer** - In 2007, Chef Victor Duarte opened his first restaurant, Rollatini Italian Restaurant, in Lake Worth, Florida. This small family-owned business was kindly received and greatly supported by its community. As a result, in 2011, Chef Victor expanded the Rollatini service by developing a new catering branch called Rollatini Italian Catering. During the first couple of years, Rollatini Italian Catering was servicing intimate gatherings (birthdays, graduations, holiday parties, etc) by providing large trays of Rollatini's most popular dishes; essentially an extension of the restaurant. But with every client collaboration, came a valuable piece of advice or special request such as: inquiries for different cuisines (non-Italian) and inquires for additional services (dessert stations, table settings, bar menus, staffing, etc). Creative Collaboration became one of the company's leading core values and naturally, an extension of the restaurant evolved into its own entity: Rollatini Catering (sans Italian). Rollatini Catering now provided a customizable full-service catering experience for every client. This expansion welcomed new collaborations with established event venues located from the Treasure Coast down to Miami-Dade County. In 2022, one of these collaborations resulted in Rollatini Catering's acquisition of Promenade on the River, an event venue located in Port St. Lucie. Rollatini Catering's new management of Promenade on the River was a blessing that allowed the catering company to flourish in the Treasure Coast. Similarly, in 2024, Rollatini Catering acquired the same catering and venue management responsibilities over The Club at Emerald Hills, an event venue space located inside a golf course in Hollywood, Florida. In 2025, upon reflection of the company's growth, Rollatini Catering is now becoming Chef Victor Events.

  Chef Victor Events (CVE) is a full-service catering and event management company that has proudly formed part of thousands of events (intimate and large-scale) since 2011. Our catering team provides various cuisines and is constantly adding new menu items to align with clients' creative visions. Our serving styles range between buffet meals, plated meals, duo-plated meals, food stations, and live-action stations. Our inquiry process begins with a phone consultation which allows us to better understand a potential client's creative vision, intended budget, and overall expectations before we send any menus/pricing. Our company's core vales are growth, innovation, resourcefulness, passion, determination, transparency, and creative collaboration. These values along with professionalism, structure, and trust are the building blocks of Chef Victor Events.

Tab 1 - Proposal Factors (Cont.)

Question #3 - Six (6) catered event references (minimum 150 guests each)

- **Answer** -
  - **Reference #1**
    - Client Name - Natalie Harmon (Event Specialist)
    - Relationship to Proposer – Mrs. Harmon is an event specialist who often hires Chef Victor Events' catering services for her clients (private clients and event venues). Mrs. Harmon is currently employed as an event specialist at Place of Hope, and she is the owner of Harmon Events.
    - Phone Number - (561) 853-4498
    - Email - NatalieH@placeofhope.com
    - Event Type - 90th Birthday Celebration
    - Type of Service - Plated Serving Style
    - Event Date - June 9, 2024
    - Guest Count - 150
  - **Reference #2**
    - Client Name - Joyce Domenico (Director of Sales and Event Management)
    - Relationship to Proposer – Ms. Domenico is an event planner who often hires Chef Victor Events' catering services for her clients (private clients and event venues). Ms. Domenico is currently the Director of Sales and Event Management at X-Golf.
    - Phone Number - (561) 670-3183
    - Email - events@xgolfwpb.com
    - Event Type - Retirement Celebration
    - Type of Service - Plated Serving Style
    - Event Date - June 21, 2025
    - Guest Count - 190
  - **Reference #3**
    - Client Name - Marcela Pedraza (Frequent Private Client)
    - Relationship to Proposer – Mrs. Pedraza is a reoccurring private client of Chef Victor Events. Chef Victor Events provides catering services for Mrs. Pedraza no less than 10 times a year for her private functions (small and large scale).
    - Phone Number - (561) 601-2379
    - Email - ingecocontractorsmp@yahoo.com
    - Event Type - Sweet Sixteen
    - Type of Service - Plated Serving Style
    - Event Date - November 23, 2024
    - Guest Count - 165

Tab 1 - Proposal Factors (Cont.)

Question #3 Continued- Six (6) catered event references (minimum 150 guests each)

- **Answer** -
  - **Reference #4**
    - Client Name - Jennifer Horne (General Manager)
    - Relationship to Proposer – Ms. Horne is the general manager of The Club at Emerald Hills, an event venue space. Ms. Horne books and manages all golf reservations at the club. Often times, these reservations are made for large events in which the client books a golf tournament followed by a buffet lunch. As the general manager of the club, Ms. Horne is responsible for her client's satisfaction of their golfing experience and the catering services provided.
    - Phone Number - (954) 325-4701
    - Email - jhorne@theclubatemeraldhills.com
    - Event Type - Fundraising Event
    - Type of Service - Buffet Serving Style
    - Event Date - May 10, 2025
    - Guest Count - 150
  - **Reference #5**
    - Client Name - Dorianne Lespinasse
    - Relationship to Proposer – Mrs. Lespinasse hired Chef Victor Events' catering services for her wedding celebration.
    - Phone Number - (401) 474-3005
    - Email - dclespinasse@gmail.com **Preferred method of contact**
    - Event Type - Wedding Celebration
    - Type of Service - Buffet Serving Style
    - Event Date - May 3, 2025
    - Guest Count - 150
  - **Reference #6**
    - Client Name - Carmela Cagle (Event Planner)
    - Relationship to Proposer – Mrs. Cagle is an event planner who often hires Chef Victor Events' catering services for her clients (private clients and event venues).
    - Phone Number - (561) 727-7267
    - Email - carmelitaevents@gmail.com
    - Event Type - Sweet Sixteen
    - Type of Service - Buffet Serving Style
    - Event Date - September 27, 2025
    - Guest Count - 150

Tab 2 - Organizational Capacity

Question #1 - Describe the management and reporting structure specific to this contract.

- **Answer** -

Based on the limited knowledge we have of the formal catering inquiry process at the MIDFL Event Center, we assume (until corrected) that all clients may inquire about catering services via email, phone, and the Contact Form on the venue's website.

All inquiries are received by the Chef Victor Events (CVE) Sales Team. The CVE Sales Team are responsible for the following:

- Managing new inquires (via emails, phone consultations, or in-person meetings).
- Creating, sending, following up, and revising client proposals.
- Submitting client-approved proposals to the Director of Events for a contract request. At this time, the sales representative connects the Director of Events, Michelle Duarte, with the client.
- Nurturing client relationships and addressing any questions or concerns clients may have between the time clients sign the contract until their event dates.

The Director of Events, Michelle Duarte, is responsible for the following:

- Managing the CVE Sales Team and monitoring their inquiry process.
- Creating, sending, following up, and revising client contracts (including collecting deposits).
- Collaborating with the Bookkeeper, Eliam Duarte, in receiving and managing client payments.
- Responsible for all client appointments (food tasing appointments, table setting selection appointments, venue layout and design appointment, and any other appointment that may be necessary for the success and satisfaction for a client event).
- Responsible for creating and finalizing a Banquet Event Order (BEO) for all client events (including collecting final payments).
- Responsible for sending all BEOs and all final details to Chef Victor and the Onsite Event Team.
- Responsible for following up with clients after their events have concluded to inquire about their satisfaction and overall feedback.

Next Step Continued on Page 8

Tab 2 - Organizational Capacity (Cont.)

Question #1 (Continued) - Describe the management and reporting structure specific to this contract.

- **Answer -**

Continued from Page 7



All BEOs and final details are received by the Chef Victor Events (CVE) Onsite Event Team. The CVE Onsite Event Team is responsible for the following:

- The Kitchen Event Manager, Sous Chef, and/or Executive Chef meet in-person to analyze the BEO. This analysis focuses on acknowledging the following details: Name of the client, type of event, event location, event date, event timeline, final guest count, client menu, client special requests, report of food allergens or dietary restrictions (including the location of their seat within the event's floor plan).
- The Kitchen Event Manager, Sous Chef, and/or Executive Chef then creates a shopping list for each BEO and proceeds to order it with our vendors.
- The Event Front Manager reviews all event layouts and floor plans (including the BEO). And on the day of the client's event, the Event Front Manager has an in-person meeting with the serving staff to review all details and expectations.
- Once the shopping list items are delivered and received, the Kitchen Event Manager, Sous Chef, and/or Executive Chef gather the rest of the Onsite Event Team for an in-person meeting where instructions, timelines, event floor plan, and expectations are discussed.
- The kitchen staff prepare the menu.
- The CVE Onsite Event Team executes the event according to plan and meets all client (and CVE) expectations.
- The Kitchen Event Manager, Sous Chef, and/or Executive Chef leave the kitchen and enter the event space to observe and seek feedback from the Event Front Manager.
- Once the event has concluded, the kitchen team begin to clean, sanitize, and restock the kitchen accordingly.

Tab 2 - Organizational Capacity (Cont.)

Question #2 - Indicate the percentage of your current employees who reside in the City of Port St. Lucie or St. Lucie County.

- **Answer -** At this time, 10% of our current employees reside in the City of Port St. Lucie or St. Lucie County. Although our team currently manages an event venue within the City of Port St. Lucie, the number of events held there is not frequent enough to support a lucrative employment opportunity for a Port St. Lucie or St. Lucie County resident. However, as a reminder of our growth process, our company was first established in Palm Beach County and when we were awarded a consistent catering opportunity in Broward County, we immediately hired Broward County residents in response to the consistent staffing needs created by our new catering contract in that county. Our company has always grown by hiring locally when new opportunities arise. If we are awarded this catering contract, we are fully prepared (and genuinely eager) to hire residents of the City of Port St. Lucie and St. Lucie County. Local staffing will be essential for efficient operations and aligns with our commitment to expanding our workforce in the communities we serve.

Question #3 - Indicate the percentage of your current employees who reside in the City of Port St. Lucie or St. Lucie County.

- **Answer** - At this time, 50% of our current vendors are based in the City of Port St. Lucie or St. Lucie County. However, as we stated in the previous answer, our company has always grown by hiring locally when new opportunities arise. If we are awarded this catering contract, we are fully prepared (and genuinely eager) to hire residents of the City of Port St. Lucie and St. Lucie County. Local staffing will be essential for efficient operations and aligns with our commitment to expanding our workforce in the communities we serve.

Tab 2 - Organizational Capacity (Cont.)

Question #4 - List which levels of staff receive training and the method of delivery (e.g., online, in-person).

- **Answer** -
- **Sales Team** - Every quarter, Chef Victor meets in-person with the Director of Events and the sales team to review, analyze, and modify (if necessary) the sales inquiry process. These meetings are often guided by a visual presentation outlining our objectives which may vary between:
  - Client Feedback - how are client's responding to our inquiry process, our product, our pricing, and our customer service?
  - Sales - Are our efforts being supported by achieved sales numbers?
  - How is the team feeling in their daily operations?

  The outcome of these meetings guides the verbal in-person training process on areas of demand and targeted growth.
- **Onsite Event Team** - within the Onsite Event Team falls the Kitchen Staff and the Serving Staff. As one may assume, the Kitchen Staff are completely involved in the preparation for an event where the serving staff are ONLY present on the day of the event. Kitchen Staff consist of: Executive Chef, Sous Chef, Line Cooks, Kitchen Preps, Kitchen Managers, Kitchen Stewards, and Dishwashers. Their training is as follows:
  - Sous Chef, Line Cooks, Kitchen Preps, and Kitchen Managers - Executive Chef Victor conducts an in-person two hour training session every week and covers the following:
    - New Regulations (and reviews established ones)
    - New Techniques
    - Safety Reminders
    - Cleaning Execution
    - Sets goals for the week
  - Kitchen Stewards and Dishwashers - The Kitchen Managers conduct an in-person one hour training session every month and cover the following:
    - Reminders of safety work zone
    - Cleaning and maintenance of the kitchen equipment
    - Set goals for the month
  - Serving Staff - The Event Front Manager conducts an ongoing in-person training every event. The serving staff is always scheduled to arrive early to an event for the event's preparation AND to receive ongoing training information regarding food safety regulations, food serving standards and care, and proper serving etiquette.

Tab 2 - Organizational Capacity (Cont.)

Question #5 - Describe training frequency and topics related to safety and sanitation.

- **Answer** - Per the standards of Executive Chef Victor, in a kitchen, everyday is a training day. The topics discussed daily are:
  - Personal hygiene standards (including uniforms).
  - Checking the inventory product that is delivered by our vendors (or picked up by us) to ensure that it is up to safety and sanitation standards.
  - Checking the temperature of all coolers and freezers including the products stored within.
  - Inventory to be stored must be cleaned, prepared, and labeled accordingly.
  - Cleaning and sanitation of the tools used to prep, cook, and clean (this includes all large equipment and surfaces).
  - All temperature checks must be reported in the opening and closing logs.
  - With all topics and checkpoints noted above, all staff know to report any issues, irregularities, or concerns immediately, no exceptions!

Question #6 - Provide an overview of your company's HACCP (Hazard Analysis and Critical Control Points) program.

- **Answer** - Chef Victor Events' HACCP program is conducted and monitored on a ***daily basis***. The details of our program are as follows:
  - Hazard Analysis - We identify potential risks by the following:
    - Kitchen Stewards check ALL products received for any damage, spoiling, or any indication of the product being below standards BEFORE storing it away. Products that have passed this first inspection will be logged as being received in the corresponding files.
    - Kitchen Preps and Sous Chefs check equipment and product temperatures everyday and log it in the HACCP book. Any irregularities or cross contaminations are reported and corrected immediately.
  - Critical Control Points - Our Line Cooks and Chefs (all levels) control risks by actively checking food cooking temperatures, food cooling timings and temperatures, reheating temperatures, and abiding by reheating standards.

Tab 2 - Organizational Capacity (Cont.)

Question #6 Continued - Provide an overview of your company's HACCP (Hazard Analysis and Critical Control Points) program.

- **Answer** - Chef Victor Events' HACCP program is conducted and monitored on a ***daily basis***. The details of our program are as follows:
  - Critical Limits - Every member of our kitchen staff knows and records the numerical cooking standards for each part of our food service process. To ensure this, we have a poster in every kitchen that highlights the standards and regulations for the following:
    - Minimum internal cooking temperatures
    - Danger zone temperatures
    - Cooling times
    - Reheating times
    - Food holding temperatures
    - Standard temperature for coolers and freezers
  - Monitoring Procedures - Chef Victor ensures that every member of the kitchen staff are trained, knowledgeable, and held accountable by their individual responsibilities in order to form part of the monitoring process. Chef Victor actively performs surprise visits and regularly checks all of the record-keeping to ensure that the monitoring process is working as it should. The monitoring process is as such:
    - Kitchen Stewards check ALL products received for any damage, spoiling, or any indication of the product being below standards BEFORE storing it away. Products that have passed this first inspection will be logged as being received in the corresponding files.
    - Kitchen Preps and Sous Chefs check equipment and product temperatures everyday and log it in the HACCP book. Any irregularities or cross contaminations are reported and corrected immediately.
    - Line Cooks and Kitchen Preps check temperature of all coolers and freezers and log it in the corresponding HACCP book.
    - Kitchen Managers supervise during their shifts to ensure all food products, kitchen equipment (including tools and surfaces), and procedures are being handled up to standards. If the Kitchen Managers find any irregularities, they will report and correct it immediately. All irregularities are reported to the Executive Chef and logged in the HACCP book.

Tab 2 - Organizational Capacity (Cont.)

Question #6 Continued - Provide an overview of your company's HACCP (Hazard Analysis and Critical Control Points) program.

- **Answer** - Chef Victor Events' HACCP program is conducted and monitored on a ***daily basis***. The details of our program are as follows:
  - Corrective Actions - The corrective action is contingent upon the irregularity in question. However, all kitchen staff are knowledgeable (by training and certification) in preventing, reporting, and correcting any irregularities including but not limited to cross contaminations, unsafe food handling, incorrect temperatures, and so forth. The kitchen staff consist of: Executive Chef, Sous Chefs, Line Cooks, Kitchen Preps, Kitchen Managers, Dishwashers, and Kitchen Stewards.
  - Verifications - As mentioned in our monitoring process, Chef Victor actively performs surprise visits and regularly checks all of the record-keeping to ensure that the monitoring process is working as it should. In addition, within their daily responsibilities, the kitchen staff checks the calibration of tools and devices that they rely on such as thermometers.
  - Record Keeping - The kitchen staff is aware and active in recording mandatory information such as temperature logs, cleaning logs, and receiving product logs. Chef Victor actively checks these logs as well.

Question #7 - State your company policy on ServSafe certification, including which roles require it and how compliance is tracked.

- **Answer** - The following roles in our company must be ServSafe Certified according to our policy:
  - Executive Chef
  - Sous Chefs
  - Line Cooks
  - Kitchen Preps
  - Kitchen Managers
  - Kitchen Stewards
  - Dishwashers
  - Servers
- **See Next Page (#14) for continuation of answer**

Tab 2 - Organizational Capacity (Cont.)

Question #7 Continued - State your company policy on ServSafe certification, including which roles require it and how compliance is tracked.

- **Answer** - The roles mentioned (on page 13) go through an in-person training every 6 months and upon completion, is awarded the following certifications:
  - ServSafe Manager Certification
    - Executive Chef
    - Sous Chefs
    - Line Cooks
    - Kitchen Preps
    - Kitchen Managers
  - ServSafe Food Handler Certification
    - Executive Chef
    - Sous Chefs
    - Line Cooks
    - Kitchen Preps
    - Kitchen Managers
    - Kitchen Stewards
    - Dishwashers
    - Servers
- Compliance is tracked by Eliam Duarte, the NV & VD, LLC bookkeeper. Mrs. Duarte keeps a master tracking spreadsheet of all company certifications to be monitored and renewed in a timely manner.

Tab 2 - Organizational Capacity (Cont.)

Question #8 - Describe your approach to daily cleaning, sanitation, and general care of assigned kitchen and food service areas. Include procedures for ensuring compliance with health and safety standards.

- **Answer** - The following applies to every kitchen operated by Chef Victor Events.
  - At the start of every shift, all Line Cooks, Kitchen Preps, and Dishwashers must clean any surfaces that have contact with food then sanitize properly (hot water + Chlorine or quaternary ammonium 75 degrees Fahrenheit). This cleaning and sanitation process takes place every 4 hours from the opening of the kitchen until the closing of the kitchen.
  - Every evening, Kitchen Stewards and Dishwashers must wash floors and sanitize every station.
  - The first day of each month, every employee in the kitchen must take place in a deep cleaning of the kitchen (walls, shelves, floors, and other areas needed).
  - All staff are knowledgable in the location of the Material Safety Data Sheets (MSDS) in the kitchen and abide by its regulations on where/how to store, use, and dispose of chemical hazards.

Question #9 - Outline your preventive and routine maintenance protocols for food service equipment. Include your current maintenance schedule, responsible personnel, and procedures for addressing urgent repairs or breakdowns.

- **Answer** - In our hierarchy of controls, the Kitchen Managers (KM) are responsible for overseeing all maintenance of kitchen equipment and scheduling the corresponding cleaning, maintenance, or repair services. The KM maintain all service records and logs (including vendor information). They are also in constant communication with the Executive Chef and the bookkeeper regarding quotes and costs associated with these services. In alignment with preventative care, the KM perform a daily check of operational functions of all kitchen equipment. Accordingly, if any urgent repairs or breakdowns arise, the KM informs the Executive Chef then contacts the necessary approved vendor immediately. Additionally, the Line Cooks and Sous Chef also report any irregularities noticed to the KM.
- **See Next Page (#16) for continuation of answer**

Tab 2 - Organizational Capacity (Cont.)

Question #9 Continued- Outline your preventive and routine maintenance protocols for food service equipment. Include your current maintenance schedule, responsible personnel, and procedures for addressing urgent repairs or breakdowns.

- **Answer** - The KM, Line Cooks, and Sous Chefs are trained to follow the following maintenance schedule:
  - Daily - Check for visible damage, leaks, and unusual noises.
  - Monthly
    - Deep cleaning of exteriors and hard-to-reach area
    - Check gaskets, blades, mixers, and doors for wear
    - Clean condenser coil on fridge units
    - Clean and change AC unit filters
    - Clean and sanitize ice machines
  - Quarterly
    - Professional cleaning of hood systems
    - Professional cleaning of grease tray tanks
    - Professional cleaning and maintenance service of refrigeration and fountain equipment
  - Semi-Annual - Professional service of fire suppression systems to and ensure compliance.
- Special note on repairs - in-house repairs are completed when possible and after approved by the Executive Chef. If an in-house repair is not possible, then a professional vendor is contacted for a complex repair. Equipment is tested daily by the Kitchen Managers, Line Cooks, and Sous Chefs.

Tab 3 - Commission Rates

Question #1 - Provide proposed commission rates (as a percentage of gross sales) for each of the following categories

- **Answer -**
  - Catering Sales **- 12%**
  - Concession Sales **- 12%**
  - Alcohol Sales **- 15%**
  - Floral, Decorating, or other Food & Beverage Vendor Leasing/Licensing **- 12%**
  - Catering/Concessions for City Agency Events Offsite (using City facilities or equipment) **- 12%**

Tab 4 - Catering and Concession Operations

Question #1 - Describe your process for accommodating client-driven menu changes or seasonal updates for both catering and concessions.

- **Answer** - Client Collaboration is one of our company's core values. Accordingly, our first meaningful point of contact with every client begins with a phone consultation (or in-person interactions for concessions). During this meeting, our sales team guides the conversation to focus on the client's vision for their event. The vision includes creative direction, inspirations, menu expectations, serving style preferences, budget, and other important details that the client decides to share. Based on the information (or feedback when talking about concessions) that we receive from a client, we aim to create a proposal (or options to purchase when talking about concessions) that aligns with the client's vision and their expectations.

Question #2 - Provide one example where you adapted your menu to retain a client. Include the situation, what changed, and the result.

- **Answer** - One fun example that happened recently, is we had a client referred to us by an event venue that we had worked with a couple of times in the past. The client was Vietnamese and her fiancé was Italian. She expressed that she wanted a catering menu for their wedding that was half Vietnamese and half Italian. We asked her to send some examples of Vietnamese dishes that she loved and then we scheduled a food tasting for her. She and her fiancé loved the menu and they booked us for their wedding celebration. The result was an incredible collaboration of cultures and flavors that led us to add her Vietnamese dish to our main menu option. It was the first Vietnamese menu we had done!

Question #3 - Outline the range of your catering capabilities including: event size, types of cuisine offered, and service styles (e.g., buffet, plated, stations).

- **Answer** - In the most humble manner, our best catering capability is resourcefulness. We have learned what we are capable of by being open and willing to all different kinds of collaborations with new clients. If there is a vision, we will find a way to execute it. From this belief, we have been able to build our catering company to an event planning company. Based on our history, as of now, we can service events ranging from 0 - 1,000+ guests. We can provide a wide range of cuisines such as (but not limited to), Italian, BBQ, Greek, Caribbean, Japanese, Vietnamese, Mexican, South American, and more. Lastly, our serving styles range from buffet meals, plated meals, duo-plated meals, curated food stations, live-action stations, and charcuterie displays.

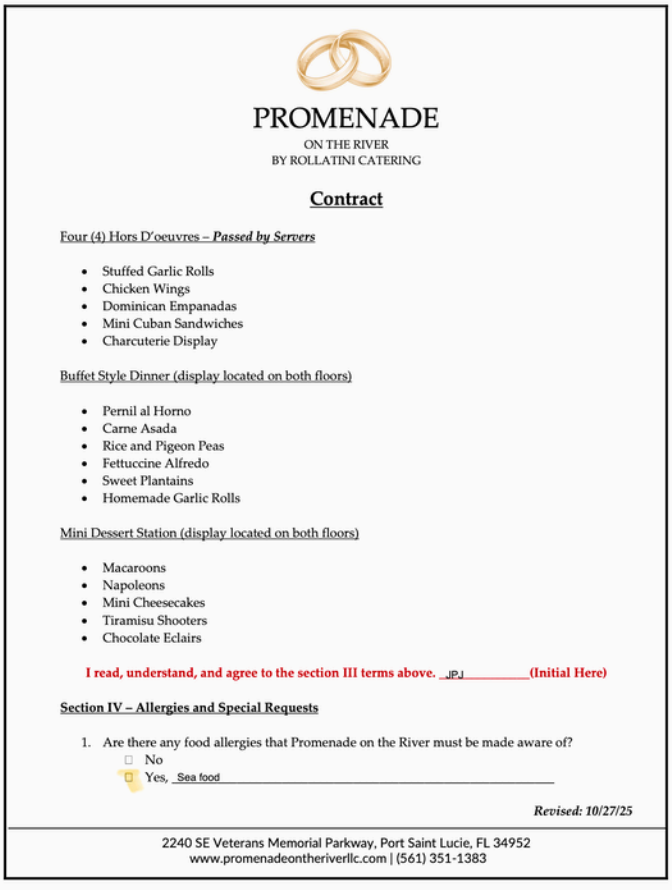
Tab 4 - Catering and Concession Operations (Cont.)

Question #4 - Describe the range of concessions you provide to current clients.

- **Answer** - Currently, the non-food products that we offer to clients are:
  - Table Setting Rentals - Centerpieces, charger plates (various designs to select), dinner plates, flatware (silver or gold), cake plates and flatware, glassware, guest tables, guest chairs (various designs to select), linens and napkins (various materials and colors to select from).
  - Servers
  - Bartenders
  - Bar-Packages

Question #5 - Attach a copy of your most recent catering menu.

- **Answer** - The following was a customized catering menu created for a Quinceañera:
  - **Four (4) Hors D'oeuvres**
    - **Stuffed Garlic Rolls**
    - **Chicken Wings**
    - **Dominican Empanadas**
    - **Mini Cuban Sandwiches**
    - **Charcuterie Display**
  - **Buffet Style Dinner**
    - **Pernil al Horno**
    - **Carne Asada**
    - **Rice and Pigeon Peas**
    - **Fettuccine Alfredo**
    - **Sweet Plantains**
    - **Homemade Garlic Rolls**
  - **Mini Dessert Station**
    - **Macaroons**
    - **Napoleons**
    - **Mini Cheesecakes**
    - **Tiramisu Shooters**
    - **Chocolate Eclairs**



PROMENADE
ON THE RIVER
BY ROLLATINI CATERING

Contract

Four (4) Hors D'oeuvres – *Passed by Servers*

- Stuffed Garlic Rolls
- Chicken Wings
- Dominican Empanadas
- Mini Cuban Sandwiches
- Charcuterie Display

Buffet Style Dinner (display located on both floors)

- Pernil al Horno
- Carne Asada
- Rice and Pigeon Peas
- Fettuccine Alfredo
- Sweet Plantains
- Homemade Garlic Rolls

Mini Dessert Station (display located on both floors)

- Macaroons
- Napoleons
- Mini Cheesecakes
- Tiramisu Shooters
- Chocolate Eclairs

I read, understand, and agree to the section III terms above. JPJ (Initial Here)

Section IV – Allergies and Special Requests

1. Are there any food allergies that Promenade on the River must be made aware of?
   - ☐ No
   - ☑ Yes, Sea food

Revised: 10/27/25

2240 SE Veterans Memorial Parkway, Port Saint Lucie, FL 34952
www.promenadeontheriverllc.com | (561) 351-1383

Tab 4 - Catering and Concession Operations (Cont.)

Question #6 - Provide a sample catering agreement used for your clients. Redact sensitive information if necessary.

- **Answer** - See Pages 21-30.

Question #7 - Identify what you consider to be the top elements of a successful catering event (e.g., staffing, timing, communication, etc.).

- **Answer** - The top elements of a successful catering event are communication, teamwork, an understanding and commitment to the client's vision, timing, and attention to detail.

Question #8 - Report the number of catered events & the number of concession events serviced in your last full fiscal year.

- **Answer** - 93

Question #9 - Provide a sample client invoice showing typical food and beverage pricing, taxes, and any applicable service charges.

- **Answer** - See page 27; However, it's important to note the following: We are equally as accommodating with our document formats as we are with our services. Meaning, although the invoice you'll see on page 27 is standard (the price per person includes the 7% state tax and a 22% catering service fee), sometimes clients prefer to see the invoice itemized. In these instances, we create line items for each charge (package, state tax, catering service fee). Other times, clients want to book with us but are undecided on ALL of the services in their all-inclusive package. In these instances, we create line items for each service separately in order to emphasize the client's decision making and our transparency.

Catering Contract - Chef Victor Events

Section 1 – Client Information

Client Name:

Client Email and Phone Number:

Type of Event:

Number of Guests:

Event Address:

Event Date:

Event Timeline:

I read and confirm the accuracy of the details listed in Section I _____(Initial)

Section II – Required Down Payment

To reserve Chef Victor Events' catering services for an event date and time, Chef Victor Events must receive this signed contract and a nonrefundable down payment of **$2,000.00** from the client. The following payment methods are accepted:

- Zelle Transfers to: NV&VD, LLC at (718) 809-2941
  - **Note:** If the amount you are trying to transfer is greater than your daily Zelle limit, you may send your payment across multiple days until your intended balance is paid.
- Checks Issued to: NV&VD, LLC
  - **Note:** Your check may be dropped off in-person ***or*** mailed to the following address:
    - 2240 SE Veterans Memorial Parkway, Port St. Lucie, FL 34952
- Card Authorization Form (Located in section X)
  - **Note:** There is a 3% processing fee for this method.

I read, understand, and agree to the terms in Section II _____(Initial)

Section III – Table Setting Selections

Based on the client's All-Inclusive Catering Package, Chef Victor Events will provide and set up the following:

- Polyester Linens (client may select any color)
  - Client's Selection: _____
- Polyester Napkins (client may select any color)
  - Client's Selection: _____
- Bone White China Dinner Plates
- Charger Plates (client will be provided various styles to select from)
  - Client's Selection: _____
- Flatware (Silver or Gold)
  - Client's Selection: _____
- Water Glasses
- Cake Plates and Utensils

I read, understand, and agree to the terms in Section III _____(Initial)

Section IV – Catering Menu

The client has selected the **Tuscany Experience Package**. This menu will be served in the following style:

☒ Buffet Style – Servers will serve guests from behind the buffet and the client's menu will be displayed in elegant, stainless-steel, mirror-finish chafing dishes.

☐ Plated Style – Servers will serve each guest their plated dinner in an elegant white glove service. This serving style requires the client to provide each guest's entrée selection to the Chef Victor Events management team no later than two (2) weeks prior to the event date. **Note:** Plated style service must be approved by Chef Victor upon site inspection. Plated style service is an additional $13.95 per guest.

Three (3) Hors D'oeuvres – ***Passed by Servers in a White Glove Service***

- To be selected
- To be selected
- To be selected
- Fruit and Cheese Display

Two (2) Entrees – ***Buffet Style***

- To be selected
- To be selected

Side Dishes – ***Buffet Style***

- To be selected (Salad)
- To be selected (Vegetable)
- To be selected (Starch)
- Homemade Garlic Rolls ***or*** Homemade Plain Rolls w/ Butter on the Side

Vendor Meals

Chef Victor Events must receive the final count of vendor meals requested by the client no later than two (2) weeks prior to the event date. Vendor meals are 50% off.

- Client's Final Vendor Count: _____

I read, understand, and agree to the terms in Section IV _____(Initial)

Section V – Allergies, Dietary Restrictions, and Special Requests

1. Are there any food allergies/food restrictions that the catering team must be made aware of?
   - ☐ No
   - ☐ Yes, _____
     _____

2. Does the client have any special requests?
   - ☐ No
   - ☐ Yes, _____
     _____

I read and confirm the accuracy of the details listed in Section V _____(Initial)

Section VI – Drink Menu – 4 Hours of Service – Add-On Service

Memorable Services

- One (1) signature drink
  - Client's Selection: _____
- One (1) Champagne toast

Well Brand Liquor Menu (all included)

- Vodka
- Rum
- Gin
- Tequila
- Whiskey

Wine Menu (select two)

- ☐ Cabernet Sauvignon
- ☐ Merlot
- ☐ Pinot Noir
- ☐ White Zinfandel
- ☐ Moscato
- ☐ Sauvignon Blanc
- ☐ Pinot Grigio
- ☐ Chardonnay

Beer Menu (select two)

- ☐ Budweiser
- ☐ Bud Light
- ☐ Coors Light
- ☐ Yuengling Lager
- ☐ Michelob Ultra
- ☐ Corona
- ☐ Heineken
- ☐ Stella Artois

Soft Drink Menu

- Coke
- Diet Coke
- Sprite
- Water

Complete Bar Set Up Includes

- Disposable tumblers
- Cocktail Napkins
- Stirrers
- Mixers – Lime juice, grenadine, triple sec, orange juice, cranberry, tonic water, seltzer water
- Garnishments – Lemons and Limes
- Ice

I read, understand, and agree to the terms in Section VI _____(Initial)

Section VII – Services Included

Servers and Bartenders

Chef Victor Events will provide a strong team of servers and bartenders. All servers and bartenders employed by Chef Victor Events have acquired a minimum of two (2) years of experience, and they present themselves in a strict dress code that represents the professionalism of Chef Victor Events and the elegance of the client's event. Both servers and bartenders will provide up to six (6) hours of service (this includes set up and breakdown service). To provide each guest the quality service they deserve, Chef Victor Events assigns one (1) server per 20 guests. This is how the number of servers needed for an event is calculated except for a plated style dinner, where one additional server is needed. In some cases, the client's event may require less staff to be scheduled. This is contingent upon the uniqueness of the client's event. In most cases, the servers' duties are as follows:

- Set up all the client's table setting selections as listed in section III.
- Fill and refill all guests' water glasses.
- Greet each guest arriving to the client's event.
- Pass the hors d'oeuvres or supervise the hors d'oeuvres station (whichever applicable).
- Serve the buffet or plated dinner (whichever applicable).
- Tidy up all guest tables periodically throughout the event.
- Pick up garbage or spilled drinks.
- Be available for all guests and grant their requests (all within reason).

No Hidden Fees

Chef Victor Events has carefully curated the client's package price per person to include the 7% state tax, the 22% catering service fee, and delivery costs. The catering service fee covers all the behind-the-scenes work needed for the magic to happen. This includes menu preparation, transportation, set up services, breakdown services, and clean up services for the client's event. The Chef Victor Events team works hard to create a sense of cohesion and abundance for every celebration.

I read, understand, and agree to the terms in Section VII _____(Initial)

Catering Contract - Chef Victor Events

Section VIII - Invoice

The Tuscany Experience ($75.00 per person x 75 guests).....$5,625.00

Add-On – The Well-Brand All-Inclusive Drink Package ($29.00 per person x 75 guests).....$2,175.00

Total.....$7,800.00

Nonrefundable Down Payment.....(-) $2,000.00

Remaining Balance (Due by 4 Weeks Prior to the Event Date).....$5,800.00

Note: Gratuity is not included (or mandatory) but greatly appreciated by our staff.

Note: The state tax and catering service fee are included in the price per person.

Note: All final menu selections, guest count, and remaining balance are due one (1) month prior the client's event date. No terms are implied or granted, and no work will be allowed to commence until full payment is received. The following payment methods are accepted:

- Zelle Transfers to: NV&VD, LLC at (718) 809-2941
  - **Note:** If the amount you are trying to transfer is greater than your daily Zelle limit, you may send your payment across multiple days until your intended balance is paid.
- Checks Issued to: NV&VD, LLC
  - **Note:** Your check may be dropped off in-person ***or*** mailed to the following address:
    - 2240 SE Veterans Memorial Parkway, Port St. Lucie, FL 34952
- Card Authorization Form (Located in section X)
  - **Note:** There is a 3% processing fee for this method.

I read, understand, and agree to the terms in Section VIII _____(Initial)

Section IX – Cancellations, Rescheduling, and Last-Minute Guest Count Changes

- Chef Victor Events will not issue any refunds after payment has been made in full.
- Chef Victor Events acknowledges unexpected events such as global pandemic related emergencies, extreme weather emergencies, acts of God, and extreme family circumstances that are out of the client's control. Therefore, reserved events can be rescheduled up to 365 days after the original event date with an additional 20% retainer of the client's initial total balance.
- The number of guests may increase after the final payment is made; however, the client must inform Chef Victor Events as soon as possible so proper arrangements can be made. An updated invoice will be sent to the client to be paid at least 48 hours prior to the start of the client's event.
- To execute (and maintain) a highly professional, well-managed operation for every client event, Chef Victor Events begins preparing for events fourteen days prior to the event date. This means staff are scheduled, inventory orders are placed, and services are arranged. Therefore, final balances will NOT be adjusted for a decrease in guests fourteen days or less prior to the event date.

I read, understand, and agree to the terms in Section IX _____(Initial)



Catering Contract - Chef Victor Events

Section X – Card Authorization Form (if applicable)

Name on Debit/Credit Card:_____

Billing Address:_____

Phone Number:_____

Card Type: _____ Mastercard _____ Visa _____ American Express _____Discover Card

Debit/Credit Card Number:_____

Expiration Date: _____ **Security Code**: _____

Cardholder Signature: _____

Date: _____

I, _____, authorize a charge on my debit/credit card for the nonrefundable down payment amount of _____ to NV&VD,LLC on (Date): _____.

I, _____, authorize a charge on my debit/credit card for the remaining balance amount of _____ to NV&VD,LLC on (Date): _____.

Note: Every card transaction will be subject to a 3% processing fee.

Section XI – Client Agreement

I acknowledge that I have read and understood the entirety of this catering contract as provided by Chef Victor Events. By signing below, I agree to all the listed terms in this contract.

_____
Today's Date

_____
Print Name (Client)

_____
Signature(Client)

_____
Chef Victor Duarte
Executive Chef/Owner
Chef Victor Events (NV&VD, LLC)

Tab 4 - Catering and Concession Operations (Cont.)

Question #10 - Describe your billing approach, including tools or systems used to streamline invoicing.

- **Answer** - The first payment that we would receive from a client is their down payment. All remaining balances are due four (4) weeks prior to the client's event. Sometimes clients send small increments of their remaining balance between the day they sign their catering contract until their remaining balance due date. Other times, clients wait until their final due date and submit one final payment. Currently, we accept the following payment methods:
  - Zelle Transfers to: NV&VD, LLC at (718) 809-2941
    - Note: If the amount the client is attempting to transfer is greater than their daily Zelle limit, they may send their payment across multiple days until their intended balance is paid.
  - Checks Issued to: NV&VD, LLC at (718) 809-2941
    - Note: Their check may be dropped off in-person ***or*** mailed to the following address: 2240 SE Veterans Memorial Parkway, Port St. Lucie, FL 34952.
    - Note: The check must be ***received*** by the client's due date.
  - Card Authorization Form (Located within the catering contract)
    - Note: There is a 3% processing fee for this method.
- For all Zelle Transfers - Our bookkeeper has access to the company bank account and is notified when a Zelle Transfer is received. The bookkeeper then notifies the Director of Events that a client has sent payment for a specific amount. The Director of Events will then email the client an acknowledgment of the payment received along with a revised invoice.
- For all Checks Issued - If a client wishes to drop off their check in-person, the Director of Events will provide the client with a date and time to drop off the check. The check will always be received by Executive Chef Victor or our bookkeeper. If the client wishes to mail the check, the Director of Events will ensure that the client has the correct address. The mail is only checked by Executive Chef Victor or our bookkeeper.
- For Card Authorization Forms - These payments are only processed by the Director of Events, Executive Chef Victor, or the Bookkeeper. We process these payments through our Clover POS system.

Tab 4 - Catering and Concession Operations (Cont.)

Question #11 - Explain how your strategy supports client satisfaction, repeat business, and billing accuracy.

- **Answer** - Our strategy supports client satisfaction, repeat business, and billing accuracy through a structured, highly communicative approach that is embedded into every role within our company. As a family-owned and operated business, our leadership team (Executive Chef Victor, Director of Events, and Bookkeeper) works closely together and remains deeply involved in each event. This creates a culture of accountability, attention to detail, and a shared commitment to exceeding client expectations. We maintain clear communication channels both internally and with our clients, ensuring that every detail is confirmed, documented, and revised (if necessary). Each area of our company is required to maintain ongoing communication with the others so that information flows seamlessly throughout the planning and execution process. At the same time, we have a structured system of checks and balances so that if a communication point is ever missed, there are additional touchpoints and oversight roles that catch discrepancies early. Multiple team members review client orders, event summaries, and billing details before they are finalized, ensuring both accuracy and consistency. This combination of transparent communication, defined processes, and layered oversight allows us to deliver a smooth client experience, foster long-term relationships built on trust, and maintain precise and dependable billing. Our clients benefit from a team that is not only highly coordinated, but also genuinely invested in the success of every event we produce.

END OF PROPOSAL DOCUMENT

CONSULTANT'S GENERAL INFORMATION WORK SHEET

1. Corporation, Partnership, Joint Venture, Individual or other? **Limited Liability Company**

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

Name: **NV & VD, LLC**

Address: **2240 SE Veterans Memorial Parkway, Port Saint Lucie, FL 34952**

Telephone Number: **(561) 351-1383**

Fax Number: **N/A**

3. Contact person: **Michelle Duarte** Email: **Rollatini1@gmail.com**

4. Firm's previous names (if any). **Rollatini Italian Restaurant**

5. How many years has your organization been in business? **18 Years**

6. Is the firm claiming Local Preference under City Ordinance 35.12? (YES) / NO

7. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Proposer; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: **None**

Project Number: **N/A**

Project Name: **N/A**

Project Location: **N/A**

Client Name and Phone Number: **N/A**

Engineer Name and Phone Number: **N/A**

Date:	**N/A**
Reason:	**N/A**

Insert additional projects if needed.

8. Has the Contractor 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:

9. 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)

10. List any judgments from lawsuits in the last five (5) years: **N/A**

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

11. 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)

Michelle A. Duarte — Signature

Director — Title

PORT ST. LUCIE
HEART OF THE TREASURE COAST

E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

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 Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
3. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095 Florida Statutes, during the term of this contract and all attributed renewals.
4. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it must provide immediate notice thereof to the City.

E-Verify Company Identification Number	**20-8442086**
Date of Authorization	**December 1, 2025**
Name of Contractor	**NV & VD, LLC**
Name of Project	**Catering Service Proposal for MIDFLORIDA Event Center by NV & VD, LLC**
Solicitation Number (If Applicable)	**Project # 20250193**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on December, 1st, 20 25 in Port Saint Lucie (city), Florida (state).

Michelle Alejandra Duarte
Signature of Authorized Officer

Michelle Alejandra Duarte Director of Events
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 1st DAY OF December, 20 25.

NOTARY PUBLIC Ornan D Alfaro
Notary Public, State of Texas, Harris County

My Commission Expires: 05/22/2028
Electronically signed and notarized online using the Proof platform.

NOTARY PUBLIC STATE OF TEXAS

Ornan Daniel Alfaro

ID NUMBER
132492202
COMMISSION EXPIRES
May 22, 2028

NON-COLLUSION AFFIDAVIT

State of Texas }

County of Harris }

Michelle Alejandra Duarte, being first duly sworn, disposes and says that:
(Name/s)

1. They are Director of Events of NV & VD, LLC the Proposer that
(Title) (Name of Company)

has submitted the attached PROPOSAL;

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

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

4. Neither the said Proposer 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 Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing 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 Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Michelle Alejandra Duarte

(Title) Director of Events

STATE OF ~~FLORIDA~~ Texas }
COUNTY OF ~~ST. LUCIE~~ Harris } SS:

The foregoing instrument was acknowledged before me this *(Date)* 12/01/2025

by: Michelle Alejandra Duarte who is personally known to me or who has produced

DRIVER LICENSE as identification and who did (did not) take an oath.

Commission No. 132492202

Notary Print: Ornan Daniel Alfaro

Notary Signature: Ornan D Alfaro

NOTARY PUBLIC STATE OF TEXAS

Ornan Daniel Alfaro

ID NUMBER
132492202
COMMISSION EXPIRES
May 22, 2028

Electronically signed and notarized online using the Proof platform.

SUPPLIER LOCATION CERTIFICATION

The undersigned, as a duly authorized representative of the Supplier listed herein, certifies to the best of their knowledge and belief, that the Supplier's location is correctly reflected based upon the below information. For purposes of this section, "Location" shall mean a business which:

a) How far is the Supplier's fixed office or distribution point located from City Hall; and

b) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Complete the following and upload this document and the Google Maps print out to the required sourcing platform:

Business Name: **NV & VD, LLC**	
Current Local Address: **2240 SE Veterans Memorial Parkway Port Saint Lucie, FL 34952** Length of time at this address: **4 years**	Phone: **(561)351-1383** Fax: **N/A**
Please provide your prior business address if the above address has been for less than one (1) year, prior to the issuance of this solicitation. **N/A** Length of time at this address: **N/A**	
Home Office Address: **7125 Lake Worth Rd, Lake Worth, FL 33467** Length of time at this address: **18 years**	Phone: **(561)721-0089** Fax: **N/A**

(Signed) Michelle Alejandra Duarte

(Title) Director of Events

STATE OF ~~FLORIDA~~ ODA Texas }
COUNTY OF ~~ST LUCIE~~ } SS:
ODA Harris

NOTARY PUBLIC STATE OF TEXAS
Ornan Daniel Alfaro
ID NUMBER
132492202
COMMISSION EXPIRES
May 22, 2028

The foregoing instrument was acknowledged before me this *(Date)* 12/01/2025

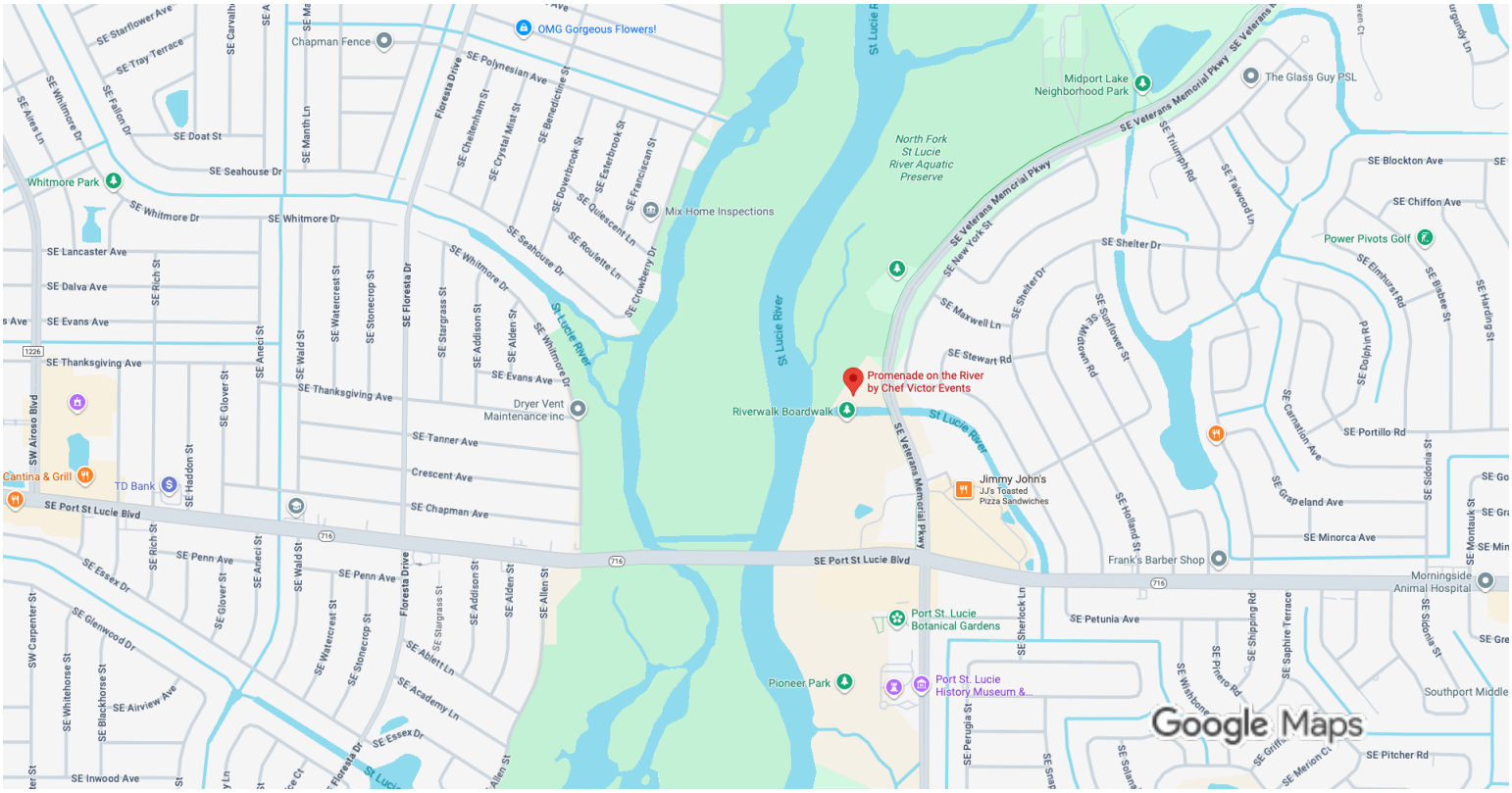
by: Michelle Alejandra Duarte who is personally known to me or who has produced

DRIVER LICENSE as identification and who did (did not) take an oath.

Ornan Daniel Alfaro Ornan D Alfaro Commission No. 132492202

Notary (print & sign name)

Electronically signed and notarized online using the Proof platform.



Map data ©2025 Google 500 ft



Promenade on the River by Chef Victor Events

4.4 ★★★★½ (51)

Wedding venue · ♿

Overview Reviews About

Directions | Save | Nearby | Send to phone | Share

2240 SE Veterans Memorial Pkwy, Port St. Lucie, FL 34952

Open · Closes 11 PM

promenadeontheriverllc.com

(561) 351-1383

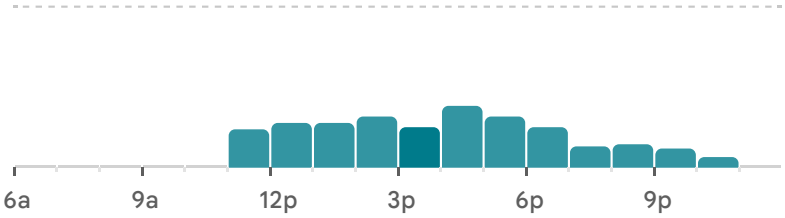
7MGJ+73 Port St. Lucie, Florida

Your Maps activity

Suggest an edit

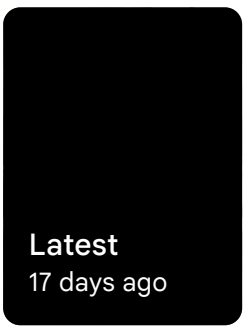
Popular times

Mondays



Photos & videos

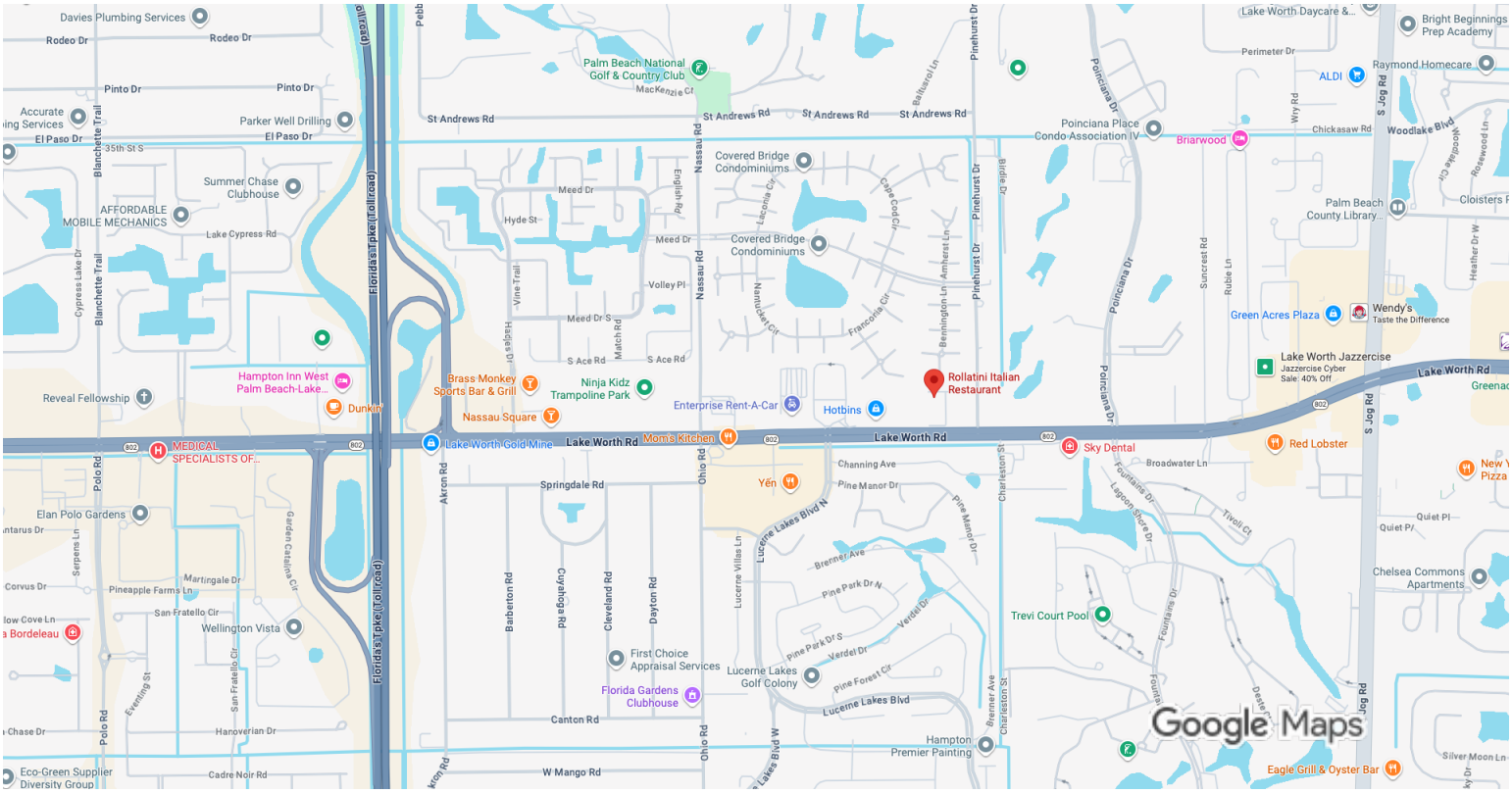








Google Maps Rollatini Italian Restaurant



Map data ©2025 500 ft



Rollatini Italian Restaurant

4.6 ★★★★½ (738) · $20–30

Italian restaurant · ♿

Overview Menu Reviews About

Directions | Save | Nearby | Send to phone | Share

Reserve a table | Order online

Traditional Italian cuisine, including pizza, served in a warm, intimate atmosphere.

✓ Dine-in · ✓ Takeout · ✓ No-contact delivery

7125 Lake Worth Rd, Greenacres, FL 33467

Located in: Worth Plaza

Open · Closes 9 PM

$20–30 per person
Reported by 149 people

Menu
rollatiniitalian.com

rollatinirestaurant.com

(561) 721-0089

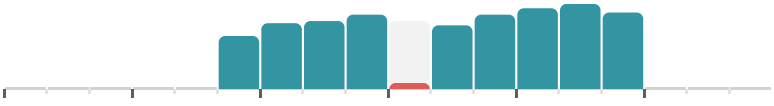
JR9R+CG Greenacres, Florida

Your Maps activity

Suggest an edit

Popular times Mondays

LIVE *Less busy than usual*



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See **Specific Instructions** on page 3.

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

NV & VD LLC

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

DBA / ROLLATINI RESTAURANT

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.

7125 LAKE WORTH RD

Requester's name and address (optional)

6 City, state, and ZIP code

LAKE WORTH FLORIDA 33467

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

2	0	–	8	4	4	2	0	8	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ► [signature] **Date** ► **12/1/25**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

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, *later.*

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,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE NON-SEATING FOOD SERVICE (2010) HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

NBR. OF SEATS: 0

NV AND VD LLC

ROLLATINI ITALIAN RESTAURANT
2240 SE VETERANS MEMORIAL PKWY
PORT SAINT LUCIE FL 34952

LICENSE NUMBER: NOS6603094

EXPIRATION DATE: APRIL 1, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/05/2025

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2025 - 2026

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #4 Receipt #101934

Type of business 7299 MISC/PUBLIC SERVICE (CATERING HALL) Expires SEPTEMB

DBA name

Business: PROMENADE ON THE RIVER LLC

Mailing address: PROMENADE ON THE RIVER LLC
2240 SE VETERANS MEM PKWY
PORT ST LUCIE, FL 34952

Business location: 2240 SE VETERANS MEM PKW
PORT ST LUCIE, FL 34952

GOOD FOR THIS LOCATION ONLY

RENEWAL

Original tax: $15.10 City of Pt St Lucie

Penalty:

Collection cost:

Total: $15.10 Paid 08/14/2025 15.10 L14000182819

0025-20250814-056482

Law requires this Local Business Tax Receipt

PORT SAINT LUCIE FL 34952

LICENSE NUMBER: NOS6603094

EXPIRATION DATE: APRIL 1, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/05/2025

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2025 - 2026

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #4 Receipt #1019346

Type of business 7299 MISC/PUBLIC SERVICE (CATERING HALL) Expires SEPTEMBER 30, 2026

DBA name

Business: PROMENADE ON THE RIVER LLC

Mailing address: PROMENADE ON THE RIVER LLC
2240 SE VETERANS MEM PKWY
PORT ST LUCIE, FL 34952

Business location: 2240 SE VETERANS MEM PKWY
PORT ST LUCIE, FL 34952
GOOD FOR THIS LOCATION ONLY

RENEWAL City of Pt St Lucie
Original tax: $15.10 L14000182819
Penalty:
Collection cost:
Total: $15.10 Paid 08/14/2025 15.10 0025-20250814-056482

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

2025 - 2026

St. Lucie County Local Business Tax Receipt

PROMENADE ON THE RIVER LLC
2240 SE VETERANS MEM PKWY
PORT ST LUCIE, FL 34952

570

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2025

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

Blue Ocean Insurance Agency Corp.
15800 PINES BLVD. SUITE 311
PEMBROKE PINES, FL 33027

CONTACT NAME: Juan Echeverri
PHONE (A/C, No, Ext): 954-678-1654 FAX (A/C, No): 954-644-4673
E-MAIL ADDRESS: info@blueoceanins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	PENN-AMERICA INSURANCE COMPANY	32859
INSURER B :	MOUNT VERNON FIRE INSURANCE COMPANY	26522
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

NV & VD LLC DBA ROLLATINI RESTAURANT
7125 LAKE WORTH RD.
LAKE WORTH, FL 33467

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X	X	PAV0598421	11/07/2025	11/07/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	LIQUOR LIABILITY			LQ 2008835C	11/04/2025	11/04/2026	LIQUOR LIABILITY EACH COMMON CLAUSE	$1,000,000

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

CLASSIFICATION OPERATIONS: RESTAURANTS AND CATERERS

THE CITY OF PORT ST. LUCIE, THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSUREDS. THERE IS A PRIMARY AND NON-CONTRIBUTORY CLAUSE IN FAVOR OF THE CITY OF PORT ST. LUCIE IN ADDITION TO THE ADDITIONAL INSURED CLAUSE.

CERTIFICATE HOLDER

CITY OF PORT ST. LUCIE
121 SW PORT ST. LUCIE BLVD.
PORT ST LUCIE, FL 34984

DATE OF THE EVENT: DECEMBER 4TH, 2025

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

Juan Echeverri

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NV & VD LLC
Balance Sheet
As of October 31, 2025

	Oct 31, 25
ASSETS	
Current Assets	
Checking/Savings	
Checking BoA 8384	100,043.91
Total Checking/Savings	100,043.91
Other Current Assets	
Food Inventory	7,500.00
Total Other Current Assets	7,500.00
Total Current Assets	107,543.91
Fixed Assets	
Furniture and Equipment	50,000.00
Total Fixed Assets	50,000.00
TOTAL ASSETS	**157,543.91**
LIABILITIES & EQUITY	
Equity	
Member 1 Draws	-37,743.98
Opening Balance Equity	189,757.41
Net Income	5,530.48
Total Equity	157,543.91
TOTAL LIABILITIES & EQUITY	**157,543.91**

NV & VD LLC
Profit & Loss
January through October 2025

	Jan - Oct 25
Ordinary Income/Expense	
Income	
Food Sales	700,275.87
Total Income	700,275.87
Cost of Goods Sold	
Food Purchases	231,997.28
Restaurant Supplies	952.27
Total COGS	232,949.55
Gross Profit	467,326.32
Expense	
Accounting	4,750.00
Advertising and Promotion	1,286.90
Auto	520.72
Bank Service Charges	168.44
Business Licenses and Permits	2,801.75
Cleaning	38.41
Computer and Internet Expenses	2,824.87
Insurance Expense	2,204.00
Interest	245.12
Office	29,712.54
Office Supplies	25.34
Payroll Expenses	330,203.11
Pest Control	1,825.89
Professional Fees	5,345.00
Rent Expense	31,595.30
Repairs and Maintenance	5,442.04
Sanitation	1,156.71
Subscriptions	2,449.00
Telephone Expense	112.50
Tolls & Parking	1,767.00
Training	50.00
Uniforms	6,492.78
Utilities	30,778.42
Total Expense	461,795.84
Net Ordinary Income	5,530.48
Net Income	**5,530.48**

NV&VD LLC
Balance Sheet
12.31.2024

Cash	27,980
Inventory	7,500
Equipment	50,000
Total Assets	85,480
Members' Equity	85,480

NV&VD LLC
Income Statement
Jan to Dec 2024

Sales	994,996
Cost of Goods Sold	(296,578)
Gross Profit	698,418
Salaries	(309,705)
Repairs and Maintenance	(5,700)
Rent	(41,915)
Taxes and Licenses	(102,595)
Auto	(13,700)
Bank fees	(22,692)
Consulting	(2,500)
Insurance	(13,507)
Legal and Professional	(38,916)
Maintenance	(4,765)
Miscellaneous	(27,837)
Tolls and Parking	(1,475)
Supplies	(26,489)
Telephone	(4,965)
Utilities	(30,863)
Net Income	50,794

NV&VD LLC
Balance Sheet
12.31.2023

Cash	19,500
Inventory	9,200
Equipment	50,000
Total Assets	78,700
Members' Equity	78,700

NV&VD LLC
Income Statement
Jan to Dec 2023

Sales	990,307
Cost of Goods Sold	(354,901)
Gross Profit	635,406
Salaries	(346,195)
Repairs	(3,619)
Rent	(39,400)
Taxes and Licenses	(121,605)
Auto	(12,600)
Insurance	(9,264)
Legal and Professional	(10,800)
Maintenance	(3,619)
Miscellaneous	(250)
Tolls and Parking	(1,202)
Supplies	(17,963)
Telephone	(4,800)
Utilities	(14,700)
Net Income	49,389

Agenda Summary

2026-248

Agenda Date: 3/23/2026 **Agenda Item No.:** 7.g

Placement: Consent Agenda

Action Requested: Motion / Vote

Award Contract #20260079 for Glades Wastewater Treatment Facility Deep Injection Well No. 2.

Submitted By: India Barr, Procurement Contracting Officer II, Procurement Management Division (PMD).

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: India Barr, Procurement Contracting Officer II, PMD.
2. Parties: City of Port St. Lucie and Youngquist Brothers, LLC.
3. Purpose: The Utility Systems Department plans to construct an additional Class I deep injection well (IW-2) at the Glades Wastewater Treatment Facility to meet future demands as well as act as redundancy for the existing injection well during routine maintenance or in emergency situations.
4. New/Renewal/Modified: New.
5. Duration: The term of the contract is 15 months.
6. Benefits to Port St. Lucie: A second deep injection well mitigates operational issues in the event that the existing deep injection well fails or must undergo routine maintenance and testing. This redundancy also enables increased wastewater treatment capacity by removing constraints placed on the system by limited effluent disposal capacity, allowing for future plant expansion to meet increasing demands on the system.
7. Cost to Port St. Lucie (Annual and Potential): One-time expense in the amount of $15,968,500.00.

Presentation Information: N/A.

Staff Recommendation: Move that the Council approve Contract #20260079 for the Glades Wastewater Treatment Facility Deep Injection Well No. 2 with Youngquist Brothers, LLC.

Alternate Recommendations:

1. Move that the Council amend and approve the recommended bid.
2. Move that the Council reject all bids and provide staff with direction to rebid or cancel the Invitation for Bids.

Background: The City of Port St. Lucie Utility Systems Department (USD) currently operates a Class I deep injection well system at the Glades Wastewater Treatment Facility (WWTF). The WWTF's current treatment

capacity is 12 million gallons per day (MGD) and there was always a plan to expanded. The facility is currently being evaluated, and planning is underway to expand the treatment plant capacity to either 18 or 24 MGD.

The current WWTF injection well system consists of one Class I Industrial deep injection well (IW-1) and an associated dual-zone monitor well (MW-1). The injection well system is used for disposal of treated wastewater and also serves as a backup disposal option for reverse osmosis concentrate from the James E. Anderson Water Treatment Plant. Effluent is treated to high-level disinfection standards prior to disposal via the Glades WWTF deep injection well system.

The USD plans to construct an additional Class I deep injection well (IW-2) at the WWTF to meet future demands as well as act as redundancy for the existing injection well during routine maintenance or in emergency situations. An Invitation for Bids (IFB) was issued on November 12, 2025 to 1279 potential contractors. The project documents were downloaded by 69 potential contractors, with 1 proposal submitted on January 12, 2026.

Issues/Analysis: Although there was only one bid submitted, time is of the essence on this project to construct IW-2 to meet future demand. Prior to cancelling the IFB, attempt was made to negotiate with the sole bidder, Youngquist Brothers, LLC, since there are a limited number of contractors in this field of work. Through negotiations between the parties, a savings of over $3 million was mutually agreed upon. Therefore, staff respectfully requests the contract be awarded to Youngquist Brothers, LLC.

Financial Information: Funds are appropriated in the adopted budget for Utilities Operating Fund / LTC Water Treatment Facility / Improvement (#448-3513-563000).

Special Consideration: N/A.

Location of Project: N/A.

Attachments:

1. Notice of Intent to Award.
2. Bid Tabulation.
3. Signed Contract.
4. Bid Documents.
5. Awarded Bidder's Response.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25300-05.

Legal Sufficiency Review:
Reviewed by Alyssa Lunin, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

City of Port St. Lucie
Procurement Management Division
India Barr, Procurement Contracting Officer, II
121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984
(772) 871-5223

NOTICE OF INTENT TO AWARD

IFB No. 20260079

Glades Wastewater Treatment Facility Deep Injection Well No. 2

RESPONSE DEADLINE: January 12, 2026 at 3:00 pm

Tuesday, February 24, 2026

Thank you for submitting an offer in response to 20260079 Glades Wastewater Treatment Facility Deep Injection Well No. 2. The City has evaluated all submittals received in response to the solicitation and intends to award a contract to:

- **Youngquist Brothers, LLC for the Award Amount of $15,968,500.00 .**

Unsuccessful offeror(s):

- Florida Design Drilling, LLC. (No Bid)

Please Note: The Notice of Intent to Award (NOIA) is not notice of an actual contract award; instead, the NOIA is notice of the City's expected. Contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, Section 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

Protest Process

Proposers should familiarize themselves with the procedures set forth in City Code of Ordinances, Section 35.15.

Once again thank you for participating in this solicitation and for your interest in doing business with the City.

Sincerely,

India Barr, Procurement Contracting Officer II

City of Port St. Lucie
Procurement Management Division
121 SW Port St. Lucie Blvd,, Port St. Lucie, FL 34984

EVALUATION TABULATION
IFB No. 20260079
Glades Wastewater Treatment Facility Deep Injection Well No. 2
RESPONSE DEADLINE: January 12, 2026 at 3:00 pm
Report Generated: Tuesday, January 13, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Youngquist Brothers, LLC	$0.00

GLADES WWTF INJECTION WELL IW-2 PROJECT NO. 63-0007

Cost Table

Glades WWTF Injection Well IW-2 Project No. 63-0007					Youngquist Brothers, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Base Bid Item No.1 - Construction of Injection Well IW-2						
	1	General Conditions, Mobilization, and Demobilization	1	LS	$6,390,000.00	$6,390,000.00
	2	Drill pilot hole from 665 feet to 3,500 feet	2835	FT	$500.00	$1,417,500.00
	3	Provide and install drillable bridge plug at 2,600 feet	1	LS	$25,000.00	$25,000.00
Boreholes and Reamed Holes						
	4	64-inch diameter - pad level to approximately 195 feet	195	FT	$650.00	$126,750.00
	5	58-inch - diameter - approximately 195 feet to 665 feet	470	FT	$650.00	$305,500.00
	6	48-inch diameter - approximately 665 feet to 1,605 feet	940	FT	$650.00	$611,000.00

Glades WWTF Injection Well IW-2 Project No. 63-0007					Youngquist Brothers, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
	7	40-inch diameter - approximately 1,605 feet to 2,605 feet	1000	FT	$650.00	$650,000.00
	8	30-inch diameter - approximately 2,605 feet to 3,500 feet	895	FT	$300.00	$268,500.00
Casing						
	9	Furnish and install 58-inch carbon steel casing	190	FT	$950.00	$180,500.00
	10	Furnish and install 48-inch carbon steel casing	660	FT	$750.00	$495,000.00
	11	Furnish and install 40-inch carbon steel casing	1600	FT	$600.00	$960,000.00
	12	Furnish and install 30-inch carbon steel casing	2600	FT	$650.00	$1,690,000.00
Furnish and Emplace Cement and Additives						
	13	Cement 58-inch casing; includes cement-top temperature logs	190	LF	$150.00	$28,500.00
	14	Cement 48-inch casing; includes cement-top temperature logs	660	LF	$150.00	$99,000.00
	15	Backplug pilot hole with cement - approximately 810 feet to 1,700 feet	890	LF	$150.00	$133,500.00
	16	Cement 40-inch casing; includes cement-top temperature logs	1600	LF	$200.00	$320,000.00
	17	Backplug pilot hole with cement - approximately 1,750 feet to 2,600 feet	850	LF	$150.00	$127,500.00
	18	Cement 30-inch casing; includes cement-top temperature logs	2600	LF	$200.00	$520,000.00
Geophysical Logging:						

Glades WWTF Injection Well IW-2 Project No. 63-0007					Youngquist Brothers, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
	19	Perform borehole logging from 0 to 195 feet	1	LS	$65,000.00	$65,000.00
	20	Perform borehole logging from 190 to 665 feet	1	LS	$65,000.00	$65,000.00
	21	Perform pilot hole logging from 660 to 1,700 feet; static and dynamic	1	LS	$85,000.00	$85,000.00
	22	Perform reamed hole logging from 660 to 1,605 feet	1	LS	$65,000.00	$65,000.00
	23	Perform pilot hole logging from 1,600 to 3,500 feet; static and dynamic	1	LS	$85,000.00	$85,000.00
	24	Perform reamed hole logging from 1,600 to 2,605 feet	1	LS	$65,000.00	$65,000.00
	25	Perform reamed hole logging from 2,600 to 3,500 feet	1	LS	$65,000.00	$65,000.00
	26	Perform cement-bond, downhole video, background gamma-ray, and RTS logging	1	LS	$195,000.00	$195,000.00
	27	Collect and analyze 10-foot cores	8	EA	$30,000.00	$240,000.00
	28	Set up and perform inflatable packer testing	11	EA	$40,000.00	$440,000.00
	29	Set up and perform pressure test on 30-inch casing	1	LS	$95,000.00	$95,000.00
	30	Develop and collect final water quality sample in IW-2	1	LS	$35,000.00	$35,000.00
	31	Perform laboratory water quality analyses	1	LS	$45,000.00	$45,000.00
	32	Setup and Perform Injection Test of IW-2	1	LS	$150,000.00	$150,000.00

Glades WWTF Injection Well IW-2 Project No. 63-0007					Youngquist Brothers, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
	33	Setup and Perform Annular Pressure Test of IW-1	1	LS	$50,000.00	$50,000.00
	34	Setup and Perform Injection Test of IW-1	1	LS	$150,000.00	$150,000.00
	35	Furnish and Install Injection Well IW-2 Wellhead and Surface Facilities (Inc. Concrete Pad)	1	LS	$650,000.00	$650,000.00
	36	Furnish and Install Buried Piping, Valves and Fittings	1	LS	$500,000.00	$500,000.00
	37	General Sitework (Including Restoration)	1	LS	$475,000.00	$475,000.00
	38	Electrical and Instrumentation Work	1	LS	$600,000.00	$600,000.00
Base Bid Item NO.2 - Standby Time						
	39	Standby Time	60	HR	$500.00	$30,000.00
Total						$0.00

SET AMOUNTS BY CITY

Owners Contingency

Set Amounts by City					Youngquist Brothers, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
	40	Owner's Contingency	1	LS	$500,000.00	$500,000.00
Total						$0.00

CITY OF PORT ST. LUCIE
CONTRACT #20260079
Glades Wastewater Treatment Facility Deep Injection Well No.2

This CONTRACT executed this _____ day of _____, 2026, 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," and **Youngquist Brothers, LLC., 15465 Pine Ridge Rd. Fort Myers, Florida 33908, (239) 489-4444** hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

SECTION I:
RECITALS

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

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor for the **Glades Wastewater Treatment Facility Deep Injection Well No. 2**, as well as other tasks more specifically described in this Contract; and

WHEREAS, Contractor is qualified, willing, and able to provide the Work specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Work specified and in the amount as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part hereof for reference.

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 with read receipt, or by Fed-EX, UPS, courier or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

A. The same day, if sent via email with read receipt.

B. Within one (1) day in the case of overnight hand delivery, courier, or services such as Fed-Ex or UPS with guaranteed next day delivery; or,

C. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Contractor: Harvey B Youngquist, Jr.
Youngquist Brothers, LLC.
15465 Pine Ridge Rd.
Fort Myers, Florida 33908
(239) 489-4444
harvey@youngquistbrothers.com

City Contract Administrator: India Barr
Procurement Management Division
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 344-4055
ibarr@cityofpsl.com

City Project Manager: Colleen Jacobsen
CIP Administrator
1001 SE Prineville St.
Port St. Lucie, FL 34983
(772) 871-7309
cjacobsen@cityofpsl.com

SECTION III:
DESCRIPTION OF SERVICES TO BE PROVIDED

The City of Port St. Lucie Utility Systems Department (USD) intends to construct a new Class I deep injection well, designated as IW-2, at the Glades WWTF. This well will be located approximately 140 feet west of MW-1 (and no more than 150 feet) and will follow a Class I Municipal design. The well will include a pit pipe with a minimum diameter of 66 inches, and concentric steel casings of 58, 48, 40, and 30 inches in diameter.

Scope of Work

The Contractor shall perform the following tasks, including but not limited to:

- **Pad Monitoring Wells**
  - Install four shallow water-table monitoring wells.
- **Injection Well IW-2**
  - Construct and test the new deep injection well IW-2.
  - Conduct one injection test at IW-2.
- **Existing Well IW-1**
  - Perform hydrostatic pressure testing on existing Class I injection well IW-1.
  - Conduct one 12-hour injection test at IW-1.

- **Final Site Restoration**
    - Complete all restoration activities to return the site to its intended condition.

Contractor Requirements

Licensing & Certification

- Must be duly licensed by the State of Florida and all applicable authorities.
- Must hold a valid Water Well Contractor license for the State of Florida, St. Lucie County, and the City of Port St. Lucie.

Equipment Standards

- Must provide drilling rigs and components of sufficient size and condition.
- Drilling rigs must have a **maximum rated static hook load capacity** (as defined by the American Petroleum Institute) of at least **1.5 times the maximum anticipated casing string weight**.

Experience Requirements

- Must have successfully completed **two large-diameter UIC Class I deep injection wells in Florida** within the past **five years**.
- Each well must have a final casing diameter of **at least 24 inches** and a setting depth of **at least 2,000 feet below pad level.**

Demonstrated experience in:

- Drilling and well construction in **highly permeable carbonate formations**, including formation fluid and drilling fluid management.
- **Artesian head control** up to **80 feet above land surface** during all aspects of drilling and testing.
- **Reverse air drilling techniques** and equipment required to create suitable velocities to remove cuttings from the borehole.

SECTION IV:
TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate 15 months thereafter on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered 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 V:
RENEWAL OPTION

There are no renewal options for this Contract.

SECTION VI:
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per project basis for the unit prices listed below. Payments will be disbursed in the following manner.

			NEGOTIATION (FEB. 10, 2026)			
Line Item		Description	Quantity	Unit of Measure	Unit Cost	Total
Base Bid Item No.1 - Construction of Injection Well IW-2						
	1	General Conditions, Mobilization, and Demobilization	1	LS	$6,190,000.00	$6,190,000.00
	2	Drill pilot hole from 665 feet to 3,500 feet	2835	FT	$500.00	$1,417,500.00
	3	Provide and install drillable bridge plug at 2,600 feet	1	LS	$25,000.00	$25,000.00
Boreholes and Reamed Holes						
	4	~~64~~ 70-inch diameter - pad level to approximately 195 feet	195	FT	$650.00	$126,750.00
	5	~~58~~ 60-inch - diameter - approximately 195 feet to 665 feet	470	FT	$650.00	$305,500.00
	6	~~48~~ 50-inch diameter - approximately 665 feet to 1,605 feet	940	FT	$650.00	$611,000.00
	7	40-inch diameter - approximately 1,605 feet to 2,605 feet	1000	FT	$650.00	$650,000.00
	8	30-inch diameter - approximately 2,605 feet to 3,500 feet	895	FT	$300.00	$268,500.00
Casing						
	9	Furnish and install ~~58~~ 60-inch carbon steel casing	190	FT	$675.00	$128,250.00
	10	Furnish and install ~~48~~ 50-inch carbon steel casing	660	FT	$525.00	$346,500.00
	11	Furnish and install 40-inch carbon steel casing	1600	FT	$415.00	$664,000.00
	12	Furnish and install 30-inch carbon steel casing	2600	FT	$495.00	$1,287,000.00
Furnish and Emplace Cement and Additives						
	13	Cement ~~58~~ 60-inch casing; includes cement-top temperature logs	190	LF	$150.00	$28,500.00
	14	Cement ~~48~~ 50-inch casing; includes cement-top temperature logs	660	LF	$150.00	$99,000.00
	15	Back plug pilot hole with cement - approximately 810 feet to 1,700 feet	890	LF	$150.00	$133,500.00
	16	Cement 40-inch casing; includes cement-top temperature logs	1600	LF	$200.00	$320,000.00
	17	Back plug pilot hole with cement - approximately 1,750 feet to 2,600 feet	850	LF	$150.00	$127,500.00
	18	Cement 30-inch casing; includes cement-top temperature logs	2600	LF	$200.00	$520,000.00
Geophysical Logging:						
	19	Perform borehole logging from 0 to 195 feet	1	LS	$65,000.00	$65,000.00
	20	Perform borehole logging from 190 to 665 feet	1	LS	$65,000.00	$65,000.00
	21	Perform pilot hole logging from 660 to 1,700 feet; static and dynamic	1	LS	$85,000.00	$85,000.00
	22	Perform reamed hole logging from 660 to 1,605 feet	1	LS	$65,000.00	$65,000.00
	23	Perform pilot hole logging from 1,600 to 3,500 feet; static and dynamic	1	LS	$85,000.00	$85,000.00
	24	Perform reamed hole logging from 1,600 to 2,605 feet	1	LS	$65,000.00	$65,000.00
	25	Perform reamed hole logging from 2,600 to 3,500 feet	1	LS	$65,000.00	$65,000.00
	26	Perform cement-bond, downhole video, background gamma-ray, and RTS logging	1	LS	$195,000.00	$195,000.00
			8	EA	$30,000.00	$240,000.00
	27	Collect and analyze 10-foot cores	11	EA	$40,000.00	$440,000.00
	28	Set up and perform inflatable packer testing	1	LS	$95,000.00	$95,000.00
	29	Set up and perform pressure test on 30-inch casing	1	LS	$35,000.00	$35,000.00
	30	Develop and collect final water quality sample in IW-2	1	LS	$45,000.00	$45,000.00
	31	Perform laboratory water quality analyses	1	LS	$150,000.00	$150,000.00
	32	Setup and Perform Injection Test of IW-2	1	LS	$50,000.00	$50,000.00
	33	Setup and Perform Annular Pressure Test of IW-1	1	LS	$150,000.00	$150,000.00
	34	Setup and Perform Injection Test of IW-1	1	LS	$295,000.00	$295,000.00
	35	Furnish and Install Injection Well IW-2 Wellhead and Surface Facilities (Inc. Concrete	0	LS	$500,000.00	$0.00
			0	LS	$475,000.00	$0.00
	36	Furnish and Install Buried Piping, Valves and Fittings	0	LS	$600,000.00	$0.00
	37	General Sitework (Including Restoration)				
	38	Electrical and Instrumentation Work				
Base Bid Item NO.2 - Standby Time						
	39	Standby Time	60	HR	$500.00	$30,000.00
		Total				$15,468,500.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
40	Owner's Contingency	1	LS	$500,000.00	$500,000.00
	Total				$500,000.00
	TOTAL (Base Bid Item No.1, Base Bid Item No. 2, Owner's Contingency):				**$ 15,968,500.00**

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 – Within twenty (20) business days, the City shall pay the Contractor the sum of money due each Progress Payment that is properly allocated to labor, materials, and equipment incorporated in the work for the period covered in the application for progress payment. Retainage will be held at five percent (5%) from each progress payment.

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 the City finds the work acceptable under the terms of the Contract and the Contract is fully performed, the entire balance will be due to the Contractor and will be paid to the Contractor within twenty (20) business days. Such final payment of 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. In lieu of Final Release, the Contractor may submit a Consent of Surety along with the Final Invoice. All manufacturer's warranty documents must be provided in the format requested by the City prior to final payment.

Invoices for services shall be submitted once per month, by the tenth (10^{th}) day of each month, and payments shall be made within twenty (20) business days, unless the Contractor has chosen to take advantage of the Purchasing Card Program, which could provide for payment within several days. Payments shall be made within twenty (20) business 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 as described above, and is approved by the Project Manager as required under Section XIX 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, detail of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens.

All invoices are to be sent to the Project Manager and usdinvoices@cityofpsl.com

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

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

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

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. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent 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 determined by mutual agreement of the parties before starting the work involved in the change order.

For Construction Contracts – Compliance with Section 218.755, Florida Statutes: If the Contract is for construction services, Contractor must comply with the following to submit a proper price quote for a change order requested or issued by the City:

A. Contractor must submit the price quote on the City's Change Order Request form to ensure it communicates all relevant information in a uniform document for submission to the City.

B. All fields and directions on the Change Order Request Form must be completed/followed.

C. Contractor shall act in good faith when submitting a price quote.

D. Contractor shall submit the COR to the City Contract Administrator, City Project Manager, and any other email address listed here: Contractor understands it is imperative that it notify all listed parties in order to ensure the COR is received and processed by the City.

E. If there is a CEI for the project under this Contract, Contractor shall obtain the CEI's approval prior to submitting the COR to the City for review.

F. If there is a grant and/or other funding agreement, Contractor shall comply with all requirements in those agreements necessary to submit a change order.

SECTION VIII:
CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Solicitation and Specifications on file in the Procurement Management Division of the City. All documents submitted by the Contractor in relation to said bid, 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 IX:
INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor's control in connection with the Contractor's performance of services under this Contract. To that extent, Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent, laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION X:
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

SECTION XI:
INSURANCE

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 sovereign 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 and/or 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.

1. Workers' Compensation Insurance & Employer's Liability: 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 shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

2. Commercial General Liability Insurance: The Contractor shall agree to maintain 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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) 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. Coverage shall apply on a primary and non-contributory basis. 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. 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.

   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 shall be included as additional insured and shall include Contract #20260079 – Glades Wastewater Treatment Facility Deep Injection Well No. 2."** 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. All notices shall be sent to the Procurement Management Department, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984. 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.

4. Business Automobile Liability Insurance: 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 non-contributory basis.

5. Pollution Insurance: Contractor shall procure and agree to maintain in full force during the term of this Contract, Contractors Pollution Liability Insurance in limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

6. Builder's Risk Insurance: Contractor shall purchase and maintain Builder's Risk insurance in an amount equal to 100% of the completed value of the project including any amendments thereto (without coinsurance). Contractor's policy shall be written on an "ALL Risk" Builders Risk form that shall cover physical loss or damage to the Work, temporary buildings, construction forms and scaffolding, materials and equipment in transit or in storage/at temporary locations, and should extend coverage to foundations, excavations and other underground property. Coverage shall insure against at least the following perils or causes of loss: fire, lightning, windstorm/and hail, theft (including theft of materials whether or not attached to any structure), vandalism and malicious mischief, flood, earthquake, collapse, and such other perils or causes of loss as may be specifically required. The policy shall include coverage for pollutant cleanup, debris removal, demolition and increased cost of construction, water damage, backup of sewers and drains, testing and startup of building systems (including hot testing), and mold & fungus remediation. The Builders Risk coverage shall include a waiver of subrogation rights endorsement in favor of the City.

   The "ALL RISK" Builder's Risk Insurance must also cover soft costs, including additional advertising/promotional, additional license and permit fees, additional legal/accounting fees, insurance premiums including builder's risk, and architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril.

   This policy must include insurance for the City of Port St. Lucie, Contractor, Subcontractors, Architect/Engineer and Consultants for their interest in covered property. The City's policy will not provide coverage related to this project.

   The Contractor has the right to purchase coverage or self-insured any exposures not required by these specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

   The Contractor is responsible for all deductibles including those for windstorms.

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

8. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City of Port St. Lucie reserves the right, but is not, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of Contract. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured, without the language, "when required by written contract." If Contractor, any independent contractors, and/or any subcontractors 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 may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but is not obligated, 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.

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. Additionally, upon any Contract price increase, Contractor shall obtain a bond rider to ensure that the Performance and Payment Bond never drops below 100% of the Contract Price. For clarity, this means that if there is any amendment, change order, purchase order, or any other approval for additional funds under the Contract, Contractor shall obtain a bond rider covering 100% of the increase. 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 for 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.

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

SECTION XII:
ACTS OF GOD

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

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, 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 XIII:
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 or entity 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 XIV:
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. Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The Contractor and any 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 Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, 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 sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform under this Contract.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.
2. During the term of the Contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of

transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Contract.

4. The Contractor agrees to make available to the City, during normal business hours, all books of account, reports and records relating to this Contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

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

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

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

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

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

TRADE SECRETS

Any material submitted to the City that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, the Contractor shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City of records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Contractor. Contractor shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages,

judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

SECTION XV:
SCRUTINIZED COMPANIES

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XVI:
E-VERIFY

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such cause of action must be filed in St. Lucie, County, Florida, in accordance with the Venue provision, as provided herein.

SECTION XVII:
CONTRACT ADMINISTRATION

Amendments. The City and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

Fiscal Year- All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Joint Venture. Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Performance by Industry Standards. The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

Permits, Licenses, and Certifications. The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the Contract, and return it with the signed contract and insurance documents.

Use of Name or Intellectual Property. Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the City.

Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

SECTION XVIII:
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 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 final payment is issued to the Contractor. The project is fully accepted by the City when final payment is issued to the Contractor.

Miscellaneous Testing – The Contractor shall 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 are 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. Any such reimbursement, at the City's option, may 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. 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/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 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.

Permits, Licenses, and Certifications – The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form,** provided with this Contract, and return it with the signed Contract and insurance documents

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies. Contractor may agree to allow other public agencies the same items at the same terms and conditions as this Contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies – If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject 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 of 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 any subcontractor of the Contractor.

Labor and Equipment – The Contractor shall utilize experienced personnel 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 and termination of the Contract.

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 (e.g., 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.

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, bitumen's, 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 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 on behalf of the Contractor 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 structure, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. The Contractor shall provide workmen that shall make do and proper effort to execute the work in the manner prescribed in the Contract documents.

Conflict of Interest – 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.

Weather Days – Weather days are defined as those which the City will grant time extensions, on a day-to-day basis, for delays caused by the effects of rain or other inclement weather conditions, related adverse soils, or suspensions of operations that prevent the Contractor from working. No work requiring inspections / testing may be performed on days granted as weather days. If a Contractor claims a weather day, no work shall be performed.

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 sole 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 341984-5099 (772) 871-5175

SECTION XIX:
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 materials have 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 VI. However, if, upon 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. The Contractor shall then be afforded an opportunity, if desired by it, 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 it may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. All such costs incurred by the City, in the City's option, may 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. Such examination, inspection, or tests made by the Project Manager, at any time, 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 give 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 materials, 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/or 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 monies due to the Contractor or his Surety.

Repair or Replacement – Should any defect appear during the warranty period, the Contractor shall, at its 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 XX:
LICENSING

Contractor warrants that it and its employees possess all licenses and certifications necessary to perform required work and is not in violation of any laws. Contractor warrants that such licenses and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XXI:
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets – The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the Contract.

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

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

SECTION XXII:
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. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty. Any assignment

and/or assumption by/through Contractor and a third party via a business transaction is strictly conditioned upon the third party assuming all obligations under the Contract as it exists at the time of the assignment and/or assumption.

SECTION XXIII:
TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law, to the extent allowed by applicable federal or state law, including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;
VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
VII. The Contractor furnished any statement, representation, or certification in connection with the Contract, which is materially false, deceptive, incorrect, or incomplete.

Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the City may:

I. Immediately terminate the Contract without additional written notice(s); and/or
II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may 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.

Termination for Convenience. The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least thirty (30) days' prior written notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.

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 thousand dollars ($1,000.00) as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed. The parties agree that this amount represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of City's actual damages at the time of contracting. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount thereof. This shall be the City's sole remedy as to these delays. Any other provision herein that provides for multiple, alternative, discretionary, or cumulative relief, shall not apply to this paragraph.

SECTION XXIV
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 are not 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 XXV
APPROPRIATION APPROVAL

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

SECTION XXVI
LAW, VENUE, AND WAIVER OF JURY TRIAL

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, arising out of this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

The parties to this Contract hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXVII:
CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor 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 Contractor 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 Contractor shall disclose all its Treasure Coast clients and related Scope of Work.

SECTION XXVIII:
PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXIX:
ATTORNEY'S FEES

Each party is responsible for its own attorney's fees for any action arising from or related to this Contract. Each party expressly waives any right to seek attorney's fees from the other party, regardless of the source of such right.

SECTION XXX:
CODE OF ETHICS

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXXI:
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXXII:
SEVERABILITY

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

SECTION XXXIII:
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, sanitary and safe condition.

SECTION XXXIV:
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; original estimates; estimating worksheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

SECTION XXXV:
FORCE MAJEURE

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes, and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with, provided, the party so affected shall use reasonable efforts to remedy or remove such causes of

non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXVI:
CONSTRUCTION

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XXXVII:
NON-EXCLUSIVITY

The Contractor acknowledges and agrees that this Contract is non-exclusive.

SECTION XXXVIII:
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION XXXIX:
COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

SECTION XL:
POTENTIAL FUNDING SOURCES AND REQUIREMENTS

Contractor acknowledges that City may elect to compensate Contractor under this Contract through state or federal grant funding. Although there is no current funding source, such funding has been used under the City's contract for the same Work in the past. Contractor agrees that, upon being made aware that a project is to be funded through grant funding, Contractor shall perform all tasks related to this Contract in accordance with the applicable grant agreements, laws, rules, regulations, or guidance, which may include, but not be limited to, 2 C.F.R. part 200, including the Build America, Buy America Act, the Davis-Bacon Act, and federal prevailing wage standards; FHWA 1273; as well as others. In addition, the City may unilaterally amend terms of this Contract by notice to Contractor to comply with the requirements of law or any grant agreement that the City determines it may wish to utilize to compensate Contractor. Contractor's agreement to comply with these requirements is a material part of the Contract, and Contractor's failure to so comply shall be a breach of this Contract.

SECTION XLI:
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have executed this Contract, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Purchasing Agent

YOUNGQUIST BROTHERS, LLC.

By: _____
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization, this 4th day of MARCH, 2026, by Harvey Youngquist JR who is [X] personally known to me, or who has [ ] produced the following identification:
_____.

Jean Henderson
Comm.: HH 356908
Expires: February 25, 2027
Notary Public - State of Florida

Signature of Notary Public

Jean Henderson
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires:

NOTARY SEAL/STAMP

Youngquist Brothers, LLC - 15465 Pine Ridge Road, Fort Myers, FL 33908 - 239-489-4444

February 10, 2026

India Barr
Procurement Contracting Officer II
Office of Management & Budget
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Subject: 20260079 Glades Wastewater Treatment Facility Deep Injection Well No. 2

RE: Post-Bid Negotiation

Ms. Barr,

Thank you for the opportunity to provide revised pricing relating to the subject solicitation. Per our meeting and the follow-up information provided, Youngquist Brothers (YB) is pleased to submit the attached Schedule of Values (SOV) that outlines a **$3,029,750.00 reduction** from YB's original bid, bringing the **revised contract total to $15,968,500.00**. For ease of reference, the SOV cells that have changed from the original bid have been highlighted in green. For clarification, these deducts are based on the following:

- Removal of all domestic requirements. Pricing assumes no premium wage requirements or country of origin restrictions on materials. Savings for this option captured under items 9-12 total $899,750. As a note, pricing also includes upsizing the casing from 66"/58"/48"/40"/30" to 70"/60"/50"/40"/30" for constructability purposes.
- Extending the contract time by 3 months. Savings for this option are captured under item 1 ($200,000). The revised contract time would be 15 months to Final Completion. Youngquist Brothers requests a contract and Notice to Proceed as soon as possible.
- Reduction in scope for item 35. Youngquist Brothers will finish the IW-2 wellhead with a 30" Ductile Iron Gate Valve and Blind Flange as shown in the attached drawings. Additional above-ground PVF, concrete pad, etc. to be completed by others.
- Removal of item 36. All below-ground PVF to be completed by others.
- Removal of item 37. Site is assumed to be prepped by others prior to YB mobilizing. Seeding, sodding, and other sitework upon project completion to be completed by others.
- Removal of item 38. Electric and instrumentation to be completed by others.

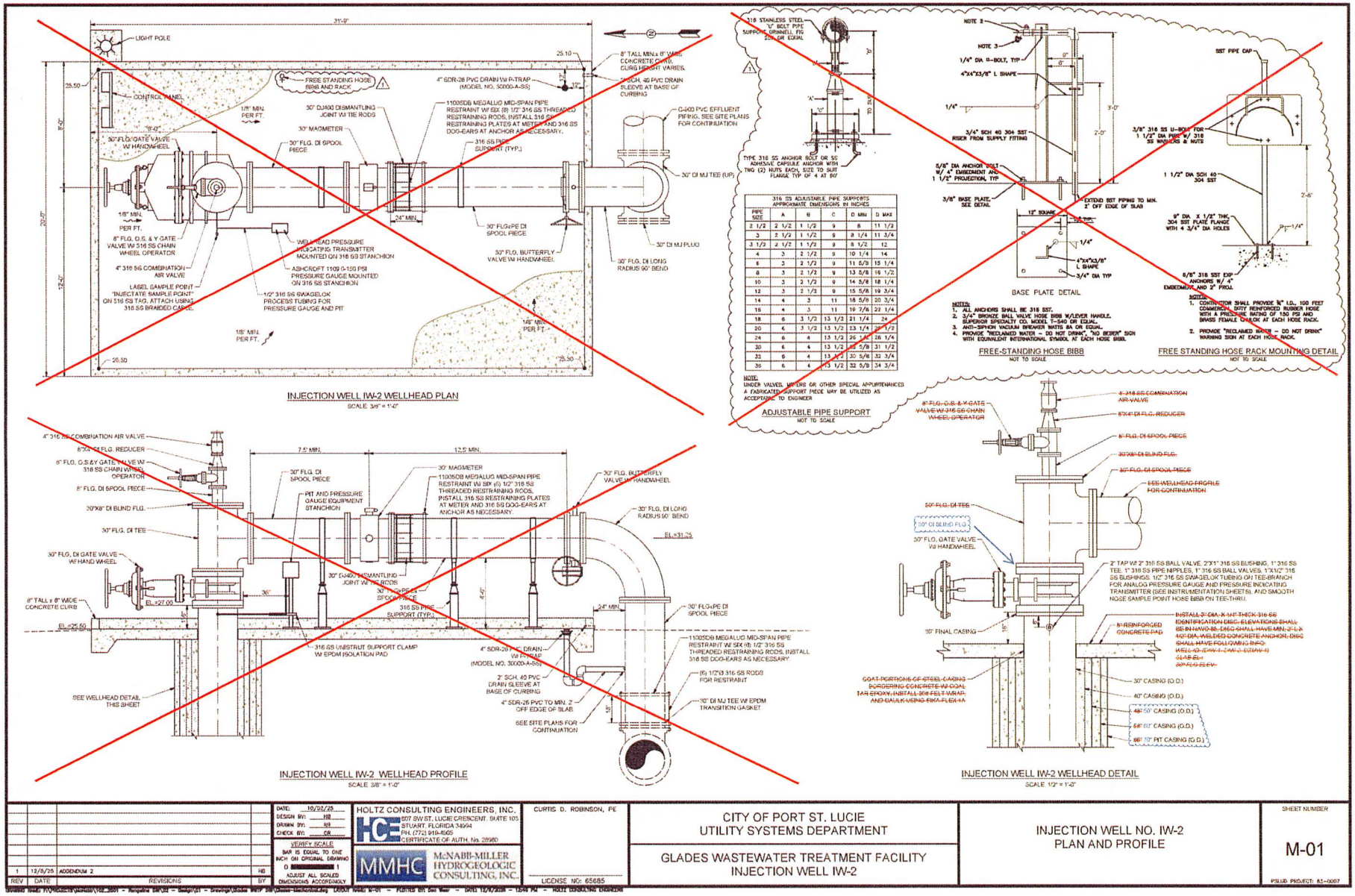
If you have any questions, please contact me directly via email or on my cell phone (239-771-4032). Thank you for this opportunity. We look forward to continuing our work with the City.

Respectfully,

Matthew Young
Vice President, Contracts
Youngquist Brothers, LLC
Matt@YoungquistBrothers.com

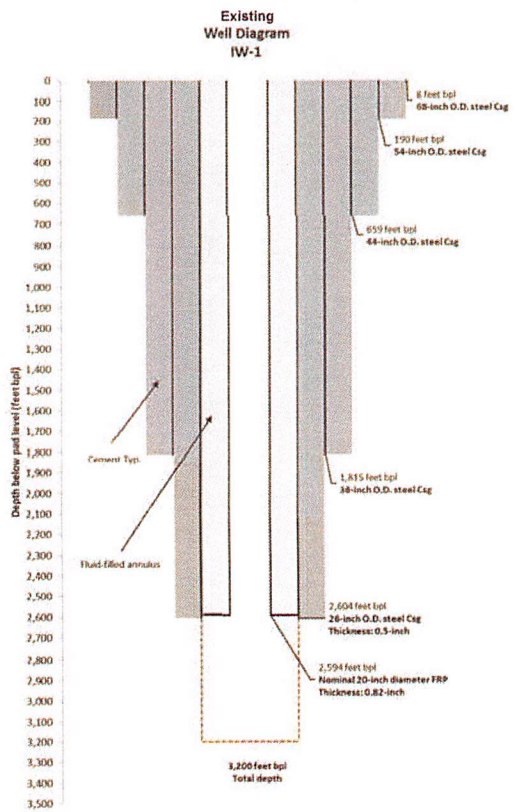
		NEGOTIATION (FEB. 10, 2026)			
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Base Bid Item No.1 - Construction of Injection Well IW-2					
1	General Conditions, Mobilization, and Demobilization	1	LS	$6,190,000.00	$6,190,000.00
2	Drill pilot hole from 665 feet to 3,500 feet	2835	FT	$500.00	$1,417,500.00
3	Provide and install drillable bridge plug at 2,600 feet	1	LS	$25,000.00	$25,000.00
Boreholes and Reamed Holes					
4	~~64~~ 70-inch diameter - pad level to approximately 195 feet	195	FT	$650.00	$126,750.00
5	~~58~~ 60-inch - diameter - approximately 195 feet to 665 feet	470	FT	$650.00	$305,500.00
6	~~48~~ 50-inch diameter - approximately 665 feet to 1,605 feet	940	FT	$650.00	$611,000.00
7	40-inch diameter - approximately 1,605 feet to 2,605 feet	1000	FT	$650.00	$650,000.00
8	30-inch diameter - approximately 2,605 feet to 3,500 feet	895	FT	$300.00	$268,500.00
Casing					
9	Furnish and install ~~58~~ 60-inch carbon steel casing	190	FT	$675.00	$128,250.00
10	Furnish and install ~~48~~ 50-inch carbon steel casing	660	FT	$525.00	$346,500.00
11	Furnish and install 40-inch carbon steel casing	1600	FT	$415.00	$664,000.00
12	Furnish and install 30-inch carbon steel casing	2600	FT	$495.00	$1,287,000.00
Furnish and Emplace Cement and Additives					
13	Cement ~~58~~ 60-inch casing; includes cement-top temperature logs	190	LF	$150.00	$28,500.00
14	Cement ~~48~~ 50-inch casing; includes cement-top temperature logs	660	LF	$150.00	$99,000.00
15	Backplug pilot hole with cement - approximately 810 feet to 1,700 feet	890	LF	$150.00	$133,500.00
16	Cement 40-inch casing; includes cement-top temperature logs	1600	LF	$200.00	$320,000.00
17	Backplug pilot hole with cement - approximately 1,750 feet to 2,600 feet	850	LF	$150.00	$127,500.00
18	Cement 30-inch casing; includes cement-top temperature logs	2600	LF	$200.00	$520,000.00
Geophysical Logging:					
19	Perform borehole logging from 0 to 195 feet	1	LS	$65,000.00	$65,000.00
20	Perform borehole logging from 190 to 665 feet	1	LS	$65,000.00	$65,000.00
21	Perform pilot hole logging from 660 to 1,700 feet; static and dynamic	1	LS	$85,000.00	$85,000.00
22	Perform reamed hole logging from 660 to 1,605 feet	1	LS	$65,000.00	$65,000.00
23	Perform pilot hole logging from 1,600 to 3,500 feet; static and dynamic	1	LS	$85,000.00	$85,000.00
24	Perform reamed hole logging from 1,600 to 2,605 feet	1	LS	$65,000.00	$65,000.00
25	Perform reamed hole logging from 2,600 to 3,500 feet	1	LS	$65,000.00	$65,000.00
26	Perform cement-bond, downhole video, background gamma-ray, and RTS logging	1	LS	$195,000.00	$195,000.00
27	Collect and analyze 10-foot cores	8	EA	$30,000.00	$240,000.00
28	Set up and perform inflatable packer testing	11	EA	$40,000.00	$440,000.00
29	Set up and perform pressure test on 30-inch casing	1	LS	$95,000.00	$95,000.00
30	Develop and collect final water quality sample in IW-2	1	LS	$35,000.00	$35,000.00
31	Perform laboratory water quality analyses	1	LS	$45,000.00	$45,000.00
32	Setup and Perform Injection Test of IW-2	1	LS	$150,000.00	$150,000.00
33	Setup and Perform Annular Pressure Test of IW-1	1	LS	$50,000.00	$50,000.00
34	Setup and Perform Injection Test of IW-1	1	LS	$150,000.00	$150,000.00
35	Furnish and Install Injection Well IW-2 Wellhead and Surface Facilities (Inc. Concrete	1	LS	$295,000.00	$295,000.00
36	Furnish and Install Buried Piping, Valves and Fittings	0	LS	$500,000.00	$0.00
37	General Sitework (Including Restoration)	0	LS	$475,000.00	$0.00
38	Electrical and Instrumentation Work	0	LS	$600,000.00	$0.00
Base Bid Item NO.2 - Standby Time					
39	Standby Time	60	HR	$500.00	$30,000.00
	Total				$15,468,500.00

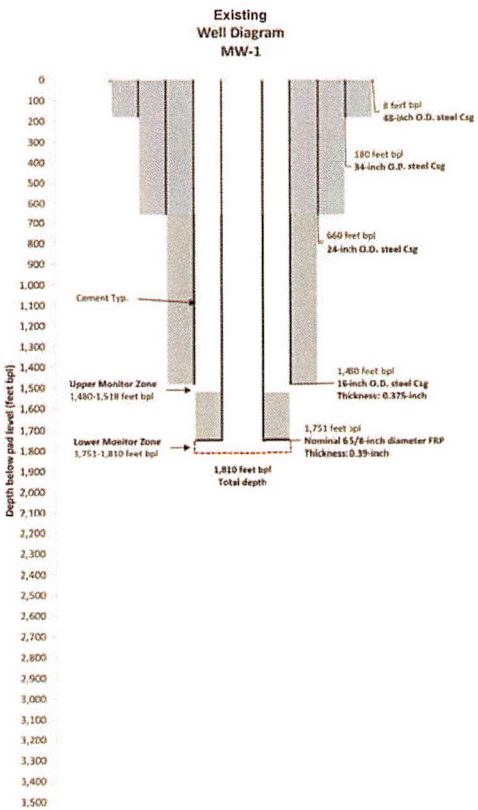
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
40	Owner's Contingency	1	LS	$500,000.00	$500,000.00
	Total				$500,000.00
	TOTAL (Base Bid Item No.1, Base Bid Item No. 2, Owner's Contingency):				**$ 15,968,500.00**

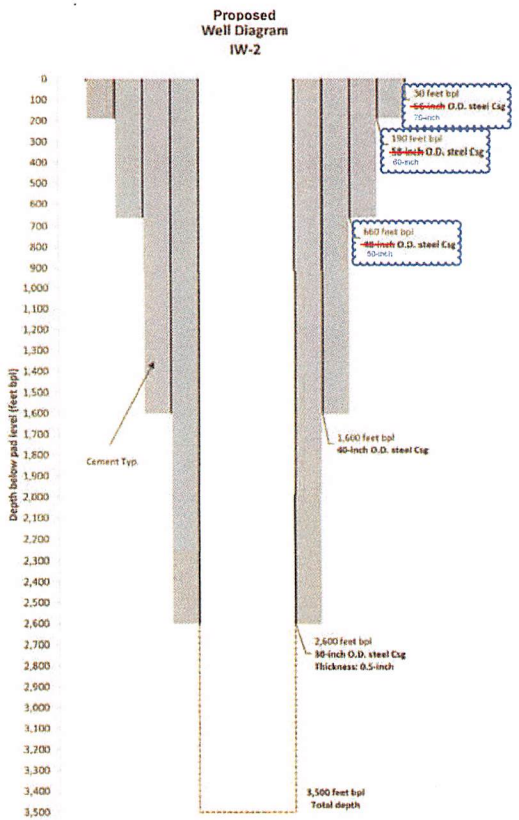


DATE: 10/22/25	HOLTZ CONSULTING ENGINEERS, INC.	CURTIS D. ROBINSON, PE	CITY OF PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT
DESIGN BY: HB	507 SW ST. LUCIE CRESCENT, SUITE 105 STUART, FLORIDA 34994 PH. (772) 919-5505 CERTIFICATE OF AUTH. No. 28980		GLADES WASTEWATER TREATMENT FACILITY INJECTION WELL IW-2
DRAWN BY: SR			INJECTION WELL NO. IW-2 PLAN AND PROFILE
CHECK BY: CR	MCNABB-MILLER HYDROGEOLOGIC CONSULTING, INC.	LICENSE NO: 65685	SHEET NUMBER M-01
VERIFY SCALE BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING			PSLUD PROJECT: 81-0007
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY			

REV	DATE	REVISIONS	BY
1	12/8/25	ADDENDUM 2	HB







REV	DATE	REVISIONS	BY

DATE: 10/22/25
DESIGN BY: HB
DRAWN BY: HB
CHECK BY: CR
VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

HOLTZ CONSULTING ENGINEERS, INC.
627 SW ST. LUCIE CRESCENT, SUITE 105
STUART, FLORIDA 34994
PH. (772) 919-4005
CERTIFICATE OF AUTH. No. 28980

McNABB-MILLER HYDROGEOLOGIC CONSULTING, INC.

CURTIS D. ROBINSON, PE
LICENSE NO: 65685

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT

GLADES WASTEWATER TREATMENT FACILITY
INJECTION WELL IW-2

EXISTING WELL PROFILES AND
PROPOSED WELL CONSTRUCTION PROFILE

SHEET NUMBER
C-02

PSLUD PROJECT: 83--0007

City of Port St. Lucie

20260079

GLADES WASTEWATER TREATMENT FACILITY DEEP INJECTION WELL NO. 2

RELEASE DATE: November 12, 2025
RESPONSE DEADLINE: January 12, 2026, 3:00 pm

Please refer to the project timeline in this document for all important deadlines.

Table Of Contents

1. Introduction
2. Scope of Work
3. Instructions to Contractors
4. General Insurance
5. Bonds and/or Letter of Credit, Permits
6. IFB Bid Factors
7. Cost Table
8. Cost/Pricing
9. Evaluation and Award
10. Contract Terms and Conditions
11. List of IFB Documents
12. Vendor Submission Requirements and Attestations

Attachments:

A - Sample Contract

B - PSL_Glades_IW-2_100%_Technical_Specifications

C - PSL Glades IW-2 100% Technical Specifications - Appendices

D - PSL Glades IW2 100% Design Drawings

1. Introduction

1.1. Purpose of Procurement

Pursuant to the City of Port St. Lucie Code of Ordinances, Section 35.07, this electronic Invitation for Bid ("IFB") is being issued to establish a Contract with one or more qualified Contractors who will provide Glades Wastewater Treatment Facility Deep Injection Well No. 2 to the City of Port St. Lucie (hereinafter, "City") as further described in this IFB.

A descriptive overview of the City can be found at https://www.cityofpsl.com/discover-us/about-psl . Please visit the City's website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

1.2. Overview of the IFB Process

The objective of the IFB is to select one (1) or more qualified Contractor (as defined by Section 1 – "Purpose of Procurement") to provide the goods and/or services outlined in this IFB to the City. This IFB process will be conducted to gather and evaluate responses from Contractors for potential award. All qualified Contractors are invited to participate by submitting responses, as further defined below. After evaluating all Contractor's responses received prior to the closing date of this IFB and resolution of any Contract exceptions, the preliminary results of the IFB process will be publicly announced, including the names of all participating Contractors and the evaluation results. Subject to the protest process, final Contract award(s) will be publicly announced thereafter.

NOTE TO CONTRACTORS: The general instructions and provisions of this document have been drafted with the expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as "contract(s)" and "award(s)". Please refer to Section 1 – "Purpose of Procurement" and Section 9 – "Evaluation and Award," for information concerning the number of Contract awards expected.

1.3. Schedule of Events

The Schedule of Events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur, which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the IFB will be publicly posted prior to the closing date of this IFB. After the close of the IFB, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and the Contract term, on an as-needed basis, with or without notice.

Release of IFB:	November 12, 2025

Pre-Proposal Meeting (Non-Mandatory):	November 24, 2025, 10:00am Glades Wastewater Treatment Facility 10700 NW Glades Cutoff Road, Port St. Lucie, FL 34987 Conference Room Attendance is highly suggested
Question Submission Deadline:	December 5, 2025, 5:00pm
Question Response Deadline:	December 15, 2025, 5:00pm
Response Submission Deadline:	January 12, 2026, 3:00pm 121 SW Port St Lucie Blvd 3rd Floor Conference Room 390

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations, and proposal revisions may not be required.

1.4. Official Issuing Officer (Procuring Agent)

India Barr,Procurement Contracting Officer II

O. 772-344-4055

ibarr@cityofpsl.com

1.5. Definition of Terms

Please review the following terms:

- Contractor(s) – companies desiring to do business with the City (Also called “Bidder,” “Proposer,” or “Offeror.”)

- City of Port St. Lucie (“City”) – the governmental entity identified in “Purpose of Procurement,” of this IFB.

- Immaterial Deviation – does not give the Contractor a substantial advantage over other Contractors.

- Material Deviation – gives the Contractor a substantial advantage over other Contractors and thereby restricts or prevents competition.

- Procurement Management Division ("PMD") – the City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.

- Responsible – means the Contractor, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

- Responsive – means the Contractor whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

- Sourcing Platform – OpenGov.

Any special terms or words which are not identified in this IFB may be identified separately in one or more attachments to the IFB.

1.6. Contract Term

The Initial term of the contract(s) is for one (1) calendar year from the execution date .

In the event that the Contract(s), if any, resulting from the award of this IFB shall terminate or be likely to terminate prior to the making of an award for a new Contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the Contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The Contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this IFB states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

1.6.1 Hours of Service

The standard hours of work allowed in the City's rights-of-way are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the Port St. Lucie Police Department (PSLPD). 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 is not 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 PSLPD. All night work within the City's rights-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.

1.7. Potential Funding Source and Requirements

Contractor acknowledges that City may elect to compensate Contractor under the resulting Contract through state or federal grant funding. Although there is no current funding source, such funding has been used under the City's contract for the similar work in the past. Contractor agrees that, upon being made aware that a project is to be funded through grant funding, Contractor shall perform all tasks related to this Contract in accordance with the applicable grant agreements, laws, rules, regulations, or guidance, which may include, but not be limited to, 2 C.F.R. part 200, including the Build America, Buy America Act, the Davis-Bacon Act, and federal prevailing wage standards; FHWA 1273; as well as others. In addition, the City may unilaterally amend terms of this Contract by notice to Contractor to comply with the requirements of law or any grant agreement that the City determines it may wish to utilize to compensate Contractor. Contractor's agreement to comply with these requirements is a material part of the Contract, and Contractor's failure to so comply shall be a breach of this Contract.

2. Scope of Work

2.1. Scope of Work

Project Overview

The City of Port St. Lucie Utility Systems Department (USD) intends to construct a new Class I deep injection well, designated as **IW-2**, at the Glades WWTF. This well will be located approximately **140 feet west of MW-1** (and no more than 150 feet) and will follow a **Class I Municipal design**. The well will include a **pit pipe with a minimum diameter of 66 inches**, and concentric steel casings of **58, 48, 40, and 30 inches** in diameter.

Scope of Work

The Contractor shall perform the following tasks, including but not limited to:

- **Pad Monitoring Wells**
  - Install four shallow water-table monitoring wells.
- **Injection Well IW-2**
  - Construct and test the new deep injection well IW-2.
  - Conduct one injection test at IW-2.
  - Construct a concrete slab.
  - Install electrical systems, instrumentation, piping, valves, and pumps.
  - Complete paving, general site civil work, and all necessary appurtenances to deliver a fully operational system.
- **Existing Well IW-1**
  - Perform hydrostatic pressure testing on existing Class I injection well IW-1.
  - Conduct one 12-hour injection test at IW-1.
- **Final Site Restoration**
  - Complete all restoration activities to return the site to its intended condition.

Contractor Requirements

Licensing & Certification

- Must be duly licensed by the State of Florida and all applicable authorities.
- Must hold a valid Water Well Contractor license for the State of Florida, St. Lucie County, and the City of Port St. Lucie.

Equipment Standards

- Must provide drilling rigs and components of sufficient size and condition.
- Drilling rigs must have a **maximum rated static hook load capacity** (as defined by the American Petroleum Institute) of at least **1.5 times the maximum anticipated casing string weight**.

Experience Requirements

- Must have successfully completed **two large-diameter UIC Class I deep injection wells in Florida** within the past **five years**.
- Each well must have a final casing diameter of **at least 24 inches** and a setting depth of **at least 2,000 feet below pad level**.

Demonstrated experience in:

- Drilling and well construction in **highly permeable carbonate formations**, including formation fluid and drilling fluid management.
- **Artesian head control** up to **80 feet above land surface** during all aspects of drilling and testing.
- **Reverse air drilling techniques** and equipment required to create suitable velocities to remove cuttings from the borehole.

3. Instructions to Contractors

This section contains general business requirements. By submitting a response, the Contractor is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Contractor's submitted pricing.

By submitting a response to the IFB, the Contractor is acknowledging that the Contractor:

1. Has read the information and instructions, and
2. Agrees to comply with the information and instructions contained herein.

3.1. General Information and Instructions

3.1.1 Familiarity with Laws and Regulations

It is the responsibility of responding Contractors to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations, that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve it from Contract responsibility.

3.1.2 Restrictions on Communicating with Staff/ Cone of Silence

From the issue date of this IFB until the time of City Council's approval of the award or the City Manager's approval when proposal amount is below the required formal solicitation threshold (or the IFB is officially canceled), Contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, during the Bidders'/Offerors' conference (if any), as defined in this IFB, or as provided by existing work agreement(s). This is commonly known as a Cone of Silence during the procurement process as identified in the City Code of Ordinances, Section 35.13. Prohibited communication includes all contact or interaction, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Contractor violating this provision. Further information on this topic can be found on the Cone of Silence and IFB Communication Document.

3.1.3 Submitting Questions

All questions concerning this IFB must be submitted in writing on the OpenGov Platform during the Question and Answer open period. Please select the Question and Answer tab in the IFB project and click the "Ask Question" option. Once the question has been entered, select the "Submit Question" button. Enter a subject in the Subject field and then type the question in the Question field below. Once finished, select "Submit." No questions other than written will be accepted. No response other than written will be binding upon the City. All Contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors are cautioned that the

City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section.

3.1.4 Attending Bidders'/Offerors' Conference

The Bidders'/Offerors' Conference or any other information session (if indicated in the Schedule of Events) will be held at the locations referred to in "Schedule of Events," of this IFB. Unless indicated otherwise, attendance is not mandatory, although Contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Contractor must attend the conference in its entirety to be considered eligible for Contract award. The Contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

3.1.5 The City's Right to Request Additional Information- Contractor's Responsibility

Prior to Contract award, the City must be assured that the selected Contractor has all the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Contractor's ability to perform, if awarded, the City has the option of requesting from the Contractor any information deemed necessary to determine the Contractor's responsibility. If such information is required, the Contractor will be notified and will be permitted approximately ten (10) business days to submit the information requested.

3.1.6 Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the IFB will not be considered. Contractor's response must be complete in all respects, as required in each section of this IFB.

3.1.7 Rejection of Proposals; The City's Right to Waive Immaterial Deviation

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Contractor's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements, provided that, all the otherwise Responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this IFB.** A Contractor's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material

Deviation from the IFB requirements, which determination will be made by the City in its sole discretion and on a case-by-case basis.

NOTE: The City reserves the right to reject the Bid of any Contractor who has previously failed in the performance of an award, to deliver contracts of a similar nature on time, or who is not in a position to perform properly under this award. 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. Please see section 287.133, Florida Statutes, for further information regarding business transactions with companies that have been convicted of public entity crimes.

3.1.8 The City's Right to Amend and/or Cancel the IFB

The City reserves the right to amend this IFB. All revisions must be made in writing prior to the IFB closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the IFB, it shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this IFB will be issued as an addendum. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the IFB known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Contractor shall be deemed to have accepted all terms and agreed to all requirements of the IFB (including any revisions/additions made in writing prior to the close of the IFB, whether or not such revision occurred prior to the time the Contractor submitted its response), unless expressly stated otherwise in the Contractor's response. THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED IFB AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE IFB. All Notice(s) to Proceed with Negotiations and/or Notice of Intent to Award (NOIAs) will be posted as referenced in Section 9.8 - "Public Award Announcement," of this document. **Finally, the City reserves the right to amend or cancel this IFB at any time.**

3.1.9 Assigning of the Contract & Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Contractor shall not assign, sell, transfer, or otherwise dispose of the awarded Contract or any portion thereof, or of the work provided for therein, or of its right, title, or interest therein, to any person, firm, or corporation without the prior written consent of the City.

Each Contractor shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet. The successful Contractor(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 a list shall be accompanied by an experience statement for each such subcontractor, supplier, person, or organization, if requested by the City. The City, if after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, the City may, before the Notice of Intent Award is given, request apparent successful Contractor to submit an acceptable substitute without an increase in Bid price.

If the apparent successful Contractor(s) declines to make any such substitution, the City may award the Contract to the next acceptable Contractor(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 Contractor(s). Any subcontractor, supplier, other person, or organization listed and to whom the City does not make written objection prior to the giving of the Notice of Intent to Award, shall be deemed acceptable to City, subject to revocation of such acceptance after the effective date of the Contract.

No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation, or liability under the Contract, and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a subcontractor from performing work under the Contract at any time, with or without cause.

3.1.10 Proposal of Additional Services

If a Contractor indicates an offer of services in addition to those required by and described in this IFB, these additional services may be added to the original Contract at the sole discretion of the City.

3.1.11 Protest Process

Contractors should familiarize themselves with the procedures set forth in City Code of Ordinances, Section 35.15. By submitting a response to this IFB, the Contractor certifies that it is on notice of Section 35.15, understands the procedures set forth therein, and acknowledges it is bound by the protest process therein.

3.1.12 Costs for Preparing Responses

Each Contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.

3.1.13 Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by City ordinances and state and federal laws. Any material that is submitted in response to this IFB, including anything considered by the Contractor to be confidential or a trade secret, will become a public document pursuant to Chapter 119, Florida Statutes. Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to section 119.07, Florida Statutes. Therefore, the Contractor is hereby cautioned NOT to submit any documents that the Contractor does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Contractor may be marked as "confidential," "proprietary," etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Contractors should review Chapter 119, Florida Statutes for all updates before requesting exceptions from Chapter 119.

3.2. Submittal Instructions

Submittal Instructions to Electronic Bidding System

Listed below are key action items related to this IFB. The **Schedule of Events** Section identifies the dates and time for these key action items. This portion of the IFB provides high-level instructions regarding the process for reviewing the IFB, preparing a response to the IFB, and submitting a response to the IFB.

3.2.1 IFB Released

The release of the IFB is through the posting of this project in OpenGov, the City's electronic bidding system. Each Contractor interested in competing to win a Contract award must complete and submit a response to this IFB in OpenGov. Therefore, each Contractor MUST carefully review the submittal instructions.

3.2.2 IFB Review

The IFB 20260079 consists of the following: this document, entitled "Glades Wastewater Treatment Facility Deep Injection Well No. 2," and any and all information included in the IFB, as posted to OpenGov, including any and all documents provided by the City as attachments to the IFB or links contained within the IFB or its attached documents.

Please carefully review all information, including all documents available as attachments or available through links. Any difficulty accessing or opening provided links or documents should be reported immediately to the Issuing Officer.

3.2.3 Preparing a Response

When preparing a response, the Contractor must consider the following instructions:

1. Use the provided Cost Table to prepare your response. Enter your responses directly into the Cost Table. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the IFB as specified by the City.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Contractor's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following formats: Microsoft Office and portable document format file (PDF). Unless the IFB specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer, India Barr, prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the Contractor, the Contractor's response will be considered incomplete and disqualified from further consideration.

3.2.4 Reviewing, Revising, or Withdrawing a Submitted Response

After the response has been submitted, the Contractor may view and/or revise its response by logging into OpenGov. Please take note of the following:

A. BID SUBMISSION**.** All bids shall be submitted by completing and uploading all required documents. All submittals are required to be electronic. No hard copies will be accepted.

- Cost Work Sheet **will be completed through Cost Table in OpenGov.**
- **Upload** files in the following order (Provided in Section 12-Vendor Submission Requirements and Attestations):

1. **Mandatory Forms:**

1.1 Contractor's General Information Worksheet, and

1.2 E-Verify Form, and

1.3 Non-Collusion Affidavit, and

1.4 Supplier Location Certification (Local vendors only), and

1.5 Debarment Form (Contractor and all subcontractors to fill them out and sign them), and

1.6 Lobbying Form (Contractor and all subcontractors to fill them out and sign them), and

1.7 Buy America Certification, and

1.8 Copy of W-9 *(Vendor to provide)*, and

1.9 Copy of Certificate of Insurance *(Vendor to provide)*, and

1.10 Florida Well Water Contractor License *(Vendor to provide)*, and

1.11 Copy of the bid bond as reflected in Section Bonds and/or Letter of Credit, Permits *(Vendor to provide)*.

2. Confirm electronically the following forms (Provided in Section 12-Vendor Submission Requirements and Attestations):

2.1 Cone of Silence and Communication Document, and

2.2 Contractor's Code of Ethics, and

2.3 Drug Free Workplace, and

2.4 Affidavit of Nongovernment Entity Anti-Human Trafficking Laws, and

2.5 Vendor Scrutinized Companies List Certification, and

2.6 The Contractor will comply with C.F.R. 200.318 through 200.326.

B. REVIEW AND REVISE. Contractors may modify their submittal electronically via the City's electronic bidding system at any time prior to the scheduled due date and time for submission. In order to revise, the Contractor must navigate to their submitted response via the City's electronic bidding system and then click "Unsubmit Response." At this point, Contractor's response is no longer submitted. Contractor should make the changes required and promptly re-submit its response before the submission date and time.

C. WITHDRAW. Contractors may withdraw their submittal electronically via the Portal at any time prior to the scheduled due date and time for submission. In order to withdraw, the Contractor must navigate to their submitted proposal via the City's electronic bidding system and then click "Unsubmit Response". In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor must submit a request in writing to the Issuing Officer.

Add Item

4. General Insurance

The Proposer 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 and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Proposer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Proposer 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, and as may be amended from time to time, 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, and/or 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.

4.1. Indemnification/Hold Harmless

Proposer agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Proposer, agents, laborers, subcontractors or other personnel entity acting under Proposer control in connection with the Proposer's performance of services under the Contract. To that extent, Proposer shall pay any and all such claims and losses and shall pay any and all such costs and judgements which may issue from any lawsuits arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Proposer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Proposer or any agent laborers, subcontractors, or employee of Proposer regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Proposer shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Proposer on the work. This indemnification shall survive the termination of the Contract.

4.2. Workers' Compensation Insurance & Employer's Liability

The Proposer shall agree to procure and 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, 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 Proposer qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

4.3. Commercial General Liability Insurance

The Proposer shall agree to procure and maintain 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

4.4. Additional Insured

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 and non-contributory. 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 shall extend to independent consultants 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 insurance, 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 Liability policies. 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 shall be listed as additional insured and shall include Contract #20260079 - Glades Wastewater Treatment Facility Deep Injection Well No.2."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. 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 endorsement shall be attached to the Certificate of Insurance.

4.5. Business Automobile Liability Insurance

The Proposer 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 Proposer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Proposer 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 and non-contributory basis.

4.6. Waiver of Subrogation

By entering into this Contract, the Proposer agrees 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 the Vendor 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 Proposer enter into such a Contract on a pre-loss basis.

4.7. Deductibles

All deductible amounts shall be paid for and be the responsibility of the Proposer for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

4.8. Compliance

It shall be the responsibility of the Proposer to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Proposer to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language "when required by written contract". If the Proposer, independent contractor and/or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Proposer/independent contractor/subcontractor.

The Proposer 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 is not obligated, 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.

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

4.9. Builder's Risk Insurance

Proposer shall purchase and maintain Builder's Risk insurance in an amount equal to 100% of the completed value of the project including any amendments thereto (without coinsurance). Proposer's policy shall be written on an "ALL Risk" Builders Risk form that shall cover physical loss or damage to the Work, temporary buildings, construction forms and scaffolding, materials, and equipment in transit or in storage/at temporary locations, and should extend coverage to foundations, excavations, and other underground property. Coverage shall insure against at least the following perils or causes of loss: fire; lightning; windstorm/and hail; theft (including theft of materials, whether or not attached to any structure); vandalism and malicious mischief; flood; earthquake; collapse; and such other perils or causes of loss as may be specifically required. The policy shall include coverage for pollutant cleanup, debris removal, demolition and increased cost of construction, water damage, backup of sewers and drains, testing and startup of building systems (including hot testing), and mold & fungus remediation. The Builders Risk coverage shall include a waiver of subrogation rights endorsement in favor of the City.

The "ALL RISK" Builder's Risk Insurance must also cover: soft costs, including additional advertising/promotional; additional license and permit fees; additional legal/accounting fees; insurance premiums, including builder's risk; and architects' and engineers' fees that may be

necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril.

This policy must include insurance for the City of Port St. Lucie, Proposer, Subcontractors, Architect/Engineer, and Consultants for their interest in covered property. The City's policy will not provide coverage related to this project.

Proposer has the right to purchase coverage or self-insure any exposures not required by these specifications, but shall be held liable for all losses, deductibles, and self-insurance for coverages not required.

Proposer is responsible for all deductibles. including those for windstorms.

4.10. Pollution Insurance

Proposer shall procure and agree to maintain in full force during the term of this Contract, Pollution Liability Insurance in limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

4.11. Requirements for Insurance

Within ten (10) business days of award, the awarded Proposer must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the contract number and the City as the Additional Insured party, as identified herein. The Proposer's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates and endorsements are provided.

5. Bonds and/or Letter of Credit, Permits

5.1. Bid Bond

Each responding Contractor must supply a Bid Bond or Bid Deposit (certified check, cashier's check, bank money order, bank draft of any national or state bank), in a sum of not less than 5% of the bid total made payable to the City. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit must be scanned and uploaded as part of the Vendor Submission along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding Contractors must send the Original Bid Bond or Bid Deposit to the City within ten (10) business days after the IFB Due Date as reflected above in the Schedule of Events. The responding Contractor's proposal will be considered non-Responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Contractors must submit a Bid Bond or Bid Deposit made payable to the City in a sealed envelope to:

India Barr
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attn: Procurement Management Division

Bonds must be issued by a Surety authorized to do business in the State of Florida, in order to guarantee that the Contractor will enter into a contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the Contract.

5.2. Certification

Proposal Certification

By responding to this solicitation, the Contractor understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which, when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Contractor and the City; and
2. That the Contractor guarantees and certifies that all items included in the Contractor's response meet or exceed any and all of the solicitation's identified specifications and requirements, except as expressly stated otherwise in the Contractor's response; and
3. That the response submitted by the Contractor shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Contractor's offer may be held open for a lengthier period subject to the Contractor's consent; and
4. That the Contractor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Contractor

understands and agrees that collusive bidding is a violation of City ordinance and state and federal laws and can result in fines, prison sentences, and civil damage awards.

5.3. Payment and Performance Bonds

By responding to this solicitation, the Contractor understands and agrees to the following:

1. The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in section 255.05, Florida Statutes, and 2 CFR 200.326 in the amount equal to one hundred percent (100%) of the Contract price. Additionally, upon any Contract price increase, Contractor shall obtain a bond rider to ensure that the Performance and Payment Bond never drops below 100% of the Contract Price. For clarity, this means that if there is any amendment, change order, purchase order, or any other approval for additional funds under the Contract, Contractor shall obtain a bond rider covering 100% of the increase. The bond shall be issued by a Corporate Surety authorized to do business with the State of Florida. The performance bond/letter of credit must be submitted to the City within ten (10) calendar days of the date the Contract is approved by City Council or the City Manager (if within his or her threshold), but in any event, prior to the beginning of any Contract performance by the awarded Contractor. 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.
2. 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) calendar days after written notice to do so. In default thereof, the Contractor may be suspended/terminated as herein provided.

5.4. Permits

The selected Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Permit fees can be found on the City's Building Department Website. All permit fees shall be included in the Contract amount and paid by the successful Contractor(s).

6. IFB Bid Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. The City has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The City will not tailor these needs to fit particular solutions Contractors may have available; rather, the Contractors shall propose to meet the City's needs as defined in this IFB. All claims shall be subject to demonstration. Contractors are cautioned that conditional proposals, based upon assumptions, may be deemed non-Responsive.

Unless requested otherwise, all responses must be provided in the format identified in the Section 3.2 - "Submittal Instructions." Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the Contractor's response.

By submitting a bid, the Bidder acknowledges the detailed technical requirements and related services for this Sourcing Event.

6.1. IFB Introduction

All the items described in this section are service levels and/or terms and conditions that the City expects to be satisfied by the selected Contractor. Each Contractor must indicate its willingness and ability to satisfy these requirements in their response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by the City to meet its needs in all respects. Each Contractor's response must indicate the brand name and model, or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

6.2. Contractor's General Information

Each Contractor must complete all the requested information in the **Contractor's General Information Worksheet** in the Vendor Submission Requirements and Attestations Section.

6.3. Mandatory Requirements

As noted in the preceding section, this IFB contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the Contractor in order to be considered Responsive, and, therefore, eligible for Contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this IFB document.

2. Requirements contained in any attachment to the Sourcing Event, including any Mandatory Forms, Electronic Acknowledgements, and Cost Table.

3. Copy of Current Insurance Certificate, Licenses, required Certifications, etc.

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed.

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered Responsive, Responsible, and eligible for award, all requirements identified as mandatory must be marked "Yes" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirements (e.g., responding "NO" that the Contractor does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the Contractor's response, except as otherwise provided in Section 9 - "Evaluation and Award," of this IFB. Please note some requirements may require the Contractor to provide product sheets or other technical materials.

It is strongly encouraged that all Contractors review all documents that are electronically attached to this IFB. Reviewing the documentation ensured that Contractors understand the full scope of the City's request.

6.4. Additional Information

Please access and review all the attachments provided by the City within the Project. If supplemental materials are requested by the City to be submitted by the Contractor as part of the technical proposal, the Contractor should upload these additional materials as directed by the City.

7. Cost Table

GLADES WWTF INJECTION WELL IW-2 PROJECT NO. 63-0007

Cost Table

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Base Bid Item No.1 - Construction of Injection Well IW-2					
1	General Conditions, Mobilization, and Demobilization	1	LS		
2	Drill pilot hole from 665 feet to 3,500 feet	2,835	FT		
3	Provide and install drillable bridge plug at 2,600 feet	1	LS		
Boreholes and Reamed Holes					
4	64-inch diameter - pad level to approximately 195 feet	195	FT		
5	58-inch - diameter - approximately 195 feet to 665 feet	470	FT		
6	48-inch diameter - approximately 665 feet to 1,605 feet	940	FT		
7	40-inch diameter - approximately 1,605 feet to 2,605 feet	1,000	FT		
8	30-inch diameter - approximately 2,605 feet to 3,500 feet	895	FT		
Casing					
9	Furnish and install 58-inch carbon steel casing	190	FT		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
10	Furnish and install 48-inch carbon steel casing	660	FT		
11	Furnish and install 40-inch carbon steel casing	1,600	FT		
12	Furnish and install 30-inch carbon steel casing	2,600	FT		
Furnish and Emplace Cement and Additives					
13	Cement 58-inch casing; includes cement-top temperature logs	190	LF		
14	Cement 48-inch casing; includes cement-top temperature logs	660	LF		
15	Backplug pilot hole with cement - approximately 810 feet to 1,700 feet	890	LF		
16	Cement 40-inch casing; includes cement-top temperature logs	1,600	LF		
17	Backplug pilot hole with cement - approximately 1,750 feet to 2,600 feet	850	LF		
18	Cement 30-inch casing; includes cement-top temperature logs	2,600	LF		
Geophysical Logging:					
19	Perform borehole logging from 0 to 195 feet	1	LS		
20	Perform borehole logging from 190 to 665 feet	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
21	Perform pilot hole logging from 660 to 1,700 feet; static and dynamic	1	LS		
22	Perform reamed hole logging from 660 to 1,605 feet	1	LS		
23	Perform pilot hole logging from 1,600 to 3,500 feet; static and dynamic	1	LS		
24	Perform reamed hole logging from 1,600 to 2,605 feet	1	LS		
25	Perform reamed hole logging from 2,600 to 3,500 feet	1	LS		
26	Perform cement-bond, downhole video, background gamma-ray, and RTS logging	1	LS		
27	Collect and analyze 10-foot cores	8	EA		
28	Set up and perform inflatable packer testing	11	EA		
29	Set up and perform pressure test on 30-inch casing	1	LS		
30	Develop and collect final water quality sample in IW-2	1	LS		
31	Perform laboratory water quality analyses	1	LS		
32	Setup and Perform Injection Test of IW-2	1	LS		
33	Setup and Perform Annular Pressure Test of IW-1	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
34	Setup and Perform Injection Test of IW-1	1	LS		
35	Furnish and Install Injection Well IW-2 Wellhead and Surface Facilities (Inc. Concrete Pad)	1	LS		
36	Furnish and Install Buried Piping, Valves and Fittings	1	LS		
37	General Sitework (Including Restoration)	1	LS		
38	Electrical and Instrumentation Work	1	LS		
Base Bid Item NO.2 - Standby Time					
39	Standby Time	60	HR		
TOTAL					

SET AMOUNTS BY CITY

Owners Contingency

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
40	Owner's Contingency	1	LS	$500,000.00	
TOTAL					

8. Cost/Pricing

8.1. General Pricing Rules

By submitting a response, the Contractor agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting Contract; and
2. All quantities and/or estimates are for information or tabulation purposes only; and
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated Contract period; and
4. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the IFB, will be treated as non-Responsive and may not be considered for award; and
5. The Contractor is required to provide net prices. In the event there is discrepancy between a Contractor's unit price and extended price, the unit price shall govern; and
6. In the event there is a discrepancy between (1) the Contractor's pricing as quoted in Cost Table, and (2) the Contractor's pricing as quoted by the Contractor in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and
7. The prices quoted and listed in the response shall be firm throughout the term of the resulting Contract, unless otherwise noted in the IFB or Contract; and
8. Unless otherwise specified in any terms and conditions attached to the IFB, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted pricing structure; and
9. Unless expressly permitted by the IFB, responses containing provisions for late or interest charges cannot be awarded a Contract. Contractors must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
10. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-Responsive, unless otherwise permitted by the IFB; and
11. Unless permitted by the IFB, responses requiring payment from the City in less than thirty (30) days will be considered non-Responsive.

8.2. Cost Structure and Additional Instructions

The City's intent is to structure the cost format in order to facilitate comparison among all Contractors and foster competition to obtain the best market pricing. Consequently, the City requires that each Contractor's cost be structured as directed in the IFB. Additional and/or alternative cost structures

will not be considered. Each Contractor is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested, may result in the rejection of the Contractor's response.

Enter all information directly into the Cost Table. Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format, unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols (e.g., $7.90 should be entered as 7.90). Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer."

Complete the Cost Table, save and submit in the response section.

8.3. Payment by City's Visa Card Program

The City currently utilizes the State of Florida Visa Program. The awarded Contractor can take advantage of this program and in consideration, may receive payment within several days instead of NET 30 terms. Any percentage off the quoted bid price for the acceptance of payment by Visa will be taken into the account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume a zero (0) percent discount applies.

8.4. Payment

To ensure proper payment the awarded Contractor must comply with the following:

1. The City shall have not less than thirty (30) days to pay for any products and/or services.

2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.

3. All invoices must reference the Contract Number as established by the City.

4. Under no circumstance, will interest of any kind be required as payment to the Awarded Contractor.

5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the IFB and agreed upon by the City.

6. Any discrepancies noted by the City must be corrected by the Awarded Contractor within forty-eight (48) hours.

7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Contractor must submit an amended invoice, or a credit memorandum for the disputed amount.

8. The City will not make partial payments on an invoice where there is a dispute, except as required by law.

9. The City will only make payments on authorized transactions.

10. All invoices must be sent to: The Project Manager.

9. Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful Contractor(s) will be required to enter into discussions with the City to resolve any exceptions to the City's Contract. The City will announce the results of the IFB as described further in section "Public Award Announcement" of this IFB.

9.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Response was submitted by the deadline.
2. Response is complete and contains all required documents.

9.2. Best Value Analysis - See City Code of Ordinances, Section 35.12.

The following criteria will be used to select the bid that will provide the best value to the City:

- Skill, workmanship, experience, and past performance demonstrated by the bidder or proposer in performing the same type of work or services as those sought by the City, or the experience, expertise and quality of services demonstrated by the bidder or proposer for professional, consulting and other services;
- Ability to meet the minimum qualifications or requirements of the solicitation;
- Adherence to specifications, design, or the approach to the project or study, as applicable;
- The Bidder's capacity to perform in terms of personnel, equipment, facilities, licensing, and ability to meet time requirements and schedules;
- The Bidder's capacity to perform in terms of financial viability, ability to provide required insurance and business tax receipts, and bonding capacity, if applicable;
- Prices, costs, or rates in relation to the goods, supplies, materials, equipment or services sought to be procured, except as provided by Consultant's Competitive Negotiation Act (CCNA), as applicable. Lowest price is not the sole determining factor of best value;
- Life cycle costs of the goods, supplies, materials, equipment or services to be procured;
- Any other factor specific to the particular solicitation that is specifically described in the procurement solicitation document;
- City Code of Ordinances, Section 35.14, Local Preference in Purchasing or Contracting;

- The total cost of ownership of the products or services and their impact on the City's budget in future years.

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, depreciation, and service contracts.
- Determine what proposal provides the best value to the City.

Value Added: The amount or dollar value of a service that the Bidder may be able to provide the City:

- Value added may be an actual amount given to the City as a signing bonus.
- Value added may be equipment or services given to the City. In this case, the value will be determined by the City for the goods or services, not the Bidder.

Any prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offenses indicating a lack of business integrity or honesty; or any prior violation of the City's ethical standards may be considered when determining best value and may result in a Contractor not being awarded the project.

9.3. Evaluating Bid Factors

If the Contractor's response passes the Administrative/Preliminary Review, the Contractor's responses to Section 6 - "IFB Bid Factors," will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the City will determine if the deviation is Material. A Material Deviation will be cause for rejection of the response. An Immaterial Deviation will be processed as if no deviation had occurred.

9.4. Evaluating Cost

The City may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

9.5. Selection and Award - Single Award

The City reserves the right to: (a) waive minor irregularities, variances, or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from all Contractors; (d) request resubmissions from all Contractors; (e) award in whole, in part; or by line item; and (f) take any other action as permitted by law. The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right, the Contract awarded under this solicitation shall remain in effect as to all terms, agreements, and conditions without penalty or diminution of ongoing services to the City as contained

therein. Proposer agrees and understands that any Contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one Contract under this solicitation, at its sole option.

Single Award

Any Contract award resulting from IFB will be made to the Lowest Responsive and Responsible Contractor that meet all required specifications and with whom the City has reached agreement on all Contract items and conditions.

9.6. Local Preference in Purchasing or Contracting (City Code of Ordinances, Section 35.14)*

Except where otherwise provided by federal or state law, other funding source restrictions, or as otherwise set forth in the purchasing policy, the City shall give preference to local businesses in the following manner:

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request

for proposals is developed with evaluation criteria, a local preference of the total score may be assigned as follows:

1. Local Businesses which meet all the criteria for a Local Business as set forth in this section (City Code of Ordinances, Section 35.14), shall be given a preference in the amount of five percent (5%) of the total score of the Local Business.
2. The City Procurement Management Division shall have the sole discretion to determine if a Contractor meets the definition of a "Local Business."

2. Limitations

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the City Code and the City of Port St. Lucie Procurement Manual.
2. The provisions of this section shall not apply where prohibited by Federal or Florida law or where prohibited under the conditions of any grant.
3. The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Procurement Manual.
4. The provisions of this ordinance shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), Section 287.55, Florida Statutes.

5. The provisions of this section shall not apply to any procurement where the local nature of a business has been addressed through the scoring criteria.

*** Please review City Code of Ordinances, Section 35.14, for the full governing ordinance.**

9.7. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits, request product/work samples, or to invite Contractors to present their product(s) and or service solutions to the evaluation team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractor requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Contractors are not permitted to revise their responses as part of the presentation and/or demonstration. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Contractor'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 Contractor's name, bid number, and item number. Failure of Contractor 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 Division.

9.8. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The NOIA is not notice of an actual Contract award; instead, the NOIA is notice of the City's expected Contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, Section 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

10. Contract Terms and Conditions

The Contract that the City expects to award as a result of this IFB will be based upon the IFB, the successful Contractor's final response as accepted by the City, and the Contract terms and conditions, which terms and conditions can be downloaded from Attachments Section listed as **Attachment A – Sample Contract**. The "successful Contractor's final response as accepted by the City," shall mean: the response submitted by the awarded Contractor, written clarifications, and any other terms deemed necessary by the City, except that no objection or amendment by a Contractor to the IFB requirements or the Contract terms and conditions shall be incorporated by reference into the Contract unless the City has explicitly accepted the Contractor's objection or amendment in writing.

Please review the City's contract terms and conditions prior to submitting a response to this IFB. Contractors should plan on the Contract terms and conditions contained in this IFB being included in any award as a result of this IFB. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Contractors. The Contract terms and conditions may be supplemented or revised before Contract execution and are provided to enable Contractors to better evaluate the costs associated with the IFB and the potential resulting Contract.

Exception to Contract

By submitting a response, each Contractor acknowledges its acceptance of the IFB specifications and the Contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a Contractor takes exception to a Contract provision, the Contractor must state the reason for the exception and state the specific Contract language it proposes to include in place of the provision. Any exceptions to the Contract must be uploaded and submitted as an attachment to the Contractor's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the IFB.

In the event the Contractor is selected for potential award, the Contractor will be required to enter discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period identified in the Schedule of Events. Failure to resolve any Contractual issues will lead to rejection of the Contractor's response. The City reserves the right to proceed to discussions with the next best ranked Contractor.

The City reserves the right to modify the Contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Contractor. Exceptions that materially change the terms or the requirements of the IFB may be deemed non-Responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Contractor an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular Contract exception would be permissible, the Contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

This IFB and the proposal response documents submitted shall be incorporated into the final Contract by reference. Therefore, all requirements in the IFB not specifically addressed in an exception statement in the proposal and accepted in the Contract documents, shall stand as contractual responsibilities of the proposal respondent. The Contract shall be the controlling document over the Proposal response and the IFB; the IFB shall be the ruling document over the Proposal response for all requirements in the IFB not specifically addressed in an exception statement in the proposal. Statement and requirements in the IFB shall rule over the Proposal document.

Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed Contract (including any amendments accepted by both the City and the Contractor attached thereto), the IFB (including any subsequent addenda and written responses to Bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

(i) First, by giving preference to the specific provisions of the executed Contract.

(ii) Second, by giving preference to the specific provisions of the IFB.

(iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the City in writing shall not be included in the Contract and shall be given no weight or consideration.

11. List of IFB Documents

11.1. List of IFB Documents

A - Sample Contract

B - PSL Glades IW-2 100% Technical Specifications

C - PSL Glades IW-2 100% Technical Specifications - Appendices

D - PSL Glades IW-2 100% Design Drawings

12. Vendor Submission Requirements and Attestations

12.1. Mandatory Forms

*Contractor's General Information Worksheet**

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.

Please download the below documents, complete, and upload.

- PSL-_Contractor's_General_I...

*Response required

*E-Verify Form **

Please download the below documents, complete, and upload.

- E-Verify_Form.pdf

*Response required

*Non-Collusion Affidavit **

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit-fil...

*Response required

Supplier Location Certification

Please download the below documents, complete, and upload.

- Supplier_Location_Certifica...

*Debarment Form**

Please download the below documents, complete, and upload.

- Debarment_form-fillable.pdf

*Response required

*Lobbying Form**

Please download the below documents, complete, and upload.

- Lobbying_form-fillable.pdf

*Response required

*Buy America Certificate of Compliance **

Please download the below documents, complete, and upload.

- BABA_Certificate_-_Construc...

*Response required

*Copy of W-9**

*Response required

*Copy of Certificate of Insurance **

*Response required

*Florida Well Water Contractor License**

*Response required

*Copy of Bid Bond **

*Response required

12.2. Electronic Confirmation

*Cone of Silence and Communication Document**

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The “Cone of Silence” is in effect for this solicitation from the date the solicitation is advertised on the OpenGov Portal, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City Code of Ordinances, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through the Issuing Officer, for the procurement of these services.

☐ Please confirm

*Response required

*Contractor's Code of Ethics**

The City of Port St Lucie ("City), through its Procurement Management Division ("Procurement Management Division") 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 Division requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

♦ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.

♦ A Contractor 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.

♦ Contractor 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.

♦ Contractor will completely perform any Contract awarded to it at the contracted price pursuant to the terms set forth in the Contract.

♦ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the Contract.

♦ Contractor 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.

♦ Contractor 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.

♦ Contractor 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.

♦ Contractor 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, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor 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:

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

o 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.

o 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.

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

☐ Please confirm

*Response required

*Drug Free Workplace**

The undersigned Contractor in accordance with section 287.087, Florida Statutes, hereby certifies that they comply fully with the below requirements.

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.

☐ Please confirm

*Response required

*Affidavit of Nongovernment Entity Anti-Human Trafficking Laws**

In accordance with section 787.06(13), Florida Statutes, the representative of the nongovernmental entity bidder ("Entity"), attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in section 787.06.

☐ Please confirm

*Response required

*Vendor Scrutinized Companies List Certification**

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/media/mqodaonn/2024_12_17_-israel-scrutinized-companies-list-for-web.pdf

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized

Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

☐ Please confirm

*Response required

*Compliance with 2 C.F.R. 200.318 through 200.326**

The Contractor will comply with all applicable federal and state laws and regulations, to include 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards".

☐ Please confirm

*Response required

*I certify that I have read, understood, and agreed to the terms outlined in this solicitation, including all Addenda, Notices, and the Question & Answer section. Furthermore, I confirm that I am authorized to submit this response on behalf of my company.**

☐ Please confirm

*Response required

CITY OF PORT ST. LUCIE
GLADES WASTEWATER TREATMENT FACILITY
CLASS I INJECTION WELL IW-2
PSLUD PROJECT: 63-0007

100% TECHNICAL SPECIFICATIONS

Prepared for:

CITY OF PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT

Prepared by:

McNabb-Miller Hydrogeologic Consulting, Inc.

and

Holtz Consulting Engineers, Inc.

October 2025

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SECTION 01001 – GENERAL REQUIREMENTS

PART 1 -- GENERAL

1.1 SUMMARY

A. Construct Work as described in the Contract Documents.

1. Provide the materials, equipment, and incidentals required to make the Project completely and fully operable.

2. This section briefly describes the Work to be performed as part of the City of Port St. Lucie, Glades Wastewater Treatment Facility Injection Well System located in St. Lucie County at 10700 Glades Cutoff Road, Port St. Lucie, Florida 34986. Detailed requirements and extent of work are stated in applicable specification sections and shown on the Drawings. It is the intent of these specifications that project elements constructed be fully integrated and compatible with each other in all aspects for a complete and operable injection well system.

3. Provide the labor, equipment, tools, and consumable supplies required for a complete Project.

4. Provide the civil, structural, mechanical, electrical, instrumentation and all other Work required for a complete and operable Project.

5. Test and place the completed Project in operation.

6. Provide the special tools, spare parts, lubricants, supplies, or other materials as indicated in Contract Documents for the operation and maintenance of the Project.

7. Arrange and coordinate with Supplier for deliveries of OWNER purchased products in accordance with construction schedule, coordinate to avoid conflict with work and conditions at the site. Unload the products at the site, and store and protect the products in accordance with the Supplier's instructions.

8. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR and coordinated with the CONSULTANT as though originally so indicated, at no increase in cost to the OWNER.

9. CONTRACTOR shall comply with all applicable federal, state and local safety regulations, laws and standards, as well as any specific St. Lucie County or City of Port St. Lucie requirements while completing the work.

10. Except as specifically noted, the CONTRACTOR shall provide and pay for:

    a. Labor, materials, and equipment.

    b. Tools, equipment and machinery.

    c. Water, electricity, and other utilities required to complete the project.

d. Other facilities and services necessary for proper execution and completion of the work.

e. Permits, surveys, and testing. CONTRACTOR shall provide to the CONSULTANT a copy of each permit obtained prior to commencing any work.

B. The CONTRACTOR and its SUBCONTRACTORS shall meet the qualification requirements as defined.

1.2 DESCRIPTION OF WORK

A. Work is described in general, non-inclusive terms as:

1. One Class I injection well (IW-2), with a final casing string of 30-inch outside diameter and total open-hole depth of 3,500 feet below pad level, that may be permitted to accept an injection rate of approximately 19.63 million gallons per day (MGD) at an injection velocity within the final casing string of 10 feet per second. The injection well shall include the installation of wellhead components suitable for the connection and operation of a completed system.

2. Four water-table monitor wells that will either be plugged and abandoned in place or completed with flush mounted vaults and lockable caps at the end of the project.

3. Concrete slab for well pad

4. Completion of one successful 12-hour injection test.

5. All electrical, instrumentation, piping, valves, pumps, paving, general site civil, and other appurtenances to complete a fully functioning system.

6. Hydrostatic pressure testing performed in existing onsite Class injection well IW-1

7. Completion of one 12-hour injection test at existing onsite well IW-1

8. A finished site that is acceptable to the CONSULTANT and OWNER.

1.3 CONTRACT METHOD

A. The WORK hereunder will be constructed under a single lump sum contract.

1.4 WORK UNDER OTHER CONTRACTS

A. Where two or more contracts are being performed at one time on the same Site or adjacent land in such manner that work under one contract may interfere with work under another, the OWNER will determine the sequence and order of the Work in either or both contracts. When the Site of one contract is the necessary or convenient means of access for performance of work under another, the OWNER may grant privilege of access or other reasonable privilege to the CONTRACTOR so desiring, to the extent, amount, and in manner and at time that the OWNER may determine. No OWNER determination of method or time or sequence or order of the work or access privilege shall be the basis for a claim for delay or damage except under provisions of the General Conditions for temporary suspensions of the work. The CONTRACTOR shall conduct its

operations so as to cause a minimum of interference with the work of such other CONTRACTOR's and shall cooperate fully with such CONTRACTOR's to allow continued safe access to their respective portions of the Site, as required to perform work under their respective contracts.

B. Interference with Work on Utilities: The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the work, and shall schedule the work to minimize interference with said relocation, altering, or other rearranging of facilities.

C. Obtain clarification from the OWNER in the case of a disagreement and those specified elsewhere in the Contract Documents.

D. Completion of the Work described in this Contract may impact the construction and testing of the items listed above.

1. Coordinate construction activities through the OWNER.

2. Pay claims for damages which result from the late completion of the Project or any specified Milestones.

1.5 WORK SEQUENCE

A. The following items represent and identify the general outline of work to be performed by the CONTRACTOR. The detailed sequence of work for the construction and testing of the wells is outlined in Section 02700 Well Construction Sequence.

1. Obtain necessary permits, provide submittals and prepare a video recording of pre-existing site conditions.

2. Establish site security and site access.

3. Selectively clear construction site as required.

4. Mobilization of drilling equipment to the site.

5. Set pit pipes.

6. Construction of temporary drilling pad and installation of water-table monitoring wells.

7. Construct temporary water supply well(s) as required for drilling make-up water and other water supply needs for construction.

8. Survey location and elevation of pad monitor wells and survey the pad elevation to North American Vertical Datum (NAVD) of 1988 prior to drilling startup.

9. Construction and testing of IW-2.

10. Performance of short-term injection test at IW-2.

11. Hydrostatic pressure testing at existing injection well (IW-1)

12. Performance of short-term injection test at IW-1

13. Installation of all electrical, instrumentation, piping, and valves

14. Extend asphalt road to IW-2

15. Startup

16. Demobilization.

17. Site Restoration.

B. During the construction and testing of IW-2, FDEP approval is required prior to proceeding with certain stages of the Work as outlined in Section 02700.

1.6 PRESERVING WATER QUALITY

A. The waters of the project area are classified Class III. Adequate silt containment procedures and equipment shall be used to control turbidity at all times at no additional expense to the OWNER. The injection well and deep monitor well will be drilled into aquifers containing saline water under positive (Artesian) pressure. The shallow aquifer contains fresh water at the well site.

B. Requirements are set forth in these specifications regarding the handling of brackish water, injection-zone effluent, drilling fluids, and cuttings. Requirements also are set forth for controlling the flow of the wells during construction and providing a closed, circulation system for all drilling operations.

C. It is essential that brackish or salty water produced from any source during drilling operations is prevented from contaminating the shallow aquifer which contains fresh water. Any water produced during drilling shall be confined in a closed-circulation system. Temporary drilling pads will be required to enclose the proposed injection well and deep monitor well and shall be constructed to retain spillage of water from drilling and related operations.

D. Water-table monitor wells shall be installed as specified. Due precautions shall be taken to prevent spills; any spillage of fluids shall be returned to the closed-circulation systems. In the event of any unusual occurrences during construction activities (e.g. on-site spills, artesian flows, large volumes of circulation losses, etc.), the CONTRACTOR shall inform the CONSULTANT immediately and act in accordance with the FDEP construction permit.

E. The CONTRACTOR shall be responsible for the cost of all cleanup activities attributable to his drilling operations at the well construction site, including installation and pumping of additional monitor wells at the site, as directed by the CONSULTANT.

F. Flowing conditions in IW-2 shall be kept under control at all times. Salt may be used as a flow-suppression additive when drilling through formations under artesian pressure (ie within the Floridan Aquifer System).

1.7 WATER

A. The CONTRACTOR shall provide and maintain, at his own expense, an adequate supply of water for his use for construction and domestic consumption, and to install and maintain necessary connections and piping for same, but only at such locations and in such manner as may be approved by the CONSULTANT.

B. All water connections points to the City system shall be equipped with a reduced pressure principle type backflow preventer and meter. Both devices shall be installed according to City and County standards and any or all devices shall be obtained from the OWNER if the OWNER requires that their devices are to be installed.

C. Prior to final acceptance, temporary connections and piping installed by the CONTRACTOR shall be removed in a manner satisfactory to the CONSULTANT.

D. The CONTRACTOR shall be responsible for securing permits, licenses, or approvals that must be obtained for sources of water required for construction.

E. The CONTRACTOR shall provide the OWNER and CONSULTANT a description of their water supply needs at a required pre-construction meeting.

1.8 CONTRACTOR USE OF SITE

A. The CONTRACTOR's use of the Site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices to areas designated on the Drawings.

B. The CONTRACTOR may use only the access designated by the OWNER and as shown on the drawings for access to the work locations. The CONTRACTOR shall be responsible for maintaining, protecting and restoring the routes to the satisfaction of the OWNER and CONSULTANT. The CONTRACTOR shall be responsible for obtaining any permits necessary to use the access.

C. The CONTRACTOR shall submit a detailed construction schedule prior to the commencement of any site work. The construction schedule shall include a proposed spud date.

D. The CONTRACTOR may perform the well construction and testing activities at the site 24 hours per day, 7 days per week.

E. The CONTRACTOR shall schedule all work or tests, which will be attended (as required by the permit) by representatives of the FDEP, during regular FDEP working hours.

1.9 OUTAGE PLAN AND REQUESTS

A. Unless the Contract Documents indicate otherwise, the CONTRACTOR shall not remove from service, de-energize, or modify settings for any existing operating tank

pipeline, valve, channel, equipment, structure, road, or any other facility without permission from the CONSULTANT.

B. Where the WORK requires modifications to existing facilities or construction of new facilities and connection of new facilities to existing facilities, the CONTRACTOR shall submit a detailed outage plan and schedule for the CONSULTANT'S approval a minimum of 2 weeks in advance of the time that such outage is planned.

C. A completed System Outage Request form (blank furnished by the CONSULTANT) shall accompany each outage plan. The outage plans shall be coordinated with the construction schedule and shall meet the restrictions and conditions of the Contract Documents. The outage plan shall describe the CONTRACTOR's method for preventing bypassing of other treatment units; the length of time required to complete said operation; any necessary temporary power, controls, instrumentation or alarms required to maintain control, monitoring, and alarms for the treatment plant processes; and the manpower, plant, and equipment which the CONTRACTOR will furnish for proper operation of associated treatment units. All costs for preparing and implementing the outage plans shall be at no increase in cost to the OWNER.

D. The CONSULTANT shall be notified in writing at least one week in advance of the required outage if the schedule for performing the work has changed or if revisions to the outage plan are required.

E. The CONTRACTOR shall provide written confirmation of the shutdown date and time two (2) working days prior to the actual shutdown.

1.10 OWNER USE OF THE SITE AND OCCUPANCY

A. The CONTRACTOR shall cooperate and coordinate with the OWNER to facilitate the OWNER's operations and to minimize interference with the CONTRACTOR's operations at the same time. In any event, the OWNER shall be allowed access to the Site during the period of construction.

B. Testing of equipment and appurtenances including specified test periods, training, and startup does not constitute acceptance for operation.

C. OWNER may accept the facility for continued use after startup and testing at the option of the OWNER. If acceptance is delayed at the option of the OWNER, shut down facilities per approved Operation and Maintenance procedures.

D. The execution of bonds indicates the consent of the surety to these provisions for occupancy of the structures and use of equipment.

E. Provide an endorsement from the insurance carrier permitting occupancy of the structures and use of equipment during the remaining period of construction.

F. Conduct operations to ensure the least inconvenience to the OWNER and general public.

1.11 POWER AND ELECTRICAL SERVICES

A. Pay for temporary power, including but not limited to construction cost, meter connection, fees and permits.

B. CONTRACTOR may use the permanent power source in lieu of temporary power source when permanent power is available at the Site. However, approval from the OWNER is required.

a. Notify CONSULTANT and OWNER to use the permanent power source.

b. Arrange with the power utility and pay the charges for connections and monthly charges for use of this power.

C. Pay for the power consumed until the Project has been accepted as substantially complete, unless noted otherwise.

D. The CONTRACTOR shall furnish and install the electric meter base, current transformers including cabinet (if required) in accordance with electrical standards and requirements.

E. The utility company is to provide the electric meter and shall install and connect upon notification of completed work by the CONTRACTOR.

F. Utility pole mounted transformer to be provided and installed to the new overhead lines by the utility company.

G. The utility is to provide power cable from the secondary of the transformer to the weatherhead.

1.12 SANITARY FACILITIES

A. The CONTRACTOR shall provide temporary restroom facilities for field crews.

1.13 SAFETY PRECAUTIONS

A. The CONTRACTOR is specifically cautioned that various dangerous chemicals and high voltage electrical power will be in routine use at the treatment facility. The CONTRACTOR shall educate all field and supervisory personnel regarding standard safety practices and first aid procedures for accidental exposure to any, and all, compounds in use at the site.

1.14 HURRICANE SAFETY PRECAUTIONS

A. Upon the issuance of a “Hurricane Watch” by the National Weather Service, the CONTRACTOR shall make appropriate site preparations. At a minimum these preparations shall include securing all on-site salt and stockpiled additive materials to prevent surface and/or groundwater contamination. The CONTRACTOR shall also properly secure drilling equipment and rig(s) to prevent damage to well(s) and on-site treatment process equipment.

1.15 SECURITY

A. The CONTRACTOR shall be fully responsible for the safety and security of the work and site. Any temporary measures required to maintain the security of the area shall be the CONTRACTOR's responsibility. This shall include but not be limited to temporary fencing, security guards (as needed and as approved), etc., and any related permits.

1.16 CONSTRUCTION TRAILER

A. The CONTRACTOR shall provide an on-site office with telephone and electric service as required for his use. Plant facilities will not be available for use by the CONTRACTOR.

1.17 FIELD OFFICE

A. The CONTRACTOR shall provide a suitable, weatherproof field office for use by the CONSULTANT and his representatives. The field office may incorporate additional space for the CONTRACTOR's use as a construction trailer with a separate lockable facility, subject to CONSULTANT's approval. The office shall be located in a position which, in the opinion of the CONSULTANT, is adequate for the inspection of the work, including at least one full-size window facing the drill rig(s). The field office shall be supplied with reliable internet service. The CONTRACTOR shall maintain the field office in good repair and acceptable appearance, provide weekly cleaning and monthly pest control services and maintenance and replenishment, as applicable, of paper towels, soap, toilet paper and bottled-water service. The field office shall consist of one or more trailer-type, mobile structures with the following features and equipment, new or like new in appearance and function, and shall include, at a minimum:

All metal frame	All metal exterior, sides and roof
Toilet and wash basin with running water and drains	Sanitary facilities in compliance with State and local health authorities for the trailer
Insulated double walls, floor and roof	Self-contained, built in electric heater with self-contained air-conditioning unit
Fluorescent or LED ceiling lights	110-volt electric wall outlets
Minimum interior height: 7 feet	Minimum interior width: 12 feet
Minimum interior length: 25 feet	Entrance door(s) equipped with cylinder locks
Railed stairway to all entrances	Minimum of one (1) window
Bottled water service	Full size refrigerator
Work surface (1), 30 inches wide and 10 feet in length at desk height	Desk, 30 inches by 60 inches
Swivel chairs (2)	Wastepaper basket (2)
First-aid kit	Highest quality internet service available
Office copier and scanner	CO2 fire extinguisher, 10lb capacity
Hurricane anchors and all other precautions as regulated by the permitting authority	Pest control as necessary (insect, rodent, etc.)

1.18 REQUIREMENTS OF OTHER AGENCIES

A. When performing Work on facilities owned by agencies other than OWNER, comply with all requirements of such agencies which are more restrictive than those specified herein.

1.19 PROTECTION OF EXISTING STRUCTURES

A. The CONTRACTOR shall assume full responsibility for the protection of all existing buildings, structures, poles, signs, services to buildings, hydrants, drains, ductbanks and electric and telephone cables, whether or not they are shown on the Drawings. The CONTRACTOR shall carefully support and protect all such structures and utilities from injury of any kind. Any damage resulting from the CONTRACTOR's operations shall be repaired by the CONTRACTOR at CONTRACTOR's expense.

B. Protection and temporary removal and replacement of existing structures as described in this Section shall be a part of the Work under the Contract and all costs in connection therewith shall be included in the Lump Sum.

1.20 STAGING AREA

A. All construction trailers and equipment storage shall occur only within the designated staging area. All CONTRACTOR parking shall be within the staging area unless prior written approval for additional parking areas is provided by the CONSULTANT.

B. The CONTRACTOR shall take note that some improvements to the staging area may be required to facilitate its use and shall be responsible for all costs for any and all improvements to the staging area. No vehicles may be stopped on existing pavement or walkways for parking or unloading without the approval of the CONSULTANT. A site layout plan must be approved by the CONSULTANT before any equipment or materials may be placed onsite.

1.21 PROJECT MANAGER, PROJECT SUPERINTENDENT, AND DRILLER

A. Project Manager: The CONTRACTOR shall provide a Project Manager to this project as a supervisor to oversee proper performance of the Work. The Project Manager shall have the authority to make decisions on behalf of the Prime CONTRACTOR. The Project Manager shall be responsible for all coordination, document handling, submittal review and processing, quality control and project scheduling. The Project Manager shall be a direct employee of the Prime CONTRACTOR and shall fluently speak, read and write English. The Project Manager, once approved by the OWNER and the CONSULTANT shall not be replaced without prior consent by the CONSULTANT.

B. Superintendent: The CONTRACTOR shall provide, on a full-time basis, a dedicated Project Superintendent specific to this project as an onsite supervisor to oversee proper performance of the Work. The Superintendent shall be onsite during construction activities. The Project Superintendent shall be a direct employee of the Prime CONTRACTOR. The Superintendent shall fluently speak, read and write English. The Project Superintendent, once approved by the OWNER and the CONSULTANT shall not be replaced without prior consent by the CONSULTANT. The CONTRACTOR shall be capable of staffing the project such that at least one Superintendent, meeting the criteria above, can be onsite at all times when there is construction activity on IW-2.

C. Driller: The CONTRACTOR shall provide, on a full-time basis, at least one Driller. The CONTRACTOR shall be capable of staffing the project such that at least one Driller will be onsite at all times when there is construction activity on IW-2.

1.22 SPECIAL CONSIDERATIONS

A. Project Inspection: The CONSULTANT will be inspecting the work on a non-full time basis. The CONTRACTOR shall provide appropriate notice of need for inspections and allow time for scheduling. No work shall be covered, nor test results accepted without prior witness by the CONSULTANT. Inspections by the CONSULTANT shall not be performed in lieu of other inspections required by City, County, State or Federal requirements. Many activities require inspection during the performance of the work. This includes but not limited to casing installation, annular grouting, and geophysical logging. The CONTRACTOR shall provide the CONSULTANT a 12-hour notice of the anticipated time the activity will begin. The CONTRACTOR shall provide a second notice at 2 hours prior to the scheduled start time. The intent of the second notice is to confirm activities are on schedule. Every effort shall be made to provide accurate scheduling to the CONSULTANT.

B. Existing Facilities: The construction drawings do not show all existing piping, valving, electric conduit, instrument conduit, or telephone lines which may interfere with this construction. The size, location and material of existing facilities which are being connected to or deflected in this project shall be field confirmed prior to ordering or submitting shop drawings or ordering materials.

C. CONTRACTOR Coordination: The CONTRACTOR shall assume that other construction work will be simultaneously underway at the construction site. Other CONTRACTORS may use the site access route. Should this be the case, the CONTRACTOR shall coordinate the continued use of staging area, access points and the construction area. Site security shall be maintained at all times to the satisfaction of the OWNER and CONSULTANT. The CONTRACTOR shall be required to coordinate all work to accommodate other CONTRACTORS as required by the CONSULTANT.

D. Noise and Vibration: The CONTRACTOR shall employ all necessary means and methods necessary to comply with all applicable OWNER and County noise ordinances. All CONTRACTOR equipment shall be equipped with hospital grade silencers, as applicable. The CONTRACTOR shall be responsible for any damage due to excessive vibration or sound.

1.23 MATERIALS

A. All materials used on the project which are in contact with potable water directly or indirectly, shall be NSF 60/61 approved for contact with potable water and acceptable to agencies with jurisdiction. It shall be the CONTRACTOR’s sole responsibility to ensure and confirm that all materials used on this project comply with this requirement.

1.24 DISPOSAL OF DRILL CUTTINGS AND FLUIDS

A. Drill cuttings and drilling fluid shall be removed from the drilling site and disposed of at a regulatory agency-approved location. The CONTRACTOR shall furnish to the CONSULTANT and OWNER, prior to beginning construction, the name and location of his disposal site along with documentation that the site has been approved by the appropriate regulatory agencies.

1.25 CONDITIONS AND HAZARDS

A. The CONTRACTOR is advised and should be aware of difficult drilling conditions and problems he may encounter during the drilling, construction, and testing of the wells. Difficult drilling conditions and problems include, but are not limited to, lost circulation, cavities and fractured zones in the Floridan Aquifer; and potential squeezing zones and sand intervals within the Hawthorn Group clays, along with attendant caving problems.

B. A priority requirement of these Specifications is the drilling of straight holes and setting of all casings to specified depths. Hole straightness, which will permit casings to be set at specified depths and facilitate achievement of proper cement seals, shall not be sacrificed for drilling speed. These and other pertinent factors shall be taken into consideration by the CONTRACTOR in planning and executing the work.

C. The goal of this program is the successful completion of the injection well and associated dual-zone deep monitor well described in these Contract Documents. In the event of any problems or difficulty which, in the CONSULTANT's opinion, may jeopardize the successful completion of a well in accordance with the construction permit, current regulations, or Contract Documents and approved changes, it is the CONTRACTOR's responsibility to perform work required to successfully remedy any problem and perform such surveys and testing as necessary to demonstrate the problem has been solved and the well is in compliance with the Contract documents.

D. The CONTRACTOR shall bear all costs of testing, surveys and work deemed necessary by the CONSULTANT, OWNER and/or the appropriate regulatory agencies to confirm that the problem has been resolved or corrected and that the construction is in compliance with the Technical Specifications and any approved changes, the permit and all appropriate regulations.

E. The CONTRACTOR shall submit to the CONSULTANT a detailed plan of action to identify and/or solve the problem and the CONSULTANT shall review the plan of action. In the event that the problem is considered serious enough to jeopardize the successful completion of the well, in accordance with the drawings and Specifications, the CONSULTANT may request technical concurrence from the regulatory and scientific agencies in accordance with the construction permit. No compensation (standby time or otherwise) shall be paid for the time spent by the CONTRACTOR during the entire period of review and approval. The CONSULTANT shall notify the CONTRACTOR that:

   a. The CONTRACTOR's plan of action is acceptable;

   b. The CONTRACTOR's plan of action is acceptable with the CONSULTANT's suggested modifications;

   c. The CONTRACTOR's plan of action is unacceptable.

F. Under (a.), the CONTRACTOR shall proceed with the plan of action. The CONTRACTOR shall bear all costs of surveys associated with detecting the problem, implementing his plan of action and tests to confirm that the plan of action was carried to successful completion and to obtain the approval of the CONSULTANT. If the CONSULTANT is satisfied that the problem has been solved by the CONTRACTOR,

then the CONTRACTOR shall proceed with the construction of the well, bearing all costs of the plan of action and the CONSULTANT's program to confirm successful completion.

G. Under (b.), the CONTRACTOR shall re-submit his plan of action to the CONSULTANT with necessary backup and justification for a revised plan of action. The CONSULTANT shall notify the CONTRACTOR that the revised plan of action is either acceptable or unacceptable.

H. Under (c.), if the plan of action is not acceptable to the CONSULTANT and the CONTRACTOR elects to pursue the unacceptable plan of action, then two options exist for the CONSULTANT:

a. OPTION 1: If the unacceptable plan of action jeopardizes the well construction, completion or operation in the CONSULTANT's opinion, and the CONTRACTOR elects to implement the unacceptable plan of action, the CONSULTANT may declare the well defective and require abandonment by the CONTRACTOR. A determination shall be made by the CONSULTANT whether to abandon the well or attempt to correct the existing well. The CONTRACTOR shall bear all costs of rig time, etc., from original verbal notification and all cost of either abandoning the well or taking steps to complete a successful well.

b. OPTION 2: If the unacceptable plan of action does not jeopardize the well construction, completion, or operation in the CONSULTANT's opinion, the CONTRACTOR may, at his own risk, proceed with his plan of action. The CONTRACTOR shall bear all costs associated with his plan of action including testing, remedies, surveys and programs to solve the problem. When completed, the CONTRACTOR shall notify the CONSULTANT that the problem has been solved. The CONTRACTOR shall bear all costs of testing, surveys and work deemed necessary by the CONSULTANT to confirm that the problem has been solved. If the CONSULTANT is satisfied that the problem has been solved by the CONTRACTOR, then the CONTRACTOR shall proceed with the construction of the well, bearing all costs of the plan of action and the CONSULTANT's program to confirm successful completion.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01025 – MEASUREMENT AND PAYMENT

PART 1 -- GENERAL

1.1 THE SUMMARY

A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

1.2 ADMINISTRATIVE SUBMITTALS

A. Schedule of Values: Submit schedule on SUPPLIER's standard form.

B. Application for Payment.

C. Final Application for Payment.

1.3 CONTINGENCY ALLOWANCE

A. Funds will only be drawn from the contingency allowance by Change Order.

B. Any funds remaining in the Contingency Allowance at the end of the project will revert to the OWNER, and a final Change Order will be enacted to reduce the overall Contract amount by the corresponding amount.

1.4 SCHEDULE OF VALUES

A. Reflect schedule of values format included in conformed Bid Form, specified allowances, alternates, and equipment selected by the OWNER, as applicable.

B. List Bonds and insurance premiums, mobilization, demobilization, facility startup, and contract closeout separately.

C. Break down by Divisions 2 through 16 with appropriate subdivision of each Specification for each of the Project facilities.

D. An unbalanced or front-end-loaded schedule will not be acceptable.

E. Summation of the complete schedule of values representing all Work shall equal the Contract Price.

F. Quantities listed in the attached BID FORM shall be used for calculation of payment amount for each line item for progress payments. The proportion of each line item

completed during the progress payment period compared to the quantities listed in the BID FORM should be paid. Upon completion of the line item, it shall be billed at 100% complete.

1.5 EQUIPMENT AND MATERIALS IN STORAGE

A. Partial payment for materials and equipment in proper storage at the site of the Work will be made for those items for which the CONTRACTOR has submitted the following:

1. Invoice for each item in storage. The invoice shall not exceed the value of the item stored as determined by the amount paid to the manufacturer (subcontractor fabrication costs excluded).

2. List of items in storage.

3. With following pay estimate, release of liens for the full amount less retainage of each item listed as stored materials for the previous pay estimate. Any item for which the full amount less retainage release of lien is not supplied shall be considered as having been removed from the site.

B. No payment for any offsite storage of material will be made. Any payment for stored material shall not include labor or profit by the CONTRACTOR or any sub-contractor. The CONTRACTOR is specifically advised that this procedure may require full payment for some stored materials or shop work significantly ahead of the time when payment is issued by the Owner.

1.6 PAYMENT SCHEDULE

A. The following schedule shall be adhered to:

1. 20th of the Month - Cutoff date

2. 23rd of the Month - Pay estimate to the Inspector

3. 25th of the Month - Pay estimate to the CONSULTANT

4. 30th the following Month - Payment by the Owner

B. When the cutoff date occurs on a holiday or weekend, the date shall be the last work day preceding the 20th.

1.7 PAY ESTIMATE FORMS

A. The CONTRACTOR shall submit a pay application form for approval.

B. Failure of the CONTRACTOR to sign the pay estimate or attach appropriate documentation shall be grounds for returning the pay estimate with no action by the OWNER or CONSULTANT. The CONTRACTOR shall provide an updated schedule with each pay application. The schedule must include the original estimated start and finish dates as provided in the schedule submitted prior to starting construction. The updated schedule also shall provide actual start and finish dates as construction progresses.

1.8 LUMP SUM PAYMENT ITEMS

A. Measurement for progress payments of lump sum items will be made on the basis of the earned value for each item shown as a percentage of the cost for the lump sum item as listed in the Schedule of Values. The CONTRACTOR shall submit a schedule of values to the CONSULTANT for approval.

B. Payment will be made at the lump sum price as named in the Bid Schedule which price shall constitute full compensation for the complete and proper construction of the Work as shown on the Contract Drawings and specified herein. Payment at Final Completion will be equal to the total lump sum amount for that item.

1.9 UNIT PRICE PAYMENT ITEMS

A. Measurement for progress payments will be as indicated for each unit price item as listed in the attached Bid Schedule.

B. Payment will be made at the unit price as named in the Bid Schedule which price shall constitute full compensation for the complete and proper construction of the Work as shown on the Contract Drawings and specified herein.

1.10 MEASUREMENTS - GENERAL

A. Units of measure shown on the Bid Schedule Form shall be as follows unless otherwise specified in the Contract Documents.

UNIT	MEASUREMENT
CF	Cubic Feet – Field measure by CONSULTANT within the limits specified or shown
EA	Each – Field Count
HR	Hours – Number of hours of work performed as documented by the CONSULTANT
LF	Linear Feet - Field measure by CONSULTANT
LS	Lump Sum – Unit is one. No measurement is made

B. The CONTRACTOR will be paid for work performed under this contract according to CONSULTANT approved percentage of completion for each lump sum item on the schedule of values and adjusted per the unit adjustment prices set forth in these documents to the extent the actual placed quantities differ from the quantities shown on the bid schedule, all as further described and set forth below and in other sections of this document. The items included in the sections below describe the lump sum items and unit adjustment items included on the bid schedule.

1.11 GENERAL CONDITIONS (BID ITEM 1)

A. This pay item shall include the costs to comply with all elements of the General Conditions of the Contract, including but not limited to: compliance with the requirements of the General Conditions, record keeping, safety and permitting. This item shall include all compensation for bonds, and insurance in accordance with the Contract documents. This

item shall include all work, materials and equipment necessary to complete all work in contract documents that is not specifically identified in other bid items.

B. Mobilization/Demobilization: This item includes the preparatory work and operations in mobilizing/demobilizing for beginning Work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, materials, supplies and incidentals to the Project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and State and local laws and regulations. The costs of any other pre-construction expense necessary for the start of the Work, excluding the cost of construction materials referenced in other bid items, is to be included in the lump sum bid item.

C. Payment for all work, materials and equipment will be made at a lump sum amount. Payment for this item will not exceed 50% of the total bid item amount upon: mobilization of all equipment and personnel, setup of all equipment, installation of pad monitor wells, installation of pit casing, providing acceptable preconstruction documentation as determined by the CONSULTANT, and initiation of drilling at IW-2 below the base of the pit casing.

D. Payment for this item will not exceed 90% of the total bid item amount upon: completion of the subsurface portion of IW-2, completion of injection testing, plugging and abandonment of the pad monitor wells, and demobilization of the drilling rig and associated drilling equipment.

E. Full 100% payment for this item will be made upon: completion of all wellhead and surface facilities, installation of all conveyance piping and valving to IW-2, completion of all electrical and instrumentation, completion of site restoration, providing all acceptable documentation necessary for the completion of the work as determined by the CONSULTANT, and completion of all other work required in the Contract.

1.12 INDEMNIFICATION (BID ITEM 2)

A. Basis of Payment: Payment shall include all compensation for indemnification in accordance with the Contract documents. This item includes costs to indemnify the OWNER against harm, losses, damages, or legal liabilities caused by the CONTRACTOR.

1.13 DRILLING 12-INCH PILOT HOLES (BID ITEM 3)

A. Payment for all work, materials and equipment will be made at the unit adjustment price **per foot drilled**. This unit adjustment price includes collecting drill cutting samples, collecting water-quality samples, performing inclination surveys and geolograph recording as specified. There will be no payment for re-drilling a previously cemented or filled pilot hole or borehole (overlapping holes), or for re-drilling due to dredging.

1.14 INSTALL DRILLABLE BRIDGE PLUG (BID ITEM 4)

A. Payment for all work, materials and equipment will be made at the lump sum price to install a drillable bridge plug in the pilot hole completed to 3,500 feet below pad level (bpl) to near the top of the injection zone as determined by the CONSULTANT.

1.15 DRILLING BOREHOLES AND REAMED HOLES (BID ITEM NO. 5A THROUGH 5E)

A. Payment for all work, materials and equipment will be made at the unit adjustment price **per foot drilled**. This unit adjustment price includes inclination surveys and geolograph recording. There will be no payment for re-drilling due to dredging. This unit adjustment includes collecting drill cutting samples through strata not previously intersected by a pilot hole.

1.16 CASING INSTALLATION (BID ITEM NO. 6A THROUGH 6D)

A. Payment for all work, materials and equipment will be made at the unit adjustment price **per foot of casing installed below pad level**. This item includes properly welded connections and centering guides.

1.17 CEMENT AND ADDITIVES (BID ITEM NO. 7A THROUGH 7F)

A. Payment for all work, materials and equipment will be made at the unit adjustment price **per linear vertical foot installed from the base of casings to pad level and for linear vertical foot installed within pilot holes as directed by the CONSULTANT.** This unit adjustment item includes: cement plans prior to each stage; all additives; cement samples; cement tags; cement-top temperature logging and time for cement setting.

B. If gravel is necessary, as described below, payment for gravel will be made at the same cost per unit as cement. The measurement for payment for gravel will be per vertical linear foot.

C. Conditions for gravel placement: CONTRACTOR shall provide cement plans to CONSULTANT for approval for each stage of cement. Cement plans shall include theoretical cement lifts based on XY caliper results. After performing a specific cement stage, cement-top temperature logging and a physical tag shall be performed, consistent with Contract conditions. If the physical tag and cement-top temperature log show an actual cement lift less than 10% of the theoretical cement lift, the CONTRACTOR shall perform another cement stage. If the subsequent cement stage indicates an actual cement lift of less than 10% compared to the theoretical cement lift, the CONTRACTOR may request to install gravel. The size and material of the gravel shall be approved by the CONSULTANT prior to placement. The CONTRACTOR shall install the approved gravel by the tremie method. The amount of gravel shall be approved by the CONSULTANT, but shall not exceed a total of 20 contiguous vertical linear feet. After the approved amount of gravel is installed, measured in vertical feet, the CONTRACTOR shall resume with cement stages. The CONTRACTOR may again request the placement of additional gravel after two successive cement stages resulting in cement lifts less than 10% of theoretical.

1.18 GEOPHYSICAL AND DOWNHOLE VIDEO LOGGING (BID ITEM NO. 8A THROUGH 8H)

A. Payment for all work, materials and equipment will be made at the **lump sum price** for each logging and video event. No measurement is made for these items. This item includes performing logging as specified. There will be no additional payment for performing additional logging if the logging tools are unable to be lowered to the total borehole depth or if the borehole is not sufficiently conditioned to successfully complete the logging as specified. There is no additional payment for performing additional logging

under dynamic/pumping conditions if the CONTRACTOR is unable to pump out of the borehole at an acceptable rate or if the CONTRACTOR has insufficient storage onsite to contain the pumped water prior to completing dynamic logging. Payment for cement-top temperature logging is included in the applicable items for cementing.

1.19 COLLECT AND ANALYZE CORES (BID ITEM NO. 9)

A. Payment for all work, materials and equipment will be made at the unit adjustment price for **each successful coring event**. This unit item includes obtaining cores that meet the required lengths. This unit adjustment item also includes providing boxes for proper storage and delivery to the proper regulatory authority. This item includes shipping samples, selected by the CONSULTANT, to the laboratory and for laboratory testing as specified. Up to 3 core samples per core will be selected for analysis.

1.20 PACKER TESTING (BID ITEM NO. 10)

A. Payment for all work, materials and equipment will be made at the unit adjustment price for **each packer test**. This unit adjustment item includes performing tests using either a single packer or a straddle-packer assembly (as determined by the CONSULTANT). This unit adjustment item also includes providing and installing appropriate instrumentation to measure and record water levels within and above the packer intervals during development, background, pumping and recovery periods. This unit adjustment item also includes collecting water samples and laboratory testing. This item includes shipment of water quality samples to FGS as required by permit.

1.21 PRESSURE TESTING OF 30-INCH CASING (BID ITEM NO. 11)

A. Payment for all work, materials and equipment will be made at the **lump sum price** for successfully demonstrating mechanical integrity of the IW-2 30-inch casing. This item includes completing a successful hydrostatic pressure test. No additional payment will be made for performing multiple testing attempts to meet specification requirements. It is the CONTRACTOR's option to perform a pressure test of the 30-inch casing prior to cementing in place. No payment will be made for completing an un-cemented pressure test.

1.22 DEVELOP AND COLLECT FINAL WATER QUALITY SAMPLE (BID ITEM NO. 12)

A. Payment for all work, materials and equipment will be made at the **lump sum price** for sampling and analysis of the injection zone. This item includes: developing/purging the zone; monitoring pump rates, water levels and field water quality during purging; collecting the water samples; perform laboratory analysis by a certified lab. This item includes shipment of water quality samples to FGS as required by permit.

1.23 SETUP AND PERFORM INJECTION TEST OF IW-2 (BID ITEM NO. 13)

A. Payment for all work, materials and equipment will be made at the **lump sum price** for completing an injection test in IW-2. This item includes sample collection and analysis of the injection test source water; set up and preliminary testing of all piping from an onsite water source, valving, pumps, gauges, meters and instruments; providing all data as specified; maintaining stable pump rates as specified; removal of all equipment and materials upon completion of testing and monitoring.

1.24 SETUP AND PERFORM ANNULAR PRESSURE TEST OF IW-1 (BID ITEM NO. 14)

A. Payment for all work, materials and equipment will be made at the **lump sum price** for successfully demonstrating mechanical integrity of IW-1. This item includes completing a successful annular hydrostatic pressure test. No additional payment will be made for performing multiple testing attempts to meet specification requirements.

1.25 SETUP AND PERFORM INJECTION TEST OF IW-1 (BID ITEM NO. 13)

A. Payment for all work, materials and equipment will be made at the **lump sum price** for completing an injection test in IW-1. This item includes sample collection and analysis of the injection test source water; set up and preliminary testing of all piping from an onsite water source, valving, pumps, gauges, meters and instruments; providing all data as specified; maintaining stable pump rates as specified; removal of all equipment and materials upon completion of testing and monitoring.

1.26 FURNISH AND INSTALL INJECTION WELL IW-2 WELLHEAD AND SURFACE FACILITIES, INCLUDING CONCRETE PAD (BID ITEM NO. 16)

A. This pay item shall include, but not be limited to, all equipment, materials, and labor to satisfactorily furnish and install the wellhead and concrete well pad. The work shall include the wellhead, piping, valves, meters, above-grade piping, floor drain assembly, fittings, coatings, and concrete work (including testing) as shown on the Contract Plans. Pay item shall include start-up, testing, commissioning, operation and maintenance manuals, record drawings, and close-out documentation. Payment of this item shall be paid as a Lump Sum price listed on the Bid Form.

1.27 FURNISH AND INSTALL BURIED PIPING, VALVES, AND FITTINGS (BID ITEM NO. 17)

A. This pay item shall include, but not be limited to, all equipment, materials, and labor to satisfactorily furnish and install the buried piping, valves, fittings, and appurtenances. The work shall include the PVC large diameter effluent disposal piping, valves, ductile iron fittings, restraints, identification tape, tracer wire, marker balls, and appurtenances as shown on the attached drawings. Pay item shall include start-up, testing, commissioning, record drawings, backfill, compaction, and connection to existing pipe. Payment of this item shall be paid as a Lump Sum price listed on the Bid Form.

1.28 GENERAL SITEWORK INCLUDING RESTORATION (BID ITEM NO. 18)

A. The work specified under this pay item shall include all equipment, tools, material and labor necessary to prepare the site and for completion of the site as shown on the Contract Plans and Specifications, and any restoration or repair to items damaged by construction. This item includes, but is not limited to, clearing/grubbing, site grading, excavation/backfill as necessary, the furnishing/installation/compaction of clean fill as necessary, compaction of subgrade to a depth of 24” below existing grade or greater (see geotechnical report in appendices), legal disposal of excess fill and/or cleared vegetative mass, limerock road-base, prepared subgrade, stabilized rock road, asphalt pavement, gravel, stormwater drainage piping/cleanout, sodding, landscaping, subgrade/road-base compaction, and density testing of prepared subgrade, record drawings, and all other incidentals necessary to provide a finished and restored site. The CONTRACTOR shall restore irrigation systems (piping, sprinkler heads, controls, wiring, etc.), fencing, gates, existing structures, signs,

miscellaneous wiring and any other item that was damaged or removed during construction not covered in the other Bid Items, to existing conditions or better. No more than 50% of this item shall be payable for initial site preparation, clearing, and preliminary grading work prior to final grading, sodding, subgrade/pavement installation, final site restoration, and all incidentals required to complete the site work as defined in the Contract Plans and Specifications. Payment of this item shall be paid as a Lump Sum price listed on the Bid Form.

1.29 ELECTRICAL AND INSTRUMENTATION WORK (BID ITEM NO. 19)

A. The item includes all equipment, materials, and labor necessary to furnish and install electrical service and controls facilities to the well as appropriate, as shown on the attached drawings and specifications. This item shall include all power feeds and services, power and control panels, disconnects, wire, conduit, grounding, lightning protection, site lighting and light poles and fixtures, instrumentation/controls, SCADA, telemetry, record drawings, and appurtenances as shown in the Contract Plans and Specifications. Payment of this item shall be paid as a Lump Sum price listed on the Bid Form.

1.30 STANDBY WITH DRILLING CREW (BID ITEM NO. 20)

A. The OWNER and/or CONSULTANT may order the CONTRACTOR to stop operations. The OWNER and CONSULTANT shall schedule the request, so it causes a minimum of disruption. The CONTRACTOR shall be reimbursed on a hourly basis to a maximum of 12 hours per day at rates listed in the bid. Standby time shall be approved in advance by the CONSULTANT. Driller and Superintendent must be present on site to meet the definition of “with crew”. Standby time shall not be paid for any time awaiting FDEP approvals relating to the requirements of the FDEP UIC construction permit.

1.31 OWNER’S CONTINGENCY

A. Included in this bid item is work associated with undefined conditions or conflicts developing from undefined conditions. All work will be authorized in writing by the OWNER prior to implementation and payment. The amount to be paid per undefined conditions or conflict shall be negotiated or agreed to by both parties. The OWNER reserves the right to award any, all, or none of the money associated with this bid item.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01300 – SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. The type of submittals controlled by these general requirements includes shop drawings, product data, samples and miscellaneous work-related submittals. The individual submittal requirements are specified in applicable sections for each unit of work.

1. Unless otherwise noted, each item of submittal shall be submitted to the CONSULTANT for review prior to construction or installation.

2. CONSULTANT's review is for general conformance with the design concept and Contract Documents.

B. The submittal will not be accepted for review unless it contains complete information, complies with the specifications, and has been certified by the CONTRACTOR. Submittals that are not accepted will be returned with attached notations of requirements necessary for acceptance. Resubmit after the material has been amended to comply with the comments.

C. When submitting "or equal" submittals for review, one of the CONSULTANT’s copies shall contain catalog sheets for the specified items marked, FOR COMPARISON ONLY, as well as sheets for the proposed substitutions, otherwise substitutions will not be considered.

D. Prior to prosecution of the work, the CONTRACTOR shall submit to the CONSULTANT a schedule of shop drawings which shall include a list of shop drawings he anticipates submitting and the respective date for submittal.

1.02 DEFINITIONS

A. The work-related submittals of this section, in addition to the definitions of the General Conditions and elsewhere in the Contract Documents, are defined as follows:

1. Shop drawings include custom-prepared data of all forms including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form applicable to other projects.

2. Product data includes standard printed information on materials, products and systems not custom-prepared for this project, other than the designation of selections from available choices.

3. Samples include both fabricated and unfabricated physical examples of materials, products and work, both as complete units and as smaller portions of units of work; either for limited visual inspection or (where indicated) for detailed testing and analysis.

4. Mock-ups are a special form of samples which are, because of size, usually constructed on the project site.

B. Miscellaneous submittals related directly to the work (non-administrative) include extended warranties or guarantees, maintenance agreements, project photographs and videography, survey data and reports, physical work records, statements of applicability, quality testing, calculations and certifying reports, copies of industry standards, record drawings, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work.

1.03 GENERAL SUBMITTAL REQUIREMENTS

A. Coordination and Sequencing

1. Coordinate the preparation and processing of submittals with the performance of the work and in accordance with the schedules prepared and referred to in the paragraph(s) on Schedules and Progress Reports of the General Conditions, so that work will not be delayed by submittals. Coordinate and sequence different categories of submittals for the same work, and for interfacing units of work, so that one will not be delayed for coordination with another. Do not proceed with purchasing, fabrication and delivery of work related to a submittal until submittal procedure has been successfully completed. No extension of time will be allowed because of failure to properly coordinate and sequence submittals.

B. Preparation of Submittals

1. Transmit each submittal with a CONSULTANT-accepted form. The transmittal form should use sequential transmittal numbers. Resubmittals should have the original number with an alphabetic suffix.

2. Provide permanent marking on each submittal to identify it by project; date; CONTRACTOR, subcontractor, or supplier; submittal name; pertinent Drawing sheet or detail number(s); and specification Section number. Submittals which are received directly from sources other than through the CONTRACTOR's office will be returned without review.

3. Where manufacturer's data sheets, catalog pages or drawings have several items shown or a selection of characteristics are shown in chart and graphs, clearly mark the information indicating exactly what will be supplied.

4. Apply CONTRACTOR’s stamp, signed or initialed, certifying that the review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

C. Number of Copies Required for Each Submittal: See Paragraph 1.05 D. of this section for the number of copies required for each submittal.

D. Submittal Log: The CONTRACTOR is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the OWNER and/or CONSULTANT. This log should include the following items:

1. Submittal description and number assigned
2. Date to CONSULTANT

3. Date returned to CONTRACTOR (from CONSULTANT)
4. Status of submittal (Approved/Resubmit/Rejected)
5. Date of resubmittal and return (as applicable)
6. Date material released (for fabrication)
7. Projected date of fabrication
8. Projected date of delivery to site
9. Status of O&M submittal

1.04 SPECIFIC CATEGORY REQUIREMENTS

A. General: Except as otherwise indicated in individual work sections, comply with the general requirements specified for each indicated category of submittal. Provide and process intermediate submittals (where required between initial and final) similar to initial submittals.

B. Construction Progress Schedules

1. Submit initial progress schedule in duplicate within 15 days after date of OWNER/CONTRACTOR Agreement for CONSULTANT review.

2. Revise and resubmit as required.

3. Submit revised schedules with each Application for Payment, identifying changes since previous version.

4. Submit a horizontal bar chart with separate line for each major section of the Work or operation, identifying first workday of each week.

5. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

6. Indicate estimated percentage of completion for each item of Work at each submission.

C. Shop Drawings

1. Provide newly-prepared information; show dimensions and note which are based on field measure, identify materials and products in the work shown, indicate compliance with standards, and special coordination requirements. Do not allow shop drawing copies without appropriate final review markings by the CONSULTANT to be used in connection with the work.

D. Product Data

1. Collect the required data into one submittal for each material, product or system; and mark each copy to show which choices and options are applicable to the project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements. Maintain one set of product data (for each submittal) at the project site, available for reference by the CONSULTANT or others.

2. Installer's Copy: Do not proceed with the installation of materials, products or systems until a copy of the applicable product data is in the possession of the installer.

E. Samples

1. Provide units identical to the final condition of the proposed materials or products for the work. Include "range" samples (not less than three units) where variations occur and identify each unit of each set. Provide full set of optional samples where CONSULTANT's selection is required. Prepare samples to match CONSULTANT's sample where so indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations, and compliance with standards.

2. Samples as submitted for review and confirmation of color, pattern, texture and "kind" by the CONSULTANT, who will not "test" them (except as otherwise indicated) for other requirements, which are therefore the exclusive responsibility of the CONTRACTOR.

   a. Submittal: At his option, the CONTRACTOR may provide a preliminary submittal of a single set of samples for the CONSULTANT's review and "Action". Otherwise, the initial submittal is the final submittal unless it is returned with "Action" which requires an additional submittal.

      1) Submit three sets of samples in the final submittal; two sets will be returned.

      2) Quality Control Set: Maintain one of the returned final sets of samples at the project site, in suitable condition and available for quality control comparisons by the CONSULTANT and by others.

   b. Reusable Samples: Samples which are intended or permitted to be returned and actually incorporated in the work are so indicated in the individual work sections, but must be in undamaged condition at the time of use.

F. Inspection and Test Reports

1. Submittal is classified either as "shop drawings" or "product data", depending upon whether the report is uniquely prepared for the project or a standard publication of regular product or workmanship control testing at the point of production (respectively).

G. Guarantees, Operating and Maintenance Instructions

1. Refer to individual sections for specific general requirements on the submittal of warranties, guarantees, product/workmanship bonds, and maintenance agreements which are uniquely prepared and executed for the project. Furnish two executed copies, except furnish five additional (conformed) copies where required, for maintenance manual.

2. The CONTRACTOR shall furnish to the OWNER five sets of brochures containing spare parts data and operating and maintenance instructions on all major equipment

furnished for the project, and copies of all manufacturer's guarantees and warranties. This material shall be furnished before the completion of the project and before final payment is made to the CONTRACTOR.

H. Trench Safety Act Compliance Certification: The CONTRACTOR shall complete the Trench Safety Act Certification and submit it in triplicate with appropriate signature and corporate seal.

1.05 CONSULTANT'S ACTION

A. The CONSULTANT will review each required submittal and return it with the action required marked on it.

B. The mark will be a self-explanatory action stamp, marked and executed to indicate whether required submittal is accepted, returned for resubmittal, or rejected.

C. Where marked RESUBMIT, do not proceed with work covered by submittal (purchasing, fabrication, delivery or other activity); revise submittal or prepare a new submittal and resubmit without delay, in accordance with CONSULTANT's notations stating reasons for returning submittal; repeat if necessary to obtain a different action marking.

D. Submit the number of prints of shop drawings or copies of manufacturer's product data required by the CONTRACTOR plus three (3) copies; two (2) copies will be retained by the CONSULTANT, one (1) will be sent to the OWNER and the remainder will be returned, one of which is to be marked up and maintained by the CONTRACTOR as "Record Document". A maximum of seven (7) copies will be reviewed for each submittal unless specifically requested by the CONTRACTOR.

1.06 CLOSEOUT SUBMITTALS

A. Refer to Section 01700 for specific general requirements on the submittal of closeout information, materials, tools, and similar items.

1. Record Document Copies: Furnish one set of electronic drawings, one set of reproducible drawings and two sets of plain paper drawings unless noted otherwise in the individual sections of these specifications.
2. Maintenance/Operating Manuals: Furnish five bound copies unless noted otherwise in the individual sections of these specifications. Provide one electronic copy of entire approved O&M upon acceptance of the document. Document (including all back-up) will be scanned and copied to CD for submission to the OWNER.
3. Materials and Tools: Refer to individual work sections for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys and similar physical units to be submitted.

1.07 OPERATIONS AND MAINTENANCE MANUAL

A. The CONTRACTOR shall submit complete technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner. The information from each manufacturer shall be gathered and submitted in the form of a single Technical Manual (multiple volumes if required). It shall be written so that it can be used and understood by the OWNER's operation and maintenance

staff. Information, as it pertains to preventative maintenance, shall be submitted with the shop drawings.

B. The Technical Manuals submitted by the CONTRACTOR for inclusion in the O&M manual shall be prepared in accordance with applicable specifications.

1.08 SPARE PARTS LIST

A. The CONTRACTOR shall furnish as a part of Shop Drawing submittals to the CONSULTANT 5 identical sets of spare parts and special tools information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part and special tool. The spare parts and special tools list shall be limited to those spare parts and spare tools which each manufacturer recommends be maintained by the OWNER in inventory at the plant site. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts and special tools to facilitate the OWNER in ordering. The CONTRACTOR shall cross-reference all spare parts and spare tools lists to the equipment numbers designated in the Contract Documents. The spare parts and spare tools list shall be bound in a standard size, 3-ring, loose-leaf, vinyl plastic hard cover binder suitable for bookshelf storage. Binder ring size shall not exceed 2.5 inches.

B. The CONTRACTOR shall furnish to the OWNER all spare parts and spare tools stated on the spare parts and spare tools list and which each manufacturer recommends be maintained by the OWNER in inventory at the plant site. The spare parts and spare tools for all mechanical, electrical and instrumentation equipment shall be furnished by the CONTRACTOR to the OWNER at no additional cost and prior to the OWNER's acceptance of the work.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01310 – PROGRESS SCHEDULES

PART 1 - GENERAL

1.01 SUBMITTALS

A. Submit with Each Progress Schedule Submission:

1. CONTRACTOR's certification that progress schedule submission is the actual schedule being utilized for execution of the Work and certification by all Subcontractors with 10 percent or more of Work that they concur with CONTRACTOR's progress schedule submission.

B. Preliminary Progress Schedule: Submit no later than preconstruction conference.

C. Progress Schedule: Submit adjusted schedule or confirm validity of current schedule with each monthly Application for Payment, and at such other times as necessary to reflect: (i) progress of Work to within 5 working days prior to submission; (ii) changes in Work scope and activities modified since submission; (iii) delays in Submittals or resubmittals, deliveries, or Work; (iv) adjusted or modified sequences of Work; (v) other identifiable changes; and (vi) revised projections of progress and completion.

D. Narrative Progress Report: Submit with each monthly submission of progress schedule.

E. Precedent to final payment, provide four copies of any Critical Path Method (CPM) type schedule utilized with certification that said schedule represents correctly the way the Work was performed.

F. Progress quantity chart(s).

1.02 PROGRESS OF THE WORK

A. If CONTRACTOR fails to complete activity by its latest scheduled completion date and his failure may extend Contract Times (or Milestones), CONTRACTOR shall, within 7 days of such failure, submit a written statement as to how CONTRACTOR intends to correct nonperformance and return to the acceptable current progress schedule. Actions by CONTRACTOR to complete Work within Contract Times (or Milestones) will not be justification for adjustment to Contract Price or Contract Times.

B. OWNER may order CONTRACTOR to increase plant, equipment, labor force or working hours if CONTRACTOR fails to: (i) complete a critical scheduled activity by its latest Milestone completion date, or (ii) satisfactorily execute Work as necessary to prevent delay to the overall completion of the Project.

1.03 PRELIMINARY PROGRESS SCHEDULE

A. As a minimum, submit two bar charts or preliminary network analysis diagrams as follows:

1. 90-Day Plan: Show major initial activities including, but not limited to, mobilization, permits, submittals for early product procurement and long lead time items, initial site work, and other activities anticipated in the first 90-day period of the Contract Time.

2. Project Overview Plan: Show major components of the Work and the sequence relations between major components and subdivisions of major components. The chart shall indicate the relationship and time frames in which the various facilities will be made substantially complete and placed into service in accordance with the Project Milestones. Sufficient detail shall be included for the identification of subdivisions of major components into such activities as:

    a. Mobilization and setup.
    b. Well drilling.
    c. Well completion.
    d. Completion of all structural concrete.
    e. Major mechanical Work (including yard piping).
    f. Major electrical Work.
    g. Instrumentation and control Work.
    h. Other important work for each major facility within the overall Work scope.

B. Planned durations and start dates shall be indicated for each Work item subdivision. Each major component and subdivision component shall be accurately plotted on time scale sheets not to exceed 11 inches by 17 inches in size. Not more than four sheets shall be employed to represent this overview information.

C. The preliminary progress schedule, when accepted by the CONSULTANT, will be the initially acceptable schedule.

1.04 PROGRESS SCHEDULE

A. General:

1. Schedule(s) shall reflect Work logic sequences, restraints, delivery windows, review times, Contract Times, and Milestones set forth in the Agreement and Section 01040, SITE CONDITIONS, and shall begin with the date of Notice to Proceed and conclude with the date of Final Completion.

2. The schedule requirement herein is the minimum required. CONTRACTOR may prepare a more sophisticated schedule if such will aid CONTRACTOR in execution and timely completion of Work.

3. Base schedule on a 7-day Work week.

4. Adjust or confirm schedules on a monthly basis.

5. Float time is a Project resource available to both parties to meet contract Milestones and Contract Times

6. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times are prohibited, and use

of float time disclosed or implied by use of alternate float-suppression techniques shall be shared to proportionate benefit of OWNER and CONTRACTOR.

7. Pursuant to above float-sharing requirement, no time extensions will be granted nor delay damages paid until a delay occurs which (i) impacts Project's critical path, (ii) consumes available float or contingency time, and (iii) extends Work beyond contract completion date.

8. If CONTRACTOR provides an accepted schedule with an early completion date, OWNER reserves the right to reduce Contract Times to match the early completion date by issuing a deductive Change Order at no change in Contract Price.

1.05 CLAIMS FOR ADJUSTMENT OF CONTRACT TIMES

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the CONTRACTOR to the CONSULTANT and the OWNER.

B. Where CONSULTANT has not yet rendered formal decision on CONTRACTOR's claim for adjustment of Contract Times, and parties are unable to agree as to amount of adjustment to be reflected in progress schedule, CONTRACTOR shall reflect that amount of time adjustment in progress schedule as CONSULTANT may accept as appropriate for the interim. It is understood and agreed that such interim acceptance by CONSULTANT will not be binding and will be made only for purpose of continuing to schedule Work, until such time as formal decision as to an adjustment, if any, of the Contract Times acceptable to the CONSULTANT has been rendered. CONTRACTOR shall revise progress schedule prepared thereafter in accordance with CONSULTANT's formal decision.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01360 – PRE-CONSTRUCTION AUDIO-VIDEO DOCUMENTATION

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines CONTRACTOR's responsibilities, unless otherwise rated, for the following:

1. Audio-Video Documentation.
2. Equipment.
3. Submittals.
4. Technique.
5. Quality Assurance.

1.02 QUALITY ASSURANCE

A. Documentation shall be performed by a responsible commercial firm known to be skilled and regularly engaged in the preparation of pre-construction color audio-video documentation. **Any Preconstruction video produced by the CONTRACTOR will be immediately rejected.** All preconstruction videos are to be completed by a firm with extensive amount of previous experience in producing preconstruction documentation.

B. Completed documentation shall reproduce bright, sharp pictures with accurate colors and shall be free from distortion, tearing, rolling, or any other significant picture imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume, clarity, and be free of distortion.

C. Construction shall not proceed until the OWNER and CONSULTANT have reviewed the documentation and notified the CONTRACTOR of its acceptability.

1.03 MEASUREMENT AND PAYMENT

A. No separate payment item is provided for this work. The cost of performing this work shall be incorporated into the bid items or lump sum amount identified on the bid form.

PART 2 - PRODUCTS

2.01 RECORDING EQUIPMENT

A. Utilize color video camera having:

1. Horizontal Resolution of 350 lines at center.
2. 8:1 Zoom, minimum.

B. Utilize digital format recorder having:

1. Minimum horizontal resolution of 540 lines, 60 fields.

2.02 RECORDING MEDIA

A. Utilize new, Digital Video Disc (DVD) having:

1. DVD shall be DVD-R. DVD-RAM shall not be accepted.
2. 4¾ inch diameter discs.
3. High resolution.
4. 4.7 gigabyte storage per layer with two (2) layers, minimum.

PART 3 - EXECUTION

3.01 COVERAGE

A. Record coverage of all surface features located in the construction's zone of influence (including the proposed storage area(s)) including, but not limited to:

1. Roadways, driveways, sidewalks, fences, gates
2. Treatment facilities, buildings, surrounding structures, sanitary facilities.
3. Drainage structures, above grade utilities, surface features, drainage swales, canals.
4. Landscaping, trees, shrubbery, fences, irrigation heads, meters.

B. Record the individual features of each item with particular attention being focused upon the existence of any faults, fractures, or defects.

C. Control pan rate, rate of travel, camera height and zoom rate to maintain a steady clear view at all times.

D. Limit recorded coverage to one (1) side of any street at any one time.

E. Create a single, continuous, unedited recording that begins and ends within each portion of a particular construction area. The recording shall proceed in the direction of ascending baseline stationing.

3.02 AUDIO CONTENT

A. Simultaneously record audio content during videotaping.

B. Audio recording shall assist in viewer orientation and in any needed identification, clarification, or description of features being recorded.

C. Audio recording will only consist of camera operator commentary.

3.03 INDEXING

A. Permanently label each DVD with a sequential DVD number and the project name.

B. Index each DVD with a digital record of the time and date of the recording that is continuously displayed as the DVD is played.

C. Prepare a written log which describes the contents of each DVD including:

1. Structure/location names.

2. Coverage begin/end, station and location.
3. Recording date.

3.04 CONDITIONS

A. Record coverage during dry, clear weather and during daylight hours only.

B. Record coverage when the area to be covered is free of debris or obstructions.

C. Record coverage no more than fifteen (15) days prior to the start of construction.

END OF SECTION

SECTION 01400 – GENERAL QUALITY CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

A. Definitions: Specific quality control requirements for the work are indicated throughout the contract documents and are not repeated herein. The requirements for this section are primarily to performances of the work beyond furnishing of manufactured products. The term "Quality Control" includes, but is not necessarily limited to, inspection and testing and associated requirements. This section does not specify or modify CONSULTANT's duties relating to quality control and Contract enforcement.

1.2 RESPONSIBILITY FOR INSPECTIONS AND TESTS

A. Unless otherwise noted, all testing and inspections required by these specifications shall be performed by a properly certified entity. All costs associated with the testing and inspections shall be the CONTRACTORs responsibility. The CONTRACTOR shall also be responsible for all tests or inspections required by any entity having jurisdictional control over the work.

B. The costs for those required services by independent testing laboratories are recognized to be included in the contract sum.

C. No failure of test agencies, whether engaged by OWNER or CONTRACTOR, to perform adequate inspections or tests or to properly analyze or report results, shall relieve the CONTRACTOR of responsibility for fulfillment of the requirements of the contract documents.

1.3 QUALITY ASSURANCE

A. General Workmanship Standards: Except as more definitively specified, the CONTRACTOR shall comply with recognized workmanship quality standards within the industry as applicable to each unit of work, including ANSI standards where applicable. It is a requirement that each category of tradesperson or installer performing the work be prequalified, to the extent of being familiar with applicable and recognized quality standards for that category of work, and of being capable of workmanship complying with those standards.

1.4 PRODUCT DELIVERY-STORAGE-HANDLING

A. General: Handle, store and protect materials and products, including fabricated components, by methods and means which will prevent damages, deterioration and losses including theft (and resulting delays), thereby insuring highest quality results as the performance of the work progresses. Control delivery schedules so as to minimize unnecessary long-term storage at the project site prior to installation. CONTRACTOR shall provide covered, inside storage for all new equipment on the site which is not intended for outside installation. Electrical, hydraulic and pneumatic connections on all equipment shall be protected from the elements. CONTRACTOR shall store all material

on the project site unless specifically authorized otherwise by the OWNER.

1.5 WATER TIGHTNESS: All tanks, containment pads and other equipment containing liquids that are not subject to specific leakage testing, as may be specified elsewhere, shall be free of all leakage when filled to the maximum pressure or static head that could be applied. The duration of all leakage testing shall be 24 hours. Any damp areas resulting from the tests shall be considered leaks and shall be repaired.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PREPARATION FOR INSTALLATION

A. Installer's Inspection of Conditions: The CONTRACTOR shall require the fabricator and installer of each major unit of work to inspect substrate to receive the work, and conditions under which the work will be performed, and to report (in writing to the CONTRACTOR and the CONSULTANT) unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the fabricator and installer.

3.2 INSTALLATION QUALITY CONTROL

A. Manufacturer's Instructions: Where installations include manufactured products, comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in the contract documents.

B. The CONTRACTOR shall inspect each item of materials or equipment immediately prior to installation, and reject damaged and defective items. Provide attachment and connection devices and methods for securing work as it is installed; true to line and level, and within recognized industry tolerances if not otherwise indicated.

C. The CONTRACTOR shall recheck measurements and dimensions of the work, as an integral step of starting each installation.

D. Install work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion which will ensure best possible results for each unit of work, in coordination with entire work. Isolate each unit of work from noncompatible work, as required to prevent deterioration.

E. Mounting Heights: Except as otherwise noted, mount individual units of work at industry-recognized standard mounting heights, for applications indicated. Refer questionable mounting height choices to the CONSULTANT for final decision.

F. Adjust, clean, lubricate, restore marred finishes, and protect newly installed work, to ensure that it will remain without damage or deterioration during the remainder of the construction period.

END OF SECTION

SECTION 01720 – RECORD DOCUMENTS

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:

1. On-site maintenance of Record Documents.
2. Required record information.

1.02 MAINTENANCE

A. Maintain on site, one (1) set of the following Record Documents and permits; record actual revisions to the Work:

1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Shop Drawings, product data, and samples.
6. City of Port St. Lucie Building Permits.
7. Other Permits as necessary.

B. Store Record Documents separate from documents used for construction.

C. Record information concurrent with construction progress.

D. In the interest of timely detection of non-conforming Work, all Record Drawing information for the partially completed work must be furnished to the CONSULTANT prior to submitting for periodic progress payments on the partially completed Work.

E. Under no circumstances will pavement restoration Work be allowed to start until the CONSULTANT has reviewed the Record Drawing information for Work constructed within the area that pavement will be restored.

F. All Record Drawing information must be obtained by a Professional Land Surveyor, who is licensed in the State of Florida. Information must be signed and sealed.

G. Record Documents must be available to CONSULTANT for examination at any time during the progress of the Work.

H. Submit completed Record Documents upon completion of the Work, at each partial pay request, and prior to application for final payment.

I. The Surveyor to be utilized shall have successfully completed three (3) Record Drawing projects within the last two (2) years within the City of Port St. Lucie Utility Systems

Department (PSLUSD) Service area (i.e. has completed three sets of Record Drawings that have been reviewed by PSLUSD Staff and is familiar with the requirements of PSLUSD.)

1.03 REQUIRED RECORD DRAWING INFORMATION

A. General

1. Label drawings “Record Drawings” with date.
2. Complete title block with current file name.
3. Location sketch.
4. Two (1) signed and sealed sets of Record Drawings.
5. Two (2) digital copies of Record Drawings in AutoCAD 2017 format or later and one (1) copy, in PDF format, on CD.
6. Additional copies as required for permitting closeout as requested by the CONSULTANT.
7. All plan sheets issued in the construction set shall be included in the record drawings set.
8. Record drawings will be modified to show accurate location of installed infrastructure.

B. Pipe

1. As-built entire facility from existing tie–in to existing tie-in as determined by the OWNER. Extensions of an imaginary line will not be acceptable as reference points.
2. Stationing or Northing/Easting of each valve, fitting, air release valve, service line, well head, etc. and radial dimensions from a nearby permanent object where possible.
3. Type of materials installed - pipe and appurtenances. Indicate all locations of change of material including joint type (M.J., slip, restrained).
4. Valve type (plug, butterfly, gate, air release, etc.) and size.
5. As-built elevations at tie-in locations and any major changes in direction and/or elevation. Elevations shown at these intervals and changes must show top of pipe elevation and finished grade elevation at that location.
6. As-built elevations and latitude/longitude of well head and dimensions to major components.

C. Well Head

1. Include Northing/Easting of the well head, top of pipe elevation of the pipe, corners of the concrete slab, and slab elevation.

D. Electrical

1. Include location of electrical and instrument panels, rocks, pull boxes, transformers, equipment panels, grounding grid, grounding test wells, and conduit.

E. Site

1. Include well slab corners, elevations at driveway design elevation points, junction with other pavement locations and roadways, swales (top of berm, toe of slope), modified site grading (10'x10' grid), and slab elevations

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 SURVEYOR RESPONSIBILITIES

A. Signed and sealed prints are to be submitted for each pay requisition and appropriate stages of construction as designated by the CONSULTANT.

B. Mark information on the Drawing in a manner that indicates which elevations and dimensions have been checked. This is to be done by crossing through the design elevation or dimension and placing the Record information next to it. If an elevation or dimension has not changed, the same procedure should be followed to confirm that it has been checked. Add new information in a manner to indicate that it is Record information and not design information.

C. Information drawn to scale shall be re-drawn to reflect the installed dimension and location. Changes in information not drawn to scale shall be corrected by crossing through the design elevation/dimension and placing the Record information next to it as explained above.

D. Design and Record information shall be recorded on separate layers.

E. Each Record Drawing sheet must include the surveyor's name, company, address, and registration number.

F. Prior to the conclusion of the Project, CONTRACTOR shall submit the required number of signed and sealed copies of the Record Drawings to the CONSULTANT for the purpose of closing all of the outstanding permits.

G. At the conclusion of the Project, submit digital copies of the Record Drawings in AutoCAD 2020 format or later. In addition, the CONTRACTOR shall provide the required number of hard copies to the CONSULTANT to assist in the closing out of all necessary permits.

END OF SECTION

SECTION 01730 – OPERATION & MAINTENANCE MANUALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Detailed information for the preparation, submission, and CONSULTANT's review of Operation and Maintenance (O&M) Data, as required by individual specification sections. The O&M information shall be prepared specifically for this project, and shall include all sections and organization as specified herein.

B. The CONTRACTOR shall include all items installed as part of this project (wellhead, pump, motor, appurtenances, piping, fittings, valves, electrical components, etc.) within the same O&M Manual.

1.02 DEFINITIONS

A. Preliminary Data: Initial and subsequent submissions for CONSULTANT's review.

B. Final Data: CONSULTANT-accepted data, submitted as specified herein.

C. Maintenance Operation: As used on Maintenance Summary Form is defined to mean any routine operation required to ensure satisfactory performance and longevity of equipment. Examples of typical maintenance operations are lubrication, belt tensioning, adjustment of pump packing glands, and routine adjustments.

1.03 SEQUENCING AND SCHEDULING

A. Equipment and System Data.

1. Preliminary Data:

a. Do not submit until Shop Drawing for equipment or system has been reviewed and approved by CONSULTANT and OWNER.
b. Submit prior to shipment date.

2. Materials and Finished Data

a. Preliminary Data: Submit at least 15 days prior to request for start-up.
b. Final Data: Submit within 10 days after final inspection.

1.04 DATA FORMAT

A. Prepare preliminary data in the form of an instructional manual. Prepare final data in data compilation format in electronic media with bookmarks for each section.

B. Instructional Manual Format:

1. Cover: Identify manual with typed or printed title "OPERATION AND MAINTENANCE MANUAL" and list:

a. Project title.
b. Designate Applicable system, equipment, material, or finish.
c. Identity of separate structure as applicable.
d. Identity of general subject matter covered in the manual.

2. Title Page

a. CONTRACTOR name, address, and telephone number.
b. Subcontractor, supplier, installer, or maintenance CONTRACTOR's name address, and telephone number, as appropriate.

i. Identify area of responsibility of each.
ii. Provide name and telephone number of local source of supply for parts and replacement.

3. Table of Contents:

a. Neatly typewritten and arranged in systematic order with consecutive page numbers.
b. Identify each product by product name and other identifying numbers or symbols set forth in the Contract Documents.

4. Text: manufacturer's printed data, or neatly typewritten.

5. Material shall be suitable for reproduction, with quality equal to original.

C. Data Compilation Format:

1. Compile all CONSULTANT-accepted preliminary O&M data. Draft and Final O&M Manuals shall be submitted as complete documents incorporating all preliminary O&M data. Piecemeal submissions of O&M Manuals will not be accepted.

2. Each set shall consist of the following:

a. Cover: Identify each volume with typed or printed title "OPERATION AND MAINTENANCE MANUAL, VOLUME NO. _____OF _____", and list:

i. Project title
ii. CONTRACTOR's name, address, and telephone number.
iii. If entire volume covers equipment or system provided by one supplier include the following:

a) Identity of general subject matter covered in the manual.
b) Identity of equipment number and specification section.

b. Provide each volume with title page and typed table of contents with consecutive page numbers.

c. Table of contents neatly typewritten, arranged in systematic order:

i. Include list of each product, indexed to content of each volume.
ii. Designate system or equipment for which it is intended.
iii. Identify each product by product name and other identifying numbers or symbols set forth in the Contract Documents.

d. Section Dividers:

i. Fly-leaf:

a) For each separate product, or each piece of operating equipment, with typed description of product and major component parts of equipment.
b) List with each product:

1) Name address, and telephone of subcontractor, suppliers, installer and maintenance CONTRACTOR as applicable.
2) Identity area of responsibility of each.
3) Provide local source of supply for parts and replacement.

iii. Identity of separate structure as applicable.

D. Electronic Media Format:

1. Portable Document Format (PDF):

a. After all preliminary data has been found to be acceptable to the CONSULTANT, submit O&M data in PDF format on CD.
b. Files to be exact duplicates of CONSULTANT-accepted preliminary data. Arrange by specification number and name.
c. Files to be fully functional and viewable in the most recent version of Adobe Acrobat.
d. The table of contents shall include hot links to the individual sections.

1.05 SUBMITTALS

A. Informational

1. Data outline: submit a detailed outline if the proposed organization and content of the Final Manuals prior to preparation of the preliminary manuals.

2. Preliminary Data:

a. Submit accordance with the CONSULTANT’s comments.

3. Final Data: Submit in format specified herein.

1.06 DATA FOR EQUIPMENT AND SYSTEMS

A. Content for each unit (or common Units) and system:

1. Product Data:

    a. Include only those sheets that are pertinent to specific product.

    b. Clearly annotate each sheet to:

        i. Identify specific product or part installed.
        ii. Identify data applicable to installation.
        iii. Delete references to inapplicable information.

    c. Function, normal operating characteristics, and limiting conditions.
    d. Performance curves, engineering data, nameplate data, and tests.
    e. Complete nomenclature and commercial number of replaceable parts.
    f. Original manufacturer's part list, illustrations, detailed assembly drawings showing each part with part numbers and sequentially numbered part list, and diagrams required for maintenance.
    g. Spare parts ordering instructions.
    h. Where applicable, identify installed spares and other provisions for future work (e.g. reserved panel space, unused components, wiring, and terminals).

2. As-installed, color coded piping diagrams.
3. Charts of valve tag numbers, with the location and function of each valve.
4. Drawings: Supplement product data with Drawings as necessary to clearly illustrate:

    a. Relations of component parts of equipment and systems.
    b. Control and flow diagrams.
    c. Coordinate drawings with Project record documents to assure correct illustration of completed installation.

5. Instructions and procedures: Within text, as required to supplement product data.

    a. Format:

        i. Organize in consistent format under separate heading for each different procedure.
        ii. Provide logical sequence of instructions for each procedure.
        iii. Provide information sheet for OWNER's personnel, including:

            a) Proper procedures in the event of failure.
            b) Instances that might affect validity of guarantee or bond.

    b. Installation instructions: Including alignment, adjusting, calibrating, and checking.

    c. Operating procedures:

        i. Startup, break-in, routine, and normal operating instructions.
        ii. Test procedures and results of factory tests where required.
        iii. Regulation, control, stopping, and emergency instructions.
        iv. Description of operating sequence by control manufacturer.
        v. Shutdown instructions for both short and extended duration.

vi. Summer and winter operating instructions, as applicable.
vii. Safety precautions.
viii. Special operating instructions.

d. Maintenance and Overhaul procedures:

i. Routine maintenance.
ii. Guide to troubleshooting.
iii. Disassembly, removal, repair, reinstallation, and reassembly.

6. Start-up information and test reports.
7. Guarantee, bond, and service agreement: in accordance with **Section 01780** – Contract Closeout.

B. Content for each electronic item or system:

1. Description of unit and component parts:

a. Function, normal operating characteristics, and limiting conditions.
b. Performance curves, engineering data, nameplate data, and tests.
c. Complete nomenclature and commercial number of replaceable parts.
d. Interconnection wiring diagrams, including control and lighting systems.

2. Circuit directories of panelboard:

a. Electrical service.
b. Controls.
c. Communication.

3. List of electrical relay settings, and control and alarm contact settings.
4. Electrical interconnection wiring diagram, including control and lighting systems.
5. As-installed control diagrams by control manufacturer.
6. Operating procedures:

a. Routine and normal operating instructions.
b. Sequences required.
c. Safety precautions.
d. Special operating instructions.

7. Maintenance procedures:

a. Routine maintenance.
b. Guide to troubleshooting.
c. Adjustment and checking.
d. List of relay settings, control, and alarm contact settings.

8. Manufacturer's printed operating and maintenance instructions
9. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
10. Start-up information and test reports.

C. Maintenance summary

1. Compile individual maintenance summary for each applicable equipment item, respective unit or system, and for components of subunits.
2. Include detailed lubrication instructions and diagrams showing points to be greased or oiled; recommended type, grade, and temperature range of lubricants and frequency of lubrication.
3. Recommended spare parts:

    a. Data to be consistent with manufacturer's bill of materials / parts list furnished in the O&M Manuals.
    b. "Unit" is the unit of measure for ordering the part.
    c. "Quantity" is the number of units recommended.
    d. "Unit Cost" is the current purchase price.

1.07 DATA FOR MATERIALS AND FINISHES

A. Content for architectural products, applied materials and finishes:

1. Manufacturer's data, giving full information on products:

    a. Catalog number, size, and composition.
    b. Color and texture designations.
    c. Information required for reordering special manufactured products

2. Instructions for care and maintenance

    a. Manufacturer's recommendation for types of cleaning agents and methods.
    b. Cautions against cleaning agents and methods that are detrimental to product.
    c. Recommended schedule for cleaning and maintenance.

B. Content for moisture protection and weather exposed products.

1. Manufacturer's data, giving full information on products:

    a. Applicable standards.
    b. Chemical composition.
    c. Details of installation.

2. Instructions for inspection, maintenance and repair.

1.08 ADDITIONAL ITEMS FOR THE O&M MANUAL

A. Record drawings provided by the CONTRACTOR.
B. Hydrogeologic report provided by the OWNER.

1.09 SUPPLEMENTS

A. The supplement listed below, following "END OF SECTION," are part of this specification.

1. Form: Maintenance Summary Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOTUSED)

END OF SECTION

MAINTENANCE SUMMARY FORM

PROJECT: _____CONTRACT NO.:_____

1. EQUIPMENT ITEM_____

2. MANUFACTURER _____

3. EQUIPMENT/TAG NUMBER_____

4. WEIGHT OF INDIVIDUAL COMPONENTS (OVER 100 POUNDS)_____

5. NAMEPLATE DATA (hp, voltage, speed, etc.)_____

6. MANUFACTURER'S LOCAL REPRESENTATIVE_____

   a. Name_____Telephone No._____

   b. Address_____

7. MAINTENANCE REQUIREMENTS

Maintenance Operation Comments	Frequency	Lubricant (If Applicable)
List briefly each maintenance operation required and refer to specific information in manufacturer's standard maintenance manual, if applicable. (Reference to manufacturer's catalog or sales literature is not acceptable.	List required frequency of each maintenance operation.	Refer by symbol to lubricant required.

8. LUBRICANT LIST

Reference Symbol	Shell	Exxon Mobil	Chevron Texaco	BP Amoco	Or Equal
List Symbols used in No. 7 above	List equivalent lubricants as distributed by each manufacturer for the specific use recommended.				

9. RECOMMENDED SPARE PARTS FOR OWNER'S INVENTORY

Part No.	Description	Unit	Quantity	Unit Cost
Note: Identify parts provided by this Contract with two (2) asterisks.				

SECTION 01810 – EQUIPMENT TESTING AND FACILITY STARTUP

PART 1- GENERAL

1.01 DEFINITIONS

A. Facility: Entire project, or an agreed-upon portion of the project, including all of its unit processes.

B. Functional Test: Test or tests in presence of the CONSULTANT and the OWNER to demonstrate that installed equipment meets manufacturer's installation, calibration, and adjustment requirements and other requirements as specified.

C. Performance Test: Test or tests performed after any required functional tests and in the presence of the CONSULTANT and the OWNER to demonstrate and confirm individual equipment meets performance requirements specified in the individual specification sections.

D. Unit Process: as used in this section, a unit process is a portion of the facility that performs a specific process function, such as pumping or treatment.

E. Facility Performance Demonstration:

1. A demonstration, conducted by the CONTRACTOR, with assistance of the OWNER, to demonstrate and document the performance of the entire operating facility, both manually automatically, if required, based on criteria developed in conjunction with the OWNER and as accepted by the CONSULTANT.
2. Such a demonstration is for the purposes of (i) verifying to the OWNER the entire facility performs as a whole, and (ii) documenting performance characteristics of complete facility for OWNER's records. Neither the demonstration nor the evaluation is intended in any way to make performance of a unit process or entire facility the responsibility of the CONTRACTOR, unless such performance is otherwise specified.

1.02 SUBMITTALS

A. Information Submittals:

1. Facility startup and performance demonstration plan.
2. Functional and performance test results.
3. Completed unit process startup form for each unit process.
4. Completed facility performance demonstration/certification form.

1.03 FACILITY STARTUP AND PERFORMANCE DEMONSTRATION PLAN

A. Develop a written plan, in conjunction with the OWNER's operating personnel, to include the following:

1. Step-by-step instructions for startup of each unit process and the complete facility.

2. Unit Process Startup Form (sample attached), to minimally include the following:

    a. Description of the unit process, including equipment numbers/nomenclature of each item of equipment and all included devices.
    b. Detailed procedure for startup of the unit process, including valves to be opened/closed, order of equipment startup, etc.
    c. Startup requirements for each unit process, including water, power, chemicals, etc.
    d. Space for evaluation comments.

3. Facility Performance Demonstration/Certification Form (sample attached), to minimally include the following:

    a. Description of unit processes included in the facility startup.
    b. Sequence of unit process startup to achieve facility startup.
    c. Description of computerized operations, if any, included in the facility.
    d. CONTRACTOR certification that the facility is capable of performing its intended function(s), including fully automatic operations.
    e. Signature spaces for the CONTRACTOR and the CONSULTANT.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

A. Facility Startup Meetings: Schedule, in accordance with the requirements of **Section 01039** - Coordination and Meetings, to discuss test schedules, test methods, materials, chemicals and liquids required, facilities operations interface, and OWNER involvement.

B. CONTRACTOR's Testing and Startup Representative:

    1. Designate and furnish one or more personnel to coordinate and expedite testing and facility startup.
    2. Representative(s) shall be present during startup meetings and shall be available at all times during testing and startup.

C. Provide temporary valves, gauges, piping, test equipment and other materials and equipment required for testing and startup.

D. Provide adequate subcontract and equipment manufacturer's staff to prevent delays. Schedule ongoing work so as not to interfere with or delay testing and startup.

E. OWNER will:

    1. Provide water, power, chemicals, and other items as required for startup, unless otherwise indicated
    2. Operate process units and facility with support of CONTRACTOR.
    3. Provide labor and materials as required for laboratory analyses.

3.02 EQUIPMENT TESTING

A. Preparation:

1. Complete installation before testing.
2. Furnish qualified manufacturer's representatives, when required by individual specification sections.
3. Obtain and submit from equipment manufacturer's representative Manufacturer's Certification of Proper Installation Form.

4. Equipment Test Report Form: Provide written test report for each item of equipment to be tested, to include the minimum information:

    a. OWNER/Project name
    b. Equipment or item tested.
    c. Date and time of test.
    d. Type of test performed (functional or performance)
    e. Test method.
    f. Test conditions.
    g. Test results.
    h. Signature spaces for CONTRACTOR and CONSULTANT as witness.

5. Cleaning and Checking: Prior to beginning functional testing:

    a. Calibrate testing equipment in accordance with manufacturer's instructions.
    b. Inspect and clean equipment, devices, connected piping, and structures to ensure they are free of foreign material.
    c. Lubricate equipment in accordance with manufacturer's instructions.
    d. Turn rotating equipment by hand when possible to confirm that equipment is not bound.
    e. Open and close valves by hand and operate other devices to check for binding, interference, or improper functioning.
    f. Check power supply to electric-powered equipment for correct voltage.
    g. Adjust clearances and torque.
    h. Test piping for leaks.

6. Ready-to-test determination will be by CONSULTANT based at least on the following:

    a. Acceptable Operation and Maintenance Data.
    b. Notification by CONTRACTOR of equipment readiness for testing.
    c. Receipt of Manufacturer's Certificate or Proper Installation.
    d. Adequate completion of work adjacent to, or interfacing with, equipment to be tested, including items to be furnished by the OWNER, if any.
    e. Availability and acceptability of manufacturer's representative, when specified, to assist in testing of respective equipment.
    f. Satisfactory fulfillment of other specified manufacturer's responsibilities.

    g. Equipment and electrical tagging complete.
    h. Delivery of all spare parts and special tools.

B. Functional Testing:

1. Conduct as specified in individual Specification sections.
2. Notify OWNER and CONSULTANT in writing at least 10 days prior to scheduled date of testing.
3. Prepare Equipment Test Report summarizing test method and results.
4. When, in CONSULTANT's opinion, equipment meets functional requirements specified, such equipment will be accepted for purposes of advancing to performance testing phase, if so required by individual Specification sections. Such acceptance will be evidenced by CONSULTANT/OWNER's signature as witness on Equipment Test Report.

C. Performance Testing:

1. Conduct as specified in individual Specification sections.
2. Notify CONSULTANT and OWNER in writing at least 10 days prior to scheduled test date.
3. Performance testing shall not commence until equipment has been accepted by CONSULTANT as having satisfied functional test requirements specified.
4. Type of fluid, gas, or solid for testing shall be as specified.
5. Unless otherwise indicated, furnish labor, materials, and supplies for conducting the test and taking samples and performance measurements.
6. Prepare Equipment Test Report summarizing test method and results.
7. When, in CONSULTANT's opinion, equipment meets performance requirements specified, such equipment will be accepted as to conforming to Contract requirements. Such acceptance will be evidenced by CONSULTANT's signature on Equipment Test Report.

3.03 STARTUP OF UNIT PROCESSES

A. Prior to unit process startup, equipment within unit processes shall be accepted by CONSULTANT as having met functional and performance testing requirements specified.

B. Startup sequencing of unit processes shall be as chosen by the CONTRACTOR to meet schedule requirements.

C. Make adjustments, repairs, and corrections necessary to complete unit process startup.

D. Startup shall be considered complete when, in the opinion of the CONSULTANT, the unit process has operated in the manner intended for five continuous days without significant interruption. This period is in addition to functional or performance test periods specified elsewhere.

E. Significant Interruption: May include any of the following events:

1. Failure of CONTRACTOR to provide and maintain qualified onsite startup personnel as scheduled.
2. Failure to meet specified functional operation for five consecutive days.
3. Failure of any critical equipment or unit process that is not satisfactorily corrected within five hours after failure.

4. Failure of any noncritical equipment or unit process that is not satisfactorily corrected within eight hours after failure.
5. As determined by the CONSULTANT.

F. A significant interruption will require startup then in progress to be stopped. After corrections are made, startup test period to start from the beginning again.

3.04 FACILITY PERFORMANCE DEMONSTRATION

A. When, in the opinion of the CONSULTANT, startup of all unit processes has been achieved, sequence each unit process to the point that the facility is operational.

B. Demonstrate proper operation of required interfaces within and between individual unit processes.

C. After facility is in operation, complete performance testing of equipment and system not previously tested.

D. Document, as defined in the Facility Startup and Performance Demonstration plan, the performance of the facility, until all unit processes are operable and under control of the computer system.

E. Certify on the Facility Performance Demonstration/Certification Form, that facility is capable of performing its intended function(s), including fully automatic and computerized operation as specified.

3.05 SUPPLEMENTS

A. Supplements listed below are part of this specification:

1. Unit Process Startup Form
2. Facility Performance Demonstration/Certification Form.

END OF SECTION

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UNIT PROCESS STARTUP FORM

OWNER: _____ **PROJECT:** _____

Unit Process Description (Include description and equipment number of all equipment and devices):

_____
_____
_____
_____
_____

Startup Procedure (Describe procedure for sequential startup and evaluation, including valves to be opened/closed, order of equipment startup, etc.):

_____
_____
_____
_____
_____

Startup Requirements (water, power, chemicals, etc.):

_____
_____
_____
_____
_____
_____

Evaluation Comments:

_____
_____
_____
_____
_____

FACILITY PERFORMANCE DEMONSTRATION/CERTIFICATION FORM

OWNER: _____ **PROJECT: _____**

Unit Process Description (List unit processes involved in facility startup):

_____
_____
_____
_____
_____
_____
_____
_____
_____

Unit Processes Startup Sequence (Describe sequence for startup, including computerized operations, if any):

_____
_____
_____
_____
_____
_____
_____
_____
_____

CONTRACTOR Certification that Facility is capable of performing its intended function(s), including fully automatic operations:

CONTRACTOR: _____ Date: _____, 20___

(Authorized Signature)

CONSULTANT: _____ Date: _____, 20___

(Authorized Signature)

SECTION 02000 – UTILITY CONSTRUCTION

PART 1 - GENERAL

1.01 WORK INCLUDED

A. This specification governs the construction of all Port St. Lucie Utility Systems Department (PSLUSD) water treatment plant effluent mains, water mains, water services, injection wells all appurtenant devices associated therewith.

1.02 PSLUSD UTILITY STANDARDS MANUAL

A. Construction of the facilities identified herein shall be in accordance with Chapter II and other applicable sections of the "Port St. Lucie Utility Systems Department Utility Standards Manual" (PSLUSD USM). The PSLUSD USM may be obtained from the Department or on the World Wide Web at www.cityofpsl.com. Refer to Appendix A for additional information.

B. Construction of the facilities identified herein will also be in accordance with the applicable portions of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition, all referenced specifications, and the CONSULTANT's project manual.

C. In the event of a conflict between any governing specifications, the more stringent requirement shall govern construction of this project.

1.03 RESTORATION

A. Full and complete restoration of all existing facilities will be accomplished to the sole satisfaction of the OWNER without additional compensation to the CONTRACTOR. The cost of all restoration will be included in the lump sum or unit bid price and no separate payment item for restoration will be established in the schedule of values developed subsequent to bidding.

PART 2 - MATERIALS

2.01 GENERAL

A. All construction materials shall comply with the requirements of the PSLUSD USM as outlined therein. All parts of the PSLUSD USM that are applicable shall govern unless a more stringent standard is listed in the Contract Documents or required by other permitting agencies.

PART 3 - EXECUTION

3.01 CONSTRUCTION

A. All phases of construction, including but not limited to, trenching, pipe laying, backfilling, pipeline flushing, and surface restoration shall comply with the requirements of Part 1.02 as noted in this Section.

B. Pipeline backfill not beneath paved surfaces shall be compacted to a minimum density of 98 percent of AASHTO T-180 or as required by governmental agencies having jurisdiction over the Work.

3.02 TESTING

A. All testing, including but not limited to, trench earthwork density testing, and pipeline pressure testing shall comply with the requirements of this specification, the PSLUSD USM, "Florida Department of Transportation Standard Specifications for Road and Bridge Construction", Latest Edition, and the St. Lucie County Health Department.

B. Backfill density test locations will be examined in accordance with the requirements listed on the trenching details shown on the engineering drawings.

C. The OWNER must approve the CONTRACTOR's testing laboratory at least 60 days prior to the start of any testing.

D. CONTRACTOR will pay for all testing and any retesting made necessary by failure to perform in accordance with the project specifications.

E. Retesting locations around all failing tests will be located at the original test location.

F. Retest only after re-compaction of a failing test area.

3.03 WARRANTY/PROJECT DOCUMENTATION

A. All warranties and project documentation, including but not limited to record drawings and payment applications, shall comply with the requirements of this specification, the PSLUSD USM.

3.04 COORDINATION

A. All coordination of construction shall primarily occur between the CONTRACTOR and the CONSULTANT. The Engineer of Record for design of this construction project is Holtz Consulting Engineers, Inc. The CONSULTANT will aid the OWNER in evaluation of technical questions, coordination of the work, resolution of technical and payment disputes, and regulatory certification of the project.

B. The Utilities to coordinate with are, at a minimum:

1. Florida Power and Light.
2. AT&T.
3. Comcast Cable.
4. Teco/Peoples Gas.
5. Other applicable utilities.

3.05 PERMITS

A. The OWNER and CONSULTANT will obtain construction permits from the Florida Department of Environmental Protection, where applicable. If applicable, license

agreements and easements for construction on public and private property will also be obtained by the OWNER and CONSULTANT.

B. The CONTRACTOR will obtain and pay for any dewatering, building or other permits necessary to perform the Work, except as identified above, including, but not limited to a City of Port St. Lucie Building Permit.

END OF SECTION

SECTION 02110 – CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 DESCRIPTION: Work under this section of the specifications consists of clearing and grubbing, and the disposal of materials and debris resulting from the clearing and grubbing operations. The construction site shall be cleared and grubbed to the limits shown on the plans to accommodate this construction and as further indicated, excluding any trees indicated to remain outside of the clearing limits.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 SITE PROTECTION DEVICES: Prior to the start of any work, the CONTRACTOR will be required to install silt fencing around the perimeter of the clearing and/or grading limits. The Type III silt fence shall be in accordance with the details shown on the plans. The CONTRACTOR will also be required to protect any adjacent canals/ditches with silt fencing and turbidity barriers as required and otherwise comply with permit requirements.

3.02 CLEARING, GRUBBING AND STRIPPING: On areas required to be cleared, grubbed, and stripped of all trees, stumps, down timber, brush, vegetation and other objects standing on or protruding from the ground shall be removed. All roots shall be grubbed (root rake) and removed a minimum of 18 inches below the surface of the ground. Holes caused by grubbing operations shall be filled to the level of adjacent ground. Stripping of all vegetation and topsoil shall be completed by the CONTRACTOR. The CONTRACTOR shall visit the site prior to submitting a bid to confirm the required amount of clearing/grubbing and the material type within the project area.

3.03 DISPOSAL: All material and debris resulting from clearing, or clearing and grubbing operations shall be removed from the site for disposal at a suitable location.

3.04 CLEANUP: In accordance with the GENERAL CONDITIONS.

END OF SECTION

SECTION 02210 – GRADING

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines CONTRACTOR's responsibilities unless otherwise indicated, for the following:

1. Finish grading of subsoil.
2. Placing, leveling and compacting topsoil.

1.02 RELATED SECTIONS

A. All of Division 1.

B. **Section 02936** – Sodding.

1.03 PROTECTION

A. Protect landscaping and other features remaining as final work.

B. Protect existing structures, utility poles, fences, roads, paving, curbs, sidewalks, etc.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Reused top soil or subsoil organically enhanced with appropriate compost material shall be used to perform all final grading operations in preparation for establishment of a live and healthy grass cover.

PART 3 - EXECUTION

3.01 INSPECTION

A. Verify site conditions and note irregularities affecting work of this Section.

3.02 SUBSOIL PREPARATION AND COMPACTION

A. Eliminate uneven areas and low spots.

B. Remove debris, roots, branches, stones, in excess of ½-inch in size and dispose of at an approved site.

C. Place and compact needed fill in lifts having a maximum unconsolidated thickness of twelve (12) inches.

D. Compact fill to 98% of maximum density as determined by AASHTO Method T-180 using

mechanical tamping equipment. Use a minimum amount of water to adjust fill moisture content if necessary.

E. Restore the surface to the original grade wherever settlement occurs.

3.03 PLACING TOPSOIL

A. Place topsoil in areas where seeding, sodding, planting is scheduled.

B. Use topsoil in relatively dry state. Place during dry weather.

C. Fine grade topsoil eliminating rough or low areas. Maintain levels, profiles, and contours of subgrade.

D. Remove stone, roots, grass, weeds, debris, and foreign material while spreading.

E. Manually spread topsoil around trees and plants to prevent damage.

F. Lightly compact roll placed topsoil.

G. Remove surplus subsoil and topsoil from site.

H. Leave stockpile area and site clean and ready to receive landscaping.

I. Top soil to match existing depth, or two inches, whichever is greater.

3.04 TOLERANCES

A. Top of topsoil: Plus or minus ½-inch.

3.05 SCHEDULE OF LOCATION

A. The following identifies compacted topsoil thicknesses for various locations.

1. Sod: 2 inches

END OF SECTION

SECTION 02220 – EXCAVATION AND FILL

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK: The extent of excavation and fill is shown on the drawings and otherwise defined by the proposed structures.

1.02 QUALITY ASSURANCE:

A. Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction, including the Florida Trench Safety Act.

B. Testing, Inspection and Geotechnical Service: The CONTRACTOR shall engage a soil testing inspection and geotechnical service, to include testing soil materials proposed for use in the work and field testing facilities for quality control testing during excavation and fill operations. The firm shall also have the capability of performing Standard Penetration Tests (SPT). The firm shall also have the experience of providing a professional opinion on excavation stability matters. The testing laboratory shall be approved by the CONSULTANT prior to commencing earthwork.

1.03 SUBMITTALS:

A. Submit experience/qualification record and written description of testing laboratory and geotechnical service personnel and testing facilities for approval.

B. Submit copies of all field reports, laboratory test reports (passing and failing), recommendations, etc., to the CONSULTANT for approval.

C. Submit selected procedure and design for stabilizing excavated areas where potential undermining of existing piping, concrete duct banks, or structure foundations may occur.

D. All submittals shall be in accordance with the format established in Section 01300.

1.04 JOB CONDITIONS:

A. Existing Utilities:

1. Locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protecting during excavation operations.

2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility OWNER immediately for directions. Cooperate with the OWNER, and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility OWNER.

3. Do not interrupt existing utilities serving facilities occupied and used by the OWNER or others, except when permitted in writing by the CONSULTANT and then only after acceptable temporary utility services have been provided.

B. Use of Explosives: The use of explosives is not permitted.

C. Protection of Persons and Property:

1. Barricade open excavations occurring as part of this work and post with warning lights. Supply and operate warning lights on all excavations.

2. Protect structures, utilities, and other facilities from damages caused by settlement, lateral movement, undermining, washout and other hazards created by excavation operations.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS:

A. Backfill and Fill Materials:

1. Satisfactory soil materials for backfill and fill shall be, free of rock or gravel larger than ½ in. in any dimension, debris, waste, vegetable and other deleterious matter.

2. Suitable material shall be clean, granular, free draining, fine to medium sandy materials classified as SW or SP according to the Unified Soil Classification System, with no more than 12 percent by weight finer than a No. 200 sieve when tested in accordance with ASTM D-2487.

B. Unsuitable Materials:

1. Unsuitable materials, such as calcium carbonate or aluminum hydroxide sludge, peat, muck, roots, logs, debris, brush sod, CL, ML, CH, MH, OL, OH according to the Unified Soil Classification System or other similar materials, shall not be used.

PART 3 - EXECUTION

3.01 INSPECTION

A. Examine the areas and conditions under which excavation and fill is to be performed and notify the CONSULTANT in writing of conditions detrimental to the proper timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.02 EXCAVATION:

A. Excavation consists of the removal and disposal of materials encountered when establishing the required grade elevations.

B. Earth excavation includes the removal and disposal of obstructions visible on the ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated.

C. Unauthorized excavation consists of removal of materials beyond indicated elevations or site dimensions without the specific direction of the CONSULTANT. Unauthorized excavation, as well as remedial work directed by the CONSULTANT, shall be at the CONTRACTOR's expense.

D. Stability of Excavations:

1. Slope the sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible either because of space restrictions or stability of material excavated.

2. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.

E. Shoring and Bracing:

1. Provide shoring and bracing to comply with local codes and authorities having jurisdiction.

2. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition.

3. Maintain shoring and bracing in excavations regardless of the time period excavations will be open. Carry down shoring and bracing as the excavation progresses.

F. Material Disposal:

1. Roots and clearing and grubbing waste shall be disposed of in a manner approved by the CONSULTANT. The CONTRACTOR shall be responsible for securing appropriate permits and complying with same.

2. Locate and retain fill materials away from edges of excavations.

3. Disposal of unsuitable material shall be provided by the CONTRACTOR off of the project site.

3.03 BACKFILL AND FILL:

A. General:

1. In all excavations, use approved fill material that has been sampled, tested and approved by the soil testing laboratory as conforming to the requirements of this specification.

B. Prior to Backfill Placement:

1. Backfill excavations as promptly as the work permits, but not until completion of the following:

a. Completion of construction below finish grade.

b. Inspection, testing, approval, and recording locations of underground utilities.

c. Removal of shoring and bracing, and backfilling of voids with satisfactory materials.

d. Remove trash and debris.

e. Permanent or temporary horizontal bracing which is in place on horizontally supported walls.

C. Ground Surface Preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.

D. Leveling and Backfill for, and Adjacent to, all structures, slabs, walkways, etc:

1. After stripping unsuitable materials, densify the in-situ soils to a depth of 24-inches and each lift of backfill with a compactor of suitable size and capacity for the densification to satisfy the specified criteria. All fill shall be placed in layers which do not exceed 12-inches loose. Densification of the sub-grade and each lift of fill shall continue until no additional settlement can be discerned and the density testing requirements are satisfied. In no case shall any section of the work pad, including sub-grade, receive less than 10 passes of the compactor. The compaction zone shall include, at a minimum, the structure footprint plus a 5 foot wide perimeter zone extending beyond the structure. The CONTRACTOR shall monitor proof compaction operations to detect signs of pumping, weaving and other forms of instability indicative of buried deposits of weak and compressible soils. Weak soils (if any) detected during the densification shall be excavated over the full vertical extent and removed. Removal shall extend to a minimum horizontal margin of 10-feet beyond the edge of the structure. Clean fill satisfying this specification shall be used to replace all such excavations.

2. Backfill adjacent to structural elements shall be placed, as far practicable, as the adjacent structural elements have been completed and accepted. Backfilling against concrete shall be done only when approved.

E. Fill for Non-Structural Areas: This applies to berms and the general site where no structures, roadways or pipe lines are proposed or exposed below grade.

1. Suitable backfill shall be dozed into place and compacted using routing of equipment and tracking with dozer equipment. Backfill in all areas, shall be placed and compacted in 12-inch (loose) lifts, or less.

2. The surface of the layer shall be finished by blading or rolling with a smooth roller, or a combination thereof, and shall be smooth and free from waves and inequalities.

F. Compaction (In-Place Density): This applies to all areas.

1. Maximum Laboratory Density shall be the Modified Proctor Maximum Dry Density as determined in accordance with ASTM D1557, Method B or D, unless otherwise indicated.

2. Subgrade beneath and 10-feet beyond all structures, walkways, slabs, etc. shall be compacted to 98% ASTM D1557 maximum laboratory density. Subgrade soils to a depth of 24-inches shall be densified to an equivalent relative compaction.

3. Fill and/or backfill beneath and 10 feet beyond all structures, walkways, slabs on grade, pipelines routes, shall be compacted to not less than 98% ASTM D1557 maximum laboratory density.

4. Fill for non-structural areas shall be compacted to a minimum 95% ASTM D1557 maximum laboratory density.

5. All fill shall be placed with a moisture content within 2% of the optimum.

6. Fill and/or backfill beneath shellrock access driveways, roads and parking areas and subgrade shall be compacted to a minimum density of 98% ASTMD 557 maximum, laboratory density.

G. Grading:

1. Perform all grading in the areas so indicated and as required.

2. Fill shall be brought to finished grades indicated within a tolerance of .05 of a foot and shall be graded to drain water away from structures, and as otherwise indicated on the plan.

3. Existing grades which are to remain and which are disturbed by the CONTRACTOR's operations shall be graded to provide surfaces suitable for the proper use of mowing machines.

3.04 FIELD QUALITY CONTROL:

A. Quality Control Testing During Construction: The testing laboratory and CONSULTANT shall inspect and approve subgrades and fill layers before subsequent layer or further construction work is performed.

B. In structural areas, including walkways, slabs, trenches, and other structures, one density test shall be made for every 100 sq.ft., or portion thereof, of surface area of compacted material per compacted layer, starting with the sub-grade prior to placement of the initial lift. Specific locations for all tests shall be field established by the CONSULTANT.

C. The CONTRACTOR shall perform sieve analyses on all backfill supplied. A sieve analysis shall be performed on each source and whenever the color, texture or general make-up of the backfill has changed as determined by the CONSULTANT. The CONTRACTOR shall supply load tickets on every truck of fill which identify and confirm the source.

END OF SECTION

SECTION 02225 – TRENCHING, BEDDING AND BACKFILL FOR PIPE

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines CONTRACTOR's responsibilities unless otherwise indicated, for the following:

1. Trench excavation.
2. Pipe bedding.
3. Trench Backfill.
4. Backfill testing.
5. Measurement and Payment.
6. Reference standards.

1.02 RELATED WORK

A. All of Division 1.

B. **Section 02660**: Pipe and Fittings-General.

C. Appendices, as necessary.

1.03 MEASUREMENT AND PAYMENT

A. No separate bid item for measurement and payment.

B. Include trenching, bedding, backfilling, all necessary restoration, pressure, bacteriological and density testing costs under pipe installation unit costs.

1.04 REFERENCE STANDARDS

A. Conform to the requirements of the Standards published by the following organizations. The version of each Standard in effect as of the date of the bid opening shall govern unless otherwise noted.

1. American Water Works Association (AWWA).
2. American Association of State Highway and Transportation Officials (AASHTO).
3. American Institute of Steel Construction (AISC).
4. American National Standards Institute, Inc. (ANSI).
5. American Concrete Institute (ACI).
6. American Welding Society (AWS).
7. Port St. Lucie Utility Systems Department Utility Standard Manual in effect at the time the bid is submitted.

B. Where no standards are specified, utilize good quality material and perform workmanship in accordance with the best trade practices.

PART 2 - PRODUCTS

2.01 TRENCH BACKFILL

A. Use excavated or borrowed soil materials that are free of rock or gravel larger than two (2) inches in diameter and free of twigs, roots, or other vegetation/foreign matter.

B. Use backfill soil that is also non-organic in nature (i.e. peat, muck are unsatisfactory) and is no more than 20 percent by weight finer than No. 200 mesh sieve.

2.02 ROCK BEDDING

A. Use 3/8-inch to ¾-inches washed and graded gravel having 99% passing a ¾-inch sieve and 80 percent retained on a No. 8 sieve.

PART 3 - EXECUTION

3.01 CLEARING

A. Clear pipe corridor of shrubs, trees and other foreign material prior to beginning excavation.

B. Dispose of clearing debris at a properly permitted landfill.

C. If a nutrient-rich topsoil layer exists, strip the topsoil and store in piles for reuse.

3.02 TRENCHING

A. Locate all existing utilities before trenching.

B. Install suitable barriers between the work area and vehicle/pedestrian travel lanes before trenching. Barriers must control vehicular/pedestrian work area access.

C. Excavate trenches as specified on the engineering drawings.

D. Completely remove all muck, peat or other incompressible/organic soils (unsuitable soils) that occur along the pipeline route.

1. Minimum unsuitable soil removal limits are:
    a. Vertical - from existing ground to surface of acceptable soil layer.
    b. Horizontal - from both sides of the pipe centerline to a distance equal to the vertical removal depth plus the pipe diameter plus one foot.
    c. The CONTRACTOR shall determine if the minimum removal limits noted herein are sufficient to properly construct the Work.

2. Backfill areas where unsuitable soil has been removed with acceptable soil or rock bedding to the design pipe invert elevation.
    a. Compact suitable soil backfill to 98 percent of maximum density as determined by AASHTO method T-180.
    b. Place and compact unsuitable soil backfill in lifts having a maximum unconsolidated thickness of 12 inches.
    c. Obtain a backfill testing schedule from the CONSULTANT prior to beginning

backfill. This schedule will only apply to backfill placed below the pipe invert due to removal of unsuitable soil.

E. Excavate rock to four (4) inches below the design pipe invert.

1. No additional payment will be made for rock excavation unless the total quantity of rock excavation exceeds 50 cubic yards and the rock is present in a large continuous unfractured mass.
2. Concrete, asphalt and other demolition of man-made materials is not classified as rock excavation.
3. Backfill after rock removal.

3.03 BEDDING

A. Bed pipe as specified on the engineering drawings. Excavate for pipe bells as noted. Pipe shall be uniformly supported by the trench bottom prior to backfill.

B. All pipe bedding shall be performed in a dry trench unless the bedding is part of a subaqueous installation.

C. Trenching shall not exceed pipe installation by more than 200 linear feet.

3.04 BACKFILL

A. General

1. Backfill trench immediately after the pipe is laid unless other protection for the pipeline is provided.
2. Backfill material shall be solidly tamped around the pipes in layers not to exceed six (6) inches to a level at least one (1) foot above the top of the pipe.
3. Test backfill compaction at each full 12 inches of compacted backfill over the pipe.
4. Test backfill at each station. Two (2) tests are required at each station. The CONSULTANT reserves the right to change the testing interval but not the total number of tests. Retesting because of failed tests is not limited.

B. Unpaved Areas

1. Place and compact backfill in lifts having a maximum unconsolidated thickness of 12 inches.
2. Compact backfill to 98 percent of maximum density as determined by AASHTO Method T-180 using mechanical tamping equipment. Use a minimum amount of water to adjust backfill moisture content if necessary.
3. Restore the surface to the original grade wherever settlement occurs.

C. Paved Area (Including Driveways)

1. Place and compact backfill in lifts having a maximum unconsolidated thickness of eight (8) inches.
2. Compact backfill to 98 percent of maximum density as determined by AASHTO Method T-180 using hand or mechanical tampers.
3. The top 12 inches of backfill (subgrade) shall be stabilized to LBR 40 and then

compacted per 3.04.C.2.

4. When backfilling is completed, tested and approved, the roadway base for pavement replacement may be placed immediately.
5. Restore the surface to the original grade wherever settlement occurs.

3.05 TESTING

A. Testing shall be performed by a certified testing laboratory (at the CONTRACTOR's expense) approved by the OWNER.

B. Pay for all backfill testing and any required backfill retesting.

C. Retesting locations around all failing tests will be located fifty (50) feet on both sides of each failing test and at the original failing test location.

D. Retest only after recompaction of a failing test area.

END OF SECTION

SECTION 02260 – FINISH GRADING

PART 1 - GENERAL

1.01 DESCRIPTION: To bring to finished elevations all earth materials as called for in the drawings. This general work includes the completion of finish grading so that surfaces of compacted material are correctly oriented with the requirements of the slab or other components which will rest on the grade at that point.

PART 2 - PRODUCTS

2.01 MATERIALS: All fill shall be clean sand, free from debris, vegetable matter and other deleterious substances. Refer to Section 02220 for further requirements.

PART 3 - EXECUTION

3.01 GRADING: Fill, backfill and rough grade as necessary to bring entire site level with elevations of undersides of concrete slabs, walks, paving and finished landscaping as indicated on drawings or in specifications.

3.02 FINISH GRADING

A. Where elevations are indicated on plans, obtain such finish elevations, and establish uniform slopes of finish grades between indicated elevations.

B. Where elevations are not indicated, establish and obtain uniform slope from finished spot elevations at the exterior face of the building out to the nearest indicated elevations for finished grades, as shown on plans.

C. Finish grade all areas for positive drainage. Leave no high/low areas to accumulate surface water.

D. Achieve final grades as specified on the drawings, inclusive of the required top soil. In some areas, this will require removal of existing materials.

E. Areas to be grassed shall be box bladed for leveling prior to grassing.

END OF SECTION

SECTION 02270 – EROSION, SEDIMENTATION AND DUST CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Work consists of control measures as required during the life of the Contract to control erosion, sedimentation and dust.

B. The CONTRACTOR shall establish, construct and maintain erosion and sediment control measures. The erosion control programs shall be maintained during the entire period of construction, including any extensions in Contract time.

C. Temporary erosion and pollution control shall include construction work off-site where such work is necessary as a result of borrow pit operations, haul roads or equipment storage sites, etc.

D. Preparation of the Stormwater Pollution Prevention Plan (SWPPP), including modifications and updates.

E. Obtain and comply with all provisions of the State of Florida, Department of Environmental Protection, Permit for Stormwater Discharge from Large and Small Construction Activities (NPDES Construction Site Permit Program).

1.02 REFERENCES

A. Rule 62-40.432, F.A.C.

B. Erosion and Sediment Control Designer and Review Manual, prepared for FDOT and FDEP, July 2013 or latest update.

C. 40 CFR Part 122.

D. Chapter 403.0885, F.S.

E. State of Florida Department of Environmental Protection Generic permit for Stormwater Discharge from Large and Small Construction Activities – Notice of Intent and Notice of Termination of Generic Permit

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

A. All work shall be in accordance with the requirements of the State of Florida Department of Environmental Protection under Chapter 62-621, F.A.C. or Chapter 62-620, F.A.C.

B. The CONTRACTOR shall provide for and be responsible for the prevention, control and abatement of erosion and water pollution until completion and acceptance of the Project. The

CONTRACTOR shall provide all temporary erosion control features necessary to prevent, control and abate erosion and water pollution, and shall prepare and submit as the operator and permittee, along with the applicable application fee, the "Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities" (NOI) prior to commencing construction and the "Notice of Termination" (NOT) upon final completion of construction. The CONTRACTOR, as required by the NPDES permit program, shall prepare a stormwater pollution prevention plan (SWPPP). This SWPPP shall be modified and updated by the CONTRACTOR as necessary, to meet the requirements of the NPDES permit issued, at no additional cost to the OWNER. The CONTRACTOR shall also comply with the inspections, maintenance, reporting and all other provisions of the NPDES permitting program, and the cost for compliance with this program is to be included in the CONTRACTOR bid price for the work. CONTRACTOR shall provide copies of NOI and NOT to CONSULTANT and OWNER.

C. During the construction of the Project, the CONTRACTOR shall comply with the Water Quality Standards of the EPA and the State of Florida.

D. The CONTRACTOR shall meet and be responsible for the requirements of all applicable governing agencies regarding prevention, control and abatement of erosion and water pollution.

3.02 DAMAGE TO WATER DETENTION AND DRAINAGE AREAS

A. The CONTRACTOR shall be responsible for the prevention of damage to detention ponds, holding areas, drainage canals or natural waterways, and wetlands (both on and off site).

B. The CONTRACTOR shall act as directed to correct said damage as quickly as possible and take necessary steps to prevent future damage. The CONTRACTOR shall notify the CONSULTANT of said damage.

C. The cost of correction of damage shall be at no cost to the OWNER or his agents.

3.03 DUST CONTROL

A. The CONTRACTOR shall exercise precautionary measures to minimize dust emissions as necessary, which may include, but shall not be limited to, periodic sprinkling or wetting of the site, and shall modify measures to be implemented, as necessary, to satisfy jurisdictional agency requirements including but not limited to City of Port St. Lucie and St. Lucie County Health Department (Air Pollution Division) at no additional expense to the OWNER.

END OF SECTION

SECTION 02401 – DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION: The Work to be performed under this section shall include furnishing all equipment and labor necessary to remove storm or subsurface waters from excavation areas in accordance with the requirements set forth and as shown on the drawings.

1.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The dewatering of any excavation areas and the disposal of the water shall be in strict accordance with the latest revision of all local and state government rules and regulations. The CONTRACTOR shall be responsible for securing all required permits and shall provide copies of permit(s) to the CONSULTANT prior to commencing any dewatering operations.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 DEWATERING: The CONTRACTOR shall provide adequate equipment for the removal of storm or subsurface waters which may accumulate in the excavation. At a minimum, the groundwater shall be lowered to at least two (2) feet below the lowest point of the excavation bottom. When subsurface water is encountered, the CONTRACTOR shall utilize suitable equipment to adequately dewater the excavation so that it will be dry for work and pipe laying. A wellpoint system or other CONSULTANT approved dewatering method shall be utilized as necessary to maintain the excavation in a dry condition. Dewatering by trench pumping will not be permitted if migration of fine grained natural material from bottom, side walls or bedding material will occur. No facilities shall be constructed under wet conditions. Dewatering shall cease in a manner to allow the subsurface water to slowly return to normal levels. Any voids left after the removal of the dewatering system shall be fully grouted.

3.02 DISPOSAL: Water pumped from the trench or other excavation shall be disposed of in storm sewers having adequate capacity, canals or suitable disposal pits. CONTRACTOR is responsible for acquiring all permits required to discharge the water and shall protect waterways from turbidity during the dewatering operation. In areas where adequate disposal sites are not available, partially backfilled trenches may be used for water disposal only when the CONTRACTOR's plan for trench disposal is approved in writing by the CONSULTANT. The CONTRACTOR's plan shall include temporary culverts, barricades and other protective measures to prevent damage to property or injury to any person or persons. No flooding of streets, roadways, driveways or private property will be permitted. Engines driving dewatering pumps shall be equipped with critical grade mufflers.

END OF SECTION

SECTION 02660 – PIPE AND FITTINGS - GENERAL

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:

1. Submittals.
2. Record drawings.
3. Product delivery, storage and handling.
4. Product installation.
5. Field quality control.

1.02 RELATED SECTIONS

A. All of Division 1.

B. **Section 02000** – Utility Construction.

C. **Section 02225** - Trenching, Bedding and Backfill for Pipe.

D. **Section 02668** - Fittings, Valves, Stainless Steel Piping, and Appurtenances.

E. Appendices.

1.03 SUBMITTALS

A. Submit manufacturer's data for pipes, fittings and appurtenances.

B. Submit shop drawing of air release valve installation if installation deviates from the engineering drawings.

C. Submit certified affidavit of compliance with material specifications for all pipe, fittings, and appurtenances.

D. Submit hydrostatic proof, sustained pressure and burst strength reports for tests performed by the manufacturer prior to shipping.

1.04 RECORD DRAWINGS

A. Submit record drawings prepared by a professional land surveyor that accurately record actual installed horizontal and vertical location of pipe, fittings, valves and other appurtenances in accordance with Port St. Lucie Utility Systems Department (PSLUSD) specifications.

B. Submit written summary of pipe stations where statutory separation between pipes has not been maintained.

C. Accurately record all deviations from engineering drawings on the record drawing submittal.

D. Refer to **Section 01720** – Record Documents for additional requirements.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Handle and store products in strict accordance with manufacturer's recommendations.

B. Handling must not damage or mar products.

C. Store products to minimize exposure to weather, vandalism and theft.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 INSTALLATION

A. Perform earthwork operations in accordance with **Section 02225** – Trenching, Bedding, and Backfill for Pipe, where applicable.

B. All laying, testing for defects and pressure testing shall be performed in the presence of the CONSULTANT's and/or OWNER's representative.

C. All defective material shall be promptly removed from the Work.

D. Conform to the manufacturer's installation recommendations.

E. In case of conflict between various requirements the more stringent requirement shall apply.

F. Lay pipe with the bell end pointing in the direction of laying.

G. Temporarily close all open pipe ends at the end of each day's work with water-tight plugs.

H. Pipe shall be uniformly supported by the trench bottom prior to backfill.

I. Install thrust blocking or restraint at all valves and fittings in accordance with manufacturer's recommendations, the engineering drawings, or PSL specifications, whichever is more stringent.

J. Blocking or wedging between bells and spigots will not be permitted.

K. Joint deflections shall not exceed 50 percent of the manufacturer's maximum allowable deflection.

L. Cut pipe with saws or power driven abrasive cutters which will produce a square cut. Wedge type roller cutters will not be permitted. After cutting, bevel cut ends with beveling tool or abrasive disc and repair any damage to the interior pipe lining with a NSF 61 approved coating.

M. Keep pipe free of earth and debris during installation.

N. Flush each completed pipe sections with water obtained from an approved source if needed due to dirt and debris enters the proposed pipe during installation. If the proposed pipe is kept clean during construction, flushing will not be required. The flushing volume shall be sufficient to twice exchange the volume of water in the pipe section being flushed. The flushing flow rate shall be sufficient to create a minimum water velocity of two and one half (2½) feet per second in the pipe section being flushed.

O. Trench is to be kept clean and dry at all times.

3.02 FIELD TESTING

A. Perform earthwork density testing in accordance with Section 02225 – Trenching, Bedding, and Backfill for Pipe.

B. Hydrostatic Testing - See Section 02000 – Utility Construction, Section 3.02.

END OF SECTION

SECTION 02662 – POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

A. Furnish all labor, materials, equipment and incidentals required to install and test polyvinyl chloride (PVC) pipe, and fittings, complete as shown on the Drawings and as specified herein.

B. Pipe or piping refers to all pipe, fittings, material and appurtenances required to construct PVC reuse, water and force main sewer pipe complete, in place.

1.02 RELATED REQUIREMENTS

A. Section 02225 - Trenching, Bedding and Backfill for Pipe.

B. Section 02660 - Pipe and Fittings – General.

C. Section 02668 - Fittings, Valves, Stainless Steel Piping, and Appurtenances.

D. Appendices.

1.03 SUBMITTALS

A. Within 30 days of the Effective Date of the Notice to Proceed, submit the name of the pipe and fitting manufacturers and a list of materials to be furnished by each manufacturer. Also, include information on local representative of each manufacturer, if product is sold through a distributor.

B. Shop Drawings including piping layouts and schedules shall include dimensioning, fittings, types and locations of valves and appurtenances, joint details, methods and location of supports, anchorage, gasket material, grade of material and all other pertinent technical information for all items to be furnished.

C. Prior to each shipment of pipe, certified test reports that the pipe for this Contract was manufactured and tested in accordance with the ASTM and AWWA Standards specified herein shall be submitted.

1.04 REFERENCE STANDARDS

A. American Society for Testing and Materials (ASTM)

1. ASTM D1784 – Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
2. ASTM F477 – Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
3. ASTM D3139 – Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.

4. ASTM D3034 – Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
5. ASTM D2241 – Standard Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)

B. American Water Works Association (AWWA):

1. AWWA C110 – Ductile-Iron and Gray-Iron Fittings, 3-in Through 48-in for Water and Other Liquids.
2. AWWA C111 – Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
3. AWWA C600 – Standard Installation of Ductile-Iron Water Mains and their Appurtenances.
4. AWWA C651 – Disinfecting Water Mains.
5. AWWA C900 – Polyvinyl Chloride (PVC) Pressure Pipe and Fittings, 4-in Through 36-in for Water Distribution.

C. National Sanitation Foundation (NSF):

1. Standard No. 14 – Plastic Piping Components and Related Materials.
2. Standard No. 61 – Drinking Water System Components – Health Effects.

D. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.05 QUALITY ASSURANCE

A. All PVC pipe shall be from a single manufacturer. The supplier shall be responsible for the provisions of all test requirements specified in ASTM D3034 and NSF Standard No. 14 as applicable. In addition, all PVC pipe to be installed under this Contract may be inspected at the plant for compliance with these specifications by an independent testing laboratory provided by the OWNER. The CONTRACTOR shall require the manufacturer's cooperation in these inspections. The cost of plant inspection of all pipe approved for this Contract, plus the cost of inspection of a reasonable amount of disapproved pipe, will be borne by the OWNER.

B. Inspections of the pipe may also be made by the CONSULTANT or other representatives of the OWNER after delivery. The pipe shall be subject to rejection at any time on account of failure to meet any of the Specification requirements, even though sample pipes may be have been accepted as satisfactory at the place of manufacture. Pipe rejected after delivery shall be marked for identification and shall be removed from the job at once.

1.06 SYSTEM DESCRIPTION

A. The equipment and materials specified herein are intended to be of standard types for use in transporting water and sewage.

B. Note information in pipe schedule on Drawings, if any and in this Section, especially concerning pressures, minimum thickness, etc. In case of a conflict, information given in the pipe schedule shall govern.

C. CONTRACTOR is responsible for compatibility between pipe materials, fittings and appurtenances.

1.07 DELIVERY, STORAGE AND HANDLING

A. All items shall be bundled or packaged in such a manner as to provide adequate protection of the ends during transportation to the site. Any pipe damaged in shipment shall be replaced as directed by the CONSULTANT.

B. PVC items deteriorate in sunlight and are slightly brittle, especially at lower temperatures, so care shall be taken in loading, transporting and unloading items to prevent injury to the items. All items shall be examined before installation and no piece shall be installed which is found to be defective. Handling and installation of pipe and fittings shall be in accordance with the manufacturer's instructions, referenced standards and as specified herein.

C. Any pipe or fitting showing a crack or which has received a blow that may have caused an incident fracture, even though no such fracture can be seen, shall be marked as rejected and removed at once from the work.

D. While stored, pipe shall be adequately supported from below at not more than 3-ft intervals to prevent deformation. The pipe shall be stored in stacks no higher than that given in the following table:

Pipe Diameter (inches)	Max. No. of Rows Stacked
8 or less	5
12 to 21	4
24 to 30	3
33 to 48	2
54 and larger	1

E. Pipe and fittings shall be stored in a manner which will keep them at ambient outdoor temperatures and out of the sunlight or delivered to the site so that no pipe is exposed to sunlight for more than 60 days. Temporary shading as required to meet this requirement shall be provided. Simple covering of the pipe and fittings which allows temperature buildup or direct or indirect sunlight will not be permitted.

F. If any defective item is discovered after it has been installed, it shall be removed and replaced with an exact replacement item in a satisfactory manner by the CONTRACTOR, at the CONTRACTOR's own expense. All pipe and fittings shall be thoroughly cleaned before installation and the interior shall be kept clean until testing.

G. In handling the items, use special devices and methods as required to achieve the results specified herein. No un-cushioned devices shall be used in handling the item.

PART 2 - PRODUCTS

2.01 PRESSURE POLYVINYL CHLORIDE (PVC) PIPE

A. PVC pressure pipe sized 4-in though 36-in shall conform to the requirements of AWWA C900. All pipe shall be Class 235 with a Dimension Ratio (DR) of 18. Higher pressure

class will be furnished if indicated on the drawings. The pipe shall be PVC 1120 made from PVC compounds Class 12454-A or 12454-B as defined in ASTM D1784. Each pipe length shall be marked with the manufacturer's name or trademark, size, material code, pressure class, AWWA designation number and seal of test agency that verified pipe material for potable-water service.

B. PVC pipe shall have bell and spigot push-on joints. The bell shall consist of an integral wall section with a solid cross-section elastomeric gasket securely locked in place to prevent displacement during assembly. Installation of elastomeric gasketed joints and performance of the joint shall conform to ASTM F477, ASTM D3139.

C. Type of piping service shall be identified by color in accordance with the following:

1. Blue – Potable
2. Green – Sanitary
3. Purple – Reclaimed Water

D. Where restrained joints are shown on the drawings or as required, restraining glands shall be installed. Restraint for PVC pipe at the bell shall consist of the following: The restraint shall be manufactured of ductile iron conforming to ASTM A536. A backup ring shall be used behind the PVC bell. A restraint ring, incorporating a plurality of individually-actuating gripping surfaces, shall be used to grip the pipe, and a sufficient number of bolts shall be used to connect the bell ring and the gripping ring. All wedge assemblies and related parts shall be epoxy coated with a minimum of two coats with heat cure to follow each coat. The coating on the casting bodies shall be a polyester based powder electrostatically applied and heat cured. The restraint shall be the Series 2800, as manufactured by EBAA Iron, Inc. or approved equal.

PART 3 EXECUTION

3.01 INSTALLATION OF PVC PIPE

A. No single piece of pipe shall be laid unless it is straight. The centerline of the pipe shall not deviate from a straight line drawn between the centers of the openings at the ends of the pipe by more than 1/16-in per foot of length. If a piece of pipe fails to meet this requirement check for straightness, it shall be rejected and removed from the site. Laying instructions of the manufacturer shall be explicitly followed.

B. If any defective pipe is discovered after it has been installed, it shall be removed and replaced with a sound pipe in a satisfactory manner at no additional cost to the OWNER. All pipe and fittings shall be thoroughly cleaned before installation, shall be kept clean until they are used in the work and when laid, shall conform to the lines and grades required. PVC pipe shall be installed in accordance with requirements of the manufacturer and AWWA C605 or as otherwise provided herein.

C. As soon as the excavation is complete to normal grade of the bottom of the trench, bedding shall be placed, compacted and graded to provide firm, uniform and continuous support for the pipe. Bell holes shall be excavated so that only the barrel of the pipe bears upon the bedding. The pipe shall be laid accurately to the lines and grades indicated on the Drawings. Blocking under the pipe will not be permitted. Bedding shall be placed evenly

on each side of the pipe to mid-diameter and hand tools shall be used to force the bedding under the haunches of the pipe to give continuous support for the pipe. Bedding shall then be placed to 12-in above the top of the pipe. The initial 3-ft of backfill above the bedding shall be placed in 1-ft layers and carefully compacted. Generally the compaction shall be done evenly on each side of the pipe and compaction equipment shall not be operated directly over the pipe until sufficient backfill has been placed to ensure that such compaction equipment will not have a damaging effect on the pipe. Equipment used in compacting the initial 3-ft of backfill shall be approved by the pipe manufacturer's representative prior to use.

D. All pipes shall be sound and clean before installation. When installation is not in progress, including lunchtime, the open ends of the pipe shall be closed by watertight plug or other approved means. Good alignment shall be preserved during installation. The deflection at joints shall not exceed that recommended by manufacturer. Fittings, in addition to those shown on the Drawings, shall be provided, if required, in crossing utilities which may be encountered upon opening the trench.

E. When cutting pipe is required, the cutting shall be done by machine, leaving a smooth cut at right angles to the axis of the pipe. Cut ends of pipe to be used with a bell shall be beveled to conform to the manufactured spigot end.

F. The CONSULTANT may examine each bell and spigot end to determine whether any preformed joint has been damaged prior to installation. Any pipe having defective joint surfaces shall be rejected, marked as such and immediately removed from the job site.

G. Each length of the pipe shall have the assembly mark aligned with the pipe previously laid and held securely until enough backfill has been placed to hold the pipe in place. Joints shall not be "pulled" or "cramped".

H. Before any joint is made, the pipe shall be checked to assure that a close joint with the next adjoining pipe has been maintained and that the inverts are matched and conform to the required grade. The pipe shall not be driven down to grade by striking it.

I. Precautions shall be taken to prevent flotation of the pipe in the trench.

J. When moveable trench bracing such as trench boxes, moveable sheeting, shoring or plates are used to support the sides of the trench, care shall be taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and the backfill. Trench boxes, movable sheeting, shoring or plates shall not be allowed to extend below top of the pipe. As trench boxes, moveable sheeting, shoring or plates are moved, pipe bedding shall be placed to fill any voids created and the backfill shall be recompacted to provide uniform side support for the pipe.

K. Concrete thrust blocks shall only be installed at all fittings and other locations as directed by the CONSULTANT. Minimum bearing area shall be as shown on the Drawings. Concrete shall be placed against undisturbed material and shall not cover joints, bolts, or nuts, or interfere with the removal of any joint. Wooden side forms shall be provided for thrust blocks.

L. Restrained joints shall be installed where shown on the Drawings.

M. A single, continuous #12 AWG reinforced tracer wire with blue insulation as manufactured by Copperhead, Industries shall be installed on top of the PVC pipe installed via open cut methods. No in-line connectors shall be allowed.

3.02 JOINTING PVC PIPE (Push-on type)

A. Joints shall be made in strict accordance with the manufacturer's instructions. Pipe shall be laid with bell ends looking ahead. A rubber gasket shall be inserted in the groove of the bell end of the pipe and the joint surfaces cleaned and lubricated. The plain end of the pipe to be entered shall then be inserted in alignment with the bell of the pipe to which it is to be joined and pushed home with a come-along or by other means. Check that the reference mark on the spigot end is flush with the end of the bell.

3.03 TESTING (PRESSURE PIPELINE)

A. Furnish all necessary equipment and labor for carrying out a pressure test and leakage test on the pipelines. The procedures and method for carrying out the pressure and leakage tests shall be approved by the CONSULTANT.

B. Make any taps and furnish all necessary caps, plugs, etc, as required in conjunction with testing a portion of the pipe between valves. Furnish a test pump, gages and any other equipment required in conjunction with carrying out the hydrostatic tests.

C. All pipelines shall be subjected to a hydrostatic pressure of 150 percent of the design operation pressure or 150 psi whichever is greater, except that in no case shall test pressure exceed the design pressure rating of the pipe, fittings and thrust restraints and this pressure maintained for at least 2 hours. The leakage test shall be conducted at the maximum operating pressure as determined by the CONSULTANT and this pressure shall be maintained for at least 2 hours during the tests. Hydrant branch gate valves shall remain open during this test. The amount of leakage which will be permitted shall be in accordance with the requirements of the OWNER's standards.

END OF SECTION

SECTION 02666 – DUCTILE IRON PIPE

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines the CONTRACTOR's responsibilities unless otherwise indicated, for the following:

1. Ductile Iron Pipe (DIP).

1.02 RELATED SECTIONS

A. All of Division 1.

B. **Section 02660** - Pipe and Fittings - General.

E. **Section 02668** - Fittings, Valves, Stainless Steel Piping, and Appurtenances.

F. Appendices.

1.03 REFERENCES

A. ANSI/AWWA C104/A21.4, Latest Revision - Cement mortar lining for DIP and fittings for water.

B. ANSI/AWWA C111/A21.11, Latest Revision - Rubber gasket joints for DIP and grey iron pressure pipe and fittings.

C. ANSI/AWWA C115/A21.15, Latest Revision - Flanged DIP and grey iron pipe with threaded flanges.

D. ANSI/AWWA C151/A21.51, Latest Revision - DIP centrifugally cast in metal molds or sand lined molds for water and other liquids.

E. ANSI/AWWA C600, Latest Revision - Installation of DIP water mains and appurtenances.

PART 2 - PRODUCTS

2.01 MATERIALS

A. PIPE:

1. DIP shall be designed in accordance with the requirements of ANSI/AWWA A21.50/C150, Latest Version as applicable, and the supplemental requirements of this section.

2. Below-grade DIP shall be Pressure Class 350 for pipes up to twenty inches (20") in diameter and Pressure Class 250 for pipes larger than twenty inches (20"). Above-grade DIP shall be Class 53 and shall conform to ANSI A21.51 and AWWA C-151.

3. Pipe interior and fittings shall have a Protecto 401 lining.

4. DIP shall be of the diameter shown on the plans.

5. DIP shall be furnished complete with rubber gaskets or restraint gaskets where applicable.

6. DIP shall be supplied in lengths not less than eighteen feet (18'), having rubber ring type push-on joints, standard mechanical joints, restrained joints, threaded flanges, or ball joints as shown on the contract documents.

B. COATING AND LININGS:

1. Exterior of buried pipe shall have factory applied bituminous coating, coal tar varnish or asphalt base paint, minimum one (1) mil thick.

2. Exterior of above-grade piping shall be coated in accordance with **Section 09900** – Painting for ferrous metals.

C. JOINTS:

1. Joints in straight "Runs" of buried pipe shall be push-on with mechanical joints at fittings unless indicated otherwise on the Contract Documents.

D. FLANGED PIPE:

1. Flanged pipe shall have threaded flanges with bolts and gaskets appropriate to the service use and maximum working pressure of the pipe.

2. All flanges shall be ductile iron.

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02668 – FITTINGS, VALVES, STAINLESS STEEL PIPING, AND APPURTENANCES

PART 1 - GENERAL

1.01 PERFORMANCE

A. This Section generally defines CONTRACTOR's responsibilities unless otherwise indicated, for the following:

1. Buried Fittings.
2. Stainless Steel Piping.
3. Valve Boxes.
4. Above-Grade Combination Air Relief Valves.
5. Resilient Seat Gate Valves
6. OS&Y Gate Valves.
7. Butterfly Valves.
8. Restrained Mechanical Joints.
9. Floor Drain.
10. Pressure Gauges.
11. Pipe Supports.
12. Diaphragm Seals.

B. All new materials shall adhere to the 2014 Environmental Protection Agency (EPA) standards for lead free brass.

1.02 RELATED SECTIONS

A. All of Division 1.

B. **Section 02000** – Utility Construction.

C. **Section 02225** - Trenching, Bedding and Backfill for Pipe.

D. **Section 02660** - Pipe and Fittings - General.

E. Appendices.

1.03 REFERENCES

A. ANSI/AWWA C104/A21.4, Latest Revision - Cement mortar lining for ductile iron pipe and fittings for water.

B. ANSI/AWWA C110/A21.10, Latest Revision - Ductile Iron and grey iron fittings three (3) inch through 48 inch for water and other liquids.

C. ANSI/AWWA C111/A21.11, Latest Revision - Rubber gasket joints for ductile iron and grey iron pressure pipe and fittings.

D. ANSI/AWWA C600, Latest Revision - Installation of Ductile Iron water mains and appurtenances.

E. ANSI/AWWA C153/A21.53, Latest Revision – Ductile Iron Compact Fittings for Water Service.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Buried Fittings (4 inches and larger)

1. Mechanical joint fittings to be Compact Ductile Iron (AWWA C-153 only). Buried flange fittings shall have the same interior and exterior coatings as buried mechanical joint fittings.
2. Exterior of below grade fittings shall have factory applied bituminous coating, coal tar varnish or asphalt base paint, minimum one-mil thick.
3. Interior of fittings shall be lined with Protecto-401, Induron Ceramapure PL-90 Ceramic Epoxy Lining (40 mils DFT, minimum), or an equal lining system compatible with RO concentrate water quality.
4. CONTRACTOR shall submit a Certificate of Quality Assurance Form from the pipe supplier who applied the coating system that notes, at a minimum, the surface preparation, the DFT in mils of the first and second coat, the final DFT in mils, and proof of holiday testing at 2,000 Volts minimum.

B. Stainless Steel Piping (ANSI / ASTM A312, Schedule 10A, 10, 40)

1. Stainless steel pipe shall be 316 stainless steel and shall be pickled and passivated on both the exterior and interior of the piping.
2. Stainless steel pipe shall conform to ASTM A 312, Austenitic steel pipe, welded, seamless, grade TP 316L.
3. Size shall be nominal pipe size (NPS) designation as shown with schedule 40-wall thickness as indicated on the drawings, or specified herein.
4. Pipe flanges and fittings to meet ASME B16.5-1996.
5. Flanges to be Class 150, raised face, serrated finish, forged A182 Grade F316L, slip on type. Dimensions shall meet ANSI/ASME B16.5-1996.
6. Flange bolts and nuts shall be ASTM A193 and ASTM A194, Type 316, respectively. Never seize, NSF 61 anti-galling compound, shall be used on all stainless steel threaded fasteners. Flange gaskets shall be full faced, elastomeric type rubber (EPDM), and meet the requirements of ANSI / AWWA C207.
7. Stainless steel tubing for sizes 1-inch and smaller shall be seamless austenitic stainless, grade TP 316L conforming to ASTM MA-632. The interior and exterior shall be pickled and passivated. Furnish Swagelok 316 Stainless compression fittings, or equal.
8. After all fabrication is completed, all pipe spools shall be pickled and passivated by complete immersion in a solution containing 3-percent hydrofluoric and 6-percent to 10-percent nitric acid with the balance of water and then followed by a fresh water rinse bath. All pipe spools shall be free of surface iron and have a uniform 2D finish throughout upon completion of this process. All openings shall be capped after the pickling / passivating process to protect the inside of the spools from debris and dirt.
9. Welding in the field is not allowed.
10. Pipe and fittings shall be as manufactured by Aerex Industries, Fort Pierce, Florida; Douglas Brothers, Savannah, Georgia; or Felker Brothers, Marshfield, Wisconsin; or approved equal.

C. Valve Boxes

1. All buried valves shall have cast iron two (2) piece valve boxes with cast iron covers.
2. Valve boxes shall be provided with suitable heavy bonnets and will extend to an elevation at or slightly above the finished grade surface as directed by the CONSULTANT.
3. The barrel shall be two (2) or three (3) piece, screw type, having a 5¼ inch shaft diameter.
4. Covers shall have "Water" or "Sewer", as appropriate, cast into the top.
5. All valves shall have actuating nuts extended to within twenty-four inches of the top of valve box cover.

D. Above-Grade Air/Vacuum Valves

1. The combination air relief valves shall be installed as shown on the drawings and shall be the automatic type.
2. The air release combination valves shall have all 316L construction with a high density polyethylene float. The O-rings shall be Buna-N.
3. Combination air relief valves shall have flanged inlet/outlet and shall meet requirements of AWWA C512.
4. Combination air valves shall be automatic float operated valves designed to exhaust large quantities of air during the filling of a piping system and close upon liquid entry. The valves shall open during draining or if a negative pressure occurs. The valve shall also release accumulated air from a piping system while the system is in operation and under pressure. The valve shall perform the functions of both air release and air/vacuum valves and furnished in a single body.
5. A regulated exhaust device shall be provided on combination air valves to reduce pressure surges.
6. Air release valves and combination valves shall be manufactured by Vent-Tech SWG-C, or approved equal.

E. Resilient Seat Gate Valves

1. Gate valves, unless otherwise specified or approved, shall be ductile iron body, resilient seat gate valves with mechanical joints conforming to the AWWA standard specifications for gate valves for ordinary wastewater works service, designation C509, in so far as applicable. Wedge material to be EPDM. EPDM to be clearly stamped on wedge.
2. Gate valves smaller than 3-inches in diameter shall be 316 stainless steel and suitable for the service required.
3. Gate valves shall be non-rising stem type with 316 SS stem.
4. Face to face dimension shall conform to ANSI standard face-to-face and end-to-end dimensions of ferrous valves, (ANSI B16.10).
5. Hand wheels or chain wheels shall be turned counterclockwise to open the valves. Hand wheels shall be of ample size and shall have an arrow and the word "open" cast thereon to indicate the direction of opening.
6. All internal/external bolting material/hardware shall be 316 Stainless Steel.
7. Gaskets shall be O-ring seals and have a permanently lubricated thrust collar sealed with an O-ring above and below.
8. Valves shall be suitable for abovegrade service and be designed for 150 psi working pressure.

9. Valves shall be manufactured by AVK, Mueller Model 2360, American Flow Control 2500-1, Davis Valve, Williams Valve Corp., or approved equal.

F. OS&Y Gate Valves

1. The OS&Y gate valve shall be bi-directional, Class 150 rated for intended service, with rising stem.
2. Gate valves, unless otherwise specified or approved, shall be ductile iron body, resilient seat gate valves with flange joints conforming to the AWWA standard specifications for gate valves for ordinary wastewater works service, designation C509, in so far as applicable. Wedge material to be EPDM. EPDM to be clearly stamped on wedge.
3. Stem and all hardware shall be 316 SS.
4. Valves shall have all internal and external ferrous surfaces coated with a fusion bonded thermosetting powder epoxy coating of 10 mils nominal thickness. The coating shall conform to AWWA C550.
5. Hand wheels or chain wheels shall be turned counterclockwise to open the valves. Hand wheels shall be of ample size and shall have an arrow and the word "open" cast thereon to indicate the direction of opening.
6. The OS&Y gate valves shall be manufactured by AVK, Mueller Model 2360, American Flow Control 2500-1, Davis Valve, Williams Valve Corp., or approved equal.

G. Butterfly Valves

1. Butterfly valve shall be flanged AWWA butterfly valves. All valves shall be suitable for use with ANSI class 125 or 150 flanges. Valve shall provide bi-directional drip-tight shut-off at 200 psi with 316 SS disc and shaft.
2. Body shall be ductile iron.
3. Discs shall be offset to provide an uninterrupted 360-degree seating edge and shall be 316 SS. The disc and shaft connection shall be splined.
4. EPDM seats shall fully line the valve body and be permanently bonded. Seats shall have integral flange seals so flange gaskets are not required.
5. Shafts shall be one (1) piece 316 Stainless Steel. Shaft diameters shall meet the AWWA C504, class 75B standard. Multiple shaft seals shall be provided to prevent leakage.
6. Three (3) shaft bearings made of heavy-duty aluminum bronze shall be provided to ensure smooth, reliable valve operation.
7. A hand-wheel actuator shall be provided and shall have adjustable open and closed position stops. Operating shaft to be supported axially and radially at the input end by permanently lubricated thrust and bearing sleeves.
8. A two (2) year warranty shall be provided for all valves and actuators.
9. All hardware shall be 316 SS.
10. Butterfly valves shall be as manufactured by Pratt, Bray, Jamesbury, Keystone Valves, or approved equal.

H. Restrained Mechanical Joint Devices

1. Restrained mechanical joint devices for nominal pipe sizes 3 inch through 48 inch shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. Restraint devices shall be Listed by Underwriters Laboratories (3 inch through 24 inch size) and Approved by Factory Mutual (3 inch through 12 inch size).

2. Restraints shall be made of ASTM A536 ductile iron. Fasteners shall be Cor-Ten steel painted in accordance the Authority's specifications. Fasteners at the wellhead shall be 316 stainless steel.
3. Restrained mechanical joint glands shall be Megalugs as manufactured by EBAA Iron or One Loks as manufactured by Sigma.

I. Floor Drains

1. Floor drain shall be cast iron, two-piece body with double drainage flange and ½" primer tap, invertible flashing collar, weepholes, bottom outlet connection and adjustable strainer.
2. Floor drains shall be as manufactured by JOSAM Series 30000-A or approved equal.

J. Ball Valves

1. The ball valves shall be threaded with female NPT inlet/outlet connections and constructed of 316 stainless steel, including the handle, stem, stem nuts, washers, stop plate, body, and ball. The nuts and bolts shall also be 316 stainless steel. The lever and grip shall be 316 stainless steel with a vinyl cover.
2. Ball valves shall be full-port and designed for a pressure not less than 150 psi.
3. Ball valves shall be Apollo 96-100 series, FNW 200A series, or OWNER approved equal.

K. Pressure Gauges

1. The pressure gauge shall be constructed of 316 stainless steel with a solid front conforming to ASME B 40.1, Grade 1A. The gauge shall be glycerin filled with a min. four-inch (4") face and ¼-inch bottom port.
2. The pressure gauge shall be 0 – 150 psi manufactured by Ashcroft, Model 1109, or approved equal.

L. Pipe Supports

1. Floor supported pipe three inches (3") and larger in diameter shall be supported by adjustable saddle supports as directed by the CONSULTANT.
2. Each adjustable pipe saddle support shall be screwed on welded to the corresponding size 150-pound companion flange or slip-on welding flanges, respectively. Supporting pipe shall be of Schedule 40 steel pipe construction.
3. Each flange shall be secured to the concrete floor by a minimum of four (4) expansion bolts per flange. Adjustable saddle supports shall be equal to Grinnell Fig. No. 264. Where used under base fittings, a suitable flange shall be substituted for the saddle.

M. Diaphragm Seals

1. Units shall be Ashcroft or OWNER approved equal.
2. Units shall be 316 stainless steel silicone factory filled and connected to instrumentation for all non-clean wastewater applications.

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 02700 - WELL CONSTRUCTION SEQUENCE

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This section describes the sequence of work to complete the construction and testing of one Class I injection well (IW-2) and four (4) Surficial aquifer water table monitor wells. It also includes annular pressure testing and injection testing of existing Class I injection well IW-1. The work sequence of all civil, mechanical, electrical and instrumentation is covered in other sections and in the Contract Drawings. Detailed descriptions of work items that are listed in this section are provided in other sections. All work shall be performed by the CONTRACTOR unless otherwise specified.

1.2 SUBMITTALS

A. Provide detailed construction schedule prior to the commencement of any site work.

B. Provide preconstruction video of site prior to mobilization and any site activity.

C. Provide proposed daily log form.

D. Provide completed daily log forms daily and scanned and compiled daily logs weekly.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 GENERAL SEQUENCE

A. Provide all necessary submittals that are required prior to drilling startup; including submittals noted in the Contract and submittals required by permit.

B. Prepare site and mobilize equipment.

C. Install all necessary equipment and provisions to mitigate noise, lighting and vibration.

D. Install and sample water table pad monitor wells.

E. Set pit pipe (CONTRACTOR’s Option).

F. Provide elevations of IW-2 temporary containment pad (at the location of IW-2) and top of casings of pad wells (NAVD 1988).

G. Construct and test IW-2. Refer to Part 3.2 in this section for a detailed work sequence.

H. Perform annular pressure testing of IW-1.

I. Perform short term injection test of IW-2 and IW-1.

J. Complete IW-2 wellhead, permanent concrete pad, piping, valves, electrical, instrumentation

and all other appurtenances necessary to complete IW-2.

K. Provide all post construction submittals including as-built drawings.

L. Demobilize equipment and restore site.

N. The CONTRACTOR is advised that this is a test-injection well program and that the depths specified are approximate. Also, the sequence of testing such as coring, geophysical logging, and injection testing described in this outline may be changed in order of occurrence, or deleted, and additional testing may be required.

3.2 INJECTION WELL IW-2 CONSTRUCTION SEQUENCE

A. CONTRACTOR's Option: Install pit casing. Casing must be of sufficient diameter to accommodate a drill bit and assembly able to drill a nominal 64-diameter borehole. Collect drill cuttings every 10 feet.

B. Drill nominal 64-inch diameter borehole to approximately 195 feet below pad level (bpl). Collect drill cuttings every 10 feet. Conduct inclination surveys at intervals no greater than 90 feet. Perform caliper and gamma-ray logging upon completion.

C. Set and cement 58-inch outside diameter (O.D.) steel conductor casing to approximately 190 feet bpl. Perform cement-top temperature logging after each stage of cement (until cement is observed at pad level).

D. Drill nominal 58-inch diameter borehole from the base of the conductor casing to approximately 665 feet bpl. Collect drill cuttings every 10 feet. Conduct inclination surveys at intervals no greater than 90 feet. Perform caliper, gamma-ray and dual induction logging upon completion.

E. Set and cement 48-inch O.D. steel surface casing to approximately 660 feet bpl. Perform cement-top temperature logging after each stage of cement (until cement is observed at pad level).

F. Switch from mud-rotary to reverse-air, closed-circulation drilling method.

G. Drill nominal 12-inch diameter pilot hole from the base of the surface casing to approximately 1,700 feet bpl. Collect drill cuttings every 10 feet. Collect water-quality samples at intervals no greater than 90 feet. Conduct inclination surveys at intervals no greater than 90 feet.

H. Perform suite of geophysical logs under static and dynamic conditions from base of surface casing to total depth.

I. Perform up to three (3) packer-pumping tests as directed by the CONSULTANT.

J. Cement back the pilot hole to within 150 feet or less of the base of the surface casing.

K. Ream nominal 48-inch diameter borehole from the base of the surface casing to approximately 1,605 feet bpl. Conduct inclination surveys at intervals no greater than 90 feet. Perform caliper logging upon completion.

L. Set and cement 40-inch O.D. steel intermediate casing to approximately 1,600 feet bpl. Perform cement-top temperature logging after each stage of cement (until cement is observed at pad level).

M. Drill nominal 12-inch diameter pilot hole from the base of the intermediate casing to approximately 3,500 feet bpl. Collect drill cuttings every 10 feet. Collect water-quality samples at intervals no greater than 90 feet to a depth not less than 2,700 feet bpl. Collect up to eight (8) rock cores during drilling. Conduct inclination surveys at intervals no greater than 90 feet to a depth not less than 2,700 feet bpl.

N. Perform geophysical logging under static and dynamic conditions from the base of the intermediate casing to total depth.

O. Perform up to eight (8) packer-pumping tests as directed by the CONSULTANT.

P. Install a cement bridge plug near the top of the injection zone (approximately 2,600 feet bpl).

Q. Cement back the pilot hole from the bridge plug to within 150 feet or less from the base of the intermediate casing.

R. Ream nominal 40-inch diameter borehole from the base of the intermediate casing to approximately 2,605 feet bpl. Conduct inclination surveys at intervals no greater than 90 feet. Perform caliper logging upon completion.

S. Set 30-inch O.D. steel final casing to approximately 2,600 feet bpl. Cement in place from the base of the final casing to approximately 500 feet bpl. Perform cement-top temperature logging after each stage of cement.

T. Perform hydrostatic pressure test of final casing. CONTRACTOR may elect to perform hydrostatic pressure testing after completion of reaming the 30-inch diameter borehole to approximately 3,500 feet bpl (step U., below).

U. Ream nominal 30-inch diameter borehole from the base of the final casing to approximately 3,500 feet bpl. Perform caliper logging upon completion.

V. Perform a cement bond log in the final casing. Cement bond tool shall have receivers that are spaced 5 feet and 7 feet from the transmitter unless approved otherwise by the CONSULTANT. Perform downhole video survey from pad level to total depth.

W. Cement remaining 500 feet of the final casing. Perform cement-top temperature logging after each stage of cement (until cement is observed at pad level).

X. Develop the injection well and zone and collect final background water sample.

Y. Conduct background temperature and gamma-ray logging and then conduct radioactive tracer survey (RTS).

3.3 INJECTION WELL IW-1 TESTING

A. Perform annular pressure testing of IW-1.

B. Perform short-term injection testing of IW-1.

3.4 FDEP APPROVALS DURING CONSTRUCTION

A. During the construction and testing of IW-2, FDEP approval is required prior to proceeding with stages of the Work as follows:

1. Prior to cementing back the pilot hole drilled to near the surface casing (step 3.2.J.), FDEP's approval of the intermediate casing setting depth is required.

2. Prior to cementing back the pilot hole from the cement bridge plug to near the base of the intermediate casing (step 3.2.Q.), FDEP's approval of the final casing setting depth is required.

3. FDEP's approval is required prior to injection testing (after mechanical integrity testing is performed). FDEP shall be provided adequate notification to witness mechanical integrity testing (i.e. pressure testing and RTS testing).

4. FDEP's approval is required prior to plugging and abandoning the water-table pad monitor wells.

B. No standby time shall be paid for any time awaiting FDEP approvals relating to the requirements of the FDEP UIC construction permit.

3.5 DAILY LOGS

A. The CONTRACTOR shall maintain a detailed daily log of the drilling and testing operations (those both on and off the rig) during the construction of the injection well and monitor well.

B. The daily log forms shall be approved by the CONSULTANT prior to commencing work activities. A form shall be provided for each work shift.

C. A copy of each daily log shall be submitted to the CONSULTANT (or CONSULTANT's representative) on a daily basis. If requested by the CONSULTANT, a scanned copy of the combined logs for each week shall be emailed to the CONSULTANT each Monday by 12:00 (noon). The scanned copy shall be legible as determined by the CONSULTANT. The scanned copy shall include all logs (for all work shifts) for the previous week. For purposes of the daily logs, a work week begins on Monday at 7 a.m.

D. The daily logs shall provide a brief description of all formations encountered, footage and size of holes drilled, depths and sizes of all casings installed in the wells, fluid losses, material quantities used (including salt onsite and salt used in wells), complete record of drilling fluids and drilling fluid additives, water-level changes, cementing operations, repair time, names of work crew and other pertinent data as may be required by the CONSULTANT.

E. The CONTRACTOR must maintain an accurate tally of all material that is inserted in the well. This includes, but not limited to, drill bits and bottom-hole assemblies, drill pipe, cement pipe, airline tubing, work pipe, pipe for packer testing, and casings. The tallies shall include the length and diameters (inside and outside) and other dimensions of each section

inserted and a cumulative length of the “string”. The tally shall include the date the tally was generated. The CONTRACTOR shall provide a copy of each tally and any associated sketches or drawings to the onsite CONSULTANT prior to installation of each “string”.

END OF SECTION

SECTION 02740 – DRILLING AND CORING

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This section covers the work, materials, and equipment necessary for drilling and testing Injection Well IW-2 at the Port St. Lucie Glades Wastewater Treatment Facility (WWTF).

1.2 SUBMITTALS

A. Submit list of all drilling additives intended for use on this project.

B. Submit site plan that includes location of drill rigs, cementer, cement silo, construction trailers, generators, MCC, electric sub-station (for electric rig), storage tanks, mud system, work crew parking, fencing, laydown area for casing and drill pipe, location of pad monitor wells, and ingress and egress. Site plan must be approved prior to mobilization.

C. Provide confirmatory written documentation from American Petroleum Institute (API) of proposed drill rig hook load capacity if requested by CONSULTANT.

D. Submit details of circulation plan for closed-circulation system.

E. Submit details of certified temporary containment pad.

F. Submit proposed disposal site for cuttings and fluids. CONTRACTOR is responsible for obtaining approval from appropriate regulatory authorities.

G. Provide drilling data (geolograph data) upon completion of each borehole.

H. Submit details of inclination survey tool.

I. Provide sure-shot discs or equal of every inclination survey performed. CONTRACTOR shall include the well identification, depth, date and time for each survey.

J. Provide proposed certified laboratory for analyzing water quality samples.

K. Provide proposed certified laboratory for analyzing core samples.

L. Submit detailed plans to mitigate the construction noise impacts and comply with the noise criteria specified herein, including the method of construction, and the equipment to be used.

M. Submit vibration and sound compliance plan for approval prior to drilling activities.

N. Provide well completion report for IW-2.

O. Provide proof that survey of IW-2 has been recorded at the St. Lucie County courthouse.

1.3 LOCAL GEOLOGIC CONDITIONS

A. It is anticipated that the boreholes will intersect beds of unconsolidated sand and shell and little limestone to a depth of approximately 190 feet below drilling pad level (bpl). Below this depth, clay and marl with varying amounts of sand, limestone and shell may be present to a depth of approximately 660 feet bpl. Below 660 feet bpl, permeable zones containing brackish water under artesian pressure and flowing conditions may be present. It is intended that the surface casings will case off the portion of the Hawthorn Group where squeezing clays are present. Interbedded layers of limestone and dolomite also are present and cavities may be encountered, with the possibility of associated lost-circulation and formation-caving problems.

B. Information regarding subsurface conditions is intended to assist the CONTRACTOR in preparing his proposal. The OWNER or CONSULTANT does not guarantee its accuracy or that it is necessarily indicative of conditions to be encountered in drilling the well.

C. It is the CONTRACTOR's responsibility to satisfy himself regarding all local conditions affecting his work by personal investigation and neither the information on local geology, nor that derived from maps or plans, nor from the OWNER or his agents or employees shall act to relieve the CONTRACTOR of any responsibility hereunder or from fulfilling any and all terms and requirements of the Contract and Technical Specifications.

1.4 DEPTH REFERENCES

A. All depth references for the drilling and logging operations shall be made to the drilling pad level. The drilling pad level shall be surveyed referenced to North American Vertical Datum (NAVD) adjustment of 1988. The drilling pad and all other surveyed measurement points for the proposed wells shall be professionally surveyed and certified, by a Florida-licensed Land Surveyor, prior to the onset of drilling activities.

B. A permanent concrete pad shall be constructed at the injection well upon completion of IW-2. The permanent concrete pad shall be constructed according to the attached plans and specifications. Upon completion of the pad, the well location and elevation shall be surveyed and a benchmark shall be installed on the finished, reinforced concrete pad.

C. The CONTRACTOR shall provide an as-built survey of the injection well system upon completion of construction and testing of IW-2. The CONTRACTOR shall provide proof that the existence of IW-2 has been recorded on the surveyor's plan at the County courthouse.

PART 2 – PRODUCTS

2.1 DRILLING EQUIPMENT

A. All equipment shall be in good working condition and suitable for the proposed work. Prior to mobilization, a list of drilling equipment to be used on the project is to be submitted to the CONSULTANT. The CONTRACTOR shall provide assurances that he has the proper equipment to adequately complete the project and overcome possible complications.

B. No unnecessary delays or work stoppages will be tolerated because of equipment

failure. Equipment failure shall not be considered a valid reason for extending the length of the Contract. The CONTRACTOR shall be held responsible and payment may be withheld for damages to the well due to any cause of negligence, faulty operation, or equipment failure.

C. The CONTRACTOR shall provide and operate a drilling rig capable of handling 1.5 times the maximum static hook load capacity, as defined by the American Petroleum Institute (API), that will be placed upon the rig's drilling and supporting equipment. Confirmatory written documentation shall be provided by API upon request. If conditions develop in the field that prove the rig and supporting equipment that had been supplied by the CONTRACTOR are, in the opinion of the CONSULTANT, incapable of completing a well as specified, the CONTRACTOR shall be required to provide a more suitable rig with the necessary capacity at his own cost.

D. The OWNER shall reserve the right to inspect the equipment of each CONTRACTOR submitting a bid as a part of the evaluation of bids.

E. The CONTRACTOR shall provide all tools, bits, and all other necessary equipment for drilling. A portion of the drilling scope shall be performed under artesian aquifer conditions and the water level is above land surface. A rotating head assembly, that makes a watertight connection between the drill string and the construction wellhead shall be used at all times during drilling in the Floridan Aquifer.

F. Geolograph: The drilling rig(s) shall be equipped with a geolograph or an approved equal recording system capable of recording drilling time, depth and weight of the tool string. This information shall be recorded continuously by the CONTRACTOR and records or copies furnished to the CONSULTANT upon completion of each borehole. The geolograph (or approved equal system) shall be fully functional before well drilling commences and shall continue to operate and record during all drilling, reaming, cementing, and runs into the well with drill bits or casing.

G. Drilling equipment shall be capable of performing mud rotary and reverse air drilling methods, in accordance with API Bulletin D-10, within the established time of construction.

H. All equipment shall be in accordance with local noise ordinances and OWNERS requirements for the applicable working hours. The CONTRACTOR shall be required to keep within noise requirements during all phases of the work. This shall include use of hospital-grade mufflers on equipment (as appropriate) to comply. Noise abatement shall require an acoustical sound barrier wall, electric drilling rigs, enclosures and other means to minimize noise. Noise control and compliance are the sole responsibility of the CONTRACTOR.

I. The CONTRACTOR shall plan and execute construction activities by methods to control vibration to prevent damage to surrounding foundations, structures, and buildings.

2.2 CONTAINMENT AND CIRCULATION SYSTEM

A. The CONTRACTOR shall provide a temporary containment pad installed for IW-2 in accordance with FDEP requirements. The CONTRACTOR shall construct a minimum two-foot-high wall or curb to contain spills of water and drilling fluid (including a method

to return them to the closed-circulation system). The CONTRACTOR shall submit complete construction details and design calculations including load requirements certified by a professional engineer licensed in the state of Florida and receive acceptance by the Engineer and FDEP, before beginning construction.

B. Drilling shall be accomplished using a close-circulation system designed and constructed so that under no conditions shall there be an overflow. The CONTRACTOR shall be required to take all necessary steps to prevent accidental spillages from occurring. Tanks for the circulation system shall be leak-proof. The CONTRACTOR shall submit plans for the circulation system to the CONSULTANT for approval. In no case shall a system capable of storing less than approximately 9,360 cubic feet (70,000 gallons) of fluids and cuttings be considered. Written approval from the CONSULTANT shall be required before the CONTRACTOR is allowed to commence drilling.

PART 3 – EXECUTION

3.1 DRILLING

A. The conventional mud-rotary method shall be employed for all drilling through the setting of the surface casing for IW-2.

B. The CONTRACTOR shall provide high-yield, fine-grained sodium bentonite (manufactured by Baroid Industrial Drilling Products or approved equivalent) during mud rotary drilling operations meeting API Spec 13A. The CONTRACTOR shall provide all drilling fluid additives and lost circulation material, as required. Review drilling fluids and potential additives, itemize all products, and include the appropriate material safety data sheet (MSDS) to be used during the course of drilling operations. The CONTRACTOR shall submit these items to the CONSULTANT before drilling operations commence.

C. The CONTRACTOR shall maintain complete control over drilling fluid characteristics during the entire operation of well construction. If proper control of the drilling fluid is not maintained, the CONTRACTOR may be required, at the CONTRACTOR's expense, to retain or employ an experienced, qualified mud CONSULTANT on the job during all operations to supervise and maintain drilling fluid characteristics.

D. A good drilling mud-management program is essential to the proposed drilling program. Mechanical removal of solids from the drilling mud is necessary to reduce the build-up of a thick mud (over-balanced) and formation damage due to high mud invasion. As part of the solids control program, a mud cleaner (e.g., "shale shaker"), and de-silting/de-sanding cones shall be employed. Selection of appropriate screen cloth for the shale shaker shall be in accordance with API RP 13E.

E. Mud weights (lbs/gal) shall be maintained during mud rotary drilling with mud viscosity determined using a Marsh funnel. Field testing of water based drilling fluids shall conform to API RP 13B-1. Mud weight and viscosity shall be determined manually a minimum of 3 times daily and shall be recorded as part of the driller's daily log.

F. All additives shall be approved prior to use by the CONSULTANT. The following additives have been approved for similar injection well system construction projects.

1. Max Gel – a viscosifier of bentonite and extenders to increase the yield of bentonite

2. M-I Gel – a viscosifier of bentonite and extenders to increase the yield of bentonite

3. M-I Gel Supreme - a viscosifier of bentonite and extenders to increase the yield of bentonite

4. M-I Wate – a barite material used to increase the density of drilling mud

5. Penetrol Dry – a surfactant used to counteract the sticking tendencies of clay

6. Platinum D-D – a blend of surface-active agents used to counteract the sticking tendencies of clay

7. Platinum Pac UL – a water-soluble polymer designed to control fluid loss

8. Platinum Pac – a water-soluble polymer designed to control fluid loss

9. Poly-Plus LV – provides cuttings encapsulation to prevent clay cuttings from sticking together

10. Poly-Plus - provides cuttings encapsulation to prevent clay cuttings from sticking together

11. Ringfree – prevents development of drilling mud ball on the drill bit

12. Soda Ash – used to raise the pH of water prior to mixing with bentonite to improve hydration of bentonite

13. EZ-MUD GOLD: Clay and shale stabilizer, provides inhibition of clay and shale formations in water-based drilling fluids without substantially increasing viscosity.

14. QUIK-TROL® LV: modified natural cellulosic polymer, provides filtration control in most water-based drilling fluids without substantially increasing viscosity. QUIK-TROL LV, when added to a QUIK-GEL® or BORE-GEL® slurry, yields a drilling mud system suitable for drilling in sandy formation.

15. QUIK-GEL®: High-yielding Wyoming sodium bentonite. QUIK-GEL imparts viscosity, fluid loss control and gelling characteristics to freshwater-based drilling fluids.

16. SODIUM BICARBONATE: Used to raise the pH of water prior to mixing with bentonite to improve hydration of bentonite.

17. SODA ASH: Sodium carbonate primarily used to condition and soften make-up water and to raise pH.

18. SUPER GEL-X® (High Yield Bentonite): High viscosity freshwater drilling fluid produced from the highest grade Wyoming sodium bentonite that helps prevent loss circulation, removes cuttings, and stabilizes boreholes.

19. PENETROL®: Wetting agent that is a water miscible, non-ionic surfactant designed

to counteract the sticking tendencies of clay.

20. PENETROL® DRY: Surfactant that is used to assist in counteracting the sticking tendencies of encountered clay or shale during drilling operations.

21. INSTA-VIS™ PLUS: Multi-functional liquid polymer designed to improve drilling efficiency in both horizontal and vertical drilled holes through its rapid field mixing, viscosity development, and clay and shale inhibition.

22. AQUA-CLEAR® PFD: Concentrated liquid polymer dispersant provides mud and sediment removal from the producing formation and gravel pack. This product also serves as a highly effective mud thinner.

23. SENTRY® POLY-D PLUS: Low molecular weight polymer that contributes to shale inhibition, slurry viscosification, and friction reduction through its highly water-soluble profile.

24. SENTRY ® PAC Polymer: Minimizes clay hydration mechanisms on all active clay sites by adsorbing to the formation. Once deposited onto the borehole interface, a filter cake minimizes further entry of water into the clay matrix and minimizes cuttings dispersion.

25. SENTRY ® DRILLING DETERGENT: Surfactant blend formulated for use in water base muds as a lubricant and rheology stabilizer.

26. Premium Pine Shavings: Used during lost-circulation drilling conditions.

G. All drilling below the base of the surface casing (approximately 660 feet) shall be done by the reverse-air, closed-circulation method.

H. All discharge of drilling fluids and/or formation fluids shall be contained.

I. When pilot hole drilling is initiated within a casing or borehole of a larger diameter than the pilot hole drilling bit, the bit shall be centered in the casing or borehole using the reamed hole bottom hole assembly. The bottom hole assembly outer diameter shall be approximately equal to the existing casing or borehole. The centered lead hole shall have a minimum length of 5 feet.

J. During reaming operations inside any portion of a pilot hole not cemented, the CONTRACTOR must either incorporate the use of a lead bit or stinger and staged drilling assembly to facilitate the tracking of the uncemented pilot-hole interval or install a stabilizer assembly with fluted sides having the same nominal diameter as the reaming bit.

K. A closed-circulation system shall be used for the drilling fluids, employing suitable devices such as screens, shale shakers, and settling tanks to remove cuttings. There are no means of handling or disposing of drilling fluids on the site.

L. Anticipated borehole depths and diameters for the wells are depicted on the project drawings. Borehole diameters are considered nominal dimensions. The CONTRACTOR shall recommend the appropriate bit size for drilling the correct borehole

diameter. Borehole depths provided in the specifications are estimates, only; actual depths may vary and shall be determined by the CONSULTANT.

M. The CONTRACTOR shall anticipate that casing setting depths may be shallower than the total depth of the previously drilled pilot hole.

N. Boreholes shall be drilled and conditioned to permit geophysical logging and casing installation. The borehole shall be cleared of cuttings and stable to permit subsequent tasks to be completed without impairment. No additional payment will be made for re-drilling boreholes due to collapse or dredging of formation materials.

O. All drilling fluid storage tanks shall be above ground. Dug mud pits shall not be permitted. Tanks shall be of sufficient length and construction to allow settling or removal of cuttings and prevent their reintroduction to the borehole.

3.2 ALIGNMENT REQUIREMENTS

A. A priority requirement of these Specifications is the drilling of straight holes. The CONTRACTOR shall be required to perform the schedule of surveys as specified in this section. To ensure that the casing can be set to the required depths and properly cemented, all the holes shall be drilled so that they are straight. Hole straightness, which will permit setting of the casing to the required depths and providing sufficient annular space for proper cementing, and providing positive documentable assurance that the pilot hole has been wiped out by the reaming operations, shall not be sacrificed for drilling speed or any other reason.

B. During all drilling of IW-2 the CONTRACTOR shall perform inclination surveys at intervals no greater than 90 feet as the drilling and reaming progresses. These surveys shall be performed using a wire-line instrument equipped with an inclination unit having a range between 0 and 3.5 degrees of inclination from the vertical and the survey record shall be capable of being read to the nearest one tenth of one degree.

C. All holes for IW-2 shall be round, straight, and true to line. No dog-legs or departures from a straight line shall be permitted which will interfere or prevent casings from being set to their required depths.

D. The maximum allowable inclination from the vertical at any portion of a hole or survey point shall be one (1) degree; the maximum allowable difference between any two successive survey points shall be 0.5 degree. Any deviation greater than one (1) degree, or difference greater than 0.5 degree (30 minutes) between two surveys, shall be corrected by the CONTRACTOR at his own expense.

E. Should the inclination surveys or the results of the drilling of any of the pilot and/or reamed holes indicate that conditions have been or are being created that would prevent the casings from being set to their prescribed depths and properly cemented or prevent the well from being properly and successfully completed, the CONTRACTOR shall take steps to straighten the hole or correct the drift or deviation at his own expense so that casing can be installed to the prescribed depths and allow for proper cementing.

F. The equipment shall be kept on the job at all times. The costs for surveys described in this section include those required to diagnose a problem and demonstrate the

effectiveness of any remedial work or demonstrate that no problem has occurred.

G. Inclination surveys shall be performed at intervals no greater than 90 feet during all drilling events (including pilot-hole, reamed-hole and borehole drilling) above 2,700 feet bpl. Each survey shall be performed after the hole intercepts the survey depth with the least amount of over-drill as possible. Holes shall not be drilled more than 45 feet beyond each survey depth prior to performing the survey, unless otherwise approved by the CONSULTANT.

H. During the drilling operations, the CONTRACTOR shall review the results of each survey and then submit the survey to the CONSULTANT (or CONSULTANT's Representative) on the site. The CONTRACTOR shall have a qualified crew member, proficient in the interpretation of the raw data, to review the results. In the event the survey data indicates hole drift or departure in excess of the specified limits, the CONTRACTOR shall take the following steps:

1. Run additional surveys to demonstrate that the hole is within the specified limits.

2. If the instrument is indicating that the hole is not meeting the specified limits, then the CONTRACTOR shall re-ream the hole and repeat the survey. This process shall be repeated or other actions taken by the CONTRACTOR to meet the specified limits at the CONTRACTOR's expense.

I. If the CONTRACTOR feels that the instrument is in error, it shall be his responsibility to obtain a new instrument to confirm the survey data. If a new instrument requires 24 hours or less to be shipped to the site, the CONTRACTOR may, with the CONSULTANT's approval, continue the drilling operation. However, this does not relieve the CONTRACTOR of his responsibility of maintaining the hole within the specified limits. The CONTRACTOR shall bear all costs of repeated surveys, re-reaming the hole, or other steps required to meet the specified limits. No standby time will be paid for time spent during these procedures.

J. At any time during construction, the CONSULTANT may require the CONTRACTOR to demonstrate the accuracy of the survey tool. This may include placing the tool at a specified and measured angle from vertical (between 1 and 1.5 degrees), and then "shooting" a survey.

3.3 FORMATION SAMPLES

A. One (1) set of representative formation samples shall be collected by the CONTRACTOR from surface to the total depth of the well. Samples shall be taken every 10 feet and each change in formation or material type. The method must yield samples that are representative of the actual depth to which drilling has progressed.

B. Each sample shall be approximately 8 ounces and be placed in a cotton, soil sample bag, Hubco or equivalent, or as approved by the CONSULTANT. Each sample shall be labeled with the date, well identification, and depth from which the sample was taken clearly marked on the container in indelible ink. The CONTRACTOR shall store and protect the samples from damage or disturbance until they have been released to and accepted by the CONSULTANT.

C. Upon completion of drilling and upon authorization by the CONSULTANT, the CONTRACTOR shall forward one set of samples to the Florida Bureau of Geology in Tallahassee, Florida (3915 Commonwealth Boulevard, Tallahassee, FL 32399) along with any appropriate well completion reports. Prior to forwarding, the CONTRACTOR shall confirm with the Florida Bureau of Geology of the proper forms to be provided with the samples. If sample storage becomes a problem on the site, samples may be forwarded to the Florida Bureau of Geology as the work progresses with the approval of the CONSULTANT. CONTRACTOR shall provide documentation to the CONSULTANT that the samples have been received and accepted by the Florida Bureau of Geology.

3.4 REVERSE-AIR DISCHARGE WATER SAMPLES

A. The CONTRACTOR shall supply new 500 ml HDPE sample bottles and appropriate laboratory sample containers for water sampling. The CONTRACTOR shall collect water samples at intervals no greater than 90 feet to the top of the injection zone unless directed otherwise by the CONSULTANT.

B. The sample containers shall be plainly marked with the well identification and shall show the depth, date, time and sample temperature (when the sample was taken) from which (and when) they were taken.

C. The CONTRACTOR shall collect reverse-air circulation water samples and perform field water-quality analysis of temperature and conductivity. CONTRACTOR also shall collect reverse-air circulation water samples for laboratory analysis of conductivity, chloride, TKN and ammonia.

D. Appropriate sample containers shall be used, and the samples shall be immediately refrigerated or placed on ice until received by the laboratory.

E. The CONTRACTOR shall refer to Section 2700 and 02785 for additional requirements for sampling, handling and analyzing samples.

3.5 CORE COLLECTION AND TESTING

A. Cores shall be taken during the drilling of the 12-inch diameter pilot hole at discrete depths. Four-inch diameter cores, at least 10 feet long, shall be collected at depths designated by the CONSULTANT.

B. The approximate number of cores estimated for this project is provided in Section 2700.

C. A minimum 10-foot-long barrel is to be used as manufactured by the Christensen Diamond Products Company or approved equal.

D. Cores must be a minimum of 36 inches in length with one piece at least 6 inches in length and full diameter to be considered an acceptable core. Cores that do not meet these criteria will not be accepted and the CONTRACTOR will not be paid for such core.

E. The collecting of cores shall be observed by technicians from the manufacturer of the coring tool unless the CONTRACTOR can demonstrate previous successful experience.

F. Coring points shall be determined from information derived during drilling operations and

as directed by the CONSULTANT. All cores shall be stored in wooden or high-strength plastic boxes with lids, marked with the appropriate well designation, and the depth from which they are taken. Tops and bottoms of the cores are to be marked as directed by the CONSULTANT.

G. After collection, boxing, and labeling, each core shall be furnished to the CONSULTANT. The CONTRACTOR shall anticipate that the CONSULTANT will select up to three representative sections of each core on which the CONTRACTOR shall have laboratory analyses performed in order to determine vertical and horizontal hydraulic conductivity, porosity and specific gravity.

H. The CONTRACTOR shall submit the name of the laboratory for approval to the CONSULTANT before analyses. After the core-sample analytical results are received, the remaining cores shall be shipped to Florida Geological Survey.

3.6 ABANDONMENT OF WELL BY CONTRACTOR

A. Any hole in which the CONTRACTOR voluntarily stops work, and/or fails to complete in a satisfactory manner, in accordance with the regulations and/or Specifications and approved changes, shall be considered as abandoned by him.

B. If the OWNER declares the hole abandoned by the CONTRACTOR, then no payment will be made for the abandoned hole. All abandoned holes shall be properly plugged and sealed by the CONTRACTOR at his own cost in accordance with Federal, State, and local regulations.

C. All salvageable material furnished by the CONTRACTOR may be removed and remain his property. Casings may be removed only with the permission and approval of the CONSULTANT.

D. The CONTRACTOR shall submit a written plan of action for plugging and abandonment to the OWNER and the CONSULTANT. Written approval from the OWNER shall be required before the CONTRACTOR is allowed to proceed.

END OF SECTION

SECTION 02745 – WELL CASING

PART 1 – GENERAL

1.1 SCOPE OF WORK

This section covers the work, materials, and equipment necessary for furnishing and installing casing in Injection Well IW-2 at the Glades Wastewater Treatment Facility (WWTF).

1.2 SUBMITTALS

A. Provide casing mill certificates for all steel casing.

B. Provide manufacturer's specification and product data for centralizers.

C. Provide inventory of all casing and tubing stored onsite and any approved storage area. Provide separate tallies for each casing to be installed in the wells.

D. Provide list of welders the CONTRACTOR proposes to use during drilling construction and the type of welding for which each has been qualified, along with current certification documents for each welder listed.

E. Provide proposed design of "dummy" tool to verify roundness of 30-inch diameter final casing.

PART 2 – PRODUCTS

2.1 GENERAL REQUIREMENTS

A. All casings shall be new, unused and in good physical condition. Warped or damaged casing shall be rejected. The casing shall be clean and free of paint, oil, rust, scale, slag, and other material detrimental to welds and cement bonds. Casing that will not yield an acceptable cement bond as determined by the CONSULTANT shall be sandblasted (SSPC – SP-7 Finish) at the CONTRACTOR's expense.

B. The CONTRACTOR may propose to the CONSULTANT the use of thicker-walled and/or well casing of a higher grade. The CONTRACTOR may also propose the use of larger diameter casing strings. Approval of such strings by the CONSULTANT is contingent upon approval by FDEP.

C. The Contract provides an estimate of the amount of casing. The OWNER or the CONSULTANT shall determine actual lengths based on drilling results.

D. Casing mill certificates shall be submitted to the CONSULTANT by the CONTRACTOR prior to delivery of the casing to the site for approval. Casing will not be approved for installation without mill certification submittal and approval by the CONSULTANT. Heat numbers on casing joints shall be readily visible and legible or the casing will not be accepted by the CONSULTANT.

E. All steel casing sections shall be welded by certified welders. The CONTRACTOR shall

provide proof of welder's certifications to the CONSULTANT a minimum of 72 hours before any welding operations commence. The standards of the American Welding Society, Structural Welding Code (AWS D1.1) shall apply for all welded joint casing and accessories. All welds shall conform to the latest revision of ANSI B31.1.

F. The CONTRACTOR shall provide the CONSULTANT with an inventory of all casing delivered to the site and maintain a tally during installation. The tally shall include the length of each section, weight of each joint, cumulative string weight, order of installation of casing sections, and locations of centralizers.

G. Throughout each casing installation, the CONTRACTOR shall provide to the CONSULTANT the suspended casing string weight using the drill rig weight indicator.

2.2 IW-2 CASING

A. Pit Casing: The CONTRACTOR may install a pit casing with an inside diameter sufficient to accommodate a nominal 64-inch diameter borehole. The material, length and method of installation shall be at the CONTRACTOR's option subject to approval by the CONSULTANT. The CONTRACTOR shall notify CONSULTANT a minimum of 36 hours prior to installation.

B. Conductor Casing: The conductor casing shall be 58-inch outside diameter, minimum of 0.375-inch wall thickness, beveled end and shall conform to either API 5L-B, ASTM A53-B, Spiral Weld A139 Grade B, AWWA C200, or ASTM A2552 Grade 3 standards.

C. Surface Casing: The surface casing shall be 48-inch outside diameter, minimum of 0.375-inch wall thickness, beveled end and shall conform to either API 5L Grade B, ASTM A53 Grade B, Spiral Weld A139 Grade B, AWWA C200, or ASTM A2552 Grade 3 standards.

D. Intermediate Casing: The intermediate casing shall be 40-inch outside diameter, minimum of 0.375-inch wall thickness, beveled end and shall conform to either API 5L Grade B, ASTM A53 Grade B, Spiral Weld A139 Grade B, or AWWA C200 standards.

E. Final Casing: The final casing shall be 30-inch outside diameter, 0.500-inch wall thickness, beveled end and shall conform to either API 5L Grade B or ASTM A53 Grade B standards.

1. Each final casing section shall either be seamless or joined with a single continuous longitudinal welded seam. The casing section shall **not** be joined with a spiral weld.

2.3 CENTERING GUIDES

A. All steel casings shall be fitted with centralizers as approved by the CONSULTANT.

B. Centralizer material shall be steel when attached to carbon steel. The centralizers shall have a minimum thickness that equals the casing being centralized. Centralizers shall be welded.

C. Centralizers shall have a minimum width of 2 inches and extend outward from the casing a minimum of 3 inches.

D. Centralizers shall be placed at 0, 90, 180, and 270 degrees around the casing at each

position. The centralizers shall be located as follows:

1. One set within 20 feet above the bottom end of the casing.

2. Three sets spaced at 40-foot intervals above the bottom centralizer, and additional sets located at approximate intervals of 200 feet thereafter;

3. The top most centralizer set at a depth of 20 feet below pad level.

4. All centralizers shall be in precise vertical alignment, one above the other, to allow for the installation of tremie pipe in the annulus.

PART 3 – EXECUTION

3.1 GENERAL

A. Casings shall be installed as described in the specifications and drawings. Actual casing depths shall be determined by the CONSULTANT.

B. Casing failure by any means, including but not limited to: any collapse, breakage, separation, dents, tears or rips during construction that in any way impairs the use or construction of the well in the opinion of the CONSULTANT, shall be repaired or replaced at the CONTRACTOR's sole expense.

C. Casing connections shall meet manufacture specifications for water tightness. Connections shall have equal strength to the casing itself.

D. All steel casings shall have machine cut beveled ends. Beveled ends for butt welding shall conform to ASME B16.25.

E. Surfaces shall be clean and free of paint, oil, rust, scale, slag, or other deleterious material detrimental to welding.

F. Casing strings shall be straight and true of alignment to the satisfaction of the CONSULTANT. The casing shall be suspended in tension from the surface. The casings shall be lowered into the borehole open-ended and the weight of the casing shall be supported by the drilling rig.

3.2 WELDING

A. The standards of the American Welding Society, Structural Welding Code (AWS D1.1) shall apply for all welded joint casing and accessories. All welds shall conform to the latest revision of ANSI B31.1. All field joints shall be welded during installation by qualified welders in accordance with the requirements of AWWA C206.

B. All welders and welding operators shall be qualified by a qualified testing laboratory before performing any welding under this section. Qualification tests shall be in accordance with Section IX, Article III of the ASME Boiler and Pressure Vessel Code. Welders and operators shall be qualified for making groove welds in carbon steel pipe in position 6G for each welding process to be used.

C. All welded casing joints shall be made by Florida certified welders. Proof of welder's certification shall be provided prior to any welding performed.

D. Surface Preparation: Any surface defects that shall affect the weld shall be chipped or ground out.

E. There shall be a minimum of three (3) weld passes for each casing section. A power-driven wire brush shall be used to thoroughly clean each layer of weld, including the final pass.

F. Cooling Time: Welded joints shall be allowed to cool for 30 minutes before the weld is placed in contact with water or until the welded joint reaches a temperature equal to or less than 400 degrees Fahrenheit.

END OF SECTION

SECTION 02750 – BOREHOLE AND ANNULAR GROUTING

PART 1 – GENERAL

1.1 SCOPE OF WORK

This section covers the work, materials, and equipment necessary for furnishing and installing grout for Injection Well IW-2 at the Port St. Lucie Glades Wastewater Treatment Facility (WWTF).

1.2 SUBMITTALS

A. Provide data on all proposed additives and manufacturer's specifications.

B. Provide bulk cement units weight tickets for verification of cement quantities pumped.

C. During cementing, provide cement slurry weight, amount pumped and rate of pumping. Provide samples from each cement stage. The cement samples shall be submitted to the CONSULTANT as soon as they are available.

D. Provide details of bridge plug to cement back the pilot hole in IW-2.

PART 2 – PRODUCTS

2.1 GENERAL REQUIREMENTS

A. The CONTRACTOR shall furnish and install all grout and additives as specified.

B. Cement and dry additives shall be delivered to the site in their dry state and mixed with water on site. “Ready-mix”, cement mixed with water prior to delivery to the site shall not be accepted for annular grouting.

2.2 PORTLAND CEMENT

Cement grout shall be API class B Portland cement and conform to ASTM C150, Type II standards.

2.3 BENTONITE

A. Bentonite furnished for cementing shall be raw bentonite and thoroughly mixed at the ratio specified. Bentonite-cement mix ratio shall not exceed applicable regulations for cement grout.

PART 3 – EXECUTION

3.1 GENERAL

A. The CONTRACTOR is solely responsible for the successful execution of grouting. Annular grout shall be in conformance with the specifications and all applicable local and state regulations.

B. The CONTRACTOR is solely responsible for defects in the grout or grouted interval. The CONTRACTOR shall take all precautions to protect the casing from collapse or damage during grouting. Any defects in the grout job or casing damage resulting from grouting shall be corrected by the CONTRACTOR at his own expense.

C. The CONTRACTOR shall provide appropriate notice, as determined by the CONSULTANT, prior to each stage of cementing of the well to enable the CONSULTANT to observe all cementing operations.

D. All cement blends shall be approved by the CONSULTANT in advance of placement, and the CONTRACTOR shall make provisions to pump more or less cement during specific stages as directed by the CONSULTANT.

E. Neat cement only shall be used to cement the bottom 100 feet of the all casing strings (in a ratio of approximately 6 gallons of water per 94-pound sack).

F. For all other cement stages when cementing casing strings, bentonite may be used as an additive up to 6 percent by weight.

G. In lost circulation zones, Flocele and/or gilsonite may be used as necessary and as approved by the CONSULTANT. The CONSULTANT will consider the use of gravel in discreet intervals if repeated cement stages resulted in no cement lift. Gravel material shall be 1/4 to 3/8-inch in diameter, well sorted, and free of deleterious material.

H. Cement with 12-percent bentonite by weight may be used for cementing pilot holes.

I. The CONTRACTOR shall provide a pressurized mud scale for manual measurements.

J. All cement and cement additives shall be approved prior to use by the CONSULTANT. The following cement and additives have been approved for similar injection well system construction projects.

1. Portland Neat Cement (no additives): This shall be used when cementing in the bottom 100 linear feet of all casings.

2. ASTM Type I/II Portland Cement with 6 percent Bentonite Gel Additive: This will be used to cement casing (except the bottom 100 feet).

3. ASTM Type I/II Portland Cement with 12 percent Bentonite Gel Additive: This may be used to cement in a pilot hole.

4. Calcium Chloride - used to accelerate the setting time of cement

5. Sodium Gluconate – a cement additive that acts as a retardant, reducing the chance of getting a cement tremie stuck in the well

3.2 GROUTING

A. Cementing shall be performed in stages. During all stages of cementing, the CONTRACTOR shall pump a pre-flush or spacer. Cement shall be placed in such a manner that no voids shall exist between the outer well casing and formation.

B. It is the CONTRACTOR's responsibility to ensure that these operations are conducted in such a manner that the casing collapse and burst strengths (with safety factor) are not exceeded and the casings are not caused to fail. Cement shall be pumped or emplaced so that excessive pressures shall not result and affect the bond between casing and cement.

C. During cementing the final casing, when performing cement stages by the AWWA Positive Placement-Exterior Method, the interior of the final casing shall not be pressurized.

D. Cementing procedures shall be continuous for each stage after cementing begins. If loss of circulation or no return of cement is encountered, the CONSULTANT shall be notified immediately of what remedial measures are underway to re-establish the circulation and complete the cementing program according to well design and specifications.

E. The CONTRACTOR shall submit cement-mix designs to the CONSULTANT for approval, including technical specifications for the pre-flush and the cementing procedures with calculations, at least 6 hours prior to the commencement of cementing operations for each stage of each casing string. All cement blends shall be approved by the CONSULTANT in advance of placement, and the CONTRACTOR shall, upon request by the CONSULTANT, make provisions to pump more or less cement during specific stages as directed by the CONSULTANT. The CONTRACTOR also shall submit to the CONSULTANT cement records (a mill test report) for each type of cement mixture to be emplaced; the mill test report shall contain the cement slurry density, the results of chemical analysis of the cement sample and results of compressive strength tests and shall be submitted to the CONSULTANT at least 72 hours before the beginning of cementing operations.

F. During cementing the CONTRACTOR shall provide cement slurry weight data for each grouting stage. A fixed, safe, accessible location to collect samples must be provided to the satisfaction of the CONSULTANT. Samples of the cement slurry shall be collected, weighed and recorded. The correct mix ratios shall be maintained. If performed in batches, provide slurry weight and collect sample for each batch mixed. If performed in continuous mixing, provide slurry weights and collect samples at the beginning, middle, and end of pumping for each grouting stage. Cement samples shall include at least three, 2-inch cubes of each blend from each cement stage. The cement samples shall be submitted to the CONSULTANT as soon as they are available.

G. During cementing the CONTRACTOR shall provide and utilize a calibrated barrel counter to measure cement volumes installed.

H. After each stage of cementing (except when returns are observed at pad level), and before the next stage, the CONTRACTOR shall conduct a temperature log, and then shall tag the top of the cement with a collarless tremie pipe. The log shall be run at the appropriate time interval after completion of pumping, as per cementing company (industry standard) recommendations. The temperature log shall be performed between eight (8) hours and twelve (12) hours after the cement stage is complete.

I. For the casing cementing operations, the first stage of cementing on each casing shall be performed in a manner consistent with the American Water Works Association

(AWWA) Standard for Water Wells (AWWA A100), Section B.4 (or the most recent revision) by the Interior Method - Without Plug.

J. The CONTRACTOR shall wait for cement to cure for a minimum of 12 hours after the completion of each pressure-grout cementing operation before conducting a second cementing event on the same casing unless approved otherwise by CONSULTANT.

K. The CONTRACTOR shall perform cement-top temperature logs during cementing operations as required in Sections 02700 and 02755.

L. After the initial pressure-grout stage, the annular space outside of well casings shall be cemented in a manner consistent with the AWWA Standard for Water Wells (AWWA A100), Section B.3 (or the most recent revision) by the Positive Placement-Exterior Method.

M. After cementing casings except the final casing string, a minimum period of 12 hours shall elapse before drilling or any other work in the well resumes. After cementing the final casing string, a minimum period of 24 hours shall elapse before drilling or any other work in the well resumes. No standby time shall accumulate during this time period.

N. Conditions for gravel placement: CONTRACTOR shall provide cement plans to CONSULTANT for approval for each stage of cement. Cement plans shall include theoretical cement lifts based on XY caliper logging results. After performing a specific cement stage, cement-top temperature logging and a physical tag shall be performed, consistent with contract conditions. If the physical tag and cement-top temperature log show an actual cement lift less than 10% of the theoretical cement lift, the CONTRACTOR shall perform another cement stage. If the subsequent cement stage indicates an actual cement lift of less than 10% compared to the theoretical cement lift, the CONTRACTOR may request to install gravel. The size and material of the gravel shall be approved by the CONSULTANT prior to placement. The CONTRACTOR may install the approved gravel by the tremmie method. The amount of gravel shall be approved by the CONSULTANT, but shall not exceed a total of 20 contiguous vertical linear feet. After the approved amount of gravel is installed, measured in vertical feet, the CONTRACTOR shall resume with cement stages. The CONTRACTOR may again request the placement of additional gravel after two successive cement stages resulting in cement lifts less than 10% of theoretical.

3.3 PILOT HOLE BRIDGE PLUG

A. The CONTRACTOR shall install a bridge plug in the pilot hole completed below the IW-2 40-inch O.D. intermediate casing. The CONSULTANT will provide to the CONTRACTOR the depth to set the plug. The CONTRACTOR will have an opportunity to evaluate the setting depth with the CONSULTANT prior to placement.

B. The design and materials used for the bridge plug shall be provided for CONSULTANT's approval prior to placement. The CONTRACTOR also shall provide the proposed procedure for installing and setting. The design and setting of the plug shall allow the CONTRACTOR to cement back the pilot hole above the plug. The material of the plug shall allow the CONTRACTOR to drill out the plug during the reaming process.

END OF SECTION

SECTION 02755 – BOREHOLE GEOPHYSICAL AND VIDEO LOGGING

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This section covers the work, materials, and equipment necessary for performing geophysical and downhole video logging in Injection Well IW-2 at the Port St. Lucie Glades Wastewater Treatment Facility (WWTF).

1.2 SUBMITTALS

A. Provide name of survey company the CONTRACTOR proposes to use that specializes in downhole geophysical logging activities in deep well environments.

B. If the CONTRACTOR does not propose to use a subcontractor, provide a list of loggers the CONTRACTOR proposes to use during the project and resumes detailing years of applicable logging experience and qualifications for performing logging operations.

C. Provide all geophysical logs as follows:

1. Provide Log ASCII Standard (LAS) format for each log performed immediately following logging activities and prior to commencing subsequent work activities including drilling and casing installation.

2. Provide Portable Document File (PDF) format for each log performed immediately following logging activities and prior to commencing subsequent work activities including drilling and casing installation.

3. Provide three (3) paper copies for each log performed immediately following logging activities and prior to commencing subsequent work activities including drilling and casing installation.

4. Provide three (3) USB flash drives for each video survey performed immediately following logging activities and prior to commencing subsequent work activities including drilling and casing installation.

5. Provide PDF and two (2) paper copies of merged cement-top temperature logs within 24 hours following cementing operations and prior to commencing subsequent work activities.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 GENERAL

A. The CONSULTANT shall be given 12 hours' notice of the time when the survey will be run to witness the performance of the survey.

B. The CONTRACTOR shall employ the services of a qualified, experienced and approved

geophysical surveying company specializing in the operation of downhole geophysical equipment in deep well environments

C. Geophysical logging shall be performed following drilling and borehole preparation. Borehole preparation shall include but not be limited to: i) continuation of drilling fluid circulation until drill cuttings have been removed from the borehole and the fluid is uniform in the borehole; or ii) reverse air pumping until the discharge water is free of cuttings and suspended sediment.

D. The logging intervals shall be the total length of the borehole and a minimum of fifty (50) feet within casing unless otherwise directed by CONSULTANT. Each log must be run in a continuous fashion to be acceptable.

E. The CONTRACTOR shall clean the hole and rerun logs is they fail to survey within five (5) feet of the bottom of the hole, as measured by the drill bit and pipe tally.

F. Each log shall be recorded using a depth measurement that is accurate to within 0.1 foot. Each log shall be submitted with three scales of 1 inch representing 100 feet; 1 inch representing 50 feet; and 1 inch representing 20 feet.

G. Each log shall include a repeat section of not less than 50 feet. The CONTRACTOR shall select the section that will best demonstrate the logging tool can repeat the log. The CONSULTANT reserves the right to require an additional repeat section of any 50-foot borehole interval.

H. The CONSULTANT reserves the right to specify up/down hole logging speeds of surveys, but speeds shall not exceed 30 feet per minute.

3.2 DYNAMIC LOGGING

A. The CONTRACTOR shall furnish and operate the pumping equipment and appurtenances necessary to perform the dynamic logs. The CONTRACTOR shall anticipate the need to install a submersible pump to achieve the minimum pumping rates.

B. The CONTRACTOR shall perform dynamic logging at a minimum pumping rate of 350 gpm or with a minimum water level drawdown in the well of 50 feet.

C. The CONTRACTOR shall maintain the required pumping rate for a minimum of 20 minutes prior to initiating dynamic logging. The CONTRACTOR shall maintain the pumping rate throughout the logging event.

D. The CONTRACTOR shall ensure adequate storage space is available to contain the purge water during logging. Logging activities will not be sacrificed due to the CONTRACTOR’s inability to contain the purge water.

3.3 CALIPER LOGGING PRIOR TO CASING INSTALLATION

A. Caliper logging shall be performed in the reamed hole prior to installing casing. Casing installation shall be initiated with minimum delay following caliper logging and within 24 hours from completion of logging.

B. If a caliper survey shows the hole to be less than the specified diameter at any location, the hole shall be re-reamed and re-logged at the CONTRACTOR's cost.

3.4 CEMENT-TOP TEMPERATURE AND CEMENT BOND LOGGING

A. After each stage of cement where a minimum of twenty (20) barrels of cement were pumped, the CONTRACTOR shall perform a temperature log.

B. The temperature log shall be performed between eight (8) hours and twelve (12) hours after the cement stage is complete.

C. The logger, qualified in interpreting cement-top temperature logs, shall provide the approximate top of cement based on the logging results. The CONTRACTOR shall then physically tag the top of cement with tremie pipe and immediately report the tag depth to the CONSULTANT.

D. If the estimated top of cement from the temperature log and the physical tag depth are significantly different, as determined by the CONSULTANT, the CONTRACTOR shall propose a plan to confirm the top of cement depth for the CONSULTANT's approval. The CONSULTANT reserves the right to require the CONTRACTOR, at his expense, to remove the tremie pipe from the casing annulus to verify that the pipe tally is accurate.

E. Cement-top temperature logs are not required after cement stages where cement returns are observed at pad level. A temperature log is not required after the cement stage in IW-2 where the top of cement is approximately 500 feet from pad level and a cement-bond log is performed.

F. The tool for cement bond logging in the 30-inch final casing of DIW-2 shall have receivers spaced 5 feet and 7 feet from the transmitter unless prior approval to use a tool with a different configuration is provided by the CONSULTANT.

3.5 VIDEO SURVEYS

A. Downhole video surveys shall be performed as indicated in the geophysical logging schedule provided in this section.

B. It is the CONTRACTOR's responsibility to ensure that the well column and borehole fluid is of sufficient clarity (as determined by the CONSULTANT) to allow each video survey to be conducted. The means and methods of obtaining a clear television image of the pilot-hole section are at the discretion of the CONTRACTOR, subject to good construction practices and existing regulations. The CONTRACTOR shall anticipate and allocate a sufficient period of time to achieve the water clarity necessary to obtain a video survey.

C. Alternative methods of imaging the pilot-hole section may be proposed for CONSULTANT's approval. This may include a borehole televiewer.

D. The video camera shall be color and capable of 360-degree movement; be controlled by the logging technician; be independent of the camera body; have side-view and focus capability.

E. The video camera shall be centralized in the borehole. The centralizers shall self-adjust to different casing and hole sizes as necessary.

F. The video shall continuously display the depth referenced from pad level.

G. The video camera shall be lowered at a rate specified by the CONSULTANT. It is anticipated that a logging rate of between 20 and 25 feet per minute will meet this requirement. The CONTRACTOR shall anticipate that the CONSULTANT may require viewing multiple intervals of the borehole (or cased hole) using the side-view lens.

3.6 GEOPHYSICAL LOGGING SCHEDULE

A. The following geophysical and video logs shall be performed in IW-2 (next page)

IW-2 Logging Phase	Total Logged Depth (ft bpl)	Logging Performed in IW-2
64-inch reamed hole prior to setting 58-inch conductor casing	195	XY Caliper, Gamma-ray
During cementing of 58-inch conductor casing	190	Cement-top Temperature
58-inch borehole from base of conductor casing to approximate setting depth of surface casing	665	XY Caliper, Gamma-ray, Dual Induction
During cementing of 48-inch surface casing	660	Cement-top Temperature
Pilot hole from base of surface casing to approximate 1,700 feet	1,700	**Static Logs**: XY Caliper, Gamma-ray, Dual Induction, Borehole Compensated Sonic w/ VDL, Temperature, Fluid Conductivity, Flowmeter, Borehole Televiewer, log-derived TDS
		Dynamic Logs: Temperature, Fluid Resistivity, Flowmeter
48-inch reamed hole prior to setting 40-inch intermediate casing	1,605	XY Caliper
During cementing of 40-inch intermediate casing	1,600	Cement-top Temperature
Pilot hole from intermediate casing through injection zone	3,500	**Static Logs**: XY Caliper, Gamma-ray, Dual Induction, Borehole Compensated Sonic w/ VDL, Temperature, Fluid Conductivity, Flowmeter, Borehole Televiewer, log-derived TDS
		Dynamic Logs: Temperature, Fluid Resistivity, Flowmeter
After reaming 40-inch borehole to final casing setting depth (top of injection zone)	2,605	XY Caliper
During cementing of 30-inch final casing	2,600	Cement-top Temperature
After cementing 30-inch final casing	2,600	Modified Cement-Bond
After reaming 30-inch borehole to total open hole depth	3,500	XY Caliper, Video, Pressure Test, Background Gamma-ray, Background Temperature, Radioactive Tracer Survey

END OF SECTION

SECTION 02760 – INFLATABLE PACKER TESTING

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. This section covers the work, materials, and equipment necessary for performing inflatable packer testing in Injection Well IW-2 at the Port St. Lucie Glades Wastewater Treatment Facility (WWTF).

1.2 SUBMITTALS

A. Provide calibration certificates of flowmeters for use during testing. Meters shall have been calibrated within six (6) months from the time of each test. The CONTRACTOR shall assume that multiple meters will be necessary to accurately measure the rates from the different tests.

B. Provide diagram of proposed packer assemblies for both single packer and straddle-packer testing. The diagram shall include the diameters with the assembly deflated and the maximum diameters with the assembly safely inflated. The diagram also shall include the minimum length between the centerlines of the straddle packer assembly.

C. Provide specifications of the pressure/water-level transducers to be used for both inside and outside the drill string. The manufacturer, model number, and pressure rating of the transducers shall be included.

D. Provide all data from transducers from each test in Excel format and provide all manual data collected by the CONTRACTOR (including packer pressures, flow rates and totalizer readings). Data shall be accepted by the CONSULTANT prior to deflating packers for each test.

E. Provide proposed certified laboratory for analyzing packer test water quality samples.

F. Provide laboratory reports from each packer test. CONTRACTOR shall assume that CONSULTANT will not submit casing setting requests to FDEP until all lab reports are received.

PART 2 – PRODUCTS

2.1 GENERAL

A. Furnish and install a dual-seal, open-hole packer, as manufactured by Baker, TAM J, Baski, or appoved equal, of a diameter appropriate for the size of hole drilled. Large diameter packer or packer sleeves may be necessary to test large diameter portions of the borehole.

B. The pipe used between the inflatable packers shall consist of appropriate diameter steel pipe or tubing. The pipe/tubing shall be uniformly slotted; the slots shall be distributed near the top, middle, and bottom of the pipe/tubing with the slotted openings occupying at least 25 percent of the surface area.

C. Provide water level or pressure transducers and data logger manufactured by Insitu™ or approved equal. The transducers shall have an appropriate range and accuracy for the well as approved by the CONSULTANT prior to testing.

D. Pressure transducers shall be placed inside the drill pipe just above the pump and in the annulus with at least 50 feet of submergence. The recorded data-logger data must be able to be viewed during testing.

E. The pressure transducers shall be calibrated in the well on the day that it is installed for monitoring the tests. The transducer pressure measurement shall be plotted against depth and a correction formula determined, if deemed necessary by the CONSULTANT.

F. The CONTRACTOR shall be responsible for providing appropriate-sized submersible pumps necessary to successfully complete each packer pumping test. The pump(s) shall have the capability of pumping at constant rates from 0.5 to 100 gpm at a total head up to 200 feet.

PART 3 – EXECUTION

3.1 GENERAL

A. The CONTRACTOR shall conduct inflatable packer-type tests as described in Section 2700 and as directed by the CONSULTANT. The CONTRACTOR may be required to perform single-packer borehole pumping tests or straddle-packer pumping tests as specified in these Specifications at the discretion of the CONSULTANT. The packer tests shall be conducted such that hydrologic properties of the formation can be determined and a representative water sample can be collected for analysis.

B. For all packer tests, the uppermost 270 feet of work pipe shall consist of drill pipe with a minimum 6-inch inside diameter to facilitate the installation of an appropriate submersible electric pump. The pump shall be set at a depth of approximately 250 feet (or greater) below pad level.

C. The internal surfaces of the drill pipe, casings and other fittings used for the packer tests shall be free of rust, scale and other materials that could be dislodged and interfere with the results of a test. The CONTRACTOR shall ensure the stand pipe and joints do not leak during testing operations.

D. The CONTRACTOR shall provide, install and operate pressure transducers and data loggers capable of measuring changes in water level to an agreed accuracy as required by the CONSULTANT for the intervals both below and above the upper packer. The CONTRACTOR shall provide a means to monitor the packer seal, by water-level measurements of the work (drop) pipe annulus, using an electronic probe/transducer and computerized data logger.

E. The CONTRACTOR shall furnish and install in the pipeline within 30 feet of the well to be pumped, a flowmeter capable of recording instantaneous flow rates and totalizing flow. The flow meter shall have an accuracy of 5 percent at the tested rate. The flow meter shall be sufficiently removed from valves, elbows and reductions and obstructions in the pipeline to allow the meter to perform within specifications. The CONTRACTOR shall provide a throttling valve downstream of the flowmeter to regulate flow.

3.2 TESTING PROCEDURES

A. The CONSULTANT will select the depth intervals to be tested based on the geophysical logs (including video surveys), geologic logs, core samples and other available site-specific and regional data. The CONSULTANT will discuss with the CONTRACTOR the packer testing plan for each borehole tested. The CONTRACTOR will be given the opportunity to evaluate the CONSULTANT's packer depth selection before commencing packer setting.

B. The CONSULTANT reserves the right to change the testing plan, the sequence of tests performed, the configuration of packer assembly (single or straddle) and the spacing of the packers. The CONTRACTOR shall assume that additional tests may be required by FDEP.

C. After successfully setting and inflating the packer, the CONTRACTOR shall develop each zone so that the discharge water is free of any drilling fluid (and produces stable water-quality results, as determined by the CONSULTANT). Unless directed otherwise by the CONSULTANT, the CONTRACTOR shall allow for a minimum of 8 hours of pre-test development (and development of a minimum of 2 drill pipe volumes) prior to each packer pumping test.

D. The CONTRACTOR may perform multiple methods to develop the test interval. The final development shall be performed with the pump to be used for the packer test. The CONTRACTOR shall record data from pump development using the pressure transducers.

E. After development, the CONTRACTOR shall allow water levels in the work pipe to return to static conditions to the satisfaction of the CONSULTANT. The CONTRACTOR shall continue to record transducer data during recovery following development.

F. After post-development recovery, the CONTRACTOR shall ensure the transducers and data-loggers are collecting data at the frequency required by the CONSULTANT. The CONTRACTOR shall then turn on the pump and initiate pump testing.

G. The CONSULTANT will determine the duration of the pump test, but the CONTRACTOR may assume a duration of eight (8) hours or until a minimum of one drill pipe volume plus three test interval volumes have been pumped from the well, whichever is longer.

H. Just prior to the completion of each test and as directed by the CONSULTANT, the CONTRACTOR shall collect a water sample from the discharge for laboratory analysis. The CONTRACTOR shall provide appropriate sample containers obtained from the approved laboratory. The parameters noted below shall be analyzed by a state certified laboratory. The CONTRACTOR shall refrigerate or ice the samples until the laboratory has custody of the samples.

All Tests (including Confinement Tests)	Additional Parameters for Confinement Tests
total dissolved solids	magnesium*
chloride	alkalinity*
sulfate	bicarbonate*
specific conductance	sodium*
temperature	calcium*
ammonia-nitrogen	potassium*
total Kjeldahl nitrogen	**Refers to parameters to be analyzed during tests to identify confinement.*
phosphorus	
pH	

I. The CONTRACTOR shall refer to Section 02785 for additional requirements for sampling, handling and analyzing samples.

J. If the formation does not produce enough water to purge one drill pipe volume and three test interval volumes within 8 hours, the CONTRACTOR may propose to collect the water quality sample using a thief sampler, subject to CONSULTANT's approval. If approved, the sample shall be collected after completion of post-test recovery and prior to deflating the packers. The thief sampler shall be capable of collecting a sample directly within the test interval and shall be able to collect a sufficient volume of water for proper analysis of the required parameters.

K. After collecting the water-quality samples and upon completion of the packer test, as determined by the CONSULTANT, the CONTRACTOR shall ensure the transducers and data-loggers are collecting data at the frequency required by the CONSULTANT. The CONTRACTOR shall then turn off the pump and allow water levels to recover.

L. The CONSULTANT will determine the duration of post-test recovery, but the CONTRACTOR shall assume a duration of eight (8) hours.

M. Upon completion of post-test recovery, the CONTRACTOR shall provide the recorded data-logger data to the CONSULTANT in Excel format. The CONTRACTOR shall not deflate and move the packers until the CONSULTANT receives the electronic data and confirms that it is acceptable.

N. The CONTRACTOR shall be solely responsible for the collection and downloading of test data. Throughout development, testing and recovery activities, the CONTRACTOR shall provide the CONSULTANT access to view transducer data on a real-time basis.

3.3 FAILURE TO COMPLETE TESTING

A. In the event of test failure for any cause, including loss or non-recording of data, the CONTRACTOR shall repeat the test at his own cost.

B. If accidental shutdown or a variation in the pumping rate occurs prior to the specified end of the test which invalidates the data in the CONSULTANT's opinion, the CONTRACTOR shall make any necessary repairs and re-start the test from the beginning. No payment will be made for pumping time (or anything else) prior to any accidental shutdown.

END OF SECTION

SECTION 02765 – PAD MONITOR WELLS

PART I - GENERAL

1.1 SCOPE OF WORK

A. This section covers the work, materials, and equipment necessary for installing, developing, sampling and completing Surficial aquifer water-table pad monitor wells at the Port St. Lucie Glades Wastewater Treatment Facility (WWTF).

1.2 SUBMITTALS

A. Provide proposed locations of pad wells on site plan.

B. Provide proposed Florida-licensed water-well CONTRACTOR for installation of pad wells.

C. Provide manufacture's specifications and technical data for completion of pad monitor wells. Submittal shall include: manufacturer, material and diameter of casing and screen; screen slot size; gravel pack material and size; cement type.

D. Provide drilling method to install pad wells.

E. Provide elevation of top of casings, surveyed to North American Vertical Datum 1988 (NAVD 88).

F. Provide laboratory results of water quality samples.

G. Provide well completion report, FDEP Form 62-532.900(2). Reports for each well shall be completed and submitted to the CONSULTANT and FDEP for both the initial construction of the pad wells and for the completion of the wells at the end of the project.

PART 2 – PRODUCTS

2.1 GENERAL

A. The casing for pad wells shall be new and unused, 4-inch inside diameter, flush thread, Schedule 40 PVC as manufactured by Monoflex® or approved equal.

B. The well screen shall be new and unused, 4-inch inside diameter, flush thread, Schedule 40 PVC, flush threaded, 0.020-inch slot screen as manufactured by Monoflex® or approved equal. A flush thread PVC cap shall be secured at the base of the screen.

C. Gravel pack shall be Standard Sand and Silica Company, "Sand", 8 by 20, gravel, or equivalent. The gravel material shall be a minimum of 95% silica material.

PART 3 – EXECUTION

3.1 GENERAL

A. The CONTRACTOR shall install four (4), 4-inch diameter monitor wells, in the vicinity of IW-2 well drilling pads at least 14 days prior to beginning the work on IW-2. The purpose of the

wells will be to monitor the water-table aquifer for spill(s) of salty water during drilling operations and, if necessary, to pump out the shallow aquifer to reduce any contaminant level to background conditions, if a spill occurs.

B. The monitor wells shall be installed by a licensed water-well CONTRACTOR and shall be completed with 10 feet of 4-inch diameter, Schedule 40 PVC, 0.020-inch slot screen threaded to 4-inch diameter, Schedule 40 PVC casing, as directed by the CONSULTANT.

C. The total depth of the well screen shall be located a minimum of 10 feet below the top of the water table or 20 feet below land surface, whichever is greater.

D. The annulus adjacent to the screen interval shall be sand packed with 6/20 grade silica sand (to at least 2 feet above the top of the screen interval) and the annulus above the screen then shall be sealed with approximately 1 foot of bentonite and then grouted (with ASTM Type II neat cement) to surface. The top of well casings may be completed above grade.

E. Prior to drilling startup, the top of casings shall be surveyed (NAVD 1988). If the wells become damaged at any time during the project, the wells shall be repaired or replaced and the top of casings shall be resurveyed. The monitor wells shall be capped with a lockable expansion plug and equipped with a lock.

3.2 SAMPLING

A. Water samples from each well shall be collected each week for the entire duration of construction as directed by the CONSULTANT and in accordance with FDEP standards. For the first four (4) weeks, the CONTRACTOR shall collect samples for laboratory analysis of total dissolved solids by a state-certified laboratory as directed by the CONSULTANT. For the entirety of the project, the CONTRACTOR shall collect samples for laboratory analysis of chlorides.

B. The CONTRACTOR shall collect and record static water levels from each well prior to purging. Purging and sampling shall meet protocols specified in FS 2200-Groundwater Sampling in the DEP-SOP-001/01 Standard Operating Procedures for Field Activities. The results of the purging techniques and field stabilization parameters shall be provided on DEP Form FD 9000-24. Field parameters on DEP Form FD 9000-24 include: pH, temperature, conductivity, dissolved oxygen, tubidity, color, and odor.

C. If elevated conductivity and/or chloride readings are observed (as compared to background readings measured prior to drilling commencement), at a minimum, the well with the elevated readings shall be purged (and purge water contained) until readings return to background levels as determined by the CONSULTANT. Purging the wells does not relieve the CONTRACTOR from performing additional remediation measures if spillage of drilling fluids occurs.

D. The CONTRACTOR shall refer to Section 02785 for additional requirements for sampling, handling and analyzing samples.

3.3 WELL COMPLETION

A. After completion of construction and testing at IW-2, the CONSULTANT will direct the CONTRACTOR whether the water table monitor wells shall remain in place or if they shall be abandoned.

B. If the wells are to remain in place, the wells shall be flush-mounted within a (2-foot by 2-foot) concrete well pad using an 8-inch diameter steel well vault and a steel vault cover. The monitor well casing shall be capped with a lockable expansion plug and equipped with a lock.

C. If the pad monitor wells are to be abandoned, the CONTRACTOR shall place a tremie pipe inside each well and grout each well (with ASTM C-150 Portland Type II cement) from bottom to top. The well casing shall be cut off below grade, and the cement grout shall be flush with ground level. Plugging and abandonment documentation shall be provided with FDEP Form 62-532.900(2).

END OF SECTION

SECTION 2770 –INJECTION TESTING

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This section covers the work, materials, and equipment necessary for performing a short-term injection test in Injection Wells IW-1 and IW-2 at the Port St. Lucie Glades Wastewater Treatment Facility (WWTF).

1.2 SUBMITTALS

A. Provide injection test plans for CONSULTANT's approval. A separate plan shall be provided for each injection well. The plan shall include the number and location of injection pumps, piping layout, placement and type of valves, flowmeter placement and vortex breaker.

B. Provide analytical report of injection test source water (no report necessary if the source is potable water).

C. Provide analytical report of background water quality samples from the IW-2 injection zone.

D. Provide calibration certificates of flow meter(s). Flowmeter(s) shall be equipped with a data logger.

E. Provide calibration certificates of wellhead pressure gauges.

F. Provide calibration certificates and specifications of proposed pressure transducers.

G. Provide performance curves for proposed pumps.

H. Provide all data, in Excel format, obtained from transducers and data loggers. Provide all manual data collected during testing.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 INJECTION TEST PREREQUISITES

A. The CONTRACTOR shall perform an injection test on IW-1. Prior to performing the test, the CONTRACTOR shall complete the following:

1. Provide water-quality laboratory analysis of injection test water source in accordance with FDEP permit.

2. Provide a plan to perform the injection test that is acceptable to the CONSULTANT and FDEP.

3. Provide all required information to the CONSULTANT to secure authorization from

FDEP to perform the injection test.

B. The CONTRACTOR shall perform an injection test on IW-2. Prior to performing the test, the CONTRACTOR shall complete the following:

1. Complete the construction of IW-2.

2. Collect water quality samples for laboratory analysis from the IW-2 injection zone.

3. Provide water-quality laboratory analysis of injection test water source in accordance with FDEP permit.

4. Complete successful cement-bond logs and hydrostatic pressure test in IW-2. Complete successful RTS in IW-2. Demonstrate IW-2 has mechanical integrity.

5. Provide a plan to perform the injection test that is acceptable to the CONSULTANT and FDEP.

6. Provide all required information to the CONSULTANT to secure authorization from FDEP to perform the injection test.

3.2 IW-1 INJECTION TEST PLAN AND SETUP

A. An injection test shall be performed by the CONTRACTOR with a pumping/injection phase of approximately 8 hours at different rates with the maximum rate meeting or slightly exceeding 18,350 gpm (26.42 MGD) or at a maximum rate that results in a wellhead pressure of 120 psi, whichever is less.

B. The CONTRACTOR shall provide an injection test plan for the CONSULTANT's approval. At a minimum the plan must include pump(s) curves, piping layout, valves, flowmeters, transducers, recording system and vortex breaker.

C. The CONTRACTOR shall provide and install all temporary piping and pump(s) from the water source (on-site stormwater storage pond located approximately 600 feet from IW-1) to the injection wellhead to achieve the required flow rate into the injection well. The pipeline intake shall be equipped with a manufactured (factory) vortex breaker and shall be installed to the satisfaction of the CONSULTANT.

D. The CONTRACTOR shall furnish and install flowmeter capable of recording instantaneous flow rates and of totalizing flow in the pipeline. The flow meter shall have an accuracy of five percent at the tested rate. Certified proof of calibration within the previous 3-month period (with the time and date of calibration) shall be submitted to the CONSULTANT prior to the injection testing procedures. The flow meter shall be sufficiently removed from obstructions in the pipeline, valves, elbows, reductions, to allow the meter to perform within specifications. Manufacturer's specifications shall be submitted to the CONSULTANT prior to installation for approval.

E. An approved pressure transducer and recording system capable of accurately measuring and detecting pressure changes of as little as 0.01 psi, and temperature changes of as little as 0.05 degree Fahrenheit shall be used. The data recording system shall record in real time and continuous "delta" time. No interruptions of data recording

will be permitted for equipment service or any other reason. The CONTRACTOR shall submit manufacturer's product information for the electronic pressure transducers and the recording equipment.

F. The CONTRACTOR shall furnish and install electronic pressure transducers in (or on) each monitoring zone (upper and lower zone) wellhead and at injection well IW-1 wellhead, to the satisfaction of the CONSULTANT. Pressure transducers shall be installed at both IW-1 and IW-2 for each injection test performed. The CONTRACTOR shall submit verification of pressure-gauge/transducer calibration (certified within the previous 6 months) to the CONSULTANT prior to commencement of the injection test.

3.3 IW-2 INJECTION TEST PLAN AND SETUP

A. An injection test shall be performed by the CONTRACTOR with a pumping/injection phase of approximately 8 hours at different rates with the maximum rate meeting or slightly exceeding 20,575 gpm (29.63 MGD).

B. The CONTRACTOR shall provide an injection test plan for the CONSULTANT's approval. At a minimum the plan must include pump(s) curves, piping layout, valves, flowmeters, transducers, recording system and vortex breaker.

C. The CONTRACTOR shall provide and install all temporary piping and pump(s) from the water source to the new injection wellhead to achieve the required flow rate into the injection well. The pipeline intake shall be equipped with a manufactured (factory) vortex breaker and shall be installed to the satisfaction of the CONSULTANT.

D. The CONTRACTOR shall furnish and install flowmeter capable of recording instantaneous flow rates and of totalizing flow in the pipeline. The flow meter shall have an accuracy of five percent at the tested rate. Certified proof of calibration within the previous 3-month period (with the time and date of calibration) shall be submitted to the CONSULTANT prior to the injection testing procedures. The flow meter shall be sufficiently removed from obstructions in the pipeline, valves, elbows, reductions, to allow the meter to perform within specifications. Manufacturer's specifications shall be submitted to the CONSULTANT prior to installation for approval.

E. An approved pressure transducer and recording system capable of accurately measuring and detecting pressure changes of as little as 0.01 psi, and temperature changes of as little as 0.05 degree Fahrenheit shall be used. The data recording system shall record in real time and continuous "delta" time. No interruptions of data recording will be permitted for equipment service or any other reason. The CONTRACTOR shall submit manufacturer's product information for the electronic pressure transducers and the recording equipment.

F. The CONTRACTOR shall furnish and install electronic pressure transducers in (or on) each monitoring zone (upper and lower zone) wellhead and at injection well IW-2 wellhead, to the satisfaction of the CONSULTANT. Pressure transducers shall be installed at both IW-1 and IW-2 for each injection test performed. The CONTRACTOR shall submit verification of pressure-gauge/transducer calibration (certified within the previous 6 months) to the CONSULTANT prior to commencement of the injection test.

3.4 INJECTION TESTS

A. The injection testing of IW-1 and IW-2 shall be conducted separately and shall not occur within 4 days of each other.

B. After completing setup of all required equipment and instruments, the CONTRACTOR shall perform a brief pre-test. The CONTRACTOR shall establish appropriate valve and pump settings; shall initiate data collection of transducers and data-loggers and shall ensure piping to the injection well is watertight. The maximum duration for pre-test activities is three (3) hours.

C. The water source for the injection test is anticipated to be the stormwater retention pond located at the Glades WWTF site approximately 600 feet each of IW-1 and 850 feet east of IW-2.

D. During and upon completion of pre-test activities, the CONTRACTOR shall collect transducer data of: IW-1 and IW-2 wellhead pressures, DZMW-1 water-levels and pressures (both zones), and barometric pressure. Data shall be collected for a minimum of 24 hours prior to performing each injection test. This data collection period is considered the “background phase”. The CONTRACTOR shall also collect tidal information from the nearest NOAA station from pre-test activities through the injection testing and final recovery phase of the test.

E. The injection tests shall be initiated during regular working hours for the FDEP, Monday through Friday. The CONTRACTOR is responsible for contacting and coordinating with the FDEP who require seven (7) days written notice of the injection test.

F. During the injection tests, the CONTRACTOR shall continue collecting the same data as was collected during the background phase. The frequency of transducer data collection will be determined by the CONSULTANT. The CONTRACTOR shall also collect flowrate data using a flowmeter equipped with a data logger. The CONTRACTOR shall also assist the CONSULTANT in collecting manual data from the flowmeter and pressure gauges.

G. Upon start-up of injection testing, the CONTRACTOR shall establish the required injection rate with minimum delay. The CONTRACTOR shall adjust pump and valve settings upon direction from the CONSULTANT to achieve desired injection rates. The injection test of IW-1 shall be run at a pumping rate of approximately 2,000 gpm for two hours, 4,500 gpm for two hours and approximately, but not less than, 18,350 gpm for four hours as directed by the CONSULTANT. The injection test of IW-2 shall be run at a pumping rate of approximately 5,200 gpm for three hours, 10,400 gpm for three hours and approximately, but not less than, 20,575 gpm for two hours as directed by the CONSULTANT. If a wellhead pressure of 120 psi is reached prior to reaching the maximum pumping rate, the pumping rate that results in the wellhead pressure of 120 psi shall be used as the maximum pumping rate. The pumping portion of each test shall be run for approximately 8 hours.

H. To the extent possible, the speed of the pump and motor shall remain constant throughout the test. The injection rate shall be controlled and adjustable by means of a control valve in the pipeline. The pumping rate shall not be adjusted by changing the speed of the motor or pump, except when absolutely necessary and with the permission

of the CONSULTANT. This requirement does not pertain to occasions when the CONSULTANT directs the CONTRACTOR to change the injection rates.

I. The maximum sustained wellhead pressure during injection testing of IW-2 is not expected to exceed two-thirds (120 psi) of the injection well's pressure rating (based on a successful rating to approximately 180 psi).

J. Upon completion of the 8-hour injection period, the CONTRACTOR shall shut down all injection pumps and close the valve at the injection well (shut-in the well) with minimum delay. The CONTRACTOR shall continue collecting all transducer data. The CONTRACTOR shall also continue collecting manual pressure data from IW-1, DZMW-1, and IW-2 gauges for a minimum of one (1) hour after shutting in the well until pressures are stabilized (whichever is greater). The CONTRACTOR shall continue collecting tidal data.

K. The CONTRACTOR shall continue collecting all transducer and tidal data for a minimum of 24 hours after shutting in the injection well. This data collection period is considered the "recovery phase".

L. The CONTRACTOR shall remove all equipment and piping that is impacting plant operations or other construction activities with minimum delay. Water source connections used for the injection test shall be restored to original conditions.

M. Upon completion of the recovery phase, the CONTRACTOR shall provide all manual, transducer, and tidal data. The CONSULTANT shall be furnished a copy of all of the basic data recorded as part of the injection tests in Excel format within 24 hours from completing the recovery phase.

3.5 FAILURE TO COMPLETE TESTING

A. In the event of test failure for any cause, including loss or non-recording of data, the CONTRACTOR shall repeat all phases of the test (including background and recovery) at his own cost.

B. If accidental shutdown or a variation in the injection rate (not directed by the CONSULTANT) occurs prior to the specified end of the test which invalidates the data in the CONSULTANT's opinion, the CONTRACTOR shall make any necessary repairs and re-start the test from the beginning. No payment will be made for testing time (or anything else) prior to any accidental shutdown.

END OF SECTION

SECTION 02775 – RADIOACTIVE TRACER SURVEY (RTS)

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This section covers the work, materials, and equipment necessary for performing radioactive tracer survey (RTS) testing and associated geophysical logging in Injection Well IW-2 at the Port St. Lucie Glades Wastewater Treatment Facility (WWTF).

1.2 SUBMITTALS

A. Provide details of RTS tool. Details shall include distances between sensors and ejector port and calculations of ejection times.

B. Provide Iodine 131 assay label.

C. Provide flowmeter calibration certificate of flowmeter for RTS.

D. Provide all geophysical logs as follows:

1. Provide Log ACII Standard (LAS) format for each log performed immediately following logging activities and prior to commencing subsequent work activities.

2. Provide Portable Document File (PDF) format for each log performed immediately following logging activities and prior to commencing subsequent work activities.

3. Provide two (2) paper copies for each log performed immediately following logging activities and prior to commencing subsequent work activities.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 GENERAL

A. The logging and testing detailed in this section, to be performed in IW-2, include:

1. High-resolution temperature logging

2. Background gamma-ray logging

3. Magnetic casing-collar locator

4. Radioactive tracer survey (RTS)

5. Final gamma-ray logging

B. Upon completion of the video survey and hydrostatic pressure test of the final casing of IW-2, temperature, background gamma-ray, RTS, and final gamma-ray logs shall be performed on IW-2.

C. The geophysical tool used for the RTS must be capable of ejecting the radioactive tracer and simultaneously monitoring with “scintillation”-type gamma-ray detectors. A casing collar locator shall be positioned below the tool to precisely locate the bottom of the casing.

D. The tool shall be configured such that one gamma-ray detector will be located above the ejector and two detectors will be located below the ejector.

E. The radioactive material used for the testing shall be *medical grade* Iodine 131. The RTS tool shall be loaded with a minimum of four (4) millicuries (mCi) of Iodine 131. The CONTRACTOR shall be required to demonstrate that the Iodine 131 tracer utilized for the RTS is not more than 6 days old on the day that the RTS is performed and the CONTRACTOR shall provide a copy of the Iodine 131 certification to the CONSULTANT.

F. The flowmeter utilized for the test shall be certified as calibrated within the previous 6-month period from date of the RTS test and shall be capable of measuring the flow rate with an accuracy of 5%. The calibration certificate shall be provided *prior* to the initiation of the RTS procedures and shall indicate the date and place of the flowmeter calibration. Verification of the flowmeter calibration shall be submitted to the FDEP representative prior to commencement of the test.

3.2 TESTING PROCEDURE

A. The logging and testing procedure shall be performed as follows and in accordance with FDEP requirements:

1. Prior to initiation of high-resolution temperature logging, approximately three (3) well volumes of freshwater shall be injected to establish a freshwater “bubble” below the final casing seat. Note: 34.29 gallons/foot; Total of 89,154 gallons per well volume (with final casing set at 2,600 feet); Total of 267,462 gallons for three well volumes.

2. After establishing a freshwater bubble, the CONTRACTOR shall shut in the well and maintain shut in conditions for a minimum of twelve (12) hours prior to performing logging.

3. A combination gamma-ray/temperature tool shall be used to initially log the injection well, recording temperature from land surface to the total well depth. The temperature log shall be performed on the downward pass as the combination tool is lowered down the well. The high-resolution temperature log shall include a differential temperature log on the same plot.

4. A background gamma-ray log shall be conducted from the total open-hole depth to pad level. A casing-collar locator log shall be used during this survey to verify the base of the final casing. The temperature log and background gamma-ray log shall be completed prior to loading Iodine 131 into the RTS tool.

5. The RTS tool shall be loaded with a minimum of four (4) mCi of medical grade Iodine 131.

6. The RTS tool shall be positioned with the ejector located approximately 5 feet above the bottom of the final casing, with one gamma-ray detector above the ejector (GRT), and two gamma-ray detectors below the ejector (one inside the casing above the casing seat [GRM] and one outside the casing below the casing seat [GRB]).

7. A low-rate dynamic test shall be performed. A low injection rate shall be established using fresh water. The velocity for this test shall be between 3 and 5 feet per minute (equating to a flow rate between 103 and 171 gpm). A flowmeter with totalizer and an instantaneous flow-rate indicator shall be installed to monitor the flow rate into the well.

8. Time-drive monitoring shall begin and a 1-mCi slug of tracer material shall be ejected. This release will be confirmed by the middle detector (GRM) and the bottom detector (GRB).

9. Gamma-ray levels shall be monitored for one hour while the tool is held stationary. If the tracer slug is detected by the upper gamma-ray detector (GRT) during the one-hour monitoring period, the operator of the logging tool may log out of position to a new position approximately 20 feet above the previous position of the RTS tool and logging shall resume for the remainder of the one-hour monitoring period. If the logging tool is to be moved upwards in the event of detection of tracer by the upper detector, the tool should not be moved prior to the time period required for the tracer to travel from the middle detector to the lower detector (theoretically a minimum of 2 minutes for a 5-foot/minute flow rate). It is important to observe whether tracer material is also reaching the lower detector.

10. Following the end of the time-drive monitoring, the RTS tool shall log “out of position” (moving) to at least 200 feet above the highest point where the tracer was detected.

11. Following the out-of-position gamma-ray log, the RTS tool shall be repositioned with the ejector located approximately 5 feet above the bottom of the casing. If excessive staining (elevated readings) is observed, as determined by the CONSULTANT or the FDEP onsite inspector, the final casing shall be flushed by injecting freshwater up to one injection well volume (up to 89,154 gallons), and steps 12 and 13 (below) shall be completed. If excessive staining is not observed, the CONTRACTOR shall proceed to step 14 (below).

12. Following flushing, the combination logging tool shall be repositioned with the ejector located approximately 5 feet above the bottom of the casing and another gamma-ray log shall be run out of position to at least 200 feet above the highest point where tracer was detected.

13. If tracer movement continues to be detected, multiple out-of-position logs shall be conducted to identify the extent of tracer movement. The out-of-position logs shall be conducted at least 200 feet above the highest point where tracer was detected.

14. The combination logging tool shall then be repositioned with the ejector located approximately 5 feet above the bottom of the casing. This is the same depth as that used for the first low-rate dynamic test. An injection rate between 103 and 171 gpm

shall be established using potable water. The flow rate of the second low-rate dynamic test shall be the same as the first low-rate dynamic test. Time-drive monitoring shall begin, a 1.0-MCI slug of tracer material shall be ejected, and the release of the tracer material will be confirmed by detectors GRM and GRB.

15. Gamma-ray levels shall be monitored for 30 minutes while the tool is held stationary. If the tracer slug is detected by the upper gamma-ray detector (GRT) during the one-hour monitoring period, the operator of the logging tool may log out of position to a new position approximately 20 feet above the previous position of the RTS tool and logging shall resume for the remainder of the 30-minute monitoring period. If the logging tool is to be moved upwards in the event of detection of tracer by the upper detector, the tool should not be moved prior to the time period required for the tracer to travel from the middle detector to the lower detector (theoretically a minimum of 2 minutes for a 5-foot/minute flow rate).

16. Following the end of the time-drive monitoring, the RTS tool shall log “out of position” (moving) to at least 200 feet above the highest point where the tracer was detected .

17. If tracer material is not detected in GRT after both “out of position” logs (steps 10 and 16 above), the RTS tool shall be lowered to approximately 5 feet above the uppermost transmissive injection interval in the open hole. The remaining tracer material shall be ejected while pumping into the well a minimum of 80 gpm.

18. The RTS tool then shall be lowered to the total depth of the well and a final gamma-ray log shall be performed from the total depth to land surface.

END OF SECTION

SECTION 02780 – MECHANICAL INTEGRITY PRESSURE TESTING

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. This section covers the work, materials, and equipment necessary for performing hydrostatic pressure testing in Injection Well IW-2 and IW-1 at the Port St. Lucie Glades Wastewater Treatment Facility (WWTF). The purpose of the tests is to demonstrate mechanical integrity of the wells.

1.2 SUBMITTALS

A. Provide manufacturer's specification and technical information of proposed packer for the pressure test.

B. Provide information and calibration certificate of test pressure gauge.

PART 2 - PRODUCTS

2.1 GENERAL

A. Furnish and install an inflatable packer, as manufactured by Baker, TAM J, Baski, or approved equal, of a diameter appropriate for the size of the IW-2 casing being tested.

B. Calibrated Pressure Gauge: Six (6) inch dial pressure gauge, graduated from 0 to 300 psi, in increments of 1, with an accuracy of +/- 0.25%.

PART 3 - EXECUTION

3.1 GENERAL

A. Hydrostatic pressure testing shall be performed in IW-2 as follows:

1. (CONTRACTOR's Option): In the 30-inch diameter final casing prior to cementing casing to pad level, the CONTRACTOR may perform a hydrostatic pressure test(s) of the final casing prior to cementing it in place in order to ensure that the casing has mechanical integrity. If the CONTRACTOR elects to perform a "pre-cement" hydrostatic test(s) and satisfactory results are not obtained, the CONTRACTOR shall remove, recondition (re-bevel) and reinstall the casing.

2. In the 30-inch diameter final casing after cementing casing to pad level. CONTRACTOR may elect to perform testing prior to drilling out cement plug and reaming a nominal 30-inch borehole to total depth.

B. The CONTRACTOR shall coordinate the date and time of pressure testing so that the FDEP has at least seven (7) day's notice prior to the implementation of MIT procedures. Mechanical integrity tests shall be initiated during regular working hours for the Department, Monday through Friday.

C. The pressure gauge utilized for each of the hydrostatic pressure tests shall be certified as calibrated within the previous 6-month period from the date of the pressure test. Copies of the pressure-gauge calibration certification shall be provided to the CONSULTANT prior to the initiation of each pressure test and shall indicate the date and place of the pressure-gauge calibration.

D. The resolution of the 6-inch dial pressure gauge shall be at least 1 pound per square inch (psi) and the pressure gauge shall be graduated from 0 to 300 psi (in increments of 1 psi) with an accuracy of +/- 0.25%. The resolution (precision) of the calibrated pressure gauge (1 psi) shall be sufficient to monitor the pressure in the casing and make a pressure change of less than the allowable 5% easily discernible. The pressure gauge shall be mounted on the wellhead at or near eye level, to make any change in pressure easily discernible.

E. The temperature of the water column(s) following cementing procedures and prior to pressure testing shall be stable so that an increase of pressure is not observed during testing. A minimum elapsed time of 96 hours may be necessary between cementing procedures and pressure testing, unless the CONTRACTOR can demonstrate that the temperature of the water column is sufficiently cooled and stable prior to pressure testing. This may be done by monitoring and recording the temperature of the water column at set intervals for a sufficient period of time, as determined by the CONSULTANT. A pressure increase during pressure testing (caused by the curing of cement) is not acceptable.

F. An inflatable packer capable of seating against the casing shall be set within approximately 10 feet above the base of the final casing.

G. The CONTRACTOR may “kill” or suppress flow from IW-2 to facilitate installation of the packer. The CONTRACTOR is responsible for an accurate measurement of the density of the weighted fluid (in pounds per gallon) prior to the pressurization of the casing.

H. The casing shall be filled (topped off) with freshwater and placed under a pressure. The pressure for tests performed in IW-2 shall be approximately 180 psi for 60 minutes. If a significant pressure change (> 5%) occurs, the test shall be repeated until satisfactory results are obtained. The CONTRACTOR shall relieve the pressure and measure the volume of water discharged and pressure at 5-gallon increments. Pressure testing shall be witnessed and certified in writing by the CONSULTANT.

I. The CONTRACTOR shall not be reimbursed for the performance of any additional pressure tests to isolate any leak(s) in the casing.

J. If during the injection test, wellhead pressures exceed two-thirds the pressure placed on the well during the hydrostatic pressure test, an additional pressure test shall be performed following the injection test. The additional test shall be performed at pressures at (or slightly exceeding) 1.5 times the greatest pressure observed during the injection test.

3.2 ANNULAR HYDROSTATIC PRESSURE TESTING OF IW-1

A. Prior to initiating annular pressure test procedures, CONTRACTOR shall coordinate with operating staff. The annulus pressure observed on OWNER’s pressure gauge

shall be recorded. The fluid level in the OWNER's annulus compensation tank also shall be recorded.

B. CONTRACTOR shall then isolate the annulus at the wellhead from the OWNER's annulus system (compensation tank, compressor and piping).

C. CONTRACTOR shall furnish and operate a compressor and/or other necessary equipment to pressurize annulus to approximately 180 psi.

D. CONTRACTOR shall perform testing as noted in Part 3.01 above. CONTRACTOR shall relieve annulus pressure to a level acceptable to the OWNER.

E. CONTRACTOR shall return the OWNER's annulus system to normal operating conditions.

END OF SECTION

SECTION 02785 – WATER QUALITY SAMPLING

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This section covers the work, materials, and equipment necessary for collecting and analyzing water quality samples in Injection Well IW-2 at the Port St. Lucie Glades Wastewater Treatment Facility (WWTF).

1.2 SUBMITTALS

A. Provide State and County certifications for proposed laboratory.

B. Provide sampling reports, completed chain of custody forms and analytical results for all sampling events.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 GENERAL

A. All costs for water sample collection and analyses shall be paid by the CONTRACTOR. Any water samples taken for laboratory analysis during the course of this project shall follow the latest version of the FDEP Standard Operating Procedures for groundwater sampling. The laboratory shall be certified by FDEP and have a current approved ComQAP on file with FDEP with methods approved by FDEP.

B. All samples shall be properly collected, preserved, and analyzed within the required holding time limits. The method detection limit shall be less than the drinking water maximum contaminant level for all analyses.

C. Samples for laboratory analysis shall be collected in specially designated and approved sample containers, with appropriate preservatives. The containers shall be provided by a State of Florida certified laboratory for the specific parameters required. The sample containers shall be clearly labeled with the well identification, depth interval, and the time and date of sample collection.

D. Samples shall be collected and stored in the appropriate manner as instructed by the laboratory, and delivered to the laboratory in accordance with the laboratory's instructions. Chain of Custody forms shall be completed for all water samples. Copies of the Chain of Custody forms shall be submitted to the CONSULTANT within five days of final delivery of the samples to the laboratory. All persons handling the samples shall be required to sign the Chain of Custody form.

E. The CONTRACTOR shall be aware of applicable water sampling holding times for the samples for which he is responsible and ensure that the samples are transmitted to the laboratory within these time periods. For samples collected by the laboratory, the CONTRACTOR shall be responsible for the performance of the sub-contractor's service analyzing the samples within established holding times.

3.2 PAD MONITOR WELL SAMPLING

A. The CONTRACTOR shall refer to Section 02765 for water-table pad monitor well sampling requirements. Sampling shall also meet requirements described in this section.

B. Every week for the duration of construction and testing, the CONTRACTOR shall collect and record static water levels from each well prior to purging. Purging and sampling shall meet protocols specified in FS 2200-Groundwater Sampling in the DEP-SOP-001/01 Standard Operating Procedures for Field Activities. The results of the purging techniques and field stabilization parameters shall be provided on DEP Form FD 9000-24. Field parameters on DEP Form FD 9000-24 include: pH, temperature, conductivity, dissolved oxygen, tubidity, color, and odor.

C. The CONTRACTOR shall perform laboratory analysis for total dissolved solids from each monitor well for the first 4 weekly sampling events.

D. The CONTRACTOR shall perform laboratory analysis for chlorides from each monitor well each week for the duration of the project.

3.3 REVERSE-AIR PILOT HOLE SAMPLING

A. The CONTRACTOR shall refer to Section 02740 for reverse-air pilot-hole sampling requirements. Sampling shall also meet requirements described in this section.

B. The CONTRACTOR shall collect reverse-air water quality samples in all pilot holes during reverse-air drilling in IW-2. Samples shall be collected every 90 feet (whichever is more frequent).

C. Samples shall be field analyzed for temperature and conductivity and laboratory analysis of chloride, ammonia and TKN.

3.4 INFLATABLE PACKER TEST SAMPLING

A. The CONTRACTOR shall refer to Section 02760 for inflatable packer test sampling requirements. Sampling shall also meet requirements described in this section.

3.5 INJECTION ZONE SAMPLING

A. Water quality samples shall be collected from the IW-2 injection zone.

B. Prior to sampling the IW-2 injection zone, a minimum of one (1) casing volume and five (5) borehole volumes shall be purged to achieve stable water quality as determined by the CONSULTANT. During purging, pumping rates, cumulative purge volume and field conductivity shall be measured and recorded on a regular basis as determined by the CONSULTANT.

C. After completion of development, grab-type water samples shall be collected from the IW-2 injection zone for laboratory analysis for parameters listed as Primary and Secondary Drinking Water Standards, and municipal “minimum-criteria” parameters, and calcium, magnesium, potassium, alkalinity, and bicarbonate. Samples shall be collected by a state-certified analytical laboratory.

D. Upon completion of sampling, the CONTRACTOR shall discontinue development and allow the injection zone to return to static conditions or a minimum of two (2) hours (whichever is greater). The CONTRACTOR shall then measure and record the water level under static conditions.

3.6 INJECTION TEST WATER SOURCE SAMPLING

A. The water source for the injection test is anticipated to be surface water from an onsite stormwater retention pond.

B. The CONTRACTOR shall collect a grab sample for laboratory analysis of the water sources as required in the FDEP permit.

C. It is anticipated that the FDEP permit will require the following analysis for the surface water source.

Total dissolved solids (mg/L)	Chloride (mg/L)
Specific Conductance (temperature compensated, umhos/cm)	Total suspended solids (mg/L)
Ammonia, total as N (mg/L)	Total Kjeldahl Nitrogen (mg/L)
Nitrate, total as N (mg/L)	Sodium (mg/L)
Potassium (mg/L)	Calcium (mg/L)
Magnesium (mg/L)	Total Iron (mg/L)
Bicarbonate (mg/L)	Phosphorus, total as P (mg/L)
pH (s.u.)	Sulfate, total as SO4
Temperature, field (C)	Gross alpha (pCi/L)
Combined Radium 226 & 228 (pCi/L)	Total and fecal coliform (cfu/100mL)
Escherichia coli (cfu/100mL)	Enterococci (cfu/100mL)
Turbidity (NTU)	

D. The injection test source water sample shall be collected at a sufficient length of time prior to injection testing so that the samples can be analyzed by the lab, reviewed by the CONSULTANT and submitted and approved by FDEP before injection testing commences. The CONTRACTOR should anticipate collecting the sample at least 8 weeks prior to the expected injection-testing date.

END OF SECTION

SECTION 02830 – ASPHALT CONCRETE PAVING

PART 1 - GENERAL

1.01 SCOPE

A. The work shall consist of furnishing all materials, labor and equipment for compacting subgrade, constructing a base course, priming the base course and constructing an asphaltic concrete surface course as specified on the plans.

1.02 SUBMITTALS

A. See Section 01300 - Submittals.

1.03 MATERIAL CERTIFICATES

A. Provide copies of material certificates signed by material producer and CONTRACTOR, certifying that each material item complies with, or exceeds, specified requirements.

B. The CONTRACTOR shall provide the CONSULTANT and the OWNER the name, location(s) of all imported soil and aggregate materials. CONTRACTOR shall also provide particle size analysis/grading analysis for these materials.

1.04 CODE COMPLIANCE

A. Comply with the applicable sections of the "State of Florida Department of Transportation's (FDOT) Standard Specifications for Road and Bridge Construction".

PART 2 - PRODUCTS

2.01 GENERAL

A. All materials furnished hereunder shall comply with the applicable sections of the Florida Department of Transportation's (FDOT) "Standard Specifications for Road and Bridge Construction" current edition which are hereby incorporated into these specifications by reference.

2.02 MATERIALS

A. General: Use locally available materials and gradations which exhibit a satisfactory record of previous installations.

B. Subgrade Stabilizing Material: Stabilization per FDOT Section 160.

C. Base Course: The base course shall be constructed with either one of the following materials.

1. Limerock Base Course: FDOT Section 911, for on-site pavement and for all pavement within the right-of-way of County Roads. Limerock shall have a minimum LBR of 100% and shall be mined from an FDOT approved source.

2. Cemented Coquina Shell Base: FDOT Section 911, for on-site pavement.

D. Asphaltic Concrete: Comply with FDOT Section 330 requirements and Section 334 for Superpave Asphalt.

E. Prime and Tack Coats: FDOT Section 300.

PART 3 - EXECUTION

3.01 GENERAL

A. All operations hereunder shall adhere to the requirements of the Florida Department of Transportation for construction within the rights-of-way and FDOT's "Standard Specifications" above and particularly with the following sections.

B. All asphalt shall be replaced to match existing conditions, thickness and type. The bid price will cover any additional work need at no additional cost to the OWNER and shall be done to the satisfaction of the OWNER, CONSULTANT, and permit authorities. If the thickness is unknown, it shall be assumed all asphalt surfaces to be replaced and/or installed are 2.5 to 3.0 inches thick.

3.02 PAVEMENT REMOVAL

A. Remove existing pavement by saw cutting on a straight line at a 90 degree angle with the pavement surface.

3.03 PAVEMENT INSTALLATION

A. Stabilized subgrade shall have a minimum LBR of 40, and minimum densities shall be 98% of maximum dry density as determined by the AASHTO T-180 method D. Materials, construction methods, and testing shall conform to FDOT specifications Section 160 Stabilization, and shall be paid for as part of the work under this section.

B. Base course shall consist of Limerock or cemented coquina with a minimum LBR of 100. After compaction, the base shall have a density that is 98% of maximum dry density as determined by the AASHTO T-180 method. Materials, construction methods, and testing shall conform to FDOT specifications Section 200 for the base material used. This base course shall be used for all paving on the project.

C. Asphalt wearing surface for paved areas shall consist of SP-9.5 or SP-12.5 asphaltic concrete. The asphaltic wearing surface must be placed on an adequately compacted and unyielding base course. Materials, construction methods, and testing shall conform to FDOT specifications Section 334.

D. Pavement Markings: FDOT Sections 710 and 711.

3.04 TESTING

A. In proposed parking/drive areas, a minimum frequency of one in-place density test for each 2,500 sq. ft. of area shall be used. Each 12” lift of fill, as well as the stabilized subgrade (where applicable) and base shall be tested at this frequency.

B. Additional tests may be required for the driveway construction or at more frequent intervals if deemed necessary by the CONSULTANT.

END OF SECTION

SECTION 02840 – CHAIN LINK FENCE

PART 1 – GENERAL

1.01 DESCRIPTION

A. This work consists of all labor, materials, and equipment necessary for furnishing and installing chain link fence, gates, temporary fencing and screening, and accessories in conformance with the specifications, drawings, and details.

1.02 RELATED SECTIONS

A. All of Division 1.

B. **Section 02210 – Grading.**

C. **Section 03700 – Concrete Work**.

1.03 REFERENCES

A. ASTM F668, Standard Specification for PVC-Coated Steel Chain Link Fence Fabric.

B. ASTM F900, Standard Specification for Industrial and commercial Swing Gates.

C. ASTM F1083, Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated .Welded for Fence Structures.

D. ASTM F567, Standard Practice for Installation of Chain-Link Fences.

E. ASTM F626 Standard Specification for Fence Fittings.

1.04 SUBMITTALS

A. Submit manufacturer's data for fabric, posts, gates, and all other materials, finishes, and appurtenances.

B. Submit shop drawing showing dimensions of materials and layout of posts and gates.

C. Submit temporary fencing and screening plan.

PART 2 – PRODUCTS

2.01 GENERAL

A. Match, style, finish, and color of each fence component with that of other fence components. All fence components shall be black, PVC coated.

2.02 CHAIN LINK FENCE FABRIC

A. Fence fabric shall be black, PVC coated galvanized fabric conforming to STM F668, Class 1 or 2a with a minimum thickness of five (5) mm.

B. Fence height shall be 96 inches.

C. Core wire gauge shall be No. 9 prior to vinyl coating.

D. Link patter shall be two (2) inch diamond mesh.

E. Loops of knuckled selvages shall be closed or nearly closed with space not exceeding diameter of wire

F. Wires of twisted selvages shall be twisted in a closed helix three full turns and cut at an angle to provide sharp barbs that extend a minimum of ¼-inch beyond the twist.

G. Fencing shall be slatted.

2.03 POSTS

A. Strength and stiffness requirements shall meet ASTM F1043, except as modified in this section. The steel shall meet the requirements of ASTM F1083.

B. The post length shall be the manufacturer's standard with an allowance for a minimum of 36 inches of embedment below finished grade.

C. Protective coating shall be a zinc coating applied to the internal and external portions of the post meeting the requirements of ASTM F1043, Type A.

D. Color coating shall be applied over the zinc coating a minimum of 10 mils in thickness and matching the color of the chain link fabric.

E. Line posts shall have an outside diameter of 2½-inches and a minimum weight of 2.96 pounds per foot.

F. End, corner, angle, and pull posts shall have an outside diameter of three (3) inches and a minimum weight of 4.69 pounds per foot.

G. Gates posts shall have an outside diameter of four (4) inches and a minimum weight of 4.85 pounds per foot.

2.04 TOP RAILS AND BRACE RAILS

A. Rails shall be manufactured from galvanized steel pipe.

B. The protective coating and color coating shall match the coating applied to the posts.

C. The rails shall have an outside diameter of 1⅝ and a minimum weight of 2.27 pounds per foot.

2.05 FENCE FITTINGS

A. Post and line caps shall be designed to accommodate passage of top rail through cap.

B. The protective coating and color coating shall match the coating applied to the posts.

C. Tension and brace bands shall be vinyl clad.

D. Truss rods assemblies shall be ⅜-inches in diameter.

2.06 TENSION WIRE

A. Tension wire shall be zinc-coated steel marcelled tension wire confirming to ASTM A824, Type II, Class 2.

B. The protective coating and color coating shall match the coating applied to the posts.

2.07 GATES

A. Gates shall have welded steel joints with coated with zinc-based paint.

B. The protective coating and color coating shall match the coating applied to the posts.

C. The chain link fabric shall be attached to the gate frame a maximum of every 15 inches.

D. Hinges shall be 180-degree commercial duty.

2.08 PVC VERTICAL SLATS

A. The slats shall be black in color, made of UV-resistant PVC, and installed vertically the entire height of the fence.

2.08 TEMPORARY FENCING AND SCREENING

A. Fence height shall be 72 inches.

B. Temporary screening shall be provided with temporary fencing and may consist of non-transparent fabric or PVC vertical slats which provide a visual barrier of all fenced area.

C. Signage shall be provided and attached to temporary fencing and shall include project emergency contact information.

PART 3 – EXECUTION

3.01 GENERAL

A. Install chain link fences and gates in accordance with ASTM F567, except as modified in this Section.

B. Provide necessary hardware for a complete fence and gate system.

3.02 POST SETTING

A. Driven posts are not acceptable.

B. Post hole depth shall be a minimum of three feet below finished grade.

C. Post holes shall be backfilled with concrete to two (2) inches above finished grade. The concrete shall have a crown to divert water away from the post. Where posts come in contact with concrete, they shall be coated with Koppers 300M or approved equal.

3.03 GATE INSTALLATION

A. Hang gates and adjust hardware so gates operate satisfactorily from both the open and closed positions and all latches operate freely.

3.04 FIELD QUALITY CONTROL

A. Demonstrate to the ENGINEER proper operation of the gates from both the open and closed position prior to final acceptance.

END OF SECTION

SECTION 02936 – SODDING

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated for the following:

1. Preparation of subsoil.
2. Placing topsoil.
3. Fertilizing.
4. Sod installation.
5. Maintenance.

1.02 RELATED SECTIONS

A. All of Division 1.

B. **Section 02210** – Grading.

1.03 REFERENCES

A. FDOT - Florida Department of Transportation - Standard Specifications for Road and Bridge – Latest Edition.

1.04 QUALITY ASSURANCE

A. Sod Producer: Company specializing in sod production and harvesting with a minimum five years of experience and certified by the State of Florida.

B. Installer: Company approved by the sod producer.

C. Sod: Minimum age of 18 months, with root development that will support its own weight, without tearing, when suspended vertically by holding the upper two (2) corners.

D. Submit sod certification for grass species and location of sod source.

E. The CONSULTANT reserves the right to test, reject or approve all materials before application.

1.05 REGULATORY REQUIREMENTS

A. Comply with regulatory agencies for fertilizer.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site no greater than 24 hours in advance of placement. CONTRACTOR responsible for ensuring product is of satisfactory quality/condition, in OWNER'S sole opinion, prior to placement.

B. Store / protect products as necessary and in accordance with manufacturer instructions.

C. Deliver sod on pallets. Protect exposed roots from dehydration.

D. Do not deliver more sod than can be laid within 48 hours.

E. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

F. The CONTRACTOR shall furnish the CONSULTANT invoices of all materials received in order that the minimum application rate of materials may be determined.

1.07 MAINTENANCE SERVICE

A. Maintain sodded areas immediately after placement until grass is well established and exhibits a vigorous growing condition.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Sod:

1. Sod shall be ASPA approved grade, Argentine Bahia, Tifton Bermuda, Floritam, or St. Augustine to match existing or better as directed, with firm texture having a compacted growth and good root development.
2. Sod shall be absolutely true to varietal type, and free from weeds or other objectionable vegetation, fungus, insects and disease of any kind.
3. Cut sod in area not exceeding 24 inches by 24 inches with minimum one (1) inch and maximum three (3) inch of topsoil base.
4. The sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting to the time it is planted.

B. Topsoil:

1. Excavated from site and free of weeds.
2. Topsoil to be minimum three (3) inches thick.

C. Fertilizer:

1. In accordance with FDOT 982-1.

D. Water:

1. Clean, fresh, and free of substances or matter, which could inhibit vigorous growth of grass.

PART 3 - EXECUTION

3.01 INSPECTION

A. Verify that prepared subsoil is ready to receive the work of this Section.

3.02 FERTILIZING

A. Apply fertilizer in accordance with manufacturer's instructions.

B. Apply after smooth raking of topsoil and prior to installation of sod.

C. Apply fertilizer no more than 48 hours before laying sod.

D. Mix thoroughly into upper two (2) inches of topsoil.

E. Lightly water to aid the dissipation of fertilizer.

3.03 LAYING SOD

A. Moisten prepared surface immediately prior to laying sod.

B. Lay sod tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.

C. Stake sod with 1x2 stakes on all areas with slopes greater than one (1) vertical to five (5) horizontal.

D. Coordinate sod installation with irrigation system components.

3.04 MAINTENANCE

A. Water to prevent grass and soil from drying out.

B. Immediately replace sod in areas, which show deterioration or bare spots.

3.05 APPROXIMATE AREA TO BE SODDED

A. All construction areas disturbed by construction of the project except those areas receiving pavement, rock, or concrete. CONTRACTOR is to take into account his anticipated ditch width and pit sizes at the surface when accounting for the cost of this work.

END OF SECTION

SECTION 03100 – CONCRETE FORMWORK

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required to design, install and remove formwork for cast-in-place concrete complete as shown on the Drawings and specified herein.

B. Secure to forms as required or set for embedment as required, all miscellaneous metal items, sleeves, reglets, anchor bolts, inserts and other items furnished under other Sections and required to be cast into concrete, or approved in advance by the CONSULTANT.

1.02 RELATED WORK

A. Concrete Reinforcement is included in **Section 03200** – Concrete Reinforcement.

B. Cast-in-Place Concrete is included in **Section 03300** – Cast-in-Place Concrete.

1.03 SUBMITTALS

A. Submit to the CONSULTANT, in accordance with **Section 01300** - Submittals, shop drawings, and product data showing materials of construction and details of installation for:

1. Form release agent

2. Form ties

3. Tapered Ties : Proposed method and products for sealing form tie hole.

B. Samples

1. Demonstrate to the CONSULTANT on a designated area of the concrete substructure exterior surface that the form release agent will not adversely affect concrete surfaces to be painted, coated or otherwise finished and will not affect the forming materials.

C. Certificates

1. Statement of qualification for the formwork designer retained by CONTRACTOR. Formwork designer shall be a professional CONSULTANT registered in the same state as the project site. Designer shall have at a minimum five years of experience designing the required formwork and falsework systems.

2. Certify that form release agent is suitable for use in contact with potable water after 30 days (non-toxic and free of taste and odor).

1.04 REFERENCE STANDARDS

A. American Concrete Institute (ACI)

1. ACI 301 – Standard Specification for Structural Concrete

2. ACI 318 – Building Code Requirements for Reinforced Concrete

3. ACI 347 – Formwork for Concrete

B. American Plywood Association (APA)

1. Material grades and designations as specified

C. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.05 SYSTEM DESCRIPTION

A. Formwork shall be designed and erected in accordance with the requirements of ACI 301 and ACI 318 and as recommended in ACI 347 and shall comply with all applicable regulations and codes. The design shall consider any special requirements due to the use of plasticized and/or retarded set concrete. Design forms and ties to withstand concrete pressures without budging, spreading, or lifting forms.

B. Architectural Concrete is wall, slab, beam or column concrete which will have surfaces exposed to view in the finished work. It includes similar exposed surfaces in water containment structures from the top of walls to 2-ft below the normal water surface in open tanks and basins.

PART 2 PRODUCTS

2.01 GENERAL

A. The usage of a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configurations desired.

2.02 MATERIALS

A. General: Forms for cast in place concrete shall be made of wood, metal, or other approved material. Construct wood forms of sound lumber or plywood of suitable dimensions and free from knotholes and loose knots. Where used for exposed surfaces, dress and match boards. Sand plywood smooth and fit adjacent panels with tight joints. Metal forms may be used when approved by the CONSULTANT and shall be of an appropriate type for the class of work involved. All forms shall be designed and constructed to provide a flat, uniform concrete surface requiring minimal finishing or repairs.

B. Form Release Agent

1. Coat all forming surfaces in contact with concrete using an effective, non-staining, non-residual, water based, bond-breaking form coating unless otherwise noted. Form release agents used in potable water containment structures shall be suitable for use in contact with potable water and shall be non-toxic and free of taste or odor and meet the requirements of NSF/ANSI Standard 61. Form release agent shall be Farm Fresh by Unitex or CONSULTANT approved equal.

PART 3 EXECUTION

3.01 GENERAL

A. Forms shall be used for all cast-in-place concrete including sides of footings. Forms shall be constructed and placed so that the resulting concrete will be of the shape, lines, dimensions and appearance indicated on the drawings.

B. Molding, bevels, or other types of chamfer strips shall be placed to produce block outs, rustications, or chamfers as shown on the Drawings or as specified herein. Chamfer strips shall be provided at horizontal and vertical projecting corners to produce a ¾-in chamfer. Rectangular or trapezoidal moldings shall be placed in locations requiring sealants where specified or shown on the Drawings. Sizes of moldings shall conform to the sealants manufacturer's recommendations.

C. Forms shall be sufficiently rigid to withstand construction loads and vibration and to prevent displacement or sagging between supports. Construct forms so that the concrete will not be damaged by their removal. The CONTRACTOR shall be entirely responsible for the adequacy of the forming system.

D. Before form material is re-used, all surfaces to be in contact with concrete shall be thoroughly cleaned, all damaged places repaired, all projecting nails withdrawn and all protrusions smoothed. Reuse of wooden forms for other than rough finish will be permitted only if a "like new" condition of the form is maintained.

3.02 FORM TOLERANCES

A. Forms shall be surfaced, designed and constructed in accordance with the recommendations of ACI 301 and shall meet the following additional requirements for the specified finishes.

1. Formed Surface Exposed to View: Edges of all form panels in contact with concrete shall be flush within 1/16-in and forms for plane surfaces shall be such that the concrete will be plane within 3/16-in in 4-ft. Forms shall be tight to prevent the passage of mortar, water and grout. The maximum deviation of the finish wall surface at any point shall not exceed ¼-in from the intended surface as shown on the Drawings. Form panels shall be arranged symmetrically and in an orderly manner to minimize the number of seams.

2. Formed surfaces not exposed to view or buried shall meet requirements of Class "C" Surface in ACI 301.

3. Formed rough surfaces including mass concrete, pipe encasement, electrical duct encasement and other similar installations shall have no minimum requirements for surface smoothness and surface deflections. The overall dimensions of the concrete shall be plus or minus 1-in.

3.03 FORM PREPARATION

A. Wood forms in contact with the concrete shall be coated with an effective release agent prior to form installation.

B. Steel forms shall be thoroughly cleaned and mill scale and other ferrous deposits shall be sandblasted or otherwise removed from the contact surface for all forms, except those utilized for surfaces receiving a rough finish. All forms shall have the contact surfaces coated with a release agent.

3.04 REMOVAL OF FORMS

A. The CONTRACTOR shall be responsible for all damage resulting from removal of forms. Forms and shoring for structural slabs or beams shall remain in place in accordance with ACI 301. Form removal shall conform to the requirements specified in **Section 03300** – Cast-in-Place Concrete including curing requirements.

B. Repair all damages resulting from removal of forms.

C. Clean, fill and seal form tie hole with non-shrink cement grout. The CONTRACTOR shall be responsible for the watertightness of the form ties holes and any repair necessary to maintain watertightness of tie holes.

3.05 INSPECTION

A. The CONSULTANT on site shall be notified when the forms are complete and ready for inspection at least 6 hours prior to the proposed concrete placement.

B. Failure of the forms to comply with the requirements specified herein or to produce concrete complying with the requirements of **Section 03300** – Cast-in-Place Concrete shall be grounds for rejection of that portion of the concrete work. Rejected work shall be repaired or replaced as directed by the CONSULTANT at no additional cost to the OWNER. Such repair or replacement shall be subject to the requirements to this Section and approval of the CONSULTANT.

END OF SECTION

SECTION 03200 – CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required and install all concrete reinforcement complete as shown on the Drawings and as specified herein.

1.02 RELATED WORK

A. Concrete Formwork is included in **Section 03100 –** Concrete Formwork.

B. Cast-in-place Concrete is included in **Section 03300 –** Cast-in-Place Concrete.

1.03 SUBMITTALS

A. Submit to the CONSULTANT, in accordance with **Section 01300 -** Submittals, shop drawings and product data showing materials of construction and details of installation for:

1. Reinforcing steel: Placement drawings shall conform to the recommendations of the CRSI Manual of Standard Practice and ACI SP-66. All reinforcement in a concrete placement shall be included on a single placement drawing or cross referenced to the pertinent main placement drawing. The main drawing shall include the additional reinforcement (around openings, at corners, etc) shown on the standard detail sheets. Bars to have special coatings and/or to be of special steel or special yield strength are to be clearly identified. For all cast-in-place concrete tanks, retaining walls, building stem walls, wall sections shall be included in the drawings.

2. All splice and joint locations shall be indicated on placement drawings. Splice lengths shall be clearly dimensioned.

3. Reinforcement cover shall be clearly indicated.

4. Submit reinforcement shop drawing for each structure as a complete package. Submittal showing portions of a structure will not be acceptable, unless acceptable by CONSULTANT in advance.

5. Submittals consisting of schedules without accompanying placement drawings will not be acceptable, unless acceptable by CONSULTANT in advance.

6. Bar bending details. The bars shall be referenced to the same identification marks shown on the placement drawings and shipping tags. Schedules shall be located on the same sheet where the bar mark is referenced. Schedule of all placements to contain synthetic reinforcing fibers. The amount of fibers per cubic yard to be used for each of the placements shall be noted on the schedule. The name of the manufacturer of the fibers and the product data shall be included with the submittal.

B. Test Reports

1. Certified copy of mill test on each steel proposed for use showing the physical properties of the steel and the chemical analysis.

2. Mechanical Reinforcing Bar Couplers. Current Evaluation Report prepared by ICC-ES or by other approved testing agency.

C. Certificates

1. Welder's certification. The certification shall be in accordance with AWS D1.4 when welding of reinforcement is required.

2. Weld Procedures. Provide procedure for each type of welded reinforcing splice in accordance with AWS D1.4 when welding of reinforcing is required.

1.04 REFERENCE STANDARDS

A. American Society for Testing and Materials (ASTM)

1. ASTM A82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.

2. ASTM A184 - Standard Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.

3. ASTM A185 - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement

4. ASTM A496 - Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement

5. ASTM A497 - Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement

6. ASTM A615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

7. ASTM A616 - Standard Specification for Rail-Steel Deformed and Plain Bars for Concrete Reinforcement

8. ASTM A617 - Standard Specification for Axle-Steel Deformed and Plain Bars for Concrete Reinforcement

9. ASTM A706 - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.

10. ASTM A767 - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement

11. ASTM A775 - Standard Specification for Epoxy-Coated Reinforcing Steel Bars.

12. ASTM A884 - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Fabric for Reinforcement.

13. ASTM A934 - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.

B. American Concrete Institute (ACI)

1. ACI 301 - Standard Specification for Structural Concrete

2. ACI 315 - Details and Detailing of Concrete Reinforcement.

3. ACI 318 - Building Code Requirements for Structural Concrete

4. ACI SP-66 - ACI Detailing Manual

C. Concrete Reinforcing Steel Institute (CRSI)

1. Manual of Standard Practice

D. American Welding Society (AWS)

1. AWS D1.4 - Structural Welding Code Reinforcing Steel

E. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.05 QUALITY ASSURANCE

A. Provide services of a manufacturer's representative, with at least 2 years experience in the use of the reinforcing fibers for a preconstruction meeting and assistance during the first placement of the material.

1.06 DELIVERY, HANDLING AND STORAGE

A. Reinforcing steel shall be substantially free from mill scale, rust, dirt, grease, or other foreign matter.

B. Reinforcing steel shall be shipped and stored with bars of the same size and shape fastened in bundles with durable tags, marked in a legible manner with waterproof markings showing the same "mark" designations as those shown on the submitted Placing Drawings.

C. Reinforcing steel shall be stored off the ground and kept free from dirt, oil, or other injurious contaminants

PART 2 - PRODUCTS

2.01 MATERIALS

A. Materials shall be new, of domestic manufacture and shall comply with the following material specifications.

B. Deformed Concrete Reinforcing Bars: ASTM A615, Grade 60 deformed bars.

C. Concrete Reinforcing Bars required on the Drawings to be Welded: ASTM A706.

D. Welded Wire Reinforcement: ASTM A1064. Provide in flat sheets.

E. Welded Plain Bar Mats: ASTM A704 and ASTM A615 Grade 60 plain bars.

F. Fabricated Deformed Steel Bar Mats: ASTM A184 and ASTM A615 Grade 60 deformed bars.

G. Reinforcing Steel Accessories

1. Plastic Protected Bar Supports: CRSI Bar Support Specifications, Class 1 - Maximum Protection.

2. Stainless Steel Protected Bar Supports: CRSI Bar Support Specifications, Class 2 - Moderate Protection.

3. Precast Concrete Block Bar Supports: CRSI Bar Support Specifications, Precast Blocks. Blocks shall have equal or greater strength than the surrounding concrete.

4. Steel Protected Bar Supports: #4 Steel Chairs with plastic or rubber tips.

H. Tie Wire

1. Tie Wires for Reinforcement shall be 16-gauge or heavier, black annealed wire or stranded wire.

I. Mechanical Reinforcing Bar Couplers

1. General : Use only at locations indicated on the Drawings or where written approval has been obtained from the CONSULTANT.

2. Mechanical reinforcing steel butt splices shall be positive connecting taper threaded type employing a hexagonal coupler such as Lenton rebar splices as manufactured by Erico Products Inc., Solon, OH or approved equal. They shall meet all ACI 318 Building Code requirements. Bar ends must be taper threaded with coupler manufacturer's bar threader to ensure proper taper and thread engagement.

3. Bar couplers shall be torqued to manufacturer's recommended value.

4. Unless otherwise noted on the Drawings, mechanical tension splices shall be designed to produce a splice strength in tension or compression of not less than 125 percent of the ASTM specified minimum yield strength of the rebar.

5. Compression type mechanical splices shall provide concentric bearing from one bar to the other bar and shall be capable of developing the ultimate strength of the rebar in compression.

6. Form saver type mechanical couplers shall have flanges with nailing holes to positively attach coupler to formwork.

J. Fiber Reinforcement

Synthetic reinforcing fiber for concrete shall be 100 percent polypropylene collated, fibrillated fibers as manufactured by Fibermesh Company of Synthetic Industries Inc.,Chattanooga, TN - Fibermesh or equal. Fiber length and quantity for the concrete mix shall be in strict compliance with the manufacturer's recommendations as approved by the CONSULTANT.

2.01 FABRICATION

A. Fabrication of reinforcement shall be in compliance with the CRSI Manual of Standard Practice and ACI SP-66.

B. Bars shall be cold bent. Bars shall not be straightened or rebent.

C. Bars shall be bent around revolving collar having a diameter of not less than that recommended by the ACI SP-66.

D. Bar ends that are to be butt spliced, placed through limited diameter holes in metal, or threaded, shall have the applicable end(s) saw-cut. Such ends shall terminate in flat surfaces within 1-1/2 degrees of a right angle to the axis of the bar.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Surface condition, bending, spacing and tolerances of placement of reinforcement shall comply with the CRSI Manual of Standard Practice and ACI SP-66. The CONTRACTOR shall be solely responsible for providing and adequate number of bars and maintaining the spacing and clearances shown on the Drawings.

B. Except as otherwise indicated on the Drawings, the minimum concrete cover of reinforcement shall be as follows:

1. Concrete cast against and permanently exposed to earth: 3-in

2. Concrete exposed to soil, water, sewage, sludge and/or weather: 2-in (Including bottom cover of slabs over water or sewage)

3. Concrete not exposed to soil, water, sewage, sludge and/or weather:

a. Slabs (top and bottom cover), walls, joists, shells and folded plate members – 2 in.

b. Beams and columns (principal reinforcement, ties, spirals and stirrups) – 2 in.

C. Reinforcement which will be exposed for a considerable length of time after being placed shall be coated with a heavy coat of neat cement slurry.

D. No reinforcing steel bars shall be welded either during fabrication or erection unless specifically shown on the Drawings or specified herein, or unless prior written approval has been obtained from the CONSULTANT. All bars that have been welded, including tack welds, without such approval shall be immediately removed from the work. When welding of reinforcement is approved or called for, it shall comply with AWS D1.4.

E. Reinforcing steel interfering with the location of other reinforcing steel, conduits or embedded items, may be moved within the specified tolerances or one bar diameter, whichever is greater. Greater displacement of bars to avoid interference shall only be made with the approval of the CONSULTANT. Do not cut reinforcement to install inserts, conduits, mechanical openings or other items without the prior approval of the CONSULTANT.

F. Securely support and tie reinforcing steel to prevent movement during concrete placement. Secure dowels in place before placing concrete.

G. Reinforcing steel bars shall not be field bent except where shown on the Drawings or specifically authorized in writing by the CONSULTANT. If authorized, bars shall be cold-bent around the standard diameter spool specified in the CRSI. Do not heat bars. Closely inspect the reinforcing steel for breaks. If the reinforcing steel is damaged, replace, Cadweld or otherwise repair as directed by the CONSULTANT. Do not bend reinforcement after it is embedded in concrete unless specifically shown otherwise on the Drawings.

3.02 REINFORCEMENT AROUND OPENINGS

A. Unless specific additional reinforcement around openings is shown on the Drawings, provide additional reinforcing steel on each side of the opening equivalent to one half of the cross-sectional area of the reinforcing steel interrupted by an opening. The bars shall have sufficient length to develop bond at each end beyond the opening or penetration.

3.03 SPLICING OF REINFORCEMENT

A. Splices designated as compression splices on the Drawings, unless otherwise noted, shall be 30 bar diameters, but not less than 12-in. The lap splice length for column vertical bars shall be based on the bar size in the column above.

B. Tension lap splices shall be provided at all laps in compliance with ACI SP-66. Splices in adjacent bars shall be staggered. Class A splices may be used when 50 percent or less of the bars are spliced within the required lap length. Class B splices shall be used at all other locations.

C. Splicing of reinforcing steel in concrete elements noted to be "tension members" on the Drawings shall be avoided whenever possible. However, if required for constructability, splices in the reinforcement subject to direct tension shall be welded to develop, in tension, at least 125 percent of the specified yield strength of the bar. Splices in adjacent bars shall be offset the distance of a Class B splice.

D. Install wire fabric in as long lengths as practicable. Wire fabric from rolls shall be rolled flat and firmly held in place. Splices in welded wire fabric shall be lapped in accordance with the requirements of ACI SP-66 but not less than 12-in. The spliced fabrics shall be tied together with wire ties spaced not more than 24-in on center and laced with wire of the same diameter as the welded wire fabric. Do not position laps midway between supporting

beams, or directly over beams of continuous structures. Offset splices in adjacent widths to prevent continuous splices.

E. Mechanical reinforcing steel splicers shall be used only where shown on the Drawings. Splices in adjacent bars shall be offset by at least 30 bar diameters. Mechanical reinforcing splices are only to be used for special splice and dowel conditions approved by the CONSULTANT.

3.04 ACCESSORIES

A. Determine, provide and install accessories such as chairs, chair bars and the like in sufficient quantities and strength to adequately support the reinforcement and prevent its displacement during the erection of the reinforcement and the placement of concrete.

B. Use precast concrete blocks where the reinforcing steel is to be supported over soil.

C. Stainless steel bar supports or steel chairs with stainless steel tips shall be used where the chairs are set on forms for a concrete surface that will be exposed to weather, high humidity, or liquid (including bottom of slabs over liquid containing areas). Use of galvanized or plastic tipped metal chairs is permissible in all other locations unless otherwise noted on the Drawings or specified herein.

D. Alternate methods of supporting top steel in slabs, such as steel channels supported on the bottom steel or vertical reinforcing steel fastened to the bottom and top mats, may be used if approved by the CONSULTANT.

3.05 INSPECTION

A. In no case shall any reinforcing steel be covered with concrete until the installation of the reinforcement, including the size, spacing and position of the reinforcement has been observed by the CONSULTANT and the CONSULTANT's release to proceed with the concreting has been obtained. The CONSULTANT shall be given ample prior notice of the readiness of placed reinforcement for observation. The forms shall be kept open until the CONSULTANT has finished his/her observations of the reinforcing steel.

END OF SECTION

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SECTION 03300 – CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor and materials required and install cast-in-place concrete complete as shown on the Drawings and as specified herein.

1.02 RELATED WORK

A. Concrete Formwork is included in **Section 03100 –** Concrete Formwork.

B. Concrete Reinforcement is included in **Section 03200 –** Concrete Reinforcement.

1.03 SUBMITTALS

A. Submit to the CONSULTANT, in accordance with **Section 01300** - Submittals, shop drawings and product data including the following:

1. Sources of cement, pozzolan and aggregates.

2. Material Safety Data Sheets (MSDS) for all concrete components and admixtures.

3. Air-entraining admixture. Product data including catalogue cut, technical data, storage requirements, product life, recommended dosage, temperature considerations and conformity to ASTM standards.

4. Water-reducing admixture. Product data including catalogue cut, technical data, storage requirements, product life, recommended dosage, temperature considerations and conformity to ASTM standards.

5. High-range water-reducing admixture (plasticizer). Product data including catalogue cut, technical data, storage requirements, product life, recommended dosage, temperature considerations, retarding effect, slump range and conformity to ASTM standards. Identify proposed locations of use.

6. Concrete mix for each formulation of concrete proposed for use including constituent quantities per cubic yard, water-cementitious materials ratio, concrete slump, type and manufacturer of cement. Provide either a. or b. below for each mix proposed.

    a. Standard deviation data for each proposed concrete mix based on statistical records.

    b. The curve of water-cementitious materials ratio versus concrete cylinder strength for each formulation of concrete proposed based on laboratory tests. The cylinder strength shall be the average of the 28 day cylinder strength test results for each mix. Provide results of 7 and 14 day tests if available.

7. Sheet curing material. Product data including catalogue cut, technical data and conformity to ASTM standard.

8. Liquid curing compound. Product data including catalogue cut, technical data, storage requirements, product life, application rate and conformity to ASTM standards. Identify proposed locations of use.

B. Samples

1. Fine and coarse aggregates if requested by the CONSULTANT.

C. Test Reports

1. Fine aggregates – Sieve analysis, physical properties, and deleterious substance.

2. Coarse aggregates – Sieve analysis, physical properties, and deleterious substances.

3. Cements – Chemical analysis and physical properties for each type.

4. Pozzolans – Chemical analysis and physical properties.

5. Proposed concrete mixes – Compressive strength, slump and air content.

D. Certifications

1. Certify admixtures used in the same concrete mix are compatible with each other and the aggregates.

2. Certify admixtures are suitable for use in contact with potable water after 30 days of concrete curing.

3. Certify curing compound is suitable for use in contact with potable water after 30 days (non-toxic and free of taste or odor).

1.04 REFERENCE STANDARDS

A. American Concrete Institute (ACI).

1. ACI 301 - Standard Specification for Structural Concrete

2. ACI 305.1 – Standard Specification for Hot Weather Concreting.

3. ACI 306.1 - Standard Specification for Cold Weather Concreting.

4. ACI 318 – Building Code Requirements for Structural Concrete and Commentary

B. American Society for Testing and Materials (ASTM)

1. ASTM C31 – Standard Practice for Making and Curing Concrete Test Specimens in the Field.

2. ASTM C33 - Standard Specification for Concrete Aggregates.

3. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

4. ASTM C42 - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.

5. ASTM C94 - Standard Specification for Ready-Mixed Concrete.

6. ASTM C143 - Standard Test Method for Slump of Hydraulic Cement Concrete

7. ASTM C150 - Standard Specification for Portland Cement

8. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete

9. ASTM C173 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.

10. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.

11. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.

12. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.

13. ASTM C494 - Standard Specification for Chemical Admixtures for Concrete.

14. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.

15. ASTM C1017 - Standard Specification for Chemical Admixtures for use in Producing Flowing Concrete.

C. Nation Ready Mixed Concrete Association (NRMCA)

D. Where reference is made to one of the above standards, the revision in effect at the time of bid shall apply.

1.05 QUALITY ASSURANCE

A. Reinforced concrete shall comply with specifications and standards noted above. The most stringent requirement of the specifications, standards and this Section shall apply when conflicts exist.

B. Only one source of cement and aggregates shall be used on any one structure. Concrete shall be uniform in color and appearance.

C. Well in advance of placing concrete, discuss with the CONSULTANT the sources of individual materials and batched concrete proposed for use. Discuss placement methods, waterstops and curing. Propose methods of hot and cold weather concreting as required. Prior to the placement of any concrete containing a high-range water-reducing admixture (plasticizer), the CONTRACTOR, accompanied by the plasticizer manufacturer, shall discuss the properties and techniques of batching and placing plasticized concrete.

D. If, during the progress of the work, it is impossible to secure concrete of the required workability and strength with the materials being furnished, the CONSULTANT may order such changes in proportions or materials, or both, as may be necessary to secure the desired properties. All changes so ordered shall be made at the CONTRACTOR's expense.

E. If, during the progress of the work, the materials from the sources originally accepted change in characteristics, the CONTRACTOR shall, at his/her expense, make new acceptance tests of aggregates and establish new design mixes.

F. Testing of the following materials shall be furnished by the CONTRACTOR to verify conformity with this Specification Section and the stated ASTM Standards.

1. Fine aggregates for conformity with ASTM C33 - Sieve analysis, physical properties, and deleterious substances.

2. Coarse aggregates for conformity with ASTM C33 - Sieve analysis, physical properties, and deleterious substances.

3. Cements for conformity with ASTM C150 - Chemical analysis and physical properties.

4. Pozzolans for conformity with ASTM C618 - Chemical analysis and physical properties.

5. Proposed concrete mix designs - Compressive strength, slump and air content.

G. Field testing and inspection services will be provided by the CONTRACTOR in accordance with **Section 01400** – General Quality Control.

1. Concrete placements - Compressive strength (cylinders), compressive strength (cores), slump, and air content.

2. Other materials or products that may come under question.

H. All materials incorporated in the work shall conform to accepted samples.

1.06 DELIVERY, STORAGE AND HANDLING

A. Cement: Store in weather-tight buildings, bins or silos to provide protection from dampness and contamination and to minimize warehouse set.

B. Aggregate: Arrange and use stockpiles to avoid excessive segregation or contamination with other materials or with other sizes of like aggregates. Build stockpiles in successive

horizontal layers not exceeding 3 feet in thickness. Complete each layer before the next is started. Do not use frozen or partially frozen aggregate.

C. Sand: Arrange and use stockpiles to avoid contamination. Allow sand to drain to uniform moisture content before using. Do not use frozen or partially frozen aggregates.

D. Admixtures: Store in closed containers to avoid contamination, evaporation or damage. Provide suitable agitating equipment to assure uniform dispersion of ingredients in admixture solutions which tend to separate. Protect liquid admixtures from freezing and other temperature changes which could adversely affect their characteristics.

E. Pozzolan: Store in weather-tight buildings, bins or silos to provide protection from dampness and contamination.

F. Sheet Curing Materials: Store in weather-tight buildings or off the ground and under cover.

G. Liquid Curing Compounds: Store in closed containers.

PART 2 PRODUCTS

2.01 GENERAL

A. The use of manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.

B. Cement: U.S. made Portland cement complying with ASTM C150. Air entraining cements shall not be used. Cement brand shall be subject to approval by the CONSULTANT and one brand shall be used throughout the work.

2.02 MATERIALS

A. Materials shall comply with this Section and any applicable State or local requirements.

B. Cement: The following cement type(s) shall be used:

1. All Classes – Type I/II or Type II

C. Fine Aggregate: Washed inert natural sand conforming to the requirements of ASTM C33.

D. Coarse Aggregate: Well-graded crushed stone or washed gravel conforming to the requirements of ASTM C33. Grading requirements shall be as listed in ASTM C33 Table 2 for the specified coarse aggregate size number. Limits of Deleterious Substances and Physical Property Requirements shall be as listed in ASTM C33 Table 3 for severe weather regions. Size numbers for the concrete mixes shall be as shown in Table 1 herein.

E. Water: Potable water free from injurious amounts of oils, acids, alkalis, salts, organic matter, or other deleterious substances.

F. Admixtures: Admixtures shall be free of chlorides and alkalis (except for those attributable to water). When it is required to use more than one admixture in a concrete mix, the

admixtures shall be from the same manufacturer. Admixtures shall be compatible with the concrete mix including other admixtures and shall be suitable for use in contact with potable water after 30 days of concrete curing.

1. Air-Entraining Admixture: The admixture shall comply with ASTM C260. Proportioning and mixing shall be in accordance with manufacturer's recommendations.

2. Water-Reducing Agent: The admixture shall comply with ASTM C494, Type A. Proportioning and mixing shall be in accordance with manufacturer's recommendations.

3. High-Range Water-Reducer (Plasticizer): The admixture shall comply with ASTM C494, Type F and shall result in non-segregating plasticized concrete with little bleeding and with the physical properties of low water/cement ratio concrete. The treated concrete shall be capable of maintaining its plastic state in excess of 2 hours. Proportioning and mixing shall be in accordance with manufacturer's recommendations. Where walls are 14 inches thick or less and the wall height exceeds 12 feet a mix including a plasticizer must be used.

4. Admixtures causing retarded or accelerated setting of concrete shall not be used without written approval from the CONSULTANT. When allowed, the admixtures shall be retarding or accelerating water reducing or high range water reducing admixtures.

G. Pozzolan (Fly Ash): Pozzolan shall be Class C or Class F fly ash complying with ASTM C618 except the Loss on Ignition (LOI) shall be limited to 3% maximum.

H. Ground-Granulated Blast Furnace Slag. Ground-granulated blast furnace slag shall conform to the following:

1. ASTM C989.

2. Slag activity classification: Grade 100 or 120.

I. Sheet Curing Materials. Waterproof paper, polyethylene film or white burlap-polyethylene sheeting all complying with ASTM C171.

J. Liquid Curing Compound. Liquid membrane-forming curing compound shall comply with the requirements of ASTM C309, Type 1-D (clear or translucent with fugitive dye) and shall contain no wax, paraffin, or oil. Curing compound shall be approved for use in contact with potable water after 30 days (non-toxic and free of taste or odor). Curing compound shall comply with Federal, State and local VOC limits.

2.03 MIXES

A. Development of mix designs and testing shall be by an independent testing laboratory acceptable to the CONSULTANT engaged by and at the expense of the CONTRACTOR.

B. Select proportions of ingredients to meet the design strength and materials limits specified in Table 1 and to produce concrete having proper placability, durability, strength, appearance and other required properties. Proportion ingredients to produce a

homogenous mixture which will readily work into corners and angles of forms and around reinforcement without permitting materials to segregate or allowing excessive free water to collect on the surface.

C. The design mix shall be based on standard deviation data of prior mixes with essentially the same proportions of the same constituents or, if such data is not available, be developed by a testing laboratory, acceptable to the CONSULTANT, engaged by and at the expense of the CONTRACTOR. Acceptance of mixes based on standard deviation shall be based on the modification factors for standard deviation tests contained in ACI 318. The water content of the concrete mix, determined by laboratory testing, shall be based on a curve showing the relation between water cementitious ratio and 7 and 28 day compressive strengths of concrete made using the proposed materials. The curves shall be determined by four or more points, each representing an average value of at least three test specimens at each age. The curves shall have a range of values sufficient to yield the desired data, including the specified design strengths as modified below, without extrapolation. The water content of the concrete mixes to be used, as determined from the curve, shall correspond to strengths 16 percent greater than the specified design strengths. The resulting mix shall not conflict with the limiting values for maximum water cementitious ratio and net minimum cementitious content as specified in Table 1.

D. Compression Tests: Provide testing of the proposed concrete mix or mixes to demonstrate compliance with the specified design strength requirements in conformity with the above paragraph.

E. Entrained air, as measured by ASTM C231, shall be as shown in Table 1.

1. If the air-entraining agent proposed for use in the mix requires testing methods other than ASTM C231 to accurately determine air content, make special note of this requirement in the admixture submittal.

F. Slump of the concrete as measured by ASTM C143, shall be as shown in Table 1. If a high-range water-reducer (plasticizer) is used, the slump indicated shall be that measured before plasticizer is added. Plasticized concrete shall have a slump ranging from 5 to 8 inches.

G. Proportion admixtures according to the manufacturer's recommendations. Two or more admixtures specified may be used in the same mix provided that the admixtures in combination retain full efficiency and have no deleterious effect on the concrete or on the properties of each other.

TABLE 1 – CONCRETE MIX REQUIREMENTS						
Class	Design Strength (1)	Cement (2)	Fine Aggregate (2)	Coarse Aggregate (3)		Cementitious Content (4)
A	2,500	C150 Type II	C33	57		440 min.
B	3,000	C150 Type II	C33	57		480 min.
C	4,000	C150 Type II	C33	57		560 min.
D	5,000	C150 Type II	C33	57		660 min.
Class	W/cm Ratio (5)	Fly Ash	AE Range (6)	WR (7)	HRWR (8)	Slump Range (inches)
A	0.63 max	--	3.5 to 5	Yes	--	1-4
B	0.54 max	--	3.5 to 5	Yes	*	1-3
C	0.44 max	25% max	3.5 to 5	Yes	*	3-5
D	0.40 max	--	3.5 to 5	Yes	*	3-5

NOTES:	
(1)	Minimum compressive strength in psi at 28 days.
(2)	ASTM Designation.
(3)	Size number in ASTM C33.
(4)	Cementitious content in pounds/cubic yard.
(5)	W/Cm is water-cementitious ratio by weight.
(6)	AE is percent air-entrainment.
(7)	WR is water-reducer admixture.
(8)	HRWR is high-range water-reducer admixture.
*	HRWR used at the CONTRACTOR's option except where walls are 14 inches thick or less and the wall height exceeds 12 feet, a mix including a plasticizer must be used.

PART 3 EXECUTION

3.01 MEASURING MATERIALS

A. Concrete shall be composed of portland cement, fine aggregate, coarse aggregate, water and admixtures as specified and shall be produced by a plant acceptable to the CONSULTANT. All constituents, including admixtures, shall be batched at the plant except a high-range water-reducer may also be added in the field.

B. Measure materials for batching concrete by weighing in conformity with and within the tolerances given in ASTM C94 except as otherwise specified. Scales shall have been certified by the local Sealer of Weights and Measures within 1 year of use.

C. Measure the amount of free water in fine aggregates within 0.3 percent with a moisture meter. Compensate for varying moisture contents of fine aggregates. Record the number of gallons of water as-batched on printed batching tickets.

D. Admixtures shall be dispensed either manually using calibrated containers or measuring tanks, or by means of an automatic dispenser approved by the manufacturer of the specific admixture.

1. Charge air-entraining and chemical admixtures into the mixer as a solution using an automatic dispenser or similar metering device.

2. Inject multiple admixtures separately during the batching sequence.

3.02 MIXING AND TRANSPORTING

A. Batch plants shall have a current NRMCA Certification or equal.

B. Concrete shall be ready-mixed concrete produced by equipment acceptable to the CONSULTANT. No hand-mixing will be permitted. Clean each transit mix truck drum and reverse drum rotation before the truck proceeds under the batching plant. Equip each transit-mix truck with a continuous, nonreversible, revolution counter showing the number of revolutions at mixing speeds.

C. Ready-mix concrete shall be transported to the site in watertight agitator or mixer trucks loaded not in excess of their rated capacities as stated on the name plate.

D. Keep the water tank valve on each transit truck locked at all times. Any addition of water above the appropriate W/Cm ratio must be directed by the CONSULTANT. Added water shall be incorporated by additional mixing of at least 35 revolutions. All added water shall be metered and the amount of water added shall be shown on each delivery ticket.

E. All central plant and rolling stock equipment and methods shall comply with ACI 318 and ASTM C94.

F. Select equipment of size and design to ensure continuous flow of concrete at the delivery end. Metal or metal-lined non-aluminum discharge chutes shall be used and shall have slopes not exceeding 1 vertical to 2 horizontal and not less than 1 vertical to 3 horizontal. Chutes more than 20-ft long and chutes not meeting slope requirements may be used if concrete is discharged into a hopper before distribution.

G. Retempering (mixing with or without additional cement, aggregate, or water) of concrete or mortar which has reached initial set will not be permitted.

H. Handle concrete from mixer to placement as quickly as practicable while providing concrete of required quality in the placement area. Dispatch trucks from the batching plant so they arrive at the work site just before the concrete is required, thus avoiding excessive mixing of concrete while waiting or delays in placing successive layers of concrete in the forms.

I. Furnish a delivery ticket for ready mixed concrete to the CONSULTANT as each truck arrives. Each ticket shall provide a printed record of the weight of cement and each aggregate as batched individually. Use the type of indicator that returns for zero punch or returns to zero after a batch is discharged. Clearly indicate the weight of fine and coarse aggregate, cement and water in each batch, the quantity delivered, the time any water is

added, and the numerical sequence of the delivery. Show the time of day batched and time of discharge from the truck. Indicate the number of revolutions of the truck mixer.

J. Temperature and Mixing Time Control

1. In cold weather, do not allow the as-mixed temperature of the concrete and concrete temperatures at the time of placement in the forms to drop below 40 degrees F.

2. If water or aggregate has been heated, combine water with aggregate in the mixer before cement is added. Do not add cement to mixtures of water and aggregate when the temperature of the mixture is greater than 90 degrees F.

3. In hot weather, cool ingredients before mixing to maintain temperature of the concrete below the maximum placing temperature of 90 degrees F. If necessary, substitute well-crushed ice for all or part of the mixing water.

4. The maximum time interval between the addition of mixing water and/or cement to the batch and the placing of concrete in the forms shall not exceed the values shown in Table 2.

TABLE 2 – MAXIMUM TIME TO DISCHARGE OF CONCRETE

Air or Concrete Temperature (whichever is higher)	Maximum Time
80 to 90 Degree F (27 to 32 Degree C)	45 minutes
70 to 79 Degree F (21 to 26 Degree C)	60 minutes
40 to 69 Degree F (5 to 20 Degree C)	90 minutes

5. If an approved high-range water-reducer (plasticizer) is used to produce plasticized concrete, the maximum time interval shall not exceed 90 minutes.

3.03 CONCRETE APPEARANCE

A. Concrete mix showing either poor cohesion or poor coating of the coarse aggregate with paste shall be remixed. If this does not correct the condition, the concrete shall be rejected. If the slump is within the allowable limit, but excessive bleeding, poor workability, or poor finishability are observed, changes in the concrete mix shall be obtained only by adjusting one or more of the following:

1. The gradation of aggregate.

2. The proportion of fine and coarse aggregate.

3. The percentage of entrained air, within the allowable limits.

B. Concrete for the work shall provide a homogenous structure which, when hardened, will have the required strength, durability and appearance. Mixtures and workmanship shall be

such that concrete surfaces, when exposed, will require no finishing. When concrete surfaces are stripped, the concrete, when viewed in good lighting from 10-ft away, shall be pleasing in appearance, and at 20-ft shall show no visible defects.

3.04 PLACING AND COMPACTING

A. Placing

1. Verify that all formwork completely encloses concrete to be placed and is securely braced prior to concrete placement. Remove ice, excess water, dirt and other foreign materials from forms. Confirm that reinforcement and other embedded items are securely in place. Have a competent workman at the location of the placement who can assure that reinforcing steel and embedded items remain in designated locations while concrete is being placed. Sprinkle semi-porous subgrades or forms to eliminate suction of water from the mix. Seal extremely porous subgrades in an approved manner.

2. Deposit concrete as near its final position as possible to avoid segregation due to rehandling or flowing. Place concrete continuously at a rate which ensures the concrete is being integrated with fresh plastic concrete. Do not deposit concrete which has partially hardened or has been contaminated by foreign materials or on concrete which has hardened sufficiently to cause formation of seams or planes of weakness within the section. If the section cannot be placed continuously, place construction joints as specified or as approved.

3. Pumping of concrete will be permitted. Use a mix design and aggregate sizes suitable for pumping and submit for approval.

4. Remove temporary spreaders from forms when the spreader is no longer useful. Temporary spreaders may remain embedded in concrete only when made of galvanized metal or concrete and if prior approval has been obtained.

5. Do not place concrete for supported elements until concrete previously placed in the supporting element (columns, slabs and/or walls) has reached adequate strength.

6. Where surface mortar is to form the base of a finish, especially surfaces designated to be painted, work coarse aggregate back from forms with a suitable tool to bring the full surface of the mortar against the form. Prevent the formation of excessive surface voids.

7. Slabs

   a. After suitable bulkheads, screeds and jointing materials have been positioned, the concrete shall be placed continuously between construction joints beginning at a bulkhead, edge form, or corner. Each batch shall be placed into the edge of the previously placed concrete to avoid stone pockets and segregation.

   b. Avoid delays in casting. If there is a delay in casting, the concrete placed after the delay shall be thoroughly spaded and consolidated at the edge of that previously placed to avoid cold joints. Concrete shall then be brought to

correct level and struck off with a straightedge. Bullfloats or darbies shall be used to smooth the surface, leaving it free of humps or hollows.

c. Where slabs are to be placed integrally with the walls below them, place the walls and compact as specified. Allow 1 hour to pass between placement of the wall and the overlying slab to permit consolidation of the wall concrete. Keep the top surface of the wall moist so as to prevent cold joints.

8. Formed Concrete

a. Place concrete in forms using tremie tubes and taking care to prevent segregation. Bottom of tremie tubes shall preferably be in contact with the concrete already placed. Do not permit concrete to drop freely more than 4-ft. Place concrete for walls in 12 to 24-in lifts, keeping the surface horizontal. If plasticized concrete is used, the maximum lift thickness may be increased to 4-ft.

9. Underwater concreting shall be performed in conformity with the recommendations of ACI 304.1. The tremie system shall be used to place underwater concrete. Tremie pipes shall be in the range of 8 to 12-in in diameter and be spaced at not more than 16-ft on centers nor more than 8-ft from an end form. Where concrete is being placed around a pipe, there shall be at least one tremie pipe on each side of each pipe. Where the tremie system is not practical, direct pumped concrete for underwater placement may be used subject to approval of the system including details by the CONSULTANT.

B. Compacting

1. Consolidate concrete by vibration, puddling, spading, rodding or forking so that concrete is thoroughly worked around reinforcement, embedded items and openings and into corners of forms. Puddling, spading, etc, shall be continuously performed along with vibration of the placement to eliminate air or stone pockets which may cause honeycombing, pitting or planes of weakness.

2. All concrete shall be placed and compacted with mechanical vibrators. The number, type and size of the units shall be approved by the CONSULTANT in advance of placing operations. No concrete shall be ordered until sufficient approved vibrators (including standby units in working order) are on the job.

3. A minimum frequency of 7000 rpm is required for mechanical vibrators. Insert vibrators and withdraw at points from 18 to 30-in apart. At each insertion, vibrate sufficiently to consolidate concrete, generally from 5 to 15 seconds. Do not over vibrate so as to segregate. Keep a spare vibrator on the site during concrete placing operations.

4. Concrete Slabs: Concrete for slabs less than 8-in thick shall be consolidated with vibrating screeds; slabs 8 to 12-in thick shall be compacted with internal vibrators and (optionally) with vibrating screeds. Vibrators shall always be placed into concrete vertically and shall not be laid horizontally or laid over.

5. Walls and Columns: Internal vibrators (rather than form vibrators) shall be used unless otherwise approved by the CONSULTANT. In general, for each vibrator needed to melt down the batch at the point of discharge, one or more additional vibrators must be used to densify, homogenize and perfect the surface. The vibrators shall be inserted vertically at regular intervals, through the fresh concrete and slightly into the previous lift, if any.

6. Amount of Vibration: Vibrators are to be used to consolidate properly placed concrete but shall not be used to move or transport concrete in the forms. Vibration shall continue until:

    a. Frequency returns to normal.

    b. Surface appears liquefied, flattened and glistening.

    c. Trapped air ceases to rise.

    d. Coarse aggregate has blended into surface but has not disappeared.

3.05 CURING AND PROTECTION

A. Protect all concrete work against injury from the elements and defacements of any nature during construction operations.

B. Curing Methods

1. Curing Methods for Concrete Surfaces: Cure concrete to retain moisture and maintain specified temperature at the surface for a minimum of 7 days after placement. Curing methods to be used are as follows:

    a. Water Curing: Keep entire concrete surface wet by ponding, continuous sprinkling or covered with saturated burlap. Begin wet cure as soon as concrete attains an initial set and maintain wet cure 24 hours a day.

    b. Sheet Material Curing: Cover entire surface with sheet material. Securely anchor sheeting to prevent wind and air from lifting the sheeting or entrapping air under the sheet. Place and secure sheet as soon as initial concrete set occurs.

    c. Liquid Membrane Curing: Apply over the entire concrete surface except for surfaces to receive additional concrete. Curing compound shall NOT be placed on any concrete surface where additional concrete is to be placed, where concrete sealers or surface coatings are to be used, or where the concrete finish requires an integral floor product. Curing compound shall be applied as soon as the free water on the surface has disappeared and no water sheen is visible, but not after the concrete is dry or when the curing compound can be absorbed into the concrete. Application shall be in compliance with the manufacturer's recommendations.

2. Specified applications of curing methods.

a. Slabs for Water Containment Structures: Water curing only.

b. Slabs on Grade and Footings (not used to contain water): Water curing, sheet material curing or liquid membrane curing.

c. Structural Slabs (other than water containment): Water curing or liquid membrane curing.

d. Horizontal Surfaces which will Receive Additional Concrete, Coatings, Grout or Other Material that Requires Bond to the substrate: Water curing.

e. Formed Surfaces: None if nonabsorbent forms are left in place 7 days. Water cure if absorbent forms are used. Water cure if forms are removed prior to 7 days. Exposed horizontal surfaces of formed walls or columns shall be water cured for 7 days or until next placement of concrete is made.

f. Surfaces of Concrete Joints: Water cured or sheet material cured.

C. Finished surfaces and slabs shall be protected from the direct rays of the sun to prevent checking and crazing.

D. Cold Weather Concreting:

1. "Cold weather" is defined as a period when for more than 3 successive days, the average daily outdoor temperature drops below 40 degrees F. The average daily temperature shall be calculated as the average of the highest and the lowest temperature during the period from midnight to midnight.

2. Cold weather concreting shall conform to ACI 306.1 and the additional requirements specified herein. Temperatures at the concrete placement shall be recorded at 12 hour intervals (minimum).

3. Discuss a cold weather work plan with the CONSULTANT. The discussion shall encompass the methods and procedures proposed for use during cold weather including the production, transportation, placement, protection, curing and temperature monitoring of the concrete. The procedures to be implemented upon abrupt changes in weather conditions or equipment failures shall also be discussed. Cold weather concreting shall not begin until the work plan is acceptable to the CONSULTANT.

4. During periods of cold weather, concrete shall be protected to provide continuous warm, moist curing (with supplementary heat when required) for a total of at least 350 degree-days of curing.

a. Degree-days are defined as the total number of 24 hour periods multiplied by the weighted average daily air temperature at the surface of the concrete (eg: 5 days at an average 70 degrees F = 350 degree-days).

b. To calculate the weighted average daily air temperature, sum hourly measurements of the air temperature in the shade at the surface of the concrete taking any measurement less than 50 degrees F as 0 degrees F.

Divide the sum thus calculated by 24 to obtain the weighted average temperature for that day.

5. Salt or other chemicals shall not be used for protection.

6. The protection period for concrete being water cured shall not be terminated during cold weather until at least 24 hours after water curing has been terminated.

E. Hot Weather Concreting

1. "Hot weather" is defined as any combination of high air temperatures, low relative humidity and wind velocity which produces a rate of evaporation estimated in accordance with ACI 305.1, approaching or exceeding 0.2 lbs/sqft/hr).

2. Concrete placed during hot weather, shall be batched, delivered, placed, cured and protected in compliance with the recommendations of ACI 305.1 and the additional requirements specified herein.

a. Temperature of concrete being placed shall not exceed 90 degrees F and every effort shall be made to maintain a uniform concrete mix temperature below this level. The temperature of the concrete shall be such that it will cause no difficulties from loss of slump, flash set or cold joints.

b. All necessary precautions shall be taken to promptly deliver, to promptly place the concrete upon its arrival at the job and to provide vibration immediately after placement.

c. The CONSULTANT may direct the CONTRACTOR to immediately cover plastic concrete with sheet material.

3. Discuss with the CONSULTANT a work plan describing the methods and procedures proposed to use for concrete placement and curing during hot weather periods. Hot weather concreting shall not begin until the work plan is acceptable to the CONSULTANT.

3.06 REMOVAL OF FORMS

A. Except as otherwise specifically authorized by the CONSULTANT, forms shall not be removed before the concrete has attained a strength of at least 70 percent of its specified design strength for beams and slabs and at least 30 percent of its specified design strength for walls and vertical surfaces, nor before reaching the following number of day-degrees of curing (whichever is the longer)

TABLE 3 – MINIMUM TIME TO FORM REMOVAL

Forms For	Degree Days
Beams and slabs	500
Walls and vertical surfaces	100
(see definition of degree-days in Paragraph 3.05D.4 above)	

B. Shores shall not be removed until the concrete has attained at least 70 percent of its specified design strength and also sufficient strength to support safely its own weight and construction live loads.

3.07 INSPECTION AND FIELD TESTING

A. The batching, mixing, transporting, placing and curing of concrete shall be subject to the inspection of the CONSULTANT at all times. The CONTRACTOR shall advise the CONSULTANT of his/her readiness to proceed at least 24 hours prior to each concrete placement. The CONSULTANT will inspect the preparations for concreting including the preparation of previously placed concrete, the reinforcing steel and the alignment, cleanliness and tightness of formwork. No placement shall be made without the inspection and acceptance of the CONSULTANT.

B. Sets of field control cylinder specimens will be taken by the CONSULTANT (or inspector) during the progress of the work, in compliance with ASTM C31. The number of sets of concrete test cylinders taken of each class of concrete placed each day shall not be less than one set per day, nor less than one set for each 150 cu yds of concrete nor less than one set for each 5,000 sq ft of surface area for slabs or walls.

1. A "set" of test cylinders consists of five cylinders: one to be tested at 7 days and two to be tested and their strengths averaged at 28 days. The fourth may be used for a special test at 3 days or to verify strength after 28 days if 28 day test results are low. The fifth is to be used at 28 days or 56 days where test results are low.

2. When the average 28 day compressive strength of the cylinders in any set falls below the specified design strength or below proportional minimum 7 day strengths (where proper relation between seven and 28 day strengths have been established by tests), proportions, water content, or temperature conditions shall be changed to achieve the required strengths.

C. Cooperate in the making of tests by allowing free access to the work for the selection of samples, providing an insulated closed curing box for specimens, affording protection to the specimens against injury or loss through the operations and furnish material and labor required for the purpose of taking concrete cylinder samples. All shipping of specimens will be paid for by the OWNER. Curing boxes shall be acceptable to the CONSULTANT.

D. Slump tests will be made in the field immediately prior to placing the concrete. Such tests shall be made in accordance with ASTM C143. If the slump is greater the specified range, the concrete shall be rejected.

E. Air Content: Test for air content shall be made on fresh concrete samples. Air content for concrete made of ordinary aggregates having low absorption shall be made in compliance with either the pressure method complying with ASTM C231 or by the volumetric method complying with ASTM C173.

F. The CONSULTANT may have cores taken from any questionable area in the concrete work such as construction joints and other locations as required for determination of concrete quality. The results of tests on such cores shall be the basis for acceptance, rejection or determining the continuation of concrete work.

G. Cooperate in obtaining cores by allowing free access to the work and permitting the use of ladders, scaffolding and such incidental equipment as may be required. Repair all core holes. The work of cutting and testing the cores will be at the expense of the CONTRACTOR.

3.08 FAILURE TO MEET REQUIREMENTS

A. Should the strengths shown by the test specimens made and tested in compliance with the previous provisions fall below the values given in Table 1, the CONSULTANT shall have the right to require changes in proportions outlined to apply to the remainder of the work. Furthermore, the CONSULTANT shall have the right to require additional curing on those portions of the structure represented by the test specimens which failed. The cost of such additional curing shall be at the CONTRACTOR's expense. In the event that such additional curing does not give the strength required, as evidenced by core and/or load tests, the CONSULTANT shall have the right to require strengthening or replacement of those portions of the structure which fail to develop the required strength. The cost of all such core borings and/or load tests and any strengthening or concrete replacement required because strengths of test specimens are below that specified, shall be entirely at the expense of the CONTRACTOR. In such cases of failure to meet strength requirements the CONTRACTOR and CONSULTANT shall confer to determine what adjustment, if any, can be made in compliance with Sections titled "Strength" and "Failure to Meet Strength Requirements" of ASTM C94. The "purchaser" referred to in ASTM C94 is the CONTRACTOR in this Section.

B. When the tests on control specimens of concrete fall below the specified strength, the CONSULTANT will permit check tests for strengths to be made by means of typical cores drilled from the structure in compliance with ASTM C42 and C39. In the case of cores not indicating adequate strength, the CONSULTANT, in addition to other recourses, may require, at the CONTRACTOR's expense, load tests on any one of the slabs, beams, piles, caps, and columns in which such concrete was used. Tests need not be made until concrete has aged 60 days.

C. Should the strength of test cylinders fall below 60 percent of the required minimum 28 day strength, the concrete shall be rejected and shall be removed and replaced.

3.09 PATCHING AND REPAIRS

A. It is the intent of this Section to require quality work including adequate forming, proper mixture and placement of concrete and curing so completed concrete surfaces will require no patching.

B. Defective concrete and honeycombed areas as determined by the CONSULTANT shall be repaired as specified by the CONSULTANT.

C. As soon as the forms have been stripped and the concrete surfaces exposed, fins and other projections shall be removed; recesses left by the removal of form ties shall be filled; and surface defects which do not impair structural strength shall be repaired. Clean all exposed concrete surfaces and adjoining work stained by leakage of concrete, to approval of the CONSULTANT.

D. Immediately after removal of forms remove plugs and break off metal ties as required by **Section 03100** – Concrete Formwork. Promptly fill holes upon stripping as follows: Moisten the hole with water, followed by a 1/16-in brush coat of neat cement slurry mixed to the consistency of a heavy paste. Immediately plug the hole with a 1 to 1.5 mixture of cement and concrete sand mixed slightly damp to the touch (just short of "balling"). Hammer the grout into the hole until dense, and an excess of paste appears on the surface in the form of a spiderweb. Trowel smooth with heavy pressure. Avoid burnishing.

E. When patching exposed surfaces the same source of cement and sand as used in the parent concrete shall be employed. Adjust color if necessary by addition of proper amounts of white cement. Rub lightly with a fine Carborundum stone at an age of 1 to 5 days if necessary to bring the surface down with the parent concrete. Exercise care to avoid damaging or staining the virgin skin of the surrounding parent concrete. Wash thoroughly to remove all rubbed matter.

3.10 SCHEDULE

A. The following (Table 4) are the general applications for the various concrete classes and design strengths:

TABLE 4 – CONCRETE SCHEDULE

Class	Design Strength (psi)	Description
A	2,500	Concrete fill and duct encasement
B	3,000	Concrete overlay slabs and pavements
C	4,000	Walls, slabs on grade, suspended slab and beam systems, columns, grade beams and all other structural concrete
D	5,000	Prestressed concrete

END OF SECTION

SECTION 09900 – PAINTING

PART 1 - GENERAL

1.01 DESCRIPTION

A. This section includes providing all labor, materials, equipment and incidentals required to prepare, clean, furnish and apply paints and coatings to all materials and equipment as specified herein and as noted on the drawings.

B. Items of work include the following:

1. Above ground piping, fittings, pipe supports, valves, pumps, and appurtenances.

C. Complete painting in accordance with the Specifications and the paint Manufacturer's current surface preparation and application instructions.

1.02 RELATED SECTIONS

A. **Section 01300** – Submittals.

1.03 REFERENCES

A. The following may be referenced in this section:

1. National Association of Corrosion Engineers (NACE): Manual for Painter Safety.

2. American National Standards Institute (ANSI)/NSF International: ANSI/NSF-61 Drinking Water System Components - Health Affects

3. Occupational Safety and Health Act (OSHA)

4. Steel Structure Painting Council (SSPC)

a. SP 1-82 Solvent Cleaning

b. Surface Preparation Specifications SP-1, SP-2, SP-5, SP-10, SP-6, SP-7 and SP-3.

1.04 SUBMITTALS

A. Provide submittals in accordance with provisions in **Section 01300 -** Submittals.

B. Provide submittals for each painting system to include:

1. Manufacturer's current printed recommendations and product data sheets for all coating system products supplied under this section including performance criteria, surface preparation and applications, volatile organic compound (VOC) data, and safety requirements.

2. Material Safety Data Sheets (MSDS) for any materials brought on-site including all resurfacing system materials, solvents, and abrasive blast media.

3. Storage requirements including temperature, humidity, and ventilation for resurfacing system materials.

4. Manufacturer's written instructions for applying paint.

5. Color samples for all surfaces to be resurfaced that have been field-matched to existing colors. Color samples shall be submitted to OWNER for approval.

6. List of references substantiating experience. Minimum of five (5) years' experience in the application of specified products.

7. Conduct and submit videotape of all existing equipment, piping and components proposed to be coated, sealed or cleaned prior to starting the work.

8. NSF-61 certification for all paint proposed for use on surfaces having the potential to come in contact with potable water.

1.05 DELIVERY, MATERIAL STORAGE, PREPARATION

A. Materials shall be stored in accordance with Manufacturer's recommendations in enclosed structures and shall be protected from weather and adverse temperature conditions. Flammable materials shall be stored in accordance with state and local codes. Materials exceeding storage life recommended by the Manufacturer shall be removed from the site.

B. Deliver, store, handle, and protect products in accordance with provisions in **Section 01600 –** Material and Equipment.

C. All painting, and coating materials shall be delivered to the job site in unbroken packages bearing the label of the Manufacturer. Labels on all material containers must show the following information:

1. Name or title of product.

2. Federal Specification Number if applicable.

3. Manufacturer's batch number and date of manufacture.

4. Manufacturer's name.

5. Generic type of material.

6. Application and mixing instructions.

7. Hazardous material identification label.

8. Shelf life date.

9. Storage requirements.

C. Suitable storage space where paint and coatings will be safe from damage shall be provided by the CONTRACTOR. Store all materials only in area or areas designated by the CONSULTANT solely for this purpose. Confine mixing, thinning, clean-up and associated operations, and storage of materials-related debris before authorized disposal, to these areas.

D. All paints and coatings shall be stored and mixed in accordance with Manufacturer's instructions. Mixing shall be performed in well-ventilated areas. Care shall be taken to prevent separation of coating components following initial mix.

E. The CONTRACTOR shall take all precautions and implement all measures necessary to avert potential hazards associated with the resurfacing system materials as described on the pertinent Material Safety Data Sheets or container labels.

PART 2 - PRODUCTS

2.01 FERROUS METALS

A. Surface Preparation : Solvent clean per SSPC-SP1 & Scarify by Brush Blast or Hand Sanding per SSPC-S6.

B. Coating System for Exterior Ferrous Metals (all colors shall be determined by OWNER).

1. Primer: Tnemec 135-Modified Polyamidoamine Epoxy (3.0 – 5.0 mils, dry film)

2. Intermediate Coat: Tnemec 135-Modified Polyamidoamine Epoxy (3.0 – 5.0 mils, dry film)

3. Finish Coat: Tnemec Series 1095 Endura-shield (3.0 - 5.0 mils, dry film)

2.02 UNPAINTED STAIRS, CATWALKS, DECKS, HANDRAILS AND STAINLESS STEEL

A. Any unpainted aluminum or stainless steel stairs, catwalks, decks, handrails, etc. shall not be coated.

2.03 PVC PIPE (INTERIOR OR EXTERIOR)

A. Surface Preparation: Solvent clean per SSPC-SP1 & Scarify by Brush Blast or Hand Sanding.

B Coating System.

1. First Coat: Tnemec 66-Color Hi-Build Epoxoline (2.0 – 3.0 mils)

2. Second Coat: Tnemec 1070 Fluoronar (2.0 – 3.0 mils)

PART 3 – EXECUTION

1.01 GENERAL

A. Hoisting, Scaffolding, Staging, and Planking:

1. Provide, set-up, and maintain all required hoists, scaffolds, staging, and planking, and perform all access related hoisting work required to complete the work of this section as indicated and specified.
2. Scaffolds shall have solid backs and floors to prevent dropping materials to the floors or grounds below.

B. Environmental Requirements:

1. Comply with the Manufacturer's recommendations as to the environmental conditions under which resurfacing system materials can be applied.

2. Do not apply resurfacing system materials when dust is in work site.

3. The CONTRACTOR shall provide all temporary lighting during the work.

C. Protection:

1. Cover or otherwise protect finish work or other surfaces not being resurfaced.

2. Erect and maintain protective tarps, enclosures and/or maskings to contain debris (such as dust or airborne particles resulting from surface preparation) generated during any and all work activities. This includes, but is not limited to, the use of dust/debris collection apparatus as required.

D. Initial Inspection of Surfaces to be Coated:

1. It is the responsibility of the CONTRACTOR to inspect and report unacceptable concrete substrate surface condition to the CONSULTANT prior to the commencement of surface preparation activities.

E. Thinners and Solvents:

1. The CONTRACTOR shall use only solvents and thinners as recommended by the Manufacturer.

1.02 SURFACE PREPARATION

A. General

1. Comply fully with Manufacturer's instructions.

2. All specified surface preparation shall be performed in accordance with the latest version of the SSPC, NACE, ICRI and other standards referenced in this section
3. The air used for blast cleaning shall be free of oil and moisture to not cause contamination of the surfaces to be resurfaced.

4. Clean cloths and clean fluids shall be used in solvent cleaning. Cleaning and resurfacing shall be schedules so that dust and other contaminates from the cleaning process will not fall on wet, newly resurfaced areas.

B. Exterior Ferrous Metals

1. General: Flood surfaces with trisodium phosphate and chlorine solution and pressure clean with minimum of 3,500-psi pressure. Spot sandblast any rusted areas to bare metal.

2. Sand blast to SSPC-SP-6 to near white finish with non-silica blasting material. Do not perform abrasive blast cleaning on wet or damp surfaces.

3. Pumps and motors: Solvent clean as necessary to remove all grease and oil. Clean to SSPC-1.

4. Test compatibility with existing coatings at locations selected by the CONSULTANT or OWNER and using methods recommended by the coating Manufacturer.

C. Unpainted Stairs, Catwalks, Decks, Equipment, Handrails and Stainless Steel.

1. Flood surfaces with trisodium phosphate and chlorine solution and pressure clean with minimum of 3,000-psi pressure with a 0-degree oscillating tip.

2. All aluminum and stainless steel shall be cleaned with Duron MTM cleaning agent to remove all oxidation and overspray.

1.03 APPLICATION

A. General

1. Primer and finish coats shall be produced by the same Manufacturer. The specified Manufacturers shall provide paint and or coatings, no alternatives will be considered. Ensure proposed products are compatible with existing coatings where applicable. Provide testing, where required by the CONSULTANT or OWNER to demonstrate compatibility with existing coating. Some testing will be required.

2. Unless specified elsewhere herein, the CONTRACTOR shall comply with the manufacturer's most recent written instruction with respect to the following:

a. Mixing of All Materials.

b. Protection and Handling.

c. Recoat Limitation and Cure Times.

d. Minimum Ambient and Substrate Temperature, Substrate's Degree of Dryness, Relative Humidity, and Dew Point of Air.

e. Application.

f. Final Curing.

g. Use of Proper Application Equipment.

3. Areas not to be resurfaced shall be masked using duct tape or other protection materials to prevent these surfaces from being resurfaced.

4. Where thinning is necessary and permitted only the products and quantities recommended by the Manufacturer may be used.

5. CONTRACTOR shall excavate a minimum of one inch (1') below grade and paint piping extending below grade, walls, etc. prior to backfilling.

B. Exterior Ferrous Metals

1. Do not apply paint in temperatures outside the Manufacturer's recommended maximum or minimum allowed, or in dust or smoke or excessively damp or humid weather. CONTRACTOR shall pay for and coordinate Manufacturer's representative to be on-site to inspect the substrate prior to the first addition of each different product.

1.04 SAFETY AND VENTILATION REQUIREMENTS

A. Requirements for safety and ventilation shall be in accordance with SSPC Paint Application Guide No. 3.

1.05 INSPECTION

A. Check existing paint thickness prior to starting work to determine the baseline thickness for determining the new paint/coating thickness applied.

B. After painting, visually inspect concrete and metal surfaces to ensure proper and complete coverage has been attained.

C. Paint thickness applied over ferrous metals shall be measured with a magnetic type dry film thickness gauge to ensure specified mil thickness has been obtained.

D. Paint thickness on concrete substrates shall be checked using Tooke gauge or similar method to ensure specified mil thickness has been applied.

E. Schedule inspection with CONSULTANT prior to application of primers and top coats.

F. Provide CONSULTANT a minimum of two (2) days notice prior to applying paints and coatings.

1.06 ACCEPTANCE CRITERIA

A. Acceptance criteria for surface preparation work: All surfaces shall be prepared in accordance with the specification and referenced standards therein.

B. Acceptance Criteria for Coating System Application Work.

1. Acceptable coating work will be based upon the following:

a. No pock-marks, trowel marks, depressions, unconsolidated areas, waviness or ridges, pinholes or holidays in either size or frequency.

b. No intercoat bond failures between lifts.

c. Proper curing of coatings.

2. Resurfaced areas shall pitch to drains.

3. There shall be no areas that puddle when flood tested.

4. The CONSULTANT or CONSULTANT's representative shall, at their discretion, inspect the following:

a. Profile and degree of cleanliness of substrate.

b. Thickness of materials/coverage rate confirmation.

c. Ambient temperature and humidity requirements and substrate temperature.

d. Curing and recoat times.

e. Proper curing of the resurfacing materials.

5. Rework required on any holidays or any other inadequacies found by the CONSULTANT or the CONSULTANT's representative in the quality of the coating work shall be marked. Such areas shall be recleaned and reworked by the CONTRACTOR according to these specifications and the Manufacturer's recommendations at no additional cost to OWNER.

6. The CONTRACTOR is responsible for keeping the CONSULTANT informed of all progress so that inspection for quality can be achieved.

7. The CONTRACTOR is ultimately responsible for the quality performance of the applied materials and workmanship. Inspections by the CONSULTANT or the CONSULTANT's representative do not limit this responsibility.

1.07 CLEANUP

A. During progress of work, remove from site all discarded paint materials, rubbish, cans and rags at the end of each workday. Upon completion of work, clean window glass to remove paint or other materials. Remove spent sandblast material and debris. Disposal of paints, coatings thinners and containers shall be in strict accordance with Local, State and Federal rules and regulations.

B. Remove all temporary protective barriers, wrappings, tape, glue and paper used for protection of other surfaces.

C. CONTRACTOR shall be solely responsible for the disposal of cleaning and coating materials including, but not limited to soaps, detergents, solvents, thinners, paint, and other related type products. CONTRACTOR shall also be solely responsible for the

disposal of empty or partially empty containers including but not limited to soaps, detergents, solvents, thinners, paint, and other related type products. CONTRACTOR shall provide to OWNER a manifest of all such containers and chain of custody documents which document proper disposal as required by federal, state and local agencies.

1.08 PROTECTION

A. Contamination: No overspray, dust, debris or other contaminants will be allowed to enter the water being treated at the plant. The CONTRACTOR will be responsible to take all steps necessary to completely control contamination of the water treatment plant process stream.

B. Protect surfaces that might otherwise be damaged by dripping, splashing, or spraying of paint or coating materials.

C. Correct any damage by cleaning, repairing or replacing as acceptable to OWNER.

D. Provide one or more of the following notices:

1. “Wet Paint” signs as required to protect new paint.

2. Warning signs posted at least one (1) day prior to the start of spray painting.

E. Clips and supports for equipment, piping, lighting and similar items of any kind that are damaged during the bidder’s work shall be replaced.

F. All motor control centers and electrical field panels shall be protected from dust and overspray. All nearby structures and vehicles shall be protected from overspray. CONTRACTOR shall not apply coating systems when wind conditions could carry overspray to nearby structures or vehicles.

G. Electric motors shall be protected from dust and moisture. Motors and pumps shall be painted the same color as specified for the associated piping. Nameplate data shall not be painted over.

END OF SECTION

SECTION 16000 – ELECTRICAL GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. The general provisions of the Contract, including General Conditions, apply to all the work specified in the Electrical - **16000 Sections**.

1.02 LAWS, PERMITS, FEES AND NOTICES

A. Secure and pay all permits, fees and licenses necessary for the proper execution of the work. Submit all notices and comply with all laws, ordinances, rules and regulations of any public agency bearing on the work. CONTRACTOR shall be licensed Electrical CONTRACTOR in the county of construction.

1.03 DEPARTURES

A. If any departures from the Contract Drawings or Specifications are deemed necessary, details of such departures and the reasons therefore shall be submitted to the CONSULTANT for advance written approval, prior to departure.

1.04 GUARANTEES

A. Furnish written guarantee covering all materials, workmanship, labor and equipment for a period of one (1) year from the date of acceptance as described in the Contract General Conditions.

B. The OWNER reserves the right to operate and use all materials and equipment failing to meet the requirements of the Contract Documents until such unacceptable materials and equipment are replaced or repaired to the satisfaction of the CONSULTANT.

1.05 AS-BUILT INFORMATION

A. A set of “red-lined” electrical drawings shall be carefully maintained at the job site. Actual conditions are to be put on the drawings in red on a daily basis so the drawings will continuously show locations and routes of cable trays, conduits, pull-boxes, circuit numbers, and other information required by the CONSULTANT.

1.06 JOB SITE VISIT

A. Visit the project site before submitting a bid. Verify all dimensions shown and determine the characteristics of existing facilities which will affect performance of the work, but which may not be shown on drawings or described within these Specifications.

1.07 CLEANUP

A. Maintain a continuous cleanup during the progress of the work and use appointed storage areas for supplies. The premises shall be kept free from accumulations of waste materials and rubbish.

1.08 CUTTING AND PATCHING

A. Cut and prepare all openings, chases and trenches required for the installation of equipment and materials. Repair, remodel and finish in strict conformance with the quality of workmanship and materials in the surroundings. Obtain written permission from the CONSULTANT for any alterations to structural members before proceeding.

1.09 MAINTENANCE

A. Render all necessary measures to ensure complete protection and maintenance of all systems, materials and equipment prior to final acceptance. Any materials or equipment not properly maintained or protected to assure a factory new condition at the time of final acceptance shall be replaced immediately.

1.10 WATERPROOFING

A. Whenever any work penetrates any waterproofing, seal and render the work waterproof. All work shall be accomplished so as not to void or diminish any waterproofing bond or guarantee.

1.11 TESTS

A. Conduct an operating test of equipment prior to the CONSULTANT's approval. The equipment shall be demonstrated to operate in accordance with the requirements of these Specifications. The tests shall be performed in the presence of the CONSULTANT or an authorized representative. The Electrical CONTRACTOR shall furnish all instruments, electricity and personnel required for the tests.

1.12 SUMMARY OF ELECTRICAL WORK

A. Provide all labor, materials, tools, supplies, equipment and temporary utilities to complete the work shown on the drawings and specified herein. All systems are to be completely installed and fully operational. Equipment not supplied with vendor packages is to be supplied by the CONTRACTOR. Specifically, the work includes, but is not necessarily limited to:

1. Power Distribution Equipment, disconnects, j-boxes

2. Coordinate installation of new equipment and reusing existing raceway to install new signal wires as indicated on plans.

3. Provide and install Conduit and wire for power and instruments, and site lighting

4. Provide and install a Grounding and lightning protection

5. Provide and install the Instrumentation and control systems

6. Provide and install site lighting as indicated on drawings.

7. Electrical equipment racks and supports, see the drawings.

8. Provide startup and testing, coordinate with I&C to provide new signals at existing MCP PLC and existing SCADA.

9. Coordinate with OWNER's PLC and SCADA programmer and provide support to test hardwired signals and field instruments including calibration and scaling of 4-20mA loops for proper display of pressure and flow.

10. Provide O&M and as-built drawings as required.

11. Provide training in the use, maintenance and troubleshooting of the equipment.

1.13 CODES AND STANDARDS

A. General Applicable provisions of the following codes and standards and other codes and standards required by the State of Florida and local jurisdictions are hereby imposed on a general basis for electrical work (in addition to specific applications specified by individual work sections of these specifications):

1. U.L.: Electrical materials shall be approved by Underwriters' Laboratories, Inc. This applies to materials which are covered by U.L. standards. Factory applied labels are required.

2. National Electrical Code, latest edition.

3. OSHA: Standards of the Occupational Safety and Health Administration are to be complied with.

4. NEMA: National Electrical Manufacturers Association Standards are to be met wherever standards have been established by that agency and proof is specifically required with material submittals for switchboards, motor control centers, panelboards, cable trays, motors, switches, circuit breakers and fuses.

5. ANSI: America National Standards Institute

6. NESC: National Electrical Safety Code, latest edition.

7. NFPA 820, latest edition.

8. Florida Building Code, latest edition.

9. All National and Local codes.

1.14 ELECTRICAL TEMPORARY FACILITIES

A. The Electrical CONTRACTOR shall provide the furnishing, installing, maintaining and removing all materials and equipment required to provide temporary light and power to perform his work during construction and until work is completed.

B. Safety

1. All reasonable safety requirements shall be observed to protect workers and the public from shock and fire hazards. Ground fault interrupters shall be employed in accordance with codes.
2. Ground wires are required in all circuits. Ground poles are required on all outlets. All metallic cases shall be grounded.
3. Raintight cabinets shall be used for all equipment employed in wet areas.

1.15 EXCAVATING FOR ELECTRICAL WORK

A. General

1. Excavation or drilling, backfill and repair of paving and grassing is to be in the bid of the Electrical CONTRACTOR. The actual work need not be performed by electrical trades. However, the Electrical CONTRACTOR shall be responsible for all excavation, drilling, dewatering, backfilling, tamping and repair of pavements and grassing required in support of electrical work. All areas disturbed by electrical work shall be repaired to their original condition, or as indicated on the drawings.

2. Hand digging shall be required in congested areas or questionable areas.

3. The Electrical CONTRACTOR shall check and avoid existing utilities before commencing any excavation or drilling.

4. Contract drawings and other trades are to be consulted to avoid interferences with other utilities on this project.

5. In the event of damage to existing utilities, the CONSULTANT shall be immediately notified, and damage shall be immediately repaired.

6. PSL personnel shall be consulted to ascertain locations of existing underground equipment and routing of existing raceways to avoid interferences by referring to “As Built” drawings and PSL’s experience of what is installed there.

B. Precautions

1. The Electrical CONTRACTOR must take every reasonable precaution to avoid interferences. In the vicinity of a suspected interference, excavations shall be dug by hand.

1.16 ELECTRICAL SUBMITTALS

A. Submittals for Approval

1. Refer to Contract General Conditions for additional instructions on the General Conditions and this Section, the more stringent requirements shall apply.

2. Shop Drawings and manufacturer’s data sheets are required for all electrical materials.

3. Submittals will not be accepted for partial systems. Submit all materials for each specification section at one time. Submittals must be arranged, correlated, indexed and bound in orderly sets for ease of review.

4. Samples are to be supplied for any substitute as requested by the CONSULTANT.

5. Submit shop drawings, manufacturer's data and certifications on all items of electrical work prior to the time such equipment and materials are to be ordered. Order no equipment or materials without approval from the CONSULTANT. Submittals will not be accepted for partial system submittals; submit all data at one time. Submittals will be promptly returned, approved, approved as noted, or not approved. Items "approved as noted" must be changed to comply with the CONSULTANT's comments and need not be resubmitted for "approved" status. Items "not approved" are not suitable, requiring completely new submittals.

B. Operation and Maintenance Manuals

1. Submit to the CONSULTANT copies of all manufacturer's service installation and operation manuals, instructions and bulletins. These manuals shall be subject to review of the CONSULTANT. If acceptable they shall be forwarded to the OWNER. If not acceptable they shall be returned to the CONTRACTOR for revision and resubmittal. Manuals shall contain, but not be limited to, the following:

a. Brief description of system and basic features.
b. Manufacturer's name and model number for all components in the system.
c. List of local factory authorized service companies.
d. Operating instructions.
e. Maintenance instructions
f. Trouble shooting instructions
g. Manufacturer's literature describing each piece of equipment.
h. Power and control wiring diagrams
i. Parts lists

1.17 ELECTRICAL PRODUCTS

A. Standards Products

1. Unless otherwise indicated in writing by the CONSULTANT, the products to be furnished under this Specification shall be the manufacturer's latest design. Units of equipment and components of the same purpose and rating shall be interchangeable throughout the project. All products shall be newly manufactured. Defective equipment or equipment damaged in the course of installation or test, shall be replaced or repaired in a manner meeting with the approval of the CONSULTANT.

B. Delivery, Storage and Handling

1. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels and similar information needed for distinct identification; adequately packaged or protected to prevent deterioration during shipment, storage and handling. Store in a dry, well ventilated, indoor space, except where prepared

and protected by the manufacturer specifically for exterior instructions for storage locations.

C. Substitutions

1. Comply with instructions in the Contract General Conditions and Special Conditions and obtain pre-approval of the CONSULTANT regarding substitutions.

1.18 ELECTRICAL IDENTIFICATION

A. Color Coding Conductor colors shall be in accordance with the N.E.C. and NFPA requirements. Refer also to applicable sections of these specifications. Three phase feeder and branch circuits shall be identified by wiring colors based on NEC requirements.

B. Nameplates

1. The following items shall be equipped with nameplates: All motors, motor starters, motor control centers, pushbutton stations, control panels, time switches, disconnect or relays in separate enclosures, receptacles, wall switches, high voltage boxes and cabinets. All light switches and outlets shall carry a phenolic plate with the supply identified. Special Electrical systems shall be identified at junction and pull boxes, terminal cabinets and equipment racks.

2. Nameplates shall adequately describe the function of the particular equipment involved. Nameplates for panelboards and switchboards shall include the panel designation, voltage and phase of the supply. For example, “Panel A, 277/480V, 3-phawe, 4-wire”. The name of the machine on the motor nameplates for a particular machine shall be the same as the one used on all motor starters, disconnect and P.B. station nameplates for that machine. Normal power nameplates shall be laminated phenolic plastic, white front and back with black core, with lettering etched through the outer covering; black engraved letters on white background. Lettering shall be 3/16 inch high at pushbutton stations, thermal overload switches, receptacles, wall switches and similar devices, where the nameplate is attached to the device plate. At all other locations, lettering shall be ¼ inch high, unless otherwise detailed on the Drawings. Nameplates shall be securely fastened to the equipment with No. 4 Phillips, round-head, cadmium plated, steel self-tapping screws or nickel-plated brass bolts. Motor nameplates may be non-ferrous metal not less than 0.003 inch thick, die stamped. In lieu of separate plastic nameplates, engraving directly on device plates is acceptable. Engraved lettering shall be filled with contrasting enamel. Equipment nameplate schedule for all equipment shall be submitted with shop drawing submittal for CONSULTANT’s approval.

1.19 SKILLED ELECTRICAL CRAFTSMEN

A. CONTRACTOR shall employ and staff the project with skilled Craftsmen experienced in the project requirements.

B. As a minimum, a Licensed Journeyman Electrician shall be present on the project at all times.

C. Other skilled persons shall be present as the project requirements dictate including manufacturers representatives, start-up technicians, CONSULTANTs, etc.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 16050 – BASIC MATERIALS AND METHODS

PART 1 – GENERAL

1.01 SUBMITTALS

A. Submit data sheets on all items per **Section 16000** – Electrical General Requirements.

1.02 CODES AND STANDARDS

A. General applicable provisions of the following codes and standards and other codes and standards required by the State of Florida and local jurisdictions are hereby imposed on a general basis for electrical work (in addition to specific applications specified by individual work sections of these specifications):

1. U.L.: Electrical materials shall be approved by the Underwriters' Laboratories, Inc. This applies to materials which are covered by U.L. standards. Factory applied labels are required.

2. National Electrical Code

3. OSHA: Standard of the Occupational Safety and Health Administration are to be complied with.

4. NEMA: National Electrical Manufacturers Association Standards are to be met wherever standards have been established by that agency, and proof is specifically required with material submittals for switchboards, motor control centers, panelboards, cable trays, motors, switches, circuit breakers, and fuses.

5. ANSI: American National Standards Institute

6. NESC: National Electrical Safety Code

PART 2 – PRODUCTS

2.01 GROUNDING MATERIALS

A. All ground rods shall be 20-foot 5/8" copperclad, unless otherwise indicated.

B. Around wires shall be soft drawn copper sized per National Electrical Code, unless otherwise indicated.

2.02 CONDUIT

A. PVC Conduit

1. PVC conduit shall be Schedule 80 or Schedule 40 unless otherwise noted and shall be U.L. approved. Comply with Federal Spec WC-1094 and NEMA TC-1.

B. Flexible Conduit

1. All flexible conduits shall be liquidtight, made of corrosion resistant plated steel with extruded polyvinyl covering and watertight connectors.

C. Rigid Aluminum Conduit

1. Provide Rigid Aluminum conduit along all exposed raceways installed onto the IW-2 areas. Provide conduit supports as required by NEC.
2. Provide UL listed as manufactured by American conduit or an approved equal.

2.03 CABLE, WIRE AND CONNECTORS

A. 600 Volt Power Wiring

1. Individual conductors shall be rated for 600 volts and shall meet the requirements below:

a. Conductors shall be stranded.

b. All wire shall be brought to the job in unbroken packages and shall bear the date of manufacturing; not older than 12 months.
c. Type of wire shall be THWN except where required otherwise by the contract drawings.
d. No wire smaller than No. 12 gauge shall be used unless specifically indicated.
e. Conductor metal shall be copper.
f. All conductors shall be meggered after installation. Megger testing shall exceed 50 mega ohms.

2. Multi-conductor cables shall be type TC UL 1277 THWN, PVC jacketed 600V with conductor and quantities as indicated.

B. Instrumentation Cable

1. Process instrumentation wire shall be 16 gauge twisted pair, 600 V., aluminum tape shielded, polyvinyl chloride jacketed, as manufactured by the American Insulated Wire Co., Eaton Corp., or equal. Multiconductor cables with individually shielded twisted pairs shall be installed where indicated.

C. Control Cable

1. Multiconductor control cable shall be stranded 14 gauge, 600 V. THWN insulated overall shielded with PVC jacket, as manufactured by the American Insulated Wire Co., Eaton Corp., or equal.

2.04 TERMINATIONS AND SPLICES (600 VOLTS AND LESS)

A. Terminations of power cable shall be by means of U.L. approved connectors. All connectors shall meet U.L. 486B and shall be compatible with the conductor material.

B. Terminate all control and instrumentation cable with fork type compression lugs.

C. Splicing of power, control, or instrumentation wiring will not be allowed except by written approval of the CONSULTANT. Where splicing is allowed, splices shall be made with approved compression connectors, and splices shall be made waterproof regardless of location.

2.05 BOXES

A. Boxes for wiring devices, switches and receptacles installed outdoors shall be weatherproof fiberglass with polycarbonate cover plates.

2.06 PULL BOXES AND SPLICE BOXES

A. Location

1. Units used outdoor or in a damp or corrosive environment shall be 316 ss, above grade or concrete in the ground unless otherwise indicated on plans.

2. Units used indoors in dry and clean environments shall be NEMA 1.

B. Size

1. Units shall be sized per NEC as minimum.

C. Required Units

1. Plans depict minimum requirements. Additional units shall be provided as may be required to complete raceway systems.

2.07 MOUNTING AND SUPPORTING ELECTRICAL EQUIPMENT

A. Furnish and install all supports, hangers, and inserts required to mount fixtures, conduits, cables, pull boxes, and other equipment.

B. Support system used indoors in clean, dry and air-conditioned areas shall be galvanized steel.

C. Perforated straps and wires are not permitted for supporting electrical devices. Anchors shall be of approved types.

D. All supports, hangers, hardware, etc. shall be 316 stainless steel Supports shall be selected to avoid galvanic reactions. Support devices shall be submitted for approval.

E. Provide trapeze, bridge systems or wall bracketed cantilevered system to support the raceway system.

F. Spacing of support systems shall be per NEC. Provide spacing of conduits according to the NEC and the materials used. For PVC conduit, refer to NEC table 347-8.

G. Plans depict minimum requirements. Provide additional units as required to complete raceway system.

H. Refer to material schedule on plans. These specified requirements shall apply to all requirements not included in the material schedule.

2.08 SAFETY DISCONNECT SWITCH

A. Fusible and non-fusible disconnect switches shall be heavy-duty, NEMA type H, quick-make, quick-break, visible blades, 600 volt, 3 pole with full cover interlock. Switches shall have copper lugs.

B. Unless otherwise indicated, disconnects shall be 3-pole, nonfusible switch in a NEMA 4x, stainless steel enclosure.

C. Switches shall be horsepower rated, heavy duty as manufactured by the Square D Co., or equal.

D. Units provided as main service disconnects, shall be fused and labeled for service equipment.

E. Provide auxiliary contracts as may be required by drawings.

F. Units shall be padlockable.

G. For small motor loads less than 2HP, such as motor operated valves and the like. U.L. listed motor rated manual switches shall be used; unless otherwise indicated, provide NEMA 4 enclosures, padlockable.

2.09 DUCT SEAL

A. Provide Garvin Industries' duct seal or an approved equal

B. Provide and install duct seal at all conduit ends for all new conduit installations.

C. Duct seal shall be used to seal around junction boxes, terminal boxes, panels, MCC conduit slab, ATS switch, control panels and the like, it shall be a permanently soft, non-toxic compound. It shall also not affect other plastic materials or corrode metals.

2.10 CONTROL STATIONS (where applicable)

A. Provide units with switch selections as indicated on the drawings, and contact blocks as needed. Include contact blocks for a complete and functional system.

B. Units shall be cast aluminum, NEMA 4, Square D, Eaton or an approved equal.

PART 3 –EXECUTION

3.01 GROUNDING

A. Provide ground system as indicated on the drawings and as required by the National Electrical Code.

B. All raceways require grounding conductors. Metallic raceways are not adequate grounding paths. Bonding conductors through the raceway systems shall be continuous from main switch ground buses to panel ground bars of the panelboards, and from panel grounding bars of panelboards and motor control centers to branch circuit outlets, motors, lights, etc. THESE GROUND CONDUCTORS ARE REQUIRED THROUGHOUT THE PROJECT REGARDLESS OF WHETHER CONDUIT RUNS SHOW GROUND CONDUCTORS ON THE DRAWINGS.

C. All connections made below grade shall be of the exothermic type.

D. The grounding system test shall not exceed a 48 hour span dry resistance of 10 ohms. Grounding and bonding connections shall not be painted.

3.02 CONDUIT

A. Locations: Conduits shall be used as follows:

1. Refer to schedule on drawings.

B. Installation

1. Conduits subjected to rough handling or usage shall be removed from the premises.
2. Conduits must be kept dry and free of water or debris with approved pipe plugs or caps. Care shall be given that plugs or caps be installed before pouring of concrete.
3. Where conduits pass through exterior concrete walls or fittings below grade, the entrances shall be made watertight.
4. Infurred ceilings, conduit runs shall be supported from structure, not furring.
5. Conduits entering panelboards, pull boxes, or outlet boxes shall be secured in place by galvanized locknuts and bushings, one (1) locknut outside and one (1) locknut inside of box with bushing on conduit end. The locknuts shall be tightened against the box without deforming the box. Bushings shall be of the insulating type.
6. Field conduit bends shall be made with standard tools and equipment manufactured especially for conduit bending.
7. Where embedded conduits cross expansion joints, furnish and install offset expansion joints or sliding expansion joints. Sliding expansion joints shall be made with straps and clamps.
8. Exposed runs of conduits shall be installed with runs parallel or perpendicular to walls, structural members or intersections of vertical planes and ceilings, with right angle turns consisting of symmetrical bends. No attempts are made in plans to show required pull boxes, gutters, etc. necessary for the construction of the raceway system but the CONTRACTOR shall provide these raceways as may be required.
9. Conduits in structural slabs shall be placed between the upper and the lower layers of reinforcing steel, requiring careful bending of conduits. Conduits embedded in concrete slabs shall be spaced not less than eight (8) inches on centers or as widely spaced as possible where they converge at panels or junction boxes. Conduits running parallel to slab supports, such as beams, columns and structural walls shall be installed not less than 12 inches from such supporting elements. To prevent displacement during concrete pour, saddle supports for conduit, outlet boxes, junction boxes, inserts, etc., shall be secured.
10. Conduit runs shall always be concealed except where indicated on plans.

11. Pull lines shall be installed in all empty conduits. All pull wires shall be identified with conduit number at each end.
12. Where conduits are run individually, they shall be supported by approved pipe straps secured by means of toggle bolts or tapcons on hollow masonry; tapcons on concrete or solid masonry; machine screws or bolts on metal surfaces and wood screws on wood construction. The use of perforated straps or wires will not be permitted.

13. Wire shall not be installed until all work of any nature that may cause damage is completed, including pouring of concrete. Mechanical means shall not be used in pulling in wires No. 8 or smaller.
14. Underground conduits not under concrete slabs are to be buried at least two (2) feet below finished grade for circuits rated 600 volts or less, except under traffic areas where motor vehicles may cross. Under traffic areas, conduits are to be buried at least three (3) feet below finished grade.
15. All conduits shall be cleaned by pulling a brush swab through before installing cables.
16. All conduits shall be sealed at each end with electrical putty. Special care shall be taken at all equipment where entrance of moisture could be detrimental to equipment. Approved backing gauze is required prior to the installation of conduit putty.
17. No more than (2) feet of flexible conduit shall be used at connections of all motors, transformers, motor operated valve and gates, instruments and other items of equipment where vibration is present. It shall be supported where required with stainless steel bands.
18. PVC conduit shall be supported to walls and slabs using carlon snap strap conduit wall hangers. Two hole PVC conduit clamps shall not be permitted.

3.03 WIRES, CABLES AND CONNECTIONS

A. Cables pulled into conduits shall be pulled using pulling eyes attached to conductors.

B. Shields shall be grounded at only one termination point.

3.04 BOXES

A. Installation of boxes shall be in accordance with the National Electrical Code requirements.

B. Boxes shall be mounted plumb and level in accessible locations and mounting shall be secure, vibration resistant and galvanically compatible. Hardware shall be used that is specifically intended for the purpose. When mounted in corrosive, damp or wet locations, stainless steel hardware shall be utilized.

3.05 WIRING DEVICES

A. Wiring devices shall be installed in device boxes approved for the application. All connections shall be made with screw terminals. Wiring devices shall be Leviton or approved equal.

B. Wire devices on UPS systems shall be isolated ground, colored orange.

C. Cover plates shall be provided as follows except as otherwise noted.

1. Interior finished area – brush alum.
2. Wet areas – gasketed plastic with flip cover.

D. Receptacles installed outdoors, below grade, or in areas other than clean and dry environments shall be GFI and weatherproof.

3.06 SUPPORTING DEVICES

A. All items shall be supported from the structural portion of the building and studs, except standard ceiling mounted lighting fixtures and small devices may be supported from ceiling system where permitted by the CONSULTANT. However, no sagging of the ceiling will be permitted. Supports and hangers shall be, 316 stainless steel, and types approved by Underwriters' Laboratories.

B. All floor-mounted devices (switchboards, motor control centers, transformers, etc.) shall be securely anchored to the floors or slabs. Where recommendations are made by manufacturer, these recommendations shall be followed.

3.07 CLEANING

A. All electrical equipment enclosures shall be thoroughly cleaned before acceptable by FPL. As a minimum, CONTRACTOR shall remove all debris including stripped wire insulation, dirt, empty food wrappers, soda cans, water bottles, coffee cups, etc.

END OF SECTION

SECTION 16110 – LIGHTNING PROTECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

A. The CONTRACTOR shall furnish all labor and materials and items of service required for the completion of an all functional and unobtrusive system of grounds, conductors and air terminals for protection against damage by lighting of designated structures as approved by the CONSULTANT. Complete installation shall conform in all respects to the current requirements of L.P.I. certified system program and all legal, labor, insurance or other authorities having jurisdiction. The installing CONTRACTOR shall have a minimum of five (5) years experience in this specialized work and be a certified master installer of the Lightning Protection Institute. All materials used shall be furnished and recommended for their intended use by a reputable lightning protection manufacturer who is a Manufacturer Member of the Lightning Protection Institute. All materials shall be provided by Thompson Lightning Protection or an equal. Installer shall be Bonded Lightning Protection System, Inc., Jupiter, Florida or equal.

B. As a minimum, the following structures and or buildings shall be provided with lightning protection systems.

1. Deep injection well pad & equipment

2. Area lighting/poles

1.02 SUBMITTALS

A. Submittals for Approval

1. Refer to Contract General Conditions for additional instructions on submittals and substitutions. Where conflicts occur between the General Conditions and this Section, the more stringent requirements shall apply.

2. Shop drawings and manufacturer’s data sheets are required for all materials.

3. Samples are to be supplied for any substitute as requested by the CONSULTANT.

4. The following numbers of copies are required:

a.	Shop drawings	6 sets
b.	Samples	1 each
c.	Manufacturer’s data	6 sets
d.	Certification	6 sets
e.	Test reports	6 sets
f.	Warranties/Guarantees	6 sets

5. Submit shop drawings, manufacturer's data and certifications on all items prior to the time such equipment and materials are to be ordered. Order no equipment or materials without approval from CONSULTANT. Submittals will not be accepted for partial system submittals; submit all data at one time. Submittals will be promptly returned, approved, approved as noted, or not approved. Items "approved as noted" must be changed to comply with the CONSULTANT's comments and need not be resubmitted for "approved" status. Items "not approved" are not suitable, requiring complete new submittals.

6. Time delays caused by rejection of submittals are not cause for extra charges to OWNER or time extensions.

7. Provide scaled plan and elevation views of all structures for which lightning protection shall be provided. These plans shall show the proposed location of all air terminals, typical air terminals, size and location for ground rods, cable, connectors and proposed methods of bonding. Bond to telephone and power service ground systems.

1.03 SITE VISIT

A. Site visit before bid to evaluate existing conditions is recommended.

1.04 SUPPLIER

A. Supplier shall be Bonded Lightning Protection of Jupiter or an approved equal.

PART 2 - PRODUCTS

2.01 TERMINALS

A. Provide terminals as per material vendor shop drawings. Terminal materials shall be as follows, bronze saddle and pressure plate, nickel tip highly polished, pure copper point. Provide mounting type and cable connections as required.

2.02 CABLE AND ACCESSORIES

1. Provide stranded copper cable per material vendor. Provide braces, saddle, fittings and connectors as required compatible with materials.

2.03 GROUND RODS

A. Provide copper clad ground rods, 5/8" x 20' minimum. Provide bronze compression clamps as required.

2.04 MATERIALS

A. The CONTRACTOR is responsible to adjust lightning protection materials in order to avoid any dissimilar metal interaction.

PART 3 - EXECUTION

3.01 INSTALLATION REQUIREMENTS

A. Locate terminals per vendor shop drawings. All points shall be a minimum of 2" of outside building edges, corners, and ridge ends. Maximum spacing shall be 20'. Maximum protection above object to be protected shall be 10".

B. Maintain horizontal and downward coursing of main conductor and insure that all bends have at least an 8" radius and do not exceed 90 degrees.

C. Support all exposed roof, downlead and bonding cables at 3' intervals.

D. Ground electrodes shall be installed per Vendor shop drawings but install at least 1' below final grade.

E. Interconnect Lightning Protection ground to electric, telephone and other building ground systems per codes.

F. System shall be installed per Vendor shop drawings to insure proper code compliance and system certification. Any variance shall entail resubmittal and re-approval and all costs shall be paid by the CONTRACTOR.

G. As built drawings shall be provided and submitted by the Material Vendor in accordance with certification procedures.

H. All materials shall be U.L. approved with "A" labels on conductors at 10' intervals and "B" labels on air terminals.

I. Provide Aluminum stranded conductors, sized per the drawings for all above ground and tops of structures and buildings. Fastening hardware shall also be aluminum or 316SS. Copper stranded conductors shall be used for all below ground and in walls installations. Provide PVC conduit for long vertical runs along exterior walls, from the ground to the top of a building or structure

J. Complete installation shall bear U.L. Master Label "C" to be secured by the system installer per U.L. 96A.

K. Installation shall comply in all respects L.P.I. Code 175. Installation shall be made by or under the supervision of an L.P.I. Certified Master Installer. The completed installation shall receive system certification including submittal of forms L.P.I. CI-01, 02, and 03.

L. Restoration to existing conditions. CONTRACTOR is responsible for restoring all areas which are disturbed by electrical work to original conditions.

END OF SECTION

SECTION 16900 – INSTRUMENTATION AND CONTROL SYSTEM

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. The SUPPLIER shall furnish, install and place into service operating process instrumentation, control systems and panel including accessories, related to the control panels as shown on plans and specified herein.

B. The I&C system shall be completely tested and verified. Provide test equipment as need to verify proper operation. The systems shall be connected to field panels and used in the future.

C. Coordinate with OWNER's PLC and SCADA programmer and provide support to test hardwired signals and field instruments. Include calibration and scaling of 4-20mA loops for proper display of pressure and flow.

1.02 SINGLE INSTRUMENT SUPPLIER

A. The SUPPLIER shall assign to the Single Instrument and Control (I&C) supplier full responsibility for the functional operation of all new instrumentation systems. The SUPPLIER shall have said supplier perform all engineering necessary to select, to furnish, to supervise installation, connection, to calibrate, to place into operation all sensors, instruments, alarm equipment, control panels, accessories and all other equipment as specified herein.

B. The foregoing shall enable the SUPPLIER and the OWNER to be assured that the full responsibility for the requirements of this section will reside in an organization which is qualified and experienced in the water treatment field and its process technology on a functional system basis.

C. The plant wide I&C supplier shall be a UL listed manufacturer. Acceptable named manufacturers shall be limited to the following, no equal:

1. CC Controls Inc.
2. No equal

D. SUPPLIER shall review all specifications and drawings. SUPPLIER shall be sure all control panels are included in the bid.

E. SUPPLIER shall provide equipment listed below and modifications to existing Control Panel. All Control Panels shall be provided with UL labels. Major items of work include:

1. Terminal boxes- 3 point latch only

2. Flow meter and Pressure Transmitter Instruments

3. Provide Digital displays with analog input and analog output where indicated capabilities.

4. TVSS equipment for signal and power, see drawings

5. Coordination with PSL staff to provide updated drawings/as-builts to revise the existing PLC and existing equipment drawings being affected by new signals.

6. Provide configuration, testing, and startup. Based on testing and field observations include any field changes to the controls scheme adjustments into the final set of as-builts and O&M shop drawings.

1.03 INSTALLATION WORK

A. Nothing in this part of the specifications shall be construed as requiring the SUPPLIER to utilize personnel supplied by his assigned instrument manufacturer's organization or any division thereof, to accomplish the physical installation of any elements, instruments, accessories or assemblies specified herein. However, the SUPPLIER shall employ installers who are skilled and experienced in the installation and connection of all elements, instruments, accessories and assemblies; portions of their work shall be supervised or checked as specified herein.

1.04 PREPARATION OF SUBMITTAL OF DRAWINGS AND DATA

A. It is incumbent upon the SUPPLIER to coordinate the work specified in these Sections so that a complete instrumentation and control will be provided and will be supported by accurate shop and record drawings. As part of the responsibility as assigned by the SUPPLIER, the Single I&C supplier shall prepare and submit through the SUPPLIER, complete and organized shop drawings, as specified herein. Interface between instruments, motor starters, flow meters, and existing instruments shall be included in his shop drawing submittal.

B. In order to provide a fully coordinated system, shop drawings by other equipment vendors associated with the I&C control panel systems shall be reviewed and approved by the SUPPLIER before submittal to the CONSULTANT for approval.

C During the period of preparation of this submittal, the SUPPLIER shall authorize direct informal liaison between his single I&C Supplier and the CONSULTANT for exchange of technical information. As a result of this liaison certain minor refinements and revisions in the systems as specified many be authorized informally by the CONSULTANT, but these shall not alter the scope of the work or cause increase or decrease in the contract price. During this informal exchange no oral statement by the CONSULTANT shall be construed to give formal approval of any component or method, nor shall any statement be construed to grant formal exception to or variation from these specifications.

D. Operation and Maintenance Manual

1. Submit one preliminary O&M for review and comment by the CONSULTANT. Provide five final O&M.s, bound in a three ring binder. O&M shall include the requirements of I&C materials and minimally include the following: approved

submittal data, start-up corrected as built shop drawings. O&M shall be neatly and logically arranged with a contents page followed by tabbed sections.

1.05 ADDITIONAL TECHNICAL SERVICES

A. At no additional cost to OWNER, the SUPPLIER shall provide the services of qualified technical representatives of the Single I&C supplier:

1. To supervise installation and connection of all instruments, elements and components of every system, including connection of instrument signals to primary measurement elements and to final control elements such as pumps;

2. To make all necessary adjustments, calibrations and tests;

3. To instruct plant operating and maintenance personnel on instrumentation. This time shall be in addition to whatever time is required for other facets of work at the site and shall be during PSL water plant normal working days and hours.

1.06 GUARANTEE

A. The SUPPLIER shall guarantee all equipment and installation, as specified herein, for a period of 2 years following the date of completion of the work. To fulfill this obligation, the SUPPLIER shall utilize technical service personnel designated by the Single I&C supplier to which the SUPPLIER originally assigned project responsibility for instrumentation.

1.07 ADDITIONAL PROVISIONS

A. The applicable provisions of the following sections under Electrical Work shall apply the work and equipment specified herein, the same as if stated in full herein:

1. Codes and Standards

2. Equipment Materials and Workmanship

3. Testing

4. Grounding

5. Equipment Anchoring

6. Conductor and Equipment Identification

7. Terminal Cabinets and Control Compartments

8. Process Control Devices

1.08 NEWEST MODEL COMPONENTS

1. All meters, instruments and other components shall be the most recent field proven models marketed by their manufacturers at the time of the submittal of shop

drawings unless otherwise specified to match existing equipment. All technical data publications included with the submittal shall be the most recent issue.

1.09 COORDINATION

A. I&C supplier shall coordinate with his supplier and other SUPPLIERs on the project. Where large subsystems are provided, the I&C supplier shall coordinate before the priced proposal to be certain all equipment, engineering and labor are provided. Coordination item minimally includes: equipment dimensions, heat rejection, power requirements, control and signal requirements, and interconnection requirements.

1.10 TEST PROCEDURE DEVELOPMENT AND DOCUMENTATION

A. I&C subcontractor shall prepare and submit to the CONSULTANT for review a detailed description of the test procedures that he proposed to perform to demonstrate conformance of the complete system of instrumentation and controls to this Specification.

B. It is recommended that the I&C subcontractor develop the test procedures in two steps by first submitting general descriptions and outlines of the tests and then, upon receipt of approval, submit the required detailed procedures and forms.

C. Operational Acceptance Tests

1. The I&C subcontractor shall prepare check- off sheet(s) for each loop and an instrument calibration sheet for each active I&C element (except simple hand switches, lights, etc.). These check-off and data sheets shall form the basis for these operational tests and this documentation.

2. Each loop check-off sheet shall cite the following information and shall provide spaces for sign-off on individual items and on the completed loop by the I&C subcontractor.

a. Project name

b. Loop number

c. For each element: Tag number, description, manufacturer and model number, installation bulletin, and Specification sheet number.

d. Loop description

e. Installation check

f. Termination check

g. Calibration check

h. Adjustment check

i. Space for comments

j. Space for loop sign-off I&C subcontractor and date.

3. Each instrument calibration sheet shall provide the following information and a space for sign-off on individual items and on the completed unit by the OWNER's Representative and the I&C subcontractor.

a. Project name

b. Loop number

c. Tag number

d. Manufacturer

e. Model number

f. Serial number

g. Calibration range

h. Calibration data: Input, output and error at 0, 25, 50, 75, and 100% of span.

i. Switch setting, contact action and dead band for discrete elements.

j. Space for comments

k. Space for sign-off by I&C subcontractor and date.

D. Functional Acceptance Tests: The I&C subcontractor shall prepare two types of test forms as follows:

1. For those functions that can be demonstrated on a loop-by-loop basis, the form shall include:

a. Project name

b. Loop number

c. Loop description

d. Test procedure description

e. For each component: Tag number, description, manufacturer and data sheet number.

f. Space for sign-off and date by both I&C subcontractor and OWNER's Representative.

2. For those functions that cannot be demonstrated on a loop-by-loop basis, the test form shall be a listing of the specific tests to be conducted. With each test description, the following information shall be included:

    a. Spec page and paragraph of function demonstrated

    b. Description of function

    c. Space for sign-off and date by both I&C subcontractor and CONSULTANT.

PART 2 – PRODUCTS

2.01 INSTRUMENTATION CRITERIA

A. Designation of Components

1. In these specifications and on the drawings, all systems, meters, instruments and other elements are represented schematically, and are designated by numbers, as derived from criteria in Instrument Society of America Standard ANSI/ISA S5.1-1973. The nomenclature and numbers designated herein and on the drawings shall be employed exclusively throughout shop drawing, data sheets and similar materials. Any other symbols, nomenclature unique to the manufacturer's standard methods shall not replace these prescribed above, used herein and on the Drawings.

B. Signal Characteristics

1. Signals shall be electrical, as indicated herein, and shall vary in direct linear proportion to the measured variable, except as noted. Electrical signals outside control panels shall be 4-20 MADC, except as noted.

C. Matching Style, Appearance and Type

1. All instruments to be panel mounted at the control panels shall have matching style and general appearance. Instruments performing similar functions shall be of the same type, model, or class and shall be one (1) manufacturer.

D. Accuracy and Repeatability

1. The overall accuracy of each instrumentation system or loop shall be as prescribed in the specifications for that system or loop. Each system's accuracy shall be determined as a probable maximum error; this shall be the square root of the sum of the squares of the certified "accuracies" of certain designated components in each system, expressed as a percentage of the actual span or value of the measured variable. Each individual electronic instrument shall have a minimum accuracy of +0.7 percent of full scale and a minimum repeatability of +0.4 percent of full scale unless otherwise specified. Instruments which do not conform or improve upon these criteria are not acceptable.

E. Signal Isolators, Converters and Power Supplies

1. Signal isolators shall be furnished and installed in each measurement and control loop, wherever required, to assure adjacent component impedance match or where feedback paths may be generated. Signal converters shall be included where required to resolve any signal level incompatibilities. Signal power supplies shall be included, as required by the manufacturer's instrument load characteristics, to insure sufficient power to each loop component.

F. Alternative Equipment or Methods

1. Equipment or methods requiring redesign of any project details are not acceptable without prior written approval of the CONSULTANT. Any changes inherent to a proposal alternative shall be at no additional cost to the OWNER. The required approval shall be obtained in writing by the I&C subcontractor through the SUPPLIER prior to submittal of shop drawings and data. Any proposal for approval of alternative equipment or method specified shall include evidence of improved performance, operational advantage and maintenance enhancement over the equipment or method specified, or shall include evidences that a specified component is not available. Otherwise, alternative equipment (other than direct, equivalent substitutions) and alternative methods shall not be proposed.

G. Special Equipment

1. The I&C Supplier shall provide all necessary equipment to properly interface his system with equipment provided by others. Such equipment shall include but not be limited to special sensing relays for seal failures and the like.

2.02 DETAILED SYSTEMS DRAWINGS AND DATA

A. Content: The SUPPLIER shall submit detailed shop drawings and data prepared and organized by the Single I&C supplier designated at the time of bidding. The quantity of submitted sets shall be no less than 6 sets. These drawings and data shall be submitted as a complete bound package at one time within 30 calendar days after date of notice to proceed. Provide field investigations before submittal preparation.

1. Drawings showing definite diagrams for every instrumentation loop system shall be provided. These diagrams shall show and identify each component of each loop or system using legend and symbols from ISA standard S5.4, each having the format of ISA Standard S5.1 as used on the project drawings.

2. Coordinate all equipment and instrument tags with the OWNER’s existing SCADA system, and per the OWNER’s SCADA Standards. All tags shall agree with the standards.

3. Data sheets for each component, together with a technical product brochure or bulletin shall be provided. The data sheets shall show:

a. Component function description used herein and on the drawings;

b. Manufacturer’s model number or other product designation;

c. Project tag number used herein and on the drawings;

d. Project system loop of which the component is a part;

e. Project location or assembly at which the component is to be installed;

f. Input and output characteristics;

g. Scale range, units and multiplier;

h. Requirements for electrical supply;

i. Requirements for air supply;

j. Materials of component parts to be in contact with, or otherwise exposed to process media;

k. Special requirements or features.

4. A complete index shall appear in the front of each bound submittal volume. A separate technical brochure or bulleting shall be included with each instrument data sheet. The data sheet shall be indexed in the submittal by systems or loops, as a separate group for each system or loop. If, within a single system or loop, a single instrument is employed more than once, one data sheet with one brochure may cover all identical uses of that instrument in that system. Each brochure shall include a list of tag numbers for which it applies. System groups shall be separated by labeled tags.

5. Drawings shall show both schematic and wiring diagrams for control circuits. Complete details on the circuit interrelationship of all devices within and outside each control panel shall be submitted. Control devices and pertinent mechanical relationships including mechanical parameters shall be included on these diagrams. These parameters as a minimum shall include instrument ranges, sizes, setpoints and the like. The diagrams shall consist of component layout drawings to scale, showing numbered terminals on components together with the unique number of the wire to be connected to each terminal. Piping and wiring diagrams shall show terminal assignments from all primary measurement devices, such as flow meters, and to all final control devices, such as pumps. The SUPPLIER shall furnish all necessary equipment supplier's shop drawings to facilitate inclusion of this information by the I&C system supplier.

6. Assembly and construction drawings for each control panel and for other special enclosed control assemblies for field installation shall be provided. These drawings shall include dimensions, identification of all components, surface preparation and finish data, name plates and the like. These drawings also shall define exactly the style and overall appearance of the assembly; a final treatment sample shall be provided when requested.

7. Installation anchoring and mounting details for all components and assemblies to be field-mounted, including conduit connection or entry details shall be provided.

8. Complete detailed bill of materials including a master bill of materials listing all field mounted devices, control panels and other equipment that will be shipped to the job site and a bill of materials for each control panel listing all devices within the panel.

B. Organization and Binding

1. The organization of the original shop drawing submittal shall be compatible to the eventual inclusion with the technical manuals submittal and shall include final alternations reflecting “as built” conditions. Accordingly, the initial multiple copy shop drawing shall be separately bound in 3-ring binders.

2.03 TECHNICAL MANUALS

A. One preliminary O&M manual shall be submitted to the CONSULTANT for review and comment. Assuming a favorable review the I&C supplier shall incorporate comments and forward the five final copies to the CONSULTANT. If the preliminary O&M is not acceptable, the I&C supplier shall resubmit.

B. Five (5) final sets of technical manuals shall be supplied for the OWNER as a condition for final acceptance of the project. Each set shall consist of one (1) or more volumes, each of which shall be bound in a standard size, 3-ring, loose leaf, vinyl plastic hard cover binder suitable for bookshelf storage. Binder ring size shall not exceed 3 inches.

C. In addition to updated shop drawing information to reflect actual existing conditions, each set of technical manuals shall include installation, connection, operating, trouble-shooting, maintenance and overhaul instructions in complete detail. This shall provide the OWNER with comprehensive information on all systems and components to enable operation, service, maintenance and repair. Exploded or other detailed views of all instruments, assemblies, and accessory components shall be included together with the complete parts lists and ordering instructions.

D. Shop drawing files shall be provided in the latest version of Autocad with each O&M manual. Provide electronic files on disk.

2.04 SPARE PARTS

A. The SUPPLIER shall include, as part of the bid package, a list of recommended spare parts covering items required under these specifications.

B. Minimum spare parts shall be provided boxed and identified including the following:

1. 1-spare fuse for every type used.

2. 1-spare signal TVSS for every type used.

3. 1-spare power TVSS for every type used.

4. 1- spare pressure transmitter instrument

2.05 CONTROL PANELS CONSTUCTION

A. General

1. I&C supplier shall construct the control panel to properly control internal and external equipment. No attempt is made to specify or indicate on plans, all required equipment but rather to set forth the minimum requirements.

B. Engineering

1. I&C supplier shall provide system engineering and produce detailed fully engineered, coordinated and completed drawings.

C. Construction

1. Control panel construction shall be per these specification and plans.

D. Signal and Control Circuit Wiring

1. Wire Type and Sizes: Conductors shall be flexible stranded copper wire; these shall be UL listed TFFN, THWN, THHN and shall be rated 600v. Wire for control signal circuits shall be #16 AWG unless otherwise noted. All instrumentation cables shall be shielded #18 AWG with a copper drain wire unless otherwise noted. All special instrumentation cable such as between sensor and transmitter shall be supplied by the I&C supplier. SUPPLIER shall increase wire size per load or impedance requirements.

E. Wiring Instrumentation

1. All wires shall be run in plastic wireways except (1) field wiring, (2) wiring between mating blocks in adjacent sections, (3) wiring run from components on a swing-out panel to components on a part of the fixed structure, (4) wiring run to panel mounted components on the door and the like. Wiring run on a swing out panel to other components on a fixed panel shall be made up in nylon wire ties bundles and secured so that bundles are not strained at the terminals.

2. Wiring run to control devices on the front panels shall be tied together at short intervals with nylon ties and secured to the inside face of the panel using adhesive mounts and adhesive strips.

3. Wiring to rear terminals on panel mounted instruments shall be run in plastic wares secured to horizontal brackets run above or below the instruments in the same plane as the rear of the instruments.

4. Shields of instrument cable shall only be grounded on one side of each circuit. The side to be grounded shall be nearest the source of excitation.

5. Care shall be exercised to properly insulate the ungrounded side of the loop to prevent ground loops from occurring.

6. Conformance to the above wiring installation requirements shall be reflected by details shown on the shop drawings for the CONSULTANT's review.

F. Wire Marking

1. Each signal, alarm, control, and indicating circuit conductor connected to a given electrical point shall be designated by a single unique number which shall be shown on all shop drawings. These numbers shall be marked on all conductors using white plastic heatshrink sleeves with typewritten characters. Instrument signal conductors shall be tagged with unique multiple digit numbers. Wires from the circuit breaker panelboard shall be tagged indicating the branch circuit breaker number.

G. Terminal Blocks

1. Compression type terminal blocks shall be molded plastic with barriers and box lug terminals, and shall be rated 15 amps at 600v and mounted securely to DIN rails. White marking strips fastened to the molded sections shall be provided and wire numbers and circuit identifications shall be marked thereon with machine printed marker on top. Terminal blocks shall be IEC style by Entrelec M4/6 or an approved equal.

H. Wire Color

1. Wire color shall be: Line Power – Black; Neutral or common – White; AC Control – Red; DC Control – Blue; Equipment or Chassis Ground – Green; specified externally powered circuits – Orange.

I. Identification

1. All components shall be identified using Lamicoid labels or an approved equal.

J. Field Readout Pressure Readout

1. 1/8 inch Red Lion PAX2 meter with 120V power input, 4-20Ma Output option board. See the drawings.

2.06 CONTROL PANEL EQUIPMENT

A. General Purpose Relays

1. General purpose relays in the control panel shall be the plug in type with contacts rated 10 amps at 120 vac as a minimum. The quantity and type of contacts shall be as required to accomplish the desired control task. Each relay shall be enclosed in a clear plastic heat and shock resistant dust cover. Relays shall be Potter and Brumfield or an approved equal. Differing mounting sockets shall be used to prohibit improper relay installations. Provide tube type base, 8 PIN or 11 PIN. Blade type relays shall not be used.

B. Time Delay Relays

1. Time delay relay shall be Diversified with digital settings or an approved equal. Timers shall be time delay on, interval on or time delay off relays, as required and shall be Diversified or an approved equal. Instantaneous contacts or auxiliary slave relays shall be provided as required. Provide tube type base, 8 PIN or 11 PIN. Blade type relays shall not be used.

C. Signal Isolators

1. Additional slave or interposing relays and signal isolators and signal converters shall be installed as required.

D. Circuit Breakers

1. Circuit breakers shall be single pole, 120vac, 15 amp rating or as required to protect wires and equipment; mounted on the inside of the enclosure or equipment remote from the enclosure.

E. Name Plates

1. Name plates shall be supplied for identification of control panels and all field mounted elements, including flowmeters and their transmitters. These name plates shall identify the instrument or meter, descriptively as to the function of the system. Nameplates shall be fabricated from black faced, white centered, laminated engraving plastic. A nameplate shall be provided for each signal transducer, signal converter, signal isolator, each electronic trip, and the like, mounted inside the control panels. These shall uniquely identify each control component. Adhesives shall be acceptable for attaching nameplates. Painted surfaces must be prepared to allow permanent bonding of adhesives. Nameplates shall be provided for instruments, function titles for each group of instruments and other components mounted on the front of the control panels as shown. Proposed colors, styles, height and text shall be submitted for approval.

F. Power Supplies

1. Power supplies shall be provided as required for loop power or other requirements for special equipment. Loop power supplies shall be Phoenix contact, Square D or an approved equal.

2. Power regulators, 24Vdc/12Vdc, 4A

G. Circuit Breakers

1. Square D

2. Amperage ratings shall be indicated on drawings.

H. Fuses

1. Fuses and fuse holders 5x 20mm, IEC style, with blown fuse indicating light.

I. Surge and Lightning Arrestors

1. All control panels shall be provided with surge and lightning arrestors as specified.

2. Lightning Surge Suppressor

3. Signal

a. Panel surge arrestors (PSA) shall be Edco PC 642C Series, 2 channel or equal.

b. Field surge arrestors (PSA) shall be Edco SS64 Series, pipe style or equal.

2.07 FIELD INSTRUMENTATION AND CONTROL EQUIPMENT SPECIFICATIONS

A. General

1. The materials specified below shall establish the type and quality of materials used.

2. Refer to Civil, Mechanical, and Electrical drawings or specifications for additional requirements.

B. Rosemount Pressure Transmitter

1. Unit shall be 3051 series pressure transmitters with proper diaphragm for type of liquid being used in this application.

2. Provide 1/2” impulse piping as required

3. Include 4X enclosed Breather Box with Surge Arrestors

C. Flow Meter:

1. Flow meter, with Converter with Digital indicator, flow tube type Magmeter, shall be as manufactured by Rosemount, no substitutes, magmeter flow tube (confirm size and application with other drawings and specifications). Provide signal sensor cable in conduit, as required between Magmeter sensor or FE element and FIT/converter electronics unit. Flow meter shall provide local display and also a 4-20mA output. Unit shall be 316SS material. provide FIT converter display cover against the sun (cover shall be flip type or removable).

2. Provide 120V surge protection, and analog signal surge suppression devices as required.

D. Provide for local readout at the Dual Zone Monitor Well site two 1/8” Red Lion PAXP series LED digital displays with a built-in analog input and the built-in analog output to provide draw down level signal to the PLC/SCADA, provide one level display unit for each of the two dual zone monitored.

E. Provide drawdown level instruments, Druck, no equal.

F. Provide Allen Bradley limit switches for intrusions detection or equal.

G. Provide 1/2” (or the size as indicated on the drawings) 316 SS impulse piping for the sample water lines from tap point to the field instrument. Provide ball valve as required and drain hose bib/valve as required to clear line and calibrate instrument properly.

2.08 NAMEPLATES, NAME TAGS AND SERVICE LEGENDS

A. All components provided under this section, both field and panel mounted, shall be provided with permanently mounted name tags bearing the entire IA tag number of the components. Panel mounted tags shall be plastic; field mounted tags shall be stamped stainless steel.

B. The panel drawings refer to nameplates and service legends: nameplates are defined as inscribed laminated plastic plates mounted under or near a panel face mounted instrument. Service legends are defined as inscribed laminated plastic integrally mounted on a panel face mounted instrument.

C. Service legends and nameplates shall be engraved, rigid, laminated plastic. Service legends and nameplates shall be fastened to the panel by screws or with a specially applied adhesive. Fastening shall not depend only on the adhesive.

PART 3 – EXECUTION

3.01 INSTALLATION, CALIBRATION, TESTING, START UP AND INSTRUCTION

A. General

1. Under the supervision of a Single I&C supplier, all systems specified in this section shall be installed, connected, calibrated and tested and in coordination with the OWNER and CONSULTANT shall be started to place the process in operation. This shall include final calibration in concert with equipment specified elsewhere in these specifications.

B. Installation and Connection

1. The SUPPLIER shall install and connect all field mounted components and assemblies under the criteria imposed in 1.3, herein. The installation personnel shall be provided with a final reviewed copy of the shop drawings and data.

2. The instrument process lines, impulse piping lines and air signal tubing shall, in general, be installed in a similar manner to the installation of conduit specified under Section 16000.

3. Bends shall be formed with the proper tools and to uniform radii and shall be made without deforming or thinning the walls of the tubing.

a. Unless otherwise indicated, all fittings, adapters, impulse piping, valves, etc. shall be 316 stainless. Valves shall be Whitey Series 40 or an approved equal.

4. The SUPPLIER shall have a technical field representative of the I&C supplier to instruct these installation personnel on any and all installation requirements; thereafter the technical field representatives shall be readily available by telephone to answer questions and to provide clarification when needed by installation personnel.

    a. Where primary elements (supplied by the I&C supplier) will be part of a mechanical system, the I&C supplier shall coordinate the installation of the primary elements with the mechanical system manufacturer.

5. After all installation and connection work has been completed, the technical field representatives shall check all for correctness, verifying polarity of electric power and signal connections making sure all process connections are free of leaks and all such similar details. The technical field representative shall certify in writing to the SUPPLIER that for each loop or system he has completed such check out and that any discrepancies have been corrected by the installation personnel.

6. The field representative of the I&C supplier shall coordinate all work required to interface the new equipment, including all required modifications to the existing equipment and related devices.

C. Calibration

1. All new instruments shall be calibrated.

    a. All instruments and systems shall be calibrated after installation, in accordance with the component manufacturer's written instructions. This shall provide that those components having adjustable features are set carefully for the specific conditions and applications of this installation and that the components and/or systems are within the specified limits of accuracy. Defective elements which cannot achieve proper calibration or accuracy, either individually or within the system shall be replaced. This calibration work shall be accomplished by the I&C Supplier.

    b. Proof of Conformance – The burden of proof of conformance to the specified accuracy and performance is on the SUPPLIER using his designated I&C supplier. The SUPPLIER shall supply necessary test equipment and technical personnel if called upon to prove accuracy and performance wherever reasonable doubt or evidence of malfunction or poor performance may appear within the guarantee period.

D. Testing

1. All systems shall be exercised through operational tests in the presence of the CONSULTANT in order to demonstrate achievement of the specified performance. Operational tests depend upon completion of work specified elsewhere in these specifications. The scheduling of the test shall be coordinated by the SUPPLIER among all parties involved so that the tests may proceed without delays or disruption by incomplete work.

2. All functional/loop tests shall be witnessed and signed off by the PSL's representative and the I&C subcontractor.

3. SUPPLIER shall provide testing service, and configuration as required.

E. Training

1. Plant operating personnel shall be provided with training prior to start-up.

2. One 4-hour training session shall be provided. Training shall be at a time convenient to PSL water plant personnel.

3. Operating and maintenance personnel shall be instructed in the functions and operation of each system and shall be shown the various adjustable and set point features which may require readjustment, resetting or checking, recalibration or maintenance by them from time to time. This instruction shall be scheduled at a time arranged with PSL at least two (2) weeks in advance. Instruction shall be given by qualified persons employed by the I&C supplier.

F. Start Up

1. When all systems are assessed by the SUPPLIER to have been successfully carried through complete operational tests with a minimum of simulation, and the CONSULTANT concurs in his assessment, start up by the plant operating personnel can follow.

END OF SECTION

Appendix A:

GEOTECHNICAL ENGINEERING SERVICES REPORT

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
Geotechnical Engineering
Construction Materials Testing
Environmental Consulting

AACE File No. 25-119
August 13, 2025

Holtz Consulting Engineers, Inc.
3270 South Central Boulevard, Suite 207
Jupiter, FL 33458

Attn: Mr. Harrison Barron, P.E.

SUBSURFACE SOIL EXPLORATION AND
GEOTECHNICAL ENGINEERING EVALUATION
DEEP INJECTION WELL EQUIPMENT PADS
GLADES WWTP & RANGELINE WTP
PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

INTRODUCTION

In accordance with your request and authorization, Andersen Andre Consulting Engineers, Inc. (AACE) has completed a subsurface exploration and geotechnical engineering evaluation for the above referenced project. The purpose of performing this exploration was to explore shallow soil types and groundwater levels as they relate to the proposed building construction, and restrictions which these soil and groundwater conditions may place on the proposed project. Our work included a Standard Penetration Test (SPT) boring, hand auger borings, limited laboratory testing, and engineering analysis. This report documents our explorations and tests, presents our findings, and summarizes our conclusions and recommendations.

SITE INFORMATION AND PROJECT UNDERSTANDING

The proposed Deep Injection Well (DIW) equipment pads will be constructed in close proximity to the Glades Wastewater Treatment Plant and the Rangeline Water Treatment Plant in Port St. Lucie, St. Lucie County, Florida (within Section 17, Township 36 South, Range 39 East and Section 18, Township 37 South, Range 39 East, respectfully). The locations of the two sites are shown on an aerial photograph presented on the attached Sheet No. 1.

According to the USDA NRCS Web Soil Survey, the predominant surficial soil types within the two sites are as follows:

- Chobee loamy sand, frequently ponded, 0 to 1 percent slopes (USDA NRCS Map Unit 11)
- Nettles and Oldsmar sands (USDA NRCS Map Unit 25)
- Riviera fine sand, 0 to 2 percent slopes (USDA NRCS Map Unit 38)
- Wabasso sand, 0 to 2 percent slopes (USDA NRCS Map Unit 48)

These soil types are noted to consist of loamy alluvium and sandy and loamy marine deposits originating from within depressions and flatwoods on marine terraces, with loamy sand, sandy clay loam, sands, sandy loam and sandy loam present to depths in excess of 80 inches.

The approximate locations of the two sites are shown below.



Glades WWTP Equipment Pad Site



Rangeline WTP Equipment Pad Site

Based on our conversations, we understand that DIW's are planned to be constructed at the Glades WWTP and the Rangeline WTP. As part of this work, two equipment concrete pads are proposed. We have not been provided with any specific structural information relative to these two equipment pads, however, we expect that they will be constructed as concrete slabs-on-grade potentially with thickened edges or sections.

FIELD EXPLORATION PROGRAM

To explore subsurface soil conditions at the site, one (1) ±20-ft deep Standard Penetration Test (SPT) boring (ASTM D1586) and two (2) ±7-ft deep hand auger borings (ASTM D1452) were completed on August 8, 2025. We note that our original scope of work included two (2) 20-ft SPT borings, however, standing water following recent rain events prevented our truck-mounted drilling equipment to access the proposed Rangeline WTP DIW equipment pad site. Instead, two hand auger borings completed with static penetrometer probing and using casing were completed at the Rangeline site.

The field work locations shown on Sheet No. 1 were determined in the field by our field crew using the provided aerial photographs, existing site features, and a hand-held GPS unit. The locations should be considered accurate only to the degree implied by the method of measurement used. We preliminarily anticipate that the actual locations are within 15 feet of those shown on Sheet No. 1.

Summaries of AACE's field procedures are included in Attachment 1 and the individual boring profiles are presented on the attached Sheet No. 2. Samples obtained during performance of the borings were visually classified in the field, and representative portions of the samples were transported to our laboratory in sealed sample jars for further classification by AACE's project engineer to determine their engineering classification in accordance with the Unified Soil Classification System, USCS. The soil samples recovered from our explorations will be kept in our laboratory for 60 days, then discarded unless you specifically request otherwise.

OBSERVED SUBSURFACE SOIL AND GROUNDWATER CONDITIONS

Detailed subsurface conditions are illustrated on the soil boring profiles presented on the attached Sheet No. 2. The stratification of the boring profiles represents our interpretation of the field boring logs and the results of laboratory examinations of the recovered samples. The stratification lines represent the approximate boundary between soil types. The actual transitions may be more gradual than implied.

In general, at the locations and depths explored, our borings encountered a surficial layer of topsoil (sands with organics and roots), followed by loose to medium fine sands (SP), slightly clayey fine sands (SP-SC) and clayey fine sands (SC) reaching the termination depths of our borings.

The groundwater table depth as encountered in the borings during the field investigations is shown adjacent to the soil profiles on the attached Sheet No. 2. As can be seen, the groundwater table was generally encountered at a depth of 1.5 feet below grade at the Glades WWTP site and less than 1 foot below grade at the Rangeline WPT site. Further, the general area around Rangeline site was noted to have standing water at several locations.

Fluctuations in groundwater levels should be anticipated throughout the year primarily due to seasonal variations in rainfall and other factors that may vary from the time the borings were conducted.

GEOTECHNICAL ENGINEERING EVALUATION

Based on the findings of our site exploration, our evaluation of subsurface conditions, and judgment based on our experience with similar projects, we conclude that the soils underlying these sites are generally satisfactory to support the proposed equipment pad construction. However, in our opinion, the near-surface soils should be improved in order to reduce the risk of unsatisfactory slab and foundation performance. The general soil improvement we recommend includes proofrolling the building sites with a vibratory roller.

The building area within lines five feet outside construction perimeters should be cleared, grubbed and stripped of all surface vegetation, trash, debris and topsoil. Stumps and significant root systems should be removed entirely and their excavations backfilled and compacted to the specifications noted below.

Following clearing, the proposed equipment pad areas should be proofrolled with a vibratory roller; any soft, yielding soils detected should be excavated and replaced with clean, compacted backfill that conforms with the recommendations below. Sufficient passes should be made during the proofrolling operations to produce dry densities not less than 95 percent of the modified Proctor (ASTM D1557) maximum dry density of the compacted material to depths of 1 foot below the bottom of footings/thickened edges, whichever is lower. In any case, the building areas should receive not less than 10 overlapping passes, half of them in each of two perpendicular directions.

After the exposed surface has been proofrolled and tested to verify that the desired dry density has been obtained, the proposed construction areas may be filled to the desired grades. All fill material should consist of clean sands, free of organics and other deleterious materials. The fill material should have not more than 12 percent by dry weight passing the U.S. No. 200 sieve, and no particle larger than 3 inches in diameter. Further, the fill materials should be placed in uniform layers not exceeding 12 inches in loose thickness, with each layer compacted to a dry density not less than 95 percent of its modified Proctor (ASTM D1557) maximum value.

After completion of the general site preparations discussed above, the bottom of thickened edge excavations (if any) dug through the compacted natural ground, fill or backfill, should be compacted so as to densify soils loosened during or after the excavation process, or washed or sloughed into the excavation prior to the placement of forms. A vibratory, walk-behind plate compactor can be used for this final densification immediately prior to the placement of reinforcing steel, with previously described density requirements to be maintained below the foundation level.

We recommend establishing a quality control program to verify that all site preparation and slab/foundation construction is conducted in accordance with the appropriate plans and specifications. Materials testing and inspection services should be provided by Andersen Andre Consulting Engineers, Inc.

After the foundation soils have been prepared as recommended above, the site should be suitable for supporting the proposed equipment pad construction. Should the concrete pads be constructed with thickened edges or sections, they can be proportioned for an allowable bearing stress of 1,500 pounds per square foot [psf], or less.

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CLOSURE

The geotechnical evaluation submitted herein is based on the data obtained from the soil boring profiles presented on Sheet No. 2 and our understanding of the project as previously described. Limitations and conditions to this report are presented in Attachment 2.

Our report has been prepared in accordance with generally accepted soil and foundation engineering practices for the exclusive use of Holtz Consulting Engineers, Inc. and the City of Port St. Lucie. No other warranty, expressed or implied, is made.

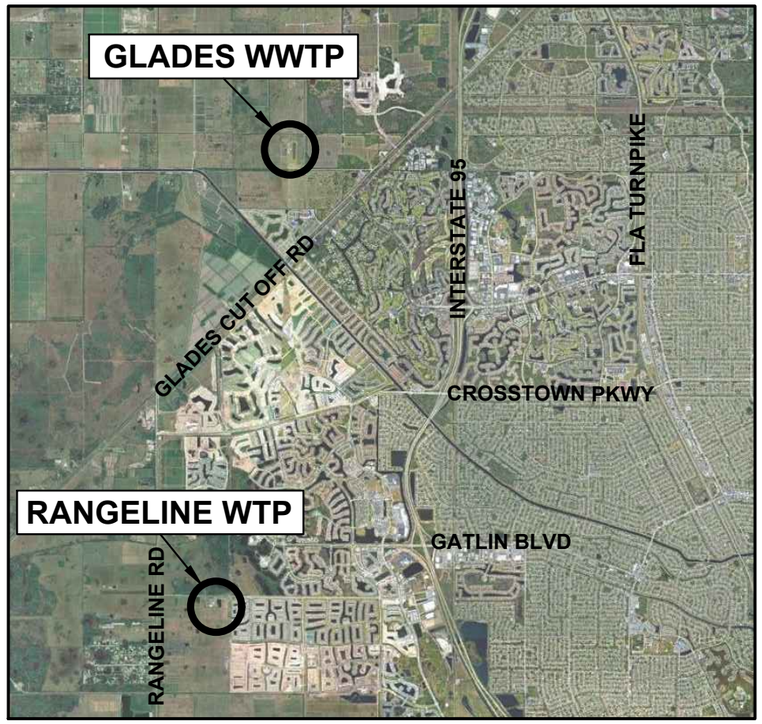
We are pleased to be of assistance to you on this phase of your project. When we may be of further service to you or should you have any questions, please contact us.

Sincerely,
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

Peter G. Andersen, P.E.
Principal Engineer
Fla. Reg. No. 57956

David P. Andre, P.E.
Principal Engineer
Fla. Reg. No. 53969

This report has been digitally signed by Peter G. Andersen, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



GLADES WWTP



RANGELINE WTP



GLADES WWTP
PUBLIC LAND SURVEY SYSTEM
Section 17, Township 36 South, Range 39 East

RANGELINE WTP
PUBLIC LAND SURVEY SYSTEM
Section 18, Township 37 South, Range 39 East

NORTH

NOT TO SCALE

Source: Google Earth Pro

LEGEND

TB-# Standard Penetration Test Boring

(#) Hand Auger Boring (HAB-#)

NOTES

Shown and noted boring locations are approximate and were located using the provided aerial photographs, existing site features, and a hand-held sub-meter GPS unit. Atmospheric disturbances and local weather conditions may affect the accuracy of the GPS instrument readings. The shown boring locations should be considered accurate only to the degree implied by the method of measurement used.

AACE

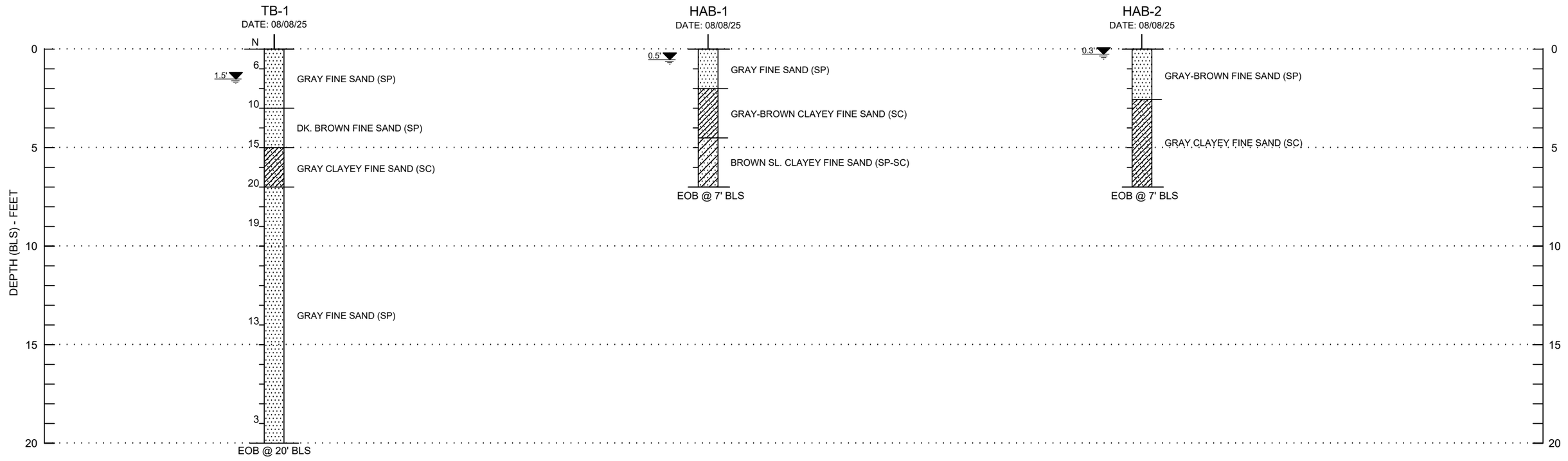
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

SITE VICINITY MAP AND BORING LOCATION PLANS

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION DEEP INJECTION WELL EQUIPMENT PADS GLADES WWTP & RANGELINE WTP PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

Drawn by: PGA	Date: August 2025
Checked by: DPA	Date: August 2025
AACE File No: 25-119	**Sheet No. 1**



SOIL GRAPHICAL LEGEND:

- FINE SAND (SP)
- SLIGHTLY CLAYEY FINE SAND (SP-SC)
- CLAYEY FINE SAND (SC)

NOTE: 3"-6" of topsoil encountered in most borings (not shown on boring profiles)

DRILLING NOTES:

TB-#	STANDARD PENETRATION TEST [SPT] BORING (ASTM D1586)
N	SPT RESISTANCE IN BLOWS PER FOOT
HAB	HAND AUGER BORING (ASTM D1452)
XX▼	GROUNDWATER TABLE (FT-BLS) AT TIME OF DRILLING
EOB	END OF BORING
BLS	BELOW LAND SURFACE
SP, SP-SC, SC	UNIFIED SOIL CLASSIFICATION SYSTEM [USCS]
	USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION

4" DIA. PVC CASING USED TO SLEEVE HAND AUGER BORINGS

DRILL CREW CHIEF: DT
DRILL RIG: CME-45
DRILLING METHOD: ROTARY-WASH/BENTONITE SLURRY
SPLIT-SPOON SAMPLER:
- INSIDE DIAMETER: 1.375"
- OUTSIDE DIAMETER: 2.0"
- LENGTH: 24"

SPT HAMMER:
- AVERAGE DROP: 30"
- WEIGHT: 140 LBS
- TYPE: SAFETY/MANUAL

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

SOIL BORING PROFILES

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION DEEP INJECTION WELL EQUIPMENT PADS GLADES WWTP & RANGELINE WTP PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

Drawn by: PGA	Date: August 2025
Checked by: DPA	Date: August 2025
AACE File No: 25-119	**Sheet No. 2**

Attachment 1

General Notes
(Soil Borings, Sampling and Testing Methods)

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

SOIL BORING, SAMPLING AND TESTING METHODS

GENERAL

Andersen Andre Consulting Engineers, Inc. (AACE) borings describe subsurface conditions only at the locations drilled and at the time drilled. They provide no information about subsurface conditions below the bottom of the boreholes. At locations not explored, surface conditions that differ from those observed in the borings may exist and should be anticipated.

The information reported on our boring logs is based on our drillers' logs and on visual examination in our laboratory of disturbed soil samples recovered from the borings. The distinction shown on the logs between soil types is approximate only. The actual transition from one soil to another may be gradual and indistinct.

The groundwater depth shown on our boring logs is the water level the driller observed in the borehole when it was drilled. These water levels may have been influenced by the drilling procedures, especially in borings made by rotary drilling with bentonitic drilling mud. An accurate determination of groundwater level requires long-term observation of suitable monitoring wells. Fluctuations in groundwater levels throughout the year should be anticipated.

The absence of a groundwater level on certain logs indicates that no groundwater data is available. It does not mean that groundwater will not be encountered at that boring location at some other point in time.

STANDARD PENETRATION TEST

The Standard Penetration Test (SPT) is a widely accepted method of in situ testing of foundation soils (ASTM D-1586). A 2-foot (0.6m) long, 2-inch (50mm) O.D. split-barrell sampler attached to the end of a string of drilling rods is driven 24 inches (0.60m) into the ground by successive blows of a 140-pound (63.5 Kg) hammer freely dropping 30 inches (0.76m). The number of blows needed for each 6 inches (0.15m) increments penetration is recorded. The sum of the blows required for penetration of the middle two 6-inch (0.15m) increments of penetration constitutes the test result of N-value. After the test, the sampler is extracted from the ground and opened to allow visual description of the retained soil sample. The N-value has been empirically correlated with various soil properties allowing a conservative estimate of the behavior of soils under load. The following tables relate N-values to a qualitative description of soil density and, for cohesive soils, an approximate unconfined compressive strength (Qu):

Cohesionless Soils:	**N-Value**	**Description**
	0 to 4	Very loose
	4 to 10	Loose
	10 to 30	Medium dense
	30 to 50	Dense
	Above 50	Very dense

Cohesive Soils:	N-Value	Description	Qu
	0 to 2	Very soft	Below 0.25 tsf (25 kPa)
	2 to 4	Soft	0.25 to 0.50 tsf (25 to 50 kPa)
	4 to 8	Medium stiff	0.50 to 1.0 tsf (50 to 100 kPa)
	8 to 15	Stiff	1.0 to 2.0 tsf (100 to 200 kPa)
	15 to 30	Very stiff	2.0 to 4.0 tsf (200 to 400 kPa)
	Above 30	Hard	Above 4.0 tsf (400 kPa)

The tests are usually performed at 5 foot (1.5m) intervals. However, more frequent or continuous testing is done by AACE through depths where a more accurate definition of the soils is required. The test holes are advanced to the test elevations by rotary drilling with a cutting bit, using circulating fluid to remove the cuttings and hold the fine grains in suspension. The circulating fluid, which is bentonitic drilling mud, is also used to keep the hole open below the water table by maintaining an excess hydrostatic pressure inside the hole. In some soil deposits, particularly highly pervious ones, flush-coupled casing must be driven to just above the testing depth to keep the hole open and/or prevent the loss of circulating fluid. After completion of a test borings, the hole is kept open until a steady state groundwater level is recorded. The hole is then sealed by backfilling, either with accumulated cuttings or lean cement.

Representative split-spoon samples from each sampling interval and from different strata are brought to our laboratory in air-tight jars for classification and testing, if necessary. Afterwards, the samples are discarded unless prior arrangement have been made.

POWER AUGER BORINGS

Auger borings (ASTM D-1452) are used when a relatively large, continuous sampling of soil strata close to the ground surface is desired. A 4-inch (100 mm) diameter, continuous flight, helical auger with a cutting head at its end is screwed into the ground in 5-foot (1.5m) sections. It is powered by the rotary drill rig. The sample is recovered by withdrawing the auger our of the ground without rotating it. The soil sample so obtained, is classified in the field and representative samples placed in bags or jars and returned to the AACE soils laboratory for classification and testing, if necessary.

HAND AUGER BORINGS

Hand auger borings are used, if soil conditions are favorable, when the soil strata are to be determined within a shallow (approximately 5-foot [1.5m]) depth or when access is not available to power drilling equipment. A 3-inch (75mm) diameter hand bucket auger with a cutting head is simultaneously turned and pressed into the ground. The bucket auger is retrieved at approximately 6-inch (0.15m) interval and its contents emptied for inspection. On occasion post-hole diggers are used, especially in the upper 3 feet (1m) or so. Penetrometer probings can be used in the upper 5 feet (1.5m) to determine the relative density of the soils. The soil sample obtained is described and representative samples put in bags or jars and transported to the AACE soils laboratory for classification and testing, if necessary.

UNDISTURBED SAMPLING

Undisturbed sampling (ASTM D-1587) implies the recovery of soil samples in a state as close to their natural condition as possible. Complete preservation of in situ conditions cannot be realized; however, with careful handling and proper sampling techniques, disturbance during sampling can be minimized for most geotechnical engineering purposes. Testing of undisturbed samples gives a more accurate estimate of in situ behavior than is possible with disturbed samples.

Normally, we obtain undisturbed samples by pushing a 2.875-inch (73 mm) I.D., thin wall seamless steel tube 24 inches (0.6 m) into the soil with a single stoke of a hydraulic ram. The sampler, which is a Shelby tube, is 30 (0.8 m) inches long. After the sampler is retrieved, the ends are sealed in the field and it is transported to our laboratory for visual description and testing, as needed.

ROCK CORING

In case rock strata is encountered and rock strength/continuity/composition information is needed for foundation or mining purposes, the rock can be cored (ASTM D-2113) and 2-inch to 4-inch diameter rock core samples be obtained for further laboratory analyses. The rock coring is performed through flush-joint steel casing temporarily installed through the overburden soils above the rock formation and also installed into the rock. The double- or triple-tube core barrels are advanced into the rock typically in 5-foot intervals and then retrieved to the surface. The barrel is then opened so that the core sample can be extruded. Preliminary field measurements of the recovered rock cores include percent recovery and Rock Quality Designation (RQD) values. The rock cores are placed in secure core boxes and then transported to our laboratory for further inspection and testing, as needed.

SFWMD EXFILTRATION TESTS

In order to estimate the hydraulic conductivity of the upper soils, constant head or falling head exfiltration tests can be performed. These tests are performed in accordance with methods described in the South Florida Water Management District (SFWMD) Permit Information Manual, Volume IV. In brief, a 6 to 9 inch diameter hole is augered to depths of about 5 to 7 feet; the bottom one foot is filled with 57-stone; and a 6-foot long slotted PVC pipe is lowered into the hole. The distance from the groundwater table and to the ground surface is recordedand the hole is then saturated for 10 minutes with the water level maintained at the ground surface.

If a constant head test is performed, the rate of pumping will be recorded at fixed intervals of 1 minute for a total of 10 minutes, following the saturation period.

LABORATORY TEST METHODS

Soil samples returned to the AACE soils laboratory are visually observed by a geotechnical engineer or a trained technician to obtain more accurate description of the soil strata. Laboratory testing is performed on selected samples as deemed necessary to aid in soil classification and to help define engineering properties of the soils. The test results are presented on the soil boring logs at the depths at which the respective sample was recovered, except that grain size distributions or selected other test results may be presented on separate tables, figures or plates as discussed in this report.

THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHEAST FLORIDA

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

The soil descriptions shown on the logs are based upon visual-manual procedures in accordance with local practice. Soil classification is performed in general accordance with the United Soil Classification System and is also based on visual-manual procedures.

BOULDERS (>12" [300 MM]) and COBBLES (3" [75 MM] TO 12" [300 MM]):

GRAVEL: Coarse Gravel: 3/4" (19 mm) to 3" (75 mm)
Fine Gravel: No. 4 (4.75 mm) Sieve to 3/4" (19 mm)

Descriptive adjectives:

0 - 5%	– no mention of gravel in description
5 - 15%	– trace
15 - 29%	– some
30 - 49%	– gravelly (shell, limerock, cemented sands)

SANDS:

COARSE SAND: No. 10 (2 mm) Sieve to No. 4 (4.75 mm) Sieve
MEDIUM SAND: No. 40 (425 µm) Sieve to No. 10 (2 mm) Sieve
FINE SAND: No. 200 (75 µm) Sieve to No. 40 (425 µm) Sieve

Descriptive adjectives:

0 - 5%	– no mention of sand in description
5 - 15%	– trace
15 - 29%	– some
30 - 49%	– sandy

SILT/CLAY: < #200 (75µM) Sieve

SILTY OR SILT: $PI < 4$
SILTY CLAYEY OR SILTY CLAY: $4 \leq PI \leq 7$
CLAYEY OR CLAY: $PI > 7$

Descriptive adjectives:

< - 5%	– clean (no mention of silt or clay in description)
5 - 15%	– slightly
16 - 35%	– clayey, silty, or silty clayey
36 - 49%	– very

ORGANIC SOILS:

Organic Content	**Descriptive Adjectives**	**Classification**
0 - 2.5%	Usually no mention of organics in description	See Above
2.6 - 5%	slightly organic	add “with organic fines” to group name
5 - 30%	organic	SM with organic fines
		Organic Silt (OL)
		Organic Clay (OL)
		Organic Silt (OH)

Organic Clay (OH)

HIGHLY ORGANIC SOILS AND MATTER:

Organic Content	**Descriptive Adjectives**	**Classification**
30 - 75%	sandy peat	Peat (PT)
	silty peat	Peat (PT)
> 75%	amorphous peat	Peat (PT)
	fibrous peat	Peat (PT)

STRATIFICATION AND STRUCTURE:

Descriptive Term		**Thickness**
with interbedded		
seam	--	less than ½ inch (13 mm) thick
layer	--	½ to 12-inches (300 mm) thick
stratum	--	more than 12-inches (300 mm) thick
pocket	--	small, erratic deposit, usually less than 1-foot
lens	--	lenticular deposits
occasional	--	one or less per foot of thickness
frequent	--	more than one per foot of thickness
calcareous	--	containing calcium carbonate (reaction to diluted HCL)
hardpan	--	spodic horizon usually medium dense
marl	--	mixture of carbonate clays, silts, shells and sands

ROCK CLASSIFICATION (FLORIDA) CHART:

Symbol	Typical Description
LS	Hard Bedded Limestone or Caprock
WLS	Fractured or Weathered Limestone
LR	Limerock (gravel, sand, silt and clay mixture)
SLS	Stratified Limestone and Soils

LEGEND FOR BORING LOGS

N:	Number of blows to drive a 2-inch OD split spoon sampler 12 inches using a 140-pound hammer dropped 30 inches
R:	Refusal (less than six inches advance of the split spoon after 50 hammer blows)
MC:	Moisture content (percent of dry weight)
OC:	Organic content (percent of dry weight)
PL:	Moisture content at the plastic limit
LL:	Moisture content at the liquid limit
PI:	Plasticity index (LL-PL)
qu:	Unconfined compressive strength (tons per square foot, unless otherwise noted)
-200:	Percent passing a No. 200 sieve (200 wash)
+40:	Percent retained above a No. 40 sieve
US:	Undisturbed sample obtained with a thin-wall Shelby tube
k:	Permeability (feet per minute, unless otherwise noted)
DD:	Dry density (pounds per cubic foot)
TW:	Total unit weight (pounds per cubic foot)

Attachment 2

AACE Project Limitations and Conditions

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

Project Limitations and Conditions

Andersen Andre Consulting Engineers, Inc. has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices. No other warranty, expressed or implied, is made herein. Further, the report, in all cases, is subject to the following limitations and conditions:

VARIABLE/UNANTICIPATED SUBSURFACE CONDITIONS

The engineering analysis, evaluation and subsequent recommendations presented herein are based on the data obtained from our field explorations, at the specific locations explored on the dates indicated in the report. This report does not reflect any subsurface variations (e.g. soil types, groundwater levels, etc.) which may occur adjacent or between borings.

The nature and extent of any such variations may not become evident until construction/excavation commences. In the event such variations are encountered, Andersen Andre Consulting Engineers, Inc. may find it necessary to (1) perform additional subsurface explorations, (2) conduct in-the-field observations of encountered variations, and/or re-evaluate the conclusions and recommendations presented herein.

We at Andersen Andre Consulting Engineers, Inc. recommend that the project specifications necessitate the contractor immediately notifying Andersen Andre Consulting Engineers, Inc., the owner and the design engineer (if applicable) if subsurface conditions are encountered that are different from those presented in this report.

No claim by the contractor for any conditions differing from those expected in the plans and specifications, or presented in this report, should be allowed unless the contractor notifies the owner and Andersen Andre Consulting Engineers, Inc. of such differing site conditions. Additionally, we recommend that all foundation work and site improvements be observed by an Andersen Andre Consulting Engineers, Inc. representative.

SOIL STRATA CHANGES

Soil strata changes are indicated by a horizontal line on the soil boring profiles (boring logs) presented within this report. However, the actual strata's changes may be more gradual and indistinct. Where changes occur between soil samples, the locations of the changes must be estimated using the available information and may not be at the exact depth indicated.

SINKHOLE POTENTIAL

Unless specifically requested in writing, a subsurface exploration performed by Andersen Andre Consulting Engineers, Inc. is not intended to be an evaluation for sinkhole potential.

MISINTERPRETATION OF SUBSURFACE SOIL EXPLORATION REPORT

Andersen Andre Consulting Engineers, Inc. is responsible for the conclusions and recommendations presented herein, based upon the subsurface data obtained during this project. If others render conclusions or opinions, or make recommendations based upon the data presented in this report, those conclusions, opinions and/or recommendations are not the responsibility of Andersen Andre Consulting Engineers, Inc.

CHANGED STRUCTURE OR LOCATION

This report was prepared to assist the owner, architect and/or civil engineer in the design of the subject project. If any changes in the construction, design and/or location of the structures as discussed in this report are planned, or if any structures are included or added that are not discussed in this report, the conclusions and recommendations contained in this report may not be valid. All such changes in the project plans should be made known to Andersen Andre Consulting Engineers, Inc. for our subsequent re-evaluation.

USE OF REPORT BY BIDDERS

Bidders who are reviewing this report prior to submission of a bid are cautioned that this report was prepared to assist the owners and project designers. Bidders should coordinate their own subsurface explorations (e.g.; soil borings, test pits, etc.) for the purpose of determining any conditions that may affect construction operations. Andersen Andre Consulting Engineers, Inc. cannot be held responsible for any interpretations made using this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which may affect construction operations.

IN-THE-FIELD OBSERVATIONS

Andersen Andre Consulting Engineers, Inc. attempts to identify subsurface conditions, including soil stratigraphy, water levels, zones of lost circulation, “hard” or “soft” drilling, subsurface obstructions, etc. However, lack of mention in the report does not preclude the presence of such conditions.

LOCATION OF BURIED OBJECTS

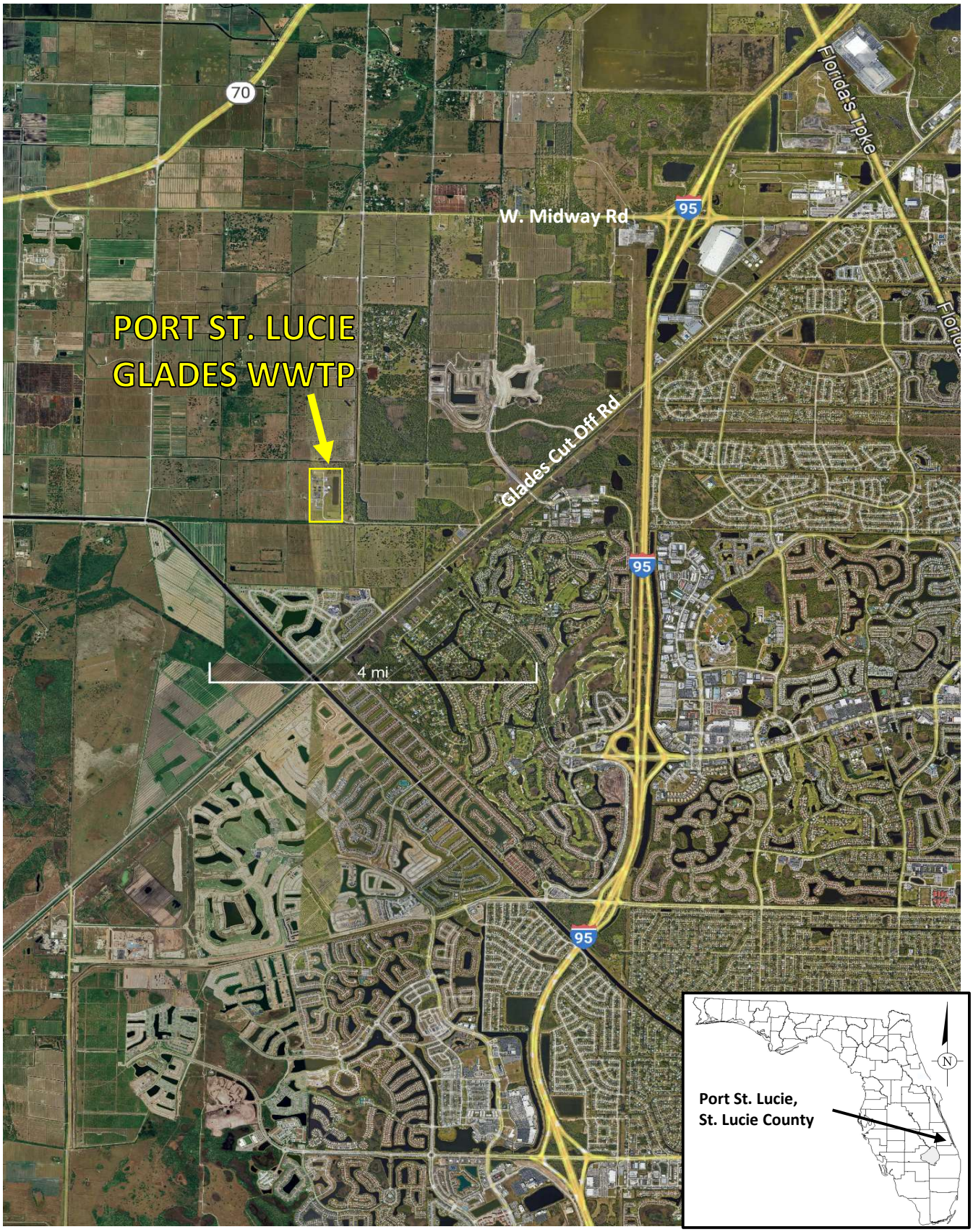
Users of this report are cautioned that there was no requirement for Andersen Andre Consulting Engineers, Inc. to attempt to locate any man-made, underground objects during the course of this exploration, and that no attempts to locate any such objects were performed. Andersen Andre Consulting Engineers, Inc. cannot be responsible for any buried man-made objects which are subsequently encountered during construction.

PASSAGE OF TIME

This report reflects subsurface conditions that were encountered at the time/date indicated in the report. Significant changes can occur at the site during the passage of time. The user of the report recognizes the inherent risk in using the information presented herein after a reasonable amount of time has passed. We recommend the user of the report contact Andersen Andre Consulting Engineers, Inc. with any questions or concerns regarding this issue.

Appendix B:

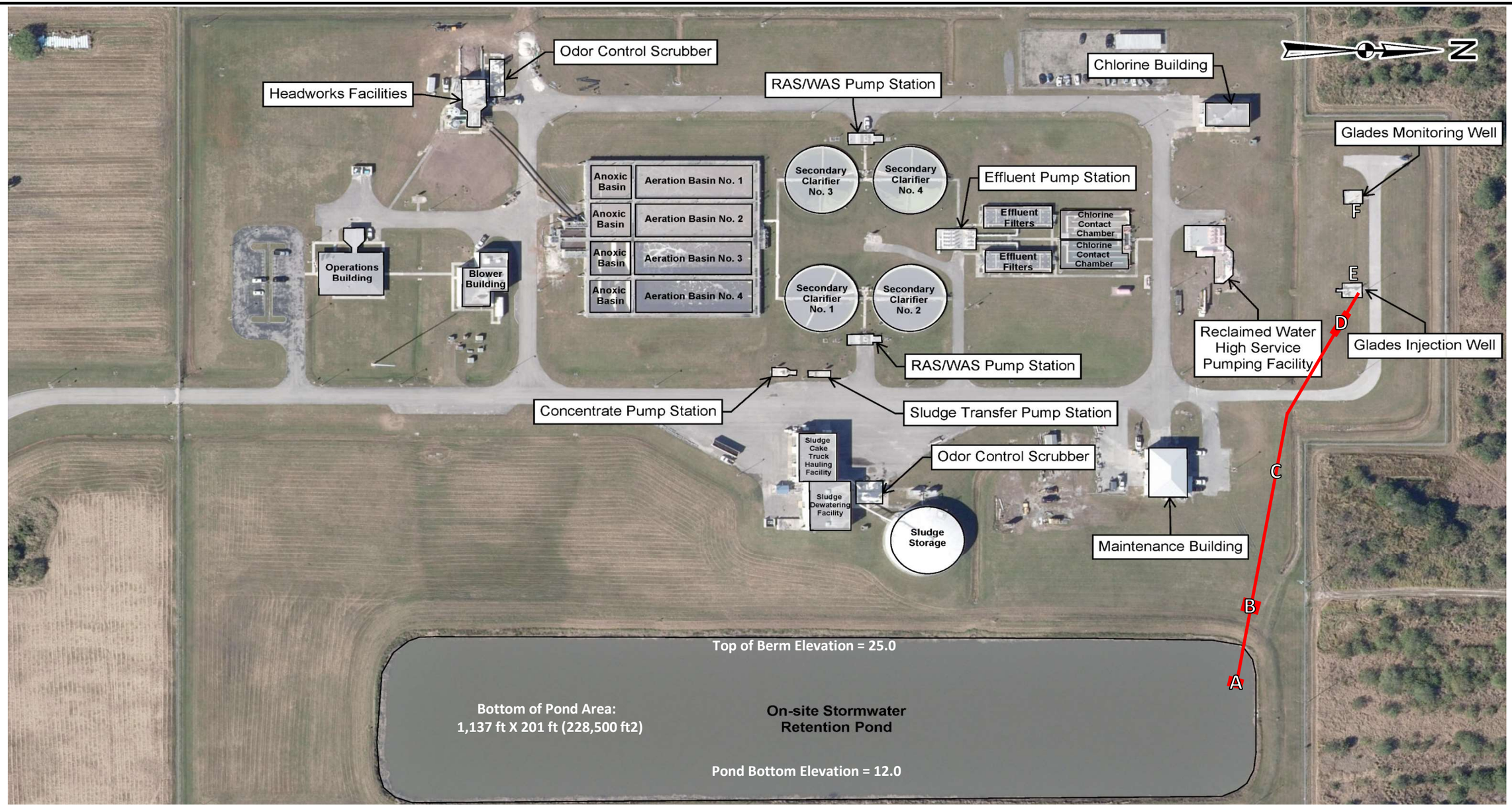
ADDITIONAL FIGURES



MMHC McNABB-MILLER HYDROGEOLOGIC CONSULTING, INC.

CITY OF PORT ST LUCIE
GLADES WASTEWATER TREATMENT PLANT
INJECTION WELL SYSTEM
LOCATION MAP

FIGURE 1

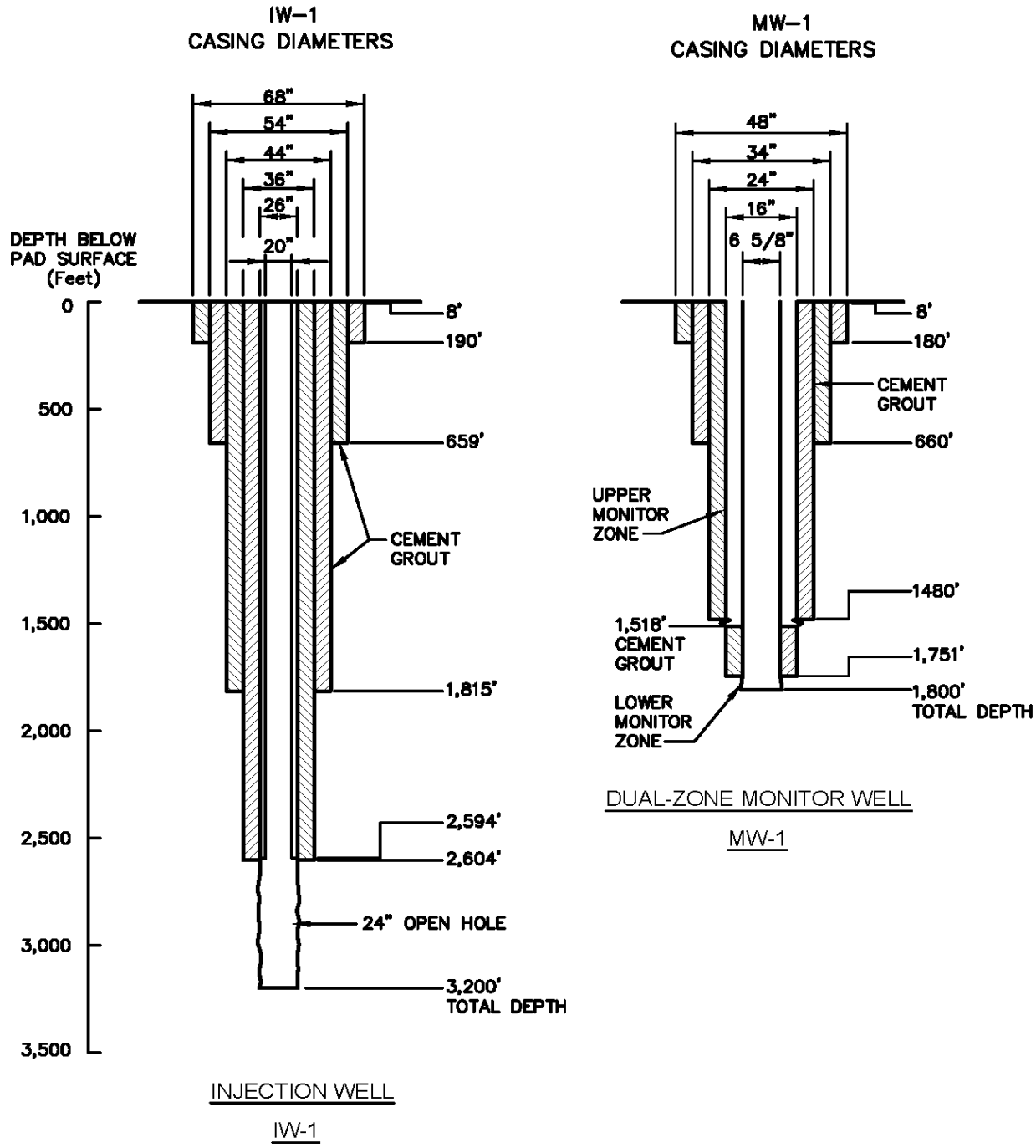


(A) Pipe Intake: Provide details of pipe intake. The intake shall be a minimum of 18 inches above the bottom of the pond. The intake shall be equipped with a strainer and vortex breaker.
(B) Pumps: Provide details of proposed pumps. Pumps shall be capable of providing flows between 2,000 gpm and 18,350 gpm with maximum wellhead pressures of 120 psi
(C) Pipe Route: Provide details of proposed piping route, pipe material, and pipe diameter.
(D) Valving and Flowmeter: Provide details of valves and flowmeters. Minor adjustments to flow rate shall be made with valves. A calibrated flowmeter shall be provided as required in specifications.
(E) IW-1 Wellhead: Provide details of IW-1 temporary wellhead. Temporary wellhead shall be configured to allow for Owner to utilize the well with minimum delay.
(F) MW-1 Monitoring: Provide details for monitoring MW-1 water levels.

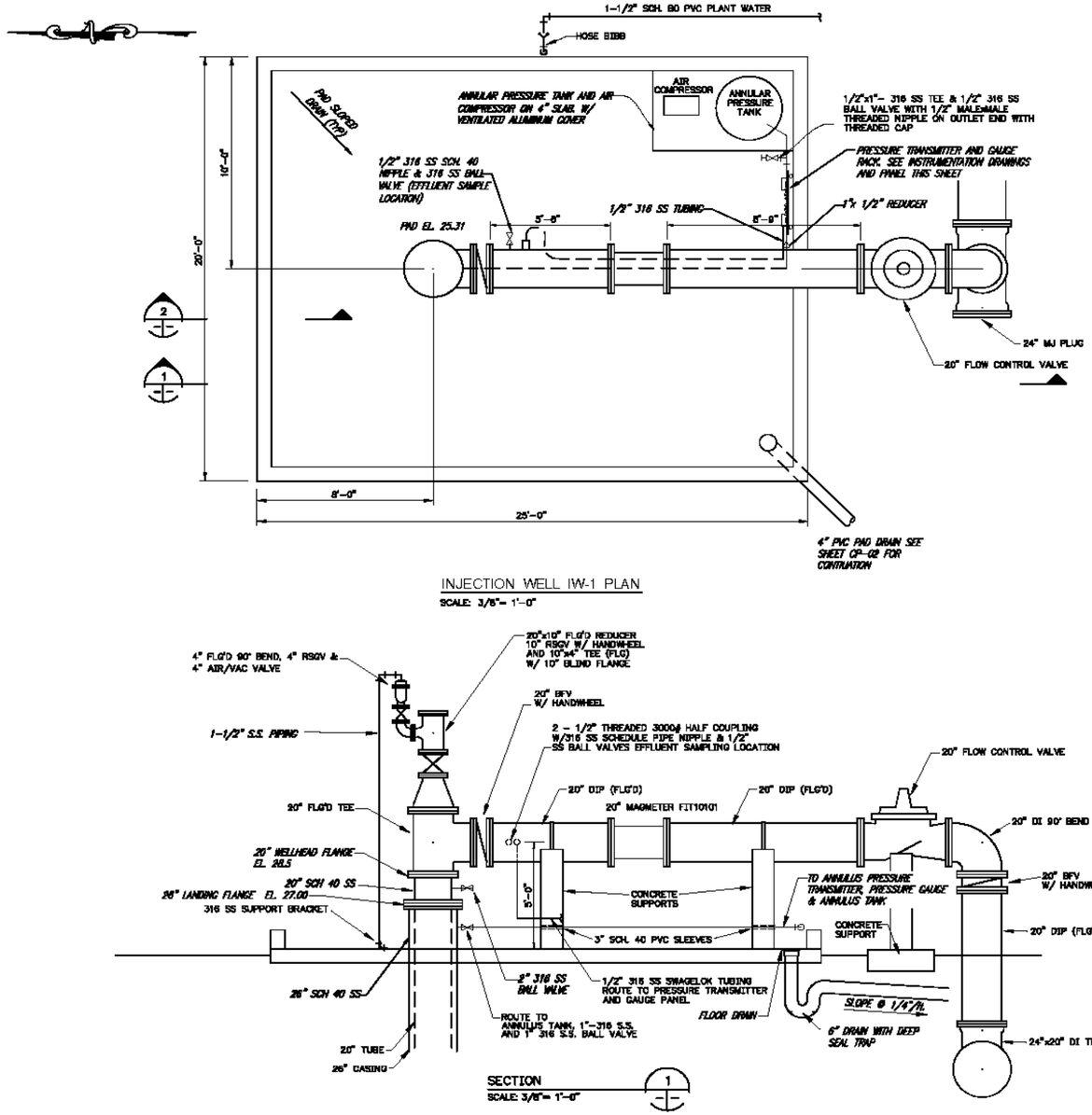
MMHC McNABB-MILLER HYDROGEOLOGIC CONSULTING, INC.

CITY OF PORT ST LUCIE
GLADES WASTEWATER TREATMENT PLANT
INJECTION WELL SYSTEM
SITE LAYOUT

FIGURE 2



MMHC McNABB-MILLER HYDROGEOLOGIC CONSULTING, INC.	**CITY OF PORT ST LUCIE** **GLADES WASTEWATER TREATMENT PLANT** **INJECTION WELL SYSTEM** **IW-1 AND MW-1 CONSTRUCTION DETAILS**	FIGURE 3



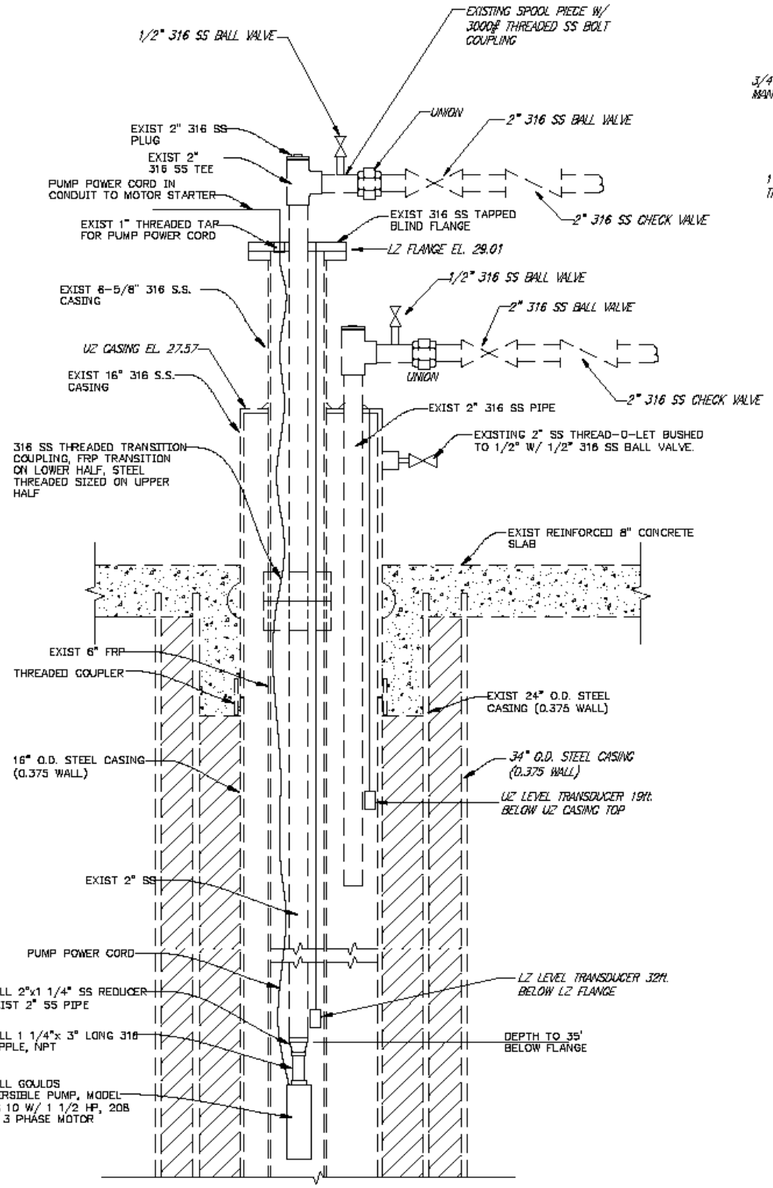
INJECTION WELL IW-1 PLAN
SCALE: 3/8"= 1'-0"

SECTION 1
SCALE: 3/8"= 1'-0"





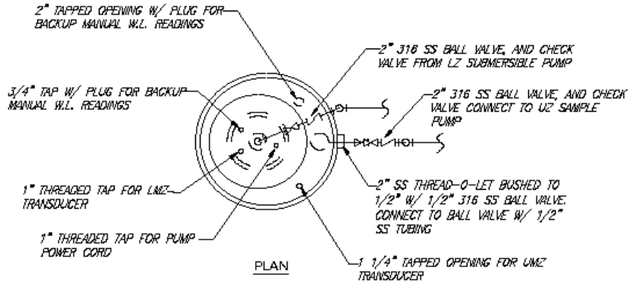
MMHC McNABB-MILLER HYDROGEOLOGIC CONSULTING, INC.	**CITY OF PORT ST LUCIE** **GLADES WASTEWATER TREATMENT PLANT** **INJECTION WELL SYSTEM** **IW-1 WELLHEAD DETAILS**	FIGURE 4



ELEVATION

MONITORING WELL HEAD DETAIL

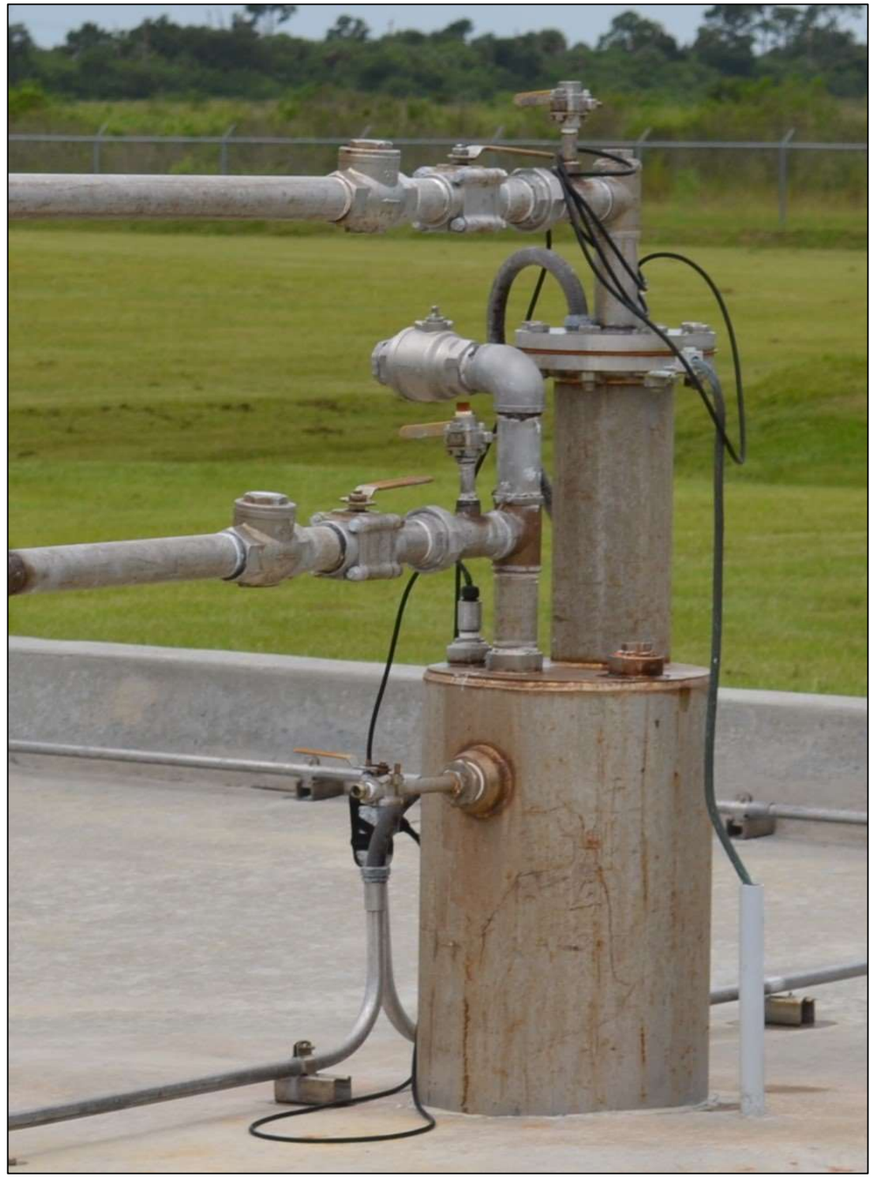
SCALE: NONE



PLAN

MONITORING WELL HEAD DETAIL

SCALE: NONE



McNABB-MILLER HYDROGEOLOGIC CONSULTING, INC.

CITY OF PORT ST LUCIE
GLADES WASTEWATER TREATMENT PLANT
INJECTION WELL SYSTEM
MW-1 WELLHEAD DETAILS

FIGURE 5

Appendix C:

FDEP PERMIT: 0347645-003-UC/1M

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

Sent Via Electronic Mail

September 19, 2025

In the Matter of an Application for Permit by:

City of Port St. Lucie
Kevin Matyjaszek
Utility Systems Director
1001 SE Prineville Street
Port St. Lucie, FL 34983
KMatyjaszek@CityofPSL.com

UIC Permit: 0347645-003-UC/1M
WACS Facility ID: 98446
County: St. Lucie
Class I Injection Well System, IW-2
Construction Permit
Glades Wastewater Treatment Facility

Notice of Permit

Enclosed is permit number 0347645-003-UC/1M for a Class I injection well system.

Any party to this Order (permit) has the right to seek judicial review of the permit pursuant to Section 120.68, Florida Statutes, (F.S.), by the filing of a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, Agency_Clerk@FloridaDEP.gov; and by filing a copy of the Notice of appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this Notice is filed with the Clerk of the Department.

Permittee: City of Port St. Lucie
Kevin Matyjaszek, Utility Systems Director
Glades Wastewater Treatment Facility

UIC Permit: 0347645-003-UC/1M
WACS Facility ID: 98446
Date: September 19, 2025

Executing and Clerking:
Executed in Tallahassee, Florida.
State of Florida Department of Environmental Protection

Richard Lobinske

Richard Lobinske, Ph.D.
Environmental Administrator
Aquifer Protection Program
Division of Water Resource Management

Certificate of Service

The undersigned duly designated clerk hereby certifies that this **Notice of Permit** and all copies were sent on the filing date September 19, 2025, to the following listed persons:

Richard Lobinske, DEP/TLH, Richard.Lobinske@FloridaDEP.gov
Walsta Jean-Baptiste, DEP/TLH, Walsta.JeanBaptiste@FloridaDEP.gov
Edith Chuy, DEP/TLH, Edith.Chuy@FloridaDEP.gov
Cheryl Greenwell, DEP/TLH, Cheryl.Greenwell@FloridaDEP.gov
Len Fishkin, DEP/SED, Len.Fishkin@FloridaDEP.gov
Adam Ullery, DEP/SED Adam.Ullery@FloridaDEP.gov
Curtis Robinson, Holtz Consulting Engineers, Inc., Curtis.Robinson@HoltzConsulting.com
David McNabb, McNabb-Miller Hydrogeologic, David@McNabbHydroConsult.com
Rodney Miller, McNabb-Miller Hydrogeologic Consulting, Rod@McNabbHydroConsult.com
John Eason, City of Port St. Lucie, JEason@CityofPSL.com
Colleen Jacobsen, City of Port St. Lucie, CJacobsen@CityofPSL.com
Todd Leyland, City of Port St. Lucie, TLeyland@CityofPSL.com
Jason Meadows, USEPA/ATL, Meadows.JasonB@EPA.gov

Filing and Acknowledgment

Filed, on this date, pursuant to Section 120.52, Florida Statutes, (F.S.), with the designated Department Clerk, receipt of which is hereby acknowledged.

Kaiden Miller Digitally signed by Kaiden Miller Date: 2025.09.19 08:47:00 -04'00'

Clerk

9/19/2025
Date

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

Underground Injection Control
Class I Injection Well System
Construction and Testing Permit

Permittee
City of Port St. Lucie
Kevin Matyjaszek
Utility Systems Director
1001 SE Prineville Street
Port St. Lucie, FL 34983
KMatyjaszek@CityofPSL.com

Permit/Certification

UIC Permit:	0347645-003-UC/1M
WACS Facility ID:	98446
Date of Issuance:	September 19, 2025
Date of Expiration:	September 19, 2030
Permit Processor:	Walsta Jean-Baptiste

Facility
Glades Wastewater Treatment Facility
10700 Glades Cutoff Road
Port St. Lucie, FL 34986

Location

County:	St. Lucie
Latitude:	27° 20' 38.19" N
Longitude:	80° 27' 13.46" W

Project: Class I Injection Well System IW-2

This permit is issued under the authority of Chapter 403, Florida Statutes (F.S.), and the rules promulgated thereunder, particularly Chapters 62-4, 62-520, and 62-528, Florida Administrative Code (F.A.C.).

The above-named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Environmental Protection (Department or DEP) and made a part hereof and specifically described as follows.

To Construct and Operationally Test: One Class I injection well (IW-2) for the disposal of domestic wastewater treated to high-level disinfection standards from the Glades Wastewater Treatment Facility (FLA326321).

The injection well is proposed to be constructed with a 30-inch outside diameter injection casing set to approximately 2,600 feet below land surface (bls) with a cemented annulus and a total depth of approximately 3,500 feet bls. The proposed injection zone is a Class G-IV aquifer in accordance with Chapter 62-520.410(1), F.A.C.

Injection well IW-2 is designed for a maximum injection rate of 20,575 gallons per minute (gpm) and a maximum injection volume of 29.63 million gallons per day (mgd) at an injection velocity of 10 feet per second in the proposed injection casing of the well. The permitted injection rate and volume will be established after testing of the well is complete.

In Accordance With: The Application to Construct DEP Form No. 62-528.900(1) dated June 18, 2025, and supporting information submitted to the Aquifer Protection Program (APP) Tallahassee office.

Location: Glades Wastewater Treatment Facility, 10700 Glades Cutoff Road, Port St. Lucie, Florida 34986, in St. Lucie County.

The injection and monitor wells, as designated below by well name and Water Assurance Compliance System (WACS) testsite identification (ID), and construction details at this facility, are as follows:

Table 1
Injection Wells

Well Name	WACS Testsite ID	Well Depth (feet bls)	Casing Size[1] (inches)	Casing Thickness (inches)	Casing or Tubing Type	Casing Depth or Interval (feet bls)
IW-1 0347645-002-UO/1X	13245	3,200	68	0.375	Steel	8
			54	0.375	Steel	190
			44	0.375	Steel	659
			36	0.375	Steel	1,815
			26	0.500	Steel	2,604
			20	0.82	FRP[2] Tubing	2,594
					Open Hole[3]	2,604 – 3,200
IW-2[4]	14297	3,500	66	0.375	Steel	10
			58	0.375	Steel	190
			48	0.375	Steel	660
			40	0.375	Steel	1,600
			30	0.500	Steel	2,600
					Open Hole	2,600 – 3,500

Injection Well Notes:
[1] All sizes in outside diameter or nominal size. Depths are approximate.
[2] Red Box® series 1250 fiberglass-reinforced plastic (FRP) injection tubing with packer in fluid-filled annulus and 17.98-inch inside diameter.
[3] Open hole diameter is 24 inches.
[4] IW-2 will have a cemented annulus.

Table 2
Monitor Well

Well Name	WACS Testsite ID	Monitor Zone	Casing Size[1] (inches)	Casing Thickness (inches)	Casing Type	Casing Depth (feet bls)	Monitoring Depth (feet bls)
MW-1 0347645-002-UC/1X	23441A		48	0.375	Steel		
			34	0.375	Steel		
			24	0.375	Steel		
			16	0.375	Steel		
		Upper					1,480 – 1,518
	23441B		6⅝	0.39	FRP[2]		
		Lower					1,751 – 1,810

Monitor Well Notes:
[1] All sizes in outside diameter.
[2] Red Box® series 1750 fiberglass-reinforced plastic (FRP) casing with 5.43-inch inside diameter.

Subject To: Specific Conditions I-IX and General Conditions 1-24.

Specific Conditions

I. General Requirements

1. This permit is for City of Port St. Lucie to construct and operationally test one Class I injection well (IW-2) for the disposal of domestic wastewater treated to high-level disinfection standards from the Glades Wastewater Treatment Facility (FLA326321). This permit does not authorize the construction or operational testing of any other well. *[62-528.440(2)(a), F.A.C.]*
2. No underground injection is allowed that causes or allows movement of fluid into an underground source of drinking water (USDW) if such fluid movement may cause a violation of any primary drinking water standard under Title 40 of the Code of Federal Regulations (C.F.R.) section 141, or may otherwise adversely affect the health of persons. The applicant for a permit shall have the burden of showing that the requirements of this paragraph are met. *[62-528.440(2)(c), F.A.C.]*
3. In the event a well must be plugged or abandoned, the permittee shall obtain approval from the Department as required by Rule 62-528, F.A.C. When no longer used for their intended purpose, these wells shall be properly plugged and abandoned. 180 days prior to well abandonment, the permittee shall submit to the Department the proposed plugging method, pursuant to Rule 62-528.460, F.A.C. *[62-528.435(6) and 62-528.460(1), F.A.C.]*
4. If injection is to continue beyond the expiration date of this permit the permittee shall apply for and obtain an operation permit. If necessary to complete the maximum two-year operational testing period as referenced in Rule 62-528.450(3)(e), F.A.C., the permittee shall apply for renewal of the construction permit at least 60 days prior to the expiration date of this permit. *[62-528.307(2)(a) and 62-528.450(3)(e), F.A.C.]*

II. Site Requirements

1. A drilling pad shall be provided to collect spillage of contaminants and to support the heaviest load that will be encountered during drilling. *[62-528.410(9)(b), F.A.C.]*
2. No drilling operations shall begin without an approved disposal site for drilling fluids, cuttings, or waste. It shall be the permittee's responsibility to obtain the necessary approval(s) for disposal prior to the start of construction. A detailed disposal plan shall be submitted to the Department prior to the commencement of drilling activities for the injection and monitor wells. *[62-528.410(9)(a), F.A.C.]*
3. Specific drilling pad dimensions and design drawings for Department record shall be provided prior to commencing construction and shortly after selection of the drilling contractor. *[62-528.410(9)(b), F.A.C.]*
4. Hurricane Preparedness – Upon the issuance of a "Hurricane Watch" by the National Weather Service, the preparations to be made include but are not necessarily limited to the following:
   a. Secure all on-site salt and stockpiled additive materials to prevent surface and/or groundwater contamination.
   b. Properly secure drilling equipment and rig(s) to prevent damage to well(s) and on-site treatment process equipment.

   [62-528.307(1)(f), F.A.C.]

III. Construction and Testing Requirements

A. General

1. Any construction, modification, repair, or abandonment of a well shall be performed by a Florida licensed water well contractor, licensed under Rule 62-532, F.A.C., to engage in the business of construction, modification, repair, or abandonment of a well. *[62-532.200, F.A.C.]*
2. Well construction shall follow the requirements of Rule 62-532.500 for Water Well Construction Standards. *[62-532.500, F.A.C.]*
3. The measurement points for drilling and logging operations shall be surveyed and referenced to the NAVD of 1988 prior to the onset of drilling activities for the injection and monitor wells. *[62-160.240(3)(b)3., F.A.C.]*
4. Blow-out preventers or comparable flow control devices shall be installed on the injection and monitor wells prior to penetration of the Floridan aquifer system. *[62-528.410(9)(c), F.A.C.]*
5. The Department shall be notified 30 days prior to the mobilization of drilling operations to the site, and again 7 days prior to the mobilization of drilling operations to the site. *[62-528.430(1), F.A.C.]*
6. Waters spilled during construction or testing of the injection well system shall be contained and properly disposed. *[62-528.307(1)(e) and (f), and 62-528.410(9)(b), F.A.C.]*
7. If additives that were not approved in the permit application are to be used during grouting, for lost circulation, or for any other reason, information on their properties

shall be submitted to the Department prior to their use for review and approval. *[62-528.410(5)(c), F.A.C.]*

8. No more than 6% bentonite gel shall be used to cement any casing or tubing unless advance approval is received from the Department due to conditions found during the drilling and logging of the well. *[62-528.410(5)(f) and 62-528.420(5)(c), F.A.C.]*
9. Casings used in the construction of the wells shall be designed for the life expectancy of the well, and shall be new and unused. *[62-528.410(4)(a)]*
10. Casings shall be centralized to provide adequate annular space around the casing for proper cementing. *[62-528.410(5)(i)3]*

B. Testing and Monitoring

1. The construction, geophysical logging, and packer testing programs shall be implemented in accordance with this permit and as proposed in the following submittals:
   - June 18, 2025, "Well Construction Application";
   - Other approved submittals received by the Department.

   [62.528.307(1)(b), F.A.C.]
2. Exact depths of casing seats and monitor intervals shall be determined based on field conditions and the results obtained during the construction and testing program, and are subject to the conditions of this permit. The injection well will be constructed first followed by the monitor wells. In the case of a multi-well injection system, at least one injection well shall be constructed first. *[62-528.410(4)(c), F.A.C.]*
3. Packer tests shall be conducted in both injection and monitor wells to identify confinement and the base of the USDW.
   a. The program shall include the number of packer tests identified in the permit application, at intervals which are to be field determined.
   b. At least one packer test shall be conducted in each proposed monitor interval.
   c. Packer tests shall be conducted in the anticipated confining intervals, from the lowermost zone of the USDW to the top of the injection zone. Results from the packer tests will contribute to the demonstration of confinement. To the extent feasible, the packer tests shall be performed over intervals that are sufficiently narrow so as not to include high hydraulic conductivity beds.
   d. Water samples shall be collected from each packer test, and analyzed for total dissolved solids (TDS), chlorides, specific conductance, ammonia, total Kjeldahl nitrogen, and sulfate.

   [62-528.405(1)(a) and (2)(a), and 62-528.420(6)(f), F.A.C.]
4. Department approval is required prior to the following stages of construction and testing:
   a. Intermediate (40-inch) casing seat in each injection well
   b. Final (30-inch) casing seat in each injection well
   c. Final seat for tubing and packer in each injection well
   d. Short-term injection test
   e. Operational testing

   [62-528.410(4)(c) and 62-528.420(4)(c), F.A.C.]

5. The depth of the USDW and the background water quality of the monitor zones shall be determined during drilling and testing using the following information:
   a. Water samples from packer test data with analysis and interpretation.
   b. Geophysical logging upon reaching the total depth of the appropriate pilot hole interval including the following logs at a minimum: caliper, gamma ray, dual induction, and borehole compensated sonic. Other logs as identified in the permit application documents shall be run.

   [62-528.405(1)(a) and 62-528.405(3)(b), F.A.C.]

6. The upper monitor interval shall be established within the lowermost portion of the USDW unless it can be demonstrated that no zone is present that can produce adequate water for collection of representative groundwater samples. *[62-528.425(1)(g)4., F.A.C.]*

7. The lower monitor interval shall be positioned in a zone below the base of the USDW that can produce adequate water for collection of representative groundwater samples. The purpose of the lower monitor zone is to verify the effectiveness of the confining unit and external mechanical integrity of the injection well. This zone shall be placed far enough below the base of the USDW to function as an early warning for fluid movement. *[62-528.425(1)(g)4., F.A.C.]*

8. The data and analysis supporting the selection of the monitor intervals shall be submitted to the Department after the collection, interpretation, and analysis of all pertinent cores, geophysical logs, packer tests and analysis of fluid samples. The Department shall approve the final selection of the specific upper and lower monitor intervals prior to monitor well completion. *[62-528.420(4)(c), F.A.C.]*

9. To identify the upper and lower monitor zones, the following information from the injection and monitor wells and all available on-site sources of data shall be analyzed, interpreted and submitted for Department review and approval:
   a. Borehole televiewer or downhole television survey.
   b. The characteristics of the transition zone (especially regarding TDS) in the vicinity of the base of the USDW.
   c. Packer test data including water quality (TDS, chlorides, sulfate, specific conductance, ammonia, and total Kjeldahl nitrogen, at a minimum).
   d. The specific capacity of the proposed upper and lower monitor zones based on packer testing results.
   e. The identification of the base of the USDW.

   [62-528.420(4)(c), F.A.C.]

10. Confinement shall be demonstrated using at a minimum, directly measured lithologic properties, geophysical evidence, and tests performed while pumping the formation. *[62-528.405(2)(c), F.A.C.]*

11. Test results pertaining to formation testing shall include and/or specifically reference the following informational and quality control items:
    a. Information that documents the calibration of tools, including field checks prior to testing.
    b. The conditioning/development of the borehole prior to logging, including the techniques used and the time periods in which they were applied, and

c. Pertaining to packer/pump testing - recording the pumping rate regularly throughout the test to account for possible variations in the pumping rate, and providing information regarding the detection of packer leaks, if any, during testing.

[62-528.405(2) and (3), F.A.C.]

12. Representative samples of circulation fluid shall be collected when drilling with water, air, or reverse air during the drilling of the pilot holes of injection and monitor wells. Representative samples of circulation fluid shall be collected at a minimum of every 90 feet during drilling. The circulation fluid samples shall be analyzed for chloride and specific conductance at a minimum. *[62-528.405(1)(a) and 62-528.420(6)(g), F.A.C.]*

13. At sites where previous injection has occurred, the representative samples of circulation fluid below the intermediate 40-inch casing in the injection well(s) shall be analyzed for TDS, chloride, sulfate, specific conductance, ammonia, and total Kjeldahl nitrogen, at a minimum. *[62-528.405(2)(c) and (3)(b), F.A.C.]*

14. If effluent is encountered or suspected during pilot hole drilling and testing, the Department shall be notified immediately by telephone and in writing and immediate appropriate precautionary measures shall be taken to prevent any upward fluid movement. *[62-528.440(2)(d), F.A.C.]*

C. Mechanical Integrity

1. Mechanical Integrity:
   a. Injection is prohibited until the permittee affirmatively demonstrates that the well has mechanical integrity. Prior to operational testing the permittee shall establish, and thereafter maintain the mechanical integrity of the well at all times.
   b. If the Department determines that the injection well lacks mechanical integrity, written notice shall be given to the permittee.
   c. Within 48 hours of receiving written notice that the well lacks mechanical integrity, unless the Department requires immediate cessation of injection, the permittee shall cease injection into the well unless the Department allows continued injection pursuant to subparagraph d below.
   d. The Department shall allow the permittee to continue operation of a well that lacks mechanical integrity if the permittee has made a satisfactory demonstration that fluid movement into or between underground sources of drinking water is not occurring.

   [62-528.307(2)(f), F.A.C.]

2. Mechanical integrity of each injection well shall be determined pursuant to Rule 62-528.300(6)(b) and (c), F.A.C. For wells with a fluid-filled casing/tubing annulus, this includes both continuous annular monitoring and a pressure test of the casing/tubing annulus every 5 years. *[62-528.300(6)(b) and (c), F.A.C.]*

3. Verification of pressure gauge calibration must be provided to the Department representative at the time of the test and in the certified test report. *[62-528.300(6)(f), F.A.C.]*

4. The Department's Southeast District office must be notified a minimum of seven (7) calendar days prior to all testing for mechanical integrity on the injection wells. Any change in the approved testing procedure must be approved by the Department

before testing begins. All testing must be initiated during daylight hours, Monday through Friday other than State Holidays, unless approval has been given by the Department. An evaluation of test results must be submitted with all test data. *[62-528.300(6)(f), F.A.C.]*

D. Surface Equipment

1. The integrity of the monitor zone sampling systems shall be maintained at all times. Sampling lines shall be clearly and unambiguously identified by monitor zone at the point at which samples are drawn. All reasonable and prudent precautions shall be taken to ensure that samples are properly identified by monitor well name or zone and that samples obtained are representative of those zones. Sampling lines and equipment shall be kept free of contamination with independent discharges and no interconnections with any other lines. *[62-528.307(1)(f) and 62-528.307(2)(b), F.A.C.]*
2. The surface equipment for each injection well disposing of domestic (municipal) effluent shall maintain compliance with Rule 62-600.540(5), F.A.C., for water hammer control, screening, access for logging and testing, and reliability and flexibility in the event of damage to the well and effluent piping. *[62-600.540(5), 62-528.307(1)(f), and 62-528.307(2)(b), F.A.C.]*
3. Injection wells not disposing of domestic (municipal) effluent shall maintain compliance with Rule 62-528.450(2)(j), F.A.C. for water hammer control, as well as access for logging and testing, and reliability and flexibility in the event of damage to the well and effluent piping. *[62-528.450(2)(j), 62-528.307(1)(f), and 62-528.307(2)(b), F.A.C.]*
4. The surface equipment and piping for the injection and monitor wells shall be kept free of corrosion at all times. *[62-528.307(1)(f) and 62-528.307(2)(b), F.A.C.]*
5. Spillage onto the injection well pad(s) during construction activities, and any waters spilled during mechanical integrity testing, maintenance, testing, or repairs to the system(s) shall be contained on the pad(s) and directed to a sump which in turn discharges to the pumping station wet well, via other approved means to the injection well system, or by another method approved by the Department. *[62-528.307(1)(f) and 62-528.307(2)(b), F.A.C.]*
6. After well construction activities are complete, the injection well pads are not, unless specific approval is obtained from the Department, to be used for storage of any material or equipment at any time. *[62-528.307(1)(f) and 62-528.307(2)(b), F.A.C.]*
7. Four surficial aquifer monitor wells, identified as Pad Monitor wells (PMWs), shall be located near the corners of the pads to be constructed for the injection and monitor wells, and shall be identified by number or pad location, i.e. NW, NE, SW, and SE. If located in a traffic area the well head(s) must be protected by traffic bearing enclosure(s) and cover(s). Each cover must lock and be specifically marked to identify the well and its purpose. The PMWs shall be sampled as follows:
   a. The PMWs shall be sampled and analyzed prior to drilling the injection or monitor wells and then weekly thereafter. The PMWs must also be sampled at other times specifically requested by the Department and laboratory analyses of requested parameters may be required.

b. During the construction and associated testing phases, the PMWs shall be sampled for total dissolved solids (milligram per liter [mg/L]), specific conductance (micromhos/centimeter [µmhos/cm]), pH (standard units), chloride [mg/L], field temperature (°Celsius [C]), and water level (pound per square inch [psi] or feet [ft] North American Vertical Datum [NAVD] of 1988). Chloride and specific conductance may be from field or lab samples.
c. Initial PMW analyses shall be submitted prior to the onset of drilling activities.
d. Laboratory analysis of total dissolved solids (mg/L) is required during the first four weeks of PMW sampling.
e. The results of the PMW analyses shall be submitted to the Department in the weekly progress report. The PMWs shall be retained in service throughout the construction phase of the project. Upon completion of construction, sampling shall continue until sample concentrations return to concentrations observed prior to drilling activity followed by capping, or plugging and abandonment of the PMWs.

[62-528.410(9)(b), F.A.C.]

IV. Quality Assurance/Quality Control

1. The permittee shall ensure that the operation of this injection well system shall be as described in the application and supporting documents. Any proposed modifications to the permit, construction procedures, testing procedures, completion procedures, operation procedures, or any additional work not described in the application or supporting documents shall be submitted in writing to the Tallahassee office of the Aquifer Protection Program for review and clearance prior to implementation. Changes of negligible impact to the environment and staff time will be reviewed by the program manager, cleared when appropriate and incorporated into this permit. Changes or modifications other than those described above will require submission of a completed application and appropriate processing fee as per Rule 62-4.050, F.A.C. *[62-4.050, F.A.C.]*

2. Proper operation and maintenance include effective performance and appropriate quality assurance procedures; adequate operator staffing and training; and adequate laboratory and process controls. *[62-528.307(2)(b), F.A.C.]*

3. All water quality samples required by this permit shall be collected in accordance with the appropriate Department Standard Operation Procedures (SOP), pursuant to Rule 62-160.210, F.A.C., *Approved Field Procedures*. A certified laboratory shall conduct the analytical work, as provided by Rule 62-160.300, F.A.C., *Laboratory Certification*. Department approved test methods shall be utilized, unless otherwise stated in this permit. All calibration procedures for field testing and laboratory equipment shall follow manufacturer's instrumentation manuals and satisfy the requirements of the Department SOPs. A listing of the SOPs pertaining to field and laboratory activities is available at the Department's website: https://floridadep.gov/dear/quality-assurance/content/dep-sops. *[62-4.246 and 62-160, F.A.C.]*

4. All indicating, recording and totalizing devices associated with the injection well system shall be maintained in good operating condition and calibrated annually at a minimum. The pressure gauges, flow meter, and chart recorders shall be calibrated using standard engineering methods. *[62-528.307(1)(f) and 62-528.307(2)(b), F.A.C.]*

5. All reports submitted to satisfy the requirements of this permit shall be signed by a person authorized under Rule 62-528.340(1), F.A.C., or a duly authorized representative of that person under Rule 62-528.340(2), F.A.C. All reports required by this permit which are submitted to the Department shall contain the following certification as required by Rule 62-528.340(4), F.A.C.:

   > I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. *[62-528.340(1), (2), and (4), F.A.C.]*

6. Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Department as being more representative of groundwater conditions. *[62-520.310(5), F.A.C.]*

7. A professional engineer registered pursuant to Chapter 471, F.S., shall be retained throughout the construction period to be responsible for the construction operation and to certify the application, specifications, completion report, and other related documents. The Department shall be notified immediately of a change of the engineer of record. *[62-528.440(5)(b), F.A.C.]*

8. Continuous on-site supervision by qualified personnel (engineer and/or geologist, as applicable) is required during all testing and geophysical logging operations. *[62-528.440(5)(b), F.A.C.]*

V. Reporting Requirements

1. The drilling and construction schedule, site layout of drilling pad, and pad monitor well locations shall be submitted to the Department during site preparation but prior to drilling operation commencement for the injection well system. *[62-528.430(2)(a), F.A.C.]*

2. Weekly progress reports shall be submitted to the Department's Tallahassee and Southeast District offices throughout the construction period for each well. These reports, which may be submitted by electronic mail, shall be submitted within 48 hours of the end of the period of record and shall include at a minimum the following information:
   a. A cover letter summary of the daily engineer report, driller's log, and a projection for activities in the next reporting period.
   b. Daily engineer's reports and driller's/work logs with detailed descriptions of all drilling progress, cementing, testing, logging, and casing installation activities.
   c. Description of daily footage drilled by diameter of bit, size of hole opener, or reamer being used.
   d. Collection of drilling cuttings every 10 feet and at every formation change.
   e. Description of work during installation and cementing of casing, including amounts of casing and cement used. Details of cementing operations shall include the

number of cementing stages, and the following information for each stage of cementing: the volume and type of cement pumped, the theoretical fill depth, and the actual tag depth. From both the physical tag and the geophysical logs, a percent fill shall be calculated. An explanation of any deviation between actual versus theoretical fill shall be provided.

f. Details of the additions of salt or other materials to suppress well flow, including the date, depth, and amount of material used.
g. Description of testing accomplished including (but not limited to) pumping and packer tests.
h. Lithologic logs and core descriptions with cuttings description, formation and depth encountered.
i. Geophysical logs, video logs, and deviation survey results.
j. Water quality analyses, including but not limited to the weekly water quality analysis and water levels for the PMWs.
k. Well development records.
l. Description of any construction problems that developed during the reporting period and current status.
m. Interpretations included with all test results and logs submitted.
n. Documentation of disposal of drilling fluids, cuttings, formation water, or waste as per Specific Condition II.2.

[62-528.410(9)(a) and 62-528.430(1), F.A.C.]

3. The final selection of specific injection and monitor intervals must be approved by the Department. In order to obtain an approval, the permittee shall submit a written request to the APP Tallahassee office. All casing seat requests for the injection and monitor wells shall be accompanied by technical justification. To the extent possible, each casing seat request should address the following items:
   a. Lithologic and geophysical logs with interpretations, as the interpretations relate to the casing seat.
   b. Water quality data (including but not necessarily limited to TDS concentrations).
   c. Identification of confining units, including hydrogeologic data and interpretations.
   d. Identification of monitor zones.
   e. Casing depth evaluation (mechanically secure formation, potential for grout seal).
   f. Lithologic drilling rate and weight on bit data, with interpretations (related to the casing seat).
   g. Identification of the base of the USDW using water quality and geophysical log interpretations.
   h. A certified (PE or PG) evaluation of all logging and test results submitted with test data.
   i. Transmissivity or specific capacity of proposed monitor zone.
   j. Packer test drawdown curves and interpretation.

   [62-528.410(4)(c) and 62-528.420(4)(c), F.A.C.]

4. The short-term injection test request shall contain the following justifications:
   a. Cement bond logs and interpretation.
   b. Final downhole television survey with interpretation.

c. Demonstration of mechanical integrity, which shall include radioactive tracer test results, pressure testing results, and temperature logging results (if the injection test is to be after any of these mechanical integrity tests).
d. Reasonable assurance that adequate confinement exists.
e. Planned injection testing procedures.
f. Proposed source water to be used. Per Rule 62-528.405(3)(b), F.A.C., if an adequate potable water supply for the injection test does not exist, and the data collected during drilling provide assurance of the presence of confining bed(s), the applicant shall, after demonstrating mechanical integrity pursuant to Rules 62-528.300(6)(b)2. and (c), F.A.C., be allowed to use an alternate source for testing only with specific prior written authorization from the Department. An analysis of the alternate water source is required prior to Department approval, according to the table below:

Water Source	Required Analyses
Potable Water	No analysis needed.
Secondarily Treated Domestic Wastewater*	A copy of the latest comprehensive analysis submitted to the Department's domestic wastewater program.
Desalination Concentrate*	A copy of the latest comprehensive analysis submitted to the Department's industrial wastewater program. If more than one year old, sample the water for the parameters required for monthly monitoring of the wastewater in Specific Condition VI.
Groundwater	Sample the water for: • total dissolved solids (mg/L) • chloride (mg/L) • specific conductance (temperature compensated, µmhos/cm or mS/cm) • total suspended solids (TSS) (mg/L) • nitrogen, ammonia, total as N (mg/L) • nitrogen, total Kjeldahl as N (TKN, mg/L) • nitrogen, nitrate, total as N (mg/L) • sodium (mg/L) • potassium (mg/L) • calcium (mg/L) • magnesium (mg/L) • total iron (mg/L) • bicarbonate (mg/L) • phosphorous, total as P (mg/L) • pH (standard units) • sulfate, total as SO_4 (mg/L) • field temperature (°C) • gross alpha (picoCuries per liter [pCi/L]) • combined radium-226 and radium-228 (pCi/L)
Surface Water	As above for groundwater, with the additional constituents: • total and fecal coliform (cfu/100mL) • *Escherichia coli* (cfu/100mL) • Enterococci (cfu/100mL) • turbidity (Nephelometric Turbidity Unit [NTU])

*Requires specific prior written authorization from the Department.
[62-528.405(3)(b), F.A.C.]

5. Upon completion of analysis of cores and sample cuttings recovered during the construction of wells covered by this permit (when no longer needed by the well owner), the permittee shall contact the Geological Sample Acquisition & Management Section of the Florida Geological Survey (FGS) to arrange for the transfer of the cores and cuttings. *[62-528.450(5), F.A.C.]*

6. All cores and cuttings for FGS shall be shipped to the Florida Geological Survey, Geological Sample Acquisition & Management Section, 3915 Commonwealth Boulevard, Tallahassee, Florida 32399. All cores and samples shall clearly identify the site name, well name/number, depths of samples/cores, and the latitude/longitude location of the well(s) using the form in this permit. *[62-528.450(5), F.A.C.]*

7. A final report of the construction and testing of the injection and monitor wells shall be submitted no later than 120 days after commencement of operational testing, pursuant to Rule 62-528.430(1)(e), F.A.C.

    a. A copy of the cover letter for the report shall be sent to the U. S. Environmental Protection Agency, Region 4, Underground Injection Control (UIC) Program, 61 Forsyth St. SW, Atlanta, Georgia 30303-8909, or R4gwuic@EPA.gov.

    b. The report shall include as a minimum, definitions of the injection interval, all relevant confining units, the depth of the base of the USDW, and all monitoring zones, including all relevant data and interpretations.

[62-528.430(1)(e), 62-528.450(2), (3), F.A.C.]

VI. Operational Testing and Monitoring Requirements

A. Operational Testing

1. The permittee shall conduct operational testing of the injection well system to demonstrate that the well can absorb the design and peak daily flows that are expected, prior to granting approval for operation. *[62-528.450(3)(a), F.A.C.]*
2. Prior to operational testing, the permittee shall comply with the requirements of rule 62-528.450(3)(a),(b), and (c), F.A.C. *[62-528.307(2)(e), F.A.C.]*
3. The operational testing of the Class I injection well system under this permit shall not commence without written authorization from the Department. *[62-528.450(3)(b), F.A.C.]*
4. Prior to operational testing approval, the following items must be submitted with the request for operational testing approval for APP Tallahassee office review and approval:
    a. Lithologic and geophysical logs with interpretations.
    b. A copy of the borehole television survey(s) or borehole televiewer log(s) of the injection well with interpretation.
    c. Certification (PE or PG) of mechanical integrity and interpreted test data.
    d. Results of the short-term injection test with interpretation of the data.
    e. A description of the actual injection procedure including the anticipated maximum pressure and flow rate at which the well will be operated under normal and emergency conditions.
    f. Information concerning the compatibility of the injected waste with fluids in the injection zone and minerals in both the injection zone and the confining zone.
    g. Certification of completion of well construction from water well contractor and certification by the Engineer of Record that permit conditions are met.
    h. Surface equipment (including piping, pressure gauges and flow meters, and all appurtenances) completion certified by the Engineer of Record.
    i. Draft operation and maintenance manual, including a description of surge and water hammer control and emergency discharge management plan procedures. The emergency discharge system must be fully constructed and operational (ready to operate) prior to approval of operational testing.
    j. Calibration certificates for pressure gauges and flow meters.

k. Signed and sealed record "as-built" engineering drawings of the injection well system including all well construction, subsurface and surface piping and equipment, and appurtenances.
l. Demonstration of confinement and definition of the injection and confining sequences shall utilize data collected during the drilling, logging, and testing of the injection and monitor wells. This submittal shall be prepared, signed, and sealed by a Florida Registered Professional Geologist or appropriately qualified Florida Registered Professional Engineer.
m. Background water quality data from the monitoring and injection zones, analyzed for primary and secondary drinking water standards (62-550, F.A.C.).
n. A wastestream analysis for the same parameters as in condition VI.A.4.m., above. Unless already submitted, this analysis shall be submitted within 60 days after the beginning of operational testing.
o. Other data obtained during well construction needed by the Department to evaluate whether the injection well system will operate in compliance with Department rules.
p. A survey indicating the exact location in metes and bounds of all wells authorized by this permit shall be provided prior to issuance of an operating permit.

[62-528.450(3)(a)3. and 62-528.455(1)(c)6., F.A.C.]

5. Pressure gauges and flow meters shall be installed on the injection wells prior to initiating injection activities at the site. *[62-528.450(3)(a), F.A.C.]*
6. Prior to the authorization of operational testing by the APP Tallahassee office, the permittee shall contact the Southeast District office to arrange a site inspection. The inspection will determine if the conditions of the permit have been met and to verify that the injection well system is operational. During the inspection, emergency procedures and reporting requirements shall be reviewed. *[62-528.450(3)(c), F.A.C.]*
7. The Engineer of Record or designated qualified representative must be present for the start-up operations and the APP Tallahassee office must be notified in writing of the date operational testing commenced for the subject wells. *[62-528.440(5)(b), F.A.C.]*

B. Monitoring

1. The permittee shall submit monthly to the APP Tallahassee office the results of all injection well and monitor well data required by this permit no later than the last day of the month immediately following the month of record. The report shall include:
   a. A cover page summarizing the current status of all monthly activities, including, but not limited to, the certification and signature required in Specific Condition Number IV.5. above.
   b. Operational and water quality data in a tabular format. The following identifying information must be included on each data sheet:
      i. Facility name
      ii. Well name
      iii. UIC permit number
      iv. WACS facility ID
      v. WACS testsite ID on the appropriate data sheet (as provided in Table 1 and Table 2).

c. Laboratory pages and original supporting documentation including DEP Form FD 9000-24, *Groundwater Sampling Log*, for the purging of each monitor well.

[62-528.307(2)(d), F.A.C.]

2. Submit the report in portable document format (.pdf) to the following Program e-mail addresses:

Southeast District	DEP_SED@FloridaDEP.gov
Aquifer Protection Program	TAL_UIC@FloridaDEP.gov

Submit paper copies of the report to the following addresses:

Southeast District	3301 Gun Club Road, MSC 7210-1 West Palm Beach, FL 33406
Aquifer Protection Program	2600 Blair Stone Road, MS 3530 Tallahassee, FL 32399-2400

[62-528.307(3)(d), F.A.C.]

3. The injection system shall be monitored in accordance with Rules 62-528.425 and 62-528.430, F.A.C. The following injection well performance data and monitor zone data shall be recorded and reported in the *Monthly Operation Report* (MOR) as indicated below. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity. *[62-528.307(2)(c),(d), 62-528.425, 62-528.430, and 62-528.450(3), F.A.C.]*

   a. Monthly (M) samples and measurements shall be taken as close to 30 days apart as possible.

   b. Annual (A) samples and measurements

      - The period for reports of annual samples and measurements shall be for the calendar year ending December 31.

      Annual samples and measurements taken in consecutive years shall be taken at least 6 months apart and as close to a year apart as possible. If a MOR includes annual results, it shall be noted as such on the title page of the report.

[62-528.307(1)(m) F.A.C.]

4. The permittee shall submit the results of all injection well and monitor well data required by this permit to the Department no later than the last day of the month immediately following the month of record. *[62-528.307(2)(d)]*

5. Technical malfunctions and emergencies that interfere with the sampling schedule can be explained in the comment section of the MOR. The explanation shall include what issues occurred, how long it will take to address the issues, and an estimated time when the samples and measurements will be completed and submitted.

Table 3
Monitoring Schedule

Parameters	Unit	Recording Frequency or Sampling Method	Frequency of Analyses
			IW-2 *14297*
Injection Pressure, Max.	psi	Continuous	D/M*
Injection Pressure, Min.	psi	Continuous	D/M*
Injection Pressure, Avg.	psi	Continuous	D/M*
Flow Rate, Max.	gpm	Continuous	D/M*
Flow Rate, Min.	gpm	Continuous	D/M*
Flow Rate, Avg.	gpm	Continuous	D/M*
Volume Injected per Well	MG	Daily/Monthly	D/M
Total Volume Injected Facility	MG	Daily/Monthly	M
Pressure or Water Level Max.	psi or ft NAVD	Continuous	
Pressure or Water Level Min.	psi or ft NAVD	Continuous	
Pressure or Water Level Avg.	psi or ft NAVD	Continuous	
pH[b]	standard units	Grab/Purge	
Specific Conductance[b]	µmhos/cm	Grab/Purge	
Temperature[b]	°C	Grab/Purge	
Dissolved Oxygen[b]	mg/L	Grab/Purge	
Chloride	mg/L	Grab/Purge	M
Sulfate	mg/L	Grab/Purge	M
Total Dissolved Solids	mg/L	Grab/Purge	M
Nitrate + Nitrite as N	mg/L	Grab/Purge	M
Ammonia as N	mg/L	Grab/Purge	M
Total Kjeldahl Nitrogen	mg/L	Grab/Purge	M
Sodium	mg/L	Grab/Purge	M
Total Suspended Solids*	mg/L	Grab	M
Total Coliform*	cfu/100mL	See Below	M
Fecal Coliform*	cfu/100mL	See Below	M
Fecal Coliform, monthly maximum*	cfu/100mL	See Below	M
Fecal Coliform, % below detection limit*	%	See Below	M
Primary & Secondary Drinking Water Standards, Source Water		[c]	A

D - Daily; M - Monthly; A - Annually
* - Operational data reporting for flows, pressures and water levels: daily maximum, minimum and average from continuous reporting; monthly maximum, minimum and average (calculated from daily averages).
[b] - Field samples
[c] - Composite and grab samples, as appropriate.
Refer to Table 1, Table 2, and above for the appropriate WACS testsite IDs to be used for reporting.
Monitor well MW-1 requirements are included in permit 0347645-002-UO/1X

HLD facilities:

- pH, turbidity, and temperature data for effluent may be collected from the in-line meters for the WWTF effluent.
- All TSS samples shall be grab samples taken daily after filtration and before disinfection.
- Effluent samples other than TSS will be composite or grab samples.
- The sample locations for effluent are described in the facility's current Domestic Wastewater Permit.

* If the sample is also required for compliance under a WWTF permit, those results may be submitted to the Aquifer Protection Program (APP) in Tallahassee to fulfill the sampling

required for this permit. Submit a copy of the Discharge Monitoring Report (DMR), Daily Sample Report, Part B, Site U001. A laboratory analysis for the Primary and Secondary Drinking Water Standards of Chapter 62-550, F.A.C., shall be submitted annually after the beginning of operational testing.

6. A laboratory analysis of the injectate for the Primary and Secondary Drinking Water Standards of Chapter 62-550, F.A.C., shall be submitted annually. The report of analysis shall be submitted in accordance with Specific Condition IV.5 of this permit.
   a. For facilities permitted to inject domestic wastewater, the domestic wastewater annual sample results may be the same as submitted for the domestic wastewater program if taken within the last 12 months. Primary and secondary drinking water standards of Chapter 62-550, F.A.C., not included in the domestic wastewater annual sample requirements shall be included in the same sample or in a separate sample. If not required annually for the domestic wastewater program, a separate sample shall be taken and reported for this permit. The samples shall be composite and grab samples as appropriate for the domestic wastewater program. The permittee may choose to take a combined annual sample from multiple domestic wastestreams if they are authorized for injection in this permit.
   b. For facilities permitted to inject water other than domestic wastewater, the source water samples shall not be combined with domestic wastewater samples. The samples shall be grab samples. The permittee may choose to take a combined annual sample from multiple non-domestic wastestreams if they are authorized for injection in this permit.
   c. The report should be sent to the addresses in Specific Condition VI.B.2
   d. For renewal of this permit, the permittee shall submit a separate laboratory analysis for each permitted injectate source.

   [62-528.425(1)(a), F.A.C.]

7. A specific injectivity test shall be performed monthly on the injection well as required by Rule 62-528.450(3)(b)6., F.A.C. Pursuant to Rule 62-528.430(2)(d), F.A.C, the specific injectivity test shall be performed with the pumping rate to the well set at a predetermined level and reported as the specific injectivity index (gallons per minute/specific pressure). The pumping rate to be used shall be based on the expected flow, the design of the pump types, and the type of pump control used. As part of this test, the well shall be shut-in for a period of time necessary to conduct a valid observation of pressure fall-off. The specific injectivity and pressure fall-off test data shall be submitted along with the monitoring results of the injection and monitor well data. The testing may be reduced to quarterly after a minimum of six months of operational testing and with written APP Tallahassee office approval. *[62-528.430(2)(b) and (d) and 62 528.450(3)(b)6., F.A.C.]*

8. Monitor well purging and field stabilization parameter measurement is required prior to the collection of laboratory samples for the MORs. The facility shall conduct the monitor well sampling following the monitor well sampling protocols specified in FS 2200-*Groundwater Sampling* in the DEP-SOP-001/01 Standard Operating Procedures for Field Activities. The results of the purging techniques and field stabilization parameters shall be provided on DEP Form FD 9000-24 or a similar alternative

approved by the Department, and the completed forms shall be submitted to the Department with the MORs.

9. The APP Tallahassee office will consider an alternate purging method meeting monitor well sampling protocol in FS 2200-Groundwater Sampling in the DEP-SOP-001/01 Field Sampling Procedures Manual in the case where the above procedure causes a hardship to the facility. The permittee shall request an alternate method and receive written APP Tallahassee approval before implementing it. *[62-160.210(1) and 62-528.430(2), F.A.C.]*
10. The flow from the monitoring zones during well evacuation and sampling shall not be discharged to surface waters or aquifers containing an underground source of drinking water. Waters purged from monitor wells in preparation for sampling shall be diverted to the injection well head via the pad drainage system, wet well, or treatment plant. *[62-4.030, 62-620.320, 62-520.420 and .430, F.A.C.]*

VII. Abnormal Events

1. In the event the permittee is temporarily unable to comply with any of the conditions of a permit due to breakdown of equipment, power outages or destruction by hazard of fire, wind, or by other cause, the permittee of the facility shall notify the Southeast District office. *[62-528.415(4)(a), F.A.C.]*
2. Notification shall be made in person, by telephone, or by electronic mail (e-mail) within 24 hours of breakdown or malfunction to the Southeast District office. *[62-528.307(1)(x), F.A.C.]*
3. A written report of any noncompliance referenced in Specific Condition Number VII.1 above shall be submitted to the Southeast District office and the APP Tallahassee office within five days after its occurrence. The report shall describe the nature and cause of the breakdown or malfunction, the steps being taken or planned to be taken to correct the problem and prevent its reoccurrence, emergency procedures in use pending correction of the problem, and the time when the facility will again be operating in accordance with permit conditions. *[62-528.415(4)(b), F.A.C.]*
4. **Reporting Requirements**

   The permittee shall report to the Department's Southeast District office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

   a. The following shall be included as information which must be reported within 24 hours under this condition:
      1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
      2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,

3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
4) Any unauthorized discharge to surface or groundwaters.

b. Oral reports as required by this subsection shall be provided as follows:
1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the **State Watch Office Toll-Free Number** 800-320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
a) Name, address, and telephone number of person reporting;
b) Name, address, and telephone number of permittee or responsible person for the discharge;
c) Date and time of the discharge and status of discharge (ongoing or ceased);
d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
e) Estimated amount of the discharge;
f) Location or address of the discharge;
g) Source and cause of the discharge;
h) Whether the discharge was contained on-site, and cleanup actions taken to date;
i) Description of area affected by the discharge, including name of water body affected, if any; and
j) Other persons or agencies contacted
2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Southeast District office within 24 hours from the time the permittee becomes aware of the circumstances.

c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Southeast District office shall waive the written report.

[403.077(2)(d), F.S., 62-528.307(1)(e) and 62-528.307(1)(x), F.A.C.]

5. **Pollution Notification**

a. In accordance with subsection 403.077, F.S., in the event of a reportable pollution release, an owner or operator of the installation at which the reportable pollution release occurs must provide to the department information reported to the State Watch Office within the Division of Emergency Management pursuant to any department rule, permit, order, or variance, within 24 hours after the owner's or operator's discovery of such reportable pollution release. The Department's Pollution Notice website is at https://floridadep.gov/pollutionnotice.

b. If multiple parties are subject to the notification requirements based on a single reportable pollution release, a single notification made by one party in accordance with this section constitutes compliance on behalf of all parties subject to the requirement. However, if the notification is not made in accordance with this

section, the department may pursue enforcement against all parties subject to the requirement.

c. If, after providing notice pursuant to paragraph (a), the owner or operator of the installation determines that a reportable pollution release did not occur or that an amendment to the notice is warranted, the owner or operator may submit a letter to the department documenting such determination.

d. If, after providing notice pursuant to paragraph (a), the installation owner or operator discovers that a reportable pollution release has migrated outside the property boundaries of the installation, the owner or operator must provide an additional notice to the department that the release has migrated outside the property boundaries within 24 hours after its discovery of the migration outside of the property boundaries.

[403.077(2)(d), F.S., 62-528.307(1)(e) and 62-528.307(1)(x), F.A.C.]

VIII. Emergency Disposal

1. All applicable federal, state and local permits must be in place to allow for any alternate discharges due to emergency or planned outage conditions. *[62-528.415(4)(c)1, F.A.C.]*

2. Any proposed changes in emergency disposal methods shall be submitted to the Southeast District office and the APP Tallahassee office for review and approval prior to implementation. *[62-528.415(4)(c), F.A.C.]*

3. The emergency disposal method must be fully operational in the event of planned or emergency outages of the injection well system. *[62-528.415(4)(c)2, F.A.C.]*

IX. Financial Responsibility

1. The permittee shall maintain at all times the financial resources necessary to close, plug, and abandon the injection and associated monitor wells. *[62-528.435(9), F.A.C.]*

2. The permittee shall annually review the cost estimate for plugging and abandonment. Upon the occurrence of the plugging and abandonment cost estimate exceeding, by 10 percent or more on an annual basis, the cost estimate upon which the current financial responsibility is based, the permittee shall submit to the Department certified financial documentation necessary to amend, renew, or otherwise replace the existing financial responsibility pursuant to Rule 62-528.435(9)(b), F.A.C. and the conditions of this permit. *[62-528.435(9)(b), F.A.C.]*

3. In the event that the mechanism used to demonstrate financial responsibility should become insufficient or invalid for any reason, the permittee shall notify the APP Tallahassee office in writing within 14 days of such insufficiency or invalidation. The permittee shall within 90 days of said notification submit to the APP Tallahassee office for approval new financial documentation certifying either the remedy of current financial insufficiency or resolution of the financial instrument invalidation to comply with Rule 62-528.435(9)(b), F.A.C, and the conditions of this permit. *[62-528.435(9)(b), F.A.C.]*

General Conditions

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to section 403.141, F.S. *[62-528.307(1)(a), F.A.C.]*
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action. *[62-528.307(1)(b), F.A.C.]*
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit. *[62-528.307(1)(c), F.A.C.]*
4. This permit conveys no title to land, water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-528.307(1)(d), F.A.C.]*
5. This permit does not relieve the permittee from liability for harm to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties there from; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. *[62-528.307(1)(e), F.A.C.]*
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, or are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules. *[62-528.307(1)(f), F.A.C.]*
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
   a. Have access to and copy any records that must be kept under conditions of this permit;
   b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
   c. Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.
   d. Reasonable time will depend on the nature of the concern being investigated. *[62-528.307(1)(g), F.A.C.]*

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:
   a. A description of and cause of noncompliance; and
   b. The period of noncompliance, including dates and times; or, if not corrected the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent the recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

   [62-528.307(1)(h), F.A.C.]

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is proscribed by sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules. *[62-528.307(1)(i), F.A.C.]*

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. *[62-528.307(1)(j), F.A.C.]*

11. This permit is transferable only upon Department approval in accordance with rules 62-4.120 and 62-528.350, F.A.C. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department. *[62-528.307(1)(k), F.A.C.]*

12. This permit or a copy thereof shall be kept at the work site of the permitted activity. *[62-528.307(1)(l), F.A.C.]*

13. The permittee shall comply with the following:
    a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records shall be extended automatically unless the Department determines that the records are no longer required.
    b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
    c. Records of monitoring information shall include:
       1) the date, exact place, and time of sampling or measurements;
       2) the person responsible for performing the sampling or measurements;

3) the dates analyses were performed;
4) the person responsible for performing the analyses;
5) the analytical techniques or methods used;
6) the results of such analyses.

d. The permittee shall furnish to the Department, within the time requested in writing, any information which the Department requests to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit.

e. If the permittee becomes aware that relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

[62-528.307(1)(m), F.A.C.]

14. All applications, reports, or information required by the Department shall be certified as being true, accurate, and complete. *[62-528.307(1)(n), F.A.C.]*

15. Reports of compliance or noncompliance with, or any progress reports on, requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each scheduled date. *[62-528.307(1)(o), F.A.C.]*

16. Any permit noncompliance constitutes a violation of the Safe Drinking Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. *[62-528.307(1)(p), F.A.C.]*

17. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-528.307(1)(q), F.A.C.]*

18. The permittee shall take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with this permit. *[62-528.307(1)(r), F.A.C.]*

19. This permit may be modified, revoked and reissued, or terminated for cause, as provided in 40 C.F.R. sections 144.39(a), 144.40(a), and 144.41 (1998). The filing of a request by the permittee for a permit modification, revocation or reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. *[62-528.307(1)(s), F.A.C.]*

20. The permittee shall retain all records of all monitoring information concerning the nature and composition of injected fluid until five years after completion of any plugging and abandonment procedures specified under rule 62-528.435, F.A.C. The permittee shall deliver the records to the Department office that issued the permit at the conclusion of the retention period unless the permittee elects to continue retention of the records. *[62-528.307(1)(t), F.A.C.]*

21. All reports and other submittals required to comply with this permit shall be signed by a person authorized under rules 62-528.340(1) or (2), F.A.C. All reports shall contain the certification required in rule 62-528.340(4), F.A.C. *[62-528.307(1)(u), F.A.C.]*

22. The permittee shall notify the Department as soon as possible of any planned physical alterations or additions to the permitted facility. In addition, prior approval is required for activities described in rule 62-528.410(1)(h). *[62-528.307(1)(v), F.A.C.]*

23. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or injection activity which may result in noncompliance with permit requirements. *[62-528.307(1)(w), F.A.C.]*

24. The permittee shall report any noncompliance which may endanger health or the environment including:
    a. Any monitoring or other information which indicates that any contaminant may cause an endangerment to an underground source of drinking water; or
    b. Any noncompliance with a permit condition or malfunction of the injection system which may cause fluid migration into or between underground sources of drinking water.

    Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause, the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. *[62-528.307(1)(x), F.A.C.]*

Issued this 19th day of September 2025
State of Florida
Department of Environmental Protection

Richard Lobinske

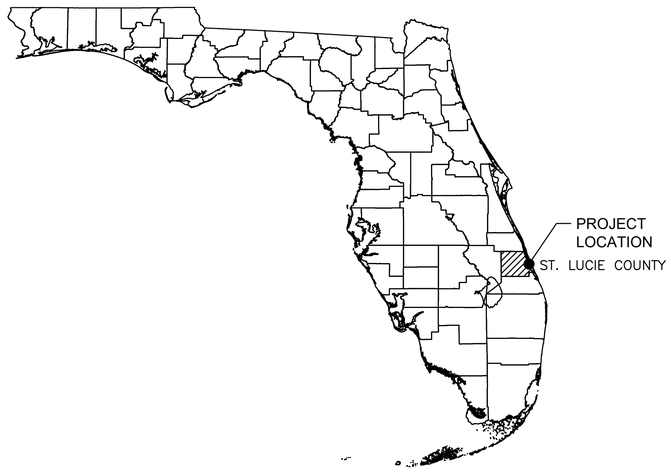
Richard Lobinske, Ph.D.
Environmental Administrator
Underground Injection Control
Aquifer Protection Program
Division of Water Resource Management

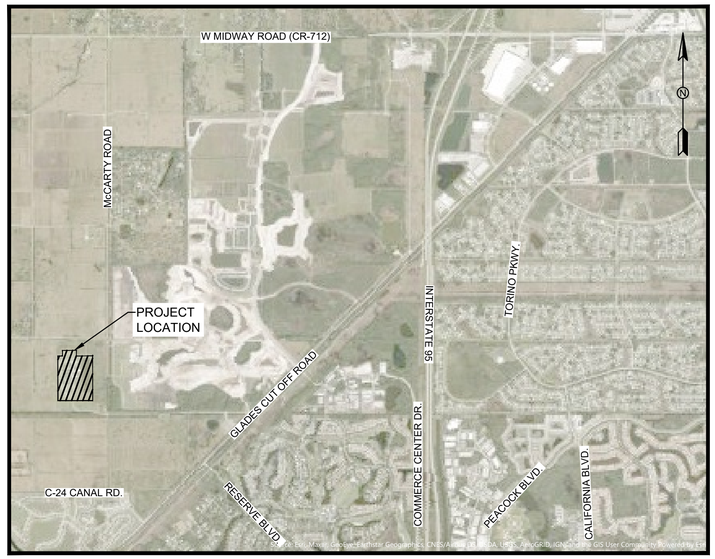
GLADES WASTEWATER TREATMENT FACILITY
INJECTION WELL IW-2

PREPARED FOR
CITY OF PORT ST. LUCIE

ST. LUCIE COUNTY, FLORIDA

SECTION 17, TOWNSHIP 36S, RANGE 39E





VICINITY MAP

NTS

SHEET INDEX	
SHEET No.	SHEET TITLE
G-01	COVER
G-02	LEGEND AND NOTES
C-01	SITE PLAN
C-02	EXISTING WELL PROFILES AND PROPOSED WELL CONSTRUCTION PROFILE
M-01	INJECTION WELL NO. IW-2 PLAN AND PROFILE
D-01	DETAILS
S-1	GENERAL STRUCTURAL NOTES ABBREVIATIONS AND SYMBOLS
S-2	SLAB PLAN, SECTION, AND STRUCTURAL DETAILS
E-1	ELECTRICAL NOTES & LEGEND
E-2	OVERALL ELECTRICAL SITE PLAN
E-3	DEEP INJECTION WELL ELECTRICAL PLAN
E-4	ELECTRICAL ONELINE
E-5	ELECTRICAL DETAILS
I-1	I&C LEGEND
I-2	PROPOSED IW I&C DIAGRAM
I-3	I&C DETAILS, SHEET 1
I-4	I&C DETAILS, SHEET 2

PORT ST. LUCIE
HEART OF THE TREASURE COAST

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
1001 S.E. PRINEVILLE STREET
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OCTOBER 2025

KEVIN MATYJASZEK .... UTILITY DIRECTOR

PSLUD PROJECT: 63-0007

100% PLANS

MMHC McNABB-MILLER HYDROGEOLOGIC CONSULTING, INC.

HOLTZ CONSULTING ENGINEERS, INC.
607 SW ST. LUCIE CRESCENT, SUITE 103
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CERTIFICATE OF AUTH. No. 26960

CURTIS D. ROBINSON, PE
License No: 65685

G-01

HCE PROJ. No. 102_2501

PSLUD PROJECT: 63-0007

GLADES WASTEWATER TREATMENT FACILITY INJECTION WELL IW-2

941

GENERAL ABBREVIATIONS

ABND	Abandon or Abandoned
ACP	Asbestos Cement Pipe
ADD'L	Additional
AL, Alum	Aluminum
APPROX	Approximate
ARV	Air Release Valve
ASP, Asph	Asphalt
BFP	Backflow Preventer
BFV	Butterfly Valve
B/L	Base Line
BLDG	Building
BM	Benchmark
BO	Blowoff
BOP	Bottom of Pipe
CATV	Cable Television
CB	Catch Basin
CO	Cleanout
CL	Center Line
CLF	Chain Link Fence
CIP	Cast Iron Pipe / Cast in Place
CMP	Corrugated Metal Pipe
CONC	Concrete
CONST	Construct/Construction
DE	Drainage Easement
DI	Ductile Iron
DIP	Ductile Iron Pipe
DIA	Diameter
DR	Dimensional Ratio/Drainage
DWY	Driveway
EL	Elevation
EP	Edge of Pavement
ESMT	Easement
EOW	Edge of Water
EX, EXIST	Existing
FDOT	Florida Department of Transportation
FH	Fire Hydrant
FL	Flanged
FM	Force Main
FND	Found
FNPT	Female Nominal Pipe Thread
FPL	Florida Power and Light
FW	Finished Water
GPS	Global Positioning System
GV	Gate Valve
HB	Hose Bibb
HDD	Horizontal Directional Drill
HDPE	High Density Polyethylene
HYD	Hydrant
ID	Identification/Inside Diameter
INV	Invert/Invert Elevation
IRC	Iron Rod & Cap
IRR	Irrigation
LAE	Limited Access Easement
LF	Linear Feet
LP	Light Pole
LS	Lift Station
LSA	Landscape Area
MAX	Maximum
MB	Mailbox
MECH	Mechanical
MH	Manhole
MIN	Minimum
MISC	Miscellaneous
MJ	Mechanical Joint
N/D	Nail and Disk
No	Number
NTS	Not to Scale
OC,O/C	On Center
OD	Outside Diameter
OHW	Overhead Wire
ORB	Official Records Book
PB	Plat Book
PE	Polyethylene Piping
PGL	Profile Grade Line
PVC	Polyvinyl Chloride/Polyvinyl Chloride Pipe
RC	Reinforced Concrete
RCP	Reinforced Concrete Pipe
RCW	Reclaimed Water
RED	Reducer
REINF	Reinforce/Reinforced
RJ	Restrained Joint
RWM	Raw Water Main
R/W,ROW	Right of Way
S=	Slope (FT/FT)/(Rise/Run)
SAN	Sanitary
SCH/SCHED	Schedule
SEC	Section
SF	Silt Fence
SP	Sample Point
SS	Sanitary Sewer
STA	Station
TBM	Temporary Benchmark
TEMP	Temporary
TOB	Top of Bank
TON	Top of Nut
TOP	Top of Pipe
TOS	Toe of Slope
TYP	Typical
UE	Utility Easement
UEC	Underground Electric Conduit
UGE	Underground Electric
UGT	Underground Telephone
UNK	Unknown
W/	With (Combined Form)
WF	Wood Fence
WM	Water Main or Water Meter
WPB	Wire Pullbox
WTP	Water Treatment Plant
WV	Water Valve
WWTP	Waste Water Treatment Plant

PIPING SYMBOLOGY

- CONCENTRIC REDUCER
- ECCENTRIC REDUCER
- UNION
- BALL VALVE (BV)
- GATE VALVE (GV)
- BUTTERFLY VALVE (BFV)/ ODOR CONTROL DAMPENER
- PLUG VALVE (PV)
- CHECK VALVE (CV)
- PLUG/CAP
- CLEAN OUT
- TAPPING VALVE
- LINE STOP
- HOSE BIBB
- EXISTING PIPE
- EXISTING BURIED PIPE
- PROPOSED PIPE
- PROPOSED BURIED PIPE
- MECHANICAL JOINT
- FLANGE JOINT
- FLEXIBLE COUPLING
- FLEXIBLE COUPLING WITH THRUST TIES
- ELBOW UP
- ELBOW DOWN
- 90° ELBOW
- TEE UP
- TEE DOWN
- TEE
- CROSS

LINETYPES

	EXISTING*	PROPOSED*
CABLE TV	CATV CATV	
CENTER LINE		
EASEMENT		
ELECTRIC	E E	
FENCE (BARB/FIELD)	X X	X X
FENCE (CHAINLINK)	O O	O O
FENCE (WOOD)	WF WF	WF WF
FIBER OPTIC	FOC FOC	FOC FOC
FORCE MAIN	FM FM	FM FM
FORCE MAIN (LOW PRESSURE)	LPF LPF	LPF LPF
GAS	GAS GAS	
GUARDRAIL		
IRRIGATION	IRR IRR	
OVERHEAD UTILITIES	OHU OHU	
RAILROAD TRACK		
RECLAIMED WATER MAIN	RCW RCW	RCW
RIGHT-OF-WAY		
SANITARY SEWER	S S S	S S S
SANITARY SEWER SERVICE	SS SS	SS SS
SILT FENCE		SF SF
STORM DRAINAGE	ST ST ST	ST ST
TELEPHONE	T T T	
TOP OF BANK		
TOE OF SLOPE		
TRAFFIC SIGNAL	TS TS TS	TS TS
TURBIDITY BARRIER		TB TB
UNKNOWN	UNK UNK	
VACUUM SEWER	VS VS VS	VS VS
WATER MAIN	WM WM	WM WM
WATER SERVICE	WS WS	WS WS

* DEPICTS ABOVE GRADE —— TEXT —— TEXT —— TEXT ——

* DEPICTS BELOW GRADE – – – TEXT – – – TEXT – – – TEXT – – – TEXT – –

CIVIL SYMBOLOGY

- CONSTRUCTION BASE LINE (0+00)
- CONFLICT LOCATION (C-1)
- SAMPLE POINT (SP1)
- WATER SURFACE ELEVATION (EL 48.00)
- DIRECTION OF FLOW
- BENCHMARK
- EXISTING ELEVATION (19.5)
- PROPOSED ELEVATION (10.0)
- TEST HOLE (TH-01)
- EXIST. FIRE HYDRANT
- PROP. FIRE HYDRANT (HYD)
- ARV MANHOLE (A)
- EXIST. WATER METER (M)
- PROP. WATER METER (WM)
- STORM INLET
- STORM MANHOLE (D)
- YARD DRAIN
- STREET SIGN
- ELECTRIC MANHOLE (E)
- SEWER MANHOLE (S)
- SEWER CLEANOUT(S) (C)
- CONCRETE UTILITY POLE
- WOOD UTILITY POLE(S)
- UTILITY PULLBOX (PB)
- LIGHT POLE(S)
- GUY ANCHOR
- PHONE PEDESTAL (T)
- CABLE TV BOX (CTV)
- LIFT STATION(S) (LS)

HATCH LEGEND

ASPHALT | ASPHALT MILL & OVERLAY | CONCRETE | GRAVEL | DIRT/SAND | REMOVE/ DEMOLISH

SECTION/DETAIL SYMBOL

SECTION — SCALE: — 5 / 15 — SECTION LETTER/DETAIL NUMBER — SHEET/DRAWING NO. WHERE SECTION/DETAIL IS SHOWN

1 / 101 — SECTION FLAG

A — A — SECTION CUT

8" DIP FORCE MAIN

NOMINAL PIPE DIA.(IN.) — PIPE MATERIAL (IF SHOWN) — FLOW STREAM I.D. (IF SHOWN)

PIPE DESIGNATION

SURVEYOR'S NOTES

1. SURVEY DATA MEETS OR EXCEEDS APPLICABLE ACCURACY REQUIREMENTS AND IS PREPARED ACCORDING TO THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA ADMINISTRATIVE CHAPTER 5J-17 AS CODE, ADOPTED BY THE BOARD OF PROFESSIONAL SURVEYOR AND MAPPERS.
2. THERE WAS NO ATTEMPT TO LOCATE ANY UNDERGROUND UTILITIES, EXCEPT AS SHOWN.
3. LAST DATE OF DATA ACQUISITION: 4/19/2025
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ADJUSTMENT OF 2011, FLORIDA STATE PLANE EAST ZONE . ALL OTHER BEARINGS ARE RELATIVE THERETO. FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK WAS USED AS HORIZONTAL CONTROL AND GPS RTK WITH REDUNDANT MEASUREMENTS. HORIZONTAL ACCURACY IS 0.10 FOOT, PLUS OR MINUS.
5. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS ESTABLISHED BY ST. LUCIE CONTROL POINT "MAPLE" HAVING A PUBLISHED ELEVATION OF 24.92' (NAVD88). BENCHMARK ELEVATIONS HAVE AN EXPECTED ACCURACY.
6. CONTOUR AND SPOT ELEVATIONS DEPICTED ON THIS SURVEY WERE OBTAINED USING LIDAR METHODS WITH AN EXPECTED ACCURACY OF +/- 0.15'.

LIDAR & PHOTOGRAMMETRIC FLIGHT NOTES & ACCURACY REPORT

1. THIS SITE WAS FLOWN DURING APRIL 4, 2025 UTILIZING A DJI MATRICE 350 UAV WITH A TRUEVIEW 537 3D DIGITAL IMAGING SYSTEM.
2. FLIGHT PLANNING WAS PERFORMED WITH LITCHI MISSION HUB AND POST-PROCESSED USING LP 360 DRONE, AGISOFT METASHAPE, AND TRIMBLE BUSINESS CENTER.
3. THE FLIGHT WAS FLOWN BY CERTIFIED REMOTE PILOT 5112060 .
4. GROUND ELEVATIONS WERE SPOT CHECKED WITH LEVELED OBSERVATION.
5. LIDAR RELATIVE ACCURACY:
   - 5.1. VERTICAL ACCURACY IS ±0.15' FOR OPEN AREAS ON HARD SURFACES
   - 5.2. VERTICAL ACCURACY IS ±0.20' FOR OPEN AREAS ON SOFT SURFACES
   - 5.3. VERTICAL ACCURACY IS ±0.50' FOR DENSE VEGETATION.
   - 5.4. TOTAL POINTS COLLECTED: 12.8 MILLION
6. PHOTOGRAMMETRIC ACCURACY:
   - 6.1. GROUND SAMPLING DISTANCE 1.11 CM/PIXEL
   - 6.2. TOTAL ROOT MEAN SQUARE DEVIATION (RSME): X: 0.10', Y:0.10', Z: 0.15', XY 0.10', TOTAL ERROR: 0.15'
   - 6.3. EXTRACTED TOPOGRAPHY SHOWN BASED ON A POINT CLOUD DENSITY OF : 21.9 POINTS/FT
7. SURVEY DATA MEETS OR EXCEEDS THE AMERICAN SOCIETY FOR PHOTOGRAMMETRY AND REMOTE SENSING (ASPRS) ACCURACY STANDARDS FOR DIGITAL GEOSPATIAL DATA.
8. PARCEL LINE WAS OBTAINED FROM ST. LUCIE PROPERTY APPRAISER ON 5/29/2025. THIS LINE IS PROVIDED AS A COURTESY REFERENCE AND THIS SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THIS LINE.
9. NATIVE TREES 4" AND LARGER WERE LOCATED TO THE WEST OF THE PROJECT ON 5/29/2025.

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR ALL DEWATERING OPERATIONS AND RELATED PERMITS.
2. CONTRACTOR SHALL SUBMIT PROPOSED SEQUENCE OF CONSTRUCTION PLAN FOR APPROVAL PRIOR TO COMMENCING CONSTRUCTION. THE SEQUENCE OF CONSTRUCTION PLAN SHALL DEMONSTRATE MAINTAINING EXISTING CONTINUITY OF SERVICES DURING CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR POTHOLING, TEST PITS, ETC. IN THE VICINITY OF THE PROJECT WORK AREA TO LOCATE AND VERIFY THE EXISTING UTILITY LOCATIONS PRIOR TO INITIATING WORK. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT THE EXISTING UTILITIES DURING CONSTRUCTION.
4. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE AND ARE BASED UPON LIMITED RECORD DRAWING INFORMATION AND SURFACE SURVEY. CONTRACTOR SHALL VERIFY EXISTING HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITY CROSSINGS AND FOR UTILITIES IN CLOSE PROXIMITY OF PROPOSED WORK.
5. THE PROPOSED PIPING IS TO HAVE A MINIMUM 36" COVER UNLESS OTHERWISE NOTED.
6. CONTRACTOR TO COORDINATE WITH CITY OF PORT ST. LUCIE A MINIMUM 48 HOURS PRIOR TO ANY TIE-INS OR INSPECTIONS.
7. MINIMUM 7 DAY NOTICE REQUIRED FOR TIE-INS OR BYPASS PUMPING REQUIRING SHUT-DOWNS. REFER TO CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
8. CONTRACTOR TO ADEQUATELY RESTRAIN ALL EXISTING VALVES, FITTINGS, PIPES AND APPURTENANCES AS NECESSARY TO MAKE CONNECTIONS.
9. DATUM CONVERSION: NAVD 88 + 1.447' = NGVD 29

VERTICAL DATUM INFORMATION
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
(NAVD88 + 1.447' = NGVD29)

811 Know what's **below.** **Call** before you dig.

REV	DATE	REVISIONS	BY

DATE: 10/02/25
DESIGN BY: HB
DRAWN BY: RR
CHECK BY: CR

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 — 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

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LICENSE NO: 65685

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT

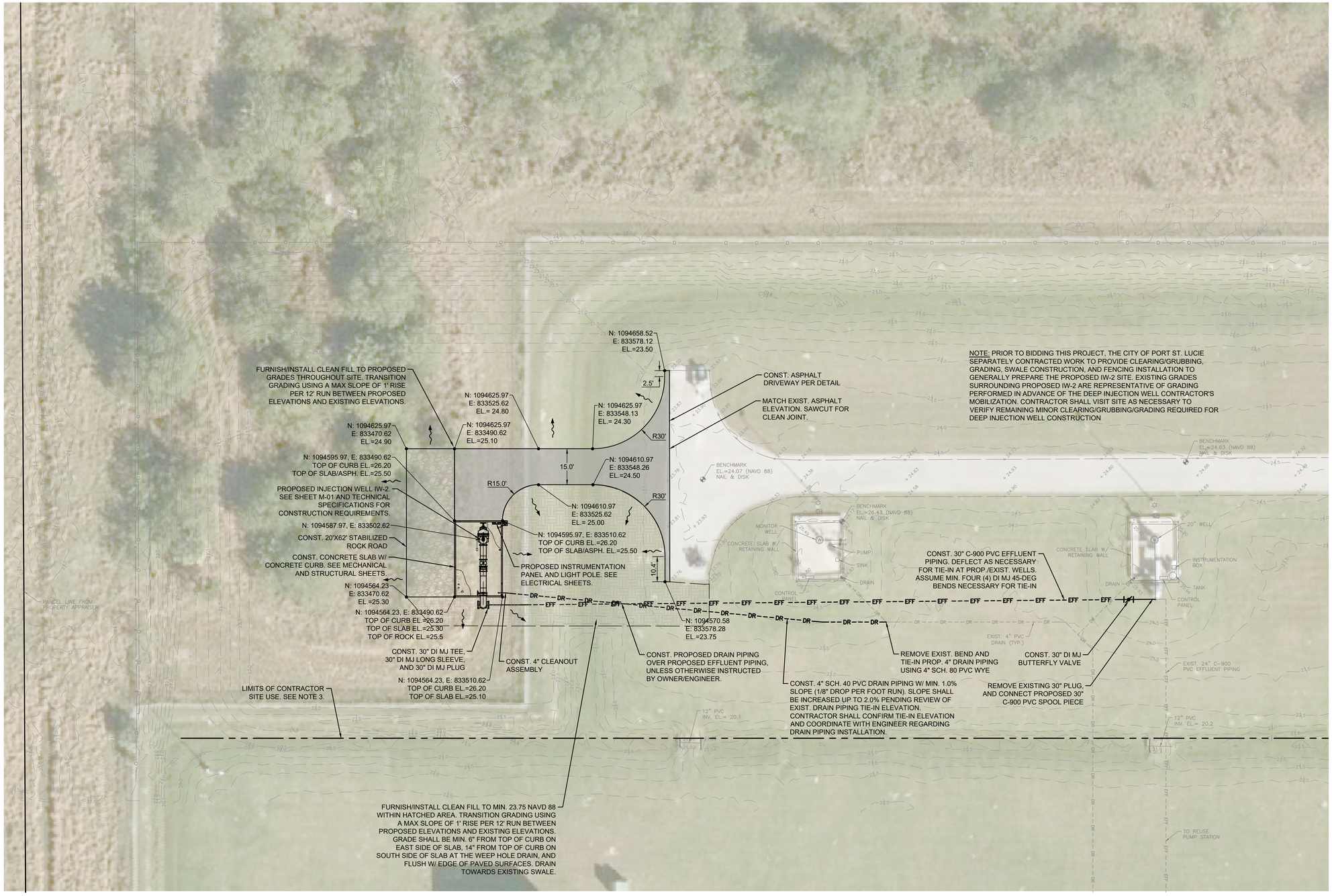
GLADES WASTEWATER TREATMENT FACILITY
INJECTION WELL IW-2

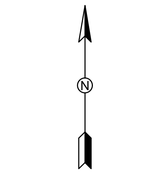
LEGEND AND NOTES

SHEET NUMBER
G-02

PSLUD PROJECT: 63-0007

DRAWING NAME: F:\projects\McNabb\102_2501 - Rangeline DIW\02 - Design\01 - Drawings\Glades WWTP DIW\Glades-Legend.dwg LAYOUT NAME: Legend and Notes - PLOTTED BY: Russell Ryon - DATE: 10/2/2025 - 2:55 PM - HOLTZ CONSULTING ENGINEERS





HATCH LEGEND

- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED STABILIZED ROCK
- PROPOSE CLEAN FILL / GRADING
- DIRECTION OF DRAINAGE / NEGATIVE SLOPE

NOTES:

1. INSTALL CLEAN SOD FROM EDGES OF PROP. AND EXIST. FACILITIES TO 10' OUTSIDE LIMITS OF PROP. AND EXIST. FACILITIES. ALL OTHER AREAS CLEARED / GRADED AND/OR DISTURBED BY CONSTRUCTION SHALL BE SEEDED/MULCHED TO MATCH EXIST. CONTRACTOR SHALL WATER AS NECESSARY TO ESTABLISH SODDING.
2. ALL FILL SHALL BE PLACED AND COMPACTED IN MAX 12" LIFTS. FILL SHALL BE COMPACTED TO 98% MAX DENSITY PER AASHTO T-180 IN FOOTPRINT OF PROP. PAVEMENT, CONCRETE, AND ROCK ROAD. FILL SHALL BE COMPACTED TO 95% MAX DENSITY PER AASHTO T-180 OUTSIDE FOOTPRINT OF PROP. PAVEMENT, CONCRETE, AND ROCK ROAD.
3. CONTRACTOR USE OF GLADES WWTF SITE SHALL BE LIMITED TO FENCED AREAS NORTH OF PROPOSED DELINEATION. CONTRACTOR ACTIVITIES SHALL NOT DISRUPT OWNER ACCESS/OPERATION OF EXISTING DEEP INJECTION WELL, DUAL-ZONE MONITOR WELL, NOR OTHER WWTF FACILITIES. CONTRACTOR ACCESS, STAGING, EQUIPMENT SETUP, LAYDOWN, STORAGE, ETC. SHALL PROTECT EXISTING ABOVE-GRADE / BELOW-GRADE FACILITIES INCLUDING ASPHALT PAVEMENT, SWALES, CONCRETE, UTILITIES, ETC. ELECTRICAL, INSTRUMENTATION, AND CONTROLS IMPROVEMENTS MAY EXTEND BEYOND THESE LIMITS BUT SHALL BE CONCENTRATED TO THE AREAS IMMEDIATELY SURROUNDING PROPOSED IMPROVEMENTS. CONTRACTOR SHALL RESTORE DISTURBED FACILITIES/AREAS TO EXISTING CONDITION OR BETTER AND TO THE OWNER'S SOLE SATISFACTION.
4. CONTRACTOR SHALL COORDINATE SITE ACCESS WITH OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL SITES/FACILITIES IMPACTED BY CONTRACTOR ACCESS TO EXISTING CONDITIONS OR BETTER AND TO THE OWNER'S SOLE SATISFACTION.

REV	DATE	REVISIONS	BY

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UTILITY SYSTEMS DEPARTMENT

GLADES WASTEWATER TREATMENT FACILITY
INJECTION WELL IW-2

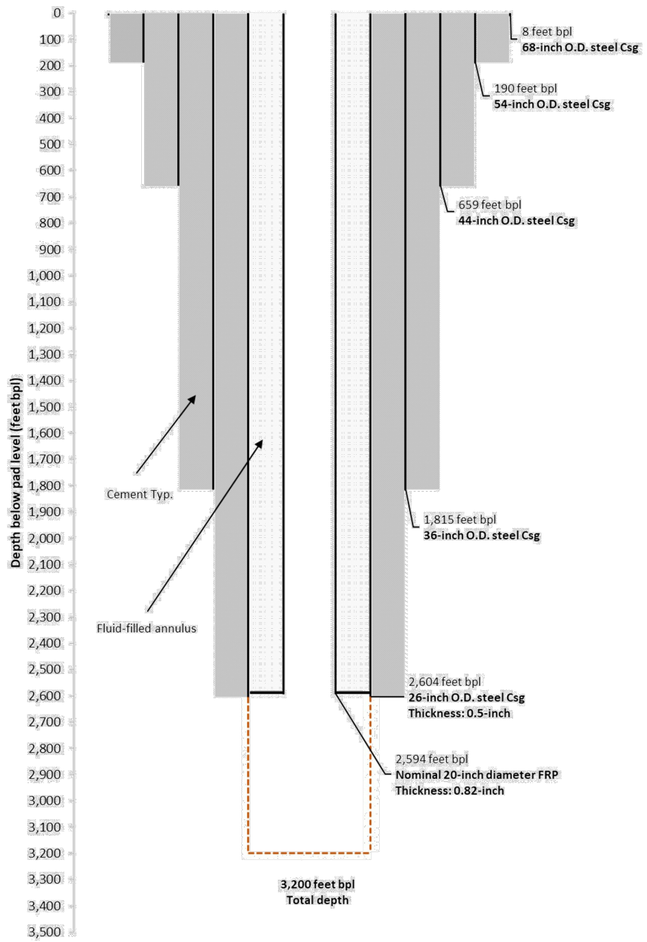
SITE PLAN

SHEET NUMBER
C-01

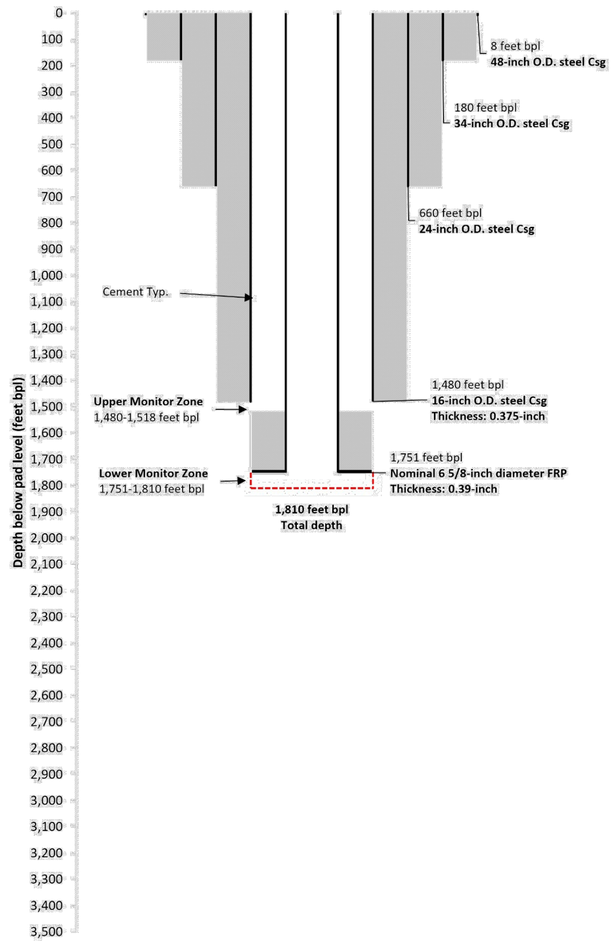
PSLUD PROJECT: 63-0007

DRAWING NAME: F:\projects\McNabb\102_2501 - Rangeline DIW\02 - Design\01 - Drawings\Glades WWTP DIW\Glades-Plan.dwg LAYOUT NAME: C-01 - PLOTTED BY: Russell Ryan - DATE: 10/2/2025 - 2:55 PM - HOLTZ CONSULTING ENGINEERS

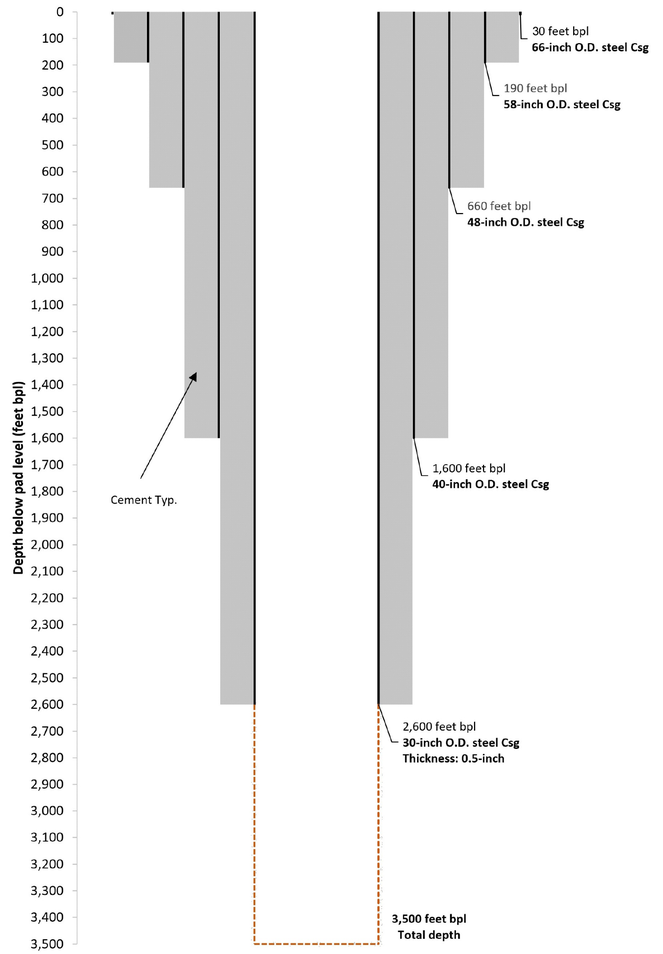
Existing Well Diagram IW-1



Existing Well Diagram MW-1



Proposed Well Diagram IW-2



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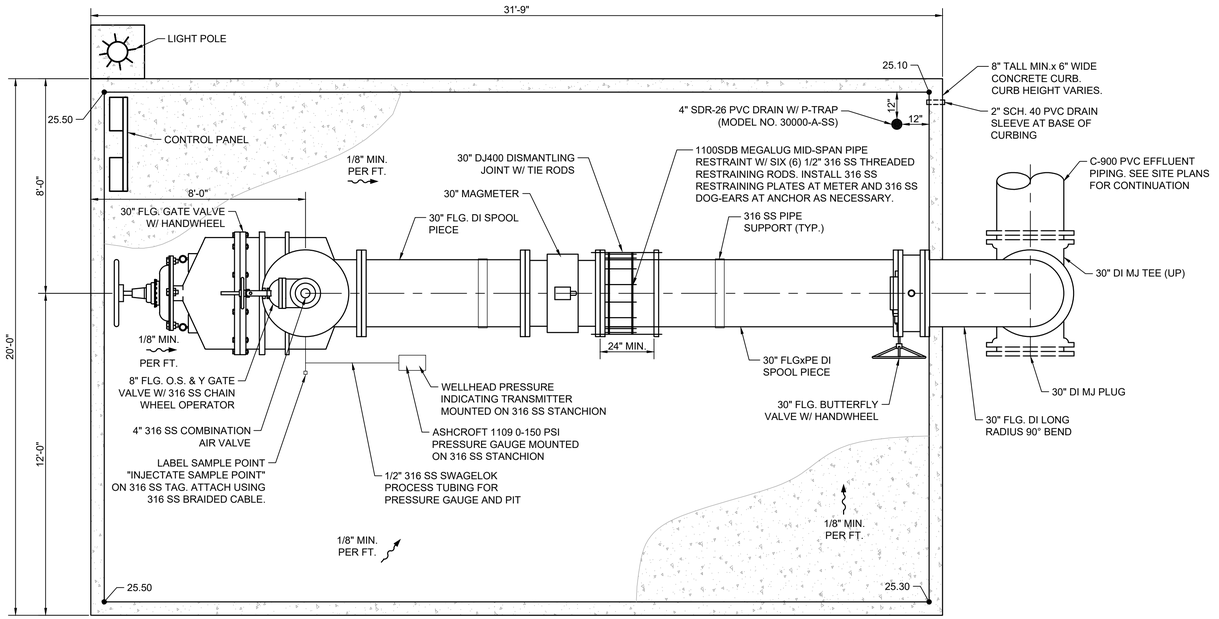
GLADES WASTEWATER TREATMENT FACILITY
INJECTION WELL IW-2

EXISTING WELL PROFILES AND
PROPOSED WELL CONSTRUCTION PROFILE

SHEET NUMBER
C-02

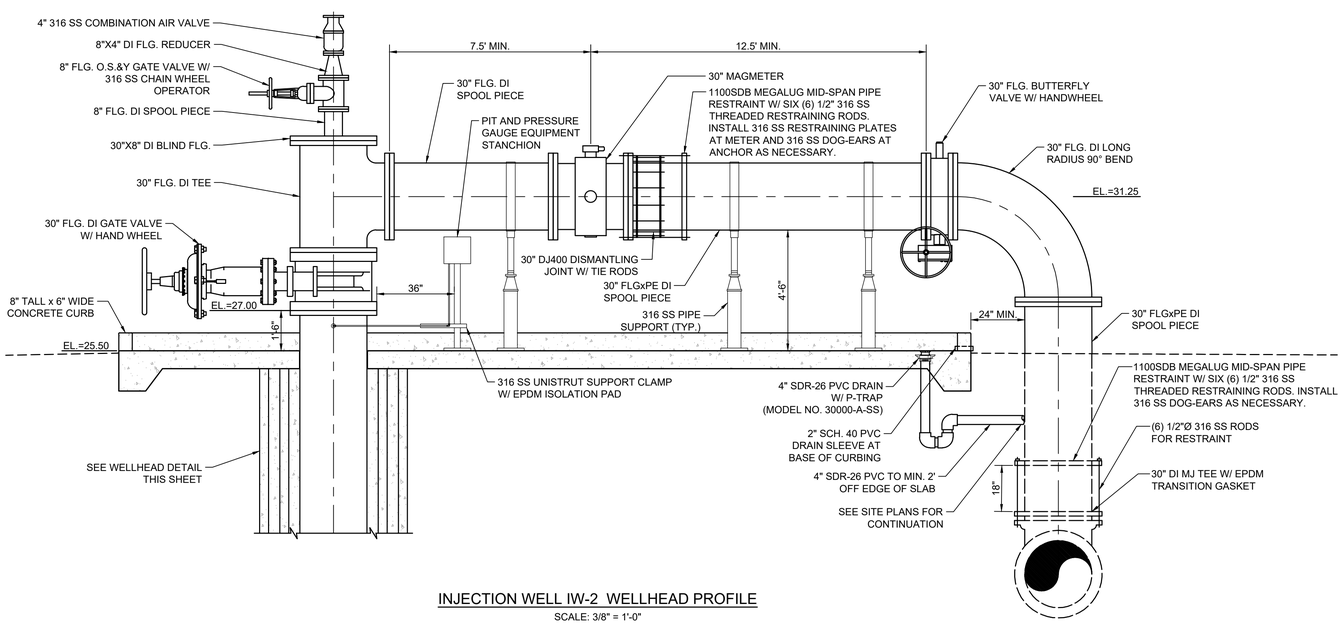
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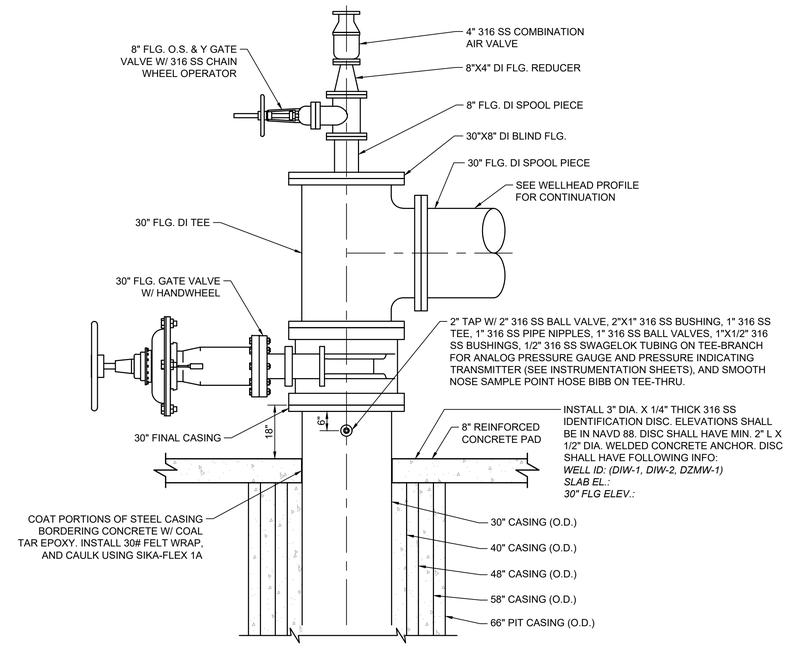
INJECTION WELL IW-2 WELLHEAD PLAN

SCALE: 3/8" = 1'-0"



INJECTION WELL IW-2 WELLHEAD PROFILE

SCALE: 3/8" = 1'-0"



INJECTION WELL IW-2 WELLHEAD DETAIL

SCALE: 1/2" = 1'-0"

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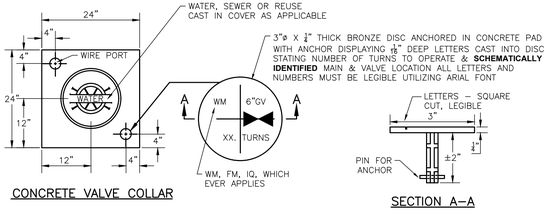
GLADES WASTEWATER TREATMENT FACILITY
INJECTION WELL IW-2

INJECTION WELL NO. IW-2
PLAN AND PROFILE

SHEET NUMBER
M-01

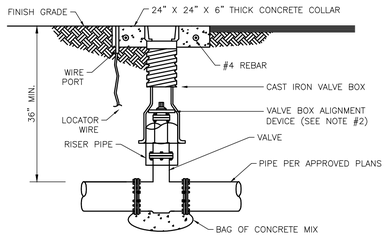
PSLUD PROJECT: 63-0007

DRAWING NAME: F:\projects\McNabb\102_2501 - Rangeline DIW\02 - Design\01 - Drawings\Glades WWTP DIW\Glades-Mechanical.dwg LAYOUT NAME: M-01 - PLOTTED BY: Russell Ryan - DATE: 10/2/2025 - 2:55 PM - HOLTZ CONSULTING ENGINEERS



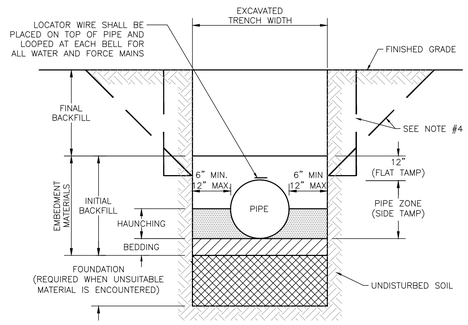
CONCRETE VALVE COLLAR

SECTION A–A



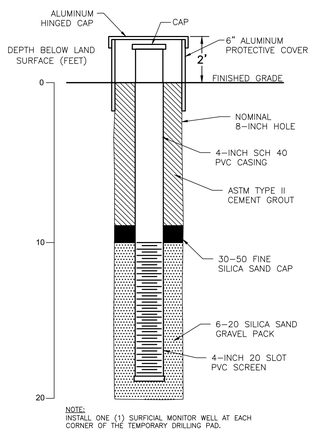
NOTES:
1. WHEN TOP OF OPERATING NUT IS DEEPER THAN 30", A HIGH STRENGTH STEEL EXTENSION WILL BE REQUIRED TO BRING OPERATING NUT 24"–30" BELOW FINISHED GRADE. A STEEL CENTERING PLATE, WELDED TO THE EXTENSION, IS ALSO REQUIRED.
2. A VALVE BOX ALIGNMENT DEVICE SHALL BE PROVIDED TO ELIMINATE SHIFTING OF THE VALVE BOX AGAINST THE OPERATING NUT.
3. C900 OR SDR–26 P.V.C. RISER PIPE SHALL BE ADDED TO EXTEND THE VALVE BOX IF NEEDED.
4. RPM'S SHALL NOT BE INSTALLED IN CROSSWALKS OR PEDESTRIAN WALKWAYS.
5. THE TOP SIDE OF THE VALVE BOX COVER AND THE INSIDE OF TOP SECTION OF THE VALVE BOX SHALL BE PAINTED BLUE FOR WATER MAINS, GREEN FOR SEWER MAINS AND PURPLE FOR RECLAIMED WATER MAINS.

TYPICAL VALVE BOX AND COLLAR IN UN-PAVED AREA
NOT TO SCALE



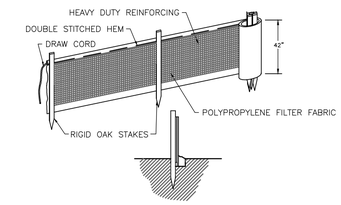
NOTES:
1. FOR TRENCHES REQUIRING SHEETING, SHORING, STAY BRACING, TRENCH JACKS OR TRENCH BOX, DIMENSIONS SHALL BE TAKEN FROM THE INSIDE FACE OF THE SUPPORTS.
2. IF THE MAXIMUM TRENCH WIDTH MUST BE EXCEEDED, THE AREA OUTSIDE OF THE MAXIMUM EMBEDMENT SHALL BE COMPACTED TO FINAL BACKFILL REQUIREMENTS. IF THE PIPE IS INSTALLED IN A COMPACTED EMBANKMENT, THE EMBANKMENT SHALL BE IN PLACE AND COMPACTED TO 12" MIN. COVER BEFORE INSTALLATION OF PIPE.
3. IF BEDDING IS REQUIRED TO BRING TRENCH BOTTOM UP TO GRADE AND PROVIDE UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE, THEN A MINIMUM COMPACTED DEPTH OF 4 TO 6 INCHES OF SELECT EMBEDMENT MATERIAL IS REQUIRED.
4. THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.
5. AN APPROVED LOCATOR WIRE SHALL BE USED.
6. EARTHWORK, EXCAVATION, BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH PSLUSD STANDARDS.

STANDARD PIPE TRENCH CROSS SECTION
NOT TO SCALE

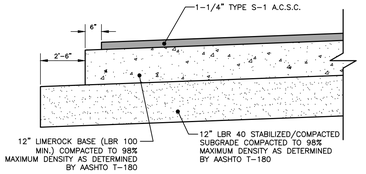


NOTE:
INSTALL ONE (1) SURFICIAL MONITOR WELL AT EACH CORNER OF THE TEMPORARY DRILLING PAD.

PAD MONITOR WELL
NOT TO SCALE



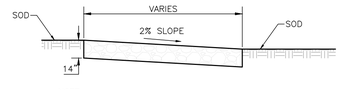
RECOMMENDED TOE–IN



ASPHALT PAVEMENT
NOT TO SCALE

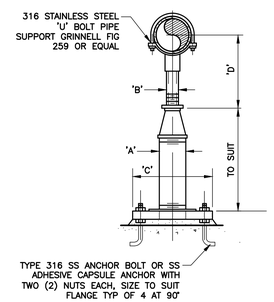
NOTES:
1. SILT FENCE SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION AND SHALL NOT BE REMOVED UNTIL CONSTRUCTION IS COMPLETE.
2. CONTRACTOR SHALL INSPECT AND REPAIR THE SILT FENCE AFTER EACH RAIN EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
3. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFFSITE AND CAN BE PERMANENTLY STABILIZED.
4. THE SILT FENCE SHALL BE PLACED ON SLOPE CONTOUR TO MAXIMIZE ITS PONDING EFFICIENCY.
5. IF DITCH LEVEL IS DEEPER THAN 30", THEN A FLOATING SILT SCREEN SHALL BE USED.

SILT FENCE DETAIL
NOT TO SCALE



NOTE:
TYPICAL STABILIZED/COMPACTED ROAD TO BE CONSTRUCTED WITH MIN. OF 6 INCHES LOOSE CEMENTED COQUINA MATERIAL MIXED WITH NATIVE SAND TO ARCHIVE A TOTAL OF 14 INCHES OF STABILIZED (LBR 50 MINIMUM) AND COMPACTED SUBBASE (98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T–180)

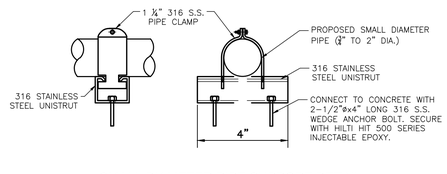
TYPICAL 14" STABILIZED ROCK ROAD SECTION
NOT TO SCALE



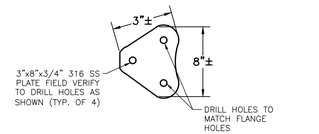
316 SS ADJUSTABLE PIPE SUPPORTS APPROXIMATE DIMENSIONS IN INCHES					
PIPE SIZE	A	B	C	D MIN	D MAX
2 1/2	2 1/2	1 1/2	9	8	11 1/2
3	2 1/2	1 1/2	9	8 1/4	11 3/4
3 1/2	2 1/2	1 1/2	9	8 1/2	12
4	3	2 1/2	9	10 1/4	14
6	3	2 1/2	9	11 5/8	15 1/4
8	3	2 1/2	9	13 5/8	16 1/2
10	3	2 1/2	9	14 5/8	18 1/4
12	3	2 1/2	9	15 5/8	19 3/4
14	4	3	11	18 5/8	20 3/4
16	4	3	11	19 7/8	22 1/4
18	6	3 1/2	13 1/2	21 1/4	24
20	6	3 1/2	13 1/2	23 1/4	25 1/2
24	6	4	13 1/2	26 1/2	28 1/4
30	6	4	13 1/2	29 5/8	31 1/2
32	6	4	13 1/2	30 5/8	32 3/4
36	6	4	13 1/2	32 5/8	34 3/4

NOTE:
UNDER VALVES, METERS OR OTHER SPECIAL APPURTENANCES A FABRICATED SUPPORT PIECE MAY BE UTILIZED AS ACCEPTABLE TO ENGINEER

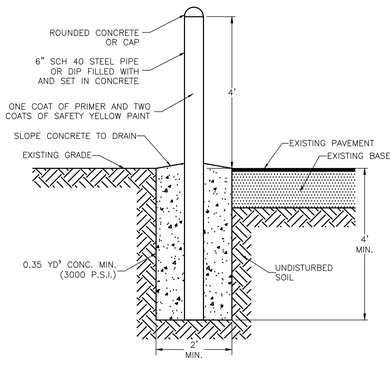
ADJUSTABLE PIPE SUPPORT
NOT TO SCALE



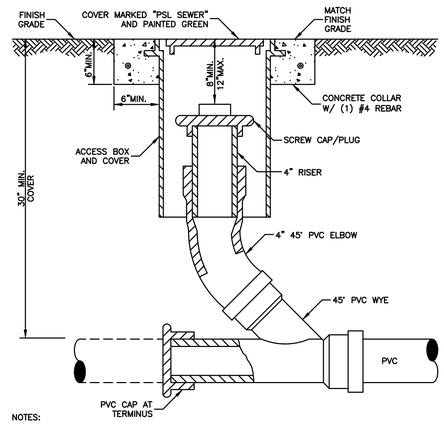
SMALL DIAMETER PIPE SUPPORT DETAIL
NOT TO SCALE



FLANGE RESTRAINT PLATE
NOT TO SCALE



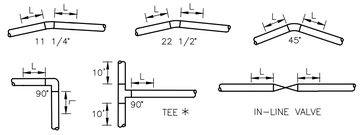
BOLLARD DETAIL
NOT TO SCALE



NOTES:
1. AN ACCESS BOX AND COVER SHALL BE USED.
2. CLEANOUT ASSEMBLY SHALL BE INSTALLED AT A MAXIMUM 75' INTERVALS AND AT TERMINAL POINT OF THE PSLUSD RESPONSIBILITY. THE LOCATION SHALL BE IN ACCORDANCE WITH THE PSLUSD UTILITY STANDARDS.

CLEANOUT DETAIL
NOT TO SCALE

HORIZONTAL BENDS

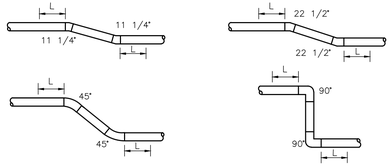


HORIZONTAL – L (FEET)						
DIAMETER	11–1/4°	22–1/2°	45°	90°	TEE* (BRANCH)	VALVES OR DEAD END
4"	2	4	8	18	20	39
6"	3	5	11	25	36	55
8"	4	7	14	33	52	72
10"	4	8	16	39	65	87
12"	5	9	19	45	80	102
14"	5	11	21	51	93	116
16"	6	12	24	57	107	131
18"	7	13	26	63	120	145
20"	7	14	29	68	133	159
24"	8	16	33	79	157	185
30"	10	19	39	93	192	222
36"	11	21	44	106	225	257
42"	12	24	49	117	254	289
48"	13	26	53	128	283	321

NOTES:
1. THE REQUIREMENTS SET FORTH ABOVE WERE CALCULATED FOR PVC PIPE BASED UPON THE FOLLOWING ASSUMPTIONS:
   - SOIL CONDITIONS: SILTY SAND (SM)
   - TRENCH TYPE: 3 (PIPE BEDDED IN 4" MINIMUM OF LOOSE SOIL WITH BACKFILL LIGHTLY COMPACTED)
   - MINIMUM COVER: 3 FT
   - SAFETY FACTOR: 1.5
   - TEST PRESSURE: 150 PSI
   - * SIZE ON SIZE TEE & 5' LENGTH ALONG RUN
2. IF FIELD CONDITIONS DIFFER FROM THE ABOVE, THE ENGINEER–OF–RECORD (EOR) SHALL SUBMIT CALCULATIONS BASED ON THE FIELD CONDITION FOR REVIEW AND APPROVAL OF PSLUSD.

PIPELINE RESTRAINT REQUIREMENTS (HORIZONTAL)
NOT TO SCALE

VERTICAL BENDS



VERTICAL OFFSET – L (FEET)								
DIAMETER	11–1/4°		22–1/2°		45°		90°	
	UPPER BEND	LOWER BEND	UPPER BEND	LOWER BEND	UPPER BEND	LOWER BEND	UPPER BEND	LOWER BEND
4"	4	2	8	3	17	5	39	11
6"	6	2	11	4	23	7	55	15
8"	8	2	15	4	30	9	72	20
10"	9	3	18	5	36	10	87	24
12"	11	3	21	6	43	12	102	28
14"	12	4	24	7	49	14	116	32
16"	13	4	27	8	55	16	131	36
18"	15	4	29	8	60	17	145	40
20"	16	5	32	9	66	19	158	44
24"	19	6	37	11	77	22	185	51
30"	22	7	45	13	92	26	222	62
36"	26	8	52	15	107	30	256	71
42"	29	8	58	16	120	34	289	80
48"	32	9	64	18	133	37	320	89

NOTES:
1. THE REQUIREMENTS SET FORTH ABOVE WERE CALCULATED FOR PVC PIPE BASED UPON THE FOLLOWING ASSUMPTIONS:
   - SOIL CONDITIONS: SILTY SAND (SM)
   - TRENCH TYPE: 3 (PIPE BEDDED IN 4" MINIMUM OF LOOSE SOIL WITH BACKFILL LIGHTLY COMPACTED)
   - UPPER SIDE MINIMUM COVER: 3 FT
   - LOWER SIDE MINIMUM COVER: 5 FT
   - SAFETY FACTOR: 1.5
   - TEST PRESSURE: 150 PSI
2. WHEN CONDITIONS DIFFER FROM THE ABOVE, THE ENGINEER–OF–RECORD (EOR) SHALL SUBMIT CALCULATIONS FOR REVIEW AND APPROVAL OF PSLUSD.
3. ALL JOINTS BETWEEN UPPER AND LOWER BENDS SHALL BE RESTRAINED.

PIPELINE RESTRAINT REQUIREMENTS (VERTICAL)
NOT TO SCALE

REV	DATE	REVISIONS	BY

DATE: 10/02/25
DESIGN BY: HB
DRAWN BY: RR
CHECK BY: CR

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

HOLTZ CONSULTING ENGINEERS, INC.
607 SW ST. LUCIE CRESCENT, SUITE 103
STUART, FLORIDA 34994
PH. (772) 919-4905
CERTIFICATE OF AUTH. No. 26960

MCNABB-MILLER HYDROGEOLOGIC CONSULTING, INC.

CURTIS D. ROBINSON, PE
LICENSE NO: 65685

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT

GLADES WASTEWATER TREATMENT FACILITY
INJECTION WELL IW-2

DETAILS

SHEET NUMBER
D-01

PSLUD PROJECT: 63–0007

DRAWING NAME: F:\projects\McNabb\102_2501 – Rangeline DIW\02 – Design\01 – Drawings\Glades WWTP DIW\Glades–Details 01.dwg LAYOUT NAME: D–01 – PLOTTED BY: Russell Ryan – DATE: 10/2/2025 – 2:56 PM – HOLTZ CONSULTING ENGINEERS

GENERAL STRUCTURAL NOTES

APPLIES TO "S" SHEETS ONLY

GENERAL CONDITIONS

1. ALL MATERIAL AND CONSTRUCTION SHALL COMPLY WITH THE 2020 FLORIDA BUILDING CODE.
2. ALL STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE MECHANICAL, CIVIL, AND ELECTRICAL DRAWINGS.
3. THE CONTRACTOR SHALL REVIEW AND VERIFY DIMENSIONS SHOWN IN ALL PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT THE WORK DEPICTED ON THE DRAWINGS. SHOULD DISCREPANCIES APPEAR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING TO OBTAIN ENGINEER'S CLARIFICATION BEFORE COMMENCING WITH THE WORK.
4. FOR ALL ITEMS EMBEDDED IN OR PASSING THROUGH CONCRETE OR MASONRY, THE CONTRACTOR SHALL INITIALLY REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR TYPE, SIZE, LOCATION, AND SPECIAL INSTALLATION REQUIREMENTS FOR THESE ITEMS.
5. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT EXISTING STRUCTURES FROM DAMAGE WHEN WORKING IN AND AROUND EXISTING STRUCTURES PERFORMING WORK SUCH AS DEMOLITION, FOUNDATION EXCAVATIONS, AND OTHERS.
6. ANY EQUIPMENT THAT MAY INDUCE VIBRATION TO THE STRUCTURE SHALL BE ADEQUATELY ISOLATED FROM THE STRUCTURE.
7. ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE ON THE PROJECT, EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.
8. STANDARD DETAILS APPLY TO ALL SIMILAR SITUATIONS ON THE PROJECT EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.
9. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO COMMENCING WORK.
10. IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM THE PLANS, SECTIONS OR DETAILS ON THE DRAWINGS.
11. THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER DISPOSAL OF ALL MATERIALS AND DEBRIS REMOVED FROM THE PROJECT SITE. DISPOSAL OF THE MATERIALS AND DEBRIS SHALL CONFORM WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
12. CONTRACTOR SHALL PROTECT EXISTING STRUCTURES, ROADWAYS, AND UTILITIES. RESTORE ALL EXISTING FACILITIES AND DISTURBED AREAS TO EQUAL OR BETTER CONDITION THAN THE ORIGINAL CONDITION.

DESIGN CRITERIA

BUILDING CODES AND REFERENCES:

1. 2023 FLORIDA BUILDING CODE (FBC), EIGTH EDITION
2. REINFORCED CONCRETE: ACI 318-19 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
3. LIVE LOADS:

EQUIPMENT SLAB-ON-GRADE	250 PSF

4. WIND DESIGN CRITERIA:

RISK CATEGORY	III
ULTIMATE DESIGN WIND SPEED, V_{ULT}	170 MPH
NOMINAL DESIGN WIND SPEED, V_{ASD}	132 MPH
EXPOSURE CATEGORY	C
ENCLOSURE CATEGORY	-
INTERNAL PRESSURE COEFFICIENT:	-

FOUNDATIONS

GEOTECHNICAL REPORT:

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION "DEEP INJECTION WELL EQUIPMET PADS GLADES WWTP & RANGELINE WTP" PREPARED BY ANDERSEN ANDRE CONSULTING ENGINEERS, INC. (AACE), AACE FILE NO. 25-119, DATED AUGUST 13,2025. ANY INTERPRETATION OF THE CONTENTS OF THE GEOTECHNICAL REPORT IS THE RESPONSIBILITY OF THE CONTRACTOR.

FOUNDATION DESIGN:

MAXIMUM ALLOWABLE SOIL NET BEARING PRESSURE USE FOR DESIGN IS 1,500 PSF OR LESS.

SUBGRADE COMPACTION REQUIREMENTS:

1. ALL SLABS ARE TO BE CAST OVER WELL-COMPACTED SUBGRADE. THE UPPER 1FT OF THE GRANULAR MATERIAL SHALL BE COMPACTED TO 98 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY PER ASTM D1557. PROVIDE STRUCTURAL FILL AS REQUIRED TO ACHIEVE THE DESIRED FOUNDATION ELEVATION AND WHERE UNSUITABLE SOILS AND MATERIALS ARE ENCOUNTERED AND REQUIRE REMOVAL AND REPLACEMENT. SUITABILITY OF SOILS SHALL BE DETERMINED BY THE ONSITE GEOTECHNICAL REPRESENTATIVE. STRUCTURAL FILL SHALL BE CLEAN GRANULAR FILL FREE OF ANY ORGANICS AND DELETERIOUS MATERIAL HAVING LESS THAN 12 PERCENT MATERIAL PASSING THE NO. 200 MESH SIEVE AND CONTAINING LESS THAN 4 PERCENT ORGANIC MATERIAL. STRUCTURAL FILL SHALL BE PLACED IN LOOSE LIFTS NOT EXCEEDING 8 INCHES IN THICKNESS. STRUCTURAL FILL SHALL BE COMPACTED TO 98 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY PER ASTM D1557.
2. IF SHALLOW GROUNDWATER LEVELS ARE ENCOUNTERED CONTRACTOR SHALL PROVIDE TEMPORARY DEWATERING AS REQUIRED TO MAINTAIN GROUNDWATER LEVEL AT LEAST 2 FEET BELOW THE BOTTOM OF COMPACTED SOIL SURFACE. DEWATERING SYSTEMS AND MEASURES SHALL BE DETERMINED BY THE CONTRACTOR.

CONCRETE (CAST-IN-PLACE)

1. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI 318 REQUIREMENTS.
2. ALL CONCRETE SHALL BE AIR-ENTRAINED WITH A MINIMUM OF 4,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS UNLESS OTHERWISE NOTED.
3. MIX DESIGN REQUIREMENTS:
   a. PORTLAND CEMENT: TYPE I/II OR TYPE III IN ACCORDANCE WITH ASTM C150.
   b. WATER TO CEMENT RATIO : 0.45 MAX
   c. FINE AGGREGATE: CLEAN AND NATURAL SAND IN ACCORDANCE WITH ASTM C33
   d. COURSE AGGREGATE: #57 STONE IN ACCORDANCE WITH ASTM C33
   e. FLY ASH: CLASS F OR CLASS N IN ACCORDANCE WITH ASTM C618, 25 PERCENT MAXIMUM CEMENT REPLACEMENT
   f. AIR ENTRAINMENT: ENTRAPPED AIR
   g. WATER REDUCER ADMIXTURE: TYPE A OR TYPE D IN ACCORDANCE WITH ASTM C494.
   h. SLUMP RAGE: 3.5 IN TO 5IN
   i. ALL ADMIXTURES SHALL BE FURNISHED BY THE SAME MANUFACTURER AND SHALL BE FREE OF CHLORIDES AND ALKALIS.
4. WATER REDUCING AGENT SHALL BE IN ACCORDANCE WITH ASTM C494.
5. ALL CONCRETE SURFACES EXPOSED TO AIR, UNLESS OTHERWISE NOTED IN THE SPECIFICATIONS, SHALL BE TREATED WITH AN APPROPRIATE CURING METHOD FOR A MINIMUM OF 7 DAYS AFTER PLACEMENT AS DESCRIBED BELOW AS SOON AS FINISHING IS COMPLETED OR FORMS ARE REMOVED.
   a. WATER CURING: KEEP ENTIRE CONCRETE SURFACE WET BY PONDING, CONTINUOUS SPRINKLING OR COVER WITH SATURATED BURLAP. MAINTAIN 24 HOURS A DAY.
   b. SHEET MATERIAL CURING: COVER ENTIRE SURFACE WITH APPROVED SHEET MATERIAL.
   c. LIQUID MEMBRANE CURING: APPLY OVER ENTIRE CONCRETE SURFACE EXCEPT FOR SURFACES TO RECEIVE ADDITIONAL CONCRETE OR WHERE SEALER OR SURFACE COATINGS ARE TO BE USED. APPLY IN COMPLIANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. CURING SCHEDULE: STRUCTURAL SLABS: WATER CURE OR SHEET CURE
7. FINISH SCHEDULE STRUCTURAL SLABS: FLOAT FINISH
8. ALL EXPOSED CORNERS SHALL HAVE A MINIMUM CHAMFER OF 3/4" UNLESS OTHERWISE NOTED.

REINFORCING STEEL

1. REINFORCEMENT SHALL CONFORM TO ASTM A615, GRADE 60 REQUIREMENTS. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A315 REQUIREMENTS. ALL ACCESSORIES SHALL BE IN CONFORMANCE WITH ACI 315 REQUIREMENTS.
2. REINFORCING STEEL SHALL HAVE THE FOLLOWING CLEAR COVER UNLESS OTHERWISE NOTED:

a. CONCRETE CAST AGAINST EARTH	3"
b. ALL OTHER FORMED SURFACES	2"

3. LAP SPLICES SHALL BE AS SHOWN ON THE DRAWINGS. FOR LAP SPLICES NOT SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL OBTAIN ENGINEERS APPROVAL.
4. THE CONTRACTOR SHALL PREPARE PLACING DRAWINGS AND SCHEDULES IN CONFORMANCE WITH ACI 315 REQUIREMENTS.

STAINLESS STEEL

1. STAINLESS STEEL PLATES, SHEETS AND STRUCTURAL SHAPES SHALL BE IN ACCORDANCE TO ASTM A240.
2. STAINLESS STEEL MATERIALS SHALL BE AS FOLLOWS UNLESS NOTED OTHERWISE:
   a. EXTERIOR AND SUBMERGED USE: TYPE 316, TYPE 316L (WHERE WELDED)
3. ALL WELDING OF STRUCTURAL STAINLESS STEEL SHALL CONFORM TO "STRUCTURAL WELDING CODE - STAINLESS STEEL", ASW D1.6, LATEST EDITION.
4. STAINLESS STEEL BOLTS, NUTS AND WASHERS SHALL BE TYPE 316 IN ACCORDANCE TO ASTM F593 UNLESS NOTED OTHERWISE.

ADHESIVE ANCHORS

1. ALL ANCHORS AND REINFORCEMENT DOWELS TO BE INSERTED INTO DRILLED HOLES FILLED WITH DEWALT PURE 110 PLUS EPOXY ADHESIVE IN ACCORDANCE WITH (ICC ESR-3298). INSTALLATION OF ADHESIVE ANCHORS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS PROVIDED WITH THE PACKAGING OF THE ADHESIVE. CONTRACTOR SHALL VERIFY HOLE DIAMETER AND CLEAN-OUT REQUIREMENTS.

SHOP DRAWING SUBMITTALS:

THE FOLLOWING SHOP DRAWING SUBMITTALS AT A MINIMUM ARE TO BE PROVIDED BY THE CONTRACTOR TO ENGINEER (WEKIVA ENGINEERING LLC) FOR REVIEW. SUBMITTALS MUST BE APPROVED BY PROJECT EOR PRIOR TO PROCURING OR INSTALLATION OF MATERIALS. SUBMITTALS SHALL BE IN ACCORDANCE WITH THE CONTRACTOR DOCUMENTS.

- CONCRETE MIX DESIGN
- CONCRETE REINFORCEMENT PLACEMENT SHOP DRAWINGS
- CONCRETE JOINT ACCESSORIES
- EPOXY ADHESIVE

STRUCTURAL ABBREVIATIONS

&	AND	EXIST	EXISTING	PEMB	PRE-ENGINEERED METAL BUILDING
@	AT	EXP	EXPANSION	PERP	PERPENDICULAR
#	NUMBER	FE	FIRE EXTINGUISHER	PL	PLATE
ADDTL	ADDITIONAL	FF	FAR FACE, FINISHED FLOOR	PLF	POUND PER LINEAR FOOT
AFF	ABOVE FINISHED FLOOR	FG	FINISHED GRADE	PT	PRESSURE TREATED
ALUM	ALUMINUM	FRP	FIBER REINFORCED PLASTIC	PROJ	PROJECTION
AEWS	AUTOMATIC END WELDED STUD(S)	FT	FOOT	PSF	POUNDS PER SQUARE FOOT
ALT	ALTERNATE	FTG	FOOTING	PSI	POUNDS PER SQUARE INCH
APROX	APPROXIMATE(LY)	FV	FIELD VERIFY	PVC	POLYVINYL CHLORIDE
BLD	BUILDING	GA	GAGE	R	RADIUS
BM	BEAM	GALV	GALVANIZED	REINF	REINFORCING
BOT	BOTTOM	HK	HOOK	REQD	REQUIRED
CJ	CONTROL JOINT	HORIZ	HORIZONTAL	RO	ROUGH OPENING
CL	CENTER LINE	HSS	HOLLOW STRUCTURAL SECTION	SCHED	SCHEDULE(D)
CLR	CLEAR	HP	HIGH POINT	SIM	SIMILAR
CMU	CONCRETE MASONRY UNIT	ID	INSIDE DIAMETER	SJ	SAWCUT JOINT
COL	COLUMN	JT	JOINT	SMS	SHEET METAL SCREW
CONC	CONCRETE	LB(S)	POUND(S)	SPECS	SPECIFICATIONS
CONN	CONNECTION	LONG	LONGITUDINAL	SQ	SQUARE
CONST JT	CONSTRUCTION JOINT	LP	LOW POINT	SS	STAINLESS STEEL
CONT	CONTINUOUS	MANUF	MANUFACTURER	STD	STANDARD
CTR	CENTER	MATL	MATERIAL	STL	STEEL
DIA	DIAMETER	MAX	MAXIMUM	T/	TOP OF
DIM	DIMENSION	MECH	MECHANICAL	TB	TIE BEAM
DEG	DEGREE(S)	MFR	MANUFACTURER	T&B	TOP AND BOTTOM
DO	DITTO	MIN	MINIMUM	THK	THICK
DWG	DRAWING	MISC	MISCELLANEOUS	THRU	THROUGH
DWL	DOWEL(S)	MO	MASONRY OPENING	TOC	TOP OF CONCRETE
(E)	EXISTING	MTL	METAL	TOS	TOP OF STEEL
EA	EACH	NO	NUMBER	TYP	TYPICAL
EF	EACH FACE	NTS	NOT TO SCALE	UNO	UNLESS NOTED OTHERWISE
EJ	EXPANSION JOINT	OC	ON CENTER	VERT	VERTICAL
EL	ELEVATION	OD	OUTSIDE DIAMETER	WT	WEIGHT
ELEC	ELECTRICAL	OH	OPPOSITE HAND	WWF	WELDED WIRE FABRIC
EMBED	EMBEDMENT	OPNG	OPENING		
EQ	EQUAL	PCS	PIECES		
EW	EACH WAY				

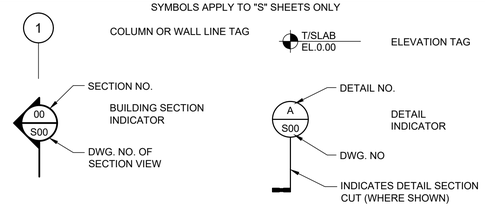
LEGEND

STRUCTURAL LEGEND APPLIES TO "S" SHEETS ONLY

EARTH FILL	CONCRETE
UNDISTURBED EARTH	EXISTING CONCRETE
COMPACTED GRANULAR FILL	DEMOLITION
GROUT OR SAND (AS NOTED)	STEEL
GRATING	PRECAST CONCRETE

SYMBOLS

SYMBOLS APPLY TO "S" SHEETS ONLY



WEKIVA ENGINEERING
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ORLANDO, FL 32803
PH: 407.219.4454
WEKIVA PROJ. NO. 25-110
FL ENG BUSINESS NO. 31920

REV	DATE	REVISIONS	BY

DATE: 10/3/25
DESIGN BY: DSM
DRAWN BY: JAW
CHECK BY: DSM

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

HOLTZ CONSULTING ENGINEERS, INC.
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DAVID S. MORRIS, PE
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CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT

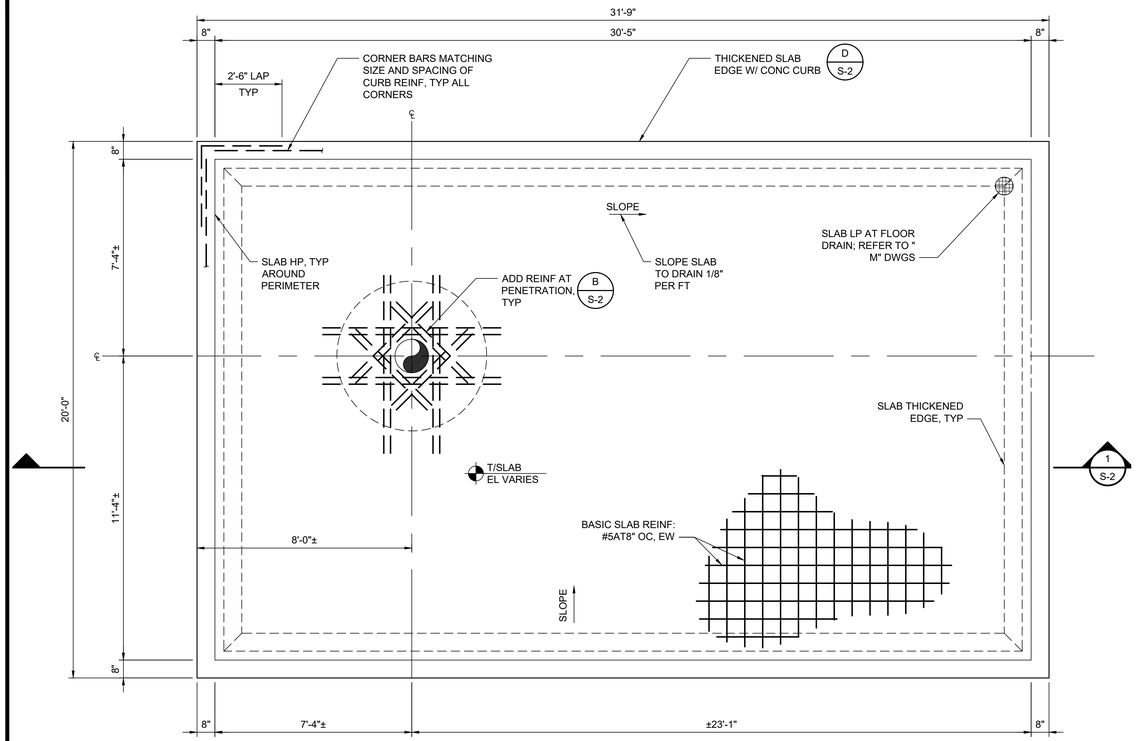
GLADES WASTEWATER TREATMENT PLANT
INJECTION WELL SYSTEM

GENERAL STRUCTURAL NOTES, ABBREVIATIONS AND SYMBOLS

SHEET NUMBER
S-1

PSLUD PROJECT: 63-0007

DRAWING NAME: P:\Holtz\25-110 City of Port St. Lucie Range Line DW\Acad\S-1,S-2.dwg LAYOUT NAME: S-1 – PLOTTED BY: David S. Morris – DATE: 10/2/2025 – 8:09 AM – HOLTZ CONSULTING ENGINEERS

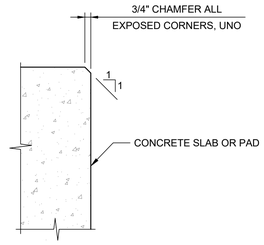


WELLHEAD SLAB PLAN

PLAN

3/8"=1'-0"

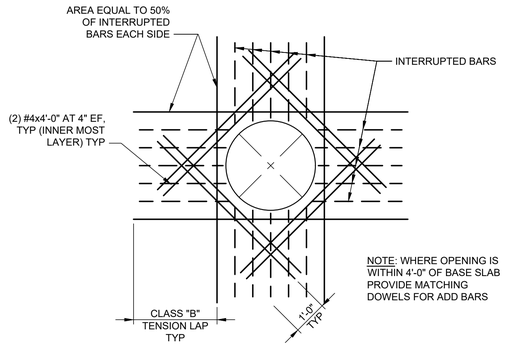
*VERIFY PIPE SUPPORT LOCATIONS DURING SHOP DRAWING REVIEW



CHAMFER

DETAIL A TYP

NTS



REINF AT CIRCULAR OPENINGS GREATER THAN 12"

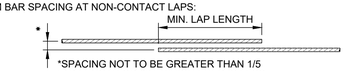
DETAIL B TYP

NTS

REBAR MINIMUM TENSION DEVELOPMENT & LAP LENGTHS					
CONCRETE STRENGTH f'c= 4,000 PSI OR GREATER					
BAR SIZE	DEVELOPMENT LENGTH, ld		LAP LENGTH (CLASS B SPLICE)		BAR SIZE
	TOP BARS	OTHER BARS	TOP BARS	OTHER BARS	
#3	1'-7"	1'-3"	2'-0"	1'-7"	#3
#4	2'-1"	1'-7"	2'-8"	2'-0"	#4
#5	2'-7"	2'-0"	3'-4"	2'-7"	#5
#6	3'-1"	2'-4"	4'-0"	3'-1"	#6
#7	4'-6"	3'-6"	5'-10"	4'-6"	#7
#8	5'-2"	3'-11"	6'-8"	5'-2"	#8
#9	5'-10"	4'-6"	7'-6"	5'-10"	#9
#10	6'-6"	5'-0"	8'-6"	6'-6"	#10
#11	7'-3"	5'-7"	9'-6"	7'-3"	#11

NOTES:
1. GRADE 60 UNCOATED REINFORCEMENT
2. SPLICE LENGTHS GIVEN ABOVE ARE TO BE USED UNLESS NOTED OTHERWISE ON DESIGN DRAWINGS.

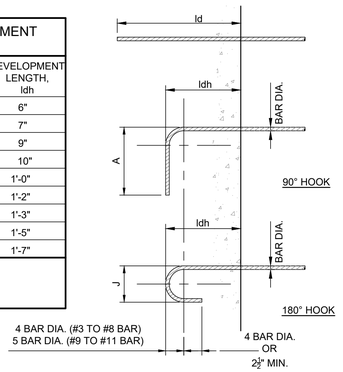
MAXIMUM BAR SPACING AT NON-CONTACT LAPS:



*SPACING NOT TO BE GREATER THAN 1/5 LAP LENGTH OR 6IN. WHICH EVER IS LESS

STANDARD HOOK DEVELOPMENT LENGTH			
BAR SIZE	90° STD HOOK "A"	180° STD HOOK "J"	DEVELOPMENT LENGTH, ldh
#3	6"	3"	6"
#4	8"	4"	7"
#5	10"	5"	9"
#6	1'-0"	6"	10"
#7	1'-2"	7"	1'-0"
#8	1'-4"	8"	1'-2"
#9	1'-7"	11¼"	1'-3"
#10	1'-10"	1'-1½"	1'-5"
#11	2'-0"	1'-2¾"	1'-7"

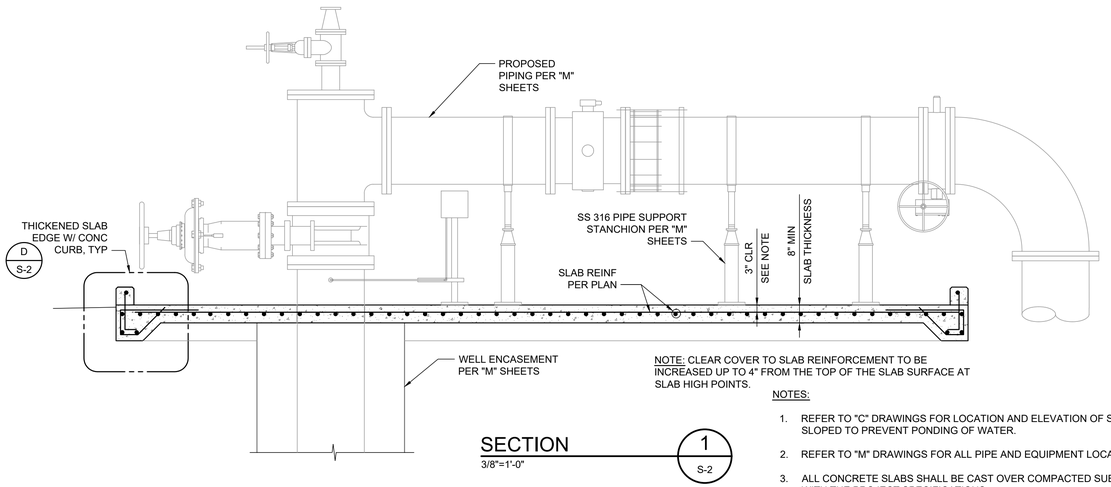
*FOR STD HOOK BAR GEOMETRY NOT SHOWN REFER TO MINIMUM ACI REQUIREMENTS



STANDARD REINFORCEMENT DETAILS

DETAIL C TYP

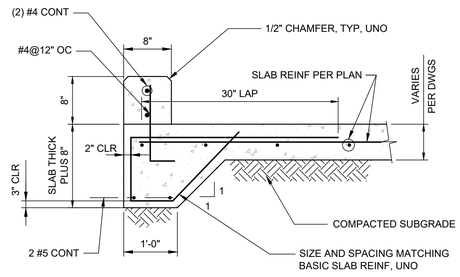
NTS



NOTE: CLEAR COVER TO SLAB REINFORCEMENT TO BE INCREASED UP TO 4" FROM THE TOP OF THE SLAB SURFACE AT SLAB HIGH POINTS.

SECTION 1 S-2

3/8"=1'-0"



THICKENED EDGE SLAB

DETAIL D TYP

NTS

NOTES:

1. REFER TO "C" DRAWINGS FOR LOCATION AND ELEVATION OF SLABS. ALL SLABS SHALL BE SLOPED TO PREVENT PONDING OF WATER.
2. REFER TO "M" DRAWINGS FOR ALL PIPE AND EQUIPMENT LOCATIONS.
3. ALL CONCRETE SLABS SHALL BE CAST OVER COMPACTED SUBGRADE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

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CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT

GLADES WASTEWATER TREATMENT PLANT
INJECTION WELL SYSTEM

SLAB PLAN, SECTION, AND STRUCTURAL DETAILS

SHEET NUMBER

S-2

PSLUD PROJECT: 63-0007

DRAWING NAME: P:\Holtz\25-110 City of Port St. Lucie Range Line DIW\Acad\S-1,S-2.dwg LAYOUT NAME: S-2 — PLOTTED BY: David S. Morris — DATE: 10/2/2025 — 8:10 AM — HOLTZ CONSULTING ENGINEERS

GENERAL ELECTRICAL NOTES:

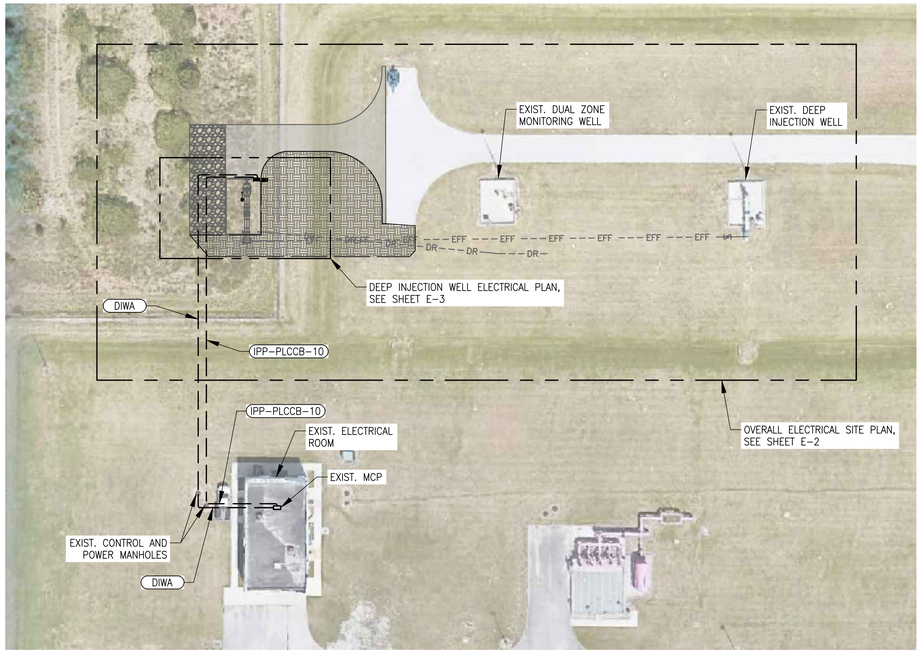
1. **GENERAL**
   - A. THE CONTRACTOR SHALL PROVIDE ALL MATERIAL AND LABOR FOR A COMPLETE ELECTRICAL SYSTEM AS INDICATED ON THE DRAWINGS INCLUDING ITEMS NOT SHOWN BUT OBVIOUSLY NECESSARY FOR A COMPLETE SYSTEM.
   - B. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INSPECTIONS AND APPROVALS.
   - C. ALL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE, NFPA, THE LOCAL BUILDING CODES AND PBCWUD LIFT STATION STANDARDS (LATEST REVISION). ALL COMPONENTS SHALL BE U.L. APPROVED.
   - D. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL CONCEALED FACILITIES BEFORE ANY WORK BEGINS.
2. **SCOPE OF WORK**
   - A. ELECTRICAL INSTALLATION.
   - B. COORDINATION WITH OWNER FOR ANY SHUT DOWNS, INSTALL OF NEW EQUIPMENT.
   - C. STARTUP, TESTING, & TRAINING OF STAFF.
3. **CONDUIT**
   - A. CONDUIT SIZES AS SHOWN ON THE DRAWINGS ARE A MINIMUM. THE CONTRACTOR MAY INCREASE AS REQUIRED FOR EASE OF PULLING.
   - B. ALL EXPOSED CONDUIT SHALL BE NEATLY INSTALLED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS. SUPPORTS AND MOUNTING HARDWARE SHALL BE HOT DIPPED GALVINIZED STEEL. CONDUITS SHALL HAVE BURRS REMOVED WITH A REAMER. CONDUITS ENTERING CABINETS SHALL HAVE LOCK NUTS INSIDE AND OUT UNLESS ENTRANCE IS THREADED. NYLON INSULATED BUSHINGS SHALL BE USED ON ALL CONDUIT TERMINATIONS.
   - C. ALL UNDERGROUND CONDUITS SHALL BE INSTALLED 24" BELOW FINAL GRADE.
   - D. PROVIDE CONDUIT SWEEPS TO WETWELL AND OTHER LOCATIONS WHENEVER POSSIBLE, AVOID 90° BENDS.
4. **JUNCTION BOXES**
   - A. PROVIDE ADDITIONAL BOXES AS MAY BE REQUIRED. PROVIDE NEMA 4X OUTSIDE.
5. **CONDUCTORS**
   - A. CONDUCTORS SHALL BE COPPER STRANDED TYPE XHHW WITH 75°C RISE INSULATION.
6. **GROUNDING**
   - A. PROVIDE GROUND SYSTEM AS INDICATED ON THE DRAWINGS AND AS REQUIRED BY THE NATIONAL ELECTRIC CODE.
   - B. ALL POWER RACEWAYS REQUIRE GROUNDING CONDUCTORS. BONDING CONDUCTORS THROUGH THE RACEWAY SYSTEMS SHALL BE CONTINUOUS FROM MAIN SWITCH GROUND BUSES TO PANEL GROUND BARS. AND FROM PANEL GROUNDING BARS TO BRANCH CIRCUIT OUTLETS, MOTORS, LIGHTS, ETC. THESE GROUND CONDUCTORS ARE REQUIRED THROUGHOUT THE PROJECT REGARDLESS OF WHETHER CONDUIT RUNS SHOW GROUND CONDUCTORS ON THE DRAWINGS.
8. **RESTORATION**
   - G. CONTRACTOR SHALL RESTORE TO ORIGINAL CONDITIONS ALL FACILITIES HE DISTURBS. CONTRACTOR SHALL PROVIDE CLEANUP TO ORIGINAL CONDITIONS.
9. **WARRANTY**
   - A. CONTRACTOR SHALL WARRANT LABOR AND MATERIALS PER THE TERMS IN THE CONTRACT, SEE OTHER SPECIFICATIONS..
10. **MATERIALS**
    - A. EXCEPT AS INDICATED OR NOTED, ALL MATERIAL SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR.
11. **PROGRAMMING**
    - A. ALL SCADA PROGRAMING SHALL BE PROVIDED BY I&C CONTRACTOR.
12. **SCHEMATIC NATURE**
    - A. PLANS ARE SCHEMATIC IN NATURE AND MEANT TO SHOW THE SCHEMATIC ARRANGEMENT OF EQUIPMENT AND CONDUIT.
13. **CLEARANCES**
    - A. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MEET N.E.C. CLEARANCES ABOUT EQUIPMENT. THE SAME APPLIES TO RACEWAY SUPPORTS.
14. **ROUTING**
    - A. CONDUIT ROUTING IS SCHEMATIC IN NATURE. CONDUIT ROUTING IS SHOWN FOR CLARITY ON THE CONTRACT DRAWINGS. ROUTE CONDUITS AS MAY BE REQUIRED.
15. **SEPARATION**
    - A. MAINTAIN 12" MIN SEPARATION BETWEEN 4–20MADC SIGNAL AND ALL OTHER RACEWAYS.
16. **PUMP STATION OPERATION**
    - A. CONTRACTOR SHALL INSTALL THIRD PUMP, VFD EQUIPMENT, AND MAKE CONTROL PANEL MODIFICATIONS AS REQUIRED TO ADD THIRD PUMP WHILE MAINTAINING EXISTING PUMPS AND CONTROLS FULLY OPERATIONAL. ANY SHUTDOWNS SHALL BE COORDINATED WITH STAFF AND BE KEPT TO A MINIMUM.
17. **STUB–UPS**
    - A. CONDUITS NOT TERMINATING IN PULL BOXES SHALL BE STUB–UPS, CAPPED AND TAGGED.
16. **RESPONSIBILITIES**
    - A. BIDDERS, SUPPLIERS, EQUIPMENT VENDORS, GENERAL CONTRACTOR, SUB CONTRACTORS AND OTHER SIMILAR ENTITIES ARE REQUIRED TO READ ALL THE CONTRACT DOCUMENTS INCLUDING DRAWINGS AND SPECIFICATIONS.
    - B. THE CONTRACTOR IS RESPONSIBLE TO INSTALL ALL EQUIPMENT IN ACCORDANCE WITH THE NEC AND ITS APPLICATION TO THE INSTALLATION ENVIRONMENT.
17. **HOMERUNS**
    - A. CONTRACTOR SHALL COORDINATE HOME RUNS BETWEEN PLAN VIEWS. WHERE ANY CONDUIT IS SHOWN IN ANY PLAN VIEW IT SHALL BE INSTALLED THE ENTIRE LENGTH AS MAY BE REQUIRED.
18. **READ THE SPECIFICATIONS**
    - A. REFER TO THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS. THERE ARE REQUIREMENTS NOTED IN THE SPECIFICATIONS WHICH ARE NOT INDICATED ON THE DRAWINGS.
19. **APPROVED SHOP DRAWINGS**
    - A. USE APPROVED SHOP DRAWINGS FOR LAY OUT OF EQUIPMENT. THE CONTRACT DOCUMENTS WILL VARY FROM THE SHOP DRAWINGS. INFORM THE ENGINEER IMMEDIATELY IF THERE ARE LAY OUT ISSUES OR INADEQUATE SPACE FOR EQUIPMENT OR CLEARANCES. LAND CONDUITS IN OPENINGS OF ENCLOSURES PER THE APPROVED SHOP DRAWINGS, DO NOT USE THE CONTRACT DRAWINGS.
20. **FUTURE FACILITIES**
    - A. WHERE FUTURE FACILITIES ARE INDICATED. CONDUIT ROUTING SHALL ACCOUNT FOR SUCH FACILITIES.

ELECTRICAL ABBREVIATIONS

CR	CONTROL RELAY	FO	FIBER OPTIC	OHC	OPEN–HOLD–CLOSE	SS	SELECTOR SWITCH OR
CP	CONTROL PANEL	FSA	FIELD SURGE ARRESTOR	OHU	OVER HEAD ELEC UTILITIES		316 STAINLESS STEEL
CPB	CONTROL PULL BOX	GFI	GROUND FAULT INTERRUPTER	OL	OVER LOAD RELAY	SWBD	SWITCH BOARD
CS	CONTROL STATION	HOA	HAND–OFF–AUTO	PB	PUSH BUTTON	TC	TIME CLOCK
CTB	CONTROL TERM. BOX	HOR	HAND–OFF–REMOTE	PDP	POWER DIST. PANEL	TOT	TOTALIZER
DISC	DISCONNECT SWITCH	LA	LIGHTNING ARRESTER	PM	POWER MONITOR	TS	TEST SWITCH
DMM	DIGITAL MULTIMETER	LOR	LOCAL–OFF–REMOTE	PNLBD	PANELBOARD	VCP	VENDOR CP
DS	DOOR SWITCH	M	MOTOR STARTER	PSA	PANEL SURGE ARRESTOR	VFD	VARIABLE FREQUENCY DRIVE
DTB	DISCRETE TERMINAL BOX	MCC	MOTOR CONTROL CENTER	R,G,A	RED, GREEN, AMBER PILOT LIGHT	WP	WEATHER PROOF
EN	ETHERNET	MLO	MAIN LUG ONLY	RGS	RIGID GALV. STEEL	WW	WIRE WAY
ETM	ELAPSED TIME METER	NF	NON FUSED OR	RO	READ OUT	ZSL	POSITION SWITCH CLOSED
F	FUSE		NANO FILTRATION	SA	SURGE ARRESTER	ZSO	POSTION SWITCH OPEN

ELECTRICAL LEGEND

- RACEWAY EXPOSED
- LIGHTING RACEWAY CONCEALED
- RACEWAY CONCEALED
- RACEWAY TURNED UP/DOWN
- (5) MOTOR
- TRANSFORMER
- FUSE
- CIRCUIT BREAKER
- CAPACITOR
- LIGHTNING ARRESTER
- SAFETY DISCONNECT SWITCH, HP RATED
- GROUND
- DUPLEX, 14" AFF
- SIMPLEX, 14" AFF
- NORMALLY OPEN CONTACT
- NORMALLY CLOSED CONTACT
- LEVEL SWITCH, FLOAT SWITCH
- PRESSURE SWITCH
- LIMIT SWITCH
- THERMAL SWITCH
- HEATER
- (G) PILOT LIGHT
- [ETM] ELAPSED TIME METER
- SELECTOR SWITCH
- PUSH BUTTON ON–OFF SWITCH
- $ SWITCH 48"AFF,
- $ 3 SWITCH 48"AFF, 3–WAY
- ENCLOSED COMBINATION STARTER
- [J] JUNCTION BOX
- PANELBOARD, ELECTRICAL EQUIP. ENCL
- //// CROSS HATCH DENOTES DELETION
- [MS] MANUAL MOTOR STARTER
- RED, MAINTAINED PUSH BUTTON
- TIMING CONTACT
- FLOW SWITCH
- CONTROL RELAY, MOTOR STARTER, ETC.
- (C01) DENOTES CONDUIT TAG 01
- (C01) (C02) DENOTES SEPARATE CONDUITS WITH SEPARATE WIRE
- (A–1) DENOTES PANELBOARD A, CIRCUIT 3



AERIAL SITE PLAN

SCALE: 1" = 40'

MATERIAL SCHEDULE

LOCATION	CONDUIT	MISC ENCLOSURE MATERIALS	MISC ENCLOSURE NEMA RATING	FASTENERS, STRUT, THREADED ROD, ETC.
EXTERIOR				
BELOW GRADE	PVC SCHED. 40	CONCRETE BOXES	N/A	316 SS
ABOVE GRADE	ALUMINUM	316 SS	4X	316 SS
INTERIOR				
ABOVE GRADE	ALUMINUM	PVC/ALUMINUM	1	316 SS

GENERAL NOTES

1. THE SCHEDULE SHALL ESTABLISH THE MINIMUM LEVEL OF QUALITY FOR MATERIALS. UNLESS OTHERWISE INDICATED ON THE DRAWINGS OR IN THE SPECIFICATIONS
2. THE SCHEDULE SHALL NOT APPLY TO POWER TRANSFORMERS, LIGHT FIXTURES AND THE LIKE, THOSE ELEMENTS ARE NOTED OR INDICATED ELSEWHERE

LEGEND

N/A	NOT APPLICABLE
316 SS	316 STAINLESS STEEL

CONDUIT LEGEND

4 TSP, 1#14, 1–1/2"C
- 1–1/2" CONDUIT SIZE
- 1 #14 WIRE
- 4 TWISTED SHIELDED PAIRS

100% SUBMITTAL

245807

C&W engineering
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(561) 642–5333
REGISTRATION NUMBERS
C & W ENGINEERING INC. CA# 33315
MICHAEL A. GUIDA, P.E. 60755

REV	DATE	REVISIONS	BY

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DRAWN BY: YGC
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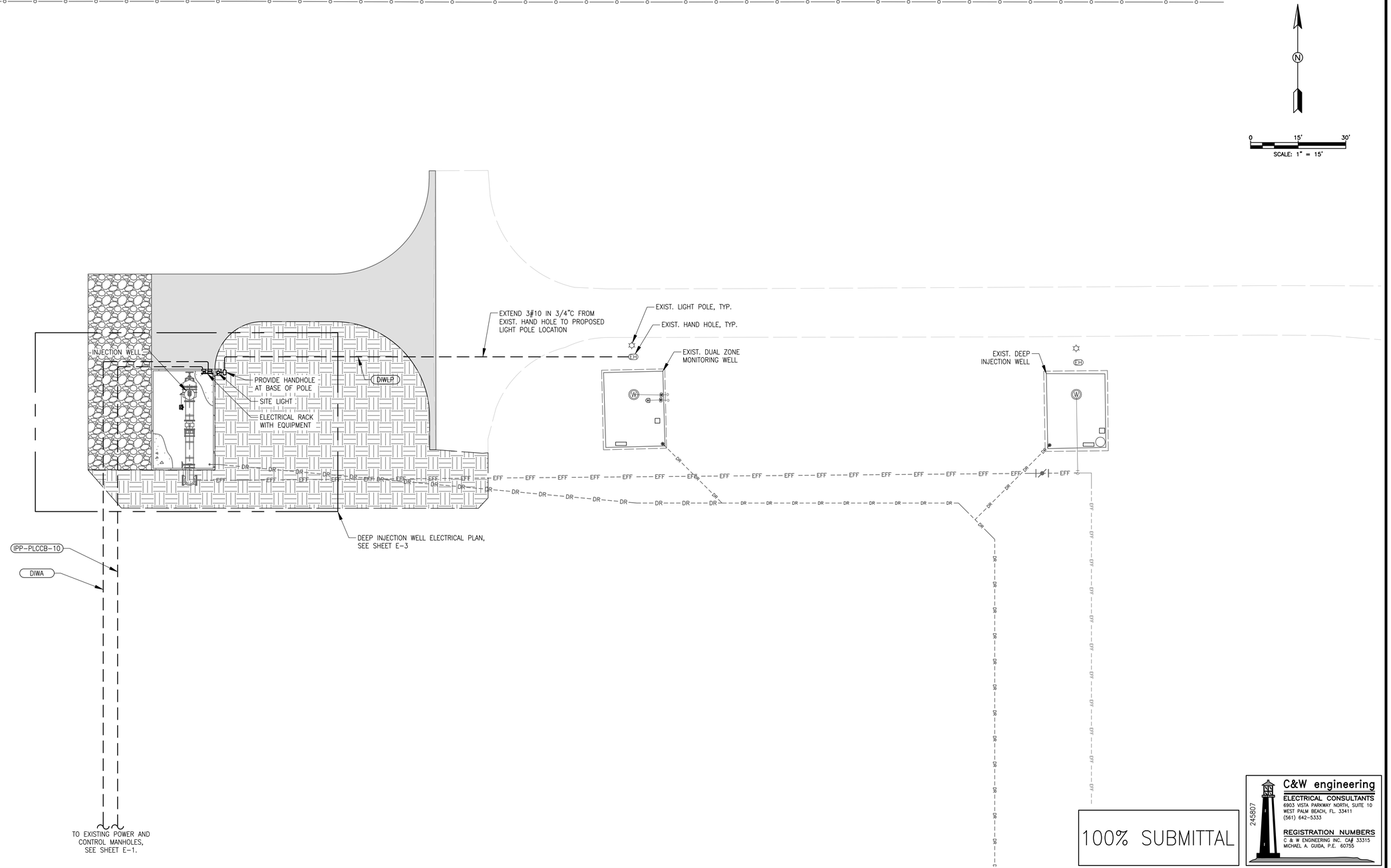
GLADES WASTEWATER TREATMENT PLANT
DEEP INJECTION WELL SYSTEM

ELECTRICAL NOTES & LEGEND

SHEET NUMBER
E-1

PSLUD PROJECT: 63–0007

DRAWING NAME: \\10.1.10.26\cw dropbox\JOBS\58–holtz consulting\245807 psl rangeline wtp & glades wwtp deep injection wells\DRAWINGS\glades wwtp\E–1 ELECTRICAL NOTES & LEGEND.dwg LAYOUT NAME: LEG – PLOTTED BY: Yoon – DATE: 10/3/2025 – 9:18 AM – HOLTZ CONSULTING ENGINEERS



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GLADES WASTEWATER TREATMENT PLANT
DEEP INJECTION WELL SYSTEM

OVERALL ELECTRICAL SITE PLAN

SHEET NUMBER
E-2

PSLUD PROJECT: 63-0007

DRAWING NAME: \\10.1.10.26\cw dropbox\JOBS\58-holtz consulting\245807 psl rangeline wtp & glades wwtp deep injection wells\DRAWINGS\glades wwtp\E-2 OVERALL ELECTRICAL SITE PLAN.dwg LAYOUT NAME: OVERALL - PLOTTED BY: Yoon - DATE: 10/3/2025 - 9:18 AM - HOLTZ CONSULTING ENGINEERS

GENERAL NOTES

1. INSTALL CONDUITS BELOW GRADE UNDER SLAB AND STUB UP NEAR EQUIPMENT.

GROUNDING SYSTEM NOTES

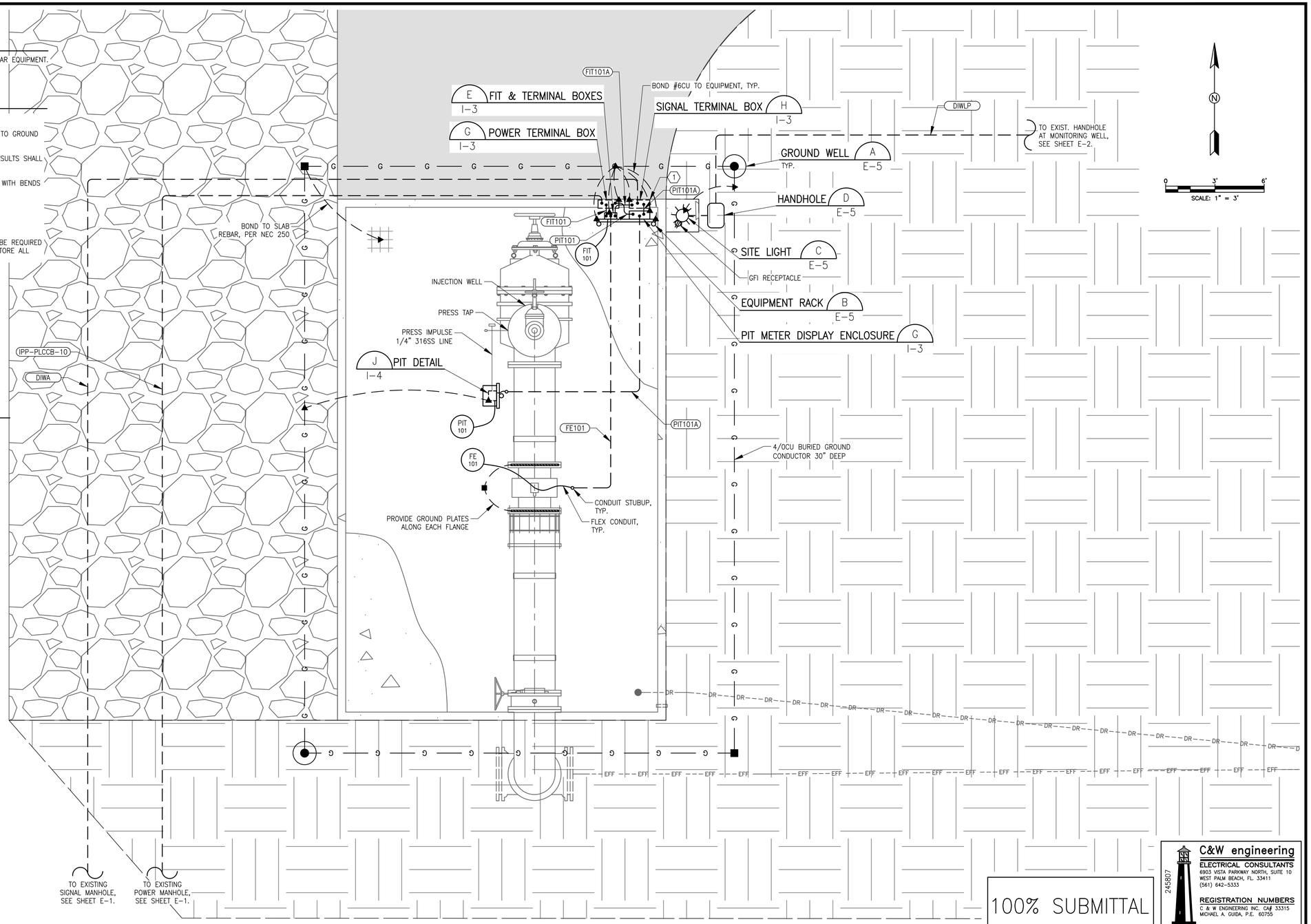
1. PROVIDE A BURIED GROUND CONDUCTOR BELOW GRADE.
2. BOND PIPE STANDS, LIGHT POLES, EQUIP. RACKS AND THE LIKE TO GROUND RING USING AN EXOTHERMIC WELD.
3. ELECTRICAL SUPPLIER SHALL TEST THE GROUND SYSTEM. THE RESULTS SHALL NOT BE GREATER THAN 5 OHMS.
4. ALL CONNECTIONS TO GROUND SYSTEM SHALL BE MADE IN LINE WITH BENDS NOMINAL 12" RADIUS IN THE DIRECTION OF CURRENT FLOW.
5. ALL BENDS IN GROUND WIRES SHALL BE NOMINAL 12" RADIUS.
6. SUPPLIER SHALL CONCEAL ALL CONDUCTORS.
7. SUPPLIER SHALL CUT AND PATCH ALL HARD SURFACES AS MAY BE REQUIRED FOR INSTALLATION OF GROUNDING SYSTEM. SUPPLIER SHALL RESTORE ALL DISTURBED AREAS TO THEIR ORIGINAL CONDITION.

GROUNDING LEGEND

- ■ 5/8" x 10' BURIED GROUND RODS
- ▲ CADWELD BOND
- ◉ GROUND WELL

SPECIFIC ELECTRICAL NOTES

(1) SIGNAL TERMINAL BOX MOUNTED BELOW PIT METER DISPLAY ENCLOSURE, SEE INSTALLATION DETAIL ON SHEET ###.



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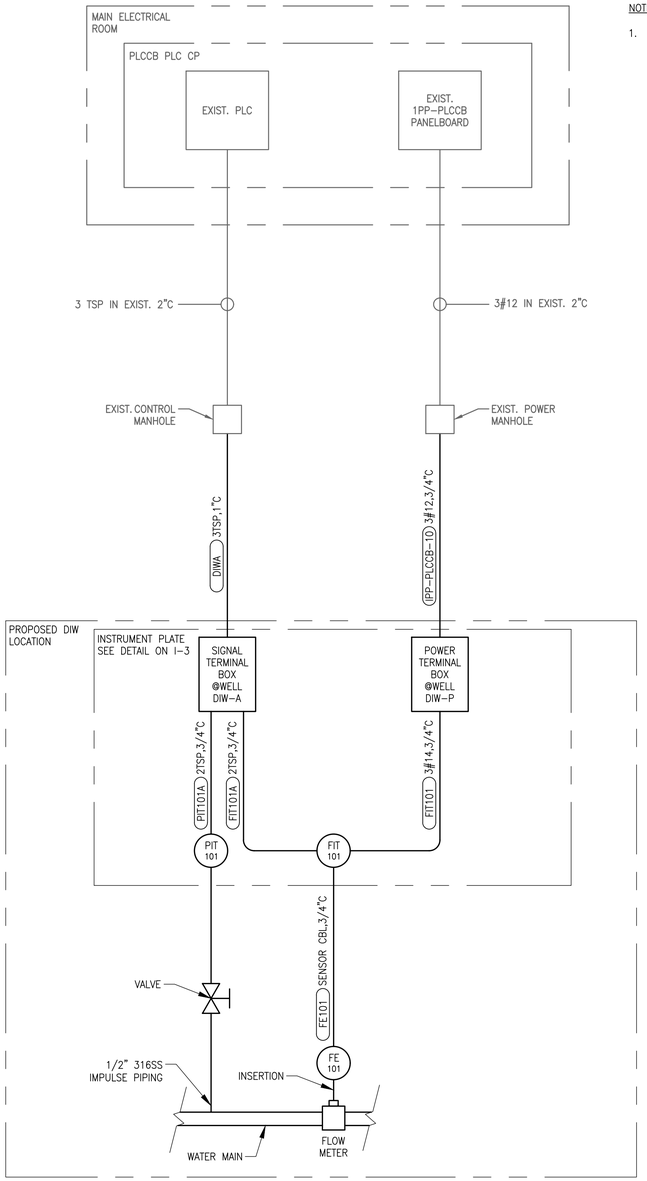
GLADES WASTEWATER TREATMENT PLANT
DEEP INJECTION WELL SYSTEM

DEEP INJECTION WELL ELECTRICAL PLAN

SHEET NUMBER
E-3

PSLUD PROJECT: 63-0007

DRAWING NAME: \\10.1.10.26\cw dropbox\JOBS\58-holtz consulting\245807 psl rangeline wtp & glades wwtp deep injection wells\DRAWINGS\glades wwtp\E-3 DEEP INJECTION WELL ELECTRICAL PLAN.dwg LAYOUT NAME: INSTALL – PLOTTED BY: Yoan – DATE: 10/3/2025 – 9:19 AM – HOLTZ CONSULTING ENGINEERS



DIW ONELINE DIAGRAM

NOTES:

1. FOR TSP CABLE USE BELDEN #1031A, 18 GA. SHIELDED TWISTED PAIR.

EXISTING PANELBOARD IPP–PLCCB SCHEDULE

WIRE SIZE	COND SIZE	BUS AMPS A	B	C	LOAD	POLES	AMPS	BUS A B C	AMPS	POLES	LOAD	BUS AMPS A	B	C	WIRE SIZE	COND SIZE
EX.	EX.				24DCSL1	1	20	1 2	20	1	PLCCCBL1				EX.	EX.
EX.	EX.				CBOML1	1	20	3 4	10	1	SECURITY OUTLET				EX.	EX.
EX.	EX.				WIT7101/4	1	10	5 6	20	1	GSP RECEPTACLE				EX.	EX.
EX.	EX.				FIT5101	1	10	7 8	15	1	SPARE				EX.	EX.
EX.	EX.				LIT/AIT 5101	1	10	9 10	20	1	DIW		7		3#12	EX.2"
EX.	EX.				CH 7101	1	10	11 12								
EX.	EX.				CH 7102	1	10	13 14								
EX.	EX.				CHLORINE LEAK DETECTOR 7	1	10	15 16								
EX.	EX.				FIT 8101	1	10	17 18								
EX.	EX.				LIT 8101	1	10	19 20								
EX.	EX.				AIT 7101	1	10	21 22								
EX.	EX.				AIT 7102	1	10	23 24								
EX.	EX.				AIT 7103	1	10	25 26								
EX.	EX.				WIT 7105/8	1	10	27 28								
EX.	EX.				FIT 10101	1	10	29 30								
EX.	EX.				TURBIDITY (B)	1	20	31 32								
EX.	EX.				PH (B)	1	20	33 34								
EX.	EX.				CL17 (B)	1	20	35 36								
EX.	EX.				MCCCB02A DEVICENET	1	20	37 38								
EX.	EX.				MCCCB01 DEVICENET	1	20	39 40								
EX.	EX.				MCCCB02 / CBMDP DEVICENET	1	20	41 42								

RATED VOLTAGE: ■120/208 □480 3ø, 4 WIRE		BRANCH POLES: □12 □20 □30 ■42	APPROVED MF'RS. CUTLER HAMMER, SQD OR GE ONLY
RATED AMPS: ■100 □225 □400 □____		CABINET: ■SURFACE □FLUSH	NEMA □1 □3R ■4X
□ MAIN LUGS ONLY	MAIN 70 AMPS ■BREAKER □FUSED SWITCH	■HINGED DOOR	■KEYED DOOR LATCH
□ FUSED	■ CIRCUIT BREAKER (BOLT–IN) BRANCH DEVICES	□ _____ TO BE GFI BREAKERS	FULL NEUTRAL BUS / GROUND BUS
ALL BREAKERS MUST BE RATED TO INTERRUPT A SHORT CIRCUIT ISC OF 25,000 AMPS SYMMETRICAL.			

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(561) 642–5333
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C & W ENGINEERING INC. CA# 33315
MICHAEL A. GUIDA, P.E. 60755
245807

REV	DATE	REVISIONS	BY

DATE: OCTOBER 2025
DESIGN BY: JLR
DRAWN BY: YGC
CHECK BY: MAC

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LICENSE NO: 60755

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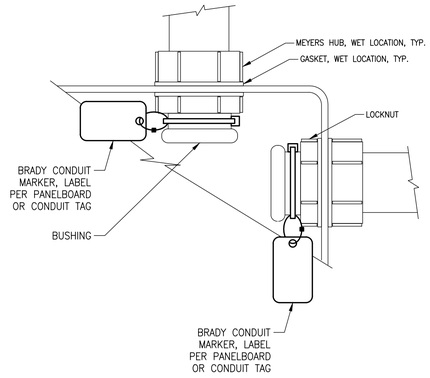
GLADES WASTEWATER TREATMENT PLANT
DEEP INJECTION WELL SYSTEM

ELECTRICAL ONELINE

SHEET NUMBER
E-4

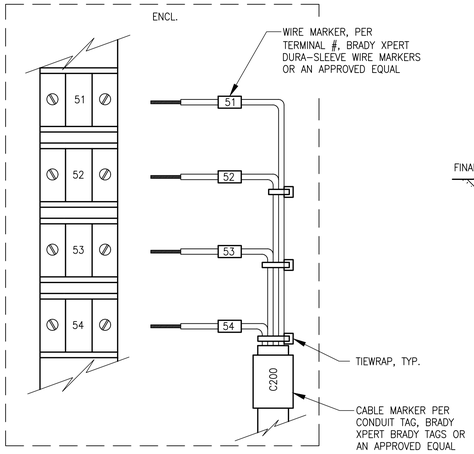
PSLUD PROJECT: 63–0007

DRAWING NAME: \\10.1.10.26\cw dropbox\JOBS\58–holtz consulting\245807 psl rangeline wtp & glades wwtp deep injection wells\DRAWINGS\glades wwtp\E–4 ELECTRICAL ONELINE.dwg LAYOUT NAME: ONELINE – PLOTTED BY: Yoan – DATE: 10/3/2025 – 9:19 AM – HOLTZ CONSULTING ENGINEERS



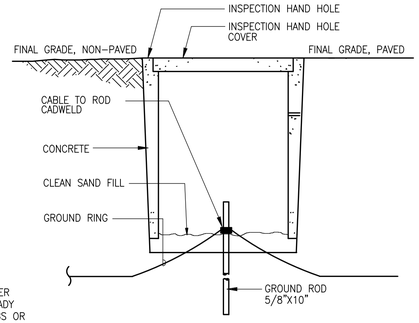
CONDUIT TERMINATION DETAIL

NTS



TERMINATION EXAMPLE DETAIL

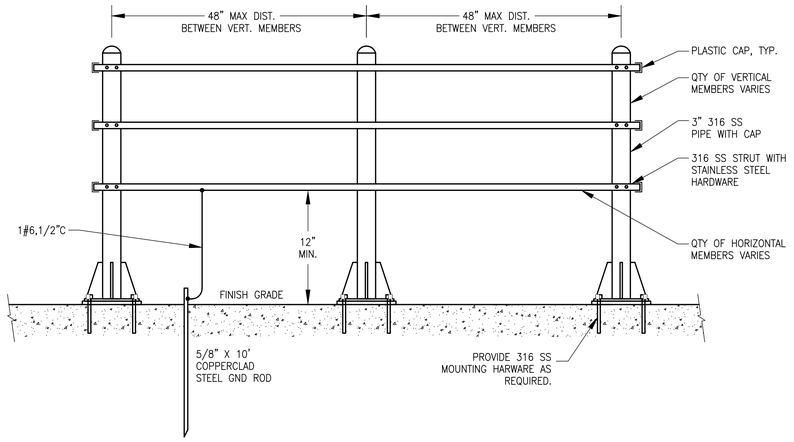
NTS



GROUND WELL

NTS

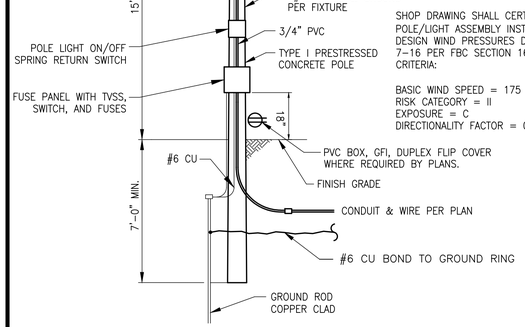
A



EQUIPMENT RACK DETAIL

NTS

B



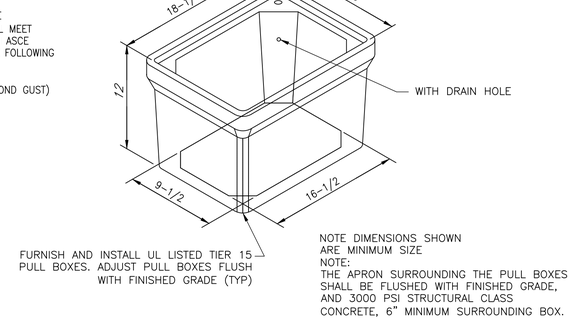
SHOP DRAWING SHALL CERTIFY THAT THE POLE/LIGHT ASSEMBLY INSTALLATION WILL MEET DESIGN WIND PRESSURES DERIVED FROM ASCE 7-16 PER FBC SECTION 1609 FOR THE FOLLOWING CRITERIA:

BASIC WIND SPEED = 175 MPH (3 SECOND GUST)
RISK CATEGORY = II
EXPOSURE = C
DIRECTIONALITY FACTOR = 0.85

LIGHTPOLE

NTS

C

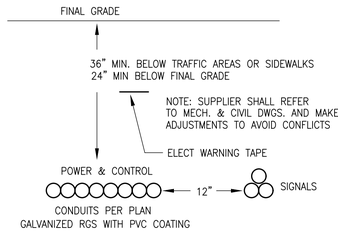


NOTE DIMENSIONS SHOWN ARE MINIMUM SIZE
NOTE:
THE APRON SURROUNDING THE PULL BOXES SHALL BE FLUSHED WITH FINISHED GRADE, AND 3000 PSI STRUCTURAL CLASS CONCRETE, 6" MINIMUM SURROUNDING BOX.

HANDHOLE DETAIL

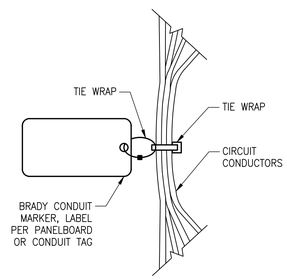
NTS

D



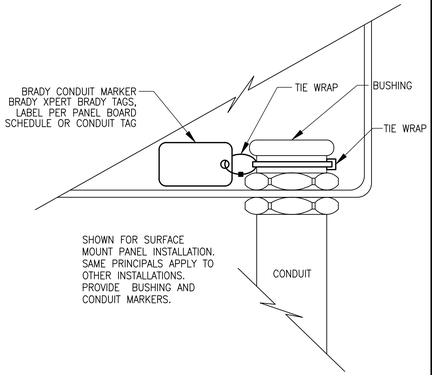
DIRECT BURIED CONDUIT

NTS



CIRCUIT MARKER DETAIL

NTS



CONDUIT DETAIL

NTS

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245807

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LICENSE NO: 60755

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT

GLADES WASTEWATER TREATMENT PLANT
DEEP INJECTION WELL SYSTEM

ELECTRICAL DETAILS

SHEET NUMBER
E-5

PSLUD PROJECT: 63-0007

DRAWING NAME: \\10.1.10.26\cw dropbox\JOBS\58-holtz consulting\245807 psl rangeline wtp & glades wwtp deep injection wells\DRAWINGS\glades wwtp\E-5 ELECTRICAL DETAILS.dwg LAYOUT NAME: DET - PLOTTED BY: Yoon - DATE: 10/3/2025 - 9:19 AM - HOLTZ CONSULTING ENGINEERS

PROCESS & INSTRUMENTATION LEGEND

- STATUS LIGHT, PANEL MOUNTED
- AUDIBLE HORN
- PANEL MOUNTED DEVICE
- SUB PANEL MOUNTED DEVICE
- FIELD MOUNTED DEVICE
- COMPUTER FUNCTION
- PLC FUNCTION
- PANEL MOUNTED HARDWIRED LOGIC
- CONTINUATION
- WIRING CONTINUATION
- HOSE CONNECTION
- ANNUNCIATOR WINDOW/POINT
- SOLENOID VALVE
- FLUSHING CONNECTION
- INSERTION MAGMETER
- SAMPLE POINT
- CONTROL SIGNAL RELAY
- MANUAL BUTTERFLY VALVE
- MANUAL GATE VALVE
- MANUAL BALL VALVE
- SWING ARM CHECK VALVE
- ROTAMETER
- FLOW ELEMENT (VENTURI)
- FLOW ELEMENT (ORIFICE PLATE)
- FLOW RESTRICTER
- LEVEL (BUBBLE TUBE)
- LEVEL (FLOAT)
- CHEMICAL METER PUMP
- FLOW METER (MAGNETIC)
- PLC INPUT/OUTPUT POINT
- DIAPHRAM SEALS, FACTORY FACTORY FILLED SILICONE
- PRIMARY PROCESS LINE
- EXISTING PROCESS LINE
- ELECTRICAL SIGNAL (PROPOSED)
- ELECTRICAL SIGNAL (EXISTING)
- VENDOR SUPPLIED CABLE
- 120V POWER SUPPLY
- FLOOR DRAIN
- PROCESS FLUME
- INSTRUMENT AIR COMPRESSOR
- STATIC MIXER
- PRESSURE SENSOR (FLANGE)
- DUPLEX GFR
- AIR RELIEF VALVE
- FLOW SWITCH
- OPERATOR I'FACE

AE XYZ XX — FUNCTIONAL INDENTIFICATION

XX – ANALYZER
CLR – CHLORINE RESIDUAL
COND – CONDUCTIVITY
DO – DISSOLVED OXYGEN
TURB. – TURBIDITY
pH – pH
TSS – TOTAL SUSPENDED SOLIDS

MEANINGS OF IDENTIFICATION LETTERS

	FIRST LETTER		SUCCEEDING LETTERS		
	MEASURED OR INITIATING VARIABLE	MODIFIER	READOUT OR PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER
A	ANALYSIS		ALARM		
B	USERS' CHOICE		USER'S CHOICE	USER'S CHOICE	USER'S CHOICE
C	CONDUCTIVITY (ELECTRICAL)			CONTROL	
D	DENSITY (MASS) OR SPECIFIC GRAVITY	DIFFERENTIAL			
E	VOLTAGE (EMF)		PRIMARY ELEMENT		
F	FLOW RATE	RATIO (FRACTION)			
G	GAUGING (DIMENSIONAL)		GLASS		
H	HAND (MANUALLY INITIATED)		AUDIBLE HORN		HIGH
I	CURRENT (ELECTRICAL)		INDICATE		
J	POWER	SCAN			
K	TIME OR TIME SCHEDULE			CONTROL STATION	
L	LEVEL		LIGHT (PILOT)		LOW
M	MOISTURE OR HUMIDITY				MIDDLE OR INTERMEDIATE
N	AMPLITUDE		USER'S CHOICE	USER'S CHOICE	USER'S CHOICE
O	USER'S CHOICE		ORIFICE (RESTORATION)		
P	PRESSURE OR VACUUM		POINT (TEST CONN.)		
Q	QUANTITY OR EVENT	INTEGRATE OR TOTALIZE			
R	RUN		RELAY		
S	SPEED OR FREQUENCY	SAFETY		SWITCH	
T	TEMPERATURE			TRANSMIT	
U	MULTIVARIABLE		MULTIFUNCTION	MULTIFUNCTION	MULTIFUNCTION
V	VISCOSITY			VALVE, DAMPER OR LOUVER	
W	WEIGHT OR FORCE		WELL		
X	FAILURE				
Y	USER'S CHOICE			RELAY OR COMPUTE	
Z	POSITION			DRIVE, ACTUATE OR UNCLASSIFIED FINAL CONTROL ELEMENT	

GENERAL NOTES

1. THE I SHEETS SHALL BE USED FOR GENERAL ARRANGEMENT OF INSTRUMENTS, FIELD CONTROL PANELS, VENDOR CONTROL PANELS AND THE LIKE AND TO SHOW PLC AND OPERATOR INTERFACE REQUIREMENTS. IT IS NOT MEANT TO SHOW MECHANICAL EQUIPMENT REQUIREMENTS, SIZES AND THE LIKE. IF CONTRADICTIONS OCCUR BETWEEN THE I SHEETS AND MECHANICAL SHEETS, PROCESS PIPING, YARD PIPING AND THE LIKE, THE OTHER SHEETS SHALL HAVE PRECEDENCE.

ABBREVIATIONS

AI	ANALOG INPUT
AO	ANALOG OUTPUT
AM	AUTOMATIC OR MANUAL
ATB	ANALOG TERMINAL BOX
CL	CHLORINE
CP	CONTROL PANEL
CTM	CURRENT TRIP MODULE
DI	DISCRETE INPUT
DN	DEVICE NET
DO	DISCRETE OUTPUT
DTB	DISCRETE TERMINAL BOX
EN	ETHERNET
ES	ELECTRICAL SUPPLY
ETM	ELAPSED TIME METER
F	FLUORIDE
FCD	FLOW CONTROL DAMPER
FCV	FLOW CONTROL VLV, OPEN–CLOSE
FMD	FLOW MODULATING DAMPER
FMV	FLOW MODULATING VALVE
FOC	FIBER OPTIC CABLE
FP	FIELD PANEL
HO	HAND OR OFF
HOA	HAND OR OFF OR AUTOMATIC
HOR	HAND OR OFF OR REMOTE
LA	LOCAL OR AUTO
LR	LOCAL OR REMOTE
LOR	LOCAL OFF REMOTE
MB	MOD BUS
MB+	MOD BUS PLUS
MCC	MOTOR CONTROL CENTER
MCP	MAIN CONTROL PANEL
MOA	MANUAL OR OFF OR AUTOMATIC
MOD	MODULATING
OC	OPEN OR CLOSE
OAC	OPEN AUTO CLOSE
OHC	OPEN OR HOLD OR CLOSE
PB	PUSH BUTTON
PCP	POSITION CONTROL PROCESSOR
PLC	PROGRAMMABLE LOGIC CONTROLLER
RCT	REPEAT CYCLE TIMER
RTM	RUN TIME METER
RO	READ OUT, DIGITAL
SDI	SILT DENSITY INDEX
SI	SIGNAL ISOLATOR
S.P.	SAMPLE POINT
TCLR	TOTAL CHLORINE
VFD	VARIABLE FREQUENCY DRIVE
YN	YES OR NO

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245807

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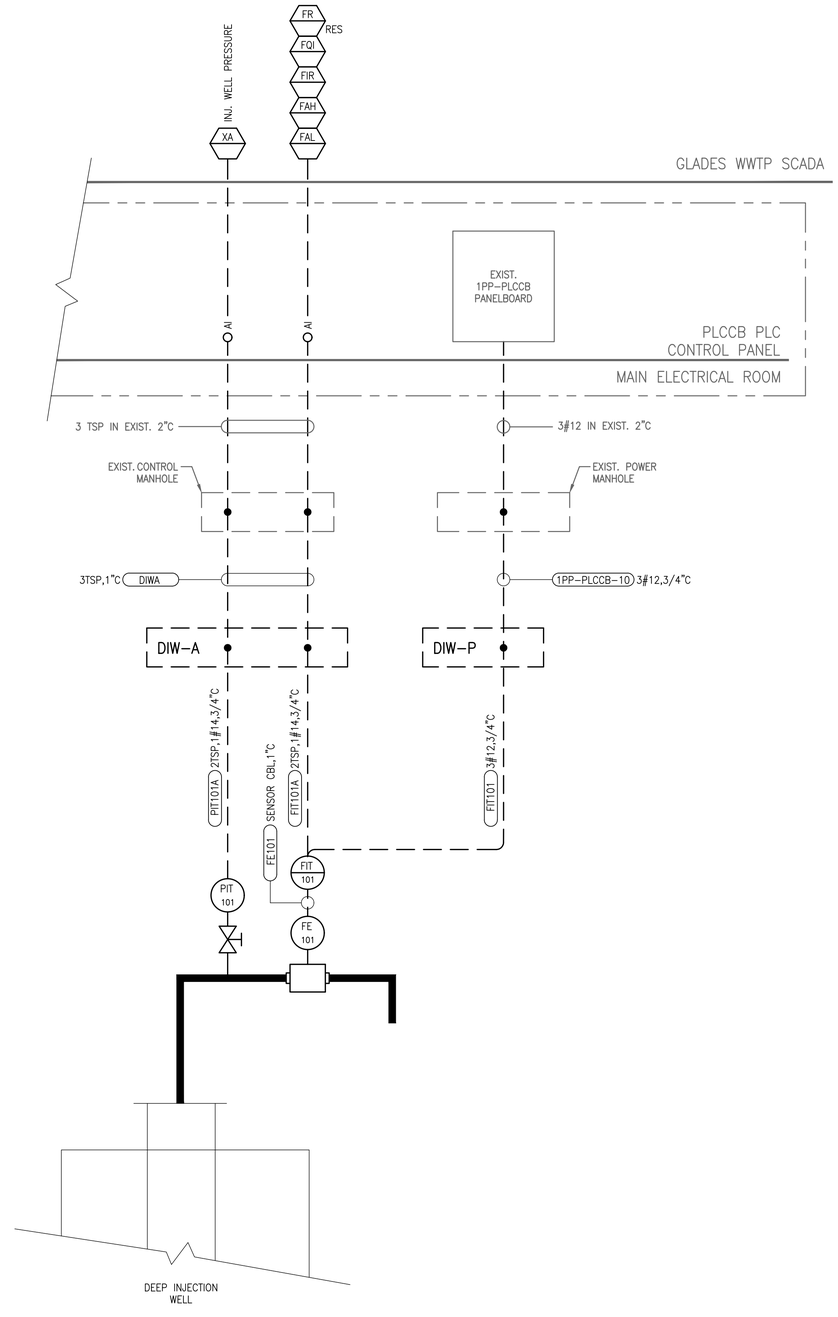
GLADES WASTEWATER TREATMENT PLANT
DEEP INJECTION WELL SYSTEM

I&C LEGEND

SHEET NUMBER
I-1

PSLUD PROJECT: 63-0007

DRAWING NAME: \\10.1.10.26\cw dropbox\JOBS\58-holtz consulting\245807 psl rangeline wtp & glades wwtp deep injection wells\DRAWINGS\glades wwtp\I-1 I&C LEGEND.dwg LAYOUT NAME: I1 – PLOTTED BY: Yoan – DATE: 10/3/2025 – 9:19 AM – HOLTZ CONSULTING ENGINEERS



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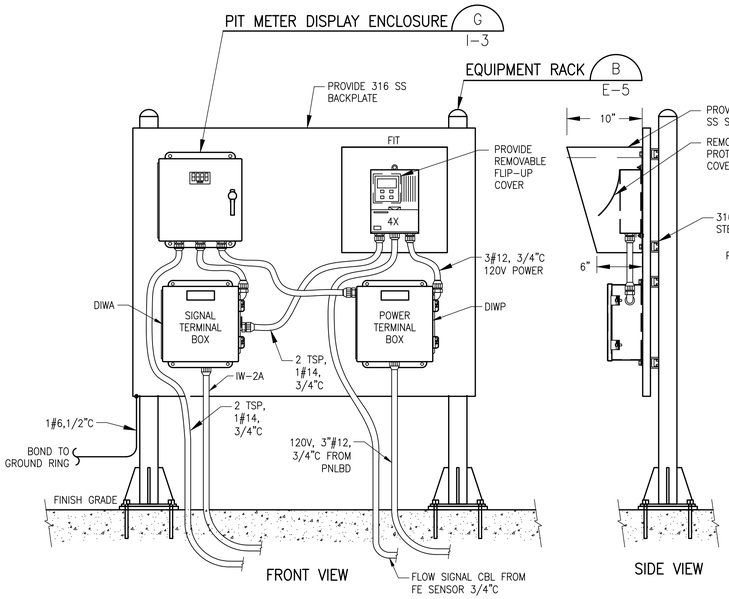
GLADES WASTEWATER TREATMENT PLANT
DEEP INJECTION WELL SYSTEM

PROPOSED IW I&C DIAGRAM

SHEET NUMBER
I-2

PSLUD PROJECT: 63-0007

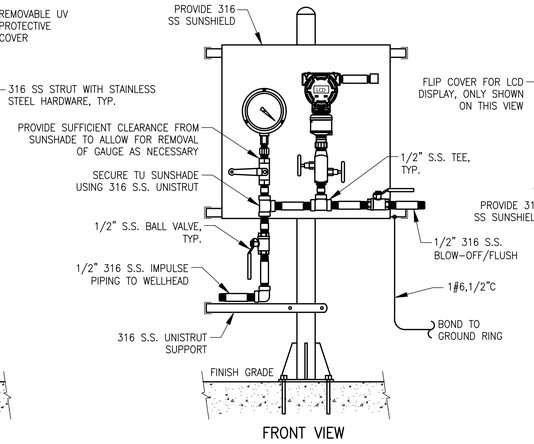
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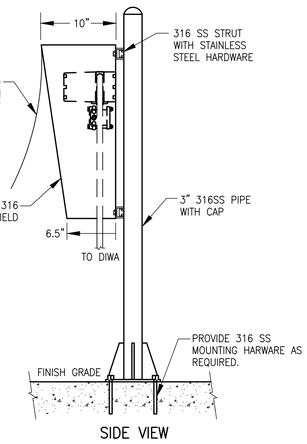


FIT & TERMINAL BOXES DETAIL

NTS, TYPICAL

E

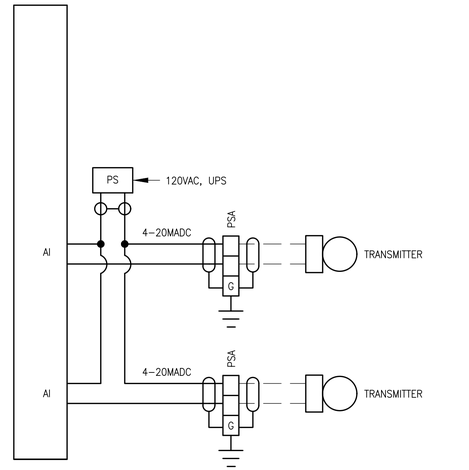




PIT MOUNTING DETAIL

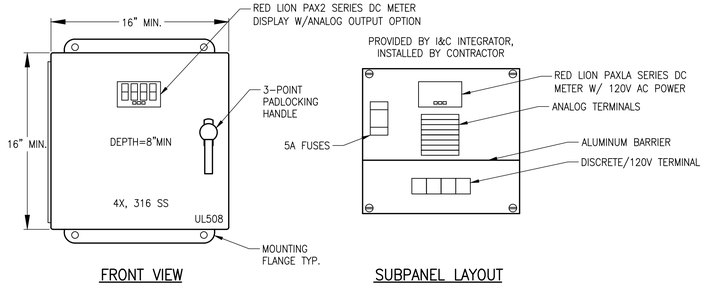
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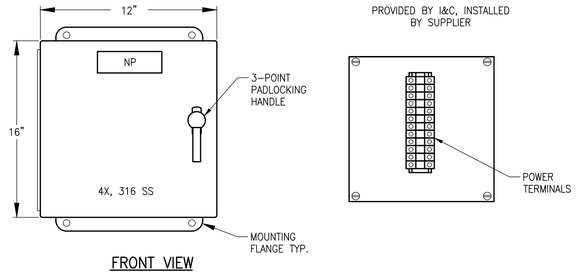
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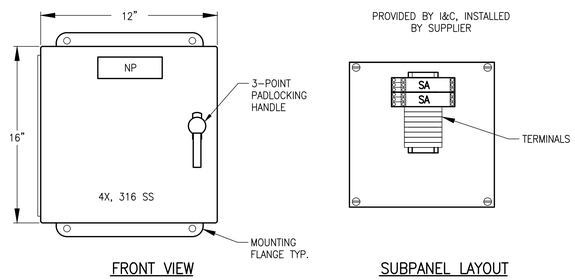


TYPICAL AI LOOP DIAGRAM

NTS







PIT METER DISPLAY ENCLOSURE

NTS

G

POWER TERMINAL BOX

NTS

H

SIGNAL TERMINAL BOX DETAIL

NTS

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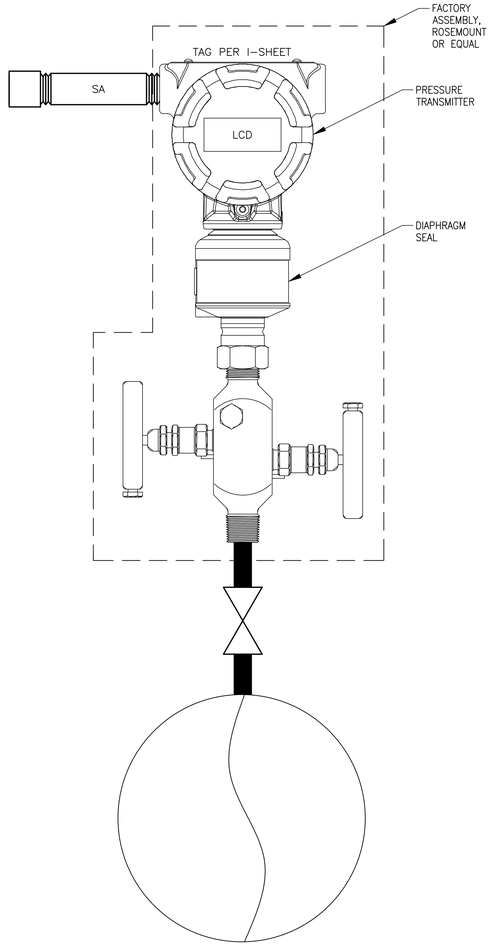
GLADES WASTEWATER TREATMENT PLANT
DEEP INJECTION WELL SYSTEM

I&C DETAILS, SHEET 1

SHEET NUMBER
I-3

PSLUD PROJECT: 63-0007

DRAWING NAME: \\10.1.10.26\cw dropbox\JOBS\58-holtz consulting\245807 psl rangeline wtp & glades wwtp deep injection wells\DRAWINGS\glades wwtp\I-3 I&C DETAILS, SHEET 1.dwg LAYOUT NAME: I3 - PLOTTED BY: Yoan - DATE: 10/3/2025 - 9:19 AM - HOLTZ CONSULTING ENGINEERS



NOTES:

1. PRESSURE INSTRUMENT SHALL BE FACTORY MOUNTED TO THE DIAPHRAGM SEAL, AS SPECIFIED.
2. PRESSURE INSTRUMENT/DIAPHRAGM SHALL BE FACTORY CALIBRATED AND TESTED TO THE SPECIFIED INSTRUMENT RANGE.
3. TAP EXISTING PIPE WITH 3/4" FNPT. CONFIRM SIZE WITH INSTRUMENT SUPPLIER.
4. SEE OTHER DRAWINGS FOR CONDUIT & WIRE
5. FINAL INSTALLATION REQUIREMENTS PER APPROVED SHOP DRAWINGS.
6. ALL PIPING, VALVES, AND FITTINGS SHALL BE 316SS
7. PIT SHALL BE MOUNTED TO PIPE WITH 316SS DOUBLE-STRAP SUPPORT.

PIT DETAIL

NTS

J

100% SUBMITTAL

245807
C&W engineering
ELECTRICAL CONSULTANTS
6903 VISTA PARKWAY NORTH, SUITE 10
WEST PALM BEACH, FL. 33411
(561) 642-5333
REGISTRATION NUMBERS
C & W ENGINEERING INC. CA# 33315
MICHAEL A. GUIDA, P.E. 60755

REV	DATE	REVISIONS	BY

DATE: OCTOBER 2025
DESIGN BY: JLR
DRAWN BY: YGC
CHECK BY: MAC

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

HOLTZ CONSULTING ENGINEERS, INC.
607 SW ST. LUCIE CRESCENT, SUITE 103
STUART, FLORIDA 34994
PH. (772) 919-4905
CERTIFICATE OF AUTH. No. 26960

McNABB-MILLER HYDROGEOLOGIC CONSULTING, INC.

MICHAEL A. GUIDA, PE
LICENSE NO: 60755

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT

GLADES WASTEWATER TREATMENT PLANT
DEEP INJECTION WELL SYSTEM

I&C DETAILS, SHEET 2

SHEET NUMBER
I-4

PSLUD PROJECT: 63-0007

DRAWING NAME: \\10.1.10.26\cw dropbox\JOBS\58-holtz consulting\245807 psl rangeline wtp & glades wwtp deep injection wells\DRAWINGS\glades wwtp\I-4 I&C DETAILS, SHEET 2.dwg LAYOUT NAME: I4 - PLOTTED BY: Yoan - DATE: 10/3/2025 - 9:19 AM - HOLTZ CONSULTING ENGINEERS

10 Day Bid Bond Notice

E-Bid # 20260079

Glades Wastewater Treatment Facility

Date: January 13, 2026

All original Bid Bonds must be received, and time stamped in the Procurement Management Department no later than 10 business days from today's date. Bond must be received by January 27, 2026 , or your bid **may** be deemed nonresponsive. All Bid Bonds are mandatory even if you may not be the apparent low bidder.

There will be no exceptions made.

Thank you

Glades Wastewater Treatment Facility Deep Injection Well NO.2

RFP # 20260079

Proposal Submission Deadline: January 12, 2026 – 3:00 P.M EST.

Proposals Submitted: 1

Vendor	Status	Submission Date	No Bid Reason
Youngquist Brothers, LLC	Submitted	January 12, 2026	N/A
Florida Design Drilling, LLC	No Bid	January 12, 2026	*Unfortunately FDD's current rig schedule would not allow us to responsibly meet the timeline of this project.* N/A
	Submitted		N/A

City of Port St. Lucie
Procurement Management Division
121 SW Port St. Lucie Blvd,, Port St. Lucie, FL 34984
(772) 871-5223

ADDENDA REPORT

IFB No. 20260079

Glades Wastewater Treatment Facility Deep Injection Well No. 2

RESPONSE DEADLINE: January 12, 2026 at 3:00 pm

Friday, February 27, 2026

Addenda Issued:

Addendum #1
Nov 20, 2025 10:37 AM
Please use the See What Changed link to view all the changes made by this addendum. Please be advised that the question submittal deadline and the bid submittal deadline have both been extended.

Addendum #2
Dec 8, 2025 11:06 AM
Measurement and Payment - Hose Bibb

Attachments:
· Addendum #2

Addendum #3
Dec 22, 2025 3:09 PM
Please use the See What Changed link to view all the changes made by this addendum.

Addendum #4
Dec 26, 2025 9:43 AM
Please use the See What Changed link to view all the changes made by this addendum. **The submission has been extended to January 12, 2026, and in Section 7 — Cost Table, lines 27 and 28, the quantities have been revised.**

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Youngquist Brothers, LLC	X	Jan 12, 2026 12:47 PM	Matt Young

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By

Youngquist Brothers, LLC	X	Jan 12, 2026 12:47 PM	Matt Young

Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
Youngquist Brothers, LLC	X	Jan 12, 2026 12:47 PM	Matt Young

Addendum #4

Proposal	Confirmed	Confirmed At	Confirmed By
Youngquist Brothers, LLC	X	Jan 12, 2026 12:47 PM	Matt Young

City of Port St. Lucie
Procurement Management Division
India Barr, Procurement Contracting Officer, II
121 SW Port St. Lucie Blvd,, Port St. Lucie, FL 34984
(772) 344-4055

QUESTION & ANSWER REPORT

IFB No. 20260079

Glades Wastewater Treatment Facility Deep Injection Well No. 2

RESPONSE DEADLINE: January 12, 2026 at 3:00 pm

Friday, February 27, 2026

Approved, Unanswered Questions

Approved, Answers Provided

1. No subject

Nov 18, 2025 3:46 PM

Question: Can a sub-contractor carry the well drilling license for the prime bidding contractor

Nov 18, 2025 3:46 PM

Answered by India Barr: That is a good question, unfortunately they cannot.

Nov 20, 2025 10:27 AM

2. Question Deadline

Nov 19, 2025 10:14 AM

Question: Due to the Thanksgiving holiday, can the deadline for questions please be extended until December 5th to allow the Contractor ample time to review all bid documents?

Nov 19, 2025 10:14 AM

Answered by India Barr: Yes , the question and bid submittal deadlines have both been extended.

Nov 20, 2025 10:38 AM

3. IFB Section 1.7 (Potential Funding Source & Requirements)

Nov 22, 2025 12:04 PM

Question: This reference discusses the possibility of utilizing state or federal funding, although no current funding exists, and further states "...the City may unilaterally amend terms of this Contract by notice to Contractor to comply with the requirements of law or any grant agreement that the City determines it may wish to utilize to compensate Contractor. Contractor's agreement to comply with these requirements is a material part of the Contract, and Contractor's failure to so comply shall be a breach of this Contract." State or federal funding requirements would fundamentally change how the Contractor's bid is prepared, and imposing these funding requirements post-bid materially changes procurement, labor and compliance obligations. We request removal of IFB Section 1.7 titled "Potential Funding Source and Requirements" and to please confirm as soon as possible that there are no AIS, DBRA, BABA or similar requirements that would carry premium wage or domestic material requirements.

Nov 22, 2025 12:04 PM

Answered by Colleen Jacobsen: The contract language cannot be removed due to existing federal funding applications which are pending award. Removal of the language could disqualify the City from receiving the requested funding. All bidders are instructed to bid the project as BABA and Davis Bacon.

Dec 1, 2025 9:53 AM

4. Electric

Dec 5, 2025 4:37 PM

Question: Please provide pictures of the panels inside the electrical room where tie-ins for new work will occur.

Dec 5, 2025 4:37 PM

Answered by India Barr: An onsite pre-proposal meeting was held November 24, 2025. Potential proposers had the opportunity at that time to request to photograph panels inside the electrical room. Pictures are not available at this time.

Dec 9, 2025 11:44 AM

5. IFB, Section 9, 9.2 Best Value Analysis

Dec 5, 2025 4:37 PM

Question: This section titled "Best Value Analysis" discusses criteria that "will be used to select the bid that will provide the best value to the City." Does the city have a pre-determined or publicly available ranking system to share with the bidders?

Dec 5, 2025 4:37 PM

Answered by India Barr: The City does not have a pre-determined or publicly available ranking system to share with the proposers.

Dec 9, 2025 11:45 AM

6. IFB, Section 1, 1.6.1 Hours of Service

Dec 5, 2025 4:38 PM

Question: Please confirm non-drilling related activities may occur 7 days a week, and drilling activities may occur on a 24/7 schedule.

Dec 5, 2025 4:38 PM

Answered by India Barr: Non-drilling related activities predominantly may occur 7 days a week during daylight hours, and drilling activities predominantly may occur on a 24/7 schedule. There are certain activities that may require a more limited schedule. One example is an activity that requires inspection by FDEP. The City reserves the right to implement a more limited schedule for specific circumstances.

Dec 9, 2025 11:45 AM

7. General

Dec 5, 2025 4:38 PM

Question: What is the Engineer's estimate for this project?

Dec 5, 2025 4:38 PM

Answered by India Barr: An engineer’s estimate is not publicly available.

Dec 9, 2025 11:46 AM

8. Notice to Proceed

Dec 5, 2025 4:38 PM

Question: Will the City consider issuing a Limited Notice to Proceed to the successful bidder for the purpose of material procurement, with the full NTP negotiated after?

Dec 5, 2025 4:38 PM

Answered by India Barr: For purposes of preparing and submitting a proposal, the Proposer should assume that the City will not consider issuing a Limited Notice to Proceed for the purpose of material procurement with the full NTP negotiated after.

Dec 9, 2025 11:47 AM

9. IFB, Section 2, 2.1 Experience Requirements

Dec 5, 2025 4:39 PM

Question: This section states bidders "must have successfully completed two large-diameter UIC Class I deep injection wells in Florida within the past five years" and that "each well must have a final casing diameter of at least 24 inches and a setting depth of at least 2,000 feet below pad level." Should the depth and 24" diameter requirement be increased to a depth/size more comparable for this project?

Dec 5, 2025 4:39 PM

Answered by India Barr: No changes will be made.

Dec 10, 2025 10:00 AM

10. IW-1 Pressure Test & Injection Test

Dec 5, 2025 4:50 PM

Question: The scope of work includes performing a pressure test and injection test on IW-1 to re-rate the allowable wellhead pressure and the maximum injection capacity of the well. During the pre-bid it was discussed the pressure test was needed to account for the potential increase in pressure at the wellhead during the injection test due to downhole conditions. We request adding language that the Contractor is not responsible for any damage to the existing wellhead that may occur as a result of the potential increased pressure.

Dec 5, 2025 4:50 PM

Answered by India Barr: No additional language will be included in reference to testing on IW-1.

Dec 9, 2025 11:54 AM

11. Section 02770, 3.4, G.

Dec 5, 2025 4:58 PM

Question: This reference states in part, "The injection test of IW-1 shall be run at a pumping rate of approximately 2,000 gpm for two hours, 4,500 gpm for two hours and approximately, but not less than, 18,350 gpm for four hours as directed by the CONSULTANT." Based on the ID of the FRP, we estimate the max pumping rate to be approximately 23 feet/second. Has the FRP manufacturer been consulted on this pumping rate? We request adding language that the Contractor is not responsible for any damage to the FRP or other well components that may occur as a result of this injection test.

Dec 5, 2025 4:58 PM

Answered by India Barr: As noted in the specifications, pressure testing shall be performed in the annulus of IW-1 as specified prior to performing the injection test. If during injection testing, a wellhead pressure is reached that is 2/3 the pressure observed during the pressure test, the injection rate that results in the 2/3 tested wellhead pressure shall be used as the maximum injection rate. Information concerning consultation with the FRP manufacturer is not available. No additional language will be included in the specifications in reference to the Contractor’s responsibilities in regards to damage to the FRP or other well components from injection testing.

Dec 9, 2025 11:55 AM

12. No subject

Dec 8, 2025 4:18 PM

Question: Table, line items 13-18, the unit of measure for cement is listed by the Linear Foot. This places ALL the cementing risk on the Contractor and will carry a fairly significant cost increase to the project having to budget for unlimited cementing risk. We request changing the Unit of Measure on all cementing items to Cubic Feet and establishing reasonable quantities for each item (for example, theoretical volume + 15%). This will help prevent inflating the contract price as a result of unnecessary cementing risk.

Dec 8, 2025 4:18 PM

Answered by India Barr: The unit of measurement on cementing items will remain “Linear Foot”. It should be noted that the means and methods of drilling impact the geometry of the borehole which in turn impacts the cement quantities installed. It should also be noted that the means and methods of cement operations impact the amount of cement losses encountered. The City is reliant on the Bidder’s expertise, skill, and knowledge with the construction of deep injection wells to determine a fair estimate of cementing costs. The Bidder may conditionally utilize gravel within discreet intervals as specified in Section 01025, Measurement and Payment.

Dec 8, 2025 4:29 PM

[YOUNGQUIST BROTHERS, LLC] RESPONSE DOCUMENT REPORT

IFB No. 20260079

Glades Wastewater Treatment Facility Deep Injection Well No. 2

RESPONSE DEADLINE: January 12, 2026 at 3:00 pm

Report Generated: Friday, February 27, 2026

Youngquist Brothers, LLC Response

CONTACT INFORMATION

Company:
Youngquist Brothers, LLC

Email:
matt@youngquistbrothers.com

Contact:
Matt Young

Address:
15465 Pine Ridge Road
Fort Myers, FL 33908

Phone:
(239) 489-4444

Website:
http://www.youngquistbrothers.com/

Submission Date:
Jan 12, 2026 1:19 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 12, 2026 12:47 PM by Matt Young

Addendum #2
Confirmed Jan 12, 2026 12:47 PM by Matt Young

Addendum #3
Confirmed Jan 12, 2026 12:47 PM by Matt Young

Addendum #4
Confirmed Jan 12, 2026 12:47 PM by Matt Young

QUESTIONNAIRE

1. Mandatory Forms

CONTRACTOR'S GENERAL INFORMATION WORKSHEET*
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.

Please download the below documents, complete, and upload.

- PSL-_Contractor's_General_I...

1)_Contractor's_General_Information_Worksheet_(Final).pdf

E-VERIFY FORM *
Please download the below documents, complete, and upload.

- E-Verify_Form.pdf

2)_E-Verify_Form_(Final).pdf

NON-COLLUSION AFFIDAVIT *
Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit-fil...

3)_Non-Collusion_Affidavit_(Final).pdf

SUPPLIER LOCATION CERTIFICATION
Please download the below documents, complete, and upload.

- Supplier_Location_Certifica...

4)_Supplier_Location_Certification_Form_(Final).pdf

DEBARMENT FORM*
Please download the below documents, complete, and upload.

- Debarment_form-fillable.pdf

5)_Debarment_Form_(Final).pdf

LOBBYING FORM*
Please download the below documents, complete, and upload.

- Lobbying_form-fillable.pdf

6)_Lobbying_Form_(Final).pdf

BUY AMERICA CERTIFICATE OF COMPLIANCE *
Please download the below documents, complete, and upload.

- BABA_Certificate_-_Construc...

7)_BABA_Certificate_-_Construction_(Final).pdf

COPY OF W-9*
8._YB_LLC_W-9_(Final).pdf

COPY OF CERTIFICATE OF INSURANCE *
9._2025-2026_YB_LLC_COIs_(Final).pdf

FLORIDA WELL WATER CONTRACTOR LICENSE*
10._Licenses_(Final).pdf

COPY OF BID BOND *
11._Bid_Bond_PSL_(Final).pdf

2. Electronic Confirmation

CONE OF SILENCE AND COMMUNICATION DOCUMENT*
To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The “Cone of Silence” is in effect for this solicitation from the date the solicitation is advertised on the OpenGov Portal, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City Code of Ordinances, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through the Issuing Officer, for the procurement of these services.

Confirmed

CONTRACTOR'S CODE OF ETHICS*

The City of Port St Lucie ("City), through its Procurement Management Division ("Procurement Management Division") 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 Division requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Contractor 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.
- Contractor 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.
- Contractor will completely perform any Contract awarded to it at the contracted price pursuant to the terms set forth in the Contract.
- Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the Contract.
- Contractor 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.
- Contractor 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.
- Contractor 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.
- Contractor 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, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor 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:

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

o 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.

o 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.

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

Confirmed

DRUG FREE WORKPLACE*
The undersigned Contractor in accordance with section 287.087, Florida Statutes, hereby certifies that they comply fully with the below requirements.

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.

Confirmed

AFFIDAVIT OF NONGOVERNMENT ENTITY ANTI-HUMAN TRAFFICKING LAWS*
In accordance with section 787.06(13), Florida Statutes, the representative of the nongovernmental entity bidder ("Entity"), attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in section 787.06.

Confirmed

VENDOR SCRUTINIZED COMPANIES LIST CERTIFICATION*
Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/media/mqodaonn/2024_12_17_-israel-scrutinized-companies-list-for-web.pdf

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any

business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Confirmed

COMPLIANCE WITH 2 C.F.R. 200.318 THROUGH 200.326*
The Contractor will comply with all applicable federal and state laws and regulations, to include 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards".

Confirmed

I CERTIFY THAT I HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS OUTLINED IN THIS SOLICITATION, INCLUDING ALL ADDENDA, NOTICES, AND THE QUESTION & ANSWER SECTION. FURTHERMORE, I CONFIRM THAT I AM AUTHORIZED TO SUBMIT THIS RESPONSE ON BEHALF OF MY COMPANY.*
Confirmed

PRICE TABLES

GLADES WWTF INJECTION WELL IW-2 PROJECT NO. 63-0007

Cost Table

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Base Bid Item No.1 - Construction of Injection Well IW-2					
1	General Conditions, Mobilization, and Demobilization	1	LS	$6,390,000.00	$6,390,000.00
2	Drill pilot hole from 665 feet to 3,500 feet	2,835	FT	$500.00	$1,417,500.00
3	Provide and install drillable bridge plug at 2,600 feet	1	LS	$25,000.00	$25,000.00
Boreholes and Reamed Holes					
4	64-inch diameter - pad level to approximately 195 feet	195	FT	$650.00	$126,750.00
5	58-inch - diameter - approximately 195 feet to 665 feet	470	FT	$650.00	$305,500.00
6	48-inch diameter - approximately 665 feet to 1,605 feet	940	FT	$650.00	$611,000.00
7	40-inch diameter - approximately 1,605 feet to 2,605 feet	1,000	FT	$650.00	$650,000.00
8	30-inch diameter - approximately 2,605 feet to 3,500 feet	895	FT	$300.00	$268,500.00
Casing					
9	Furnish and install 58-inch carbon steel casing	190	FT	$950.00	$180,500.00
10	Furnish and install 48-inch carbon steel casing	660	FT	$750.00	$495,000.00
11	Furnish and install 40-inch carbon steel casing	1,600	FT	$600.00	$960,000.00
12	Furnish and install 30-inch carbon steel casing	2,600	FT	$650.00	$1,690,000.00
Furnish and Emplace Cement and Additives					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
13	Cement 58-inch casing; includes cement-top temperature logs	190	LF	$150.00	$28,500.00
14	Cement 48-inch casing; includes cement-top temperature logs	660	LF	$150.00	$99,000.00
15	Backplug pilot hole with cement - approximately 810 feet to 1,700 feet	890	LF	$150.00	$133,500.00
16	Cement 40-inch casing; includes cement-top temperature logs	1,600	LF	$200.00	$320,000.00
17	Backplug pilot hole with cement - approximately 1,750 feet to 2,600 feet	850	LF	$150.00	$127,500.00
18	Cement 30-inch casing; includes cement-top temperature logs	2,600	LF	$200.00	$520,000.00
Geophysical Logging:					
19	Perform borehole logging from 0 to 195 feet	1	LS	$65,000.00	$65,000.00
20	Perform borehole logging from 190 to 665 feet	1	LS	$65,000.00	$65,000.00
21	Perform pilot hole logging from 660 to 1,700 feet; static and dynamic	1	LS	$85,000.00	$85,000.00
22	Perform reamed hole logging from 660 to 1,605 feet	1	LS	$65,000.00	$65,000.00
23	Perform pilot hole logging from 1,600 to 3,500 feet; static and dynamic	1	LS	$85,000.00	$85,000.00
24	Perform reamed hole logging from 1,600 to 2,605 feet	1	LS	$65,000.00	$65,000.00
25	Perform reamed hole logging from 2,600 to 3,500 feet	1	LS	$65,000.00	$65,000.00
26	Perform cement-bond, downhole video, background gamma-ray, and RTS logging	1	LS	$195,000.00	$195,000.00
27	Collect and analyze 10-foot cores	8	EA	$30,000.00	$240,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
28	Set up and perform inflatable packer testing	11	EA	$40,000.00	$440,000.00
29	Set up and perform pressure test on 30-inch casing	1	LS	$95,000.00	$95,000.00
30	Develop and collect final water quality sample in IW-2	1	LS	$35,000.00	$35,000.00
31	Perform laboratory water quality analyses	1	LS	$45,000.00	$45,000.00
32	Setup and Perform Injection Test of IW-2	1	LS	$150,000.00	$150,000.00
33	Setup and Perform Annular Pressure Test of IW-1	1	LS	$50,000.00	$50,000.00
34	Setup and Perform Injection Test of IW-1	1	LS	$150,000.00	$150,000.00
35	Furnish and Install Injection Well IW-2 Wellhead and Surface Facilities (Inc. Concrete Pad)	1	LS	$650,000.00	$650,000.00
36	Furnish and Install Buried Piping, Valves and Fittings	1	LS	$500,000.00	$500,000.00
37	General Sitework (Including Restoration)	1	LS	$475,000.00	$475,000.00
38	Electrical and Instrumentation Work	1	LS	$600,000.00	$600,000.00
Base Bid Item NO.2 - Standby Time					
39	Standby Time	60	HR	$500.00	$30,000.00
TOTAL					**$18,498,250.00**

SET AMOUNTS BY CITY

Owners Contingency

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
40	Owner's Contingency	1	LS	$500,000.00	$500,000.00
TOTAL					**$500,000.00**

PORT ST. LUCIE
HEART OF THE TREASURE COAST

CONTRACTOR'S GENERAL INFORMATION WORK SHEET

1. Corporation, Partnership, Joint Venture, Individual or other? Limited Liability Company

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

   Name: Youngquist Brothers, LLC

   Address: 15465 Pine Ridge Road

   Fort Myers, FL 33908

   Telephone Number: 239-489-4444

   Fax Number: 39-489-4545

3. Contact person: Harvey Youngquist Jr. Email: Harvey@YoungquistBrothers.com

4. Firm's previous names (if any). N/A

5. How many years has your organization been in business? 48+ Years

6. Is the firm claiming Local Preference under City Ordinance 35.12? YES / (NO)

7. **Licensing & Certification**

   Must be duly licensed by the State of Florida and all applicable authorities.

   Must hold a valid Water Well Contractor license for the State of Florida, St. Lucie County, and the City of Port St. Lucie.

   List the license(s) that qualifies your firm to construct this project:

   SFWMD Water Well: 11336

   State of Florida Electrical Contractor: EC13004802

   State of Florida General Contractor: CGC1517866

   Radioactive Materials: 3348-1

   Copies of these licenses are included in this submission for reference.

List the number of personnel that will be assigned to the project and include job titles and their licenses or certifications.

Tim Youngquist: Manager & President	Clay Ferguson: Cementing & Logging QA/QC
Harvey Youngquist Jr.: Manager & Sr. Vice President	Ray Pierson: Geophysical Logging Manager
Matt Young: Vice President, Contracts	Danny Dickout: Cementing Manager
Richard Finch: Vice President, Project Management	Angel Casares: Electric Manager
Cameron Webster: Drilling Operations Manager	Julian Estrada: Welding Manager
Stan Urbina: Project Support	
Yousef Al-Faraj: Project Controls	
Jacob Benoit: Project Coordinator	Select licenses are attached for reference.

8. **Experience Requirements**

Must have successfully completed **two large-diameter UIC Class I deep injection wells** in Florida within the past five years.

List five (5) projects similar to this project completed by your firm in the last 5 years along with a brief description of project, location of project, client name, client phone number, email, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value. **DO NOT USE the City of Port St Lucie as a reference.**

Project Number 1

Project Name: Miami-Dade Central District Wastewater Treatment Plant, Contract S-920

Description: This project consisted of the construction of 7 injection wells and 4 dual-zone monitor wells. The injection wells finished with 24" x 0.500-wall steel casing set at 2530' (IW-3), 2590' (IW-4), 2605' (IW-5), 2623' (IW-6), 2617' (IW-7), 2627' (IW-8), and 2625' (IW-9).

Location: 3989 Rickenbacker Causeway, Virginia Key, FL 33149

Client Name, Phone Number & Email: Dr. Virginia Walsh - Virginia.Walsh@MiamiDade.gov 786-552-8266

Value of Total Contract: $75,716,112.13

Date of Completion: January 2024

Firm's Percentage of Total Contract: 99%+

Number of Change Orders: 0

Value of Change Orders: N/A

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 2

Project Name: City of Fort Myers Water Treatment Plant

Description: This project consisted of the construction of 1 injection well and 1 monitor well. The injection well finished with 32" x 0.500-wall steel casing set at 2020' with a cemented 20" FRP liner set at 2014'.

Location: 2751 Jacksonville Street, Fort Myers, FL 33916

Client Name, Phone Number & Email: Tyler Weinand - TWeinand@FortMyers.gov - 239-321-7925

Value of Total Contract: $14,958,831.66

Date of Completion: September 2024

Firm's Percentage of Total Contract: 99%+

Number of Change Orders: 3

Value of Change Orders: ($899,421.34)

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 3

Project Name: Lee County Deep Injection Well Construction

Description: This project consisted of the construction of 2 injection wells. The injection wells finished with 24" x 0.500-wall steel casing, with Fiesta Village IW-1 set at 2265' and Fort Myers Beach IW-2 set at 2375'.

Location: 1366 San Souci Dr, Fort Myers, FL 33919 - 17155 Pine Ridge Rd, Fort Myers Beach, FL 33931

Client Name, Phone Number & Email: Brian Hickey - BHickey@LeeGov.com - 239-533-8155

Value of Total Contract: $15,198,088.05

Date of Completion: May 2024

Firm's Percentage of Total Contract: 99%+

Number of Change Orders: 1

Value of Change Orders: $27,046.85

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes (Project finished under budget despite additive change order related to added scope.)

Project Number 4

Project Name: City of Hollywood Deep Injection Wells No. 3 & No. 4

Description: This project consisted of the construction of 2 injection wells and one dual-zone monitor well. IW-3 and IW-4 finished with 36" x 0.500-wall steel casing set at 2849' and 2850', respectively. Both injection wells had a cemented 24" FRP liner.

Location: 1621 N 14th Avenue, Hollywood, FL 33022

Client Name, Phone Number & Email: Jeff Jiang - FJiang@HollywoodFL.org - 954-921-3930

Value of Total Contract: $37,985,737.57

Date of Completion: March 2022

Firm's Percentage of Total Contract: 99%+

Number of Change Orders: 1

Value of Change Orders: ($1,954,201.43)

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 5

Project Name: Miami-Dade South District Wastewater Treatment Plant, Contract S-921

Description: This project consisted of the construction of 3 injection wells. The injection wells finished with 24" x 0.500-wall steel casing set 2420' (IW-18), 2430' (IW-19), and 2420' (IW-20).

Location: 8950 SW 232nd Street, Cutler Bay, FL 33190

Client Name, Phone Number & Email: Dr. Virginia Walsh - Virginia.Walsh@MiamiDade.gov 786-552-8266

Value of Total Contract: $25,673,375.82

Date of Completion: September 2021

Firm's Percentage of Total Contract: 99%+

Number of Change Orders: 0

Value of Change Orders: N/A

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

9. **Equipment Standards**

Must provide drilling rigs and components of sufficient size and condition.

Drilling rigs must have a **maximum rated static hook load capacity** (as defined by the American Petroleum Institute) of at least **1.5 times the maximum anticipated casing string weight.**

List the number of personnel that will be assigned to the project and include job titles and their licenses or certifications.

Please see the attached spec sheet that shows the static hook load capacity of the rig to be used on this project. In addition to the personnel listed in Section 7 of this document, Youngquist Brothers will have an on-site superintendent (to be named after award) and three crews that range from 3-5 members per crew. Additionally, cementers, welders, electricians, mechanics, geophysical loggers, etcetera will be on site as needed. Select licenses are attached for reference.

10. Has the Contractor 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: Zero

Project Number 1

Project Name: Not Applicable

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

Insert additional projects if needed.

11. Has the Contractor 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:

Neither Youngquist Brothers or any of its principals have declared bankruptcy or reorganized under Chapter 11 or have been put into receivership.

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:

Youngquist Brothers has no pending or completed lawsuits related to any of their contracts.

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

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

Youngquist Brothers has no judgments from lawsuits related to any of their contracts.

(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:

Neither Youngquist Brothers or any of its principals have any criminal violations or convictions.

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

15. List subcontractors and major material suppliers for the project. Include telephone numbers. Insert additional sheets if necessary. **All subcontractors listed must complete a "Certification Regarding Lobbying" form and is to be included in the bid package. Attach all licenses and certifications that qualify them to perform the work.**

Steel Casing Supplier - To be determined after award

Pad Monitor Well Driller - To be determined after award

Electric and I&C - To be determined after award

Applicable forms and licenses will be submitted as needed after award and prior to work being performed.



Signature Harvey Youngquist Jr.

Manager & Sr. Vice President

Title

Youngquist Brothers, LLC - 15465 Pine Ridge Road, Fort Myers, FL 33908 - 239-489-4444

City of Port St. Lucie
E-Bid Number: 20260079
Construction of Deep Injection Well #2 at the Glades WWTF

Youngquist Brothers, LLC has successfully completed over 160 Class I Deep Injection Well and ASR Well projects in Florida with total values exceeding $600 million.

Commitment to Quality

Ultimate responsibility for quality is assigned to the President. The President delegates responsibilities to subordinates for each area within the project. Contractual matters, financial issues and schedule compliance are delegated to the Contract Executive. Daily Operational and Continuity issues are addressed by the Project Manager. Further delegation is made to other YB employees and subcontractors. All subordinates are responsible for application and enforcement of quality within their respective area of responsibility. Emphasis on management participation is based upon our recognition that management involvement in quality control is a strong motivator and the best assurance for success.

Senior Management Team

"Committed, not just involved..."

Tim Youngquist (LLC Manager & President): Tim develops the means and methods for specific projects as well as the overall company strategy, while also heading the team for the design and improvement of support systems and resources.

Harvey Youngquist Jr. (LLC Manager & Sr. Vice President): Harvey serves as the Project Manager and is the Principal in Charge of all operations for this project.

Matt Young (Vice President, Contracts): As YB's Contract Executive, Matt ensures contract compliance and overall satisfaction of client expectations. Matt negotiates contract terms and scope as well as serving as the main client contact throughout the project.

Richard Finch (Vice President, Project Management): Richard assists in managing day-to-day activities onsite, and is responsible for ensuring overall compliance with the technical specifications of the project.

Cameron Webster (Rig Manager): Cameron serves as YB's Lead Superintendent and is responsible for all drilling operations. Youngquist Brothers will designate an experienced Field Superintendent at time of award for the project.

The President delegates to the Project Manager, the Rig Manager and other designated representatives the necessary authority such as compliance and scope change negotiations, stop work authority and to maintain quality control. Quality control is a functional responsibility of every employee at every level of work process rather than that of specific inspectors assigned to inspect specific work activities. Every employee in the process shall be involved in understanding the Owner's requirements and meeting or exceeding the efforts required to satisfy those requirements. This Total

Quality Management approach enables YB to include both safety and productivity enhancement as part of the construction process for all levels of work.

Project Specific Support Responsibilities

A viable plan is successful when responsibilities are clearly defined within the organization. The following are the basic functions as performed by the team members:

Contract Executive: The Contract Executive is responsible for Contractual compliance, oversight of financial issues and Contractual schedule issues. The Contract Executive addresses issues of additional contract time/cost and negotiations for additional or reduced scope of work.

Project Manager: The Project Manager is responsible for the ongoing continuity of the project from its inception to final completion. The Project Manager is the chief day-to-day contact between YB, the Consultant and the Owner.

Superintendent: The Superintendent is responsible for overall development, implementation and execution of the drilling program and continuous improvement of quality. The Superintendent will advise the Project Manager of problem areas and recommend corrective actions to prevent recurrence.

Stan Urbina (Project Support): Stan works closely with the Senior Management Team and project Superintendent, and supports day-to-day operations through tracking project documentation, being the main point of contact with the water quality lab, and assisting in various payroll, scheduling, compliance, submittal and billing-related tasks. Stan's role helps maintain clear communication between YB's office and the field team and is key in ensuring deadlines are met.

Yousef Al-Faraj (Project Controls) & Jacob Benoit (Project Coordinator): Yousef and Jacob support YB's projects by monitoring schedules, subcontractor/supplier costs, and performance to ensure projects stay on track. Both work closely with Richard and Stan and are responsible for submittals and coordinating subcontractor and supplier scheduling, as well as ensuring compliance with the technical specifications.

Project/Contract Administrator: The Contract Administrator is responsible for compiling and updating all project files, assisting in the submittal process, creating & updating the construction schedule, and originating monthly pay requests. The Contract Administrator works closely with Matt ensuring overall contract compliance.

Tim Mitchell (Safety Officer & Human Resources): Tim serves as YB's Safety Officer and as our Director of Human Resources. Issues concerning safety (after being addressed by the immediate manager on site) should be directed to Mr. Mitchell.

Kevin Kiesling (Logistics): Mobilization, demobilization, deliveries during the project and trucking of tanker loads of drilling fluids and cuttings are all items Kevin helps coordinate. Kevin is also responsible for maintaining YB's fleet of support vehicles and drivers.

Ray Pierson (Geophysical Logging): Ray manages the daily operations of YB's Geophysical Logging Division.

Clay Ferguson (Geophysical Logging & Cementing Quality Control): Clay oversees quality control for YB's Geophysical Logging and Cementing Divisions and brings decades of experience to this role.

Danny Dickout (Cementing Manager): Danny Dickout oversees all cementing operations to ensure safe, efficient, and high-quality execution in the field. This role is responsible for managing crews, equipment, and procedures while ensuring compliance with company standards, industry regulations, and project requirements

Harvey Youngquist, Jr. (Qualifier): Harvey, a degreed engineer from Tulane University, serves as the qualifying Contractor for Youngquist Brothers and holds Florida State Certified licenses as a General Contractor, Electrical Contractor and Water Well Contractor. Harvey is a LLC Manager and Vice President of Youngquist Brothers and participates in a variety of roles related to project support.

In addition to the senior management and support positions detailed above, YB has other capabilities and support personnel to back-up all its projects, including AutoCAD drawings and designs, a multi-million-dollar machining and fabrication facility, and a warehouse which maintains a multi-million-dollar inventory of parts and equipment.

Subcontractors: Youngquist Brothers is responsible for all of our subcontractor(s). However, subcontractors will perform the day-to-day quality control management of their own work processes.

Plan *"He who fails to plan, plans to fail..."*

Prior to Award: Before the bid, Youngquist Brothers prepares by diligently studying and making inquiries into the proposed bid documents. The bid development team thoroughly dissects the specifications on a line-by-line basis. At this stage, YB begins preparing a list of questions to submit to the engineer regarding any specifications that require further discussion or clarification.

Potential problems are identified and solutions investigated. Innovative approaches are encouraged at Youngquist Brothers. A familiar phrase is ***"BEST IDEA WINS."*** Examples of this process are set forth below.



Electric Power: It is YB's intent to mobilize an E-Rig to the project. YB has substantial experience in obtaining electrical permits and approvals and will be coordinating with the power company and the engineer to provide the required temporary power as soon as possible.

When Youngquist Brothers pioneered and constructed the first five all electric drill rigs, specifically geared for the Class I Injection well market, it did so with a complete design concept. Youngquist Brothers has since added two additional, virtually identical E-Rigs to its repertoire, for a total of seven E-Rigs.

Beyond simply having equipment that operates on electricity, YB engineered, in consultation with major power providers, our own sub-stations and transformer system for utilizing primary power.

Fluids & Solids Control/Management: Youngquist Brothers does not use earthen mud pits for the containment of drilling fluids. All drilling fluids will be contained on site in a steel "mud" system to separate clean cuttings and the bentonite drilling fluid utilized. Used drilling fluids will be removed from the site in tanker trucks and disposed of in an approved manner. The destination for disposal will be determined in the bid process and identified to the City and its engineers through the submittal process after the Notice to Proceed. Clean cuttings, if not approved for on-site disposal, will be hauled off via dump trucks.

Artesian Head Control: All of Youngquist Brothers major well projects encounter flowing conditions whereby the artesian head must be suppressed (killed). Youngquist Brothers traditionally utilizes salt as a weighting agent mixed with water, but will occasionally utilize other weighting agents as requested by the project's engineer. Youngquist Brothers pump/tank system is more than sufficient to accomplish this task and all of their superintendents are capable of controlling this activity. As a frame of reference, 2.31 feet of artesian head is equivalent to 1 PSI. Knowing this, we can calculate that 80 feet of artesian head is equivalent to approximately 35psi, which is considered low in the drilling of Class I Injection wells. Youngquist Brothers has suppressed wells with flows in excess of 100 PSI, which is the equivalent of 231+ feet of artesian head.

Reverse Air Drilling Techniques: Youngquist Brothers has vast experience in reverse air drilling. Utilizing drill pipe with a 6" inside diameter allows for better circulation to remove cuttings from the borehole, and their multi-tank settling system helps ensure cuttings are separated from the formation water prior to the formation water being circulated back downhole.

After Award

Insurance: When notified that YB will be awarded the contract, the Contract Administrator and Matt will work with YB's insurance agent to obtain the additional insurance required for the project (Pollution Liability and Builders Risk).

Submittals: When notified that YB will be awarded the contract, our inside management team will immediately begin preparing and submitting all required materials and means submittals necessary to begin the project. Stan, Yousef and Jacob will coordinate with the engineers on submittals and requests, with oversight by Richard and Matt. YB will expend considerable effort to ensure that all submittals are accurate and submitted in a timely manner. Because of the substantial lead time for some required materials, it is imperative that YB always coordinate with the engineer and owner.

Human Resources: When notified that YB will be awarded the project, Tim Mitchell will meet with the YB management team to determine the resources needed for the project. At that time, YB will formally announce the superintendent for the job and will begin to crew up accordingly. Tim will be involved in the selection and approval of the crew. YB has a stringent drug and alcohol policy, and Tim will be enforcing this policy with both regular visits to the site and phone conferences with the superintendent.

In addition, as YB's lead Safety Officer, Tim will be coordinating directly with the engineers and owners to make sure that YB is prepared and following all site-specific safety guidelines. YB has

a substantial existing safety protocol and Tim along with the rest of the YB management team is committed to providing our employees with a safe environment in which to perform work.

Permits: At first notice that YB will be awarded the project, the management staff at YB will begin the steps required to obtain all the necessary permits. All permits will be pursued immediately, as YB knows that this can sometimes be a time-consuming part of the project. YB will work with the engineer and owner to answer accurately and quickly all questions that the permitting agencies may have.

Mobilization: When awarded the project, YB will immediately begin preparations for the project. All logistical questions will be formulated and submitted for review and response. The Logistics Coordinator and his team will be involved in the loading, transportation, erection, rigging and powering up of the E-Rig. This will take careful planning and coordination with the superintendent onsite.

Concurrently, YB will begin prepping for initial field operations. This will entail working with the Logistics Coordinator to transport mobile construction equipment to the site. YB will contract, if required, with our surveyor to begin initial site-specific surveys, which will allow us to begin executing the fill and stabilization program.

On-Going Review

Beyond jobsite meetings with the project engineers, owners and other involved parties, Youngquist Brothers holds regular internal meetings to review quality, schedule and cost issues related to the project. The Project Manager, Drilling Superintendent and/or Manager of Drilling Operations will schedule adequate inspections to ensure that materials furnished and work performed conform to the plans and specifications, best practices, and contractual requirements.

Quality Control Inspections: Detailed examinations and testing of materials furnished and work performed will take place to ensure the completed product is in conformance with specification requirements. Higher inspection frequencies will be scheduled for problematic areas or for critical processes or stages of work. These may include checking materials, workmanship, construction, finish, and functional performance. Materials will be inspected at the project site prior to installation, and materials that do not comply or are not suitable for installation will be marked in such a way for ease of identification.

Testing: The Project Manager, Drilling Superintendent and/or Manager of Drilling Operations will verify that required tests are conducted and that the work meets plan and specification requirements.

Quality Improvement: Youngquist Brothers consistently and continually works toward improving the quality of services provided through the following:

- Internal employee quality training
- Regular process/procedures reviews
- Regular quality data reviews

Performance *"Performance is Reality..."*

Committed personnel and a good plan still require performance to accomplish a successful project. Toward that end Youngquist Brothers has developed capabilities that far exceed our competitors.

E-Rig: Seven virtually identical, state of the art, all electric, digitally controlled drill rigs designed and manufactured by Youngquist Brothers.

Geophysical Logging: Comprehensive, sophisticated testing services and expert well analysis designed for the Class I Injection Well market.

Cementing: Five complete systems designed to ensure consistent and effective cementing programs. Turbine flowmeters, radiometric densometers and YB's Automatic Density Control maintain consistent quality during cementing operations.

Fleet: YB's drilling operations are among the most efficient in the industry due to the availability of our own fleet.

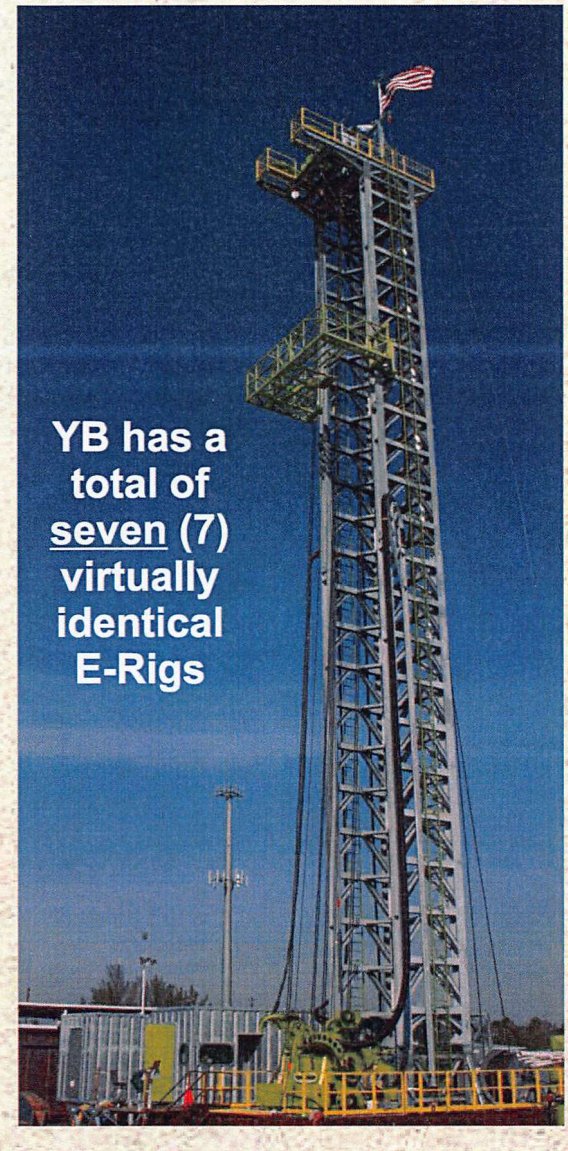
Project-Specific Personnel

In addition to the support staff at YB's headquarters in Fort Myers, it is the intent of YB to have three crews to be able to operate on a 24/7 basis. Crews will consist on average of 3-5 workers per crew, for a total of 9-15 personnel, in addition to the onsite superintendent. Throughout the course of the project YB may mobilize additional personnel as needed (i.e. electricians, welders, mechanics, etcetera) to provide support for the project.

YB's team has extensive hands-on experience delivering drilling and well construction projects in challenging carbonate formations, where high permeability and fluid movement require careful planning and execution. Crews are well versed in managing complex subsurface conditions, including controlling elevated artesian pressures throughout drilling and testing activities. In addition, YB routinely applies reverse air drilling methods, selecting and operating equipment to achieve effective airflow and cuttings removal while maintaining borehole integrity.

YOUNGQUIST
BROTHERS

ELECTRIC DRILL RIG



Youngquist Brothers, LLC Electric Drilling Rigs ("E-Rigs") were designed and built in 2007-2008. These rigs are totally electric including the draw works, fluid pumping and air systems. They include an electric substation that is installed at the nearest overhead power line. This substation can safely accept virtually any voltage available by the utility. Power is distributed to our equipment through heavy duty ground fault monitored mining cable at distances of up to 2 miles or greater. The draw-works motor delivers 1230HP performance in an all electric drilling rig, with a rated hook load of over 1 Million pounds. E-Rigs are capable of allowing casing up to 80" in diameter to pass through the rig floor during the installation process.

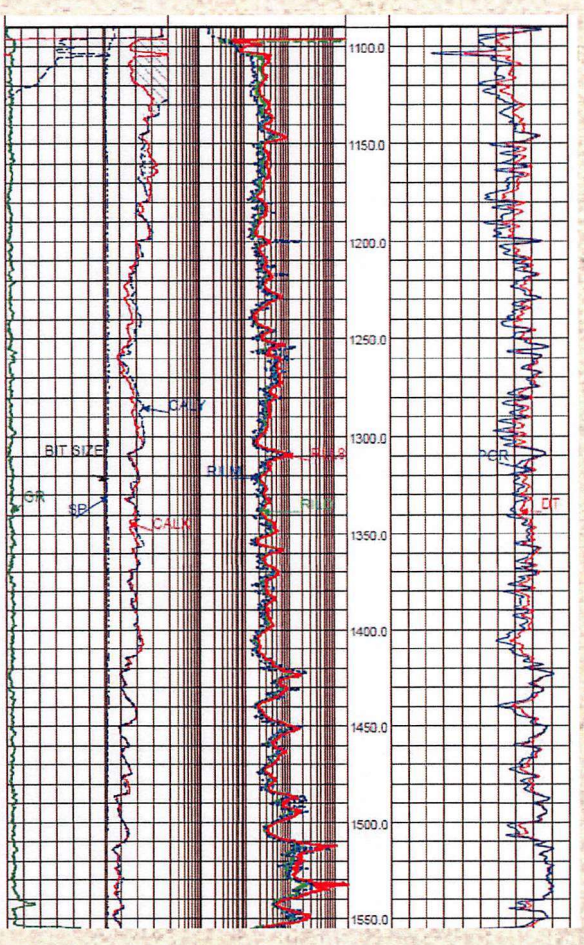
Features

- **Drilling Rig**
  - Type: Rotary Top Drive
  - Model: E Series
  - Year: 2007
- **Derrick**
  - Mfg: Youngquist Brothers
  - Size: 130 ft
  - Capacity: 1,080,000 LB Gross Hook Load
- **Electric Fluid System (3,000 GPM)**
  - Mfg: YB Custom Pump Skid
  - Power: 2 @ 250 HP and 1 @ 100 HP
- **Electric Air Compressor**
  - Mfg: Silent Type Rotary Screw
  - Capacity: 1,200 CFM / 355 P.S.I.
- **Drill Pipe**
  - Size: 7 inch
  - Amount Owned: 40,000 ft
  - Condition: Double White or Better
- **Drill Collars**
  - Size Range: 4" to 11"
  - Qty: Sufficient for any anticipated contingency
  - Note: Drill Collars will be supplied as required by the size of the hole drilled and other variable conditions

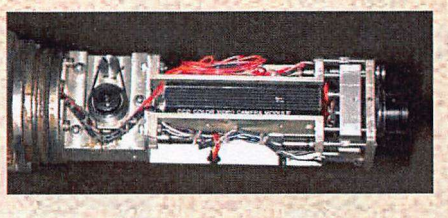
YOUNGQUIST
BROTHERS

GEOPHYSICAL LOGGING DIVISION





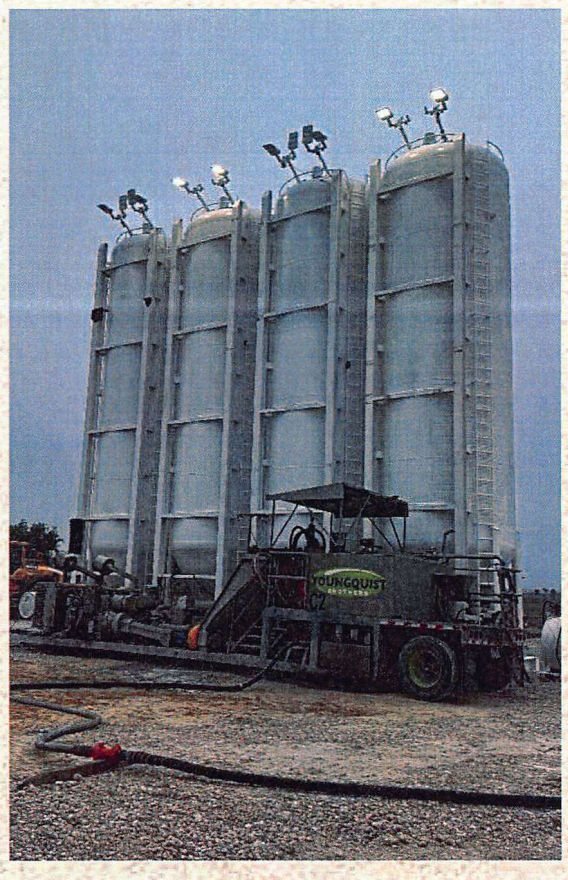
Youngquist Brothers, LLC Geophysical Logging offers a comprehensive array of wire-line services and analysis. Youngquist Brothers is now the leading logging company in the state of Florida. Many services Youngquist Brothers offers are specifically designed for the requirements imposed on Class I Injection Wells. Youngquist Brothers maintains sophisticated calibration facilities to ensure the highest standards of log quality control. Several tools have been modified to provide more concise and reliable information in large-hole environments. Youngquist Brothers Geophysical Logging employees provide over 70 years of combined experience in open hole, cased hole, borehole imaging, and mechanical integrity testing. Rest assured, Youngquist Brothers can provide a comprehensive array of sophisticated testing services, expert well analysis and the most experienced employees in Class I Injection Wells in the state of Florida.





YOUNGQUIST BROTHERS

CEMENTING DIVISION



Youngquist Brothers cementing is one of the technical resources relied on to construct Class I Injection Wells. Our personnel have extensive experience in well cementing.

Youngquist Brothers has pioneered revolutionary techniques and technology to ensure consistent and effective cementing programs.

The highly trained Youngquist Brothers cementing team is on the cutting edge with 5 custom built stainless steel cementers and multiple cement silos. Youngquist Brothers can provide complete redundancy in cementing operations when the job requires.

Flow is indicated on an onboard Haliburton style LED display, and radiometric density meters are utilized to maintain fluid densities.



Youngquist Brothers has the ability to meet the special demands required in cementing Injection Wells, including the ability to pre-hydrate or dry-blend cements.

Many of Youngquist Brothers' jobsites operate 24 hours a day 7 days a week, and by owning their own bulk haulers they are able to deliver and receive any product at any time it is needed.

YOUNGQUIST BROTHERS

FLEET







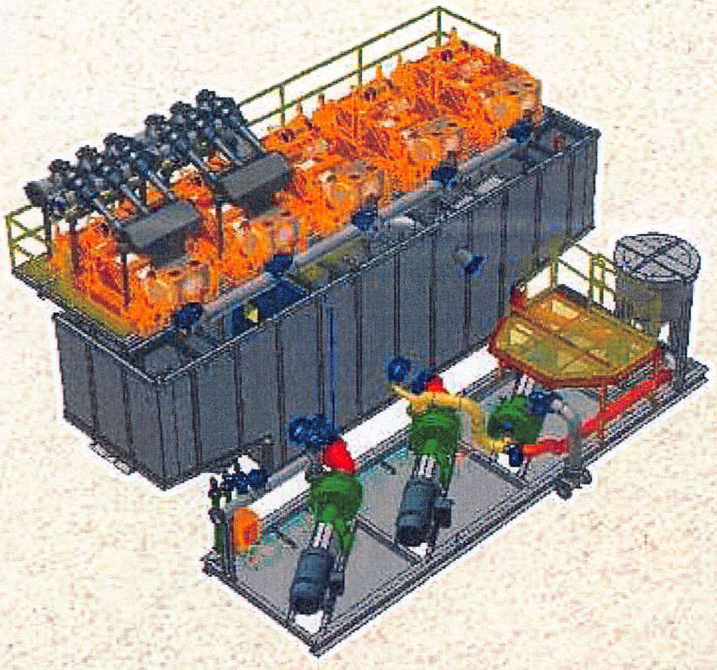
Youngquist Brothers, LLC remains a leader in the well drilling industry through increased productivity and reduced downtime.

There is often no greater challenge than finding good and reliable transportation for materials and equipment. Youngquist Brothers' drilling operations are among the most efficient in the industry due to the availability of our own fleet.

With our own fleet of trucks and service vehicles, Youngquist Brothers has the ability to move equipment and materials when and where they are needed, 24 hours a day 7 days a week.

YOUNGQUIST
BROTHERS

MUD CIRCULATION SYSTEM



Youngquist Brothers, LLC utilizes a state-of-the-art mud mixing-circulating-cleaning system. Many years of experience in large diameter deep well drilling has been incorporated into our latest generation of circulation equipment. YB uses a "clean mud" working pit system with ~20,000 gallons of capacity. We have 5 MI-Swaco Linear Shakers with de-sanding cones over two. This allows YB to effectively clean and re-circulate mud back down-hole in short periods of time. YB's custom designed pump skid gives our drillers precise flow control and high levels of reliability. YB's reverse circulation drilling system also leans on our years of experience drilling complex Class I UIC wells in the technically challenging formations in Florida. YB utilizes 7" drill pipe with high-capacity air compressors to efficiently "lift" cuttings from the borehole. Cuttings are settled in our 90,000 gallon containment pit while clean fluid is generously circulated back down the annulus of the well. YB has multiple mud circulation systems and related equipment at our disposal, giving us the very best reliability statistics possible. A suitable substitute may be supplied based on site conditions and availability.

YOUNGQUIST
BROTHERS

PACKER TESTS, CORING & PUMP TESTS



Youngquist Brothers, LLC has by far the most comprehensive packer and injection testing experience in Florida. We have successfully completed packer tests, pump tests and injection tests in all classes of wells. The most significant of these was where YB successfully completed over 20 packer tests from 0-10,000 feet on a single injection well giving us the distinction of packer testing at depths no other well driller in Florida has attempted, much less achieved. Much of our success stems from the quality of equipment used to the experience of our team of superintendents and drillers assigned to our projects. Ray Pierson (Geophysical Logging Division Manager), Harvey Youngquist, Jr. (Vice President and Project Manager),Cameron Webster (Drilling Operations Manager) and Clay Ferguson (Operations Manager and Quality Control) have a combined 100+ years of experience in successful well drilling projects. We have at our disposal our custom designed E-rigs, logging trucks and Baski Inflatable Packers (BIP™). Youngquist Brothers also self-performs all of their own coring activities, from drilling through recovery/retreival.

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
YOUNGQUIST BROTHERS, LLC

Filing Information

Document Number	L21000000723
FEI/EIN Number	59-1836961
Date Filed	12/30/2020
Effective Date	03/15/1977
State	FL
Status	ACTIVE
Last Event	CONVERSION
Event Date Filed	12/30/2020
Event Effective Date	12/31/2020

Principal Address

15465 PINE RIDGE RD
FT MYERS, FL 33908

Mailing Address

15465 PINE RIDGE RD
FT MYERS, FL 33908

Registered Agent Name & Address

LAW OFFICES OF MARK R. KOMRAY, ESQ., PLLC
15465 PINE RIDGE RD
2ND FL, EAST WING
FT MYERS, FL 33908

Authorized Person(s) Detail

Name & Address

Title MGR

YOUNGQUIST, SR, HARVEY B
15465 PINE RIDGE RD
FT MYERS, FL 33908

Title MGR

YOUNGQUIST, TIMOTHY G
15465 PINE RIDGE RD
FT MYERS, FL 33908

Title MGR

YOUNGQUIST, JR, HARVEY B
15465 PINE RIDGE RD
FT MYERS, FL 33908

Title MGR

YOUNGQUIST, BRETT A
15465 PINE RIDGE RD
FT MYERS, FL 33908

Title MGR

KRAGH, TRISTA S
15465 PINE RIDGE RD
FT MYERS, FL 33908

Annual Reports

Report Year	Filed Date
2023	04/25/2023
2024	04/26/2024
2025	03/06/2025

Document Images

03/06/2025 -- ANNUAL REPORT	View image in PDF format
04/26/2024 -- ANNUAL REPORT	View image in PDF format
04/25/2023 -- ANNUAL REPORT	View image in PDF format
04/07/2022 -- ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
12/30/2020 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

State of Florida
Department of State

I certify from the records of this office that YOUNGQUIST BROTHERS, LLC is a limited liability company organized under the laws of the State of Florida, filed on December 30, 2020, effective March 15, 1977.

The document number of this limited liability company is L21000000723.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025 and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of March, 2025



Secretary of State

Tracking Number: 9985339756CU

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

PORT ST. LUCIE
HEART OF THE TREASURE COAST

E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

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 Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
3. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095 Florida Statutes, during the term of this contract and all attributed renewals.
4. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it must provide immediate notice thereof to the City.

E-Verify Company Identification Number	2048428
Date of Authorization	December 30, 2022
Name of Contractor	Youngquist Brothers, LLC
Name of Project	Construction of Deep Injection Well #2 at City of PSL Glades WWTF
Solicitation Number (If Applicable)	20260079

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on January, 12, 20 26 in Fort Myers (city), FL (state).

Signature of Authorized Officer

Harvey Youngquist Jr - Manager & Sr. V.P.
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 12th DAY OF January, 20 26.

NOTARY PUBLIC Jean Henderson Jean Henderson

My Commission Expires: February 25, 2027

Jean Henderson
Comm.: HH 356908
Expires: February 25, 2027
Notary Public - State of Florida

NON-COLLUSION AFFIDAVIT

State of Florida }

County of Lee }

Harvey Youngquist Jr, being first duly sworn, disposes and says that:
(Name/s)

1. They are Manager & Sr. V.P. of Youngquist Brthers, LLC the Proposer that
(Title) (Name of Company)

has submitted the attached PROPOSAL;

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

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

4. Neither the said Proposer 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 Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing 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 Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

PORT ST. LUCIE
HEART OF THE TREASURE COAST

(Signed) _____

(Title) Manager & Sr. Vice President

STATE OF FLORIDA }
COUNTY OF ~~ST. LUCIE~~ Lee } SS:

The foregoing instrument was acknowledged before me this *(Date)* January 12, 2026

by: Harvey Youngquist Jr. who is personally known to me or who has produced

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

Commission No. HH356908

Notary Print: Jean Henderson

Notary Signature: _____

Jean Henderson
Comm.: HH 356908
Expires: February 25, 2027
Notary Public - State of Florida

PORT ST. LUCIE
HEART OF THE TREASURE COAST

SUPPLIER LOCATION CERTIFICATION

The undersigned, as a duly authorized representative of the Supplier listed herein, certifies to the best of their knowledge and belief, that the Supplier's location is correctly reflected based upon the below information. For purposes of this section, "Location" shall mean a business which:

a) How far is the Supplier's fixed office or distribution point located from City Hall; and

b) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Complete the following and upload this document and the Google Maps print out to the required sourcing platform:

Business Name: Youngquist Brothers, LLC	
Current Local Address: 15465 Pine Ridge Road Fort Myers, FL 33908 Length of time at this address: 30+ Years	Phone: 239-489-4444 Fax: 239-489-4545
Please provide your prior business address if the above address has been for less than one (1) year, prior to the issuance of this solicitation. Not Applicable Length of time at this address: Not Applicable	
Home Office Address: 15465 Pine Ridge Road Fort Myers, FL 33908 Length of time at this address: 30+ Years	Phone: 239-489-4444 Fax: 239-489-4545

(Signed) _____ Harvey Youngquist Jr.

(Title) Manager & Sr. Vice President

STATE OF FLORIDA }
COUNTY OF ~~ST. LUCIE~~ Lee } SS:

The foregoing instrument was acknowledged before me this *(Date)* January 12, 2026

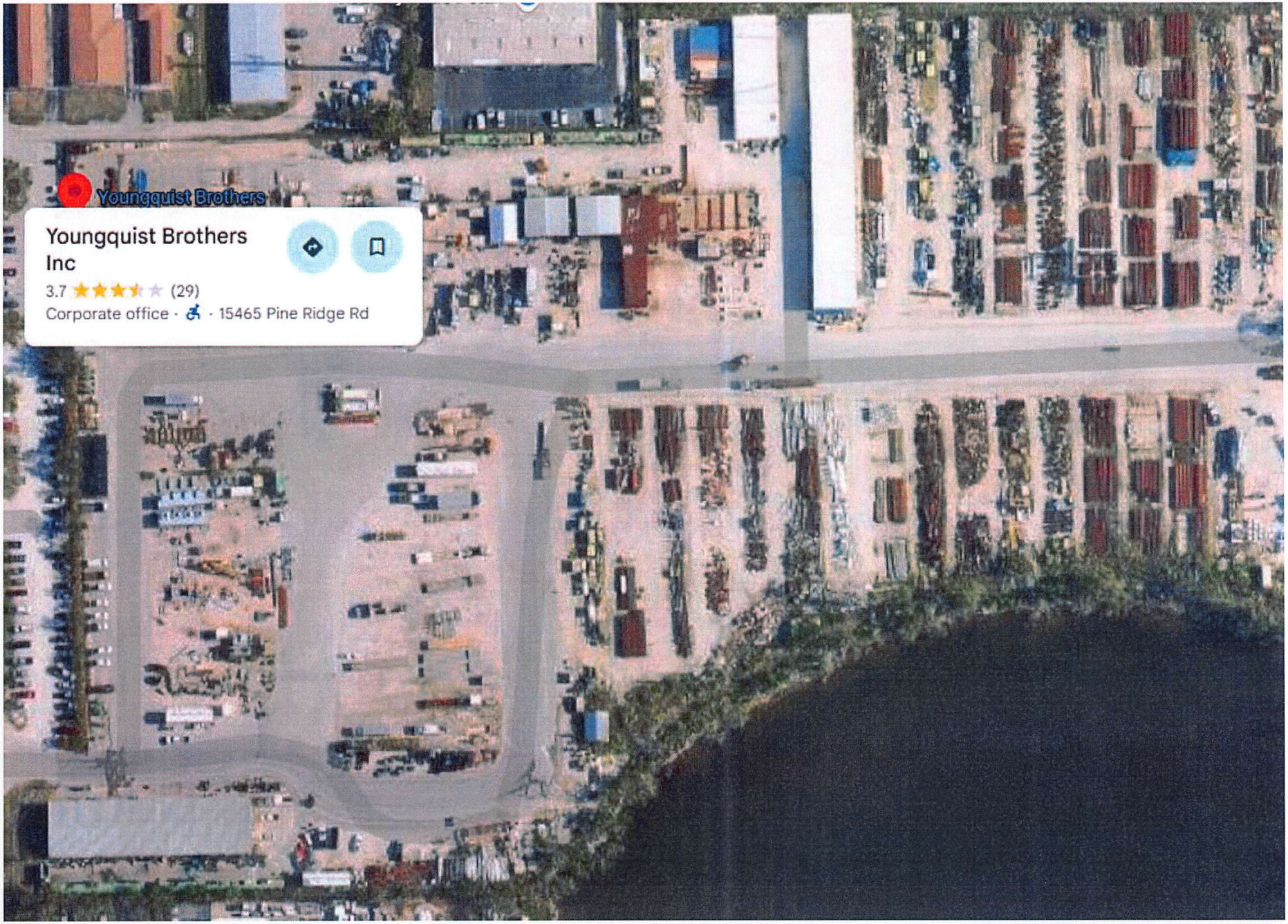
by: Harvey Youngquist Jr. who is personally known to me or who has produced

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

Jean Henderson
Comm.: HH 356908
Expires: February 25, 2027
Notary Public - State of Florida

_____ Jean Henderson
Notary (print & sign name)

Commission No. HH356908


Youngquist Brothers
Youngquist Brothers Inc
3.7 (29)
Corporate office · 15465 Pine Ridge Rd

PORT ST. LUCIE
HEART OF THE TREASURE COAST

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

The Contractor certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Contractor certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name: Youngquist Brothers, LLC

Authorized By: _____ Harvey Youngquist Jr.
(Sign) (Print Name)

Title: Manager & Sr. Vice President Date: January 12, 2026

*****All subcontractors are required to submit this form with the prime contractor's proposal*****
This is a mandatory document. No exceptions will be made.

PORT ST. LUCIE
HEART OF THE TREASURE COAST

CERTIFICATION REGARDING LOBBYING

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure of fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

Company Name: Youngquist Brothers, LLC

Authorized By: _____ Harvey Youngquist Jr.
(Sign) (Print Name)

Title: Manager & Sr. Vice President Date: January 12, 2026

ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE ***This is a mandatory document. No exceptions will be made.***

PORT ST. LUCIE
HEART OF THE TREASURE COAST

BUILD AMERICA, BUY AMERICA CERTIFICATION OF COMPLIANCE

This solicitation is for services related to an infrastructure project that is subject to the Build America, Buy America Act (BABAA) requirements included in the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 177-58, §§ 70901-70953. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined in 2 CFR Part 184 and the Office of Management and Budget's Memorandum M-24-02 titled, "Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure," dated October 25, 2023.

Any request for substitute or "or equal" shall include the manufacturer's certification of compliance with the Build America, Buy America Act (BABAA) requirements included in the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 177-58, §§ 70901-70953.

Definitions section:

BABAA: The Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Deal of 2021 includes the Build America, Buy America Act that requires a Buy America Preference for federal financial assistance awards for infrastructure which stipulates that all iron and steel, manufactured products, and construction materials used in such infrastructure projects are produced in the United States.

Construction Materials: Construction materials are defined as articles, materials, or supplies that consist of only one of the following items: non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), fiber optic cable (including drop cable), optical fiber, lumber, engineered wood, or drywall. Minor additions of articles, materials, supplies, or binding agents to one of the construction materials listed above, or the inclusion of one of these listed construction materials as an input to another listed construction material, does not change the categorization of the construction material

Manufactured Product: Manufactured product are articles, supplies, or materials that have been (i) processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified as an iron or steel product, a construction material, or a Section 70917(c)

material[1] under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product.

However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and under section i and ii of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials. BABA-compliant manufactured products are produced in the United States, and the cost of components that are mined, produced, or manufactured in the United States exceeds 55 percent of the total cost of all components, with total cost calculated as follows:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Manufacturer's Certification: Documentation provided by a manufacturer certifying that the items provided by manufacturer meet the Buy America Preference requirements of BABAA.

Contractor's Responsibilities section:

All products must meet BABAA requirements.

Contractor shall include manufacturer's certification for BABAA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a statement that Manufacturer will comply with BABAA requirements must be included with the bid submission. Contractor shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.

Contractor shall certify upon completion that all work and materials have complied with BABAA requirements.

For any change orders, Contractor shall provide BABAA documentation for any new products or materials required by the change.

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[1] Section 70917(c) materials means "cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives."

Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Contractor should ensure that Engineer/Architect has an approved manufacturer's certification or waiver prior to items being delivered to the project site.

By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials, to Contractor's knowledge, are compliant with BABAA requirements.

Bidder is familiar with all laws and regulations that may affect the cost, progress, and performance of the work, including the Build America, Buy America Act (BABAA) requirements.

Company Name: Youngquist Brothers, LLC

Print Name: Harvey Youngquist Jr.

Title: Manager & Sr. Vice President

Signature: 

Date: 01/12/2026

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Youngquist Brothers, LLC

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

15465 Pine Ridge Road

Requester's name and address (optional)

6 City, state, and ZIP code

Fort Myers, FL 33908

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	1	8	3	6	9	6	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person**  **Date** December 29, 2025

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME: Erin Condlin	
Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	PHONE (A/C, No, Ext): (407) 843-1120	FAX (A/C, No): (407) 843-5772
	E-MAIL ADDRESS: econdlin@johnsonandcompany.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Continental Insurance Company	35289
INSURED Youngquist Brothers, LLC, Youngquist Brothers, Inc. Oil and Gas Service Equipment, LLC 15465 PINE RIDGE ROAD FORT MYERS FL 33908	INSURER B : Great American Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL25102218240 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] XCU Coverage Included [X] Contractual GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			GL 7040179908	11/01/2025	11/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BUA 7040179892	11/01/2025	11/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUE 7040179911	11/01/2025	11/01/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Contractors Equipment			IMP F257785-01	11/01/2025	11/01/2026	Leased/Rented one item	$ 850,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 239-560-4306 239-363-6766 Fox Insurance, LLC 8605 Banyan Bay Blvd Fort Myers, Florida, 33908	CONTACT NAME: ELLEN FOX PHONE (A/C, No, Ext): 239-560-4306 FAX (A/C, No): 239-363-6766 E-MAIL ADDRESS: ellen@foxinsurancellc.com
INSURED 239-489-4444 Fax: 239-489-4545 YOUNGQUIST BROTHERS, LLC 15465 Pine Ridge Road Fort Myers, FL 33908	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Safety National Casualty Corporation — 15105 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SP 4067437	11/01/2025	11/01/2026	✓ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Ellen Fox

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STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE
Issued to
Harvey Youngquist Jr.

License No. 11336 Expires 7/31/2027

Dalton McNeal

DISTRICT CERTIFICATION OFFICER

STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF RADIATION CONTROL

RADIOACTIVE MATERIALS LICENSE

Pursuant to Chapter 404, Florida Statutes, and Chapter 64E-5, Florida Administrative Code (F.A.C.), and in reliance on statements and representations heretofore made by the licensee designated below, a license is hereby issued authorizing such licensee to receive, acquire, possess and transfer the radioactive material(s) designated below and to use such radioactive material(s) for the purpose(s) and at the place(s) designated below. This license is subject to all applicable rules, regulations and orders of the state of Florida, Department of Health now or hereafter in effect and to any conditions specified below.

Licensee	
1. Name: YOUNGQUIST BROTHERS, LLC	3. License Number: 3348-1 is hereby renewed in its entirety with reference to application dated June 29, 2021, and correspondence dated July 27, 2021.
2. Address: 15465 Pine Ridge Road Fort Myers, FL 33908	4. Expiration Date: 12/31/2026 5. Category: 3l(1)

6. Radioactive Material (element and mass number)	7. Chemical And/Or Physical Form	8. Maximum Quantity Licensee May Possess At Any One Time
A. Iodine 131	A. Solution	A. 100 millicuries

9. Authorized Use

A. To be used in a Probe Technology, Inc., part number 050-F0406-000, 1-11/16" motorized ejector tool for the performance of subsurface tracer studies.

CONDITIONS

10. A. The authorized place of use and storage shall be temporary job sites of the licensee throughout the state of Florida. This condition does not prohibit use in other agreement states and states under the jurisdiction of the U.S. Nuclear Regulatory Commission (NRC) under reciprocity which has been approved by an agreement state or the NRC.

B. The authorized place of storage is the licensee's facility located at the address in Item 2, and at temporary job sites.

11. Failure to comply with the provisions of this license is a felony of the third degree pursuant to section 404.161, Florida Statutes. Also, violations may warrant an administrative fine of up to $1,000.00 per violation per day, pursuant to section 404.162, Florida Statutes.

License Number: 3348-1
Amendment No.: 19
Control Number: 20210707-0897

LICENSEE COPY
CORRECTED COPY
Page 1 of 3 Page(s)

Category: [3l(1)]
Expiration Date: 12/31/2026

Ron DeSantis, Governor Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

YOUNGQUIST, HARVEY BRUCE JR

YOUNGQUIST BROTHERS, LLC
15465 PINE RIDGE RD
FORT MYERS FL 33908

LICENSE NUMBER: EC13004802
EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/31/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

YOUNGQUIST, HARVEY BRUCE JR

YOUNGQUIST BROTHERS LLC
15465 PINE RIDGE ROAD
FORT MYERS FL 33908

LICENSE NUMBER: CGC1517866
EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/31/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908

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

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER:
(Name, legal status and address)

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

BOND AMOUNT: $ 5% Five Percent of Amount Bid

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

IFB #20260079 Glades WWTF DIW-2 Construction and test DIW-2, Along with associated above ground surface work for a fully functional system.

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.

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

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

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

Signed and sealed this 29th day of December, 2025

(Witness)

(Witness)

Youngquist Brothers, LLC
(Principal) *(Seal)*

By:
(Title) Harvey Youngquist Jr. LLC Manager & Sr. Vice Pres.

Atlantic Specialty Insurance Company
(Surety) *(Seal)*

By:
(Title) Brook T. Smith Attorney-in-Fact

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Audria R. Ward, Barbara J. Benton, Brett Rosenhaus, Brian S. Turner, Brook T. Smith, Charles J. Nielson, David R. Hoover, Davor Mimica, Deborah S. Neichter, Denise Donelson, Devin J. Phillips, Donald P. Bramlage, Edward T. Ward, F. Danny Gann, James H. Martin, James T. Smith, Jarrett Merlucci, Jason D. Cromwell, Jessica Pamela Reno, Joseph P. Nielson, Justin Vokus, Keith Nicholson, Kevin R. Wojtowicz, Laura D. Mosholder, Michelle D. Liwosz, Patricia Schmaltz, Raymond M. Hundley, Shawn Alan Burton, Tracey C. Brown, William O. Walker**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 24th day of December, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Agenda Summary

2026-283

Agenda Date: 3/23/2026 **Agenda Item No.:** 7.h

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Amendment #1 to Contract #20240112 for Construction Manager at Risk (CMAR) Services for Torino Regional Park Phase 1.

Submitted By: Nathaniel Rubel, Procurement Assistant Director, Procurement Management Division (PMD).

Strategic Plan Link: The City's Goal to Enjoy Culture, Nature and Recreation.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Nathaniel Rubel, Procurement Assistant Director, PMD.
2. Parties: City of Port St. Lucie and Burkhardt Construction, Inc.
3. Purpose: To amend Contract #20240112 for Construction Manager at Risk (CMAR) Services for Torino Regional Park Phase 1, establishing a Guaranteed Maximum Price (GMP) and timeline for construction.
4. New/Renewal/Modified: Modified.
5. Duration: The initial term began on November 12, 2024, through December 11, 2025. Amendment #1 extends the Contract for an additional six hundred ninety (690) days through November 1, 2027 (Substantial Completion Date).
6. Benefits to Port St. Lucie: Hiring a CMAR for Torino Regional Park Phase 1 has maximized project efficiency, cost control, and quality assurance, reducing risks commonly associated with large-scale municipal projects. With Burkhardt as the CMAR in place, the City has a project partner responsible for mitigating unexpected costs, adhering to the community-driven master plan, and ensuring timely project completion. Burkhardt has worked closely with City staff and the design team to provide early insight into the design, risks, and construction requirements, allowing for proactive planning, better forecasting, tighter cost and schedule control, and a smoother more coordinated construction phase.
7. Cost to Port St. Lucie (Annual and Potential): An additional $33,911,015.16 inclusive of a 2% owner's contingency for a new Contract total of $34,074,035.16.

Presentation Information: N/A.

Staff Recommendation: Move that the Council approve Amendment #1 to Contract #20240112 for Construction Manager at Risk (CMAR) Services for Torino Regional Park Phase 1.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve Amendment #1 to Contract #20240112 for Construction Manager at Risk (CMAR) Services for Torino Regional Park Phase 1.
2. Move that the Council not approve Amendment #1 to Contract #20240112 and provide staff with

direction.

Background: The City previously entered into a preconstruction services agreement with Burkhardt Construction, Inc. under the CMAR delivery method. Burkhardt has now submitted a GMP for construction in the amount of $33,246,093.29 plus a 2% owner's contingency in the amount of $664,921.87 for a total GMP of $33,911,015.16. The city-added owner's contingency is property of the City and may only be used when approved by the City.

Torino Regional Park is a planned 75-acre regional park designed to support the needs of the City's growing population by expanding recreational amenities while protecting preserved natural space. Phase 1 improvements feature a variety of active and passive recreation elements that will enhance community health, quality of life, and tourism. Components include:

- Dragon's Lair Skate Park designed to support USA BMX Freestyle events
- Pickleball courts and a covered basketball court
- Destination playground and splash pad
- Walking trails and shaded fitness areas
- Restroom facilities at key activity areas
- Gathering spaces and pavilions
- Maintenance facility and support infrastructure
- Parking areas, internal roadways, utilities, drainage, and lighting
- Site access improvements including a roundabout on NW North Torino Parkway

Issues/Analysis: Burkhardt was selected as CMAR through the City's competitive procurement process. During preconstruction, the CMAR worked collaboratively with City staff and the project's design team led by Kimley-Horn to refine scope, pricing, and scheduling. The submitted GMP reflects current market pricing and incorporates constructability input received during the design phase.

Financial Information: Funds are appropriated in the fund Parks CIP/Parks and Recreation Parks/Improvements O/T Buildings (Account #305-7210-563000-00000).

Special Consideration: Construction is anticipated to begin May 4, 2026, and reach substantial completion by November 1, 2027.

Location of Project: Torino Regional Park.

Attachments:

1. Amendment #1 Signed.
2. Original Contract.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26064-06.

Legal Sufficiency Review:

Reviewed by Alyssa Lunin, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

CONTRACT AMENDMENT

This Amendment #1 ("Amendment") to Contract #20240112 – Construction Manager at Risk Services for Torino Regional Park ("the Contract"), by and between the City of Port St Lucie ("City") and the Contractor, as defined below, shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	Burkhardt Construction, Inc.
Solicitation No./Event ID:	20240112
Solicitation Title/Event Name:	Construction Manager at Risk Services for Torino Regional Park
Contract Award Date:	November 12, 2024
Initial Contract Term:	November 12, 2024 through December 11, 2025
Current Contract Expiration Date:	December 11, 2025
Requested Contract Expiration Date:	November 1, 2027
Initial Contract Amount:	$163,020.00
Current Contract Amended Amount:	$163,020.00
Requested Financial Change Amount:	$33,911,015.16
New Contract Amount:	$34,074,035.16
Amendment No.:	1
Amendment Type:	**Increase of Commodities**

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in Contract are hereby incorporated and made a part of that Contract.

1. **EXTENSION**. The parties hereby agree that the Contract will be extended for an additional period, as follows:
    a. Extend Contract term for an additional six hundred ninety (690) days, as follows:
        - Beginning Date of Amendment Term: December 12, 2025
        - End Date of Amendment Term: November 1, 2027 (Substantial Completion Date)
    b. The parties acknowledge the Current Expiration Date for the pre-construction phase has passed; however, the Contract contemplates scope that includes moving the project to the construction phase. Therefore, the parties agree to extend the Contract retroactive to the Current Contract Expiration Date, for continuous coverage back to the initial start date, as if no lapse has occurred.
    c. The parties agree the Contract time will expire at midnight on the date defined as the "End Date of Amendment Term" unless the parties agree in a duly executed writing to extend the Contract time for an additional period.

2. **ADDITIONAL SCOPE**. The Contractor's Torino Regional Park Phase 1 Guaranteed Maximum Price proposal dated February 26, 2026, attached hereto as Attachment A, is incorporated herein by reference and made part of this Amendment. The scope, pricing, and commitments outlined in the proposal apply solely to the additional work described herein and do not alter any other terms of the Task Order unless expressly stated.
3. **SUCCESSORS AND ASSIGNS**. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations of the parties. This Amendment and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

Balance of page left intentionally blank

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

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Burkhardt Construction, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Marc R. Kleisley, President
Date:	3/11/2026
Company Address:	515 Palm Street, West Palm Beach, FL 33401

CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

City of Port St. Lucie
Torino Regional Park Phase 1
Guaranteed Maximum Price

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, President
515 Palm Street
West Palm Beach, FL 33401
Ph: (561) 659-1400

Owner: **City of Port St. Lucie**
Attn: Zakariya Sherman, MPA, MLS, CPRP, CPO
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34986
Ph: (772) 871-5083

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Jonathan D. Haigh, PLA, ASLA
477 Rosemary Avenue, Suite 215
West Palm Beach, FL 33401
Ph: (561) 840-0233

Plans: Kimley-Horn Torino Regional Park Phase 1
Construction Documents, Dated BCI Rec'd 12/03/2025, 12/08/2025
Complete Plan Log attached

Location: Torino Regional Park Phase 1
5301 NW North Torino Pkwy
Port St. Lucie, FL. 34986

Proposal Date: REV. 1 3/4/2026

Direct Construction Costs			**$ 27,355,764.00**
Torino Park Direct Costs	**$**	**25,349,386.39**	
Torino Parkway Roadway/Roundabout Direct Costs	**$**	**2,006,377.61**	
General Conditions			**$ 2,277,031.22**
Construction Phase Management Fee			**$ 1,438,320.00**
Profit			**$ 2,174,978.07**
Total Construction Manager at Risk Guaranteed Maximum Price			**$ 33,246,093.29**
Owner's Contingency			**$ 664,921.87**
Total Project Cost			**$ 33,911,015.16**

BURKHARDT CONSTRUCTION, INC.

EXHIBIT "A"

City of Port St. Lucie

Torino Regional Park Phase 1

Torino Park Direct Construction Costs

Prepared by Burkhardt Construction, Inc.

LEGEND FOR ABBREVIATIONS	
EA - Each	**SF** - Square Foot
E/D - Each Day	**SY** - Square Yard
DAY - Daily	**TCY** - Truck Cubic Yard
LS - Lump Sum	**ALL** - Allowance
ROL - Rolls	
LF - Lineal Foot	

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
MAINTENANCE OF TRAFFIC				$341,581.95						
MOT PLAN	2	EA	$749.00	$ 1,498.00				1498	MOTPLANS.COM	1498
WORK ZONE SIGNS/NO TRESPASSING SIGNS	9000	E/D	$0.75	$ 6,750.00				6750	MOTPLANS.COM	6750
CONES	11250	E/D	$0.30	$ 3,375.00				3375	MOTPLANS.COM	3375
VARIABLE MESSAGE BOARD	1116	E/D	$25.00	$ 27,900.00				27900	MOTPLANS.COM	27900
WATER FILLED BARRIER WALL/TEMPORARY PEDESTRIAN BARRICADES WITH SCREEN	33480	E/D	$2.00	$ 66,960.00				66960	MOTPLANS.COM	66960
SALES TAX FOR BARRICADES	1	LS	$7,348.95	$ 7,348.95				7348.95	MOTPLANS.COM	7348.95
ORANGE SAFETY FENCE AND POSTS	1	LS	$12,000.00	$ 12,000.00				12000	BCI	12000
MOT / SAFETY DEVICE SET-UP & MAINTENANCE	1	LS	$36,000.00	$ 36,000.00				36000	BCI	36000
CONTINUOUS SITE CLEANING / DEBRIS REMOVAL	1	LS	$48,000.00	$ 48,000.00				48000	BCI	48000
DANGER RIBBON	50	ROLLS	$35.00	$ 1,750.00				1750	BCI	1750
FLAGMEN	1	LS	$7,500.00	$ 7,500.00				7500	BCI	7500
TEMPORARY CHAINLINK FENCE WITH WINDSCREEN	1	LS	$122,500.00	$ 122,500.00				122500	LTG CARLSON FENCE	122500
TEMPORARY ASPHALT PATCHING	**NOT INCLUDED**									0
TEMPORARY ASPHALT MILLING/TEMP WALKWAYS	**NOT INCLUDED**									0
ROADWAY STEEL PLATES	**NOT INCLUDED**									0
TEMPORARY PEDESTRIAN BOARDWALKS	**NOT INCLUDED**									0
POST MOUNTING FOR ADVANCE WARNING SIGNS	**NOT INCLUDED**									0
STEADY BURN &/OR FLASHING LIGHTS	**NOT INCLUDED**									0
HI INTENSITY FLASHING LIGHT, TEMP. TYPE "B"	**NOT INCLUDED**									0
BARRICADE TEMP. TYPE I, II, VP & DRUM	**NOT INCLUDED**									0
BARRICADE TEMP. TYPE III, 6'	**NOT INCLUDED**									0
ADVANCE WARNING ARROW PANEL	**NOT INCLUDED**									0
TEMPORARY ROADWAY STRIPING (ALLOWANCE)	**NOT INCLUDED**									0
SPECIALTY SIGNAGE (ALLOWANCE)	**NOT INCLUDED**									0
SPECIALTY MERCHANT SIGNAGE (ALLOWANCE)	**NOT INCLUDED**									0
WINDOW CLEANING	**NOT INCLUDED**									0
FLOWABLE FILL	**NOT INCLUDED**									0
OFF DUTY POLICE OFFICERS	**NOT INCLUDED**									0
LIGHT BANKS FOR NIGHT WORK	**NOT INCLUDED**									0
DEMOLITION/CLEARING & GRUBBING				$519,417.60						
NPDES PERMITTING , REPORTING, AND MAINTENANCE	1	LS	$30,000.00	$ 30,000.00				30000	BCI	30000
SILT FENCE	10,000	LF	$3.50	$ 35,000.00				35000	BCI	35000
GRAVEL DRIVE AT CONSTRUCTION ENTRANCE	2	EA	$15,000.00	$ 30,000.00				30000	BCI	30000
TREE PROTECTION	126	EA	$655.20	$ 82,555.20				82555.2	SMITH & COMPANY	82555.2
CLEAR AND GRUB	21	AC	$10,504.00	$ 220,584.00				220584	SMITH & COMPANY	220584
PINE TREE REMOVAL AND STUMP REMOVAL	75	EA	$655.20	$ 49,140.00				49140	SMITH & COMPANY	49140
PALM TREE REMOVAL AND STUMP REMOVAL	17	EA	$655.20	$ 11,138.40				11138.4	SMITH & COMPANY	11138.4
ROLL-OFF DUMPSTER	36	EA	$1,000.00	$ 36,000.00				36000	BCI	36000
FINAL CONSTRUCTION CLEAN	1	LS	$25,000.00	$ 25,000.00				25000	BCI	25000

BURKHARDT CONSTRUCTION, INC.

EXHIBIT "A"

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
SANITARY SEWER				$377,780.86						
CONNECT/TIE INTO EXISTING 6" FORCE MAIN	1	EA	$16,993.55	$ 16,993.55				$16,993.55	SMITH & COMPANY	16993.55
F&I 6' X 2" FORCE MAIN TEE	1	EA	$316.65	$ 316.65				$316.65	SMITH & COMPANY	316.65
F&I 2" FORCE MAIN 22.5 DEGREE BENDS	2	EA	$316.65	$ 633.30				$633.30	SMITH & COMPANY	633.3
F&I 2" FORCE MAIN 45 DEGREE BENDS	5	EA	$327.21	$ 1,636.05				$1,636.05	SMITH & COMPANY	1636.05
F&I 2" FORCE MAIN GATE VALVE & VALVE BOX	2	EA	$4,010.90	$ 8,021.80				$8,021.80	SMITH & COMPANY	8021.8
F&I 2" FORCE MAIN PIPE	655	LF	$11.29	$ 7,394.95				$7,394.95	SMITH & COMPANY	7394.95
F&I SANITARY MANHOLES	11	EA	$19,421.20	$ 213,633.20				$213,633.20	SMITH & COMPANY	213633.2
F&I 6" SANITARY PIPE	437	LF	$53.83	$ 23,523.71				$23,523.71	SMITH & COMPANY	23523.71
F&I 8" SANITARY PIPE	1461	LF	$61.22	$ 89,442.42				$89,442.42	SMITH & COMPANY	89442.42
F&I 8" X 6" WYE	4	EA	$295.54	$ 1,182.16				$1,182.16	SMITH & COMPANY	1182.16
RESTROOM SANITARY CONNECTIONS	3	EA	$823.29	$ 2,469.87				$2,469.87	SMITH & COMPANY	2469.87
F&I 6" CLEAN OUT / PER COPSL DETAIL WW-05/ PLAN SHEET C 0.78	4	EA	$633.30	$ 2,533.20				$2,533.20	SMITH & COMPANY	2533.2
CLEAN & TV SEWER - ALLOWANCE	1	LS	$10,000.00	$ 10,000.00				$10,000.00	ALLOWANCE	10000
SANITARY SEWER LIFT STATION				$462,027.06						
F&I LIFT STATION / WET WELL COMPLETE INCLUDING BUT NOT LIMITED TO PRE-FABRICATED WET WELL / PUMPS / FLOATS / PIPING / HATCH-COVERS / ARV'S / VALVES / CONTROL PANELS & MOUNTING SUPPORT SYSTEM / NECESSARY ELECTRICAL COMPONENTS & PANELS / CONTROLS / CIRCUITS / SWITCHES / HOOK UPS/ METER SOCKET / CONDUITS / WIRE / TERMINATIONS IN FPL TRANSFORMER/ FOR A COMPLETE WORKING SYSTEM	1	LS	$404,196.00	$ 404,196.00				$404,196.00	SMITH & COMPANY	404196
START UP & TESTING OF LIFT STATION	1	LS	$3,250.94	$ 3,250.94				$3,250.94	SMITH & COMPANY	3250.94
F&I 3" DIA. LIGHT POLE AND LIGHT PER PSLUSD STANDARDS	1	EA	$4,158.67	$ 4,158.67				$4,158.67	SMITH & COMPANY	4158.67
F&I LIFT STATION FENCE AND GATES	142	LF	$43.28	$ 6,145.76				$6,145.76	SMITH & COMPANY	6145.76
F&I LIFT STATION SIGNAGE	1	EA	$738.85	$ 738.85				$738.85	SMITH & COMPANY	738.85
SUBGRADE/COMPACT/F&I 6"-8" OF #57 ROCK ON 2 PLY 4 MIL VISQUEEN	1073	SF	$27.11	$ 29,089.03				$29,089.03	SMITH & COMPANY	29089.03
SUBGRADE/COMPACT/FORM & POUR 6" THK CONC. WITH FIBERMESH PAD AND ACCESS DRIVE	1079	SF	$13.39	$ 14,447.81				$14,447.81	SMITH & COMPANY	14447.81
WATER				$409,472.58						
F&I 1" WATER SERVICE LINE WITH TRACER WIRE	1904	LF	$15.41	$ 29,340.64				$29,340.64	SMITH & COMPANY	29340.64
F&I 1" TEE	1	EA	$168.88	$ 168.88				$168.88	SMITH & COMPANY	168.88
F&I 90 DEGREE BEND	1	EA	$158.33	$ 158.33				$158.33	SMITH & COMPANY	158.33
F&I 1" WATER SERVICE / 1" METER / METER BOX AND 1" RPZ. CONSTRUCT PER PSLUSD STANDARD	2	EA	$1,456.50	$ 2,913.00				$2,913.00	SMITH & COMPANY	2913
F&I 2" WATER LINE	566	LF	$15.94	$ 9,022.04				$9,022.04	SMITH & COMPANY	9022.04
F&I 2" TAPPING SADDLE AND CORP STOP	3	EA	$1,498.81	$ 4,496.43				$4,496.43	SMITH & COMPANY	4496.43
F&I 2" GATE VALVE & VALVE BOX	6	EA	$6,792.42	$ 40,754.52				$40,754.52	SMITH & COMPANY	40754.52
F&I 2" X 2" TEE	1	EA	$200.55	$ 200.55				$200.55	SMITH & COMPANY	200.55
F&I 2" 90 DEGREE BEND	1	EA	$189.99	$ 189.99				$189.99	SMITH & COMPANY	189.99
F&I 2" X 1" REDUCER	1	EA	$189.99	$ 189.99				$189.99	SMITH & COMPANY	189.99
F&I 2" WATER SERVICE / 2" METER / METER BOX AND 2" RPZ. CONSTRUCT PER PSLUSD STANDARD	5	EA	$4,021.46	$ 20,107.30				$20,107.30	SMITH & COMPANY	20107.3
F&I 4" C-900 WATER MAIN	50	LF	$40.11	$ 2,005.50				$2,005.50	SMITH & COMPANY	2005.5
F&I 4" GATE VALVE & VALVE BOX	1	EA	$2,248.22	$ 2,248.22				$2,248.22	SMITH & COMPANY	2248.22
F&I 4" 45 DEGREE BEND	2	EA	$601.64	$ 1,203.28				$1,203.28	SMITH & COMPANY	1203.28
F&I 4" X 2" REDUCER	1	EA	$580.53	$ 580.53				$580.53	SMITH & COMPANY	580.53
F&I 6" C-900 WATER MAIN	333	LF	$45.39	$ 15,114.87				$15,114.87	SMITH & COMPANY	15114.87
F&I 6" GATE VALVE & VALVE BOX	9	EA	$2,248.22	$ 20,233.98				$20,233.98	SMITH & COMPANY	20233.98
F&I 6" 45 DEGREE BEND	2	EA	$728.30	$ 1,456.60				$1,456.60	SMITH & COMPANY	1456.6
F&I 6" X 6" TEE	1	EA	$1,055.50	$ 1,055.50				$1,055.50	SMITH & COMPANY	1055.5
F&I 6" X 2" REDUCER	1	EA	$548.86	$ 548.86				$548.86	SMITH & COMPANY	548.86
F&I 8" C-900 WATER MAIN	2129	LF	$54.87	$ 116,818.23				$116,818.23	SMITH & COMPANY	116818.23
F&I 8" TAPPING SLEEVE	2	EA	$9,742.27	$ 19,484.54				$19,484.54	SMITH & COMPANY	19484.54
F&I 8" GATE VALVE & VALVE BOX	6	EA	$3,124.28	$ 18,745.68				$18,745.68	SMITH & COMPANY	18745.68
F&I 8" 22.5 DEGREE BEND	8	EA	$1,055.50	$ 8,444.00				$8,444.00	SMITH & COMPANY	8444
F&I 8" X 6" TEE	6	EA	$1,449.09	$ 8,694.54				$8,694.54	SMITH & COMPANY	8694.54
F&I 8" X 4" TEE	1	EA	$928.84	$ 928.84				$928.84	SMITH & COMPANY	928.84
F&I 8" 11.25 DEGREE BEND	3	EA	$1,055.50	$ 3,166.50				$3,166.50	SMITH & COMPANY	3166.5
F&I 8" 45 DEGREE BEND	8	EA	$1,118.83	$ 8,950.64				$8,950.64	SMITH & COMPANY	8950.64
F&I 8" 90 DEGREE BEND	1	EA	$1,847.13	$ 1,847.13				$1,847.13	SMITH & COMPANY	1847.13
F&I 12" X 8" TEE	2	EA	$1,973.79	$ 3,947.58				$3,947.58	SMITH & COMPANY	3947.58
F&I FIRE HYDRANT	6	EA	$8,085.13	$ 48,510.78				$48,510.78	SMITH & COMPANY	48510.78
FILL / FLUSH / PRESSURE TEST WATER LINES / INCLUDING NECESSARY WATER FOR TESTING	1	LS	$13,510.40	$ 13,510.40				$13,510.40	SMITH & COMPANY	13510.4
F&I SAMPLE POINT WITH TEMP JUMPER / INCLUDING TESTING	2	EA	$1,045.75	$ 2,091.50				$2,091.50	SMITH & COMPANY	2091.5
F&I SAMPLE POINT / INCLUDING TESTING	3	EA	$781.07	$ 2,343.21				$2,343.21	SMITH & COMPANY	2343.21

BURKHARDT CONSTRUCTION, INC.

EXHIBIT "A"

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
STORM DRAINAGE				$959,154.86						
F&I FRENCH DRAIN/ 4" PERF. CORRUGATED SOCK PIPE / 4" MIN #57 STONE SURROUND / CONNECT TO 8" PVC STORM DRAIN / DETAIL A/HI.56	1031	LF	$21.69	$ 22,362.39				$22,362.39	SMITH & COMPANY	22362.39
F&I 8" HDPE STORM PIPE	114	LF	$54.89	$ 6,257.46				$6,257.46	SMITH & COMPANY	6257.46
F&I 12" HDPE STORM PIPE	848	LF	$62.27	$ 52,804.96				$52,804.96	SMITH & COMPANY	52804.96
F&I 15" HDPE STORM PIPE	172	LF	$71.77	$ 12,344.44				$12,344.44	SMITH & COMPANY	12344.44
F&I 18" HDPE STORM PIPE	2140	LF	$91.23	$ 195,232.20				$195,232.20	SMITH & COMPANY	195232.2
F&I 18" PERF. HDPE STORM PIPE EXFIL. TRENCH INC. ROCK / FILTER CLOTH	1068	LF	$100.27	$ 107,088.36				$107,088.36	SMITH & COMPANY	107088.36
F&I 24" HDPE STORM PIPE	808	LF	$100.27	$ 81,018.16				$81,018.16	SMITH & COMPANY	81018.16
F&I 36" PVC STORM PIPE	364	LF	$137.22	$ 49,948.08				$49,948.08	SMITH & COMPANY	49948.08
F&I YARD DRAINS (SKATE PARK AREA)	17	EA	$3,768.14	$ 64,058.38				$64,058.38	SMITH & COMPANY	64058.38
F&I STORM MANHOLE WITH RING & COVER	8	EA	$5,435.83	$ 43,486.64				$43,486.64	SMITH & COMPANY	43486.64
F&I STORM CATCH BASIN TYPE "E" WITH FRAME & GRATE	27	EA	$6,216.90	$ 167,856.30				$167,856.30	SMITH & COMPANY	167856.3
CAP / PLUG END OF 18" STORM PIPE	3	EA	$1,129.39	$ 3,388.17				$3,388.17	SMITH & COMPANY	3388.17
F&I 24" STORM PIPE CROSS DRAIN MITERED END SECTIONS	2	EA	$4,644.20	$ 9,288.40				$9,288.40	SMITH & COMPANY	9288.4
F&I 36" STORM PIPE CROSS DRAIN MITERED END SECTIONS WITH CONCRETE SLAB	4	EA	$6,280.23	$ 25,120.92				$25,120.92	SMITH & COMPANY	25120.92
ALLOWANCE FOR SHEETING AND DEWATERING RETENTION POND OUTFALL PIPES	1	ALL	$62,500.00	$ 62,500.00				$62,500.00	ALLOWANCE	62500
ALLOWANCE FOR STORM BAFFLES	22	EA	$1,200.00	$ 26,400.00				$26,400.00	ALLOWANCE	26400
CLEAN & TV STORM - ALLOWANCE	1	LS	$30,000.00	$ 30,000.00				$30,000.00	ALLOWANCE	30000

BURKHARDT CONSTRUCTION, INC.

EXHIBIT "A"

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
ELECTRICAL AND STREET LIGHTING				$2,565,700.00						
SITE ELECTRICAL, LIGHTING AND LOW VOLTAGE CONDUITS PER PLANS AND SPECS	1	LS	$1,779,800.00	$ 1,779,800.00				1779800.00 DAVCO		1779800
F&I "SA" / LITHONIA DSX1 LED/ P5/ TYPE II MEDIUM/ 30K / 80CRI	20	EA	INCLUDED							
F&I "SC" / LITHONIA DSX1 LED/ P9/ TYPE V WIDE/ 80 CRI	9	EA	INCLUDED							
F&I "RA" / LUMINIS EG152 / 4087 LM / 50W / ASYMMETRIC / 30K	33	EA	INCLUDED							
F&I "RB" / LUMINIS EG152 / 4087 LM / 50W / SYMMETRIC / 30K	15	EA	INCLUDED							
F&I "D-RA" / LUMINIS EG152 / 4087 LM / 50W / ASYMMETRIC / 30K	1	EA	INCLUDED							
F&I "D-RB" / LUMINIS EG152 / 4087 LM / 50W / SYMMETRIC / 30K	2	EA	INCLUDED							
F&I "D-PA" / LUMINIS EG152 / 4087 LM / 50W / ASYMMETRIC / 30K	3	EA	INCLUDED							
F&I "VA" / NLS VUE-34X 192 LED / 621W /40K / 70 CRI	13	EA	INCLUDED							
F&I "TA" / NLS VUE-12X 128 LED / 120-277V / 40K / 70CRI	8	EA	INCLUDED							
F&I "TB" / NLS VUE-12X 128 LED / 120-277V / 40K / 70CRI	8	EA	INCLUDED							
F&I "A" / NLS ORGANIX-2 CEILING MOUNT/TYPE 5/16 LED/1mA/30K 80 CRI	10	EA	INCLUDED							
F&I "B" /HYDREL WANDER 1 PM1/P1/LONG FORWARD MEDIUM LATERAL DISTRIBUTION MVOLT/MOUNTING BOLLARD	9	EA	INCLUDED							
F&I "C" /LITHONIA REBL ALO 16-24L/MEDIUM XVOLT/SWW3 40K/80 CRI	15	EA	INCLUDED							
F&I MAIN DISTRIBUTION PANEL "MDP" - 480Y/277V, 600A, 3P, 4W, NEMA 4X, 65KAIC, CONDUIT, WIRE, METER SOCKET, MOUNTING RACK, COMPLETE	1	LS	INCLUDED							
F&I PANEL "MB1" PANEL,100A, 3PH, 4W, NEMA 4X, CONDUIT, WIRE, RACK, COMPLETE	1	LS	INCLUDED							
F&I PANEL "MB2" PANEL, 200A, 1PH, 3W, NEMA 4X, CONDUIT, WIRE, RACK, COMPLETE, INCLUDING HOOK UP TO MAINTENANCE BUILDING PANEL AND 50KVA TRANSFORMER	1	LS	INCLUDED							
F&I SPLASH PAD PANEL, 200A, 1PH, 3W, NEMA 4X, CONDUIT, WIRE, RACK, COMPLETE, INCLUDING HOOK UP TO 50 KVA TRANSFORMER	1	LS	INCLUDED							
F&I "BH" PANEL, 200A, 3PH, 4W, NEMA 4X, CONDUIT, WIRE, RACK, COMPLETE, INCLUDING HOOK UP TO 50 KVA TRANSFORMER	1	LS	INCLUDED							
F&I CONDUIT, WIRE TO 50 KVA TRANSFORMER & TO PANEL "BH1" MAKE CONNECTIONS TO "BH1" & 50 KVA TRANSFORMER. PANEL BY BUILDING MANUFACTURER.	1	LS	INCLUDED							
F&I CONDUIT, WIRE TO 50 KVA TRANSFORMER & TO PANEL "BH2" MAKE CONNECTIONS TO "BH2" & 50 KVA TRANSFORMER. PANEL BY BUILDING MANUFACTURER.	1	LS	INCLUDED							
F&I PANEL "BH3" PANEL, 200A, 3PH, 4W, NEMA 4X, CONDUIT, WIRE, RACK, COMPLETE, INCLUDING HOOK UP TO 50 KVA TRANSFORMER	1	LS	INCLUDED							
F&I CONDUIT, WIRE TO 50 KVA TRANSFORMER & TO PANEL "BH4" MAKE CONNECTIONS TO "BH4" & 50 KVA TRANSFORMER. PANEL BY BUILDING MANUFACTURER.	1	LS	INCLUDED							
F&I PANEL "RAB" PANEL, 120/240V, 100A, 1PH, 3W, NEMA 4X, METER SOCKET, WIRE, CONDUIT, RACK, COMPLETE	1	LS	INCLUDED							
F&I PANEL "LS1" 240/120V, 100A, 3PH, 4W, NEMA 4X, HIGH LEG-B PHASE, METER SOCKET, RACK, CONDUIT, WIRE, COMPLETE.	1	LS	INCLUDED							
F&I 50KVA TRANSFORMERS COMPLETE INCLUDING ALL CONNETIONS TO PANELS AND DISCONNETS	5	EA	INCLUDED							
F&I 600V, 30A, NEMA 4X, NON-FUSED DISCONNECT, CONDUIT, WIRE, CONNECTIONS, COMPLETE	1	EA	INCLUDED							
F&I 600V, 100A, NEMA 4X, NON-FUSED DISCONNECT, CONDUIT, WIRE, CONNECTIONS, COMPLETE	1	EA	INCLUDED							
F&I 600V, 200A, NEMA 4X, NON-FUSED DISCONNECT, CONDUIT, WIRE, CONNECTIONS, COMPLETE	1	EA	INCLUDED							
F&I CONDUIT, WIRE, TERMINATIONS TO FPL TRANSFORMERS, CONNECT TO PANEL	3	EA	INCLUDED							
F&I 600V, 30A, NEMA 4X, NON-FUSED DISCONNECT, 15 KVA TRANSFORMER, CONDUIT, WIRE / CONNECT POWER TO IRRIGATION PUMP	1	LS	INCLUDED							
F&I GFCI, WP NEMA 5-20R RECEPTACLE, PEDESTAL MOUNT	22	EA	INCLUDED							
F&I HANDHOLES	35	EA	INCLUDED							
F&I LIGHTING TIME CLOCK AND CONTACT COMPLETE	5	EA	INCLUDED							
F&I ALL CONDUITS, WIRE, AND BREAKERS FOR ALL ELECTRIC WORK	1	LS	INCLUDED							
LOW VOLTAGE F&I 2" SCH 40 PVC CONDUIT ONLY / WITH PULL STRING	7305	LF	INCLUDED							
LOW VOLTAGE F&I 3" SCH 40 PVC CONDUIT ONLY / WITH PULL STRING	18	LF	INCLUDED							
LOW VOLTAGE F&I 4" SCH 40 PVC CONDUIT ONLY / WITH PULL STRING	233	LF	INCLUDED							
LOW VOLTAGE F&I 2" SCH 80 PVC CONDUIT ONLY / WITH PULL STRING	1532	LF	INCLUDED							
ADD - FURNISH AND INSTALL TYPE RW FIXTURES AND CIRCUITRY	1	LS	$152,000.00	$ 152,000.00				152000.00 DAVCO		152000
ADD - N3R STAINLESS STEEL TRANSFORMERS IN LIEU OF N3R STEEL. NEMA 4X IS NOT AVAILABLE FOR THE TRANSFORMERS.	1	LS	$15,900.00	$ 15,900.00				15900.00 DAVCO		15900
ADD- THORGUARD LIGHTNING PREDICTION SYSTEM INSTALLED ON THE MAINTENANCE BUILDING	1	LS	$80,000.00	$ 80,000.00				80000.00 DAVCO		80000
ADD ALLOWANCE - ALLOWANCE FOR HANDHOLES AT 34 POLE LOCATIONS FOR LOW VOLTAGE	1	ALL.	$34,000.00	$ 34,000.00				34000.00 ALLOWANCE		34000
ADD ALLOWANCE - ALLOWANCE FOR DUAL CHAMBER POLES AT 34 POLE LOCATIONS FOR LOW VOLTAGE	1	ALL.	$204,000.00	$ 204,000.00				204000.00 ALLOWANCE		204000
ADD ALLOWANCE - ALLOWANCE FOR FPL TRANSFORMERS AND SERVICE	1	ALL.	$300,000.00	$ 300,000.00				300000.00 ALLOWANCE		300000
FPL BINDING COST ESTIMATE - NIC		NIC								

BURKHARDT CONSTRUCTION, INC.

EXHIBIT "A"

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
LOW VOLTAGE				$813,341.30						
F&I CONDUIT AND PULLBOXES/HANDHOLE	INCLUDED IN ELECTRICAL SCOPE									
JADE COMMUNICATIONS PROPOSAL 260018 REV1	1	LS	$592,668.09	$ 592,668.09				592668.09	JADE	592668.09
CONVERGINT QUOTATION JM3907934C	1	LS	$220,673.21	$ 220,673.21				220673.21	CONVERGINT	220673.21
COMCAST/SPECTRUM/ATT BINDING COST ESTIMATE - NIC		NIC								
EARTHWORK AND GRADING				$1,854,345.67						
ROUGH GRADE SITE	21	AC	$1,986.40	$ 41,714.40				41714.40	SMITH & COMPANY	41714.4
PROOF ROLL SITE GRADE SITE	15	AC	$769.60	$ 11,544.00				11544.00	SMITH & COMPANY	11544
GRADE/COMPACT FOR DRIVEWAYS AND PARKING LOTS	19461	SY	$1.92	$ 37,365.12				37365.12	SMITH & COMPANY	37365.12
GRADE/COMPACT FOR CURB	800	SY	$2.13	$ 1,704.00				1704.00	SMITH & COMPANY	1704
GRADE/COMPACT CONCRETE SIDEWALKS	2348	SY	$2.03	$ 4,766.44				4766.44	SMITH & COMPANY	4766.44
GRADE/COMPACT PAVED TRAILS	6738	SY	$2.18	$ 14,688.84				14688.84	SMITH & COMPANY	14688.84
GRADE/COMPACT UNPAVED TRAILS	2,166	SY	$2.18	$ 4,721.88				4721.88	SMITH & COMPANY	4721.88
GRADE/COMPACT EMERGENCY/MAINTENANCE ACCESS ROADS	2,144	SY	$2.18	$ 4,673.92				4673.92	SMITH & COMPANY	4673.92
GRADE/COMPACT PLAYGROUND AREA	6,101	SY	$2.18	$ 13,300.18				13300.18	SMITH & COMPANY	13300.18
GRADE/COMPACT SPLASH PAD AREA	1,026	SY	$2.18	$ 2,236.68				2236.68	SMITH & COMPANY	2236.68
GRADE/COMPACT PICKLEBALL COURT	1,940	SY	$2.18	$ 4,229.20				4229.20	SMITH & COMPANY	4229.2
GRADE/COMPACT SKATE PARK	2,186	SY	$2.18	$ 4,765.48				4765.48	SMITH & COMPANY	4765.48
GRADE/COMPACT FITNESS AREA	328	SY	$2.13	$ 698.64				698.64	SMITH & COMPANY	698.64
GRADE/COMPACT BASKETBALL COURTS	1,067	SY	$2.18	$ 2,326.06				2326.06	SMITH & COMPANY	2326.06
GRADE/COMPACT MAINTENANCE BUILDING AREA	1,077	SY	$2.86	$ 3,080.22				3080.22	SMITH & COMPANY	3080.22
EXCAVATE/GRADE PLANTERS/LANDSCAPE AREAS/SOD AREAS - LANDSCAPE AREAS TO BE FREE OF DEBRIS AND GRADED FOR INSTALLATION OF LANDSCAPE SOIL (LANDSCAPE SOIL INSTALLED BY OTHERS)	52,000	SY	$2.03	$ 105,560.00				105560.00	SMITH & COMPANY	105560
GRADE DRY RETENTION BERM	7,887	SY	$2.03	$ 16,010.61				16010.61	SMITH & COMPANY	16010.61
BUILDING/PAVILION SLAB GRADING	2,000	SY	$2.18	$ 4,360.00				4360.00	SMITH & COMPANY	4360
BUILDING PADS FILL/COMPACT	1,800	TCY	$15.24	$ 27,432.00				27432.00	SMITH & COMPANY	27432
IMPORT CLEAN FILL SITE	100,000	TCY	$15.24	$ 1,524,000.00				1524000.00	SMITH & COMPANY	1524000
FINAL DRESSING AND FINISH GRADING	1	LS	$25,168.00	$ 25,168.00				25168.00	SMITH & COMPANY	25168
VERTICAL CONSTRUCTION				$3,369,730.00						
MAINTENANCE BUILDING - 40'X45' (1,800 SF) - INCLUDE CONCRETE SLAB ON GRADE	1	EA	$647,330.00	$ 647,330.00				647330.00	WATAUGA	647330
C H1.12 - TRASH AND RECYCLING ENCLOSURE	1	EA	$27,000.00	$ 27,000.00				27000.00	WATAUGA	27000
RESTROOM "A" PLAYGROUND - CXT TAOS MODEL 20'X36' (CUSTOM / EXPANDED MODEL WITH TWO ADDITIONAL ADA UNISEX RESTROOMS ACCESSED BY SEPARATE DOORS)	1	EA	$619,000.00	$ 619,000.00				619000.00	WATAUGA	619000
RESTROOM "B" SKATE PARK - CXT TAOS MODEL 20'X26'	1	EA	$495,500.00	$ 495,500.00				495500.00	WATAUGA	495500
RESTROOM "C" PARKING LOT - CXT CORTEX MODEL 20'X11'	1	EA	$233,000.00	$ 233,000.00				233000.00	WATAUGA	233000
BASKETBALL COURT METAL COVER STRUCTURE - 73'X100' - INCLUDE BASKETBALL HOOPS 2 EA - INCLUDE CONCRETE SLAB ON GRADE	1	EA	$633,000.00	$ 633,000.00				633000.00	WATAUGA	633000
PAVILION 'A' BY RCP SHELTERS, MODEL TS-G2424-04 - 24'X24' - INCLUDE CONCRETE SLAB ON GRADE	4	EA	$44,250.00	$ 177,000.00				177000.00	WATAUGA	177000
PAVILION 'B' BY RCP SHELTERS, MODEL TS-G1212-04 - 12'X12' - INCLUDE CONCRETE SLAB ON GRADE	4	EA	$24,500.00	$ 98,000.00				98000.00	WATAUGA	98000
PAVILION 'C' BY RCP SHELTERS, MODEL TS-G0820-04 - 8'X20' - INCLUDE CONCRETE SLAB ON GRADE	1	EA	$25,400.00	$ 25,400.00				25400.00	WATAUGA	25400
PAVILION 'D' BY RCP SHELTERS, MODEL TS-G3450-04 - 30.5'X50' - INCLUDE CONCRETE SLAB ON GRADE	1	EA	$137,000.00	$ 137,000.00				137000.00	WATAUGA	137000
PAVILION 'E' BY RCP SHELTERS, MODEL TS-G2436-04 - 24'X36' -INCLUDE CONCRETE SLAB ON GRADE	1	EA	$71,000.00	$ 71,000.00				71000.00	WATAUGA	71000
43'X43'X46' TRIANGULAR SHADE SAIL	1	EA	$56,000.00	$ 56,000.00				56000.00	WATAUGA	56000
39'X40'X56' TRIANGULAR SHADE SAIL	1	EA	$58,900.00	$ 58,900.00				58900.00	WATAUGA	58900
36'X55' RECTANGULAR SHADE SAIL	1	EA	$91,600.00	$ 91,600.00				91600.00	WATAUGA	91600

BURKHARDT CONSTRUCTION, INC.

EXHIBIT "A"

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
CONCRETE CONSTRUCTION				$1,076,978.59						
MAINTENANCE BUILDING AREA										
4" CONCRETE SIDEWALK	210	SF	$7.26	$ 1,524.60				1524.60	BENCHMARK	1524.6
6" CONCRETE TRASH ENCLOSURE W/ 6X6 , 10X10 WWF	51	SF	$215.22	$ 10,976.22				10976.22	BENCHMARK	10976.22
8" CONCRETE DRIVEWAY	1,150	SF	$10.12	$ 11,638.00				11638	BENCHMARK	11638
PICKLEBALL COURT AREA										
12"X12" CONCRETE HEADER CURB w/ 4 EA #4 REBAR PER DET E/H1.06 - INCLUDES COORDINATION WITH FENCE INSTALLED FOR SLEEVES/BLOCK OUTS FOR FENCE POSTS BY FENCE INSTALLER	535	LF	$32.10	$ 17,173.50				17173.50	BENCHMARK	17173.5
OUTDOOR GYM AREA										
6" CONCRETE 4,000 PSI W/ WWF 6"X6"X1.4 - INCLUDES EXPANSION JOINTS AND CONTROL JOINTS	2585	SF	$8.74	$ 22,592.90				22592.90	BENCHMARK	22592.9
8"X8" CONCRETE FLUSH CURB	65	LF	$37.97	$ 2,468.05				2468.05	BENCHMARK	2468.05
SKATE PARK PLAZA AREA										
12"X12" CONCRETE HEADER CURB	248	LF	$28.22	$ 6,998.56				6998.56	BENCHMARK	6998.56
6" CONCRETE SIDEWALK	10091	SF	$7.86	$ 79,315.26				79315.26	BENCHMARK	79315.26
8" CONCRETE BLEACHER PADS	875	SF	$10.12	$ 8,855.00				8855.00	BENCHMARK	8855
TYPE "A" H.10 - DECORATIVE 6" THICK	285	SF	$23.53	$ 6,706.05				6706.05	FLORIDA BOMANITE	6706.05
SPLASH PAD AREA										
DECORATIVE CONCRETE TYPE "A" PER DET C/ H1.10 - 6" THICK 4,000 PSI W/ #4 REBAR @ 12" OC EACH WAY PER SPLASH PAD SHEET S1.0 AND S1.1	1780	SF	$19.15	$ 34,087.00				34087.00	FLORIDA BOMANITE	34087
DECORATIVE CONCRETE TYPE "B" PER DET C/ H1.10 - 6" THICK 4,000 PSI W/ #4 REBAR @ 12" OC EACH WAY PER SPLASH PAD SHEET S1.0 AND S1.1	1032	SF	$19.03	$ 19,638.96				19638.96	FLORIDA BOMANITE	19638.96
DECORATIVE CONCRETE TYPE "C" PER DET C/ H1.10 - 6" THICK 4,000 PSI W/ #4 REBAR @ 12" OC EACH WAY PER SPLASH PAD SHEET S1.0 AND S1.1	1845	SF	$24.07	$ 44,409.15				44409.15	FLORIDA BOMANITE	44409.15
DECORATIVE CONCRETE TYPE "D" PER DET C/ H1.10 - 6" THICK 4,000 PSI W/ #4 REBAR @ 12" OC EACH WAY PER SPLASH PAD SHEET S1.0 AND S1.1	1038	SF	$22.81	$ 23,676.78				23676.78	FLORIDA BOMANITE	23676.78
6" REGULAR CONCRETE SIDEWALK PER DET C/ H1.10 - 6" THICK 4,000 PSI W/ #4 REBAR @ 12" OC EACH WAY PER SPLASH PAD SHEET S1.0 AND S1.1	2840	SF	$12.42	$ 35,272.80				35272.80	FLORIDA BOMANITE	35272.8
THICKENED EDGE, REINFORCEMENT, WATER STOP, EXPANSION JOINT AND CAULKING FOR PERIMETER OF WET DECK PER DETAIL 4 S1.1 OF THE SPLASH PAD PLANS	200	LF	$50.00	$ 10,000.00				10000.00	ALLOWANCE	10000
THICKENED EDGE AND REINFORCEMENT AROUND MAIN DRAIN PER DETAIL 3 S1.1 OF THE SPLASH PAD PLANS	1	EA	$2,500.00	$ 2,500.00				2500.00	ALLOWANCE	2500
REINFORCEMENT AROUND CONCRETE OPENINGS PER DETAIL 2 S1.1 OF THE SPLASH PAD PLANS	32	EA	$500.00	$ 16,000.00				16000.00	ALLOWANCE	16000
10'x10' CONCRETE MOCKUPS	7	EA	$3,069.91	$ 21,489.37				21489.37	FLORIDA BOMANITE	21489.37
PLAYGROUND AREA										
8"X8" HEADER CURB FOR ARTIFICIAL TURF NAILER BOARD	590	LF	$52.73	$ 31,110.70				31110.70	FLORIDA BOMANITE	31110.7
DECORATIVE CONCRETE TYPE "A"	7905	SF	$18.82	$ 148,772.10				148772.10	FLORIDA BOMANITE	148772.1
8"X8" THICKENED EDGE FOR DECORATIVE CONCRETE TYPE "A"	460	LF	$30.00	$ 13,800.00				13800.00	ALLOWANCE	13800
DECORATIVE CONCRETE TYPE "E"	12230	SF	$14.30	$ 174,889.00				174889.00	FLORIDA BOMANITE	174889
8"X8" THICKENED EDGE FOR DECORATIVE CONCRETE TYPE "E"	54	LF	$30.00	$ 1,620.00				1620.00	ALLOWANCE	1620
6" CONCRETE SIDEWALK	2625	SF	$12.47	$ 32,733.75				32733.75	FLORIDA BOMANITE	32733.75
6" CONCRETE FURNISHING PADS - SEE CONCRETE BID FORM	1575	SF	$12.64	$ 19,908.00				19908.00	FLORIDA BOMANITE	19908
PARKING LOT										
TYPE D CURB	3538	LF	$22.73	$ 80,418.74				80418.74	SMITH & COMPANY	80418.74
TYPE F CURB AND GUTTER	20	LF	$71.40	$ 1,428.00				1428.00	SMITH & COMPANY	1428
VALLEY GUTTER	20	LF	$71.40	$ 1,428.00				1428.00	SMITH & COMPANY	1428
6" CONCRETE SIDEWALKS	19560	SF	$7.86	$ 153,741.60				153741.60	BENCHMARK	153741.6
ADA RAMP W/ DETECTABLE WARNING SURFACE PER FDOT INDEX NO. 522-022	18	EA	$257.00	$ 4,626.00				4626.00	BENCHMARK	4626
6" CONCRETE FURNISHING PADS - SEE CONCRETE BID FORM	1575	SF	$22.78	$ 35,878.50				35878.50	BENCHMARK	35878.5
10'x10' CONCRETE MOCKUPS	1	EA	$1,302.00	$ 1,302.00				1302.00	SMITH & COMPANY	1302

BURKHARDT CONSTRUCTION, INC.

EXHIBIT "A"

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
SUBGRADE, BASE, AND HARDSCAPE ELEMENTS CONSTRUCTION				$8,911,551.61						
MAINTENANCE BUILDING AREA										
4" CONCRETE SIDEWALK - SEE CONCRETE	210	SF	SEE CONCRETE							0
12" COMPACTED SUBGRADE FOR 4" CONCRETE SIDEWALK AREAS	24	SY	$14.25	$ 342.00				342.00	SMITH & COMPANY	342
6" CONCRETE TRASH ENCLOSURE W/ 6X6 , 10X10 WWF - SEE CONCRETE	510	SF	SEE CONCRETE							0
8" CONCRETE DRIVEWAY - SEE CONCRETE	1,150	SF	SEE CONCRETE							0
10" STABILIZED SUBGRADE FOR 8" CONCRETE AND 6" CONCRETE AREAS	195	SY	$7.07	$ 1,378.65				1378.65	SMITH & COMPANY	1378.65
7" BASEROCK FOR 8" CONCRETE AND 6" CONCRETE AREAS	195	SY	$29.12	$ 5,678.40				5678.4	SMITH & COMPANY	5678.4
2" ASPHALT - TWO 1" LIFTS OF SP-9.5 W/ TACK	817	SY	$20.44	$ 16,699.48				16699.48	SMITH & COMPANY	16699.48
8" STABILIZED SUBGRADE FOR ASPHALT AREAS	858	SY	$7.07	$ 6,066.06				6066.06	SMITH & COMPANY	6066.06
8" BASEROCK FOR ASPHALT AREAS	858	SY	$19.66	$ 16,868.28				16868.28	SMITH & COMPANY	16868.28
PRIME BASEROCK FOR ASPHALT AREAS	858	SY	$0.71	$ 609.18				609.18	SMITH & COMPANY	609.18
PICKLEBALL COURT CONSTRUCTION (6 ASPHALT HARD COURTS)										
1" FDOT TYPE S-III ASPHALT - VIRGIN MATERIAL ASPHALT	1,848	SY	$25.00	$ 46,200.00				46200	BIG D PAVING	46200
12" COMPACTED SUBGRADE	1,940	SY	$3.00	$ 5,820.00				5820	BIG D PAVING	5820
12" BASEROCK	1,940	SY	$53.00	$ 102,820.00				102820	BIG D PAVING	102820
PLEXI CUSHION COATING SYSTEM PER DET E/H1.06	16,625	SF	$3.50	$ 58,187.50				58187.5	BIG D PAVING	58187.5
PICKLEBALL COURT LINES	1,350	LF	$6.00	$ 8,100.00				8100	BIG D PAVING	8100
F&I PICKLEBALL POSTS AND NETS PER DETAIL D/H1.06	6	EA	$2,750.00	$ 16,500.00				16500	BIG D PAVING	16500
12"X12" CONCRETE HEADER CURB w/ 4 EA #4 REBAR PER DET E/H1.06 - SEE CONCRETE	535	LF	SEE CONCRETE							0
BASKETBALL COURTS										
METAL BASKETBALL PAVILION PER A1.40 - SEE VERTICAL CONSTRUCTION	1	EA	SEE VERTICAL CONSTRUCTION							0
6" CONCRETE 4,000 PSI W/ WWF 6"X6"X1.4 - INCLUDES EXPANSION JOINTS AND CONTROL JOINTS - SEE VERTICAL AND CONCRETE	9,600	SF	SEE CONCRETE							0
BASKETBALL HOOP - CEILING MOUNT RETRACTABLE - SEE VERTICAL CONSTRUCTION	2	EA	SEE VERTICAL CONSTRUCTION							0
12" COMPACTED SUBGRADE	1,067	SY	$2.03	$ 2,166.01				2166.01	SMITH & COMPANY	2166.01
SELF LEVELING CAULK FOR EXPANSION JOINT	394	LF	$45.00	$ 17,730.00				17730	BIG D PAVING	17730
BASKETBALL COURT SURFACING SYSTEM DECOTURF PER DET B/H1.05	5,650	SF	$4.00	$ 22,600.00				22600	BIG D PAVING	22600
OUTDOOR GYM AREA										
EXERCISE EQUIPMENT - KOMPAN	1	LS	$128,344.52	$ 128,344.52				128344.52	KOMPAN	128344.52
EXERCISE INSTALLATION - KOMPAN	1	LS	$31,921.05	$ 31,921.05				31921.05	KOMPAN	31921.05
PAVILION "D" - RCP SHELTERS MODEL TS-G3450-04 - SEE VERTICAL CONSTRUCTION	1	EA	SEE VERTICAL CONSTRUCTION							0
6" CONCRETE 4,000 PSI W/ WWF 6"X6"X1.4 - INCLUDES EXPANSION JOINTS AND CONTROL JOINTS - SEE CONCRETE	2,585	SF	SEE CONCRETE							0
12" STABILIZED SUBGRADE FOR OUTDOOR GYM CONCRETE SLAB AREA	288	SY	$10.61	$ 3,055.68				3055.68	SMITH & COMPANY	3055.68
8"X8" CONCRETE FLUSH CURB - SEE CONCRETE	65	LF	SEE CONCRETE							0
PLAYGROUND PADDING, TURF AND INFILL FOR PULL UP STATION AREA - FOREVER LAWN	290	SF	$26.91	$ 7,804.08				7804.08	FOREVER LAWN	7804.08
12" COMPACTED SUBGRADE FOR PLAYGROUND TURF / PULL UP AREA	40	SY	$2.03	$ 81.20				81.20	SMITH & COMPANY	81.2
FILTER FABRIC FOR PLAYGROUND TURF	80	SY	$1.96	$ 156.80				156.80	SMITH & COMPANY	156.8
4" PERFORATED PIPE UNDERDRAIN FOR PLAYGROUND TURF AREA (INCLUDE ADDITIONAL DEPTH OF #57 STONE FOR THE UNDERDRAIN PER DET A/H1.56	65	LF	$25.88	$ 1,682.20				1682.20	SMITH & COMPANY	1682.2
CONNECT UNDERDRAIN TO 8" DRAINAGE WITH TEE	1	EA	$703.40	$ 703.40				703.40	SMITH & COMPANY	703.4
4" OF 57 STONE DRAINAGE LAYER FOR PLAYGROUND TURF PER DETAIL A/H1.56	33	SY	$27.98	$ 923.34				923.34	SMITH & COMPANY	923.34
SKATE PARK										
SKATE PARK SKATE ELEMENTS - ACTION SPORTS DESIGN PROPOSAL 2/11/26	1	LS	$2,164,016.80	$ 2,164,016.80				2164016.80	ACTION SPORTS DESIGN	2164016.8
12" COMPACTED SUBGRADE SKATEPARK	908	SY	$2.03	$ 1,843.24				1843.24	SMITH & COMPANY	1843.24
12" HEADER CURB - SEE CONCRETE	248	LF	SEE CONCRETE							0
6" CONCRETE SIDEWALK - SEE CONCRETE	10,091	SF	SEE CONCRETE							0
8" CONCRETE BLEACHER PADS - SEE CONCRETE	875	SF	SEE CONCRETE							0
TYPE "A" H.10 - DECORATIVE 6" THICK - SEE CONCRETE	285	SF	SEE CONCRETE							0
12" COMPACTED SUBGRADE SKATEPARK PLAZA AREA	1,278	SY	$2.03	$ 2,594.34				2594.34	SMITH & COMPANY	2594.34

BURKHARDT CONSTRUCTION, INC.

EXHIBIT "A"

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
SPLASH PAD										
SPLASH PAD PALAY FEATURES, EQUIPMENT PLUMBING AND INSTALLATION	1	LS	$915,492.39	$ 915,492.39				915492.39	APEX POOLS	915492.39
FLOWABLE FILL AROUND PIPES	1	ALL	$7,500.00	$ 7,500.00				7500.00	ALLOWANCE	7500
DECORATIVE CONCRETE TYPE "A" - 6" THICK W/ #4 REBAR @ 12" OC EACH WAY - SEE CONCRETE	1,780	SF	SEE CONCRETE							0
DECORATIVE CONCRETE TYPE "B" - 6" THICK W/ #4 REBAR @ 12" OC EACH WAY - SEE CONCRETE	1,032	SF	SEE CONCRETE							0
DECORATIVE CONCRETE TYPE "C" - 6" THICK W/ #4 REBAR @ 12" OC EACH WAY - SEE CONCRETE	1,845	SF	SEE CONCRETE							0
DECORATIVE CONCRETE TYPE "D" - 6" THICK W/ #4 REBAR @ 12" OC EACH WAY - SEE CONCRETE	1,038	SF	SEE CONCRETE							0
10'x10' CONCRETE MOCKUPS - SEE CONCRETE BID FORM	7	EA	SEE CONCRETE							0
6" REGULAR CONCRETE SIDEWALK - 6" THICK W/ #4 REBAR @ 12" OC EACH WAY - SEE CONCRETE	2,840	SF	SEE CONCRETE							0
12" COMPACTED SUBGRADE	1,026	SY	$2.03	$ 2,082.78				2082.78	SMITH & COMPANY	2082.78
PERMALOC CLEANLINE ALUMINUM EDGING PER DET D/H1.10	110	LF	$16.00	$ 1,760.00				1760.00	DW HARDSCAPES	1760
FILTER FABRIC	77	SY	$1.96	$ 150.92				150.92	SMITH & COMPANY	150.92
4" OF 57 STONE	77	SY	$14.85	$ 1,143.45				1143.45	SMITH & COMPANY	1143.45
PLAYGROUND										
PLAYGROUND EQUIPMENT - KOMPAN	1	LS	$2,742,246.80	$ 2,742,246.80				2742246.8	KOMPAN	2742246.8
PLAYGROUND INSTALLATION - KOMPAN	1	LS	$723,684.22	$ 723,684.22				723684.22	KOMPAN	723684.22
PLAYGROUND EQUIPMENT - LANDSCAPE STRUCTURES - REP SERVICES	1	LS	$59,004.39	$ 59,004.39				59004.39	REP SERVICES	59004.39
PLAYGROUND INSTALLATION - LANDSCAPE STRUCTURES - REP SERVICES	1	LS	$25,000.00	$ 25,000.00				25000	ALLOWANCE	25000
SHADE STRUCTURES - SEE VERTICAL CONSTRUCTION	3	EA	SEE VERTICAL CONSTRUCTION							0
PLAYGROUND PADDING, TURF AND INFILL - FOREVER LAWN	1	LS	$374,057.90	$ 374,057.90				374057.90	FOREVERLAWN	374057.9
8"X8" HEADER CURB FOR ARTIFICIAL TURF NAILER BOARD - SEE CONCRETE	590	LF	SEE CONCRETE							0
DECORATIVE CONCRETE TYPE "A" - SEE CONCRETE BID FORM	7,905	SF	SEE CONCRETE							0
8"X8" THICKENED EDGE FOR DECORATIVE CONCRETE TYPE "A" - SEE CONCRETE	460	LF	SEE CONCRETE							0
DECORATIVE CONCRETE TYPE "E" - SEE CONCRETE	12,230	SF	SEE CONCRETE							0
8"X8" THICKENED EDGE FOR DECORATIVE CONCRETE TYPE "E" - SEE CONCRETE	54	LF	SEE CONCRETE							0
6" CONCRETE SIDEWALK - SEE CONCRETE	2,625	SF	SEE CONCRETE							0
6" CONCRETE FURNISHING PADS - SEE CONCRETE	1,575	SF	SEE CONCRETE							0
12" COMPACTED SUBGRADE	6,101	SY	$2.03	$ 12,385.03				12385.03	SMITH & COMPANY	12385.03
PERMALOC EDGING FOR STONE WALKING PATH	66	LF	$16.00	$ 1,056.00				1056.00	DW HARDSCAPES	1056
EDGER STONE FOR STONE WALKING PATH	66	LF	$44.00	$ 2,904.00				2904.00	DW HARDSCAPES	2904
FILTER FABRIC FOR STONE WALKING PATH	20	SY	$22.50	$ 450.00				450.00	DW HARDSCAPES	450
FIELD STONE AND AGGREGATE FOR STONE WALKING PATH	150	SF	$55.00	$ 8,250.00				8250.00	DW HARDSCAPES	8250
FILTER FABRIC FOR PLAYGROUND TURF	3500	SY	$1.96	$ 6,860.00				6860.00	SMITH & COMPANY	6860
4" PERFORATED PIPE UNDERDRAIN FOR PLAYGROUND TURF AREA (INCLUDE ADDITIONAL DEPTH OF #57 STONE FOR THE UNDERDRAIN PER DET A/H1.56	1030	LF	$25.88	$ 26,656.40				26656.40	SMITH & COMPANY	26656.4
CONNECT UNDERDRAIN TO 8" DRAINAGE WITH TEE	5	EA	$703.04	$ 3,515.20				3515.20	SMITH & COMPANY	3515.2
4" OF 57 STONE DRAINAGE LAYER FOR PLAYGROUND TURF PER DETAIL A/H1.56	1630	SY	$27.98	$ 45,607.40				45607.40	SMITH & COMPANY	45607.4
DRIVEWAY/PARKING LOT/EMERGENCY ACCESS ROADS										
2" ASPHALT PAVEMENT DRIVEWAYS AND PARKING LOTS - TWO 1" LIFTS OF SP-9.5 W/ TACK	18535	SY	$20.44	$ 378,855.40				378855.40	SMITH & COMPANY	378855.4
8" STABILIZED SUBGRADE FOR DRIVEWAYS AND PARKING LOTS ASPHALT	19461	SY	$7.07	$ 137,589.27				137589.27	SMITH & COMPANY	137589.27
8" BASEROCK FOR DRIVEWAYS AND PARKING LOTS ASPHALT	19461	SY	$19.66	$ 382,603.26				382603.26	SMITH & COMPANY	382603.26
PRIME BASEROCK FOR DRIVEWAYS AND PARKING LOTS ASPHALT	19461	SY	$0.71	$ 13,817.31				13817.31	SMITH & COMPANY	13817.31
2" ASPHALT PAVEMENT MAINTENANCE YARD ACCESS ROAD - TWO 1" LIFTS OF SP-9.5 W/ TACK	320	SY	$21.11	$ 6,755.20				6755.20	SMITH & COMPANY	6755.2
8" STABILIZED SUBGRADE FOR MAINTENANCE YARD ACCESS ROAD ASPHALT	384	SY	$7.07	$ 2,714.88				2714.88	SMITH & COMPANY	2714.88
8" BASEROCK FOR MAINTENANCE YARD ASPHALT ROAD ASPHALT	384	SY	$19.66	$ 7,549.44				7549.44	SMITH & COMPANY	7549.44
PRIME BASEROCK FOR MAINTENANCE YARD ACCESS ROAD ASPHALT	384	SY	$0.71	$ 272.64				272.64	SMITH & COMPANY	272.64
6" MILLINGS MAINTENANCE YARD ACCESS	528	SY	$8.58	$ 4,530.24				4530.24	SMITH & COMPANY	4530.24
12" STABILIZED SUBGRADE FOR MAINTENANCE YARD ACCESS MILLINGS	580	SY	$10.61	$ 6,153.80				6153.80	SMITH & COMPANY	6153.8
12" BASEROCK FOR MAINTENANCE YARD ACCESS MILLINGS	580	SY	$29.48	$ 17,098.40				17098.40	SMITH & COMPANY	17098.4
6" MILLINGS EMERGENCY ACCESS ROAD	1120	SY	$8.58	$ 9,609.60				9609.60	SMITH & COMPANY	9609.6
12" STABILIZED SUBGRADE FOR EMERGENCY ACCESS ROAD MILLINGS	1232	SY	$10.61	$ 13,071.52				13071.52	SMITH & COMPANY	13071.52
12" BASEROCK FOR EMERGENCY ACCESS ROAD MILLINGS	1232	SY	$28.39	$ 34,976.48				34976.48	SMITH & COMPANY	34976.48
6" CURB PAD CRUSHED CONCRETE BASE - F CURB AND VALLEY GUTTER ONLY	14	SY	$19.60	$ 274.40				274.40	SMITH & COMPANY	274.4

BURKHARDT CONSTRUCTION, INC.

EXHIBIT "A"

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
PAVED AND UNPAVED TRAIL										
2" ASPHALT PAVEMENT ASPHALT TRAIL - TWO 1" LIFTS OF SP-9.5 W/ TACK	4812	SY	$21.58	$ 103,842.96				103842.96	SMITH & COMPANY	103842.96
12" COMPACTED SUBGRADE FOR ASPHALT TRAIL	6738	SY	$2.03	$ 13,678.14				13678.14	SMITH & COMPANY	13678.14
FILTER FABRIC FOR ASPHALT TRAIL	6738	SY	$1.96	$ 13,206.48				13206.48	SMITH & COMPANY	13206.48
4" BASEROCK FOR ASPHALT TRAIL	6738	SY	$12.48	$ 84,090.24				84090.24	SMITH & COMPANY	84090.24
PRIME BASEROCK FOR ASPHALT TRAIL	6738	SY	$0.71	$ 4,783.98				4783.98	SMITH & COMPANY	4783.98
12" COMPACTED SUBGRADE FOR UNPAVED AGGREGATE TRAIL	2166	SY	$2.03	$ 4,396.98				4396.98	SMITH & COMPANY	4396.98
FILTER FABRIC FOR UNPAVED AGGREGATE TRAIL	2166	SY	$1.96	$ 4,245.36				4245.36	SMITH & COMPANY	4245.36
4" CRUSHED SHELLROCK FOR UNPAVED AGGREGATE TRAIL	2166	SY	$10.66	$ 23,089.56				23089.56	SMITH & COMPANY	23089.56
TIE-IN AGGREGATE TRAIL TO ASPHALT TRAIL	8	EA	$639.86	$ 5,118.88				5118.88	SMITH & COMPANY	5118.88
BACKFILL/GRADE ADJACENT TO PATHWAY	40610	SF	$0.21	$ 8,528.10				8528.10	SMITH & COMPANY	8528.1
DRIVEWAY/PARKING LOT SIGNAGE AND STRIPING				$86,948.49						
HANDICAP PARKING SIGN PER DETAIL ON C0.59	17	EA	$383.92	$ 6,526.64				6526.64	SMITH & COMPANY	6526.64
R1 STOP SIGN PER DETAIL ON C0.59	14	EA	$511.89	$ 7,166.46				7166.46	SMITH & COMPANY	7166.46
W11-2 AND W16-7P PEDESTRIAN CROSSING SIGN PER DETAIL ON C0.58	20	EA	$934.20	$ 18,684.00				18684.00	SMITH & COMPANY	18684
AUTHORIZED PERSONNEL BEYOND THIS POINT SIGN	1	EA	$639.86	$ 639.86				639.86	SMITH & COMPANY	639.86
DO NOT ENTER SIGN	1	EA	$511.89	$ 511.89				511.89	SMITH & COMPANY	511.89
4" WHITE PARKING STALL STRIPING -THERMO	4980	LF	$2.11	$ 10,507.80				10507.80	SMITH & COMPANY	10507.8
4" WHITE DIAGONAL STRIPING - THERMO	320	LF	$2.24	$ 716.80				716.80	SMITH & COMPANY	716.8
6" WHITE ADA STRIPING - THERMO	825	LF	$2.24	$ 1,848.00				1848.00	SMITH & COMPANY	1848
6" BLUE ADA STRIPING - THERMO	600	LF	$2.24	$ 1,344.00				1344.00	SMITH & COMPANY	1344
24" WHITE STOP BAR - THERMO	150	LF	$10.23	$ 1,534.50				1534.50	SMITH & COMPANY	1534.5
24" WHITE CROSSWALK STRIPING - THERMO	200	LF	$10.23	$ 2,046.00				2046.00	SMITH & COMPANY	2046
"YIELD" PAVEMENT MARKING -THERMO	2	EA	$895.80	$ 1,791.60				1791.60	SMITH & COMPANY	1791.6
ADA SYMBOL PAVEMENT MARKING - THERMO	17	EA	$281.54	$ 4,786.18				4786.18	SMITH & COMPANY	4786.18
PARKING CAR STOPS WITH ANCHORS	322	EA	$89.58	$ 28,844.76				28844.76	SMITH & COMPANY	28844.76
FURNISHINGS				$369,425.04						
A H1.11 - STANDARD BENCH - 6' TRAILSIDE RECYCLED PLASTIC BENCH	10	EA	$1,274.37	$ 12,743.70				12743.7	BCI	12743.7
B H1.11 - 6' RECTANGULAR PICNIC TABLE - STYLE "A" - 6' SYCAMORE PICNIC TABLE	13	EA	$2,864.92	$ 37,244.02				37244.02	DW HARDSCAPES	37244.02
H1.11 B - 6' RECTANGULAR PICNIC TABLE - STYLE "B" ADA - 6' SYCAMORE PICNIC TABLE	2	EA	$3,009.38	$ 6,018.75				6018.75	DW HARDSCAPES	6018.75
H1.11 C - ROUND PICNIC TABLE - STYLE "A" - ROUND SYCAMORE PICNIC TABLE	4	EA	$2,407.50	$ 9,630.00				9630	DW HARDSCAPES	9630
H1.11 C - ROUND PICNIC TABLE - STYLE "B" ADA - ROUND SYCAMORE PICNIC TABLE	1	EA	$2,832.82	$ 2,832.82				2832.82	DW HARDSCAPES	2832.82
H1.11 D -CHARCOAL GRILL - PILOT ROCK GRILL	3	EA	$2,312.81	$ 6,938.42				6938.42	BCI	6938.42
H1.11 E - ASH WASTE BIN - PILOT ROCK HOT COAL BIN	3	EA	$1,266.35	$ 3,799.04				3799.04	BCI	3799.04
H1.11 F - BIKE RACK - DUMOR 130-40	3	EA	$1,313.03	$ 3,939.08				3939.08	BCI	3939.08
H1.11 G - WATER FOUNTAIN - ADA STAINLESS STEEL DRINKING FOUNTAIN MOST DEPENDABLE FOUNTAIN - INCLUDE CONNECTION TO 1" PE WATER SERVICE LINE UP TO 10' FROM DRINKING FOUNTAIN. INCLUDE "DRY" STORAGE WELL FOR DRINKING FOUNTAIN DRAINAGE	2	EA	$12,000.00	$ 24,000.00				24000	BCI	24000
H1.11 H - STANDARD WASTE RECEPTACLE - BELSON	5	EA	$1,988.00	$ 9,940.00				9940	BCI	9940
H1.11 I - DECORATIVE WASTE RECEPTACLE - CLASSIC SWING DOOR WASTE RECEPTACLE	5	EA	$2,500.00	$ 12,500.00				12500	BCI	12500
A H1.12 - FURNISH AND INSTALL FUNBRELLA & COVERS INCLUDING FOUNDATIONS	3	EA	$9,891.29	$ 29,673.88				29673.88	BCI	29673.88
B H1.12 - SPLASH PAD CHAIRS - POLYWOOD MODERN ADIRONDAK CHAIR	13	EA	$463.85	$ 6,029.99				6029.99	BCI	6029.99
D H1.12 - OUTDOOR SHOWER - MOST DEPENDABLE FOUNTAINS - INCLUDE CONNECTION TO 1" PE WATER SERVICE LINE UP TO 10' FROM SHOWER. INCLUDE "DRY" STORAGE WELL FOR SHOWER DRAINAGE	1	EA	$12,500.00	$ 12,500.00				12500	BCI	12500
E H1.12 - BLEACHERS - BELSON OUTDOORS	2	EA	$6,882.24	$ 13,764.48				13764.48	BCI	13764.48
F H1.12 - MODULAR CIRCULAR CONCRETE BENCH TYPE "A" - WAUSAU	9	EA	$2,450.00	$ 22,050.00				22050.00	DW HARDSCAPES	22050
G H1.12 - MODULAR CIRCULAR CONCRETE BENCH TYPE "B" - WAUSAU	12	EA	$2,450.00	$ 29,400.00				29400.00	DW HARDSCAPES	29400
B H1.13 - CONCRETE STONE BENCHES - STYLE "A" SMALL	9	EA	$855.46	$ 7,699.18				7699.18	DW HARDSCAPES	7699.18
B H1.13 - CONCRETE STONE BENCHES - STYLE "B" MEDIUM	4	EA	$942.14	$ 3,768.54				3768.54	DW HARDSCAPES	3768.54
B H1.13 - CONCRETE STONE BENCHES - STYLE "C" LARGE	4	EA	$1,275.98	$ 5,103.90				5103.90	DW HARDSCAPES	5103.9
C H1.17 - TRAIL BENCH - 6' RECYCLED PLASTIC MALIBU BENCH	5	EA	$1,286.72	$ 6,433.59				6433.59	BCI	6433.59
A H1.55 - PLAYGROUND PICNIC TABLE - STYLE "A" - 6' ROADSIDE TABLE	9	EA	$5,561.32	$ 50,051.92				50051.92	DW HARDSCAPES	50051.92
A H1.55 - PLAYGROUND PICNIC TABLE - STYLE "B" ADA - 6' ROADSIDE TABLE	1	EA	$5,432.92	$ 5,432.92				5432.92	DW HARDSCAPES	5432.92
B H1.55 - PLAYGROUND BENCH "A" - 6' CUSTOM PLAZA STYLE BENCH	8	EA	$2,953.20	$ 23,625.60				23625.6	DW HARDSCAPES	23625.6
C H1.55 - PLAYGROUND BENCH "B" - 6' MORRISON STYLE BENCH NO BACK	5	EA	$1,365.86	$ 6,829.28				6829.28	DW HARDSCAPES	6829.28
D H1.55 - PLAYGROUND BENCH "C" WITH UMBRELLA - BENCH ONLY	3	EA	$4,124.85	$ 12,374.55				12374.55	DW HARDSCAPES	12374.55
D H1.55 - ULINE UMBRELLA H-8158R	9	EA	$566.82	$ 5,101.38				5101.38	BCI	5101.38

BURKHARDT CONSTRUCTION, INC.

EXHIBIT "A"

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
FENCES AND GATES				$144,303.40						
A H1.16 - BLACK VINYL COATED CHAIN LINK FENCE - 4' HEIGHT PICKLEBALL	690	LF	$25.88	$ 17,857.20				17857.20	BUDGET FENCE	17857.2
A H1.16 - BLACK VINYL COATED CHAIN LINK FENCE - 6' HEIGHT - PICKLEBALL COURT AREA - INCLUDE LAYOUT AND INSTALLATION OF SLEEVES/BLOCKOUTS IN THE HEADER CURB	524	LF	$33.00	$ 17,292.00				17292.00	BUDGET FENCE	17292
A H1.16 - BLACK VINYL COATED CHAIN LINK FENCE - 4' HEIGHT SPLASH PAD	340	LF	$25.88	$ 8,799.20				8799.20	BUDGET FENCE	8799.2
A H1.16 - BLACK VINYL COATED CHAIN LINK FENCE - 6' HEIGHT - SPLASH PAD AREA - INCLUDE HDPE PRIVACY SLATS	110	LF	$47.00	$ 5,170.00				5170.00	BUDGET FENCE	5170
B H1.16 - 6' HT DOUBLE BLACK VINYL COATED CHAIN LINK FENCE GATE - PICKLEBALL COURT AREA	1	EA	$2,490.00	$ 2,490.00				2490.00	BUDGET FENCE	2490
C H1.16 - 6' HT SINGLE BLACK VINYL COATED CHAIN LINK FENCE GATE - PICKLEBALL COURT AREA	1	EA	$1,350.00	$ 1,350.00				1350.00	BUDGET FENCE	1350
C H1.16 - 6' HT SINGLE BLACK VINYL COATED CHAIN LINK FENCE GATE - SPLASH PAD AREA - INCLUDE HDPE PRIVACY SLATS	1	EA	$1,450.00	$ 1,450.00				1450.00	BUDGET FENCE	1450
D H1.16 - 8' CHAIN LINK FENCE, GALVANIZED - MAINTENANCE BUILDING AREA	350	LF	$39.70	$ 13,895.00				13895.00	BUDGET FENCE	13895
A H1.17 - TWO RAIL WOOD FENCE	327	LF	$17.00	$ 5,559.00				5559.00	BUDGET FENCE	5559
B H1.17 - 4' ALUMINUM FENCE - AMERISTAR ECHELON MAJESTIC STYLE 3 RAIL BLACK - SPLASH PAD AREA	50	LF	$55.50	$ 2,775.00				2775.00	BUDGET FENCE	2775
B H1.17 - 4' ALUMINUM FENCE GATE - AMERISTAR ECHELON MAJESTIC STYLE 3 RAIL BLACK - SPLASH PAD AREA	2	EA	$1,025.00	$ 2,050.00				2050.00	BUDGET FENCE	2050
A H1.18 - DOUBLE VEHICULAR ENTRY GATE	1	EA	$2,195.00	$ 2,195.00				2195.00	BUDGET FENCE	2195
B H1.18 - SINGLE VEHICULAR ENTRY GATE	3	EA	$1,350.00	$ 4,050.00				4050.00	BUDGET FENCE	4050
KNOX BOX FOR GATES	4	EA	$980.00	$ 3,920.00				3920.00	BUDGET FENCE	3920
C H1.18 - 8' HT DOUBLE CHAIN LINK GATE, GALVANIZED - MAINTENANCE AREA	2	EA	$3,592.00	$ 7,184.00				7184.00	BUDGET FENCE	7184
D H1.18 - TYPICAL WINDSCREEN - 6' HT	600	LF	$5.20	$ 3,120.00				3120.00	BUDGET FENCE	3120
SKATE PARK METAL SECURITY FENCE PER DETAILS ON SHEET SP-5.07	455	LF	$91.40	$ 41,587.00				41587.00	BUDGET FENCE	41587
SKATE PARK METAL SECURITY FENCE DOUBLE GATE PER DETAILS ON SP-5.07	1	EA	$3,560.00	$ 3,560.00				3560.00	BUDGET FENCE	3560
WAYFINDING, DECORATIVE, AND SPECIALTY SIGNAGE				$370,694.63						
SIGNAGE DESIGN TIME	6	HR	$75.00	$ 450.00				450	LAURETANO SIGN	450
TECHNICAL SURVEY	1	EA	$550.00	$ 550.00				550	LAURETANO SIGN	550
PERMIT TIME	1	LS	$1,550.00	$ 1,550.00				1550	LAURETANO SIGN	1550
SIGNAGE INSTALLATION	1	LS	$82,346.29	$ 82,346.29				82346.29	LAURETANO SIGN	82346.29
C H1.13 - ENTRY STICKS - 6' X4" ROUND FENCE POST - COLOR RAL6015	15	EA	$288.16	$ 4,322.40				4322.4	LAURETANO SIGN	4322.4
C H1.13 - ENTRY STICKS - 6' X4" ROUND FENCE POST - COLOR RAL6016	16	EA	$288.16	$ 4,610.56				4610.56	LAURETANO SIGN	4610.56
C H1.13 - ENTRY STICKS - 6' X4" ROUND FENCE POST - COLOR RAL6017	17	EA	$288.16	$ 4,898.72				4898.72	LAURETANO SIGN	4898.72
C H1.13 - ENTRY STICKS - 6' X4" ROUND FENCE POST - COLOR RAL6018	18	EA	$288.16	$ 5,186.88				5186.88	LAURETANO SIGN	5186.88
C H1.13 - ENTRY STICKS - 7' X4" ROUND FENCE POST - COLOR RAL6037	17	EA	$288.16	$ 4,898.72				4898.72	LAURETANO SIGN	4898.72
C H1.13 - ENTRY STICKS - 8' X4" ROUND FENCE POST- COLOR RAL6002	14	EA	$288.16	$ 4,034.24				4034.24	LAURETANO SIGN	4034.24
E H1.56 - FAIRY WING WOOD POST - 4'6"X4" ROUND FENCE POST - NO WINGS - COLOR RAL6018	5	EA	$288.16	$ 1,440.80				1440.8	LAURETANO SIGN	1440.8
E H1.56 - FAIRY WING WOOD POST - 5'6"X4" ROUND FENCE POST - WITH WINGS - COLOR RAL6037	6	EA	$986.63	$ 5,919.78				5919.78	LAURETANO SIGN	5919.78
E H1.56 - FAIRY WING WOOD POST - 6'6"X4" ROUND FENCE POST - NO WINGS - COLOR RAL6002	8	EA	$335.53	$ 2,684.24				2684.24	LAURETANO SIGN	2684.24
D H1.13 - HEXAGON MOON GATE - INCLUDING FOUNDATIONS	1	EA	$6,171.82	$ 6,171.82				6171.82	LAURETANO SIGN	6171.82
E H1.13 - PLAYGROUND ENTRY ARCH - INCLUDING FOUNDATION	2	EA	$8,398.11	$ 16,796.22				16796.22	LAURETANO SIGN	16796.22
A H1.14 - PARK RULES SIGN - INCLUDE B - POST SIGN AND FOUNDATION	9	EA	$743.03	$ 6,687.27				6687.27	LAURETANO SIGN	6687.27
C H1.14 - PLAYGROUND POD SIGN - INCLUDE FOUNDATION	7	EA	$676.47	$ 4,735.29				4735.29	LAURETANO SIGN	4735.29
D H1.14 - PARK ENTRY MONUMENT SIGN - DOUBLE SIDED MONUMENT SIGN W/ DIGITAL BOARD - INCLUDE FOUNDATION	1	EA	$167,443.00	$ 167,443.00				167443	DAKTRONICS	167443
A H1.15 - WAYFINDING SIGN - INCLUDE FOUNDATION	6	EA	$1,028.07	$ 6,168.42				6168.42	LAURETANO SIGN	6168.42
B H1.15 - DRAGON TAIL ALUMINUM PANEL - SECTION 1 - INCLUDE FOUNDATION	1	EA	$5,780.82	$ 5,780.82				5780.82	LAURETANO SIGN	5780.82
B H1.15 - DRAGON TAIL ALUMINUM PANEL - SECTION 2 - INCLUDE FOUNDATION	2	EA	$6,546.76	$ 13,093.52				13093.52	LAURETANO SIGN	13093.52
B H1.15 - DRAGON TAIL ALUMINUM PANEL - SECTION 3 - INCLUDE FOUNDATION	2	EA	$6,990.34	$ 13,980.68				13980.68	LAURETANO SIGN	13980.68
B H1.15 - DRAGON TAIL ALUMINUM PANEL - SECTION 4 - INCLUDE FOUNDATION	1	EA	$6,944.96	$ 6,944.96				6944.96	LAURETANO SIGN	6944.96

BURKHARDT CONSTRUCTION, INC.

EXHIBIT "A"

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
LANDSCAPING				$1,116,932.75						
TREES										
AM - CHRISTMAS PALM 25 GAL. 8' OA	16	EA	$178.00	$ 2,848.00				2848.00	MEYERS TURF	2848
BC - PINDO PALM 30GAL. 5' OA	7	EA	$480.00	$ 3,360.00				3360.00	MEYERS TURF	3360
BS - GUMBO LIMBO 60 GAL. 3"CAL. 14' HT X 5' SPR	11	EA	$811.00	$ 8,921.00				8921.00	MEYERS TURF	8921
CD - PIGEON PLUM 65 GAL. 2.5" CAL.12' HT X 5' SPR	12	EA	$756.00	$ 9,072.00				9072.00	MEYERS TURF	9072
CS - SILK FLOSS TREE 60 GAL. 3" CAL. 14' HT X 5' SPR	2	EA	$893.00	$ 1,786.00				1786.00	MEYERS TURF	1786
DD - TRIANGLE PALM FG 10'-12' OA	6	EA	$825.00	$ 4,950.00				4950.00	MEYERS TURF	4950
LL - WILD TAMARIND 45 GAL. 2.5" CAL. 12' HT X 5' SPR	21	EA	$756.00	$ 15,876.00				15876.00	MEYERS TURF	15876
LM - MUSKOGEE CRAPE MYRTLE 45 GAL. MULTI CAL. 12' HT X 5' SPR	16	EA	$825.00	$ 13,200.00				13200.00	MEYERS TURF	13200
LN - NATCHEZ CRAPE MYRTLE 45 GAL. MULTI CAL. 12' HT X 5' SPR	19	EA	$825.00	$ 15,675.00				15675.00	MEYERS TURF	15675
MC - WAX MYRTLE F.G. MULTI CAL. 8' OA	27	EA	$825.00	$ 22,275.00				22275.00	MEYERS TURF	22275
PE - SPLASH PINE CONT.	59	EA	$701.00	$ 41,359.00				41359.00	MEYERS TURF	41359
MF - SIMPSON'S STOPPER 45 GAL. 2.5" CAL. 12 'HT X 5' SPR	16	EA	$825.00	$ 13,200.00				13200.00	MEYERS TURF	13200
PO - AMERICAN SYCAMORE F.G. 3" CAL. 12 'HT X 5' SPR	17	EA	$1,100.00	$ 18,700.00				18700.00	MEYERS TURF	18700
QS - SPECIMEN LIVE OAK F.G. 8" CAL. 25' HT	6	EA	$8,000.00	$ 48,000.00				48000.00	MEYERS TURF	48000
QV - SOUTHERN LIVE OAK 65 GAL. 3" CAL. 12' HT X 5' SPR	53	EA	$85.00	$ 4,505.00				4505.00	MEYERS TURF	4505
SR - CABBAGE PALM - RELOCATED - INCLUDE FERTILIZE / STAKE (SEE SHEET L0.06)	28	EA	$190.00	$ 5,320.00				5320.00	MEYERS TURF	5320
SS - CABBAGE PALM F.G./B&B 16-20' CT	69	EA	$190.00	$ 13,110.00				13110.00	MEYERS TURF	13110
SHRUBS										
AH - CHENILLE PLANT 3 GAL. 30" O.C. 18"X18"	217	EA	$15.50	$ 3,363.50				3363.50	MEYERS TURF	3363.5
CA - AMERICAN BEAUTYBERRY 7 GAL. 36" O.C. 36"HT	180	EA	$68.00	$ 12,240.00				12240.00	MEYERS TURF	12240
CH - EUROPEAN FAN PALM 15 GAL. 48" HT	15	EA	$192.00	$ 2,880.00				2880.00	MEYERS TURF	2880
CI - RED TIP COCO PLUM 3 GAL. 30" O.C. 18"X18"	471	EA	$11.00	$ 5,181.00				5181.00	MEYERS TURF	5181
CP - PAGODA FLOWER 7 GAL. 24" O.C. 36" HT	158	EA	$33.00	$ 5,214.00				5214.00	MEYERS TURF	5214
HP - FIREBUSH 3 GAL. 30" O.C. 24"X24"	369	EA	$12.00	$ 4,428.00				4428.00	MEYERS TURF	4428
IF - FLORIDA RED ANISE 3 GAL. 30" O.C. 24"X24"	13	EA	$18.00	$ 234.00				234.00	MEYERS TURF	234
PA - BLUE PLUMBAGO 3 GAL. 30" O.C. 24"X24"	268	EA	$12.00	$ 3,216.00				3216.00	MEYERS TURF	3216
PP - BRIDAL BOUQUET FRANGIPANI 15 GAL. 48" O.C. 4-6' HT	33	EA	$179.00	$ 5,907.00				5907.00	MEYERS TURF	5907
SV - SWEET VIBURNUM 7 GAL. 30" O.C. 24"X24"	698	EA	$44.00	$ 30,712.00				30712.00	MEYERS TURF	30712
VM - MRS. SCHILLERS DELIGHT WALTER'S VIBURNUM 3 GAL. 30" O.C. 15"X15"	76	EA	$18.00	$ 1,368.00				1368.00	MEYERS TURF	1368
MU - PINK MUHLY GRASS 3 GAL. 36" O.C. 18" HT	269	EA	$11.00	$ 2,959.00				2959.00	MEYERS TURF	2959
TF - DWARF FAKAHATCHEE GRASS 3 GAL. 36" O.C. 24" HT	774	EA	$11.00	$ 8,514.00				8514.00	MEYERS TURF	8514
GROUND COVERS										
AG - PERENNIAL PEANUT 1 GAL. 12" O.C. 10" SPR	10482	EA	$5.50	$ 57,651.00				57651.00	MEYERS TURF	57651
FM - FLOWERING GROUNDCOVER MIX 1 GAL. 15" O.C.	1296	EA	$5.50	$ 7,128.00				7128.00	MEYERS TURF	7128
IN - DWARF YAUPON HOLLY 3 GAL. 18" O.C. 12" X 12"	1155	EA	$15.00	$ 17,325.00				17325.00	MEYERS TURF	17325
JC - CHINESE JUNIPER 3 GAL. 24" O.C. 12" X 15"	1193	EA	$13.00	$ 15,509.00				15509.00	MEYERS TURF	15509
LU - EMERALD GODDESS LIRIOPE 1 GAL. 18" O.C. 12" HT	788	EA	$6.00	$ 4,728.00				4728.00	MEYERS TURF	4728
MULCH	77000	SF	$0.63	$ 48,510.00				48510.00	MEYERS TURF	48510
PS - PINE STRAW MULCH BED	2986	SF	$15.00	$ 44,790.00				44790.00	MEYERS TURF	44790
SOD - FLORATAM ST. AGUSTINE GRASS	131505	SF	$0.65	$ 85,478.25				85478.25	MEYERS TURF	85478.25
SOD2 - ARGENTINE BAHIAGRASS	200000	SF	$0.55	$ 110,000.00				110000.00	MEYERS TURF	110000
ALLOWANCE FOR TEMPORARY WATERING OF BAHIA SOD	1	ALL	$40,000.00	$ 40,000.00				40000.00	ALLOWANCE	40000
MISCELLANEOUS LANDSCAPE ITEMS										
TREE STAKING / GUYING / STAKING TO BE PAINTED GREEN	384	EA	$35.00	$ 13,440.00				13440.00	MEYERS TURF	13440
SOIL AMENDMENTS	1	LS	$5,000.00	$ 5,000.00				5000.00	MEYERS TURF	5000
PRE/POST EMERGENT HERBICIDE	1	LS	$5,000.00	$ 5,000.00				5000.00	MEYERS TURF	5000
PLANTING SOILS	1500	CY	$100.00	$ 150,000.00				150000.00	MEYERS TURF	150000
90 DAY MAINTENANCE AFTER SUBSTANTIAL COMPLETION (PLAN SHEET L1.51 NOTE R)	1	LS	$28,000.00	$ 28,000.00				28000.00	MEYERS TURF	28000
ADDITIONAL 90 DAY MAINTENANCE AFTER INITIAL 90 DAY MAINTENANCE POST CERTIFICATION OF ACCEPTABILITY (PLAN SHEET L1.51 NOTE S)	1	LS	$27,000.00	$ 27,000.00				27000.00	MEYERS TURF	27000
F&I ROOT BARRIER	200	LF	$20.00	$ 4,000.00				4000.00	MEYERS TURF	4000
ALLOWANCE FOR ADDITIONAL PLANTINGS IN NATURAL AREAS	1	ALL	$125,000.00	$ 125,000.00				125000.00	ALLOWANCE	125000

BURKHARDT CONSTRUCTION, INC.

EXHIBIT "A"

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
IRRIGATION				$400,000.00						
IRRIGATION SYSTEM COMPLETE (INCL. BUT NOT LIMITED TO)	1	LS	$400,000.00	$ 400,000.00				400000	MEYERS TURF	400000
PUMP STATION COMPLETE PACKAGE INCLUDING PUMP, PUMP CONTROLS/PANELS AND SUCTION LINE TO LAKE			INCLUDED							
FLOW SENSOR			INCLUDED							
CONTROLLER WITH PEDESTAL AND ENCLOSURE			INCLUDED							
SCHEDULE 40 PVC SLEEVES			INCLUDED							
SCHEDULE 40 PVC MAINLINE AND CL200 ZONE LATERALS			INCLUDED							
VALVES, VALVE BOXES, AND WIRE			INCLUDED							
SPRAY HEADS			INCLUDED							
BUBBLERS / DRIP LINES			INCLUDED							
CONSTRUCTION CONTINGENCY				$1,200,000.00						
CONSTRUCTION CONTINGENCY	1	EA	$1,200,000.00	$ 1,200,000.00				1200000		1200000
					Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
					0	0	0	25349386.39	0	25349386.39

TORINO PARK PHASE 1 DIRECT CONSTRUCTION COSTS **$25,349,386.39**

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ALLOWANCES INCLUDED IN DIRECT COSTS ABOVE										
CLEAN & TV SEWER - ALLOWANCE	1	LS	$10,000.00	$ 10,000.00				$10,000.00	ALLOWANCE	10000
ALLOWANCE FOR SHEETING AND DEWATERING RETENTION POND OUTFALL PIPES	1	ALL	$62,500.00	$ 62,500.00				$62,500.00	ALLOWANCE	62500
ALLOWANCE FOR STORM BAFFLES	22	EA	$1,200.00	$ 26,400.00				$26,400.00	ALLOWANCE	26400
CLEAN & TV STORM - ALLOWANCE	1	LS	$30,000.00	$ 30,000.00				$30,000.00	ALLOWANCE	30000
ADD ALLOWANCE - ALLOWANCE FOR HANDHOLES AT 34 POLE LOCATIONS FOR LOW VOLTAGE	1	ALL.	$34,000.00	$ 34,000.00				34000.00	ALLOWANCE	34000
ADD ALLOWANCE - ALLOWANCE FOR DUAL CHAMBER POLES AT 34 POLE LOCATIONS FOR LOW VOLTAGE	1	ALL.	$204,000.00	$ 204,000.00				204000.00	ALLOWANCE	204000
ADD ALLOWANCE - ALLOWANCE FOR FPL TRANSFORMERS AND SERVICE	1	ALL.	$300,000.00	$ 300,000.00				300000.00	ALLOWANCE	300000
THICKENED EDGE, REINFORCEMENT, WATER STOP, EXPANSION JOINT AND CAULKING FOR PERIMETER OF WET DECK PER DETAIL 4 S1.1 OF THE SPLASH PAD PLANS	200	LF	$50.00	$ 10,000.00				10000.00	ALLOWANCE	10000
THICKENED EDGE AND REINFORCEMENT AROUND MAIN DRAIN PER DETAIL 3 S1.1 OF THE SPLASH PAD PLANS	1	EA	$2,500.00	$ 2,500.00				2500.00	ALLOWANCE	2500
REINFORCEMENT AROUND CONCRETE OPENINGS PER DETAIL 2 S1.1 OF THE SPLASH PAD PLANS	32	EA	$500.00	$ 16,000.00				16000.00	ALLOWANCE	16000
8"X8" THICKENED EDGE FOR DECORATIVE CONCRETE TYPE "A"	460	LF	$30.00	$ 13,800.00				13800.00	ALLOWANCE	13800
8"X8" THICKENED EDGE FOR DECORATIVE CONCRETE TYPE "E"	54	LF	$30.00	$ 1,620.00				1620.00	ALLOWANCE	1620
PLAYGROUND INSTALLATION - LANDSCAPE STRUCTURES - REP SERVICES	1	LS	$25,000.00	$ 25,000.00				25000	ALLOWANCE	25000
ALLOWANCE FOR TEMPORARY WATERING OF BAHIA SOD	1	ALL	$40,000.00	$ 40,000.00				40000.00	ALLOWANCE	40000
ALLOWANCE FOR ADDITIONAL PLANTINGS IN NATURAL AREAS	1	ALL	$125,000.00	$ 125,000.00				125000.00	ALLOWANCE	125000

BURKHARDT CONSTRUCTION, INC.

EXHIBIT "A"

City of Port St. Lucie

Torino Regional Park Phase 1

Off-Site Roadway Improvements / N. Torino Parkway Improvements

Prepared by Burkhardt Construction, Inc.

LEGEND FOR ABBREVIATIONS

EA - Each	**SF** - Square Foot
E/D - Each Day	**SY** - Square Yard
DAY - Daily	**TCY** - Truck Cubic Yard
LS - Lump Sum	**ALL** - Allowance
ROL - Rolls	
LF - Lineal Foot	

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
MAINTENANCE OF TRAFFIC				$134,291.82						
MAINTENANCE OF TRAFFIC INCLUDING ALL NECESSARY TEMPORARY ROADWAY PROVISIONS TO KEEP THE ROADWAY OPEN AT ALL TIMES.	1	LS	$109,291.82	$ 109,291.82				109291.82	SMITH & COMPANY	109291.82
MAINTENANCE OF TRAFFIC FOR ELECTRICAL, LANDSCAPING AND IRRIGATION TRADES WHICH ARE NOT UNDER SMITH & COMPANY'S SCOPE OF WORK	1	LS	$25,000.00	$ 25,000.00				25000.00	BCI	25000
DEMOLITION/CLEARING AND GRUBBING				$116,130.07						
NPDES PERMITTING AND REPORTING	1	LS	$3,303.61	$ 3,303.61				3303.61	SMITH & COMPANY	3303.61
SILT FENCE	4219	LF	$4.29	$ 18,099.51				18099.51	SMITH & COMPANY	18099.51
INLET PROTECTION	10	EA	$193.07	$ 1,930.70				1930.70	SMITH & COMPANY	1930.7
TURBIDITY BARRIER	100	LF	$12.87	$ 1,287.00				1287.00	SMITH & COMPANY	1287
GRAVEL DRIVE AT CONSTRUCTION ENTRANCE	1	EA	$6,446.33	$ 6,446.33				6446.33	SMITH & COMPANY	6446.33
CLEAR AND GRUB	4	AC	$7,443.84	$ 32,752.90				32752.90	SMITH & COMPANY	32752.896
TREE REMOVAL AND STUMP REMOVAL	10	EA	$461.22	$ 4,612.20				4612.20	SMITH & COMPANY	4612.2
SAWCUT ASPHALT	50	LF	$3.97	$ 198.50				198.50	SMITH & COMPANY	198.5
ASPHALT AND BASE REMOVAL	17893	SF	$2.47	$ 44,195.71				44195.71	SMITH & COMPANY	44195.71
FINAL CONSTRUCTION CLEAN	1	LS	$3,303.61	$ 3,303.61				3303.61	SMITH & COMPANY	3303.61
EARTHWORK AND GRADING				$168,542.75						
ROUGH GRADE SITE	4	AC	$4,891.06	$ 21,520.66				21520.66	SMITH & COMPANY	21520.664
PROOF ROLL SITE GRADE SITE	4	AC	$2,413.35	$ 10,618.74				10618.74	SMITH & COMPANY	10618.74
REGULAR EXCAVATION	794	CY	$2.04	$ 1,619.76				1619.76	SMITH & COMPANY	1619.76
EMBANKMENT	5,654	CY	$13.84	$ 78,251.36				78251.36	SMITH & COMPANY	78251.36
EXCAVATE FOR LANDSCAPE AREAS	1,156	CY	$4.13	$ 4,774.28				4774.28	SMITH & COMPANY	4774.28
GRADE/COMPACT FOR ROADWAY/APRON ASPHALT	3,658	SY	$2.39	$ 8,742.62				8742.62	SMITH & COMPANY	8742.62
GRADE/COMPACT FOR TRUCK APRON	520	SY	$2.39	$ 1,242.80				1242.80	SMITH & COMPANY	1242.8
GRADE/COMPACT FOR CURB	770	SY	$1.56	$ 1,201.20				1201.20	SMITH & COMPANY	1201.2
GRADE/COMPACT FOR ASPHALT DRIVEWAY	115	SY	$2.09	$ 240.35				240.35	SMITH & COMPANY	240.35
GRADE/COMPACT SIDEWALKS/MULTI USE PATHWAYS	4,055	SY	$1.93	$ 7,826.15				7826.15	SMITH & COMPANY	7826.15
GRADE LANDSCAPE AREAS	1,733	SY	$2.09	$ 3,621.97				3621.97	SMITH & COMPANY	3621.97
GRADE FOR NEW SWALE	4,177	SY	$2.36	$ 9,857.72				9857.72	SMITH & COMPANY	9857.72
RE-GRADE EXISTING SWALE	9,418	SY	$1.88	$ 17,705.84				17705.84	SMITH & COMPANY	17705.84
FINAL DRESSING AND FINISH GRADING	1	LS	$1,319.30	$ 1,319.30				1319.30	SMITH & COMPANY	1319.3
STORM DRAINAGE				$112,627.99						
19"X30" ERCP	273	LF	$75.08	$ 20,496.84				20496.84	SMITH & COMPANY	20496.84
19"X30" MITERED END SECTIONS	6	EA	$1,405.10	$ 8,430.60				8430.60	SMITH & COMPANY	8430.6
14"X23" ERCP	53	LF	$75.08	$ 3,979.24				3979.24	SMITH & COMPANY	3979.24
14"X23" MITERED END SECTIONS	2	EA	$1,367.00	$ 2,734.00				2734.00	SMITH & COMPANY	2734
TYPE J7 MANHOLE	1	EA	$2,005.76	$ 2,005.76				2005.76	SMITH & COMPANY	2005.76
TYPE 2 UNDERDRAIN	1,500	LF	$40.76	$ 61,140.00				61140.00	SMITH & COMPANY	61140
4" ADS PIPE	234	LF	$40.76	$ 9,537.84				9537.84	SMITH & COMPANY	9537.84
MISC. ADJUST UTILITIES TO GRADE	1	ALL	$1,995.04	$ 1,995.04				1995.04	SMITH & COMPANY	1995.04
DEMO EXISTING STORM DRAINAGE FLUME TO LAKE	1	LS	$1,051.15	$ 1,051.15				1051.15	SMITH & COMPANY	1051.15
DEMO EXISTING 24" CMP	50	LF	$11.85	$ 592.50				592.50	SMITH & COMPANY	592.5
DEMO EXISTING MITERED END SECTIONS FOR 24" CMP	2	EA	$332.51	$ 665.02				665.02	SMITH & COMPANY	665.02

BURKHARDT CONSTRUCTION, INC.

EXHIBIT "A"

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
ELECTRICAL AND LIGHTING				$506,222.00						
RELOCATE FPL POLES BY FPL -ALLOWANCE	1	ALL	$400,000.00	$ 400,000.00				400000.00	ALLOWANCE	400000
ELECTRICAL SERVICE POINT FOR STREET LIGHTING BY FPL - ALLOWANCE	1	ALL	$100,000.00	$ 100,000.00				100000.00	ALLOWANCE	100000
FURNISH AND INSTALL STREET LIGHTING POLES - SEE ELECTRICAL FOR PARK	9	EA	SEE PARK ELECTRICAL							0
2" SPARE CONDUITS TO PLINTH	200	LF	$31.11	$ 6,222.00				6222.00	SMITH & COMPANY	6222
ROADWAY SUBGRADE BASE AND ASPHALT				$283,245.77						
12" STABILIZED SUBGRADE - ROADWAY, APRON, TRUCK APRON, CURBS AND DRIVEWAYS	5,063	SY	$8.04	$ 40,706.52				40706.52	SMITH & COMPANY	40706.52
10" BASEROCK WITH PRIME	4,293	SY	$21.99	$ 94,403.07				94403.07	SMITH & COMPANY	94403.07
6" BASEROCK CURB PAD WITH PRIME	770	SY	$9.17	$ 7,060.90				7060.90	SMITH & COMPANY	7060.9
ASPHALT ROADWAY PAVEMENT 2" SP-12.5 AND 1" SP-9.5 INCLUDE TACK	3,333	SY	$32.18	$ 107,255.94				107255.94	SMITH & COMPANY	107255.94
ASPHALT SHOULDER PAVEMENT 2" SP-12.5 AND 1" SP-9.5 INCLUDE TACK	325	SY	$32.18	$ 10,458.50				10458.50	SMITH & COMPANY	10458.5
ASPHALT DRIVEWAY TURNOUT - 2" SP-12.5 AND 1" SP-9.5 INCLUDE TACK	115	SY	$39.69	$ 4,564.35				4564.35	SMITH & COMPANY	4564.35
12" COMPACTED SUBGRADE - SIDEWALKS AND MULTIUSE PATHWAYS	2,545	SY	$2.09	$ 5,319.05				5319.05	SMITH & COMPANY	5319.05
MILL AND RESURFACE 1.5" SP-9.5	556	SY	$24.24	$ 13,477.44				13477.44	SMITH & COMPANY	13477.44
SIGNAGE AND STRIPING				$49,961.10						
THERMOPLASTIC 6" WHITE	2,109	LF	$2.31	$ 4,871.79				4871.79	SMITH & COMPANY	4871.79
THERMOPLASTIC 6" DOUBLE YELLOW	815	LF	$4.61	$ 3,757.15				3757.15	SMITH & COMPANY	3757.15
THERMOPLASTIC 18" YELLOW DIAGONAL	151	LF	$9.92	$ 1,497.92				1497.92	SMITH & COMPANY	1497.92
THERMOPLASTIC 6" YELLOW	694	LF	$2.31	$ 1,603.14				1603.14	SMITH & COMPANY	1603.14
THERMOPLASTIC REFLECTIVE YELLOW	45	LF	$5.26	$ 236.70				236.70	SMITH & COMPANY	236.7
THERMOPLASTIC 12" WHITE	180	LF	$5.26	$ 946.80				946.80	SMITH & COMPANY	946.8
THERMOPLASTIC 24" WHITE	210	LF	$10.57	$ 2,219.70				2219.70	SMITH & COMPANY	2219.7
THERMOPLASTIC 12" WHITE SKIP LINE 2' - 2'	123	LF	$5.26	$ 646.98				646.98	SMITH & COMPANY	646.98
THERMOPLASTIC WHITE YIELD LINE OF 18" X 27" TRIANGLES	26	EA	$332.51	$ 8,645.26				8645.26	SMITH & COMPANY	8645.26
THERMOPLASTIC WHITE DIRECTIONAL ARROWS	4	EA	$345.00	$ 1,380.00				1380.00	SMITH & COMPANY	1380
THERMOPLASTIC WHITE PAVEMENT MESSAGE 'YIELD'	3	EA	$922.44	$ 2,767.32				2767.32	SMITH & COMPANY	2767.32
TIE-IN PROPOSED STRIPING TO EXISTING	6	EA	$525.57	$ 3,153.42				3153.42	SMITH & COMPANY	3153.42
SIGNS ON POST - W2-6 (30"X30") AND W13-1 (18"X18")	2	EA	$965.34	$ 1,930.68				1930.68	SMITH & COMPANY	1930.68
SIGNS ON POST - WI-2L (30"X30") TO BE REMOVED & REPLACED	1	EA	$655.01	$ 655.01				655.01	SMITH & COMPANY	655.01
SIGNS ON POST - W11-2 (30"X30") & W16-7P (21"X15")	6	EA	$965.34	$ 5,792.04				5792.04	SMITH & COMPANY	5792.04
SIGNS ON POST - R1-02 (36"X36"X36") & R6-5P (30"X30")	6	EA	$965.34	$ 5,792.04				5792.04	SMITH & COMPANY	5792.04
SIGNS ON POST - OM1-3 (18"X18") & R6-1R (36"X12")	3	EA	$911.71	$ 2,735.13				2735.13	SMITH & COMPANY	2735.13
REFELECTIVE PAVEMENT MARKINGS	1	LS	$1,330.02	$ 1,330.02				1330.02	SMITH & COMPANY	1330.02
CONCRETE SIDEWALK / CURB CONSTRUCTION				$369,029.01						
TYPE "D" CURB	260	LF	$26.38	$ 6,858.80				6858.80	SMITH & COMPANY	6858.8
TYPE "F" CURB AND GUTTER	1528	LF	$29.45	$ 44,999.60				44999.60	SMITH & COMPANY	44999.6
VALLEY GUTTER	152	LF	$32.18	$ 4,891.36				4891.36	SMITH & COMPANY	4891.36
TYPE "RA" CURB	368	LF	$38.61	$ 14,208.48				14208.48	SMITH & COMPANY	14208.48
6" TRUCK APRON COLORED RED BRICK STAMPED CONCRETE	4677	SF	$12.46	$ 58,275.42				58275.42	SMITH & COMPANY	58275.42
6" CONCRETE DRIVEWAY - ELIMINATED, SEE ASPHALT DRIVEWAY ITEM		NIC								
6" CONCRETE SIDEWALK 5' WIDTH - BROOM FINISH	15408	SF	$9.55	$ 147,146.40				147146.40	SMITH & COMPANY	147146.4
6" CONCRETE SIDEWALK 8' WIDTH - BROOM FINISH	1033	SF	$9.55	$ 9,865.15				9865.15	SMITH & COMPANY	9865.15
6" CONCRETE MULTIUSE PATH 10' WIDTH - BROOM FINISH	6457	SF	$9.55	$ 61,664.35				61664.35	SMITH & COMPANY	61664.35
CONCRETE ADA RAMPS WITH ADA MATS	11	EA	$1,919.95	$ 21,119.45				21119.45	SMITH & COMPANY	21119.45
ALLOWANCE FOR ART PLINTH - 23' DIAMETER - BY OTHERS		NIC								
LANDSCAPING				$66,000.00						
RESOD DISTURBED AREAS (BAHIA) - INCLUDE TEMPORARY WATERING AS NECESSARY FOR 90 DAYS	120000	SF	$0.55	$ 66,000.00				66000.00	SMITH & COMPANY	66000
PLANTER SOIL FOR LANDSCAPE SHRUB AREAS BY OTHERS			SEE PARK LANDSCAPING							0
TREES, SHRUBS AND MULCH BY OTHERS			SEE PARK LANDSCAPING							0

BURKHARDT CONSTRUCTION, INC.

EXHIBIT "A"

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
IRRIGATION				$20,327.10						
IRRIGATION SLEEVE - 2" SCH 40 PVC	160	LF	$31.11	$ 4,977.60				4977.60	SMITH & COMPANY	4977.6
IRRIGATION SLEEVE - 4" SCH 40 PVC	220	LF	$35.40	$ 7,788.00				7788.00	SMITH & COMPANY	7788
IRRIGATION SLEEVE - 6" SCH 40 PVC	150	LF	$50.41	$ 7,561.50				7561.50	SMITH & COMPANY	7561.5
IRRIGATION SYSTEM BY OTHERS	1	LS	SEE PARK LANDSCAPING							0
CONSTRUCTION CONTINGENCY				$180,000.00						
CONSTRUCTION CONTINGENCY	1	EA	$180,000.00	$ 180,000.00				180000		180000
					Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
					0	0	0	2006377.61	0	2006377.61

Off-Site Roadway Improvements / N. Torino Parkway Improvements Direct Construction Costs **$2,006,377.61**

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ALLOWANCES INCLUDED IN DIRECT COSTS ABOVE										
RELOCATE FPL POLES BY FPL -ALLOWANCE	1	ALL	$400,000.00	$ 400,000.00				400000.00	ALLOWANCE	400000
ELECTRICAL SERVICE POINT FOR STREET LIGHTING BY FPL - ALLOWANCE	1	ALL	$100,000.00	$ 100,000.00				100000.00	ALLOWANCE	100000

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BURKHARDT CONSTRUCTION, INC.

City of Port St. Lucie
Torino Regional Park Phase 1
Guaranteed Maximum Price

GENERAL CONDITIONS

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, President
515 Palm Street
West Palm Beach, FL 33401
Ph: (561) 659-1400

Owner: **City of Port St. Lucie**
Attn: Zakariya Sherman, MPA, MLS, CPRP, CPO
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34986
Ph: (772) 871-5083

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Jonathan D. Haigh, PLA, ASLA
477 Rosemary Avenue, Suite 215
West Palm Beach, FL 33401
Ph: (561) 840-0233

Plans: Kimley-Horn Torino Regional Park Phase 1
Construction Documents, Dated BCI Rec'd 12/03/2025, 12/08/2025
Complete Plan Log attached

Location: Torino Regional Park Phase 1
5301 NW North Torino Pkwy
Port St. Lucie, FL. 34986

Proposal Date: REV. 1 3/4/2026

Item Description					Amount
BASED ON A 18 MONTH DURATION					
MOBILIZATION (move-in, move-out)					$8,000.00
TRANSPORT	$150.00 /	Hr	x	40	$6,000.00
EQUIPMENT	$50.00 /	Hr.	x	40	$2,000.00
PROJECT FIELD OFFICE					$361,745.00
OFFICE	$6,000.00 /	mo.	x	0	$0.00
YARD	$0.00 /	mo.	x	0	$0.00
EMPLOYEE PARKING FEES	$500.00 /	mo.	x	0	$0.00
TEMPORARY CONSTRUCTION TRAILER	$6,000.00 /	mo.	x	18	$108,000.00
TEMPORARY POWER INSTALLATION	$20,000.00 /	ls	x	1	$20,000.00
TEMPORARY POWER	$500.00 /	mo.	x	18	$9,000.00
CONTAINER FOR STORAGE	$15,000.00 /	ls	x	1	$15,000.00
WORK PLATFORM FOR YARD	$500.00 /	mo.	x	18	$9,000.00
TEMPORARY FENCING FOR YARD	$500.00 /	mo.	x	18	$9,000.00
CONSTRUCTION YARD LIGHTING	$0.00 /	mo.	x	0	$0.00
OFFICE FURNISHINGS	$100.00 /	mo.	x	18	$1,800.00
COMPUTERS	$300.00 /	mo.	x	18	$5,400.00
PROCORE SOFTWARE	$66,495.00 /	ls	x	1	$66,495.00
COPY MACHINE	$350.00 /	mo.	x	18	$6,300.00
FAX MACHINE	$0.00 /	mo.	x	18	$0.00
INTERNET SERVICE / STARLINK	$150.00 /	mo.	x	18	$2,700.00
CELLULAR TELEPHONE	$400.00 /	mo.	x	18	$7,200.00
TELEPHONE	$0.00 /	mo.	x	18	$0.00
FEDERAL EXPRESS MAILINGS	$100.00 /	mo.	x	18	$1,800.00
POSTAGE	$50.00 /	mo.	x	18	$900.00
PHOTOGRAPHS					
AERIAL PHOTOS	$125.00 /	mo.	x	18	$2,250.00
JOB PHOTOS	$250.00 /	mo.	x	18	$4,500.00
PRE-CONSTRUCTION VIDEO	$5,000.00 /	ls	x	1	$5,000.00
TIME-LAPSE CAMERA	$1,100.00 /	mo.	x	18	$19,800.00
PLAN REPRODUCTION COST/PRINTING	$550.00 /	set	x	10	$5,500.00
OFFICE SUPPLIES	$50.00 /	mo.	x	18	$900.00
FIRST AID SUPPLIES	$50.00 /	mo.	x	18	$900.00
WATER SERVICE	$50.00 /	mo.	x	18	$900.00
SANITARY HOLDING TANKS (2 EA)	$800.00 /	mo.	x	18	$14,400.00
ELECTRIC SERVICE	$200.00 /	mo.	x	18	$3,600.00
GARBAGE SERVICE	$25.00 /	mo.	x	18	$450.00

CONSTRUCTION WATER		$1,000.00 /	mo.	x	18	$18,000.00
JOHN DEERE GATOR (2)		$1,000.00 /	mo.	x	18	$18,000.00
ICE		$275.00 /	mo.	x	18	$4,950.00
BONDS						$469,002.82
GENERAL BOND		$12,500,000.00		x	1.25%	$156,250.00
		$20,746,093.29		x	0.80%	$165,968.75
SUBCONTRACTORS BONDS						
SMITH & COMPANY BOND		$7,339,203.43		x	2.00%	$146,784.07
PARTNERING INITIATIVES						$2,500.00
NOTICES, LETTERS, INFORMATION MEETINGS						$2,500.00
INSURANCE						$958,413.40
GENERAL INSURANCE		$33,246,093.29		x	2.20%	$731,414.05
Commercial General Liability						
Comprehensive Automobile Liability						
Owner Indemnification						
Professional (Errors/Omissions) Liability						
Excess/Umbrella Liability						
ADD'L INSUREDS		$100.00 /	ea.	x	0	$0.00
ADDED INSURANCES						
Builder's Risk Insurance (Partial for Vertical Elements Only)		$15,133,289.92		x	1.50%	$226,999.35
Railroad protective Liability Ins.						NOT INCLUDED
Installation Floater						NOT INCLUDED
Flood Insurance						NOT INCLUDED
SUBCONTRACTORS' INSURANCE					INCLUDED IN THEIR DIRECT COSTS	
SANITARY SERVICES						$18,000.00
JOB TOILET (4ea.)		$1,000.00 /	mo.	x	18	$18,000.00
TESTING COSTS						$145,370.00
DENSITIES		$25.00 /	TEST	x	3500	$87,500.00
PROCTORS		$110.00 /	TEST	x	6	$660.00
LIMEROCK BEARING RATIO		$300.00 /	TEST	x	6	$1,800.00
SIEVE ANALYSIS		$65.00 /	TEST	x	6	$390.00
ORGANIC CONTENT		$45.00 /	TEST	x	6	$270.00
CONCRETE CYLINDERS		$150.00 /	SET	x	125	$18,750.00
ASPHALT INSPECTION AND SAMPLING		$75.00 /	HR	x	80	$6,000.00
ENGINEERING & REPORTING		$20,000.00 /	LS	x	1	$20,000.00
PLAYGROUND INSPECTION		$10,000.00 /	LS	x	1	$10,000.00
PRE/POST CONST. SURVEY/VIBRATION MONITORING						NIC
FEES						$0.00
CITY OF PORT ST. LUCIE BUILDING DEPT. PERMIT FEES/REVISION FEES						NIC
PERMIT SUBMISSION AND EXPEDITING						BY OTHERS
CITY OF PORT ST LUCIE UTILITY PERMIT FEES						NIC
CITY OF PORT ST LUCIE PUBLIC WORKS OR RIGHT-OF-WAY PERMIT FEES						NIC
FDOT GENERAL USE PERMITS						NIC
DEWATERING PERMITS						NIC
RAILROAD PERMITS						NIC
ST. LUCIE COUNTY PERMITS						NIC
SURVEYING						$289,000.00
LAYOUT & ASBUILTS	Avirom and Associates, Inc.					$259,000.00
RESTAKING & DRAFTING						$30,000.00
SMALL HAND TOOLS/EQUIPMENT RENTAL						$25,000.00
GENERAL						$25,000.00
HANDLING, STORAGE, UN-LOADING OF OWNER DIRECT PURCHASE MATERIALS						N/A
GENERAL CONDITIONS TOTAL						$2,277,031.22

City of Port St. Lucie
Torino Regional Park Phase 1
Guaranteed Maximum Price

CONSTRUCTION PHASE MANAGEMENT FEE

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, President
515 Palm Street
West Palm Beach, FL 33401
Ph: (561) 659-1400

Owner: **City of Port St. Lucie**
Attn: Zakariya Sherman, MPA, MLS, CPRP, CPO
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34986
Ph: (772) 871-5083

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Jonathan D. Haigh, PLA, ASLA
477 Rosemary Avenue, Suite 215
West Palm Beach, FL 33401
Ph: (561) 840-0233

Plans: Kimley-Horn Torino Regional Park Phase 1
Construction Documents, Dated BCI Rec'd 12/03/2025, 12/08/2025
Complete Plan Log attached

Location: Torino Regional Park Phase 1
5301 NW North Torino Pkwy
Port St. Lucie, FL. 34986

Proposal Date: REV. 1 3/4/2026

Item Description	Quantity (Hrs./Week)		Wks.	Rate/Hr.		Amount
Based on a 18 month duration						
Project Principal	8	Hrs./Wk.	78	$ 215.00	$	134,160.00
Senior Project Manager	24	Hrs./Wk.	78	$ 160.00	$	299,520.00
Vertical Project Manager	0	Hrs./Wk.	78	$ 125.00	$	-
Project Manager	32	Hrs./Wk.	78	$ 125.00	$	312,000.00
Assistant Project Manager	32	Hrs./Wk.	78	$ 95.00	$	237,120.00
Superintendent/Construction Field Manager	40	Hrs./Wk.	78	$ 105.00	$	327,600.00
Merchant/Resident Liaison	0	Hrs./Wk.	78	$ 100.00	$	-
Project Accountant	8	Hrs./Wk.	78	$ 95.00	$	59,280.00
Administrative Assistant	8	Hrs./Wk.	78	$ 55.00	$	34,320.00
Field Office Clerk	8	Hrs./Wk.	78	$ 55.00	$	34,320.00
				TOTAL	**$**	**1,438,320.00**

BURKHARDT CONSTRUCTION, INC.

City of Port St. Lucie
Torino Regional Park Phase 1
Guaranteed Maximum Price

Exceptions & Clarifications - REV. 1 3/4/2026

GENERAL

1 Scope of work and quantities are based on Construction Documents from Kimley-Horn for Torino Regional Park Phase 1 Project Dated BCI Rec'd 12/03/2025, 12/08/2025, 01/29/2026, and 02/05/2026 and Action Sports Design, LLC Skate Park Plans Dated BCI Rec'd 12/03/2025. Complete plan log is included with this submittal.

2 GMP pricing is based on a project start date of the second quarter of 2026. Project duration shall be 18 months from permit issuance and Notice to Proceed.

3 G.M.P. includes a construction contingency for the Torino Regional Park Phase 1 Project. The construction contingency can be used to cover construction related costs which were not specifically foreseeable or quantifiable as of the date the GMP was established, including, but not limited to: correction of minor defects or omissions in the work not caused by the CMAR's negligence, cost overruns due to the default of any subcontractor or supplier, minor changes caused by unforeseen or concealed conditions, minor changes in the work not involving adjustment in the GMP or extension of the completion date and not inconsistent with the approved GMP plans and specifications, and written agreed upon (City requested changes to the work). Any savings from unused allowances or construction contingency listed in the direct construction costs will revert back to the City.

4 The Total Project Cost includes a 2% owner's contingency to cover the costs for Owner requested changes during construction. The costs for the Owner directed changes would be subject to the general conditions, profit, and construction phase management fee percentages.

5 G.M.P. does not include any permit, capital improvement fees, connection fees or impact fees.

6 It is understood that the Direct Construction Cost (Exhibit "A") is unit prices for the work shown in the plans and as modified by these exceptions and clarifications.

7 Project master schedule and schedule updates shall be a bar chart schedule acceptable to the Owner prepared by CMAR in house personnel.

8 Project Manual as described in the contract shall mean the closeout project manual which shall be updated periodically and presented to the Owner upon completion of the project. The information contained in this manual shall be as requested by the Owner.

9 G.M.P. does not include additional insurance premiums for naming individual property owners as additional insureds.

10 G.M.P. includes all sales tax on materials.

11 Utility easements (if necessary) shall be obtained prior to work being performed in that area. If a construction easement has not been obtained it may impact the installation schedule, additional costs may be incurred. Reimbursement of costs may be requested and deemed appropriate, if and only if it is mutually agreed upon by the City of Port St. Lucie and Burkhardt Construction. If these costs are deemed appropriate they will be paid from the owner's contingency.

12 Burkhardt Construction, Inc. (BCI) is not liable for failure to perform such work or any damages that occur if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster). If BCI asserts Force Majeure as the reason for failure to perform such work or such damages occur as a result of any Act of God, then BCI must prove that they took reasonable steps to minimize delay or damages caused by unforeseeable events, that BCI substantially fulfilled all obligations, and that the owner was timely notified of the likelihood or actual occurrence of the event described as an Act of God (Force Majeure). Any construction related damages that took place as a result, shall be repaired or removed and replaced at the same contract unit prices and shall be paid out of the owner's contingency.

13 In the event that the terms and provisions of all attached Exhibits conflict with or are omitted from the terms and provisions of this Contract, the terms and provisions of the attached Exhibits shall govern with respect to the performance of the work (direct construction costs).

14 City of Port St. Lucie Building Permits; All permits shall be in hand prior to start of construction.

15 The following are part of the G.M.P. in order to facilitate the aggressive work schedule.
a.Construction work hours shall be 6:00 AM to 7:00 PM Monday through Friday.
b.Night, weekend or holiday work beyond the regularly scheduled work hours stated in item a., which may be necessary due to nighttime road work, emergency, delay or makeup time, shall be requested on a case-by-case basis and reviewed/approved by the Owner.
c.The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours.
d.The schedule makes no provision for delays caused by named storms.

16 G.M.P. does not include costs for removal / remediation of asbestos cement pipe or any other hazardous materials.

17 G.M.P. does not include removal or replacement of any unsuitable subsoils. Demucking is specifically excluded.

18 G.M.P. is based upon using parts of the Torino Regional Park property for construction staging and storage.

19 Prices are based on re-using excavated material for backfill. No unsuitable subsoil excavation, removal or replacement. Unsuitable soil, if encountered shall be removed, disposed of, replaced as directed by the Owner and billed to the Owner at the actual direct cost.

20 G.M.P. is based on the assumption that the entire park will be closed during the entire duration of construction and final completion of the project.

21 Owner and Construction Manager (the “Parties”) acknowledge and agree the GMP and Contract Time as defined in the Agreement do not include any cost impacts or schedule impacts (collectively “Impacts”) associated with COVID-19, any other virus, disease, epidemic, or pandemic (“Epidemic”). The Parties agree if Construction Manager's work is delayed, suspended, disrupted, made more expensive, or otherwise adversely impacted, directly or indirectly, by an Epidemic, including, but not limited to the following impacts: (1) material or equipment supply chain disruptions; (2) illness and related costs; (3) unavailability of labor or increased labor costs, including, but not limited to any labor shortage or increased labor costs resulting from loss of labor productivity, strike, lockout or denial of labor by any union or collective bargaining unit, labor force reduction required by the CDC or OSHA guidelines, regulations, or governmental order; (4) government orders, shelter-in-place orders, closures, changes in the law, or other directives or restrictions that impact the work or the Project site; or (5) fulfillment of Construction Manager’s contractual obligations regarding safety specific to COVID-19, any Epidemic, or both, then Construction Manager’s shall be entitled to an equitable adjustment of the GMP and/or Contract Time for all such impacts. The Parties further agree, Construction Manager’s will attempt to exercise due diligence with respect to the selection and management of material suppliers and supply chains in an effort to minimize the risk of disruption; however, Construction Manager does not warrant the performance of material suppliers, supply chains and supply chain management. Likewise, Construction Manager cannot foresee and is not carrying any necessary costs or contingencies for such Impacts and did not include any such Impacts in its GMP proposal for this Project.

22 Due to the present volatile nature of the construction market, construction material costs could change substantially during construction. The G.M.P. does not include any assumed material price increases. If any proposed increases are approved, these increases will be paid from the construction contingency.

23 G.M.P. does not include any vibration monitoring or a pre/post construction survey by a geotechnical engineer on the existing buildings or structures in the project area. Should either of those tasks be required, the value will be taken from construction contingency.

24 Due to the present volatile nature of the construction market, construction material costs could change substantially prior to construction. Due to the recent tariffs and the potential for future tariffs, material prices may increase. The G.M.P. does not include any assumed material price increases. Material price increases will be passed through to the Owner with proper documentation, and paid for with construction contingency.

WATER / SEWER / STORM DRAINAGE

1 G.M.P. does not include any cost for disposal/treatment of contaminated ground water if encountered during dewatering operations. It is assumed that clean groundwater generated by dewatering operations will be discharged into the existing storm drainage system.

2 Cleaning of the existing storm drainage system within the project limits is not included except to the extent caused by contractor negligence that is under the direct supervision of the construction manager.

3 G.M.P. does not include any improvements to the existing watermain except for the items noted on the G.M.P. "Preliminary Not For Construction Set "of drawings.

4 G.M.P. does not include City of Port St. Lucie meter installation and hook-up fees.

FRANCHISE UTILITIES

1 G.M.P. does not include any design, engineering or installation fees which may be charged to the Owner by franchise utility companies. (electric, telephone, cable tv, gas)

2 The Construction Manager at Risk shall not assume liability or warranty any work performed by Franchise Utility Companies (Electric, Telephone, Cable TV, Gas).

3 The schedule represents the work controlled by the Construction Manager. Should the project exceed the scheduled duration due to the involvement of entities beyond our control (including but not limited to FPL), a "No Fee" time extension for that work shall be issued. "No Fee" specifically refers to the construction phase management fee and profit. Should a "Fee" be requested and deemed appropriate, if and only if it is mutually agreed upon by the City of Port St. Lucie and Burkhardt Construction prior to the granted time extension, it shall be paid from owner's contingency.

4 G.M.P. does not include Franchise Utility Companies binding cost estimates. These invoices shall be paid directly by the Owner.

5 G.M.P. does not include any ATT or Comcast conduits, wire, coax cable, handholes, or fiber.

6 G.M.P. includes the costs for the meter cans shown on the drawings.

7 G.M.P. does not include any demolition and removal of any unknown structures during the installation of the proposed conduit. If encountered the additional work shall be paid from construction contingency.

ELECTRICAL/LOW VOLTAGE

1 G.M.P. includes the following allowances for installation of FP&L materials and labor for the construction of the Torino Regional Park Phase 1 Park project and the N. Torino Parkway Improvements Round-A-Bout. Park Allowance - $300,000.00, Roadway Allowance - $500,000.00.

2 G.M.P. does not include concrete encasement of raceways.

3 G.M.P. includes an allowance value for the direct bury security camera poles. Final design T.B.D.

4 G.M.P. does not include spare parts or attic stock.

LANDSCAPING AND IRRIGATION

1 G.M.P. includes a 90 day landscape maintenance period after substantial completion.

VERTICAL CONSTRUCTION

1 G.M.P. does not include any provisions for installation of pilings if needed at any structures.

2 G.M.P. does not include any threshold inspector fees.

3 Aluminum Storefront windows are to be constructed at the new maintenance building.

4 At the new Maintenance Building, the exterior doors are hollow metal doors and frame, interior doors are hollow metal frames and SC wood doors. All doors are to be 8'-0" tall.

5 At the new Maintenance Building, the interior of the exterior walls are to be framed, drywalled from floor to ceiling, painted, and vinyl base installed.

6 At the new Maintenance Building, the roll up doors will be insulated heavy duty doors that are impact rated.

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER at RISK (CMAR)

THIS AGREEMENT, is made by and between CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called, "Owner," and Burkhardt Construction Inc, 1400 Alabama Ave, Suite 20 West Palm Beach Florida 33401, a Florida corporation, and Licensed to Conduct Business in the State of Florida, hereinafter, "CMAR."

W I T N E SS E T H:

WHEREAS, on or about August 1, 2024, the Owner issued its Solicitation No. eRFP #20240112 for Construction Manager at Risk Services for Torino Regional Park; and

WHEREAS, the CMAR has timely submitted a proposal in response to the Owner's Request for Proposal, whereby the CMAR has offered to provide construction management services in accordance with the request contained in Owner's Request for Proposal; and

WHEREAS, on November 12, 2024, the Owner selected and designated **Burkhardt Construction Inc.,** to be the CMAR for the Construction Manager at Risk for the Torino Regional Park, hereinafter, **"PROJECT,"** subject to the negotiation, preparation, approval and execution of a definitive agreement between Owner and CMAR; and

WHEREAS, the Owner and CMAR are desirous of entering into such a definitive agreement pursuant to which CMAR will provide construction management services, all as more fully set forth herein; and

WHEREAS, the Owner is obligating $5,541,600.00 of the City's Local Fiscal Recovery Fund allocation under the American Rescue Plan Act ("ARPA") to the Project;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE 1.
EXTENT OF AGREEMENT; DEFINITIONS

1.01 Agreement. This **PROJECT** is comprised of two distinct parts identified as follows; (1) Phase 1 - Preconstruction Services (Exhibit E); (2) Phase 2 – Construction Services (to be established in a separate amendment). The CMAR accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The CMAR covenants with the Owner to furnish its skill and judgment as a Construction Manager and General Contractor with specific

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER at RISK (CMAR)

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WHEREAS, on Click here to enter a date., the Owner selected and designated **Burkhardt Construction Inc.,** to be the CMAR for the Construction Manager at Risk for the Torino Regional Park, hereinafter, **"PROJECT**," subject to the negotiation, preparation, approval and execution of a definitive agreement between Owner and CMAR; and

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expertise in the planning and construction of the **PROJECT** and to cooperate with the Owner and the Owner's representatives, including specifically the Project Architect-Engineer (hereinafter referred to as "AE"), in furthering the interests of the Owner. The CMAR agrees to furnish efficient business administration and superintendence and use its best efforts to complete the **PROJECT** in the best and most expeditious and economical manner, consistent with the interests of the Owner. The CMAR agrees to provide the services required by this Agreement to complete such services consistent with the Owner's direction, the approved program, and the terms of this Agreement, in accordance with a standard of care which is ordinarily exercised by other construction managers and general contractors in similar circumstances.

1.02 Construction Team. The CMAR, Owner and AE shall be called the "Construction Team" and shall work together as a team from the date established by the Notice to Proceed through construction completion. The CMAR and AE shall work jointly during the preconstruction design phase and through final construction completion and shall be available thereafter should additional services be required. The CMAR shall provide leadership to the Construction Team on all matters relating to construction. The CMAR understands, acknowledges and agrees that the AE shall provide leadership to the Construction Team on all matters relating to design and engineering.

1.03 Extent of Agreement. This agreement for Construction Management Services for the **PROJECT** represents the entire agreement between the Owner and the CMAR and supersedes any prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the Project Plans and Specifications and may be amended only by written instrument signed by both Owner and CMAR. This Agreement is intended to be consistent with and implement the approved program for the **PROJECT** as set forth and further defined in that certain agreement between Owner and AE dated, October 30, 2024, or any other design documents from other contractors hired by the Owner or the AE.

1.04 Definitions. As used in this Agreement, the words and phrases described in Exhibit C attached hereto and incorporated herein, shall have the meanings as set forth in that Exhibit C.

1.05 Use of Words and Phrases. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word "person" shall include corporations and associations, including public bodies, as well as natural persons. "Herein," "hereby," "hereunder," "hereof," "herein- before," and "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

1.06 Grant Compliance. This Agreement is to be funded through the City's Local Fiscal Recovery Fund allocation under the American Rescue Plan Act ("ARPA") accepted by the City in the attached Exhibit A. CMAR agrees to comply with the federal requirements contained in Exhibit B. Failure of CMAR to perform in

accordance with Exhibits A and B and all applicable laws, rules, regulations, and guidance from the U.S. Department of the Treasury related to ARPA shall be a breach of this Agreement. All ARPA funds to be provided under this Agreement must be expended prior to December 31, 2026. CMAR shall not be entitled to receive any ARPA payment after December 31, 2026. This Article 1.06 shall not apply to delays outside of CMAR's control.

ARTICLE 2.
PURPOSE; PROPOSAL; SCHEDULE

2.01 Purpose. The purpose of this Agreement is to provide for the provision of Construction Management Services for the **PROJECT** by the CMAR, and construction of the **PROJECT** by the CMAR in accordance with the Project Plans and Specifications. The further purpose of this Agreement is to define and delineate the responsibilities and obligations of the parties to this Agreement and to express the desire of all such parties to cooperate together to accomplish the purposes and expectations of this Agreement.

2.02 Response to Request for Proposal. CMAR's Response to the Request for Proposal for Construction Management Services submitted by CMAR to Owner is hereby found to be consistent with and in conformance with the provisions of Owner's Request for Solicitation No. eRFP #20240112 and is in the best interests of the citizens of the City of Port St. Lucie, Florida. It is the intent of the parties that the CMAR's Response to the Request for Proposal for Construction Management Services be implemented pursuant to this Agreement, and, therefore, such Response is hereby merged into and is effectuated by this Agreement. Reference is hereby made to the response to the Request for Proposal for Construction Management Services submitted by CMAR to the Owner, as well as any supplementary representations and statements furnished by CMAR to the Owner during the CMAR selection process. The parties acknowledge that the representations and statements or information contained therein have been relied upon by the Owner and have resulted in the selection of CMAR as the construction manager for this **PROJECT**. However, Owner acknowledges that the terms and conditions for the performance of the CMAR and for the provision of its services are solely as contained within the Contract Documents. The Contract Documents, shall include the following documents, listed in order of precedence:

(1) Amendments or Change Orders

(2) This Agreement

(3) Exbibits A, B, C, D & E

(4) The Request for Construction Management Services or Solicitation

Furthermore, the Request for Proposal for Construction Management Services, or Solicitation, shall be incorporated within the Agreement, to the extent that it does not conflict with the remainder of the Agreement (all of said documents, including

this Agreement, sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement").

2.01 Project Schedule. The development and equipping of the **PROJECT** shall be undertaken and completed in accordance with the Project Schedule. The construction services portion of the Project Schedule may be amended, revised and supplemented, and may thereafter be revised from time to time by and in the reasonable good faith discretion of the CMAR and AE, which revision shall be effective upon receipt by the Owner of a written notice of revision, provided, however, that absent an event of Force Majeure or a revision to the Project Schedule authorized by the execution of a Change Order, no revision to the Project Schedule which extends the preconstruction phase or the Project Substantial Completion Date shall be effective without the prior written approval of the Owner.

ARTICLE 3.
COMPENSATION

3.01 CMAR'S Compensation. The Owner agrees to pay to the CMAR as compensation for all of its services and work provided for hereunder, including preconstruction and construction services. The fee for preconstruction services, as provided in Exhibit D, is **$163,020.00.** and the sum of a CMAR fee to be negotiated at the time GMP* is established for Construction Services, as provided for in Exhibit D.
*The GMP will be established in a separate amendment to this Agreement.

(1) Preconstruction Services (Exhibit D) shall be payable as follows: **Percentage complete based on tasks performed** thirty (30) calendar days following the start date established by the Notice to Proceed, and **percentage complete based on tasks performed** each thirty (30) calendar days thereafter, for an additional 12 monthly installments for a total of **13 months in the amount of $163,020.00.** The compensation set forth in this paragraph is designed to pay CMAR for its services rendered in connection with the preconstruction design phase of the **PROJECT**. If at any time during the preconstruction design phase, it can reasonably be concluded that CMAR's services are not being provided in accordance with the schedule of preconstruction services, CMAR shall be reimbursed based upon a percentage of the services performed during the prior month.

(2) CMAR fee. Not more often than once per month, and on a date established at the Project Pre-Construction Conference, the CMAR will submit to the Project Manager for review the invoice for payment in a form agreed upon by the CMAR and Owner. This form shall be filled out and signed by the CMAR covering the Work-In-Place as of the date of the Application and supported by such data as the Project Manager may reasonably require. In the event that the Project Substantial Completion Date occurs prior to expiration of the construction phase period as set forth in the Project Schedule, the entire remaining balance due under

the terms of this Subparagraph (2) shall be due and payable on the Punch List Completion Date.

(3) Reimbursable Project Costs. Based on application for payment for the actual cost of work completed, submitted monthly, itemized to correspond to the basis of compensation as set forth in Exhibit D and Article 6.03, including supportive documentation.

3.02 The Project; Changes in the Project; Additional Fee. The Project is as established by the Owner and AE in certain construction documents to be created. If the Project GMP is increased by Owner, the CMAR shall be entitled to receive an additional fee **to be negotiated and established by the Parties, in writing, at the time of such increase to the GMP.** Payment of CMAR's additional fee shall be made in equal monthly installments calculated by dividing the additional fee by the months remaining in the construction phase of the Project schedule. Upon completion of the additional work and final payment to the subcontractors, the actual cost of such additional work shall be established and any adjustment in the fees paid to CMAR shall be made between Owner and CMAR. As an incentive for the CMAR to diligently pursue cost reducing alternatives no reduction in CMAR fee below the amount set in Article 3.01 will occur as a result of project cost savings including those resulting from recommendations of the CMAR.

3.03 Period of Construction; Additional Fee. Owner, AE and CMAR expect and believe that the period of construction or construction phase for the **PROJECT** shall be ***(to be established with Phase 2 amendment)*** calendar days to **substantial completion** and ***(to be established with Phase 2 amendment)***, calendar days to **final completion**.

Pre-Construction Phase Services shall be completed within **13 Months.** **from** the date specified in the Pre-Construction Notice to Proceed.

***First Construction GMP payment and the subsequent monthly installments to be determined after the GMP has been established with Phase 2 amendment.**

In the event that the construction schedule is extended by agreement of Owner and CMAR due to changes in the **PROJECT** requested by Owner, CMAR shall be entitled to additional CMAR fee as negotiated in the GMP Amendment less any fee increase as calculated in Section 3.02 for work resulting in the subject increase in construction period. Provided, however, CMAR shall not be entitled to receive any portion of such additional compensation to the extent that the delay in performance results from acts of commission, omission, negligence, or fault of the CMAR, its agents or employees.

3.04 Project Costs. Project Costs shall mean all costs incurred by the Owner and CMAR in planning, constructing and equipping the **PROJECT**, in accordance with the Project Plans and Specifications all of which Project Costs shall be paid by the Owner, all of which Project Costs shall be included within the GMP established by CMAR and are more specifically described in Exhibit D.

(a) The Owner reserves the right to execute Direct Material Purchase(s) for any and all materials provided to the **PROJECT**.

3.04.1 Direct Material Purchases. The CMAR shall review the design for the purpose of identifying major equipment and/or material purchases that may be advantageous for the Owner to purchase directly from suppliers as a cost saving measure. Once items have been identified and quantified by the CMAR, and approved by the Owner for direct purchase, the Owner will issue purchase orders and process payment for invoices approved by the CMAR.

The CMAR shall prepare and be responsible for all quantities, descriptions, specifications, guarantees, payment schedules, etc., and all other required information to be included in the Owner issued purchase order.

3.05 Items and Expenses Included in CMAR's Compensation. Except as specifically set forth in Paragraphs 3.03 and 3.04 above, CMAR's compensation includes full payment for services set forth in this Agreement, including but not limited to, salaries or other compensation of CMAR's officers, partners and/or employees; general operating expenses incurred by CMAR and relating to this **PROJECT**, including the cost of management, supervision and data processing staff, job office equipment and supplies, and other similar items as shown in Exhibit D, Part I, and necessary for CMAR to perform its services hereunder, specifically excluding any items described on Exhibit D, Part II, attached hereto and incorporated herein, and including overhead and profit.

ARTICLE 4.
CONSTRUCTION MANAGER'S RESPONSIBILITIES AND SERVICES

4.01 Project Management Information System. Commencing immediately following the date established by the Notice to Proceed, the CMAR shall implement and shall utilize throughout the life of this Agreement an information system agreed upon by the City and CMAR. The system shall be PROCORE and Microsoft Project. The reports, documents and data to be provided through the information system shall represent an accurate assessment of the current status of the **PROJECT** and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the AE monthly and shall accompany each pay request. If requested by the Owner, the CMAR shall conduct a comprehensive workshop in Port St. Lucie, Florida, for participants designated by the Owner and such additional seminars as are required to provide instruction. The workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of the information system . The information system shall be described in terms of the following major subsystems:

(1) Narrative Reporting. The CMAR shall prepare written reports as described hereunder. All such reports shall be in 8 1/2" x 11" or other convenient

format. Copies shall be maintained at the Project Site and transmitted to the Owner and the AE. A bound copy of the complete narrative report shall be submitted to the Owner at the conclusion of the **PROJECT**. The narrative reporting subsystem shall include the following reports:

(a) A monthly executive summary which provides an overview of current and outstanding issues and pending decisions, primary party responsible for the decision, future developments and expected achievements, and any problems or delays, including code violations found by the Permitting Authority.

(b) A monthly cost narrative describing the current construction cost estimate and status of the **PROJECT**.

(c) A monthly scheduling narrative summarizing the current status of the overall Project Schedule. This report shall include an analysis of the various Project Schedules, a description of the critical path, and the analysis as necessary to compare planned performance with actual performance.

(d) A monthly accounting narrative describing the current actual cost and payment status of the **PROJECT** with supporting document. This report shall relate current encumbrances and expenditures to the budget allocations.

(e) A monthly construction progress report during the construction phase summarizing the work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations programs, permits, construction problems and recommendations and plans for the succeeding month.

(f) A daily construction diary during the construction phase describing events and conditions on the project site.

(2) Schedule Control. As soon as reasonably possible following execution of this Agreement, but not later than thirty (30) calendar days following full execution hereof, the CMAR shall prepare a Project Schedule using the critical path bar chart method, establishing a detailed schedule for preconstruction services, construction and Owner occupancy of the **PROJECT**, subject to review of Owner and AE, and approval or rejection by Owner within thirty (30) calendar days of delivery to Owner. The Project Schedule shall include a scheduled Construction Commencement Date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions. The Project Schedule will serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be produced and updated monthly throughout the **PROJECT**. In a manner consistent with the Project Schedule the CMAR shall prepare and submit to the AE a construction schedule in quadruplicate graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the **PROJECT**, showing the sequence in which the CMAR proposes for each such activity to occur as a necessary incident to performance of the work required to complete such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The AE shall determine

whether the construction schedule delivered and submitted by the CMAR meets the requirements stated above and whether the construction schedule is consistent with the Project Schedule. Following development and submittal of the construction schedule, the CMAR shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the **PROJECT**, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision. Each such update and/or revision to the construction schedule shall be submitted to the Owner and AE in duplicate. The CMAR shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules.

(a) The CMAR shall prepare a construction schedule for work encompassed in each bid package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for contract completion by the successful bidder. It shall show the interrelationships between the work of the successful bidder and that of other subcontractors and shall establish initial completion objectives keyed to the Project Schedule.

(b) Upon the award of each subcontract, the CMAR shall jointly with the subcontractor, develop a schedule which is more detailed than the original construction schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

(c) The CMAR shall jointly develop with the AE and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The occupancy schedule shall be produced and updated monthly from its inception through final Owner occupancy.

(3) Work by Others. The Owner may perform additional Work related to the **PROJECT** by itself, or it may let other direct contracts which shall contain General Conditions similar to these.

The CMAR will afford the other Contractors who are parties to such direct contracts (or the Owner, if it is performing the additional Work itself), reasonable

opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate his work with theirs. Should the Contract require relocation of facilities not a part of this Contract, the CMAR will coordinate and cooperate with the applicable entity responsible for this portion of the work.

(4) Cost Control. The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the **PROJECT** requirements, needs, materials, equipment and systems by building and site elements so that construction will be completed at a cost which, together with all Project Costs, will not exceed the Project Budget. Based upon a quantitative material take off with current local costs for each bid group by subcontract package, within a reasonable time period as determined by the Owner in the Owner's sole discretion, the CMAR shall provide its estimate of the total Project Costs for the PROJECT. These costs will be detailed by line item budget with a cost corresponding to each of the following stages or phases:

(a) At completion of the Schematic Design.

(b) At completion of the Design Development Phase.

(c) At completion of 60% of the Construction Documents Phase.

(d) At completion of 90% of the Construction Documents Phase.

(e) At establishment of the Guaranteed Maximum Price (GMP).

(5) Project Accounting. The operation of this subsystem shall enable the Construction Team to plan effectively and to monitor and control the funds available for the **PROJECT**, including information relating to cash flow, costs, change orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced and amounts payable. A schedule of values for each line item in the Project budget shall be integrated into the Project accounting contemplated by this paragraph. This subsystem will be produced and updated monthly and accompany each pay request. Project accounting includes the following reports which together will serve as a basic accounting tool and an audit trail:

(a) The budget, estimate, and base commitment (awarded contracts and purchase orders) for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.

(b) The value in place (both current and cumulative), the amount invoiced (both current and cumulative) and the balance remaining.

(c) The complete activity history of each item in the Project accounting structure. It shall include the budget, estimate, and base commitment figures for each contract. It shall give the change order history including change

order numbers, description, proposed, and approved dates and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.

(d) A cash flow diagram showing the projected accumulation of cash payments against the **PROJECT**. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

4.02 Design Review and Recommendations and Warranty

(1) Review and Recommendations. Immediately upon the start date established by the Notice to Proceed, CMAR shall familiarize itself thoroughly with the schematic design construction documents, and with the architectural, civil, mechanical, plumbing, electrical, and structural plans and specifications being developed by the AE for the **PROJECT**. CMAR shall follow and/or otherwise review, as appropriate, the development of the design for the **PROJECT** from the schematic design presently available up through and including the Construction Document Phase. The CMAR shall make recommendations with respect to the selection of systems and materials and cost reducing alternatives (i.e., value engineering and life cycle cost analysis) including assistance to the AE and Owner in evaluating alternative comparisons versus long-term cost effects. The evaluation shall speak to the benefits of the speed of erection and early completion of the **PROJECT**. The CMAR shall furnish pertinent information as to the availability of materials and labor that will be required. The CMAR shall submit to the Owner, Permitting Authority and AE such comments as may be appropriate concerning construction feasibility and practicality (i.e., constructability analysis). The CMAR shall call to the Owner's and the AE's attention any apparent defects in the design, drawings and specifications or other documents.

(2) Review Reports. Within thirty (60) calendar days after receiving the construction documents for each phase of the **PROJECT**, the CMAR shall perform a specific review thereof, focused upon factors of a nature encompassed in paragraph (1) above. Within the same 60-day period, the CMAR shall submit to the Owner and the AE a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as the CMAR may deem appropriate, and all actions taken by the AE with respect to same, any comments the CMAR may deem to be appropriate with respect to separating the work into separate contracts, and alternative materials. Prior to establishment of the GMP, CMAR shall warrant to Owner (without assuming any architectural or engineering responsibility) that the Project Plans and Specifications are practical, feasible, and constructible and that the construction of the improvements identified and described in the Project Plans and Specifications may be accomplished within the time frame identified and described in the Project Schedule.

(3) Long Lead Procurement. The CMAR shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials, and supplies). When each item is identified, the CMAR shall notify the subcontractors, Owner and the AE of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all

affected subcontracts. As soon as the AE has completed drawings and technical specifications and the CMAR has obtained permitting approval, the CMAR shall prepare invitations for bids. Copies shall be supplied to Owner in advance of the invitation to bid for Owner's information and comment. The CMAR shall keep itself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Owner and AE of any problems or prospective delay in delivery.

(4) Separate Contracts Planning. The CMAR shall review the design and shall determine how it desires to divide the sequence of construction activities and will determine the breakdown and composition of bid packages for award, based on the current schedule while the design is being completed and shall supply a copy for Owner for its review and approval. The CMAR shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, accesses and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner. The CMAR will supply the Owner a copy of the schedule for the Owner's information and comment. The CMAR will work in conjunction with the Owner's representatives, including the AE, to ensure that the bid list includes local, small and/or minority businesses.

(5) Interfacing.

(a) The CMAR shall take such measures as are necessary to ensure proper construction and delivery of the **PROJECT**, including, but not limited to, providing that all construction requirements will be covered in the separate procurement of long lead items, the separate construction subcontracts and the general conditions items performed without duplication or overlap to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its scheduling for start and completion and its relationship to other separate contractors.

(b) Without assuming any design responsibilities for the AE, the CMAR shall include in the reports comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the AE may arrange for necessary corrections.

(6) Job Site Facilities. The CMAR shall arrange for all job site facilities required and necessary to enable the CMAR and AE to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job, the description of which shall be finalized prior to the establishment of the GMP.

(7) Weather Protection. The CMAR shall ascertain what temporary enclosures of building areas, if any, should be provided for and may be provided in order to assure orderly progress of the work in periods when extreme weather

conditions are likely to be experienced. The CMAR shall also be responsible for providing weather protection for work in progress and for materials stored on site.

(8) Market Analysis and Stimulation of Subcontractor Interest.

(a) The purpose of this subsection is to ensure that the CMAR makes a genuine effort to stimulate interest in the **PROJECT** and maximize participation of potential qualified subcontractors in the selection process with emphasis placed on recruiting and using local, small and/or minority businesses. The CMAR shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the **PROJECT**; and make analysis as necessary to (i) determine and report on availability of labor, materials, equipment, potential subcontractors and possible impact of any shortages or surpluses of labor or material, and (ii) in light of such determination, make recommendations and take action as may be appropriate with respect to long lead procurement, separation of construction into subcontractor packages, sequencing of work, use of alternative materials, equipment or methods, other economies in design or construction and other matters that will promote cost savings and completion within the schedule time.

4.03 Establishment of Guaranteed Maximum Price for Construction. Prior to entering into any subcontracts, the CMAR will establish and submit in writing to the Owner for its approval a Guaranteed Maximum Price, guaranteeing the maximum price to the Owner, for the Project Cost. Such Guaranteed Maximum Price shall only be subject to modification for changes in the **PROJECT** or as otherwise specifically provided for in this Agreement. However, the actual price paid for the work by the Owner shall either be: (1) the actual Project Cost, or (2) the GMP, whichever is the lesser when the work is finally complete. Owner may request and will be provided by CMAR copies of documents relating to the development of Project cost and GMP.

(1) At the end of the Project, all amounts of monies resulting from actual Project Costs, as described above, totaling less than the GMP shall be and accrue to the benefit of the Owner in the amount of 75% and the CMAR in the amount of 25%.

(2) The GMP will include only those applicable taxes in the Project Cost which are legally enacted at the time the GMP is established. Should any applicable taxes be enacted after the GMP then the GMP shall be increased by the same amount.

(3) At the time of submission of a Guaranteed Maximum Price, the CMAR will verify the time schedule for activities and work which were adopted by the Construction Team and used to determine the CMAR's GMP. The GMP will include an agreed-upon sum as the construction contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The CMAR will be required to furnish documentation evidencing proposed expenditures to this contingency prior to written authorization for the release of funds by the Owner. Actual and contemplated expenditures from the

contingency shall be displayed monthly in the information system. If bids are received below the applicable line items in the GMP, the surplus will be added to the contingency.

(4) If requested by the Owner, when 100% of the subcontracts have been executed, the contingency within the GMP shall be decreased in proportion to the percent of the work as it is completed. In other words, if 10% of the work has been completed and paid and all subcontracts have been executed, and the Owner requests that the contingency within the GMP be adjusted, then 10% of the contingency within the GMP will be removed from the GMP by Change Order.

(5) If any bid package consistent with the Project Plans and Specifications for which the lowest price submitted by a subcontractor is in excess of the amount allocated by the CMAR for such bid package (unless Owner through change order changes the Scope of Work and the Guaranteed Maximum Price (GMP)), one of the following may occur: (1) the price of the bid package may be negotiated with the lowest responsible bidder; or (2) at the CMAR's request and expense, and at the Owner's sole option, Owner may require the AE to make certain changes in the Project Plans and Specifications as are necessary to bring that particular package into line, consistent with Owner's program and the Project's financial feasibility; or (3) with the approval of the Owner, funds may be reallocated from the construction contingency within the GMP to pay the difference between the low bid price and the amount allocated for the bid package, but in no case shall such approval serve to increase the GMP of the **PROJECT**.

4.04 Performance Bond and Labor and Material Payment Bond. Prior to the Construction Commencement Date, the CMAR shall obtain for the benefit of and directed to the Owner, a labor and material payment and performance bond, satisfying the requirements of section 255.05, Florida Statutes, covering the faithful performance by the CMAR of its obligations under this Agreement, including but not limited to, the construction of the **PROJECT** on the Project Site, and the payment of all obligations arising thereunder, including all payments to subcontractors, laborers and materialmen (the "Payment and Performance Bond"). The surety selected by the CMAR to provide the Payment and Performance Bond shall be rated as "A or better" as to general policy holders rating as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. and/or shall be approved by the Owner prior the issuance of such Bond, which approval shall not be unreasonably withheld.

Attorneys-in-fact who sign Bonds for Owner projects must file with such Bond a certified copy of their Power of Attorney to sign such Bond. All agents of Surety companies must list their name, address, and telephone number on all Bonds. The life of all Bonds provided to the Owner shall extend twelve (12) months beyond the date of final payment and shall contain a waiver of alternation to the terms of the Agreement, extensions of time and/or forbearance on the part of the Owner. The Owner shall not return or release the Bonds for a period of twelve (12) months after the date of final payment to allow time for claims against the Bonds during this period.

4.05 Construction Phase; Building Permit; Code Inspection.

(1) Permits. The Owner shall pay for all permits. The CMAR will be responsible for submitting all compliance and permitting documentation for review and approval with the appropriate City departments, as required by applicable City standards and procedures. The CMAR should anticipate any compliance or permitting related fees as part of the proposed GMP.

(2) Code Inspections. All projects require detailed code compliance inspection during construction in disciplines determined by the Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing, and general building. The CMAR shall notify the appropriate inspector(s) and the AE's representative, no less than 24 hours in advance that the work is ready for inspection and before the work is covered up. All inspection shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of work found defective and subsequently repaired shall not be included as Project costs and shall be borne by the CMAR or as provided in the contract between CMAR and subcontractor.

(3) CMAR's Staff. The CMAR shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the CMAR to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the CMAR shall provide no less than those personnel during the respective phases of construction. The CMAR shall not change any of those persons unless mutually agreed to by the Owner and CMAR. In such case, the Owner shall have the right to approval of the qualifications of the replacement personnel. The Owner shall have the right to request to replace the staff at the Project site at any time during the construction.

(4) Lines of Authority. The CMAR shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of the Permitting Authority, the subcontractors, and the AE to provide general direction of the work and progress of the various phases and subcontractors. The Owner and AE may, but is not obligated to, attend meetings between the CMAR and his subcontractors.

(5) Schedule Provision - Construction Phase. The CMAR shall continue to provide current scheduling information and provide direction and coordination regarding beginning and finishing dates, responsibilities for performance and the relationships of the CMAR's work to the work of its subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Project Schedule. The Project Schedule shall include all phases of procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The CMAR shall advise the Owner, its representatives, and the AE of their required

participation in any meeting or inspection giving each at least one week notice unless such notice is made impossible by conditions beyond its control. The CMAR shall hold job-site meetings at least biweekly with the Construction Team and at least once each week with the subcontractors and the AE's field representative, or more frequently as required by work progress, to review progress, discuss problems and their solutions and coordinate future work with all subcontractors. The CMAR shall prepare and maintain a record of such meetings and distribute copies as necessary.

(6) Solicitation of Subcontracts.

The Owner intends to bid, through the CMAR, all portions of this **PROJECT**.

(a) The CMAR shall prepare all documents for bidding procurement of long lead items, materials, and services, and for subcontractor contracts. The solicitation and award process shall be consistent with the requirements of Article 6 hereof.

(b) As part of such bid preparation, the CMAR shall review the specifications and drawings prepared by the AE. Ambiguities, conflicts, or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the CMAR shall be brought to the attention of the Owner and AE in written form.

(c) The CMAR shall, unless waived by Owner, conduct conferences with all prospective subcontractors, for the purpose of reviewing and approving awards. Invited will be the AE, Owner and Owner's representatives. In the event questions are raised which require an interpretation of the documents or otherwise indicate a need for clarification or correction, the CMAR shall transmit these to the AE and upon receiving clarification or correction in writing shall prepare an amendment to the document and issue same to all the prospective subcontractors.

(d) Selection and award of subcontracts shall be consistent with Article 6 hereof.

(e) Advertisement Timeframe

The CMAR shall publicly advertise the bidding for a period of time not less than the days provided in the schedule below. Such timeframes may only be waived or modified to a lesser time with approval of the City's Director of Procurement Management.

ESTIMATED CONSTRUCTION COSTS	CALENDAR DAYS FOR ADVERTISEMENT
$200,000.00 +	20 DAYS

(f) Advertisement Location/Media

The CMAR shall publicly advertise for the period listed above in a regionally circulated newspaper and on their company website or through a third-party eProcurement system where available. The advertisement must run at least once 10-20 calendar days prior to the opening date following the above thresholds. The CMAR's advertisement must include the date and time of the submission deadline. The CMAR shall make every effort to receive maximum exposure and therefore receive adequate competition for their advertisement.

(g) Documentation Responsibility

The CMAR shall maintain files that adequately support the competitive solicitation process chosen and followed by the CMAR. At minimum, the CMAR shall provide to the City-assigned Project Manager a summary bid tabulation depicting all bids received broken down by discipline and clear indication of the selected sub-contractor(s). Should the CMAR not select the lowest bidder in any instance, a written description as to why the lowest bidder was not selected must be provided within the bid tabulation summary.

The bid tabulation summary and the guaranteed maximum price documentation shall be provided to the City's Project Manager for review. The GMP documentation shall also provide a breakdown of pricing by discipline.

(7) Quality Control. The CMAR shall develop and maintain a program acceptable to the Owner and AE to assure quality control of the construction. The CMAR shall be responsible for and supervise the work of all subcontractors, providing instructions to each when their work does not conform to the requirements of the Project Plans and Specifications and the CMAR shall continue to coordinate the work of each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should a disagreement occur between the CMAR and the AE over the acceptability of the work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine acceptability.

(8) Subcontractor. The CMAR shall solely supervise the subcontractors. The CMAR shall negotiate all change orders and field orders with all affected subcontractors and shall review the costs and advise the Owner and AE of their validity and reasonableness, acting in the Owner's best interest. Before any work is begun on any change order which is to be funded through contingency, approval for use of contingency funds must be secured from Owner and a written authorization from the Owner must be issued. However, when there is an imminent threat to health and safety, and Owner's concurrence is impractical, the CMAR shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The CMAR shall also carefully review all shop drawings and then forward the same to the AE and Owner for review and actions. The AE will transmit them back to the CMAR who will then issue the shop drawings to the affected subcontractor for fabrication or revision.

The CMAR shall maintain a suspense control system to promote expeditious handling. The CMAR shall request the AE to make interpretations of the drawings or specifications requested of him by the subcontractors and shall maintain a business system to promote timely response. The CMAR shall inform the AE which shop drawings or requests for clarification have the greatest urgency and need to be responded to first. The purpose shall be to enable the AE to prioritize requests coming from the CMAR. The AE shall timely respond. The CMAR shall advise the Owner and AE when timely response is not occurring on any of the above.

(9) Job Site Requirements.

(a) The CMAR shall provide each of the following activities as a part of its services hereunder:

(i) Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

(ii) Maintain a roster of companies on the **PROJECT** with names and telephone numbers of key personnel.

(iii) Establish and enforce job rules governing parking, clean-up, use of facilities and work discipline.

(iv) Provide labor relationships management and equal opportunity employment for a harmonious productive **PROJECT**.

(v) Provide and administer a safety program for the **PROJECT** to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform work in accordance with best acceptable practice.

(vi) Provide quality control program.

(vii) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces.

(viii) Provide for travel to and from its home office to the Project Site and to those other places within St. Lucie County as required by the **PROJECT**.

(b) The CMAR shall provide personnel and equipment or shall arrange for separate subcontractors to provide each of the following as a Project Cost:

(i) Distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

(10) Job Site Administration. The CMAR shall provide as part of its services, job site administrative functions during construction to assure proper documentation, including but not limited to the following:

(a) Job Meetings. Hold progress and coordination meetings to provide for a timely completed **PROJECT**. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing(s), labor allocation, etc. Review and implement revisions to the Project Schedule. Monitor and promote safety requirements. The CMAR shall use the job site meetings as a tool for (i) preplanning of work and enforcing schedules and for establishing procedures, responsibilities and identification of authority for all to clearly understand; (ii) identify party or parties responsible for follow up on any problems, delay items or questions, and (iii) record course for solution. The CMAR shall visit each pending item at each subsequent meeting until resolution is achieved and shall require all present to make known any problems or delaying event known to those present for appropriate attention and resolution.

(b) Material and Equipment Expediting. Provide staff to closely monitor material and equipment deliveries, critically important checking and follow-up procedures on supplier commitments of all subcontractors and maintain a material and equipment expediting log.

(c) Payments to Subcontractors. Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.

(d) Document Interpretation. Refer all questions for interpretation of the documents prepared by the AE to the AE and the Owner.

(e) Reports and Project Site Documents. Record the progress of the **PROJECT**. Submit written progress reports to the Owner and the AE, including information on subcontractors' work, and the percentage of completion. Keep a daily log available to the Owner, the AE and the Permitting Authority inspectors.

(f) Subcontractors Progress. Prepare periodic punch lists for subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

(g) Substantial Completion. The CMAR, AE, and Owner will conduct a pre-substantial completion inspection. The CMAR will prepare the pre-substantial completion punch list from which the CMAR and AE will develop a completion schedule. The CMAR shall ascertain when the work or designated portions thereof are ready for Owner and AE substantial completion inspection. The CMAR shall provide a complete list of incomplete or unsatisfactory items (preliminary punch list) to the Owner and AE prior to this inspection. The Owner and AE shall add to this list additional incomplete or unsatisfactory item(s). The

CMAR shall prepare a punch list of items to be completed and a schedule for their completion including completion dates for review and approval by the Owner and AE ("Punch List Completion Date").

(h) Final Completion. Monitor the subcontractors' performance on the completion of the **PROJECT** and provide notice to the Owner and AE that the work is completed and ready for final inspection. Secure and transmit three (3) copies to the Owner, through the AE, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings and maintenance books including a final completion form.

(i) Startup. With the Owner's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start up and testing by the subcontractors.

(j) Record Drawings. The CMAR shall monitor the progress of its own forces or its subcontractors on marked up field prints so as to provide completed record drawings to be turned over to the AE for preparation of As-builts as required herein.

(k) Administrative Records. The CMAR will provide the City with access, via PROCORE, on a current basis, files and records, such as, but not limited to the following:

Contracts or Purchase Orders
Shop Drawings submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Amendment
Warranties and Guarantees
Cost Proposal Request
Payment Request Records
Meeting Minutes
Cost Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
Record Drawing Marked Print
Operating and Maintenance Instruction
Daily Progress Reports
Transmittal Records
Inspection Reports

Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and updates
Suspense (Tickler) Files of Outstanding Requirements
Documentation of Good Faith Effort
Correspondence Files

The **PROJECT** records shall be available at all reasonable times to the Owner and AE for reference, review, or reproduction.

(11) Shop Drawings and Samples. After checking and verifying all field measurements, the CMAR will submit to the AE and Owner for approval, in accordance with the acceptable schedule of Shop Drawing submission, five copies of all Shop Drawings, which shall have been checked by and stamped with the approval of the CMAR and identified as the AE may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the AE to review the information as required.

The CMAR will also submit to the AE for approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CMAR, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended.

(a) At the time of each submission, the CMAR will in writing call the AE's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation to be made on each shop drawing submitted for review and approval of each such variation.

The AE will review and approve with reasonable promptness Shop Drawings and Samples, but its review and approval shall be only for conformance with the design concept of the **PROJECT** and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CMAR will make any corrections required by the AE and will return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. All cost incurred for the resubmitted shop drawing shall be the CMAR responsibility. The CMAR's stamp of approval on any Shop Drawing or sample shall constitute a representation to the AE that the CMAR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Document.

No work requiring a Shop Drawing or sample submissions shall be commenced until the submission has been approved by the AE. Any related work performed prior to review and approval by the Owner of the pertinent submission

will be sole expense and responsibility of the CMAR. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CMAR at the site and shall be available to the AE.

The AE approval of Shop Drawings or samples shall not relieve the CMAR from his responsibility for any deviations from the requirements of the Contract Documents, unless the CMAR has in writing called the AE's attention to such deviation at the time of submission and the Owner and the AE have given written approval to the specific deviation; or shall any approval by the AE relieve the CMAR from responsibility for errors or omissions in the Shop Drawings.

4.06 Project Schedule; Substantial Completion; Occupancy.

(1) Establishment of Project Substantial Completion Date. At the time a Guaranteed Maximum Price (GMP) is established, the Project Substantial Completion Date for completion of the construction may be amended by Owner upon recommendation of Construction Team, if reasonably necessary, which Project Substantial Completion Date shall be subject to Force Majeure. An amendment to Substantial Completion Date under this section will not necessarily involve additional CMAR compensation. The CMAR agrees to complete the construction prior to the Project Substantial Completion Date. The CMAR acknowledges that failure to complete the **PROJECT** prior to the Project Substantial Completion Date will result in substantial damages to the Owner. The CMAR shall be assessed liquidated damages in the amount, (*****Liquidated Damages will be established with Phase 2 amendment***), per calendar day for each day completion is extended beyond the Project Substantial Completion Date, plus any fines and penalties directly imposed against Owner by any regulatory and/or governmental authority against Owner. Provided, however, CMAR and Owner shall cooperate with each other, and shall use best efforts and due diligence to avoid the imposition of any such fines and/or penalties.

(2) Completion of Construction. The date of Substantial Completion of the **PROJECT** or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Project Plans and Specifications so the Owner can lawfully occupy or utilize the **PROJECT** for the use for which it is intended. The CMAR warranty shall commence on the Project Final Completion Date.

(3) Owner Occupancy. The CMAR shall provide services during the design and construction phases which will provide a successful and timely Owner occupancy of the **PROJECT**. The CMAR shall provide consultation and Project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the subcontractors, "on line" in such conditions as will satisfy Owner operations requirements. The CMAR shall catalog operational and maintenance requirements of the equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability. The CMAR shall provide operations training, in equipment use, for building operators.

(4) Record Drawings. The CMAR shall continuously review Record Drawings and mark up progress prints. Upon receipt by CMAR of its final payment due hereunder, the CMAR shall provide to the AE and Owner an original of marked-up, Record Project Plans and Specifications showing the location and dimensions of the **PROJECT** as constructed, which documents shall be certified as being correct by the CMAR and the AE.

4.07 CMAR's Warranty. The CMAR warrants that all labor and materials will conform to the Project Plans and Specifications. The CMAR further warrants that all materials and equipment will be new, of good quality and free from any defects. With respect to the same work, the CMAR further agrees to correct or replace as necessary all work found by the Owner to be defective in material and workmanship or not in conformance with the Project Plans and Specifications for a period of one year from the Project Final Completion Date. CMAR shall use its best efforts and due diligence to ensure that, during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the contract documents perform all required warranty work in a timely manner and at the sole cost and expense of such warranty providers. The direct cost of any warranty work shall be paid by CMAR. The CMAR shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by the contract documents. Also, the CMAR shall conduct, jointly with the Owner and the AE, a warranty inspection eleven (11) months after the Project Final Completion Date.

4.08 Lien Free Construction. All construction services provided by CMAR or any of the subcontractors in construction of the **PROJECT** on the Project Site shall be accomplished in a manner that will result in no liens, claims or encumbrances being imposed against the **PROJECT**. Subject to the laws of the State of Florida and of the United States, neither CMAR 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 Agreement against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

4.09 Collaboration on Water Features. The City currently uses Commercial Energy Specialists, LLC ("CES"), for water feature system purchases and services. CMAR shall collaborate with CES, or any other company chosen by the City, on water feature systems for ease of access to necessary parts, equipment, and services.

ARTICLE 5.
OWNER'S RESPONSIBILITY

5.01 Project Site; Title. The Owner hereby represents to the CMAR that it currently has and will maintain up through and including the Project Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during the course of construction.

5.02 Project Plans and Specifications; Architect. The parties hereto acknowledge and agree that owner has previously entered into an agreement between Owner and AE dated **October 30, 2024.** Pursuant to the terms of such agreement, the AE, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications and other documents setting forth in detail the requirements for the construction of the **PROJECT**. All such Project Plans and Specifications shall be provided either by Owner or the AE and CMAR shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the AE, and all preliminary drawings prepared in connection therewith. The CMAR shall be notified of any written modification in the agreement between Owner and AE.

5.03 Surveys; Soil Tests and Other Project Site Information. Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content, and with such specificity as may be required by the AE and CMAR to perform their services. To the extent deemed necessary by Owner and AE, and solely at Owner's expense, Owner may engage the services of a Geotechnical Consultant to perform test borings and other underground soils testing as may be deemed necessary by the AE or the CMAR. CMAR shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided to CMAR. Owner shall provide CMAR as soon as reasonably possible following the execution of this Agreement all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements and legal descriptions then in its possession or control.

5.04 Information; Communication; Coordination. The Owner hereby designates the City Manager or the City Manager's designee as Project Coordinator, to act in the Owner's behalf with respect to the **PROJECT**. The Project Coordinator shall examine all documents or requests for information submitted by the CMAR and shall advise CMAR of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the CMAR's services. CMAR shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project cost, CMAR's compensation, documentation relating to use of contingency, approving or changing the GMP shall only be effective when approved in writing by the Owner. Owner reserves the right to designate a different Project Coordinator provided CMAR is notified in writing of any such change. Owner and AE may communicate with subcontractors, materialmen, laborers or suppliers engaged to perform services on the **PROJECT**. Neither the Owner nor the AE shall attempt to direct

the work of or otherwise interfere with any subcontractor, materialmen, laborer or supplier or otherwise interfere with the work of the CMAR.

5.05 Construction Inspections and Coordination. Owner, AE and CMAR agree to cooperate and coordinate with each other and all Permitting Authorities, including specifically the **City of Port St. Lucie Building Department.**

5.06 Acknowledgment. The CMAR recognizes and acknowledges that Owner is a governmental body with certain procedural requirements to be satisfied. CMAR has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency. Specific directions and approval made by the Owner shall be in writing authorized at its regular or special City Council meetings, or as otherwise consistent with authorities granted to the Project Coordinator.

ARTICLE 6.
SUBCONTRACTOR SELECTION AND PAYMENT PROCESS

6.01 Definition. A subcontractor is a person or organization who has a direct contract with the CMAR to perform any work at the Project Site. Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in this Agreement or in any contract document does or shall create any contractual relation between the Owner or AE and any subcontractor. Specifically, the CMAR is not acting as an agent of the Owner with respect to any subcontractor.

6.02 Subcontracts. The CMAR shall provide a copy of all proposed subcontracts, including general supplementary conditions to the Owner. Prior to establishment of the GMP and CMAR's solicitation from subcontractors and/or suppliers, Owner and CMAR shall agree upon a procurement methodology and process which shall comply with the legal requirements and expectations of Owner. CMAR agrees to cooperate with Owner in any procurement methodology and process which is required by law, and also cooperate with Owner in any such methodology or process desired by Owner (and not otherwise legally required) provided that such cooperation does not result in any extension of the Project Substantial Completion Date established by the Project Schedule.

6.03 Application for Progress Payments.

(1) Not more often than once per month, nor less often than specified in the approved payment schedule, and on a date established at the Project Preconstruction Conference, the CMAR will submit to the AE and Owner for review an invoice filled out and signed by the CMAR covering the actual Work completed as of the date of the Application and supported by such data. Also, if payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to and authorized in writing, the application for Payment shall also be accompanied by such supporting data, satisfactory to the Owner, as well establish the Owner's title to the material and equipment and protect its interest therein, including applicable

insurance. All progress payments will be subject to the retainage percentage. Such retainage shall be paid and will be issued in the final payment after acceptance by the Owner of the Work.

The Estimate and Requisition for Payment form shall list individually, each instrument of change to the Guaranteed Maximum Price or Construction Contingency, its approved value, the amount previously requisitioned, the amount sought in the current requisition, the total value of completed work and, if requested by the Owner, the Estimate and Requisition for Payment form shall, for each instrument of change to the Guaranteed Maximum Price or Construction Contingency, be further detailed to provide a breakdown, by trade, of the values and requisition amounts for each trade, for each change instrument.

(2) Approval of Payments. The AE will, within ten (10) calendar days after receipt of each Application for Payment, either indicate his approval of payment and deliver the application to the Owner or return the Application to the CMAR indicating in writing the reason for refusing to approve payment. In the latter case, the CMAR may make the necessary corrections and resubmit the Application. The Owner will, within five (5) calendar days after receipt of each approved application for payment, either indicate their approval of payment and within fifteen (15) calendar days pay the CMAR ninety five percent (95%) of the portion of the GMP properly allocated to labor, materials and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the GMP properly allocated to materials and equipment suitably stored at the site or at some other location or return the application to the CMAR through the AE indicating in writing the reason for refusing to approve payment. In the latter case, the CMAR may make the necessary corrections and resubmit the application to the AE.

The AE's approval of any payment requested in an Application for Payment shall constitute a representation by him to the Owner, based on the AE's on-site observations of the Work in progress and on his review of the Application for Payment and the supporting data that the CMAR is entitled to payment of the amount approved.

The AE may refuse to approve the whole or any part of any payment if in his opinion, he is unable to make such representations to the Owner. He may then refuse to approve any such payment because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the Owner from loss because:

1) The Work is defective.
2) A portion of such payment is the subject of a dispute or claim that has been filed.
3) The amount has been reduced because of Modifications.
4) The Owner has been required to correct defective Work or complete the Work in accordance with the guarantee and warranty.
5) Of unsatisfactory prosecution of the Work, including failure to clean up.

(3) The CMAR shall pay each subcontractor, upon receipt of payment from the Owner, out of the amount paid to the CMAR on account of such subcontractor's work, the amount to which the subcontractor is entitled in accordance with the terms of the CMAR's contract with such subcontractor. The CMAR shall, by appropriate agreement with each subcontract, require each subcontractor to make payments to subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to subcontractors for any reason, as solely determined by CMAR, the CMAR shall promptly restore such monies to the owner, adjusting pay requests and Project bookkeeping as required.

Commencing with second application of the Estimate and Requisition for Payment form, the Owner may require, as a condition of payment, the submission of releases of lien from any or all subcontractors. Where the Owner so requires, the releases furnished shall be original copies, properly executed and notarized, in a form acceptable to the Owner.

(4) The CMAR warrants that upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the CMAR, whichever occurs first; (a) work, materials and equipment covered by previous partial payment requests are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (b) no work, materials or equipment covered by a partial payment request will have been acquired by the CMAR, or any other person performing work at the site or furnishing materials or equipment for the **PROJECT** is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CMAR or other such person.

6.04 Application for Final Payment.

(1) Final Inspection. Upon written notice from the CMAR that the **PROJECT** is complete, the AE and Owner will make a final inspection with the CMAR and will notify the CMAR in writing of any particulars which this inspection reveals that the Work is defective. The CMAR shall immediately make such corrections as are necessary to remedy the defects within a reasonable time.

(2) Final Inspection for Payment. After the CMAR has completed any such corrections to the satisfaction of the AE and Owner and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by legally effective final releases or waivers of liens from the CMAR and all subcontractor(s) which performed services for the CMAR pursuant to the Contract Documents and the consent of surety, if applicable to final payment.

(3) Approval of Final Payment. If, on the basis of its observations and review of the Work during construction, its final inspection and its review of the final Estimate and Requisition for Payment, all as required by the Contract Documents, the AE is satisfied that the Work has been completed and the CMAR has fulfilled all of his obligations under the Contract Documents, it will, within ten (10) calendar days after receipt of the final Application for Payment, indicate in writing its approval of payment and deliver the application to the Owner. Otherwise, it will return the Application to the CMAR, indicating in writing its reason for refusing to approve final payment, in which case the CMAR will make the necessary corrections and resubmit the Application. The Owner will, within fifteen (15) calendar days after receipt of approved application for final payment, either indicate their approval of the estimate and requisition application for payment and within fifteen (15) calendar days pay the CMAR the amount approved by the Owner and issue a Certificate of Final Completion or return the application through the AE indicating in writing the reason for refusing to approve payment. In the latter case, the CMAR may make the necessary corrections and resubmit the application to the AE.

If, after substantial Completion of the Work, final completion is materially delayed through no fault of the CMAR, and the AE so confirms, the Owner shall and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted, shall be submitted by the CMAR to the AE, prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

If liquidated damages are to be deducted from the final payment, the Owner shall so notify the CMAR in writing at least ten (10) calendar days prior to the Owner's submittal to Finance.

Upon receipt of the Contractor Performance Evaluation the CMAR will have seven (7) calendar days, from the date received, to review, comment, sign and return back to the Project manager. If the evaluation has not been received back from the CMAR within the seven (7) calendar days, the Owner will assume the CMAR fully agrees with and has no comments to the evaluation.

(4) Final Accounting Costs. Final accounting of costs of the work shall be provided by the CMAR in the form of a detailed cost report showing vendor, invoice number and date of invoice for all costs, all sorted by trade division cost code as is maintained by the CMAR in his accounting system. Upon receipt of the detailed cost report final accounting, the Owner may have access to all accounting records at the CMAR's place of business for review and reporting purposes by the Owner's accountant, whether external or internal.

ARTICLE 7
CHANGES IN THE PROJECT

7.01 Amending and Supplementing Contract Documents. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

(a) a formal Written Amendment,

(b) a Change Order, or

(c) a Field Directive Change.

The Contract price and the Contract Time may only be changed by the Change Order or a Written Amendment.

In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

(a) a Field Change Order,
(b) the AE approval of a Shop Drawing or sample, or
(c) the AE written interpretation or clarification.

7.02 Changes in Work. Without invalidating the Agreement, the Owner may unilaterally and at any time or from time-to-time order additions, deletions or revisions in the Work; these will be authorized by Change Orders or Field Directive Change. Upon receipt of a Change Order or Field Directive Change, the CMAR will proceed with the Work involved.

All such Work shall be executed under the applicable conditions of the Contract Documents.

If any Change Order or Field Directive Change causes an increase or decrease in the Guaranteed Maximum Price (GMP) or any extension or shortening the Contract Time, an equitable adjustment will be made.

Additional Work performed by the CMAR without written authorization of a change in the form of an approved Change Order will not entitle him to an increase in the Guaranteed Maximum Price (GMP) or any extension of the Contract Time, except in the case of an emergency.

It is the CMAR's responsibility to notify the Surety of any changes affecting the general scope of the Work or change of the Guaranteed Maximum Price (GMP) and the amount of the applicable Bonds shall be adjusted accordingly. The Surety's Acceptance must be submitted to the AE, by the CMAR, within ten (10) calendar days of the initiation of the change.

7.03 Change of Guaranteed Maximum Price. The Guaranteed Maximum Price (GMP) constitutes the total compensation payable to the CMAR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CMAR shall be at his expense without change in the Guaranteed Maximum Price.

The Guaranteed Maximum Price (GMP) may only be changed by a Change Order). Any claim for an increase or decrease in the Guaranteed Maximum Price (GMP) shall be in writing and delivered to the AE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within fifty (50) calendar days after such occurrence (unless Owner allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CMAR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CMAR has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Guaranteed Maximum Price (GMP) will be valid if not submitted in accordance with this paragraph. All claims for adjustment in the Guaranteed Maximum Price (GMP) shall be reviewed by the AE. Any change in the Guaranteed Maximum Price (GMP) shall be incorporated in a Change Order and approved by the Owner. No claim by the CMAR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Guaranteed Maximum Price shall be determined in one of the following ways:

(a) Where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, by application of unit prices to the quantities of the items involved.

(b) By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

(c) By cost of the Work and mutually acceptable fixed amount for overhead and profit agreed upon by the parties.

In such cases the CMAR will submit in the form prescribed by the Owner an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the CMAR to the Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease as determined by the Owner. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase or decrease, if any.

Regardless of how the value of Work covered by a Change Order or any other claim for an increase or decrease in the Guaranteed Maximum Price is

determined, in no case shall the total amount of overhead and profit, including all tiers of subcontractors, exceed 15% of the cost of the Work, unless otherwise approved by the Owner. Such 15% limit shall not include the cost of the Construction Manager's General Conditions or CMAR Fees where due.

7.04 Change of Contract Time. The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be in writing and delivered to the AE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating general nature of the claim. Notice of the extent of the claim with supporting data (analysis and documentation) shall be delivered within sixty (60) calendar days after such occurrence (unless the AE allows an additional period of time to ascertain in more accurate data in support of the claim) and shall be accompanied by the CMAR's written statement that the adjustment claim is the entire adjustment to which the CMAR has reason to believe it is entitled as a result of the occurrence of said event. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction. No claim by the CMAR under this provision shall be allowed unless the CMAR has given the notice and the analysis and documentation required in this paragraph. All claims for adjustment in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Owner shall not be responsible for any delay in the completion of the **PROJECT** where the delay is beyond the control or without fault or negligence on behalf of the Owner. The Owner shall not be held accountable for extra compensation or an extension of time due to default by the CMAR, subcontractors, or suppliers in the furnishing of labor or materials for the **PROJECT** or having to replace defective materials.

The CMAR shall be entitled to a claim for an extension of time when a delay or hindrance is caused by an act of God, or any act or omission on the part of the Owner, provided the CMAR gives notice to the AE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and having stated the general nature of the claim. The CMAR's sole remedy shall be an extension of Contract Time.

No extension of Contract Time or increases in Guaranteed Maximum Price (GMP) shall be granted for any delay caused either by (1) inadequate crewing, default or bankruptcy of lower tier contract, slow submittals, etc., (2) by severe though not unusual weather conditions (other than hurricanes and tornadoes), (3) any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time unless otherwise agreed to by the Owner in its sole discretion, (4) for any delay which is caused by the CMAR having to replace defective material, or (5) delays attributable to the lack of performance by subcontractors regardless of the reasons.

ARTICLE 8.
RELATIONSHIP BETWEEN CMAR AND ARCHITECT-ENGINEER (AE)

8.01 Administration. The AE will provide administration of this Agreement as it relates to inspection of the **PROJECT** during construction and shall at all times have access to the work wherever it is in preparation and progress. Owner shall, in accordance with this Agreement and Owner's Agreement with AE, use its best efforts to maintain cooperation between the AE and CMAR.

8.02 Inspection of the Work. The AE will visit the Project Site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with this Agreement and the Project Plans and Specifications. On the basis of the AE's on-site observations as the design professional, the AE will keep the Owner informed of the progress of the work and will endeavor to protect the Owner against defects and deficiencies in the work of the CMAR. The AE will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work which shall be the obligation of CMAR.

8.03 Interpretation of Project Plans and Specifications. The AE will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by CMAR or Owner, the AE will make decisions on all claims, disputes or other matters pertaining to the interpretation of the plans and specifications. The AE's decisions in matters relating to artistic effect will be final if consistent with the Project Plans and Specifications.

8.04 Rejection of Nonconforming Work. The AE and Owner have the authority to reject work which does not conform to the Project Plans and Specifications.

8.05 Uncovering of Work.

(1) If any portion of the work should be covered contrary to the written request of the AE, it must, if required in writing by the AE, be uncovered for his observation and shall be recovered at the CMAR's expense.

(2) If any other portion of the work has been covered which the AE has not specifically requested to observe prior to being covered, the AE may request to see such work and it shall be uncovered by the CMAR. If such work be found to be in accordance with the Project Plans and Specifications, the cost of uncovering and replacement shall, by appropriate Change Order, be added to the Project Cost.

8.06 Correction of Work. The CMAR shall promptly correct all work rejected by the AE for being defective or as failing to conform to the Project Plans and Specifications whether observed before or after the Project Completion Date and whether or not fabricated, installed or completed. The CMAR shall bear all costs

of correcting such rejected work, including compensation for AE additional services made necessary thereby.

8.07 Timely Performance of AE. Owner, CMAR and AE understand, acknowledge and agree that timely performance and response by AE to certain information requested by CMAR is an important aspect of joint cooperation between and among the Construction Team. The CMAR shall identify which requests for information or response from the AE have the greatest urgency, and the CMAR shall identify those items which require prioritizing in response by the AE. The CMAR shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the **PROJECT** and CMAR. In the event that the period of time identified by CMAR for response is demonstrably unfair, AE shall communicate such information to CMAR, in writing, and AE shall identify the time necessary for response and a date upon which the AE's response will be made. In the event that the AE believes that any such information provided by CMAR is incomplete or otherwise inadequate to provide its response, AE shall immediately inform CMAR of such fact, in writing, with a copy to the Owner's Project Coordinator. In the event that the CMAR believes that AE is not providing timely services or responses as required by this paragraph, CMAR shall immediately inform AE of such fact, in writing, with a copy to the Owner's Project Coordinator.

ARTICLE 9
INSURANCE

The CMAR 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 Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as Owner's review or acceptance of insurance maintained by the CMAR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CMAR under the Agreement.

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 Agreement 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, and as may be amended from time to time, 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, and/or 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 Agreement.

1. Workers' Compensation Insurance & Employer's Liability: The CMAR shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability 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 the CMAR qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

2. Commercial General Liability Insurance: The CMAR shall agree to maintain 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

3. Additional Insured: 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 and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the Owner. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

   Except as to Workers' Compensation, Employers' Liability, and Professional Liability Insurance, 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 Liability policies. 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 shall be listed as additional insured and shall include Contract #20240112 – Construction Management at Risk Services at Torino Regional Park."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the Owner prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the Owner is amended during the term of this Agreement to exceed the above limits, the CMAR

shall be required, upon thirty (30) days written notice by the Owner, to provide coverage at least equal to the amended statutory limit of liability of the Owner. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The CMAR 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 CMAR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing CMAR 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 and non-contributory basis.

5. Professional Liability Insurance: CMAR shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the Owner reserves the right, but is not obligated, to review and request a copy of CMAR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CMAR warrants that the retroactive date equals or precedes the effective date of this Agreement. 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 Agreement, CMAR shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

6. Waiver of Subrogation: By entering into this Agreement, the CMAR agrees 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 the CMAR 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.

7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the CMAR for any and all claims under this Agreement. Where an SIR or deductible exceeds $5,000, the Owner reserves the right, but is not obligated, to review and request a copy of the CMAR's most recent annual report or audited financial statement.

   It shall be the responsibility of the CMAR to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the CMAR to obtain Certificates of Insurance from all independent contractors and subcontractors listing the Owner as an Additional Insured without the language, "when required by written contract." If the

CMAR, any independent contractors and/or any subcontractors maintain higher limits than the minimums listed above, the Owner requires and shall be entitled to coverage for the higher limits maintained by the CMAR/independent contractor/subcontractor.

The CMAR 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 Owner shall be endorsed as an "Additional Insured."

The Owner, by and through its Risk Management Department, reserves the right, but is not obligated, 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.

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

ARTICLE 10.
FORCE MAJEURE, FIRE OR OTHER CASUALTY

10.01 Force Majeure.

(1) Delays in any performance by any party contemplated or required hereunder due to: fire, flood, earthquake or hurricane, acts of God, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, or any law, order, proclamation, regulation or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated and without the fault or negligence of the party seeking excuse from performance, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure, the date for performance required or contemplated by this Agreement shall be extended by the number of calendar days such party is actually delayed in such substantial completion.

(2) The party seeking excuse for nonperformance on the basis of Force Majeure shall promptly give written notice to the Owner, if with respect to the CMAR, or to the CMAR, if with respect to the Owner, specifying its actual or anticipated duration, and at least every-other-day thereafter, if such delay shall be

continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

10.02 Casualty; Actions by Owner and CMAR. During the Construction Period, if the **PROJECT**, or any part thereof, shall have been damaged or destroyed, in whole or in part, the CMAR shall promptly make proof of loss and Owner and CMAR shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The CMAR shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses and other changes, including normal and ordinary compensation to the CMAR, necessary for reconstruction of the **PROJECT** substantially in accordance with the Project Plans and Specifications. Within fifteen (15) calendar days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the CMAR covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the **PROJECT** to substantially the same size, floor area, cubic content and general appearance as prior to such loss or damage:

(1) receipt by the Owner of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction; and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

(2) written agreement executed by the CMAR and the Owner, by amendment to this Agreement or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required amendment to the GMP; and

(3) final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required Building Permit.

10.03 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the **PROJECT**, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage and such plans and specifications conform to the applicable laws, ordinances, codes and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the CMAR as a result of such loss or damage shall be used solely for payment of the costs, expenses, and other charges of the reconstruction or repair of the **PROJECT**.

10.04 Notice of Loss or Damage. The CMAR shall promptly give the Owner written notice of any significant damage or destruction to the **PROJECT**, defined as loss or damage which it is contemplated by CMAR will increase the GMP or extend the date of substantial completion, stating the date on which such damage or destruction occurred, the then expectations of CMAR as to the effect of such damage or destruction on the use of the **PROJECT**, and the then proposed schedule, if any, for repair or reconstruction of the **PROJECT**. Loss or damage which the CMAR determines will not affect the GMP or date of substantial completion will be reported to Owner and AE immediately and associated corrective actions will be undertaken without delay.

ARTICLE 11
INDEMNIFICATIONS

11.01 Indemnification by CMAR. The CMAR agrees to indemnify, defend, and hold harmless, the Owner, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of the CMAR, agents, laborers, subcontractors or other personnel entity acting under the CMAR's control in connection with the CMAR's performance of services under this Agreement. To that extent, the CMAR shall pay any and all such claims and losses and shall pay any and all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the Owner in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by the CMAR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of the CMAR or any agent laborers, subcontractors, or employee of the CMAR regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The CMAR shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by the CMAR on the work. This indemnification shall survive the termination of this Agreement.

The CMAR shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work until the same shall have been completed and accepted. The CMAR agrees to repair, restore or rebuild any damages he causes to any property of the Owner. He shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The CMAR shall give to the proper authorities all required notices relating to the work and obtain all official permits and licenses. He shall repair any damage that may have occurred to any adjoining building, structure, utility or private property in the course of this work.

11.02 Exculpation. Nothing contained in this Article or in this Agreement shall be construed as creating or otherwise resulting in the CMAR assuming any liability or responsibility for the services provided to Owner by AE, his agents, employees, subcontractors, or otherwise, including, but not limited to those services involved in the preparation or approval of maps, drawings, opinions, reports, surveys, design or specifications, or the giving of, or the failure to give, directions or instructions by the AE, his agents, employees, subcontractors or otherwise, providing that such giving or failure to give is the primary cause of the injury or damage.

11.03 CONSEQUENTIAL DAMAGES. The CMAR and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement with the limited exception of liquidated damages as provided in Section 4.06(1) of this Agreement. This mutual waiver includes:

(1) Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

(2) Damages incurred by the CMAR for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

11.04 SOVEREIGN IMMUNITY. Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the Owner's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

ARTICLE 12.
DEFAULT; TERMINATION

12.01 Termination by Owner Without Cause. The Owner reserves the exclusive right to terminate this Agreement without cause as provided herein. In the event that Owner exercises its rights of termination, Owner shall provide thirty (30) days written notice to CMAR of termination and the termination shall become effective upon the date specified in the written notice. As a condition of Owner's termination rights provided for in this paragraph, CMAR shall be released and discharged from all obligations arising by, through or under the terms of this Agreement, and the Payment and Performance Bond shall be terminated. In the event of any such termination by Owner, Owner shall assume and become liable for obligations, commitments and unsettled contractual claims that CMAR has previously undertaken or incurred in connection with the **PROJECT** and as authorized under this agreement. In addition, Owner shall pay CMAR the additional compensation described below:

(1) Termination by Owner for Certain Identified Events. After the establishment of the GMP, if the final cost estimates make the **PROJECT** no longer reasonably feasible from the standpoint of the Owner, Owner shall provide written notice to CMAR of termination prior the Construction Commencement Date. Owner shall pay CMAR all compensation earned or accrued by CMAR up to and including the date of termination.

(2) Termination Based Upon Abandonment, Casualty or Force Majeure. If, after the Construction Commencement Date (i) Owner abandons the **PROJECT** (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the **PROJECT**, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the **PROJECT**, and no recommencement of same within twelve (12) months following the date of termination), or (ii) the **PROJECT** is stopped for a period of sixty (60) consecutive calendar days due to an instance of force majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one-hundred and twenty (120) calendar days (excluding the time required to assess the damage and complete the steps contemplated), the Owner shall have the right to terminate this Agreement and pay the CMAR its compensation earned or accrued to date and all direct costs actually expended prior to City's notice of termination under this paragraph. CMAR shall immediately cease purchasing or accruing payment upon such notice of termination, unless necessary for the protection of the work already perform or safety and welfare of the public.

(3) Owner's Termination for Owner Convenience. Notwithstanding anything contained herein to the contrary, Owner may without cause, terminate this agreement at any time upon delivery of written notice to the CMAR. In the event Owner delivers such notice to the CMAR, CMAR agrees to withdraw its employees and its equipment, if any, from the work site on the effective date of the termination as specified in said notice (which effective date shall not be less than two (2) business days after the date of delivery of the notice), regardless of any claim the CMAR may or may not have against the Owner. In the event of such termination, CMAR shall be entitled to any unpaid Cost of the **PROJECT** incurred to the effective date of such termination, and to no compensation other than the fees owed or accrued through the date of termination and all direct costs actually expended prior to City's notice of termination under this paragraph. CMAR shall immediately cease purchasing or accruing payment upon such notice of termination, unless necessary for the protection of the work already perform or safety and welfare of the public.

12.02 Owner's Right to Perform CMAR's Obligations and Termination by Owner for Cause.

(1) If the CMAR fails to timely perform any of his obligations under this Agreement, including any obligation the CMAR assumes to perform work with his own forces, the Owner may, after seven (7) calendar days' written notice, during which period the CMAR fails to perform such obligation, make good such deficiencies and perform such actions. The GMP, or the actual cost of the **PROJECT**, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies and the CMAR's compensation shall be reduced by an amount required to manage the deficiencies, provided, however, nothing contained

herein shall limit or preclude Owner from pursuing additional damages from CMAR as a result of its breach.

(2) If the CMAR is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls thirty (30) calendar days or more behind schedule) which has been adopted by the Construction Team, or if it fails to make prompt payment to subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of a provision of the Agreement, then the Owner may, without prejudice to any other right or remedy, and after giving the CMAR and its surety, if any, fourteen (14) calendar days' written notice, and during which period the CMAR fails to cure the violation, terminate the employment of the CMAR and take possession of the Project Site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CMAR, and may finish the **PROJECT** by whatever method the Owner may deem expedient. In such case, the CMAR shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising as a result of failure of CMAR to perform as provided in this Agreement, as well as reasonable termination expenses and costs and damages incurred by the Owner may be deducted from any payments left owing the CMAR.

12.03 Obligations, Rights and Remedies Cumulative. The specific rights and remedies to which either the Owner or the CMAR are entitled are not exclusive and are intended to be in addition to any other remedies or means of redress to which the Owner or the CMAR may lawfully be entitled and are not specifically prohibited by this Agreement.

12.04 Non-action on Failure to Observe Provisions of This Agreement. The failure of the Owner or the CMAR to promptly insist upon strict performance of any terms, covenant, condition or provision of this Agreement or any exhibit or any other Agreement contemplated hereby, shall not be deemed a waiver of any right or remedy that the Owner or the CMAR may have, and shall not be deemed a waiver of any subsequent default or nonperformance of such term, covenant, condition or provision.

12.05 Litigation. All claims, disputes, or other matters in question between the Owner and the CMAR, arising under the terms of this Agreement and performance hereunder shall be decided by a court of competent jurisdiction, and shall not be the subject of arbitration. The parties agree that with respect to any Agreements executed by and between themselves relating to the **PROJECT** and any other persons or entities performing work on the **PROJECT**, that such agreements will contain a provision such that any disputes shall be resolved in a court of competent jurisdiction, it being the intention of all parties that any dispute be resolved in one consistent forum.

12.06 Attorney's Fees. In any litigation between the parties hereto arising out of this Agreement, the prevailing party shall be entitled to recover all fees and costs incurred in such litigation, including reasonable attorney's fees, through appeals.

ARTICLE 13.
MISCELLANEOUS

13.01 Harmony. CMAR is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by it and its subcontractors for work on the **PROJECT** shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the **PROJECT**. CMAR further agrees that this provision will be included in all subcontracts of the subcontractors as well as the CMAR's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge on account of membership or non-membership in any labor union or labor organization, the right of any person to work of the Florida Constitution. Owner's liability for obligations, commitments and unsettled contract claims in the event of termination of this Agreement, shall be limited in accordance with an agreed to subcontract termination clause approved by Owner.

13.02 Ownership of Products and Documents. All documents, reports, analysis maps, blueprints, drawings and other papers and products prepared or received by CMAR in connection with this Agreement ("CMAR's work"), upon payment by Owner of fees accrued and owing at the time of CMAR's work shall be the property of Owner and Owner shall have the right to use CMAR's work subsequently without restriction or limitation.

13.03 Successors and Assignment. No transfer or assignment of the rights and/or obligations of Owner under this Agreement shall be effective without the written consent of the CMAR. No transfer or assignment of the rights and/or obligations of the CMAR under this Agreement shall be effective without the written consent of the Owner. The terms herein contained shall bind and inure to the benefit of the Owner, its successors and assigns, and the CMAR, its successors and assignments, except as may be otherwise specifically provided herein.

13.04 Notices. All notices, demands, requests for approvals or other communications which may be or are required to be given by either party to the other in writing shall be deemed given and delivered on the date received by the person listed below or the Authorized Representative, or, if notice is by mail, on the date mailed to the address below or, if by hand delivery, on the date delivered to the address below:

To the CMAR: Burkhardt Construction Inc.
1400 Alabama Ave
West Palm Beach, FL 33402

With a Copy to
AE: Kimley-Horn & Associates

10521 SW Village Center Drive
Suite 103
Port St Lucie FL, 34987

With a copy to
Owner: City of Port St Lucie
2195 SE Airose Blvd
Port St Lucite Florida 34984

Department of Parks and Recreation
Project Manager: Carrie Wilbur, Project Manager

The addresses to which notice is to be sent may be changed from time to time by a written notice delivered to each party to this Agreement. Until notice of change of address is received, a party may rely upon the last address given.

13.05 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such reminder would then continue to conform to the requirements of applicable laws and if the remainder of this Agreement can substantially be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties hereto.

13.06 Applicable Law and Construction. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. This Agreement has been negotiated by the Owner and the CMAR, and this Agreement, including the Exhibits, shall not be deemed to have been prepared by either the Owner or the CMAR, and each of them shall be deemed to have participated equally in the preparation hereof.

13.07 Submission to Jurisdiction.

(1) Each party to this Agreement hereby submits to the Jurisdiction of the courts of the State of Florida with venue in St. Lucie County, Florida, for the purposes of any suit, action or other proceeding arising out of or related to this Agreement and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

(2) The present registered agent of **Burkhardt Construction Inc.** is **Marc Kleisley, Vice President**, the individual designated for service of process by the corporation, which is CMAR under the terms of this Agreement, with an address of **1400 Alabama Avenue, Suite 20, West Palm Beach, Florida 33401.** If at any time during the term of this Agreement, the CMAR is not a resident of the State of Florida or has no partner, officer, employee or agent thereof

available for service of process as a resident of the State of Florida, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, employee or agent available for service of process in the State of Florida, CMAR hereby designates the Secretary of State, State of Florida, its agent for the service of process in any court action between it and the Owner, arising out of or related to this Agreement and such service shall be made as provided by the laws of the State of Florida for service upon a nonresident; provided, however, that at the time of service on the Secretary of State, a copy of such service shall be mailed by prepaid, registered mail, return receipt requested, to the CMAR at the address for notices.

13.08 Estoppel Certificates. The CMAR and the Owner shall at any time and from time to time, upon not less than twenty-one (21) calendar days prior notice by the other party, execute, acknowledge and deliver to the other a statement certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications that the same as modified is in full force and effect and setting forth such modifications), the dates to which any changes have been paid in advance, if any, and, to the knowledge of such party, neither it nor the other party is then in default hereof, it being intended that any such statement delivered may be relied upon by any prospective purchaser, mortgagee, assignee of any mortgage or assignee of the respective interests in the **PROJECT**, if any, of either party made in accordance with the provisions of this Agreement.

13.09 Complete Agreement. The written form of this Agreement and the Exhibits supersede and control over any and all prior agreements, understandings, representations and statements, whether written or oral, specifically including, but not limited to, the Proposal, made with regard to the matters addressed by this Agreement.

13.10 Captions. The section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way definite, limit or describe the scope or intent of this Agreement, or any part thereof, or in any way affect this Agreement, or construe any article or section hereof.

13.11 Holidays. It is hereby agreed and declared that whenever the time period for a notice or performance under the terms of this Agreement is seven (7) days or greater, and would be made or given or done on a Saturday or Sunday or on a legal holiday observed by the City Council of the City of Port St. Lucie, Florida, it shall be postponed to the next following business day, not a Saturday, Sunday or legal holiday.

13.12 Exhibits. Each Exhibit referred to in and attached to this Agreement is an essential part of this Agreement. The Exhibits, and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13.13 Authorized Representatives. Within three (3) business days following the Effective Date of this Agreement, the Owner and the CMAR shall each designate an initial authorized representative (the Project Coordinator as to the Owner) to act on its behalf to the extent and for the duration of the **PROJECT** and shall provide to the other the name, address and specimen signature of such authorized representative. Unless otherwise designated by Owner to the contrary. Thereafter, subsequent or replacement designations may be made as deemed necessary and appropriate by the designating party. Upon such subsequent or replacement designation being made, the designating party shall promptly notify the other party hereto.

13.14 Nondiscrimination.
The CMAR shall not discriminate against any person in its operations, activities, or delivery of services under this Agreement. The CMAR shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
CMAR

13.15 No General Obligation. In no event shall any obligation of the Owner under this Agreement be or constitute a pledge of the ad valorem taxing power of the Owner within the meaning of the Constitution of the State of Florida or any other applicable laws. Neither the CMAR nor any other party under or beneficiary of this Agreement shall ever have the right to compel the exercise of the ad valorem taxing power of the Owner, in any form on any real or personal property to pay the Owner's obligations or undertakings hereunder.

13.16 Members of the Owner Not Liable.

(1) All covenants, stipulations, obligations and agreements of the Owner contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the Owner to the full extent authorized by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the Governing Body or agent or employee of the Owner in its, his or their individual capacity, and neither the members of the Governing Body of the Owner, nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the Owner of this Agreement or any act pertaining hereto.

13.17 Relationship of the Parties. No party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties, and nothing in this Agreement shall be deemed to contemplate either party as a partner, agent or local

representative of the other party, or relationship between the parties or to create the relationship of employer/employees.

13.18 Maintenance of Records. The CMAR and any subcontractors shall comply with section 119.0701, Florida Statutes. The CMAR and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the CMAR in conjunction with this Agreement, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, 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 sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The CMAR shall comply with Florida's Public Records Law. THE CMAR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes,

The CMAR agrees to comply with all public records laws, specifically to:

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

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

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

4. The CMAR agrees to make available to the Owner, during normal business hours all books of account, reports and records relating to this Agreement.

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

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

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

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

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

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

13.19 Audits. The CMAR shall establish and maintain a reasonable accounting system that enables the Owner to readily identify the CMAR's assets, expenses, costs of goods, and use of funds throughout the term of the Agreement for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement

supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The CMAR shall permit the Owner's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Agreement kept by or under the control of the CMAR, including, but not limited to, those kept by the CMAR, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the Owner during normal business hours at the CMAR's office or place of business. The CMAR shall not impose a charge for audit or examination of the CMAR's books and records. If an audit discloses incorrect billings or improprieties, the Owner reserves the right to charge the CMAR for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the CMAR's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the Owner's findings to the CMAR. Evidence of criminal conduct will be turned over to the proper authorities.

The CMAR shall also ensure the Owner has these rights with the CMAR's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the CMAR and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the CMAR's obligations to the Owner.

13.20 SCRUTINIZED COMPANIES. By entering into this Agreement with the Owner, the CMAR certifies that it and those related entities of the CMAR, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The Owner may terminate this Agreement if the CMAR or any of those related entities of the CMAR, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the Owner reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services

of any amount, should the Owner determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

13.21 DISCRIMINATORY, CONVICTED, AND ANTITRUCT VIOLATOR VENDOR LISTS. The CMAR certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

13.22. COOPERATION WITH INSPECTOR GENERAL. Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The CMAR understands and will comply with this statute.

13.23. E-VERIFY. In accordance with section 448.095, Florida Statutes, the CMAR agrees to comply with the following:

1. The CMAR must register with and use the E-Verify system to verify the work authorization status of all new employees of the CMAR. The CMAR must provide the Owner with sufficient proof of compliance with this provision before beginning work under this Agreement.
2. If the CMAR enters into a contract with a subcontractor, the CMAR must require each and every subcontractor to provide the CMAR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CMAR shall maintain a copy of each and every such affidavit(s) for the duration of the Agreement and any renewals thereafter.
3. The Owner shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. The CMAR shall immediately terminate any contract with any subcontractor if the CMAR has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If the Owner has or develops a good faith belief that any subcontractor of the CMAR knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the Owner shall promptly notify the CMAR and order the CMAR to immediately terminate the contract with the subcontractor.

5. The Owner shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the Owner terminates this Agreement under this section, the CMAR may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The Owner, CMAR, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
Purchasing Agent

CMAR: Burkhardt Construction Inc.

By: _____
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by [X] physical presence or [ ] online notarization, this 4th day of November, 20 24, by Marc R. Kleisley who is [X] personally known to me, or who has [ ] produced the following identification:
_____.

_____
Signature of Notary Public

Adam J. Rossmell
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires: March 20, 2025

ADAM J. ROSSMELL
MY COMMISSION # HH 079964
EXPIRES: March 20, 2025
Bonded Thru Notary Public Underwriters

EXHIBIT A – Acceptance of Award Terms

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: City of Port St. Lucie 121 SW Port St. Lucie Blvd Port St. Lucie, Florida 34984	DUNS Number: 025204173 Taxpayer Identification Number: 596141662 Assistance Listing Number and Title: 21.019

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:
Title: CFO
Date signed: 6-4-21

U.S. Department of the Treasury:

Authorized Representative:
Title:
Date signed:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

   a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications.Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Port St. Lucie
Recipient

6-4-21
Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

EXHIBIT B – FEDERAL REQUIREMENTS

The following terms shall apply to the agreement between the City of Port St. Lucie, Florida ("City") and **Burkhardt Construction Inc**. In the event of any conflict between this Exhibit B and other provisions of the Agreement, the provisions of this Exhibit B shall govern.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Contractor name	Burkhardt Construction Inc.
Contractor unique entity identifier	TBD
Federal Award Identification Number (FAIN)	SLFR3358
Federal Award Date	June 4, 2021
Amount to Federal Funds Obligated	$5,541,600.00
Federal Awarding Agency	US Treasury

Pursuant to 2 CFR 200.327 and Appendix II of 2 CFR 200, the following federal requirements and contract provisions are incorporated herein, where applicable.

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of $10,000 must address termination for cause and for convenience by the City of Port St. Lucie including the manner by which it will be affected and the basis for settlement. Termination for cause and for convenience by the City of Port St. Lucie, including the manner by which it will be affected and the basis for settlement, are addressed in Article 12 of the Agreement.

The following Items (1) through (22) are "MANDATED CONDITIONS" that will be incorporated into the Agreement, where applicable.

(1) EQUAL OPPORTUNITY EMPLOYMENT

In accordance with 41 C.F.R. §60-1.4(b), the sub-recipient/contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of the Agreement, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of the Agreement or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction

contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) <u>COPELAND ANTI-KICKBACK ACT</u>

The Sub-Recipient/contractor hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work,

or modification thereof, the following clause:

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the Agreement.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(3) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

For contracts to be in compliance with the Contract Work Hours and Safety Standards Act the following are required:

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and

any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The federal awarding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(4) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q).

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the federal awarding agency.

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387).

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the federal awarding agency.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the federal awarding agency.

(5) SUSPENSION AND DEBARMENT

This contract is a subject to 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19.

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Port St. Lucie. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Port St. Lucie, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(6) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each

tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(7) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient/contractor, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient/contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

    1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
    6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 1 through 5 of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(8) DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141–3148) N/A

(9) PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certification to City of Port St. Lucie. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage for recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand ($10,000) dollars or the value of the quantity acquired during the preceding fiscal year exceeds ten thousand ($10,000) dollars; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

In the performance of this Agreement, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the Agreement performance schedule; meeting Agreement performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(10) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Title 2 CFR §200.216 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and as adopted by the federal awarding agency, as used in this clause—

(b) *Prohibitions.*

(1) Section 889(F)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative

agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in the Agreement, are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The Agreement number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

(11) RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to comply with the above requirements when applicable.

(12) DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of

goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(13) ACCESS TO RECORDS

The contractor agrees to provide the City of Port St. Lucie, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall maintain records for a period of five (5) years after all funds have been expended or returned to the City of Port St. Lucie, whichever is later.

The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to permit the federal awarding agency or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Agreement.

In compliance with the Disaster Recovery Act of 2018, the City of Port St. Lucie and the contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the federal awarding agency or the Comptroller General of the United States.

(14) CHANGES

To be allowable under the grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

(15) COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders and policies, procedures and directives.

(16) NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to the Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

(17) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the Agreement.

Any procurement involving funds authorized by this Agreement must comply with all applicable federal and state laws and regulations, to include 2 C.F.R. 200.318 through 200.326 as well as Appendix II to C.F.R. Part 200, and applicable guidance from the U.S. Department of the Treasury.

(18) INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

(19) REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

(20) PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient/Contractor] by the [federal awarding agency]."

(21) COPYRIGHT AND DATA RIGHTS (*If applicable*)

License and Delivery of Works Subject to Copyright and Data Rights
The contractor grants to the City of Port St. Lucie, FL, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of the Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Agreement but not first produced in the performance of the Agreement, the Contractor will identify such data and grant to the City of Port St. Lucie, FL or acquires on its behalf a license of the same scope as for data first produced in the performance of the Agreement. Data, as used herein, shall include any work subject to

copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of the Agreement, the contractor will deliver to the City of Port St. Lucie, FL data first produced in the performance of the Agreement and data required by the Agreement but not first produced in the performance of the Agreement in formats acceptable by the City of Port St. Lucie, FL.

(22) ARPA CIVIL RIGHTS ASSURANCES

1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov
4. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided

Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

> Contractor and any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the

Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

EXHIBIT C

DEFINITIONS

1. "Agreement" means this Agreement between Owner and Construction Manager, including any Exhibits attached hereto, and any amendments or revisions to this Agreement or any of the exhibits.

2. "Authorized Representative" means the person designated by the Owner and CMAR, respectively, to act on its behalf, pursuant to the terms of this Agreement. The Authorized Representative is referred to herein in this Agreement as Project Coordinator.

3. "Change Order" means a written order to the CMAR signed by the Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Guaranteed Maximum Price or the Contract Time. The Guaranteed Maximum Price and the Contract Time may be changed only by a Change Order. A Change Order signed by the CMAR indicates his agreement therewith, including the adjustment in the Guaranteed Maximum Price or the Contract Time.

4. "Completion (Final)" means acceptance of the Project by the Owner as evidenced by its signature upon a final payment Certification form and approval thereof by the Board of County Commissioners or their designee. The final payment Certification shall be signed only after the Owner has assured itself by tests, inspections, or otherwise that all of the provisions of the Contract have been carried out as required.

5. "Completion (Substantial)" means an acceptance of the Work by the Owner when construction is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the work or designated portion thereof for the use for which it is intended. A certificate of occupancy or compliance, when applicable, issued by the Building Official is required concurrent with or prior to issuance of the Certificate of Substantial Completion.

6. "Construction Commencement Date" means the date specified in the Construction Phase Notice to Proceed.

7. "Effective Date of the Agreement" means the date on which the Agreement is signed and delivered by the latter of the two parties.

8. "Exhibits" means those agreements, forms of agreements, instruments and other documents attached hereto and designated as exhibits to this Agreement or incorporated by reference into this Agreement.

9. "Field Change Order" is a written change order requested by the AE, accepted by the CMAR, and approved by the Project Coordinator for minor changes in the Work, not involving the adjustments in the Guaranteed Maximum Price or an extension of Time, and not inconsistent with the overall intent of the Contract Documents.

10. "Field Directive Change" is a written directive to the CMAR, issued on or after the effective date of the Agreement ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A Field Directive Change may not change the Guaranteed Maximum Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Field Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Guaranteed Maximum Price (GMP) or the Contract Time.

11. "Force Majeure" means those conditions constituting excuse from performance as described in and subject to the conditions described in Paragraph 10.01 hereof.

12. "Guaranteed Maximum Price (GMP)" is established by the CMAR guaranteeing the maximum price to the Owner, for the construction cost of the project.

13. "Owner" means the City of Port St. Lucie, Florida, a municipal corporation, and any successor in interest thereto.

14. "Permitting Authority" means the City of Port St. Lucie and any other applicable governmental authority acting in its governmental and regulatory capacity, which is required to issue or grant any permit, certificate, or other approval which is required to issue or grant any permit, certificate, or other approval which is required as a condition precedent to the commencement of any construction of the Project, or any part thereof, including the Building Permit.

15. "Project" means the design, construction and equipping of the Project established in the “Agreement between Owner and Construction Manager” and related or appurtenant facilities thereto, in accordance with the Project Plans and Specifications.

16. "Project Architect" or "AE" means Architect or Engineer established in the “Agreement between Owner and Construction Manager” and their successors and assigns, who have been selected by and retained by the Owner to provide the services of licensed architect-engineer for the Project as contemplated by this Agreement.

17. "Project Budget" means the compilation of identified costs for all services to be provided by CMAR, Project Architect and Subcontractors in connection with the planning, design, construction and equipping of the Project in accordance with the Project Plans and Specifications.

18. "Project Plans and Specifications" means the construction drawings and final specifications prepared by the Project Architect and any changes, supplements, amendments or additions thereto approved by the Owner and CMAR, which shall also include any construction drawings and final specifications required for the repair or construction of the Project.

19. "Project Schedule" means the estimated and approximate schedule and sequence of events for the commencement, progression and completion of the Project, and as such schedule may be amended as provided for in the Agreement.

20. "Punch List Completion Date" means the date upon which all previously incomplete or unsatisfactory items, as identified by CMAR, Project Architect and/or Owner are completed in a competent and workmanlike manner, consistent with standards for renovation of this type and with good building practices in the State of Florida.

21. "Subcontractor" means any person or organization as defined in Paragraph 6.01 hereof.

End of Exhibit C

EXHIBIT D

PROJECT COSTS

"Project Costs" mean all the costs incurred by the Owner and CMAR [excluding Part II, below] in planning, constructing and equipping the Project, all of which Project Costs are to be incorporated within the Guaranteed Maximum Price (GMP) established by the CMAR, and without excluding any cost not listed but which is specifically identified in the Agreement, shall include the following:

PART I

Part IA - Costs Included Within CMAR Fees

Proportion related to this project of:

Salaries or other compensation of the CMAR's officers, partners and/or employees at its principal office and branch offices unless otherwise indicated in Part IB.

CMAR's general operating and overhead expenses of the CMAR's principal and branch offices, and all CMAR profit.

The costs of all data processing staff and data processing equipment.

Licenses.

Principal and branch office supplies including paper, pencils, paper clips, file folders, staples, etc.; janitorial supplies.

Costs for copies of documents created within the PMIS Reporting System and copies of all documents furnished to Owner.

Part IB – Reimbursable Project Costs Not Included within CMAR Fee

Wages and salaries of the CM's Project Manager and Superintendent when stationed at the site with the Owner's agreement.

Expenses such as telephone and facsimile service at the site, long-distance telephone charges, expressage, and postage.

Contractors public liability and property damage insurance; and Worker's Compensation insurance.

Construction or other work performed by CMAR or otherwise, which, when CMAR is permitted to bid pursuant to this agreement, shall be for the bid price or where such work is performed pursuant to emergency or similar circumstances, shall be for the wages paid for labor in the direct employ of the CMAR (as opposed to wages paid to management or supervisory personnel), and such fringe benefits, if any, as may be payable with respect thereto.

Blueprint/Printing Copies - Costs of all reproductions used for bidding or information which may be distributed to vendors and the public.

Electrical Power consumption (monthly) - temporary construction use only.

Water consumption (monthly) - temporary construction use only.

Cleanup at the job site.

Barricades and safety equipment at the job site.

Temporary fencing and gates at the job site.

Signs at the job site, only sign permitted on site is project sign as defined in construction specification.

Weather protection at the job site.

Construction office trailer at the job site.

Record Drawings.

Progress Photographs/Video.

Owner's Insurance, including Builders Risk and Completed Products and Operations insurance

Cost of all materials, supplies and equipment incorporated by CMAR in the Project, including costs of transportation and storage thereof.

Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the work and cost less salvage value on such items used but not consumed which remain the property of the CMAR.

No costs shall be paid by the Owner to the CMAR for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the CMAR.

Surveys; layout equipment and materials.

Temporary Toilets/holding tanks.

Dumpsters at the job site.

Watchmen at the job site.

All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the CMAR's fees as set forth in the Agreement.

PART II

Owner's Expenses

The Agreement includes items designated or contemplated as items to be provided by Owner but excluded for the purposes of determination of the project costs or Guaranteed Maximum Price (GMP). These items include, but are not limited to, the following:

Site conditions (such as hazardous materials, concealed subsurface conditions and assorted tests and corrective measures).

Additional surveys, except construction layout.

Easements and temporary construction easements.

Land use approvals, if required.

Impact Fees.

Blueprint/Printing copies of the construction documents, plans and specifications.

Permits.

Additional insurance, if any.

Any additional consultant fees as may be required, additional AE fees, additional CMAR fees.

All furniture, equipment and materials purchased and installed by Owner or other than CMAR.

Previously approved AE fees.

Already paid site acquisition costs.

Already completed Geotechnical and site studies.

Services provided by the Owners employees in planning, constructing and equipping the project.

End of Exhibit D

EXHIBIT E
PRE-CONSTRUCTION PROPOSAL

BURKHARDT
CONSTRUCTION, INC.

Vincent G. Burkhardt
President

October 25, 2024

City Of Port St. Lucie
Procurement Management Department
Attn: Mr. Keith Stewart, NIGP-CPP, CPPO
Procurement Manager
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

RE: **Phase 1 Torino Reginal Park Project – eRFP #20240112**
Construction Manager at Risk Pre-construction Services Proposal

Dear Mr. Stewart:

Burkhardt Construction, Inc. (BCI), acting as Construction Manager at Risk (CMAR) is pleased to provide this proposal to the City of Port St. Lucie (Owner) for Pre-construction Services for the Phase 1 Torino Regional Park Project.

As CMAR, BCI shall function as an agent of the Owner, shall be paid a fixed fee for services performed and shall be an integral part of the design team. Pre-construction services will include:

1. Pre-construction Progress Meetings
2. Pre-construction Scheduling
3. Constructability Review / Value Engineering / Life Cycle Cost Analysis
4. Cost Estimating
5. Permit Tracking and Coordination
6. Guaranteed Maximum Price Development

Please feel free to contact me directly should you have any questions regarding any of the information included in this letter or the attached scope of work.

Respectfully submitted,

Burkhardt Construction, Inc.

Marc R. Kleisley
Vice President

1400 Alabama Avenue • West Palm Beach, Florida 33401 • (561) 659-1400 • Fax (561) 659-1402

Pre-construction services shall be rendered and invoiced in the following format:

Task 1: Pre-Construction Progress Meetings:

(A) The CMAR shall participate in design team progress meetings attended by the CMAR, Designer, Owner, and others as requested. The CMAR shall provide agendas and produce meeting notes from each meeting documenting the issues of the Project, assigning responsibilities for issue resolution and tracking timelines for issue resolution. CMAR shall provide meeting minutes after every progress meeting for the Owner and design team to review and accept.

The CMAR anticipates twenty four (24) meetings.

(B) This task will include the CMAR participating in community meetings, City Council meetings and Development Review Committee meetings throughout the design process as required by the Owner. These meetings shall include the introduction of the project team, who & how to contact team individuals, discussion of the project sequences/phasing, project timelines and additional details as requested by the Owner.

The CMAR anticipates two (2) meetings.

Task 1 – $ 28,000.00

Task 2: Pre-Construction Scheduling:

The CMAR shall develop a master Pre-Construction Phase Bar Chart schedule incorporating permitting, plan review and guaranteed maximum price preparation, submittal review and approval, long lead item identification and procurement, kickoff informational meeting, project ground-breaking, coordinated construction sequencing, staging, and the overall construction schedule for the Project. The initial schedule will be provided within 30 days after pre-construction contract execution. The schedule will be updated with the Schematic Design cost estimate, Design Development Phase cost estimate (30% Construction Document Phase), 60% Construction Document Phase cost estimate, 90% Construction Document Phase cost estimate, Subcontractor Bid Document Schedule and Guaranteed Maximum Price cost estimate.

Task 2 – $ 28,980.00

Task 3: Constructability Review / Value Engineering / Life Cycle Cost Analysis

The CMAR will conduct a document design review and shall work with the designer to provide alternatives and design solutions that are cost effective, value added and provide risk mitigation during construction.

The CMAR shall provide construction expertise in review of the construction documents to provide optimal phasing and sequencing of the construction work to stay within budget and schedule. CMAR shall perform a constructability analysis to identify defects, omissions, and recommendations for alternatives, value engineering and life cycle cost analysis for the Project. The constructability analysis shall include a review of: accessibility, construction methods, assembly, installation, material handling, expandability, phasing and other construction phase activities. CMAR shall also identify and help resolve other issues that might affect the aesthetics and longevity of the final work product and to mitigate logistical construction constraints. The constructability review and value engineering will be performed at the 30%, 60%, 90% Construction Document Phases and Guaranteed Maximum Price Phase.

Task 3 – $ 17,840.00

Task 4: Cost Estimates at Schematic Design, Design Development (30% Construction Documents Phase), 60% Construction Document Phase, and 90% Construction Document Phase thresholds:

This scope includes the preparation and presentation of cost estimates at various stages of design. The following activities will take place, but will not be limited to:

Cost Estimating: The CMAR will conduct cost estimates at Schematic Design, Design Development (30% Construction Documents Phase), 60% Construction Document Phase, and 90% Construction Document Phase plan design stages.

A. Schematic Design – At the Schematic Design, the CMAR will use their extensive in-house cost history to produce an Initial Opinion of Probable Construction Cost (IOPCC). The IOPCC will be on an Excel worksheet and will be broken out into different categories that are specific to the work that is going to be performed under each category. (Example: Sitework, Clearing & Grubbing, Large Group Pavilion, Fishing Pier, Kayak Launch, Playground, Splash Pad, Skate Park, Pickel Ball Courts, etc.).
B. 30% Construction Document Phase - At 30% we obtain numbers like square footage of concrete, number of trees proposed on site, and other quantities that will be used in the cost estimates. Upon completion of the 30% quantity surveys, the CMAR will use their extensive in-house cost history to produce the 30% cost estimate. The 30% cost estimate will be on an Excel worksheet and will be broken out into different categories that are specific to the work that is going to be performed under each category.

C. 60% Construction Document Phase - At 60% design stage this scope will include an update/refinement of the 30% cost estimate. The CMAR will examine the 60% documents and conduct quantity surveys again to determine if there are any substantive changes that may materially affect budget or time. This estimate will include all materials and information that has been discussed and outlined in the job meetings up to that point.
D. 90% Construction Document Phase - - At 90% design stage this scope will include an update/refinement of the 60% cost estimate. The CMAR will examine the 90% documents and conduct quantity surveys again to determine if there are any substantive changes that may materially affect budget or time. This estimate will include all materials and information that has been discussed and outlined in the job meetings up to that point.

Task 4 – $ 33,740.00

Task 5: Permit Tracking and Coordination:

Permit Tracking and Coordination: The CMAR will coordinate with the Designer, Owner, and other applicable authorities to be sure permits are on track. The CMAR will also note permit progress, plan next steps, and work directly with the Designer through to permit issuance.

Task 5 – $ 10,350.00

Task 6: Guaranteed Maximum Price (GMP) Development:

This scope consists of the CMAR preparing the Guaranteed Maximum Price and the final construction budget based on the Guaranteed Maximum Price construction documents provided by the Owner/Design Team. The GMP shall consist of detailed line items for all major work to be performed. The following activities will take place, but will not be limited to:

A. Public Advertisement: The CMAR shall publicly advertise for no less than 20 consecutive days in a regionally circulated newspaper and on our company website or through a third party eProcurement system where available. The CMAR's advertisement must include the date and time of the submission deadline. The CMAR shall make every effort to receive maximum exposure and therefore receive adequate competition for their advertisement.

B. Subcontractor Pre-Qualification: The CMAR will use a pre-qualification questionnaire to qualify subcontractors who wish to bid on the projects. The questionnaire has subcontractors address items like bonding capacity, insurance requirements, current schedule of work on hand, how many full time employees the firm has working for it, and other items that the CMAR feels are necessary to have a good subcontracting pool with which to issue bid packages. The CMAR will also respond to any questions the subcontractors have about prequalifying. The CMAR will then create a list of prequalified bidders and review them with the team to determine if a larger pool is required.

C. Bid Package Preparation: The CMAR will conduct quantity surveys on the Guaranteed Maximum Price construction plans to form scopes of work for each trade. These quantities are an in-house product used as an independent verification for use in analyzing subcontractor bids. These quantities will be put in an Excel spreadsheet and distributed to the qualified subcontractors as the bid form with the Invitation to Bid and Instructions to Bidders. The bid packages that will be developed will be tailored to the market of prospective bidders.

D. Issuance of Bid Packages: The CMAR will issue bid packages to all qualified subcontractors that will include the Invitation to Bid, Instructions to Bidders and the bid form. The CMAR will conduct pre-bid meetings with pre-qualified subcontractors and conduct pre-bid tours of the project site, if necessary. Any questions that arise during the bidding phase will be answered in an addendum that will be sent to all bidding subcontractors. A date will be set to receive bids from all subs. This date will be firm and any subcontractor who submits after this date will be disqualified.

E. Analyzing of Subcontractor Bids: After the CMAR receives all qualified bids (i.e. The bidding subcontractor responds on time with a complete bid) they will then begin analyzing and comparing the subcontractor bids. The CMAR will first be sure that all bids received are complete and that they acknowledge any and all addenda. Then the CMAR will set up a bid comparison spreadsheet to compare which subcontractors are low in their scope of work. The CMAR will conduct post bid meetings with individual subcontractors to confirm scope coverage and where necessary, create a scope coordination matrix to avoid any overlap of scope. After preparing and analyzing the comparison spreadsheets, the CMAR will prepare a recommendation for the apparent low bidder in each scope of work.

F. Preparation of the Guaranteed Maximum Price (GMP): After going through all these steps, the CMAR will compile the GMP for the Owner. Included in this GMP will be the CMAR's general conditions, management team, CMAR fee (profit) and contingency.

BURKHARDT
CONSTRUCTION, INC.

The aforementioned information shall be presented to the Owner along with all supporting documentation (bid advertisements, bid packages, quantity surveys, subcontract bids, vendor quotes, spread sheet analysis, CMAR recommendations, line-item direct construction costs, general conditions, management team, CMAR fee (profit), contingency, exceptions and clarifications, and plan log shall be bound and submitted to the Owner for review, discussion, and approval.

Once approved, the GMP shall become the basis of the construction phase of the contract and shall be documented as an amendment to the base Contract.

Task 6 – $ 44,110.00

TOTAL PRE-CONSTRUCTION SERVICES FEE ALL TASKS 1 THROUGH 6:

$ 163,020.00

All tasks and fees include supplies, presentation materials, equipment, personnel, travel, and related costs associated with performing the services described.

Presentation and acceptance, by the Owner, of a mutually acceptable GMP shall conclude preconstruction services.

We have attached our current hourly rates for your use should additional or alternative pre-construction services be requested. Additional pre-construction services scope and fee proposals for other services shall be prepared and submitted by the CMAR as requested by the Owner.

Thank you for the opportunity to submit this pre-construction services proposal. If you have any questions on this proposal, please contact us at (561) 659-1400.

Respectfully,

Burkhardt Construction, Inc.

Marc R. Kleisley
Vice President

1400 Alabama Avenue • West Palm Beach, Florida 33401 • (561) 659-1400 • Fax (561) 659-1402

BURKHARDT
CONSTRUCTION, INC.

City of Port St. Lucie
Scope and fee proposal for pre-construction services
eRFP #20240112
CMAR Phase 1 Torino Reginal Park Project

Hourly Rates for Additional Requested
Pre-Construction Services

Name	Position	Rate
Vincent G. Burkhardt	President	$325.00
Sharon H. Burkhardt	Secretary/C.P.A.	$215.00
Marc R. Kleisley	Vice President/Proj. Principal	$215.00
Anthony Sabatino	Senior Project Manager	$160.00
Bill Zammit	Snr. Vertical Project Manager	$160.00
Adam Rossmell	Project Manager	$125.00
CJ Rhody	Project Manager	$125.00
Brandon Rhodes	Project Manager	$125.00
Kevin Brennen	Project Manager	$125.00
Nicholas Fasulo	Project Manager	$125.00
Ruben Almazan	Const. Field Mgr.	$105.00
Bob Woods	Const. Field Mgr.	$105.00
Mike Vazquez	Const. Field Mgr.	$105.00
Ivan Lopes	Utilities Const. Field Mgr.	$105.00
Karl T. Kaminski	Utilities Const. Field Mgr.	$105.00
Hemant Tank	Estimator/Cost Engineer	$100.00
Diane Decker	Resident/Merchant Outreach	$100.00
Sarah B. Hoadley	Accounting Manager/M.B.A.	$ 95.00
Katy Pantaleon	Accounting	$ 85.00
Rina Jorges	Admin. Ass't/Clerical	$ 55.00
Crystal Caldwell	Admin. Ass't/Clerical	$ 55.00

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Agenda Summary

2026-262

Agenda Date: 3/23/2026 **Agenda Item No.:** 7.j

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Amendment #1 to Contract #20230044 for Construction Engineering Inspection (CEI) Services for the Westport Wastewater Treatment Facility Nutrient Reduction Improvement Project.

Submitted By: Nathaniel Rubel, Procurement Assistant Director, Procurement Management Division (PMD).

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Nathaniel Rubel, Procurement Assistant Director, PMD.
2. Parties: City of Port St. Lucie and Hazen and Sawyer, P.C. d/b/a Hazen and Sawyer.
3. Purpose: To provide Construction Engineering Inspection (CEI) services to assist the City manage the significant improvements underway at the Westport Wastewater Treatment Facility (WWTF) as required by the Florida Department of Environmental Protection (FDEP) Best Management Action Plan (BMAP).
4. New/Renewal/Modified: Modified.
5. Duration: The initial term began on February 19, 2024, through February 18, 2028. Amendment #1 extends the Contract for an additional two years through February 18, 2030.
6. Benefits to Port St. Lucie: To provide project management and inspection for the WWTF Nutrient Reduction Improvement Project to comply with FDEP/BMAP effluent treatment limits for nitrogen and phosphorous.
7. Cost to Port St. Lucie (Annual and Potential): An additional $1,798,435.00 for a new Contract total of $5,535,777.00.

Presentation Information: N/A.

Staff Recommendation: Move that the Council approve Amendment #1 to Contract #20230044 for Construction Engineering Inspection (CEI) Services for the Westport Wastewater Treatment Facility Nutrient Reduction Improvement Project with Hazen and Sawyer, P.C. d/b/a Hazen and Sawyer.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve Amendment #1 to Contract #20230044.
2. Move that the Council not approve Amendment #1 to Contract #20230044 and provide staff with direction.

Background: In February 2024, the City awarded Hazen and Sawyer a Contract to provide CEI services for Part 2A Biological Nutrient Reduction improvements at the WWTF which are being implemented by the Construction Manager at Risk (CMAR) under Guaranteed Maximum Price No. 2 (GMP #2). The City has approved the next phase of the project, Part 2C Advanced Wastewater Treatment under GMP #3, and has requested that the CEI continue providing CEI services during construction. The CEI services are requested to be extended through the completion of the WWTF Nutrient Reduction Improvements Project and for a period of up to two years after substantial completion to assist the City in resolving Contractor warranty issues and process operations items.

Additional specific engineering services being provided for this phase of construction on the project are:

- Preliminary engineering report review.
- WWTF design packages review.
- GMP bidding assistance, bid review and evaluation.

Additional engineering services that could be required during this phase of the project have been expanded to include site investigations and topographic surveys. Additional Resident Project Representative (RPR) services have also been expanded to include on site representation during 24/7 startup and testing when on site representation is required in excess of 40 hours per week.

Issues/Analysis: Staff has reviewed the proposal and finds the fees to be fair and reasonable and recommends approval to continue to provide CEI services on this complex project.

Financial Information: Funds will be appropriated in the Utility CIP Fund / Westport Wastewater Plant / Improvements O/T Buildings (#448-3512-563000-Y1728).

Special Consideration: N/A.

Location of Project: Westport Wastewater Treatment Facility

Attachments:

1. Amendment #1 signed.
2. Original Contract.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26051-06.

Legal Sufficiency Review:
Reviewed by Alyssa Lunin, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

CONTRACT AMENDMENT

This Amendment #1 ("Amendment") to Contract #20230044 – CEI Services for Westport WWTF Nutrient Reduction Project ("the Contract"), by and between the City of Port St Lucie ("City") and the Consultant, as defined below, shall be effective as of the date this Amendment is fully executed.

Consultant's Full Legal Name:	Hazen and Sawyer, P.C. d/b/a Hazen and Sawyer
Solicitation No./Event ID:	20230044
Solicitation Title/Event Name:	CEI Services for Westport WWTF Nutrient Reduction Project
Contract Award Date:	February 14, 2024
Initial Contract Term:	February 19, 2024, through February 18, 2028
Current Contract Expiration Date:	February 18, 2028
Requested Contract Expiration Date:	February 18, 2030
Initial Contract Amount:	$3,737,342.00
Current Contract Amended Amount:	$3,737,342.00
Requested Financial Change Amount:	$1,798,435.00
New Contract Amount:	$5,535,777.00
Amendment No.:	1
Amendment Type:	**Increase of Commodities**

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in Contract are hereby incorporated and made a part of that Contract.

1. ADDITIONS TO THE SCOPE OF SERVICES

Consultant shall perform all Services during construction in compliance with the Contract Documents (the design drawings, specifications, and permits) and in accordance with the Contract Scope of Services, as amended, and includes the following Tasks in addition to the Scope of Services as outlined in the Contract. These additional Scope of Services tasks shall take effect immediately.

Task 7 – Specific Engineering Services During Construction

5. Preliminary Engineering Report Review.
6. WWTF Desing Packages Review.
7. GMP Bidding Assistance, Bids Review and Evaluation.

Task 8 – Additional Engineering and RPR Services

Additions to the Scope of Services for Task 8 are underlined below.

This task is for Additional Engineering Services that could be required to perform additional work due to unforeseen assistance the CITY might request. Additional Engineering Service may include, but not be limited to, administrative tasks, permitting assistance, grant application preparation, site investigations, topographic surveys, assistance in preparing or reviewing documents, presentations, or related items. Additional RPR services includes times when the CEI is required to provide RPR services in excess of 40 hours per week. Occasions when these services might be required include major concrete pours, coating work that require stringent atmospheric conditions, 24/7 startup and testing (in excess of 40 hours per week), or MOPO activities such as connections to existing infrastructure that must occur during times of low flow. This task can also include support to the City, on an as-requestedbasis, for a period of up to two (2) years after substantial completion, to assist the City in resolving Contractor warranty issues and process operations items.

2. CONSTRUCTION SCHEDULE.

Based on the project sequencing and constraints, the construction phase CEI services are anticipated to follow the Project construction schedule, as amended below:

- Construction Phase: March 2024 to September 2027 (43 months)

3. **EXTENSION.** The parties hereby agree that the Contract will be extended for an additional period, as follows:
   a. Extend Contract term for an additional twenty-four (24) months, as follows:
      - Beginning Date of Amendment Term: February 19, 2028
      - End Date of Amendment Term: February 18, 2030
   b. The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment Term" unless the parties agree in a duly executed writing to extend the Contract for an additional period.

4. **COMPENSATION.**

   Amendment #1 increases the total Contract amount by $1,798,435.00, for a new contract total of $5,535,777.00. Compensation for all tasks will be billed on a lump sum or hourly not-to-exceed basis as presented in Exhibit A.

5. **SUCCESSORS AND ASSIGNS**. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

6. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations of the parties. This Amendment and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

Balance of page left intentionally blank

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

CONSULTANT

Consultant's Full Legal Name: (PLEASE TYPE OR PRINT)	. Hazen and Sawyer, P.C. d/b/a Hazen and Sawyer
Authorized Signature:	Orlando J. Castro Digitally signed by Orlando J. Castro Date: 2026.02.27 11:46:38-05'00'
Printed Name and Title of Person Signing:	Orlando Castro, PE, DBIA Associate Vice President
Date:	2/27/26
Company Address:	2101 NW Corporate Blvd, Suite 301, Boca Raton, FL 33431

CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

AMENDMENT NO. 1 EXHIBIT A
FEE SCHEDULE SUMMARY
CEI SERVICES FOR WESTPORT WWTF NUTRIENT REDUCTION PROJECT

Task	Description	Method of Payment	Original Fee	Amendment No. 1 Additional Fee	Revised Contract Fee
1	Office Services During Construction	Lump Sum	$389,072.00	$119,420.00	$508,492.00
2	Project Controls During Construction	Lump Sum	$79,040.00	$24,040.00	$103,080.00
3	Field Services During Construction	Lump Sum	$2,136,750.00	$648,150.00	$2,784,900.00
4	Operational Support Services	Lump Sum	$183,450.00	$183,450.00	$366,900.00
		Subtotal, Lump Sum	**2,788,312.00**	**$975,060.00**	**$3,763,372.00**
5	Asset Management Support Services	Hourly Not-to-Exceed	$120,120.00	$60,060.00	$180,180.00
6	Grant and Funding Support Services	Hourly Not-to-Exceed	$401,170.00	$0.00	$401,170.00
7	Specific Engineering Services During Construction	Hourly Not-to-Exceed	$108,560.00	$163,740.00	$272,300.00
8	Additional Engineering and RPR Services	Hourly Not-to-Exceed	$319,180.00	$599,575.00	$918,755.00
		Subtotal, Hourly Not-to-Exceed	**$949,030.00**	**$823,375.00**	**$1,772,405.00**
		Grand Total	**$3,737,342.00**	**$1,798,435.00**	**$5,535,777.00**

AMENDMENT NO. 1 EXHIBIT A - FEE SCHEDULE [SUMMARY]
PORT ST LUCIE
CEI SERVICES FOR WESTPORT WWTF
NUTRIENT REDUCTION PROJECT

Task No.	Task Description	Hazen Hours	Hazen Fee	Holtz Hours	Holtz Fee	Expenses	Total Hours	Total Fee
1	Office Services During Construction	391	$80,540.00	221	$34,970.00	$3,910.00	612	$119,420.00
2	Project Controls During Construction	272	$24,040.00	0	$0.00	$0.00	272	$24,040.00
3	Field Services During Construction	1,931	$369,020.00	1,777	$275,640.00	$3,490.00	3,708	$648,150.00
4	Operational Support Services	998	$151,280.00	148	$27,480.00	$4,690.00	1,146	$183,450.00
							Lump Sum Subtotal	**$975,060.00**
5	Asset Management Support Services	132	$19,680.00	236	$40,380.00	$0.00	368	$60,060.00
6	Grant and Funding Support Services	-	$0.00	0	$0.00	$0.00	-	$0.00
7	Specific Engineering Services During Construction	884	$161,060.00	0	$0.00	$2,680.00	884	$163,740.00
8	Additional Engineering and RPR Services	1,738	$300,545.00	1,891	$292,330.00	$6,700.00	3,629	$599,575.00
							Hourly Not-to-Exceed Subtotal	**$823,375.00**
Grand Total		**6,346**	**$1,106,165.00**	**4,273**	**$670,800.00**	**$21,470.00**	**10,619**	**$1,798,435.00**

AMENDMENT NO. 1 EXHIBIT A - FEE SCHEDULE [SUMMARY]
PORT ST LUCIE
CEI SERVICES FOR WESTPORT WWTF
NUTRIENT REDUCTION PROJECT

Task No.	Task Description	Lump Sum (LS) or Not to Exceed (NTE)		Principal Engineer P.E.	Senior Engineer P.E.	Project Engineer P.E.	Engineering Intern	Senior Project Manager	Project Manager / Construction Manager	Project Engineer/Manager/Design	Senior CAD Designer	Assistant Project Designer	Administration Services	Professional Hydrologist or Senior Scientist	Subtotal, Hours	Hazen Fee	Expenses	Subtotal, Fee
			Rates	$270	$220	$180	$120	$240.00	$190	$145	$130	$100	$80	$280				
1	**Office Services During Construction**															**$80,540.00**	**$3,910.00**	**$84,450.00**
1.1	Project Management	LS		30	0	0	80	100	0	0	0	0	0	0	210	$41,700.00	$2,570.00	$44,270.00
1.2	Contract Document Review	LS		10	80	0	5	20	0	0	0	0	0	0	115	$25,700.00	$0.00	$25,700.00
1.3	Record Drawings	LS		1	6	0	3	3	0	0	9	0	0	0	22	$3,840.00	$670.00	$4,510.00
1.4	Project Claims and Disputes	LS		2	30	0	6	6	0	0	0	0	0	0	44	$9,300.00	$670.00	$9,970.00
2	**Project Controls During Construction**															**$24,040.00**	**$0.00**	**$24,040.00**
2.1	Review of Submittal Schedule	LS		0	0	0	5	5	0	0	0	0	5	0	15	$2,200.00	$0.00	$2,200.00
2.2	Submittal Distribution and Document Management	LS		0	0	0	12	5	0	0	0	0	240	0	257	$21,840.00	$0.00	$21,840.00
3	**Field Services During Construction**															**$369,020.00**	**$3,490.00**	**$372,510.00**
3.1	Construction Engineering Management (RFI, Submittals, CO)	LS		0	0	0	0	0	1,760	0	0	0	0	0	1,760	$334,400.00	$0.00	$334,400.00
3.2	Resident Project Representative (RPR)	LS		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
3.3	Specialty Inspections	LS		0	116	0	0	0	0	24	0	0	0	0	140	$29,000.00	$1,610.00	$30,610.00
3.4	Substantial and Final Completion Reviews	LS		0	19	0	12	0	0	0	0	0	0	0	31	$5,620.00	$1,880.00	$7,500.00
4	**Operational Support Services**															**$151,280.00**	**$4,690.00**	**$155,970.00**
4.1	Operation and Maintenance Manual	LS		16	30	0	352	176	0	0	0	80	80	0	734	$109,800.00	$0.00	$109,800.00
4.2	Startup and Testing Services	LS		0	40	40	80	0	0	40	0	0	0	0	200	$31,400.00	$4,020.00	$35,420.00
4.3	Operator Training	LS		0	24	0	40	0	0	0	0	0	0	0	64	$10,080.00	$670.00	$10,750.00
	Lump Sum Subtotal															**$624,880.00**	**$12,090.00**	**$636,970.00**
5	**Asset Management Support Services**															**$19,680.00**	**$0.00**	**$19,680.00**
5.1	Asset Management Support Services	NTE		0	12	20	88	12	0	0	0	0	0	0	132	$19,680.00	$0.00	$19,680.00
6	**Grant and Funding Support Services**															**$0.00**	**$0.00**	**$0.00**
6.1	Grant Set-up and Commencement	NTE		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
6.2	Quarterly Progress Reports	NTE		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
6.3	Reimbursement Requests	NTE		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
6.4	Annual Audit Assistance	NTE		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
6.5	Wage Certification Reports and Compliance	NTE		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
6.6	Final Grant Closeout/Certification Package	NTE		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
6.7	Grant Mangement/Correspondence/Coordination	NTE		0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
7	**Specific Engineering Services During Construction**															**$161,060.00**	**$2,680.00**	**$163,740.00**
7.1	Specific Engineering Services During Construction	NTE		36	360	180	240	0	0	60	0	0	0	8	884	$161,060.00	$2,680.00	$163,740.00
8	**Additional Engineering and RPR Services**															**$300,545.00**	**$6,700.00**	**$307,245.00**
8.1	Additional Engineering Services	NTE		10	50	101	151	101	0	151	151	0	101	8	824	$126,085.00	$2,680.00	$128,765.00
8.2	Additional RPR Services	NTE		10	0	0	0	0	904	0	0	0	0	0	914	$174,460.00	$4,020.00	$178,480.00
	Hourly Not-to-Exceed Subtotal															**$481,285.00**	**$9,380.00**	**$490,665.00**
	Grand Total			115	767	341	1,074	428	2,664	275	160	80	426	16	6,346	$1,106,165.00	$21,470.00	**$1,127,635.00**

AMENDMENT NO. 1 EXHIBIT A - FEE SCHEDULE [SUMMARY]
PORT ST LUCIE
CEI SERVICES FOR WESTPORT WWTF
NUTRIENT REDUCTION PROJECT

Task No.	Task Description	Lump Sum (LS) or Not to Exceed (NTE)		Senior Engineer P.E.	Project Engineer P.E.	Engineering Intern	Project Manager - Funding Administrator	Project Engineer/Manager/Design	Senior CAD Designer	Senior Inspector	Administration Services	Subtotal, Hours	HCE Fee	Expenses	Subtotal, Fee
			Rates	$220	$180	$120	$190	$145	$130	$155	$80				
1	**Office Services During Construction**												**$34,970.00**	**$0.00**	**$34,970.00**
1.1	Project Management	LS		40	0	0	0	20	0	0	0	60	$11,700.00	$0.00	$11,700.00
1.2	Contract Document Review	LS		0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
1.3	Record Drawings	LS		9	0	0	0	45	91	9	0	154	$21,730.00	$0.00	$21,730.00
1.4	Project Claims and Disputes	LS		7	0	0	0	0	0	0	0	7	$1,540.00	$0.00	$1,540.00
2	**Project Controls During Construction**												**$0.00**	**$0.00**	**$0.00**
2.1	Review of Submittal Schedule	LS		0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
2.2	Submittal Distribution and Document Management	LS		0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
3	**Field Services During Construction**												**$275,640.00**	**$0.00**	**$275,640.00**
3.1	Construction Engineering Management (RFI, Submittals, CO)	LS		0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
3.2	Resident Project Representative (RPR)	LS		0	0	0	0	0	0	1,760	0	1,760	$272,800.00	$0.00	$272,800.00
3.3	Specialty Inspections	LS		0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
3.4	Substantial and Final Completion Reviews	LS		5	0	0	0	12	0	0	0	17	$2,840.00	$0.00	$2,840.00
4	**Operational Support Services**												**$27,480.00**	**$0.00**	**$27,480.00**
4.1	Operation and Maintenance Manual	LS		16	0	0	0	0	0	32	0	48	$8,480.00	$0.00	$8,480.00
4.2	Startup and Testing Services	LS		40	0	0	0	40	0	0	0	80	$14,600.00	$0.00	$14,600.00
4.3	Operator Training	LS		20	0	0	0	0	0	0	0	20	$4,400.00	$0.00	$4,400.00
	Lump Sum Subtotal												**$338,090.00**	**$0.00**	**$338,090.00**
5	**Asset Management Support Services**												**$40,380.00**	**$0.00**	**$40,380.00**
5.1	Asset Management Support Services	NTE		0	152	0	0	0	0	84	0	236	$40,380.00	$0.00	$40,380.00
6	**Grant and Funding Support Services**												**$0.00**	**$0.00**	**$0.00**
6.1	Grant Set-up and Commencement	NTE		0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
6.2	Quarterly Progress Reports	NTE		0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
6.3	Reimbursement Requests	NTE		0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
6.4	Annual Audit Assistance	NTE		0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
6.5	Wage Certification Reports and Compliance	NTE		0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
6.6	Final Grant Closeout/Certification Package	NTE		0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
6.7	Grant Mangement/Correspondence/Coordination	NTE		0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
7	**Specific Engineering Services During Construction**												**$0.00**	**$0.00**	**$0.00**
7.1	Specific Engineering Services During Construction	NTE		0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
8	**Additional Engineering and RPR Services**												**$292,330.00**	**$0.00**	**$292,330.00**
8.1	Additional Engineering Services	NTE		81	302	302	0	302	0	0	0	987	$152,210.00	$0.00	$152,210.00
8.2	Additional RPR Services	NTE		0	0	0	0	0	0	904	0	904	$140,120.00	$0.00	$140,120.00
	Hourly Not-to-Exceed Subtotal												**$332,710.00**	**$0.00**	**$332,710.00**
	Lump Sum + Hourly Not-to-Exceed Total			218	454	302	0	419	91	2,789	0	4,273	$670,800.00	$0.00	**$670,800.00**

MEMORANDUM

DATE: February 13, 2024

TO: ****ORIGINAL****
CITY CLERK

FROM: Michelle Fentress MF
Procurement Management Department

SUBJECT: Record Retention

CONTRACT:	#20230044
CONTRACT TITLE:	CEI Services for Westport WWTF Nutrient Reduction Project
VENDOR NAME:	Hazen and Sawyer
VENDOR ADDRESS:	2101 NW Corporate Boulevard, Suite 301
CITY & STATE:	Boca Raton, FL 33431

APPROVED BY COUNCIL: February 12, 2024
-7.l) AWARD CONTRACT #20230044 FOR CONSTRUCTION EGINEERING INESPECTION (CEI) SERVICES FOR THE WESTPORT WASTEWATER TREATMENT FACILITY NUTRIENT REDUCTION IMPROVEMENT PROJECT

CONTRACT TERM: 02/19/2024 THROUGH 02/18/2028. There are no renewals for this contract.

Please see the attached for (1) original contract for your records

CITY OF PORT ST. LUCIE
CONTRACT #20230044

This Contract, executed this 14th day of February, 2024, 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", and Hazen and Sawyer, hereinafter called "Engineer" or "Consultant".

SECTION I
RECITALS

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

WHEREAS, Engineer is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a Engineer to provide CEI Services for Westport WWTF Nutrient Reduction Project based on the terms and subject to the conditions contained herein; and

WHEREAS, Engineer is qualified, willing, and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Engineer to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

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.

Consultant:	Orlando Castro, P.E. Associate Vice President Hazen and Sawyer 2101 NW Corporate Boulevard, Suite 301 Boca Raton, FL 33431 Telephone: 561-997-8070 Email: ocastro@hazenandsawyer.com
City Contract Administrator:	Michelle Fentress, Procurement Contracting Office II - Procurement Management Department 121 SW Port St. Lucie Boulevard

Port St. Lucie, FL 34984-5099
772-871-5223 / FAX 772-871-7337
E-mail: mfentress@cityofpsl.com

City Project Manager: David Garland, P.E.
Utility Systems Dept. - Utility Engineering Division
City of Port St. Lucie
1001 SE Prinevillle Street
Port St. Lucie, FL 34983
Telephone 772-807-4414
Email: dgarland@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

This specific work that the Engineer has agreed to perform pursuant to the Bid Specifications #20230044, **CEI Services for Westport WWTF Nutrient Reduction Project** including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference.

The Westport WWTF Nutrient Reduction Project ("Project") is described in the City's eRFP No. 20230044. The scope of work identified in this work authorization for construction engineering services related to the Project, includes the following improvement items:

1. Installation of two (2) new 3mm mechanical screens.
2. Construction of one (1) new grit removal equipment concrete basin.
3. Installation of one (1) new tray-separation grit removal system.
4. Construction of one (1) new concrete anoxic / aeration treatment train (no.4).
5. Installation of three (3) new anoxic submersible mixers (no.4).
6. Removal of existing mechanical surface aeration equipment (no. 1-3).
7. Construction of new blower / electrical building.
8. Installation of three (3) new turbo blowers.
9. Installation of four (4) new fine bubble diffused aeration systems (no. 1-4).
10. Installation of new stainless steel process air piping, values, and appurtenances.
11. Removal of existing IR pumps (no. 1-3).
12. Installation of eight (8) new IR pumps (no. 1-8).
13. Repairs to existing filtration system.

14. Construction of one (1) new denitrification filter system with glycerol storage and feed.

15. Electrical and I&C upgrades.

16. Two (2) new 4 MG prestressed concrete reject water storage tanks for out-of-specification effluent (reject water).

17. New reject water transfer pump station with ability to return flow back to the filter dosing pump station.

SCOPE OF SERVICES

All Services specified herein are part of the CEI's Scope of Services and are included in the Basic Services Fee (the Fee), however the Fee shall be broken out separately and in detail acceptable to the City as shown on Exhibit A.

CEI shall perform all Services during construction in compliance with the Contract Documents (the design drawings, specifications and permits) and in accordance with this Scope of Services.

Task 1 - Office Services During Construction

This task includes services during construction by the CEI to support the Project during the construction phase. Services under this Task will be provided as follows:

Task 1.1 Project Management

Project management will consist of the following services:

1. Develop, maintain, and monitor a project-specific work plan (i.e., Project Management Plan) and distribute to project personnel.

2. Oversee and coordinate office services, field services, project controls, and operational support services provided under this work authorization.

3. Develop and submit monthly invoices to the City for services performed under this work authorization. Each invoice will be accompanied by a monthly progress report that will include a summary of work completed since the previous monthly progress report; work anticipated in the upcoming month; scheduled and actual percent completes for major tasks; budget status, including contracted amount, total billed to date, amount remaining, variances in the project budget and/or schedule; list of coordination and information required; list of problems encountered and proposed resolution.

4. Attend the Pre-construction Conference and periodic attendance at construction progress meetings.

Task 1.2 Contract Document Review

The CEI shall receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, which will be assembled by the Contractor in accordance with

the Contract Documents. Such review shall be limited to a determination by CEI that the content of said documents and instruments complies with the Contract Documents. In the case of certificates of inspection, tests and approvals, such review shall be limited to a determination that the results certified indicate compliance with the Contract Documents. CEI shall thereafter transmit said documents and instruments to the City with written comments and, if applicable, recommendations regarding same, prior to determination of substantial completion.

Task 1.3 Record Drawings

As-Builts / Record Drawings: During the construction phase, CEI shall satisfy themselves that the information the Contractor is capturing on the red-lines is adequate for the EOR to sign and seal the record drawings. These site visits are included in the assumptions (under CEI). CEI shall prepare, sign and seal record drawings based on Contractor's red-line drawings. CEI will meet with the Contractor as necessary to discuss the preparation and submittal of record drawings. The record drawings shall be submitted in its final AutoCAD and PDF format on disk, within twenty (20) business days of receipt from Contractor.

Engineer's Certification: At the time of Final Completion, the CEI will certify in writing, sign and seal that the construction conforms with the design intent, as required by the Contract Documents and permit conditions.

Task 1.4 Project Claims and Disputes

As part of routine project observations, CEI shall notify the City within 24 hours of their knowledge about any and all potential claims or disputes pertaining to the acceptability of the work or the interpretation of the requirements of the Contract Documents.

CEI will assist the City, if and when requested, in discussions with the Contractor to resolve claims and disputes. CEI shall not issue decisions on Contractor claims or disputes. CEI shall not undertake comprehensive and detailed investigation or analysis of Contractor's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes without written authorization from the City. In claims or disputes by the Contractor against the CEI, CEI shall defend against such claims and disputes at the CEI's cost, unless the City determines the CEI was not responsible for the claim or dispute.

Task 1 Deliverables:

- Project management plan.
- Attendance at pre-construction meeting and construction progress meetings.
- As Built drawings in CAD, signed and sealed by CEI.
- Claims/Disputes/Arbitration presentation materials and written recommendations for resolution to the City.

Task 2 - Project Controls During Construction

This task services will be provided as follows:

Task 2.1 Review of Submittal Schedule

CEI shall review the Contractor proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples and submittals required by the Contract Documents, along with the anticipated dates for submission. CEI shall provide City a notice of conformance with or without comments to such Contractor Submittal Schedule within five (5) business days of receipt.

Task 2.2 Submittal Distribution and Document Management

CEI will use the existing Ecomm software as directed by City, on a daily basis to electronically maintain all of CEI's documents including but not limited to initial construction schedules, pay requests, shop drawings, shop drawing re-submittals; preliminary and final vendor operations and maintenance manuals; field test reports (soils compaction, concrete testing, tank and pipeline hydrostatic tests; equipment shop tests; equipment field tests; independent electrical testing results; instrument calibration, SCADA factory tests, loop tests and diagrams and functional tests), shutdown or tie-in plans, start-up/testing plans, training materials, etc. Submittals shall be logged in and recorded from the Contractor, distributed to the EOR for review, received back from EOR, recorded for disposition of review, and returned to the Contractor with appropriate copies to the City and project record files. CEI will utilize City's software license.

Maintain orderly electronic and hard-copy files for correspondence reports of job conferences, shop drawings and sample submission, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.

Task 2 Deliverables:

- Written review comments on Contractor's initial CPM schedule
- Maintenance of document distribution and controls system using Ecomm software or software provided by the City.

Task 3 - Field Services During Construction

This task services will be provided as follows:

Task 3.1 Construction Engineering Management

The Construction Engineering Manager's duties and responsibilities shall include the following:

1. Oversee the construction contract.
2. Oversee RPRs, specialty inspectors and project controls.
3. Serve as the principal point of contact with the City and Contractor for issues that require escalation above the RPR level.

4. Conduct pre-construction conference, progress meetings and other job conferences; and prepare and distribute related meeting minutes within two days after the meeting.

5. CEI will coordinate shop drawings, samples, and submittals review with the EOR within fourteen (14) calendar days of receipt. The review shall be for conformance with the design concept and compliance with the requirements of the Contract Documents.

6. CEI shall review the Contractor's construction baseline schedule and provide comments to the City within five (5) business days of receipt. CEI will review the Contractor's periodic schedule updates which are typically submitted with applications for payment. CEI will provide comments to the City regarding the updates or other submissions within three (3) business days of receipt in accordance with City's review of Contractor payment applications.

7. CEI shall review the Contractor's schedule of values and provide comments to the City within five (5) business days of receipt.

8. CEI will assist in reviewing and responding within fourteen (14) calendar days of receipt to any Contractor requests for substitution of materials and equipment. CEI will review such requests and will advise the City as to the acceptability of any proposed substitutions.

9. CEI shall be responsible for interpretation of the Contract Documents and conveying design intent in writing through clarifications and response to requests for information.

10. CEI will review the Contractor's requests for information or clarification of the Contract Documents. CEI will coordinate such review with the EOR as appropriate. CEI will coordinate and issue responses to the Contractor within five (5) business days of receipt.

11. Whenever the Contractor notifies the City of unforeseen subsurface or physical conditions at the site not contemplated in the Contract Documents, at City's request CEI will assist in preparing a response to the Contractor.

12. CEI will assist the City with the review and approval where appropriate of minor variations in the work that do not involve an adjustment in the Contractor's contract price nor additional time for construction. Such minor variations shall be consistent with the intent of the Contract Documents.

13. CEI will assist the City with the issuance of changes to the Contract Documents in accordance with CEI Services. CEI will coordinate with EOR as needed to prepare drawings, specifications, and other information at the City's request for the change may be considered as Additional Services only if they are not changes to address errors and/or omissions in the design. At the request of the City, CEI shall review Contractor-requested changes to the Contract Documents. CEI will make recommendations to the City regarding the acceptability of the Contractor's request. CEI will review information submitted by the Contractor regarding the effect of proposed or issued Change Orders upon the construction schedule, critical path, duration, and completion date. CEI will advise the City as to the potential time and cost impacts of proposed or issued Change Orders. CEI will assist the City in discussions with the Contractor concerning the potential impact of proposed or issued Change Orders.

14. Review the Contractor's initial schedule of values for conformance with the Contract Documents and provide comments to Contractor and the City.

15. Based upon the Contract Documents and Project records, as well as observations at the site and evaluations of the data reflected in Contractor's monthly application for payment, render a recommendation to the City concerning the amount owed to the Contractor(s) and forward the Contractor's monthly application for such amount to the City. Such approval of the monthly application for payment shall constitute a representation by CEI to the City, based on observations and evaluations, that:

    a. The work has progressed to the point indicated.

    b. The work is in substantial accordance with the Contract Documents, subject to an evaluation of construction upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation.

    c. The Contractor is entitled to payment in the recommended amount.

16. CEI will advise the City on payment, partial release of retention, final payment, release of retention, and release of insurance and bonds. At this time, CEI shall attend a close-out meeting with City and submit any remaining and/or requested Project files.

17. Provide monthly presentations to the City as to progress of construction, schedule deviations, change order requests, and issues of concern.

Task 3.2 Resident Project Representatives (RPR)

The CEI shall provide one full-time RPR for construction whose duties and responsibilities shall include the following:

1. Attend pre-construction conference, construction progress meetings and other construction conferences.

2. Serve as CEI's construction liaison with the Contractor, working principally through the CEI's Construction Engineering Manager and provide assistance in interpreting the Contract Documents.

3. Assist in obtaining from the City's Wastewater Treatment Facilities (WTF) staff additional details or information at the job site.

4. Based on information obtained by the Construction Engineering Manager and the RPR while on site and their observations, the CEI shall advise the City whether (i) the Work is proceeding in accordance with the Construction Drawings, shop drawings and specifications, and (ii) the integrity of the design concepts have been implemented and preserved by the Contractor. The CEI shall keep the City informed of the progress of the work in the manner and frequency requested by the City. Conduct on-site observations of construction in progress (including specialized field tests), to assist in determining if construction is proceeding in substantial accordance with the Contract Documents, and that completed construction conforms to the Contract Documents. Inform the Construction Engineering Manager, the City, and the Contractor whenever the RPR believes that any construction is

unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment. Immediately inform the Construction Engineering Manager, the City, and Contractor upon the commencement of any construction requiring a submittal if the submittal has not been accepted. Visually inspect and review suitability and method of storage of materials, equipment and supplies delivered to the construction site in accordance with the Contract Documents.

5. Verify that operating and maintenance procedures are available to the City before equipment start-up and operator training is conducted by the Contractor as required by the Contract Documents and in the presence of the required personnel; observe, record, and report appropriate details relative to the test procedures and start-ups.

6. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, and record the outcome of these inspections in the daily reports.

7. In conjunction with CEI's Construction Engineering Manager and Project Manager, consider and evaluate the Contractor's suggestions for modifications in drawings or specifications and report them with recommendations to the City within ten (10) working days of the suggestion. Receive from the Contractor measurements and notations on the plans to show field changes in construction and "as-built" conditions.

8. Advise Construction Engineering Manager and the City before scheduled major tests, inspections or start of important phases of construction.

9. Keep a daily diary and / or log book recording hours on the job site, weather conditions, data pertaining to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in observing test procedures.

10. Furnish to Construction Engineering Manager and the City daily reports of the progress of construction in sufficient detail to determine the progress of all activities. The report shall record the number of personnel on the job site, the number and type of active and inactive equipment on the job site and materials stored on the job site. The report shall record the impact, if any, of weather or other causes for delays at the job site.

11. Review applications for payment with the Contractor for accuracy, back-up detail and completeness and coordinate final recommendation for payment with the Construction Engineering Manager.

12. During the course of construction, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed.

13. Before issuance of a determination of substantial completion, prepare a list of items requiring completion or correction. Participate in the final inspection.

14. Coordinate with the Construction Engineering Manager, the City, and the Contractor necessary shutdowns and interruptions of the City 's facilities.

15. Report to the Construction Engineering Manager and the City as soon as possible any environmental concerns and the occurrence of any accident.

16. Deficient and Non-Conforming Work: Should CEI discover or believe that any work by the Contractor is not in accordance with the Contract Documents, is defective, or not conforming to requirements of standard rules and regulations, CEI will bring this immediately (within 24 hours) to the attention of the Contractor. CEI shall advise the City in writing of the situation and their recommended corrective actions.

17. In addition, the RPR:

    a. Shall not undertake any of the responsibilities of the Contractor or subcontractors.

    b. Shall not advise on or issue directions pertaining to any aspect of the means, method, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.

    c. Shall not advise on or issue directions about safety precautions and programs about the Contractor's Work.

    d. Shall not approve any interruptions or modification of the City's facilities without the approval of the City.

18. The CEI shall not be responsible for the acts or omissions of the Contractor, any construction subcontractor or any other person (except CEI's own employees and agents) at the Project site.

Task 3.3 Specialty Inspections

1. CEI shall furnish the services of Specialty Inspectors to conduct on-site observations of construction to assist in determining if construction is proceeding in substantial accordance with the specific discipline details of the Contract Documents, and that completed construction conforms to the Contract Documents. CEI will provide City with a written field report for every site visit.

2. Services will be provided on an as-needed basis and shall include periodic observation of process/mechanical, structural, architectural, electrical, instrumentation and HVAC items, including but not limited to the following:

    a. Process/mechanical inspections by design engineers of complex unit process equipment installations

    b. Structural inspection of water-bearing structures

    c. Architectural inspection of buildings

    d. HVAC installations

    e. Electrical inspections of raceway installations, major electrical equipment installations, major cable installations, electrical testing and startup, and troubleshooting

    f. Instrumentation inspections of field installations, factory testing, field testing, witnessing of loop testing, witnessing of functional testing and final acceptance testing

3. Independent Testing, Inspection, and Survey Services: The City may employ, or cause the Contractor to employ, independent firms for the material testing, specialty inspection, survey, or other services related to verifying the quality of the Contractor's work. Where City independent testing and/or services

are identified or implied in the Contract Documents, CEI shall provide written comments and recommendations whether the services and results are acceptable and in accordance with the Contract Documents

Task 3.4 Substantial and Final Completion Reviews

At substantial completion of the Work (or each component of the Work with a separate substantial completion date), CEI shall: (1) conduct inspection(s) to develop the "punchlist" and to determine if the Work is substantially complete; (2) if necessary, act as mediator between the City and Contractor to develop an agreed punch list; and (3) conduct a final inspection to determine if the completed Work (or component of the Work) is in compliance with the punch list, contractor's "as-built" drawing markups, shop drawings and specifications. Within three (3) business days following such determination of compliance by the CEI, it shall recommend in writing final payment to the contractor(s) on the Work (or component of the Work) and shall give written notice to the City and the contractor(s) that the work is acceptable (subject to any conditions expressed in such recommendation). CEI shall also prepare or assemble, as applicable, all necessary documents, including but not limited to, lien waivers, Contractor's final affidavit, close-out change order, and final payment application, warranty letters from Contractor, subcontractor and equipment suppliers, as applicable. Within ninety (90) days after final inspection and receipt of contractor's "as-built" drawing markups, CEI shall prepare and deliver for the final approval and written acceptance of the City "record" drawings in signed and sealed hard copy and an electronic format acceptable to the City (latest AutoCAD Release) on State Plane Coordinates.

Task 3 Deliverables:

- Minutes from Pre-construction Conference and construction progress meetings.
- Written review comments of Contractor's requests for information or clarification, contract change orders, substitutions, minor variations, baseline and schedule updates, proposed changes, schedule of values, permits, monthly pay applications, change log, City provided testing.
- Provide monthly presentations to the City as to the progress of construction.
- Attendance at specialty inspections, functional and performance testing, start-up, substantial and final completion walk throughs, close-out meeting.
- Daily field reports including all onsite visits and specialty inspections.
- Notice to City (24 hour) of any issues of noncompliance, potential changes and/or disputes.
- Substantial Completion and Final Inspection punch lists.
- Final completion certifications.

Task 4 - Operational Support Services

Services under this Task Group will be provided as follows:

Task 4.1 Operation and Maintenance Manual

The CEI shall produce a WWTF O&M Manual for the facility. The O&M Manual shall provide operations staff guidelines for the operation and preventive maintenance of equipment and processes, troubleshooting, recommended operator training and mentoring, and reinforce safety protocols.

The O&M Manual shall include different sections outlining Standard Operating Procedures (SOPs). A list of preliminary sections is included below.

1. General
2. Introduction
3. Main Facilities SOP
4. Ancillary Facilities SOP
5. Electrical SOP
6. Emergency Power SOP
7. Instrumentation and Controls (SCADA)
8. Maintenance
9. Laboratory and Testing
10. Safety and Accident Prevention
11. Start-Up Activities

The O&M Manual will include tentative preventive maintenance and training schedules to assist the operations staff in planning related activities. Project warranty information and spare parts information will also be included. A tentative schedule for internal mentoring of staff will be developed. The O&M Manual will be produced in electronic PDF format and will be also delivered in hard copies.

Task 4.2 Startup and Testing Services

CEI shall assist with provision of design related information requested by the Contractor to prepare the testing and startup plan. CEI shall review and provide comments to the Contractor's functional and performance testing and start-up plans, to the City. CEI shall observe and assist Contractor in the functional and performance testing and start-up operation of the Project. CEI will attend, witness and report on all onsite field tests which are specified in the Contract Documents. CEI shall approve the results of all testing and/or indicate its disposition.

Task 4.3 Operator Training

CEI will conduct workshop meetings with the facilities operational staff to provide operational training for new and modified treatment processes and support systems (e.g., electrical, SCADA). Workshops shall include

classroom training and hands-on field training. Written training materials and workshop outlines shall be prepared and submitted to the City at least two weeks prior to any workshop.

In addition to training workshops, CEI shall review operational data, observe trends, and correlate system performance observations with collected operational data. This task will focus on optimizing system performance. Written results of evaluations and operational recommendations shall be provided to the City.

Task 4 Deliverables:

- Draft Operations and Maintenance Manual.
- Final Operations and Maintenance Manual.
- System startup plans for placing facilities into operation.
- Written materials for operator training workshops.

Task 5 – Asset Management Support Services

CEI will provide asset management support to the City so the new assets being provided as part of this WWTP improvements project are included in the City's Cityworks asset management system. Support will include development of data collection tool that will allow CEI staff to input asset information in a manner that is compatible with Cityworks. CEI will collect asset information such as manufacturer, make, model, and characteristics (size, materials of construction, etc.).

Task 5 Deliverables:

- Data collection tool.
- Asset information in Citywork's format

Task 6 - Grant and Funding Support Services

Task 6.1 Grant Set-up and Commencement

CEI shall coordinate the grant compliance program with the City and Contractor. Work shall include a meeting with each entity to review grant tracking compliance, required documents, and collect required background information. Task shall include coordination with grant agency regarding executed contracts, permits, and other required information.

Task 6.2 Quarterly Progress Reports

CEI shall assist in the preparation of the quarterly reports required by the grant agency. Work shall include preparation of the reports and forms provided by the agency as well as back-up and supporting documentation. The City's internal reporting documents will also be completed.

Task 6.3 Reimbursement Requests

CEI shall assist in the preparation of the reimbursement requests to the grant agency for work completed by the City and Contractor. Reimbursement requests may include preparation of agency-provided forms as well as support documentation such as photos, cancelled payment checks, contractor's applications for payments and other required documents. The City's internal reporting documents will also be completed.

Task 6.4 Annual Audit Assistance

CEI shall assist in the preparation of annual audit forms and documents as required by the grant agency. Audit material may include electronic files documenting work completed, expenditure of funds, and compliance with grant general and specific conditions.

Task 6.5 Wage Certification Reports and Compliance

CEI shall assist in the review and approval of monthly payroll information submitted by the Contractor and their subcontractors to ensure the Davis Bacon wage requirements are met. CEI will conduct labor interviews with the Contractor's and subcontractor's personnel throughout the construction duration. Task will include coordination and communication with the Contractor for necessary and requirement modifications and corrections to the payroll information and will include subsequent reviews of corrected information.

Task 6.6 Final Grant Closeout/Certification Package

CEI shall assist preparation of the final grant closeout/certification package. This will include the final certification forms provided by the grant agency complete with supporting documentation such as photos, Contractor applications for payments, permit closeout forms, engineer's certification, and other required documents. CEI shall attend a site visit by the grant agency.

Task 6.7 Grant Management/Correspondence/Coordination

CEI shall provide general grant management including written and verbal communications with the grant agency, City and Contractor staff. Work may include requests to the grant agency for time or funding amendments, providing responses to agency special requests, and attendance at meetings and site visits by agency and regulatory staff.

Task 6 Deliverables:

- Grant applications including supporting documents, figures, reports, cost estimates, and schedules.
- Grant compliance documents including reports, meeting agendas and minutes, reimbursements, and close-out documents and post-inspection reports.

Task 7 - Specific Engineering Services During Construction

Hazen and Sawyer has ample experience in WWTP design and is available to provide additional engineering services as directed by the City. The services may include but are not limited to the following:

1. Sequencing and developing of MOPO to prevent plant disruption or process upset during construction.
2. BioWin implementation for MOPO.
3. Advanced process modeling to predict plant capacity and performance.
4. WWTF Operations optimization and operational adjustments.

Task 8 - Additional Engineering and RPR Services

This task is for Additional Engineering Services that could be required to perform additional work due to unforeseen assistance the CITY might request. Additional Engineering Service may include, but not be limited to, administrative tasks, permitting assistance, grant application preparation, assistance in preparing or reviewing documents, presentations, or related items. Additional RPR services includes times when the CEI is required to provide RPR services in excess of 40 hours per week. Occasions when these services might be required include major concrete pours, coating work that require stringent atmospheric conditions, or MOPO activities such as connections to existing infrastructure that must occur during times of low flow. This task can also include support to the City, on an as-requested, for a period of up to one (1) year after substantial completion, to assist the City in resolving Contractor warranty issues and process operations items.

Services provided under this Task shall be billed on an hourly basis up to the specified amount as authorized by the City, subject to the limits set in the agreement. Services performed under this Task must be initiated by an email authorization issued by the City.

Assumptions

The following assumptions were used to develop the scope and fee for this Work Authorization.

1. The CEI shall not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident hereto. CEI shall issue all technical instructions to the Contractor and shall interpret all technical requirements of the Construction Contract documents.
2. Fees for legal assistance are specifically excluded.
3. The CEI shall not be responsible for the acts or omissions of the Contractor, any construction subcontractor or any other person (except CEI's own employees, subconsultants or other agents) at the project site.

Construction Schedule

Based on the projected sequencing and constraints, the construction phase CEI services are anticipated to follow the Project construction schedule as follows:

- Construction Phase: January 2024 - September 2026 (33 months)

Schedule of Deliverables

Task	Description	Time of Completion
1.1	Project management plan	15 working days after receipt of request
1.3	As Built drawings in CAD, signed and sealed by CEI	Per construction contract
1.4	Claims/Disputes/Arbitration presentation materials and written recommendations for resolution to the City	
2.1	Written review comments on Contractor's initial CPM schedule.	3 working days after meeting
2.2	Maintenance of document distribution and controls system using Ecomm software or software provided by the City.	Per construction contract
3.1	Minutes from Pre-construction Conference and construction progress meetings.	Per construction contract
3.1	Written review comments of Contractor's requests for information or clarification, contract change orders, substitutions, minor variations, baseline and schedule updates, proposed changes, schedule of values, permits, monthly pay applications, change log, City provided testing.	Weekly or as required by Specifications
3.1	Provide monthly presentations to the City as to the progress of construction.	Per construction contract
3.2	Attendance at specialty inspections, functional and performance testing, start-up, substantial and final completion walk throughs, close-out meeting.	120 calendar days before facility startup
3.2	Daily field reports including all onsite visits and specialty inspections.	Daily
3.2	Notice to City (24 hour) of any issues of noncompliance, potential changes and/or disputes.	30 calendar days before system startup
3.4	Substantial Completion and Final Inspection punch lists	Per construction contract
1.3	Final completion certifications	Per construction contract
4.1	Draft Operations and Maintenance Manual.	14 calendar days before training
4.1	Final Operations and Maintenance Manual.	7 calendar days after comments from City
4.2	System startup plans for placing facilities into operation.	30 calendar days before system startup
4.3	Written materials for operator training workshops.	7 calendar days before training
5.1	Asset Management Collection Tool	120 calendar days after contract execution
5.2	Asset Information	30 calendar days after substantial completion
6.1	Grant and Funding Compliance	In accordance with grant requirements

SECTION IV
TIME OF PERFORMANCE

The Contract Period start date will be **February 19, 2024** and will terminate four (4) years thereafter on **February 18, 2028**. The Consultant 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 Consultant 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 Consultant 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 consultant, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Consultant's control.

SECTION V
RENEWAL OPTION

N/A

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Consultant is as listed on Schedule "A" for a total amount of **$3,737,342.00**.

Compensation for all tasks will be billed on a lump sum or hourly not-to-exceed basis as presented in the table below and in Exhibit A.

Task	Description	Method of Payment	Fee
1	Office Services During Construction	Lump Sum	$389,072.00
2	Project Controls During Construction	Lump Sum	$79,040.00
3	Field Services During Construction	Lump Sum	$2,136,750.00
4	Operational Support Services	Lump Sum	$183,450.00
		Subtotal, Lump Sum	**$2,788,312.00**
5	Asset Management Support Services	Hourly Not-to-Exceed	$120,120.00
6	Grant and Funding Support Services	Hourly Not-to-Exceed	$401,170.00
7	Specific Engineering Services During Construction	Hourly Not-to-Exceed	$108,560.00
8	Additional Engineering and RPR Services	Hourly Not-to-Exceed	$319,180.00

Task	Description	Method of Payment	Fee
		Subtotal, Hourly Not-to-Exceed	**$949,030.00**
		Grand Total	**$3,737,342.00**

Payments will be disbursed in the following manner:

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

Progress Payments – Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days unless Consultant has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Consultant's valid invoice, provided that the invoice is accompanied by adequate supporting documentation and is approved by the Project Manager is required under Section XV of the Contract.

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens.

All invoices are to be sent to: the assigned Project Manager for this Contract.

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

In the event the City deems it expedient to perform work which has not been done by the Consultant as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Consultant as required in these 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.

All payments not made within the time specified by this section shall bear interest from 30 calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

Taxes - Consultant is responsible for all federal, state, and local taxes and other charges related to the performance of this contracts.

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. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent 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 determined by mutual agreement of the parties before starting the work involved in the change. 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
CONFORMANCE WITH PROPOSAL

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

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

Consultant agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Consultant, agents, laborers, subconsultants or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under this Contract and to that extent Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Consultant shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent laborers, subconsultants or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Consultant on the work. This indemnification shall survive the termination of this Contract.

SECTION X
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION XI
INSURANCE

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, 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, and/or 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.

1. Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. 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 the Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

2. Commercial General Liability Insurance: The Consultant shall agree to maintain 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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be ISO CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply on a primary and non-contributory basis. 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 shall extend to independent consultants 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, and Professional Liability Insurance, 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 policies. 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 shall be listed as additional insured and include Contract #20230044 – CEI Services for Westport WWTF Nutrient Reduction Project."**. 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. Formal written notice shall be sent to the City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

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

5. Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the City reserves the right, but is not obligated, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years.

6. Waiver of Subrogation: By entering into this Contract, the Consultant agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent consultants and/or subconsultants comply with the same insurance requirements as listed herein. It shall be the responsibility of the consultant to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured, without the language "when required by written contract". If the Consultant, independent consultant and/or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the consultant/independent consultant/subconsultant.

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

The City, by and through its Risk Management Department, reserves the right, but is not obligated, 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.

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

SECTION XII
ACTS OF GOD

The Consultant shall be responsible for 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, which pertain to Consultant's scope of work. No reparation shall be made to the Consultant 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 Consultant, 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 Consultant 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 XIII
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 XIV
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 its professional licenses 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. Consultant will comply with all requirements of 28 C.F.R. § 35.151. Consultants and Sub-Consultant, shall comply with § 119.0701, Fla. Stat. The Consultant and Sub-Consultant, are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat., 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.

RECORDS

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
2. During the term of the contract, the Consultant shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this

Contract include but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

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

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

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

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

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

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

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

SECTION XV
CORRECTION OF DESIGN WORK PRODUCT

Upon failure of the Consultant to perform any design work in accordance with the applicable standard of care and which the City alleges results in a design error or omission, after five (5) days written notice to cure provided to the Consultant, the City may, without prejudice to any other remedy, coordinate to correct such design errors or omissions. The City may withhold from Consultant or otherwise charge Consultant all costs City incurs to correct any design error or omission, subject to Consultant's right to contest such withholds as a good faith

dispute. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Consultant from performing to the standard of care in Consultant's design work. For the avoidance of doubt, Consultant's inspection activities are not a guarantee of any contractor work and shall not form the basis of a design error or omission claim.

Design Errors and Omissions - Consultant's design work that City alleges contains an error or omission may be deemed as defective by the City, and all such Consultant design work shall be remedied by Consultant, subject to Consultant's right to contest such finding by City as part of a good faith dispute. Without unnecessary delay, and subject to the direction of the City, the Consultant shall remediate its design work that contains such errors or omissions in a manner acceptable to the City. To the extent Consultant's design work contains a design error the City shall not be charged for the remediation of such design work. To the extent Consultant's design work contains an omission, the Consultant shall not be responsible for costs of first impression to the City as part of Consultant's remediation work. .

Deductions - In the event the City deems it expedient to perform work which has not been done by the Consultant as required by these Specifications, or to correct work which does not meet the standard of care all expenses incurred by the City will be invoiced to Consultant as defined as a design error or a design omission within this Article XV. Any disagreement between City and Consultant as to Consultant's liability for Consultant performing below the standard of care subject to a design error or omission, or the costs associated with such error or omission will form the basis of a good faith dispute between the parties. Deductions thus made will not excuse the Consultant from other penalties and conditions contained in the Contract.

SECTION XVI
SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790.

SECTION XVII
CONTRACT ADMINISTRATION

Amendments - The City and the Consultant agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Consultant.

Fiscal Year - All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Integration of Terms - This Contract represents the entire contract between the parties. The parties shall not rely on any representation that may have been made by either party which is not included in the Contract.

Joint Venture - Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the vested parties. Each party shall be deemed to be an independent consultant contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon contract. Neither Consultant nor any of Consultant's agents, employees, subconsultants or consultants shall become or be deemed to become agents, or employees of the City. Consultant shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subconsultants, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Notice(s) - Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Fed-EX, UPS, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the contract. Each such notice shall be deemed to have been provided:

I. Within one (1) day in the case of overnight hand delivery, courier, or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,
II. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Performance by Industry Standards - The Consultant represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Consultant's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

Permits, Licenses, and Certifications - The Consultant shall be responsible for obtaining all, 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 with the requirements of said legislation. The Consultant shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's contract, and return it with the signed contract and insurance documents.

Supersedes Former Contracts or Agreements - Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the City and the Consultant for the Services provided in connection with the Contract.

Use of Name or Intellectual Property - Consultant agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the City.

Waiver - Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Consultant, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a contract amendment.

SECTION XVIII
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.

City's Public Relations Image - The 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 Consultant 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.

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

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. Consultant(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 Consultant.

Permits - The Consultant 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 with the requirements of said legislation. The Consultant shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's contract, and return it with the signed contract and insurance documents.

SECTION XIX
ASSIGNMENT

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

SECTION XX
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

Termination for Cause - The occurrence of any one or more of the following events shall constitute cause for the City to declare the Consultant in default of its obligations under the contract:

I. The Consultant fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Consultant;
II. The Consultant fails to make substantial and timely progress toward performance of the contract;
III. In the event the Consultant is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
IV. The Consultant becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Consultant terminates or suspends its business; or the City reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
V. The Consultant has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;
VI. If the City determines that the actions, or failure to act, of the Consultant, its agents, employees or subconsultants have caused, or reasonably could cause, life, health or safety to be jeopardized;
VII. The Consultant has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
VIII. The Consultant furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect or incomplete.

Notice of Default - If there is a default event caused by the Consultant, the City shall provide written notice to the Consultant requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Consultant. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

I. Immediately terminate the contract without additional written notice(s); and/or
II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or
III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Consultant

Termination for Convenience - The City may, at any time, with or without cause, or for its convenience terminate all or a portion of the Contract upon thirty (30) days written notice to successful Consultant Any such termination shall be accomplished by delivery in writing of a notice to Consultant. Following termination without cause, the Consultant shall be entitled to compensation upon submission of invoices and proper proof

of claim, for services provided under the contract to the City up to the time of termination, pursuant to Florida law.

Termination for Non-Appropriation - The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded contract, the City will have the right to terminate the contract, without penalty, on the last day of the fiscal period for which funds were legally available.

SECTION XXI
LAW, VENUE AND WAIVER OF JURY TRIAL

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.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXII
APPROPRIATION APPROVAL

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

SECTION XXIII
TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the Consultant agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

SECTION XXIV
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 Consultant shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXV
PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXVI
ATTORNEY'S FEES

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Consultant shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

SECTION XXVII
CODE OF ETHICS

Consultant warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXVIII
POLICY OF NON-DISCRIMINATION

Consultant shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXIX
SEVERABILITY

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

SECTION XXX
AUDITS

The Consultant shall establish and maintain a reasonable accounting system that enables the City to readily identify the Consultant's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Consultant shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Contract kept by or under the control of the Consultant, including, but not limited to those kept by the Consultant, its employees, agents, assigns, successors, and subconsultants. Such records shall be made available to the City during normal business hours at the Consultant's office or place of business. The Consultant shall not impose a charge for audit or examination of the Consultant's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Consultant for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to the Consultant. Evidence of criminal conduct will be turned over to the proper authorities.

The Consultant shall ensure the City has these rights with Consultant's employees, agents, assigns, successors, and subconsultants, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Consultant and any subconsultants to the extent that those subcontracts or agreements relate to fulfillment of the Consultant's obligations to the City.

SECTION XXXI
ORDER OF PREFERENCE

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the City and the Consultant attached hereto), the E-Bid (including any subsequent addenda and written responses to bidders' questions), and the Consultant's Response, any inconsistency or conflict shall be resolved as follows:

(i) First, by giving preference to the specific provisions of this Contract.

(ii) Second, by giving preference to the specific provisions of the E-Bid.

(iii) Third, by giving preference to the specific provisions of the Consultant's Response, except that objections or amendments by a consultant that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

SECTION XXXII
FORCE MAJEURE

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXIII
ENTIRE AGREEMENT

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

(Balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: Caroline Shreyer
Purchasing Agent

HAZEN AND SAWYER

By: Orlando Castro
Authorized Representative

HAZEN AND SAWYER

By:
Authorized Representative Christopher L. Kish

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) SS
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by [X] physical presence or [ ] online notarization, this 29th day of January, 2024, by Orlando Castro who is [X] personally known to me, or who has [ ] produced the following identification:

_____.

PEGGY M. JAIME
Notary Public-State of Florida
Commission # HH 98589
My Commission Expires
February 28, 2025

Peggy Jaime
Signature of Notary Public

PEGGY M. JAIME
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires: 2/28/25

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF ST. LUCIE §

Before me, the undersigned authority, personally appeared affiant Robert B. Taylor, Jr., PE who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as CEI Services for Westport WWTP Nutrient Reduction Project, Contract # 20230044.

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

Hazen and Sawyer
Name of Firm

Robert B. Taylor, Jr., PE
By: Senior Vice President; SE Regional Manager

The foregoing instrument was acknowledged before me by Robert B. Taylor, Jr who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the Stare of County last aforesaid this 29th day of January, 2024.

(SEAL)

Signature

MARY PEREZ
MY COMMISSION # HH 232289
EXPIRES: February 22, 2026

Mary Perez
Notary Name (typed or printed)

Administrator
Title or Rank

EXHIBIT A - FEE SCHEDULE [SUMMARY]
PORT ST LUCIE
CEI SERVICES FOR WESTPORT WWTF
NUTRIENT REDUCTION PROJECT

Task No.	Task Description	Hazen Hours	Hazen Fee	Holtz Hours	Holtz Fee	Expenses	Total Hours	Total Fee
1	Office Services During Construction	1,289.5	$265,410.00	732	$115,890.00	$7,772.00	2,021.5	$389,072.00
2	Project Controls During Construction	896	$79,040.00	0	$0.00	$0.00	896	$79,040.00
3	Field Services During Construction	6,376	$1,218,480.00	5,864	$909,560.00	$8,710.00	12,240	$2,136,750.00
4	Operational Support Services	998	$151,280.00	148	$27,480.00	$4,690.00	1,146	$183,450.00
							Lump Sum Subtotal	$2,788,312.00
5	Asset Management Support Services	264	$39,360.00	472	$80,760.00	$0.00	736	$120,120.00
6	Grant and Funding Support Services	84	$12,180.00	3,024	$388,990.00	$0.00	3,108	$401,170.00
7	Specific Engineering Services During Construction	584	$105,880.00	0	$0.00	$2,680.00	584	$108,560.00
8	Additional Engineering and RPR Services	920	$150,680.00	1,048	$161,800.00	$6,700.00	1,968	$319,180.00
							Hourly Not-to-Exceed Subtotal	$949,030.00
Grand Total		11,411.5	$2,022,310.00	11,288	$1,684,480.00	$30,552.00	22,699.50	$3,737,342.00

EXHIBIT A - FEE SCHEDULE [SUMMARY]
PORT ST LUCIE
CEI SERVICES FOR WESTPORT WWTF
NUTRIENT REDUCTION PROJECT
HAZEN AND SAWYER LEVEL OF EFFORT

Task No.	Task Description	Lump Sum (LS) or Not to Exceed (NTE)		Principal Engineer P.E.	Senior Engineer P.E.	Project Engineer P.E.	Engineering Intern	Senior Project Manager	Project Manager / Construction Manager	Project Engineer/Manager/Design	Senior CAD Designer	Assistant Project Designer	Administration Services	Professional Hydrologist or Senior Scientist	Subtotal, Hours	Hazen Fee	Expenses	Subtotal, Fee
			Rates	$270	$220	$180	$120	$240	$190	$145	$130	$100	$80	$280				
1	Office Services During Construction															$268,410.00	$7,772.00	$273,182.00
1.1	Project Management	LS		99.00	-	-	264.00	330.00	-	-	-	-	-	-	693.00	$137,610.00	$6,432.00	$144,042.00
1.2	Contract Document Review	LS		33.00	264.00	-	16.50	66.00	-	-	-	-	-	-	379.50	$84,810.00	$0.00	$84,810.00
1.3	Record Drawings	LS		2.00	20.00	-	10.00	10.00	-	-	30.00	-	-	-	72.00	$12,440.00	$670.00	$13,110.00
1.4	Project Claims and Disputes	LS		5.00	100.00	-	20.00	20.00	-	-	-	-	-	-	145.00	$30,550.00	$670.00	$31,220.00
2	Project Controls During Construction															$79,040.00	$0.00	$79,040.00
2.1	Review of Submittal Schedule	LS		-	-	-	16.00	16.00	-	-	-	-	16.00	-	48.00	$7,040.00	$0.00	$7,040.00
2.2	Submittal Distribution and Document Management	LS		-	-	-	40.00	16.00	-	-	-	-	792.00	-	848.00	$72,000.00	$0.00	$72,000.00
3	Field Services During Construction															$1,218,480.00	$8,710.00	$1,227,190.00
3.1	Construction Engineering Management (RFI, Submittals, CO)	LS		-	-	-	-	-	5,808.00	-	-	-	-	-	5,808.00	$1,103,520.00	$0.00	$1,103,520.00
3.2	Resident Project Representative (RPR)	LS		-	-	-	-	-	-	-	-	-	-	-	-	$0.00	$0.00	$0.00
3.3	Specialty Inspections	LS		-	384.00	-	-	-	-	80.00	-	-	-	-	464.00	$96,080.00	$4,020.00	$100,100.00
3.4	Substantial and Final Completion Reviews	LS		-	64.00	-	40.00	-	-	-	-	-	-	-	104.00	$18,880.00	$4,690.00	$23,570.00
4	Operational Support Services															$151,280.00	$4,690.00	$155,970.00
4.1	Operation and Maintenance Manual	LS		16.00	30.00	-	352.00	176.00	-	-	-	80.00	80.00	-	734.00	$109,800.00	$0.00	$109,800.00
4.2	Startup and Testing Services	LS		-	40.00	40.00	80.00	-	-	40.00	-	-	-	-	200.00	$31,400.00	$4,020.00	$35,420.00
4.3	Operator Training	LS		-	24.00	-	40.00	-	-	-	-	-	-	-	64.00	$10,080.00	$670.00	$10,750.00
	Lump Sum Subtotal															$1,714,210.00	$21,172.00	$1,735,382.00
6	Asset Management Support Services															$39,360.00	$0.00	$39,360.00
5.1	Asset Management Support Services	NTE		-	24.00	40.00	176.00	24.00	-	-	-	-	-	-	264.00	$39,360.00	$0.00	$39,360.00
6	Grant and Funding Support Services															$12,180.00	$0.00	$12,180.00
6.1	Grant Set-up and Commencement	NTE		-	-	-	-	-	-	4.00	-	-	-	-	4.00	$580.00	$0.00	$580.00
6.2	Quarterly Progress Reports	NTE		-	-	-	-	-	-	24.00	-	-	-	-	24.00	$3,480.00	$0.00	$3,480.00
6.3	Reimbursement Requests	NTE		-	-	-	-	-	-	8.00	-	-	-	-	8.00	$1,160.00	$0.00	$1,160.00
6.4	Annual Audit Assistance	NTE		-	-	-	-	-	-	-	-	-	-	-	-	$0.00	$0.00	$0.00
6.5	Wage Certification Reports and Compliance	NTE		-	-	-	-	-	-	40.00	-	-	-	-	40.00	$5,800.00	$0.00	$5,800.00
6.6	Final Grant Closeout/Certification Package	NTE		-	-	-	-	-	-	4.00	-	-	-	-	4.00	$580.00	$0.00	$580.00
6.7	Grant Mangement/Correspondence/Coordination	NTE		-	-	-	-	-	-	4.00	-	-	-	-	4.00	$580.00	$0.00	$580.00
7	Specific Engineering Services During Construction															$105,880.00	$2,680.00	$108,560.00
7.1	Specific Engineering Services During Construction	NTE		24.00	240.00	120.00	160.00	-	-	40.00	-	-	-	-	584.00	$105,880.00	$2,680.00	$108,560.00
8	Additional Engineering and RPR Services															$150,680.00	$6,700.00	$157,380.00
8.1	Additional Engineering Services	NTE		8.00	40.00	80.00	120.00	80.00	-	120.00	120.00	-	80.00	-	648.00	$98,360.00	$2,680.00	$101,040.00
8.2	Additional RPR Services	NTE		8.00	-	-	-	-	264.00	-	-	-	-	-	272.00	$52,320.00	$4,020.00	$56,340.00
	Hourly Not-to-Exceed Subtotal															$308,100.00	$9,380.00	$317,480.00

EXHIBIT A - FEE SCHEDULE [SUMMARY]
PORT ST LUCIE
CEI SERVICES FOR WESTPORT WWTF
NUTRIENT REDUCTION PROJECT
HAZEN AND SAWYER LEVEL OF EFFORT

Task No.	Task Description	Lump Sum (LS) or Not to Exceed (NTE)		Principal Engineer P.E.	Senior Engineer P.E.	Project Engineer P.E.	Engineering Intern	Senior Project Manager	Project Manager / Construction Manager	Project Engineer/Manager/Design	Senior CAD Designer	Assistant Project Designer	Administration Services	Professional Hydrologist or Senior Scientist	Subtotal, Hours	Hazen Fee	Expenses	Subtotal, Fee
			Rates	$270	$220	$180	$120	$240	$190	$145	$130	$100	$80	$280				
	Grand Total			$195	1,230.00	280.00	1,334.50	738.00	6,072.00	364.00	150.00	80.00	968.00	-	11,411.50	$2,022,310.00	$30,552.00	$2,052,862.00

EXHIBIT A - FEE SCHEDULE [SUMMARY]
PORT ST LUCIE
CEI SERVICES FOR WESTPORT WWTF
NUTRIENT REDUCTION PROJECT
HOLTZ CONSULTING ENGINEERS LEVEL OF EFFORT

Task No.	Task Description	Lump Sum (LS) or Not to Exceed (NTE)		Senior Engineer P.E.	Project Engineer P.E.	Engineering Intern	Project Manager - Permitting Administrator	Project Engineer/Manager/Design	Senior CAD Designer	Senior Inspector	Administration Services	Subtotal, Hours	HCE Fee	Expenses	Subtotal, Fee
			Rates	$220	$180	$120	$190	$145	$130	$155	$80				
1	Office Services During Construction												$116,890.00	$0.00	$116,890.00
1.1	Project Management	LS		132.00	-	-	-	66.00	-	-	-	198.00	$38,610.00	$0.00	$38,610.00
1.2	Contract Document Review	LS		-	-	-	-	-	-	-	-	-	$0.00	$0.00	$0.00
1.3	Record Drawings	LS		30.00	-	-	-	150.00	300.00	30.00	-	510.00	$72,000.00	$0.00	$72,000.00
1.4	Project Claims and Disputes	LS		24.00	-	-	-	-	-	-	-	24.00	$5,280.00	$0.00	$5,280.00
2	Project Controls During Construction												$0.00	$0.00	$0.00
2.1	Review of Submittal Schedule	LS		-	-	-	-	-	-	-	-	-	$0.00	$0.00	$0.00
2.2	Submittal Distribution and Document Management	LS		-	-	-	-	-	-	-	-	-	$0.00	$0.00	$0.00
3	Field Services During Construction												$909,560.00	$0.00	$909,560.00
3.1	Construction Engineering Management (RFI, Submittals, CO)	LS		-	-	-	-	-	-	-	-	-	$0.00	$0.00	$0.00
3.2	Resident Project Representative (RPR)	LS		-	-	-	-	-	-	5,808.00	-	5,808.00	$900,240.00	$0.00	$900,240.00
3.3	Specialty Inspections	LS		-	-	-	-	-	-	-	-	-	$0.00	$0.00	$0.00
3.4	Substantial and Final Completion Reviews	LS		16.00	-	-	-	40.00	-	-	-	56.00	$9,320.00	$0.00	$9,320.00
4	Operational Support Services												$27,480.00	$0.00	$27,480.00
4.1	Operation and Maintenance Manual	LS		16.00	-	-	-	-	-	32.00	-	48.00	$8,480.00	$0.00	$8,480.00
4.2	Startup and Testing Services	LS		40.00	-	-	-	40.00	-	-	-	80.00	$14,600.00	$0.00	$14,600.00
4.3	Operator Training	LS		20.00	-	-	-	-	-	-	-	20.00	$4,400.00	$0.00	$4,400.00
	Lump Sum Subtotal												$1,062,930.00	$0.00	$1,062,930.00
5	Asset Management Support Services												$80,760.00	$0.00	$80,760.00
5.1	Asset Management Support Services	NTE		-	304.00	-	-	-	-	168.00	-	472.00	$80,760.00	$0.00	$80,760.00
6	Grant and Funding Support Services												$388,990.00	$0.00	$388,990.00
6.1	Grant Set-up and Commencement	NTE		-	-	8.00	8.00	12.00	-	-	16.00	44.00	$5,500.00	$0.00	$5,500.00
6.2	Quarterly Progress Reports	NTE		-	-	96.00	48.00	96.00		-	48.00	288.00	$38,400.00	$0.00	$38,400.00
6.3	Reimbursement Requests	NTE		-	-	32.00	16.00	48.00		-	16.00	112.00	$15,120.00	$0.00	$15,120.00
6.4	Annual Audit Assistance	NTE		-	-	-	6.00	12.00		-	6.00	24.00	$3,360.00	$0.00	$3,360.00
6.5	Wage Certification Reports and Compliance	NTE		-	-	594.00	264.00	594.00		-	528.00	1,980.00	$249,810.00	$0.00	$249,810.00
6.6	Final Grant Closeout/Certification Package	NTE		-	-	96.00	48.00	96.00		-	48.00	288.00	$38,400.00	$0.00	$38,400.00
6.7	Grant Mangement/Correspondence/Coordination	NTE		-	-	96.00	48.00	96.00		-	48.00	288.00	$38,400.00	$0.00	$38,400.00
7	Specific Engineering Services During Construction												$0.00	$0.00	$0.00
7.1	Specific Engineering Services During Construction	NTE		-	-	-	-	-	-	-	-	-	$0.00	$0.00	$0.00
8	Additional Engineering and RPR Services												$161,800.00	$0.00	$161,800.00
8.1	Additional Engineering Services	NTE		64.00	240.00	240.00	-	240.00	-	-	-	784.00	$120,880.00	$0.00	$120,880.00
8.2	Additional RPR Services	NTE		-	-	-	-	-	-	264.00	-	264.00	$40,920.00	$0.00	$40,920.00
	Hourly Not-to-Exceed Subtotal												$631,550.00	$0.00	$631,550.00
	Lump Sum + Hourly Not-to-Exceed Total			342.00	544.00	1,162.00	438.00	1,490.00	300.00	6,302.00	710.00	11,288.00	$1,694,480.00	$0.00	$1,694,480.00

Agenda Summary

2026-296

Agenda Date: 3/23/2026 **Agenda Item No.:** 7.i

Placement: Consent Agenda

Action Requested: Motion / Vote

Approving the USA BMX Affiliation and Sanction Agreement for the BMX Facility at Tradition Regional Park

Submitted By: Zakariya M. Sherman, Facilities Maintenance Director

Strategic Plan Link: The City's Goal to Enjoy Culture, Nature and Recreation.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Zakariya M. Sherman, Facilities Maintenance Director
2. Parties: City of Port St. Lucie and American Bicycle Association (USA BMX)
3. Purpose: To approve the USA BMX Affiliation and Sanction Agreement allowing the City of Port St. Lucie to operate a USA BMX sanctioned racetrack at Tradition Regional Park. The agreement enables the City to host official USA BMX sanctioned races, award national ranking points, and participate in USA BMX regional and national programming.
4. New/Renewal/Modified: New
5. Duration: The agreement will commence upon execution and remain in effect through December 31, 2031.
6. Benefits to Port St. Lucie: Approval of the sanction agreement allows the City's BMX facility at Tradition Regional Park to operate as an officially sanctioned USA BMX track. This designation enables the City to host sanctioned races, regional competitions, and national events that attract riders and families from across Florida and beyond. The partnership with USA BMX also provides access to national marketing programs, official event sanctioning, rider point tracking, and operational guidance. These opportunities support youth programming, bicycle safety education, sports tourism, and economic activity while reinforcing Port St. Lucie's growing role in Florida's sports and recreation economy.
7. Cost to Port St. Lucie (Annual and Potential): Costs associated with USA BMX sanctioning, membership, and event operations will be incorporated into the Parks and Recreation Department's annual operating budget for the BMX facility.

Presentation Information: N/A. Staff will be available to answer questions if requested.

Staff Recommendation: Move that Council approve the USA BMX Affiliation and Sanction Agreement and authorize the City Manager to execute the agreement on behalf of the City for the BMX facility at Tradition Regional Park.

Alternate Recommendations:

1. Move that Council amend the recommendation and approve the resolution.
2. Move that Council not approve the resolution and provide staff with direction.

Background: The City of Port St. Lucie is nearing completion of a USA BMX-sanctioned adaptive racetrack, pump track, and bicycle safety training facility at Tradition Regional Park, the City's first regional park. The facility has been designed to meet the specifications required for official USA BMX sanctioned competition and programming.

USA BMX, the world's largest youth cycling organization, provides sanctioning for BMX tracks across the United States. Through the Affiliation and Sanction Agreement, USA BMX authorizes the City to operate sanctioned BMX racing events and award official USA BMX points to participating riders.

Maintaining USA BMX sanctioning is essential for the facility to host official races and participate in programs such as the Gold Cup and State Championship series. Sanctioning also provides access to operational guidance, national promotion, rider point tracking, and event sanctioning services that support successful track operations.

Approval of this agreement will allow the City to formally establish the partnership with USA BMX and begin hosting sanctioned BMX events once the facility opens to the public.

Issues/Analysis: Staff reviewed the USA BMX Affiliation and Sanction Agreement and determined that the partnership supports the City's goals for youth recreation, bicycle safety education, and sports tourism. The agreement establishes the operational framework required for the City to host sanctioned BMX events and participate in national USA BMX programming.

Financial Information: Operational costs related to sanctioning and event programming will be incorporated into the Parks and Recreation Department's operating budget for the BMX facility at Tradition Regional Park.

Special Consideration: USA BMX sanctioning is required in order for the facility to host official BMX racing events and participate in national USA BMX programs.

Location of Project: Tradition Regional Park, 13120 SW Tradition Parkway, Port St. Lucie, FL 34987

Attachments: USA BMX Affiliation and Sanction Agreement

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: Legal Intake #25212-07

Legal Sufficiency Review:
Reviewed by Daniella Margetic, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

#

Affiliation and Sanction Agreement

1) The Local Organization, as identified herein below, will, on various dates and times, operate its BMX facility for the purpose of offering organized Bicycle Moto-Cross (BMX) racing and practicing to be sanctioned only by the American Bicycle Association, dba USA BMX ("USA BMX"). In turn, the USA BMX agrees to sanction the Local Organization and provide services available by the USA BMX including, but not limited to, the issuance and tabulation of USA BMX points, the use of the USA BMX logo and associated artwork and the benefit of USA BMX promotional programs.

   a) The "Local Organization" is defined as the City of Port St. Lucie, FL.

2) This Agreement shall commence on the date this Agreement is signed by an authorized official of the USA BMX and end on **December 31, 2031.** During the term of this agreement, the Local Organization agrees that any activity, event or sport that is sanctioned by USA BMX or the American Bicycle Association, must be run as a USA BMX sanctioned event and follow all rules and regulations set forth by USA BMX sanctioning, including new sports that may be added to USA BMX sanctioning in the future. Throughout the duration of this Sanction Agreement ("Agreement") and for a period of twelve (12) months after the termination of said Agreement by the Local Organization or USA BMX for any cause, with the exception of the Local Organization terminating the agreement due to breach of contract by USA BMX, the Local Organization shall not otherwise participate or assist in any fashion whatsoever, or otherwise compete against the USA BMX, including but not limited to, providing financial, technical, labor or advisory assistance or aid, in the operation of BMX Track(s) or BMX race(s) or in any sport presently sanctioned by USA BMX (now or in the future) sanctioned by or affiliated with any other organization or entity, in the State of Florida.

3) Throughout the term of this Agreement and so long as Local Organization is not in breach of this Agreement, the Local Organization shall have the right to use the registered trade name "American Bicycle Association" and to include the USA BMX logo relative to the promotion and advertising of USA BMX sanctioned events to be held at the Local Organization's track. USA BMX retains exclusive ownership of the trade name and logo. The Local Organization will construct, operate and maintain its track and shall run USA BMX sanctioned events substantially in accordance with the Track Operator's Training Materials (online and otherwise), as published by the USA BMX and in accordance with the rules of USA BMX as may be published by USA BMX at various times, in the USA BMX Competition Rulebook, including those set forth in the Track Operator's Training Materials (online and otherwise), and those set forth in other publications by USA BMX.

4) USA BMX is the developer and exclusive owner of certain computer software programs, marketing packages, Track Operator's and other manuals, sanctioning agreements, drawings, records, specifications, equipment, designs, race schedules, agreements and contracts with vendors, lessors, other sanctioning organizations and other items and materials not generally known by non-USA BMX personnel (hereafter "Confidential Information") which the Local Organization may obtain knowledge of or access to as a result of being sanctioned by the USA BMX. The Local Organization shall not, directly or indirectly, use said Confidential Information in any manner, nor, directly or indirectly, disclose, display, provide or otherwise make available all or any part of any such Confidential Information to any person or entity not sanctioned by the USA BMX at any time, unless the Local Organization has received prior written permission from the USA BMX to do so, except as required by the Local Organization to perform its obligations and otherwise comply with the terms and conditions of this Agreement and with the Track Operator's Training Materials (online and otherwise) of USA BMX.

5) USA BMX agrees to award USA BMX points to riders that legally participate in USA BMX sanctioned events operated in accordance with all USA BMX rules and procedures and held at the Local Organization's track.

6) This Agreement entitles the Local Organization to participate in all programs offered in the State or regional segment where the Local Organization's BMX track is located, including, but not limited to, the USA BMX Gold Cup program and the USA BMX State Championship series.

7) Because of the need to promptly enter data into the USA BMX's computerized point standing data base, as well as the need to meet other publishing and reporting deadlines, the Local Organization agrees to provide to the USA BMX within fourteen (14) days following the conclusion of each USA BMX sanctioned event all applicable paperwork and funds, including, but not limited to, all original moto sheets, membership applications, track operator reporting forms and fees for memberships, insurance and sanctioning documents in accordance with the USA BMX's then current requirements for such reporting.

8) The Local Organization agrees that it shall, at all times throughout the term of this Agreement, maintain and enforce a policy or policies of insurance written by insurance carriers selected by or approved by the USA BMX wherein the USA BMX is the policy holder and named additional insured, which shall insure against liability or injury to and/or death of, and/or damage to the property of, any person or persons, including participants, with aggregate policy limits not less than $3,000,000 per person and occurrence, unless the Local Organization chooses to fulfill the insurance requirement through the payment of insurance fees to USA BMX. If the Local Organization chooses to fulfill this requirement through the payment of insurance fees to the USA BMX in accordance with the schedule of such fees which may be adjusted from

time to time, the USA BMX will acquire such liability insurance which meets or exceeds the amounts and coverage specified herein. In any event, whether secured by the Local Organization or by the USA BMX, any and all such insurance will include as named insured the USA BMX, the Local Organization, all Employees, Agents, Volunteers, Track Operators, Officials and all Board Members of said Organizations. To the extent any claims, damages, costs, including attorney fees, or other sums incurred by or asserted against the USA BMX as a result of any act or omission by the Local Organization is not paid by or covered by the foregoing insurance, Local Organization shall indemnify, hold harmless and reimburse USA BMX upon demand for all such amounts to the extent said loss was caused by or contributed to, in whole or in part, by the errors, omissions, intentional acts and/or negligence of the Local Organization. It is understood that USA BMX insurance is only applicable to USA BMX sanctioned events on specifically declared dates in advance that are also time-stamped relative to those dates. On such dates, USA BMX insurance will begin one hour before the declared start time of the sanctioned event and will end one hour after the sanctioned event concludes.

9) This Agreement is between USA BMX and the Local Organization and may not be transferred or assigned by the Local Organization to any other person or entity without the Local Organization first obtaining the express written consent of the USA BMX, which consent USA BMX shall be under no obligation to grant and which USA BMX may refuse to grant for any reason whatsoever in the sole and unfettered discretion of USA BMX.

10) This Agreement shall not make the Local Organization or the Track Operator a subsidiary, a partner, limited partner, joint venturer or in any other way associated with USA BMX other than as set forth under the terms of this Agreement. The Local Organization has no authority, express or implied, to speak for, bind, or obligate USA BMX in any manner whatsoever whether contractually or otherwise.

11) USA BMX hereby reserves the right to inspect the Local Organization's BMX track, with reasonable notice, at any and all times to ensure compliance with the terms and conditions of this Agreement, with the Track Operator's Training Materials (online and otherwise), and all other rules and regulations of USA BMX.

12) Each of the terms and provisions contained in this Agreement are separate, independent, and severable. In the event that all or any portion of this Agreement is deemed by a court, arbitrator, tribunal, or otherwise, to be null, void, invalid, unenforceable and/or of no effect or otherwise not binding upon either of the parties, in whole or in part, said fact shall not be deemed to in any manner affect the validity of any of the remaining portions or provisions of this Agreement, all of which the parties agree shall remain in full force and effect. If a court or other tribunal finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

13) The parties agree that, in addition to any form of legal or equitable relief that may be available to the parties hereunder, in the event of a breach or a threatened breach of any of the terms and conditions contained herein, either the Local Organization or USA BMX may fully protect its respective rights hereunder and it may be necessary for either party to obtain injunctive relief. Accordingly, the parties specifically agree that in the event of a breach or a threatened breach of any term or condition contained in said paragraphs two (2), three (3), and/or four (4), herein, the USA BMX shall be entitled to a preliminary and permanent injunction upon the posting of a nominal bond enjoining the Local Organization from committing or continuing any acts constituting such a breach, provided, in the event of a threatened breach, the USA BMX has given the Local Organization prior notice in writing to its address on file with the USA BMX not less than five (5) days before requesting said relief and the Local Organization has failed to remedy the breach within said period.

14) The parties shall each be responsible for its own reasonable costs and attorney fees in any litigation arising from this Agreement. This Agreement shall be construed and governed by the laws of the State of Florida and the exclusive venue and jurisdiction of any litigation arising from this Agreement shall be in St. Lucie County.

15) Subject to the assignment restrictions in paragraph nine (9) above, this Agreement is binding upon all successors, assigns, affiliates—direct and indirect, representatives, heirs, and entities with ownership common to the Local Organization.

16) Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the Local Organization's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

17) USA BMX shall comply with section 119.0701, Florida Statutes. USA BMX shall allow public access to all documents, papers, letters, or other material made or received by USA BMX in conjunction with this Agreement, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. USA BMX shall comply with Florida's Public Records Laws. Pursuant to section 119.0701, Florida Statutes, USA BMX agrees to comply with all public records laws, specifically to:

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

A. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.

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

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

D. USA BMX agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Agreement.

E. Should USA BMX fail to provide the public records to the City within a reasonable time it may also be subject to penalties under section 119.10, Florida Statutes. USA BMX shall:

i. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.

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

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

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

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

TRADE SECRETS

Any material submitted to the City that USA BMX contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, USA BMX shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City for records designated by the Agreement as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by USA BMX. USA BMX shall indemnify and defend the City, its employees, agents, assigns, and successors from any and all claims,

causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

Local Organization: City of Port St. Lucie, FL

_____

By: _____
(Signature) (Title) (Date)

By: _____
(Signature) (Title) (Date)

Track Name/BMX Facility: Port St. Lucie BMX

Track Number: #

DO NOT SIGN IN THE BOX BELOW – FOR USA BMX USE ONLY!

American Bicycle Association (USA BMX)

By: Chief Executive Officer/CEO
(Signature) (Title) (Date)

Please return completed form with signatures to: USA BMX, P.O. Box 718, Chandler, AZ, 85244

PLEASE SIGN AND RETURN ALL FOUR PAGES OF THIS AGREEMENT

Agenda Summary

2026-285

Agenda Date: 3/23/2026 **Agenda Item No.:** 7.k

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Sole Source Contract #20260158 for Fingerprint Capture and Enhancement System Core with Foster & Freeman USA Inc.

Submitted By: India Barr, Procurement Contracting Officer II, Procurement Management Division (PMD).

Strategic Plan Link: The City's Goal of a high-performing city government organization.

Summary Brief (Agreements/Contracts only)

1. Prepared by: India Barr, Procurement Contracting Officer II, (PMD).
2. Parties: City of Port St. Lucie and Foster & Freeman USA Inc.
3. Purpose: Purchase of the DCS6 (Digital Crime Scene 6) Fingerprint Capture and Enhancement System Core, a forensic imaging and analysis platform, from Foster & Freeman USA Inc. for operational deployment in latent print documentation and digital enhancement workflows.
4. New/Renewal/Modified: New.
5. Duration: One-time purchase which includes a four (4) year subscription.
6. Benefits to Port St. Lucie: The DCS6 Fingerprint Capture and Enhancement System Core strengthens the City’s forensic capabilities and improves the efficiency of criminal investigations. This advanced platform enables high-resolution capture and digital enhancement of latent fingerprints, producing clearer, court-ready evidence that supports more accurate identifications and stronger prosecutorial outcomes. By streamlining the documentation and analysis of forensic evidence, the system reduces investigative turnaround times, enhances case throughput, and minimizes reliance on external laboratory services. These improvements directly contribute to faster suspect identification, improved public safety, and long-term cost savings through increased in-house forensic capacity.
7. Cost to Port St. Lucie (Annual and Potential): Estimated expenditure not to exceed $168,378.68.

Presentation Information: N/A.

Staff Recommendation: Move that the Council waive formal bidding, per City Code of Ordinances, Section 35.08(a)(25)(a)(1) and approve Sole Source Contract #20260158 for Fingerprint Capture and Enhancement System Core with Foster & Freeman USA Inc.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve Sole Source Contract #20260158 for Fingerprint Capture and Enhancement System Core with Foster & Freeman USA Inc.
2. Move that the Council not approve and provide staff with direction.

Background: The multi-component laboratory imaging and capture system currently in use is no longer supported following the closure of SPEX Forensics in the summer of 2025. The proposed DCS6 system will not only replace the existing fingerprint imaging platform but will also significantly enhance functionality. It surpasses the capabilities of the former Reflective Ultraviolet Imaging System (RUVIS) by incorporating advanced lighting controls, interchangeable filtered lenses, and enhanced alternate light source imaging options.

Issues/Analysis: The DCS6 represents the latest generation of Foster & Freeman's forensic imaging and evidence documentation systems. It is an integrated workstation designed for the detection, capture, and enhancement of latent, patent, and contaminated impressions. In addition to fingerprint work, the DCS6 is designed to document a wide range of forensic materials including trace evidence, questioned documents, and surface-borne markings using specialized lighting, filters, and digital enhancement tools. Its comprehensive imaging platform allows forensic personnel to visualize ridge detail and other evidentiary features that may be difficult or impossible to detect with conventional methods, thereby improving the accuracy, efficiency, and reliability of forensic examinations. The PD’s CSI Manager has compared the equipment from Safariland Group and several other vendors. No other vendor offers this equipment. All other systems are not comprehensive, do not offer the equipment in its entirety, and would require a larger budget purchase.

Financial Information: Funds are appropriated in the General Fund/CID/Machinery & Equipment (#001-2115-564400-00000).

Special Consideration: N/A.

Location of Project: N/A.

Attachments:

1. Signed Contract.
2. Sole Source Approval.
3. Foster & Freeman Proposal.
4. Sole Source Notice.

NOTE: All of the listed items in the “Attachment” section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26064-02.

Legal Sufficiency Review:
Reviewed by Alyssa Lunin, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

AGREEMENT BETWEEN THE
CITY OF PORT ST. LUCIE, FLORIDA
AND
FOSTER AND FREEMAN USA, INC.
FOR
FINGERPRINT CAPTURE AND ENHANCEMENT SYSTEM CORE

THIS AGREEMENT is made and entered into as of the date last entered below by and between the **CITY OF PORT ST. LUCIE,** a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34896 ("City") and **FOSTER & FREEMAN USA INC**. whose mailing address is 20145 Ashbrook Place # 190 Ashburn, VA. 20147 ("Contractor"). City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

WITNESSETH

WHEREAS, the City requires goods and services of Contractor pursuant to Contractor's proposal #Q225933 to the City dated March 10, 2026 attached as Exhibit A ("the Contractor's Proposal"); and

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions:

Section 1. Whereas. The "whereas" clauses are hereby incorporated herein as forming the intent, purpose, and scope of this Agreement.

Section 2. **Terms.** The parties agree to the following terms and conditions:

A. Term. This Agreement shall be effective from the date upon which all parties have executed it through delivery of any **Fingerprint Capture and Enhancement System Core** purchased through a City Purchase Order ("PO"). Agreement includes a four (4) year subscription which is included in the quote.

B. Purchase Orders. Unless otherwise specified, purchase of the **Fingerprint Capture and Enhancement System Core** by the City will be accomplished by submitting a PO to Contractor, indicating the amount and price, as offered in the Contractor's Proposal. Invoice or Invoices will not be paid until all item(s) on this PO are received in full, unless prior approval for partial payment has been made and is indicated on the face of the PO.

C. Delivery. Transportation Charges on all shipments must be fully prepaid by Contractor. All shipments are FOB Destination; title transfer will take place at delivery

site. All freight changes all to be included on the invoice or visa receipt. C.O.D. shipments will not be accepted. Unless otherwise specified on the face of the PO, all deliveries are to be made during the hours 8:00 a.m. to 3:00 p.m., Monday through Friday, excluding holidays.

D. Delivery Address:
Police Department
121 SW port St. Lucie Blvd. Building C
Port St. Lucie, Florida 34984

E. This Agreement, and any PO issued relating to this Agreement, is subject to the terms and conditions contained on the City' website: STANDARD TERMS AND CONDITIONS CITY OF PORT ST. LUCIE PURCHASE ORDER (cityofpsl.com). However, in the case of a conflict between this Agreement and the City's standard terms and conditions, this Agreement controls.

F. Government Appropriation. The parties acknowledge and agree that, if any purchases are made beyond City's current fiscal year (on or after October 1st), such purchases made under this Agreement are contingent upon an annual budget appropriation by the City Council.

G. Tax Exemption. The City may be tax exempt and will share its tax-exempt certificate upon request.

H. Sovereign Immunity. Nothing in this Agreement, nor in any PO issued related to this Agreement, shall be deemed or otherwise interpreted as waiving City's sovereign immunity protections existing under the laws of the State of Florida, or extending or increasing the limits of liability as set forth in Section 768.28 Florida Statutes.

Section 3. **Notice.** Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the City Manager at the address listed above.

Section 4. **Public Records.** Contractor understands that City is a public entity whose records are available and open to the public for review and inspection. Contractor agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the City to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners. (*See* http://dos.myflorida.com/library-archives/records-management/general-records-schedules).

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

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

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

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

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

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

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

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

CITY CLERK
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984
(772) 871-5157
PRR@CITYOFPSL.COM

Section 5. Scrutinized Vendors List. By entering into this Agreement with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Agreement if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

Section 6. Law, Venue, Attorney's Fees, and Wavier of Jury Trial. This Agreement 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 Agreement, arising from this Agreement, or related to this Agreement, shall be in St. Lucie County, Florida.

The parties to this Agreement hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

Section 7. Indemnification. Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Agreement. To that extent, Contractor shall pay any and all such claims and losses and shall pay any and all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Agreement.

Contractor understands the City is a government entity, so any provision that Contractor even purports, in any document or information, requires the City to indemnify, defend, or hold harmless the Contractor, or any other party, is null, void, and unenforceable

Section 8. Insurance. 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 Agreement, insurance coverage limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Agreement.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement 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 Agreement.

Workers' Compensation Insurance & Employer's Liability: 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(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Contractor shall agree to maintain 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

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) 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. Coverage shall apply on a primary and non-contributory basis. 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. 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.

Except as to Workers' Compensation and Employers' Liability insurance, 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 Liability policies. 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 shall be listed as additional insured and shall include Contract #20260158, Fingerprint Capture and Enhancement System Core** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days

written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. 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 endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: 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 contractor 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 and non-contributory basis.

Waiver of Subrogation: By entering into this Agreement, Contractor agrees 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.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the contractor for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language, "when required by written contract." If Contractor, any independent contractor, or any subcontractor maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

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 is not obligated, 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 Agreement. 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 is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement.

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

Section 9. Audits. The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of this Agreement for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursements supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt, and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Agreement kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the

extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

Section 10. E-Verify. In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Agreement.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of this Agreement and any renewals thereafter.
3. The City shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Agreement under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Agreement was terminated. The parties agree that such a cause of action shall be filed in accordance with the Venue provision, as provided herein.

Section 10. Construction. The title of the section and paragraph headings in this Agreement are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Agreement as a whole. The use of the term "including" in this Agreement shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute,

or ordinance in place at the time the Agreement is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Agreement and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Agreement. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Agreement.

Section 11. Merger. This Agreement and the Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 12. Discriminatory, Convicted, and Antitrust Violator Vendor Lists. Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Section 13. Cooperation with Inspector General. Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

IN WITNESS WHEREOF, the parties are duly authorized to bind their respective entities hereto and have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year entered below.

SIGNATURE PAGE FOLLOWS

CITY OF PORT ST. LUCIE,
A Florida Municipal Corporation

_____
Caroline Sturgis
Director, Office of Management & Budget

Date:_____

CONTRACTOR
Foster and Freeman USA, Inc.

Walter Hiller
_____
Authorized Representative's Name
Authorized Representative

Date: 03/10/2026

Sole Source Justification Form

Vendor: Foster and Freeman US Inc

Department: Police Department, Criminal Investigations Division

Is this purchase for Supplies, Services, or Construction: Supplies/Equipment

Is this a onetime purchase Y/N: Yes

Estimated expenditure for the current term of contract, one time purchase or annually:
One Term, $168,378.68

Check the box below that applies to the proposed purchase.

- [x] The Supply, Service, or Construction is available from only one source.
- [ ] Supplies, Services, or Construction is a proprietary item, there is not more than one potential bidder or offeror for that item.
- [ ] The vendor is the manufacturer, and no other distribution channel is available.
- [ ] The Vendor is the sole authorized dealer or reseller for a specified region.
- [ ] Required items are proprietary to the Vendor.
- [ ] Compatible with existing software.
- [ ] Compatible with existing equipment.
- [ ] Repair, maintenance or modification of existing equipment.
- [ ] Upgrade to proprietary software or hardware.
- [ ] Must match existing equipment.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

CSI Manager Smith — 1.28.26

Requisitioned by: Signature — Department Director/Designee — Date

****Sole sources are required to be publicly posted by the Organization for seven (7) days business days not including holidays before approval. ****

1. Detailed Description of services and/or items: Describe the product/service you are requesting and its function.
The multi-component laboratory imaging and capture system currently in use is no longer supported following the closure of SPEX Forensics in the summer of 2025. The proposed DCS6 system will not only replace the existing fingerprint imaging platform but will also significantly enhance functionality. It surpasses the capabilities of the former Reflective Ultra Violet Imaging System (RUVIS) by incorporating advanced lighting controls, interchangeable filtered lenses, and enhanced alternate light source imaging options.
2. Justification for Sole Source/Special Circumstances: Explain why this vendor is the only source from which to obtain this product or service.
The DCS6 (Digital Crime Scene 6) represents the latest generation of Foster + Freeman's forensic imaging and evidence documentation systems. It is an integrated workstation designed for the detection, capture, and enhancement of latent, patent, and contaminated fingerprints, as well as trace and document evidence. The proposed configuration includes the following core components and enhancements: 1. DCS6 Core Imaging System 2. DCS6 RUVIS Camera, Lens, Lighting and Filtering (Kit 022) 3. DCS6 Cylindrical Surface Unwrapper (DCS6/CSU) 4. DCS6 FLS Light Source (Kit 007) Foster and Freeman are the sole source provider for this equipment. All other systems only provide partial components.
3. Efforts to Identify Other Vendors: Describe steps taken to make this determination, vendors contacted, etc.
CSI Manager Smith has compared this equipment Safariland, Searchie Inc, and several other vendors. No other vendor offers this equipment. All other systems are not comprehensive, do not offer the equipment in its entirety, and would require a larger budget purchase.
4. Provide written justification demonstrating the proposed price is fair and reasonable. This may include, but not limited to, historical pricing comparisons, market research, catalog pricing, or relevant supporting documentation. All evidence must be included with this request.
Comparative Evaluation Evaluation Criteria DCS6 System (Foster + Freeman) was compared to Legacy SPEX System / Alternatives. Manufacturer Support: Foster and Freeman are an active company with global service, updates, and parts availability. Legacy SPEX is discontinued and closed in 2025. Imaging Capabilities: Foster and Freeman offer high resolution digital camera with integrated spectral lighting. Legacy SPEX offer lower resolution with limited spectrum coverage. RUVIS Functionality: Foster and Freeman kit 022 provides enhanced non-contact UV fingerprint detection. Legacy SPEX has no upgrade for this or support to offer it. Cylindrical Surface Imaging: DCS6/CSU Unwrapper enables imaging or curved items. This is not available with Legacy or its competitors. Software Integration:DCS6 proprietary capture and enhancement suite. Legacy this is an obsolete program and unsupported. Training and Support: Provided by Foster and Freeman. None is available for Legacy or competitors. Maintenance and Warranty: Comprehensive coverage through Foster and Freeman. Legacy this is not available.

1200

GL Code (Include Project String, if applicable): _____

IDENTIFY TYPE OF FUNDING:

- [x] **LOCAL**
- [ ] **IDENTIFY IF STATE**
- [ ] **FEDERAL**
- [ ] **OR OTHER FUNDING**

(PROCUREMENT MANAGEMENT DIVISION USE) ONLY)

Sole Source No. 20260158 - Fingerprint Capture and Enhancement Core System Date: 01/30/2026

Posted Date: 01/30/2026 From: 02/13/2026 (7 BUISNESS DAYS)

Approved [X] Disapproved [ ]

Signature of Approver/Designee

03/10/26
Date

Reason for Disapproval

OpenGov

+ Create

PENDING

Sole Source Notice - Fingerprint Capture and Enhancement System Core

Police

68000, 68041, 68048, 68093, 72560... show all

Project ID: 20260158

Release Date: Friday, January 30, 2026

Due Date: Friday, February 13, 2026 4:00pm

Posted Friday, January 30, 2026 3:00pm

All dates & times in Eastern Time

Edit Preview

Responses

List of vendor responses submitted for the project

No responses have been submitted yet.

As vendors complete their responses they will be displayed here. Check back later to review your responses.

Or if you have received responses externally, you can click the button below to manually add responses.

+ Add Response

EXHIBIT A

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Federal Tax ID No. 56-2316854
GST/HST No. 81939 6300 RT0001
www.fosterfreeman.com

Your Reference: DCS 6 Core w RUVIS

Our Reference: PORTS001

Quote Reference: Q225933

Date: March 10, 2026

Port St. Lucie Police Depart
121 SW Port St. Lucie Blvd.
Port St. Lucie
Florida 34984
USA

Attention of Joel Smith

QUOTATION Q225933 - FOR THE SUPPLY OF:

LINE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	SUB TOTAL
1	**DCS6 FINGERPRINT CAPTURE AND ENHANCEMENT SYSTEM - CORE (DCS6/SYS/CORE/HARDWAREONLY)** **DCS6 COPY STAND, COMPUTER, MONITOR AND FULL SOFTWARE (DCS6/KIT/001)** **Comprising:** 32" MONITOR (DCS5/MON32)- 4K monitor with UltraColor - 32" (viewable 31.5"/80cm - 4K UHD (3840 x 2160) PHOTOGRAPHIC ACCESSORY PACK (DCSL/075)Comprising: Photographic Blackout Cloth (DCSL/049) - Black rubberised fabric for reducing unwanted ambient light during photography - Size 1.5m (60") x 1.35m (72") approx. Air Blower (DCSL/072) - For removing dust from lenses and camera filters Lens Cloth (DCSL/073) - High quality cleaning cloth ideal for lenses, LCD screens etc. - Washable and supplied in a rigid plastic case Lens Cleaning Wipes (DCSL/074) - Pack of disposable, lint free wipes for cleaning lenses and camera filters DCS6 COPY STAND WITH STORAGE (DCS6/STAND) Copy stand with mounting point for DCS6 camera and Crime-lite 8x4, weightless motion with positional lock off Integrated storage of light guides, all DCS compatible lenses and filters, Crime-lites (8x4s and 82S) and various accessories Two mounting points for flexible arm (one supplied), allowing mounting of light guides, Crime-lite 82S or exhibits	1	73,557.11	73,557.11

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Date: March 10, 2026

Size: H 134.4 cm x W 100 cm x D 72.3 cm

DCS6 FINGERPRINT CAPTURE AND ENHANCEMENT SOFTWARE
(DCS6/FULLSOFTWARE)
Integrated software for fingerprint image capture, validation, enhancement through to final output at 1:1
- Dedicated application specific toolboxes to simplify the enhancement of fingerprint images. Each toolbox provides enhancements specific to different types of fingerprint treatments and/or backgrounds. Additional enhancement tools are provided for advanced users
- Full forensic audit trail in simple language covering full history of image from image origin to image output
- Automatic image authentication using 'ITD - Image Tamper Detection'
- User defined case work management ensures all related images and support files are stored together
- Archive management allowing backup to network location, local disc, external hard drives and/or USBs.
Monitoring of archive status ensures archiving is up to date
- Pre-calibrated and custom 1:1 image printing with options to print enlargements and non-standard image sizes
- Customised enhancement for third level fingerprint examination, this process will highlight pore and ridge detail giving clear visibility of pore and ridge positions and shapes.
- Image annotation allowing for the marking of characteristics in fingerprint images.
- Simultaneous image output to multiple locations including local printers, AFIS and Minilab
- Administrator settings control allowable user activities
- Monitor resolution: 3840 x 2160 recommended, 1920 x 1080 minimum
- Operating system: Windows 11 64bit
- Available languages: English, French, German, Spanish, Russian, Portuguese, Chinese (simplified and traditional), Italian, Arabic, Polish (others languages can be provided at extra cost).
Camera control:
- Supported camera, NIKON Z9 modified for colour/UV and IR imaging
- Full spectrum, live view, full screen viewing of all images from UV to IR (depending on lens selection)
- Live view auto and manual tuning of camera white balance
- Capture preview images as RAW files supported from the camera interface
Light source support:
- Full on-screen control of Crime-lite 8x4 (MK2 and MK4)
- Full on-screen control of Crime-lite FLS
NOTE: DCS5 cameras such as Nikon D5/D6 are NOT supported in DCS6 software.

DCS6 COMPUTER SYSTEM
(DCS6/COMP)Computer (Minimum Specification):

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Date: March 10, 2026

i7 equivalent
32GB RAM
1 x 512Gb SSD
1 x 2TB SATA HDD
DVD RW Drive
6 x USB 2.0 or 3.0 ports rear
Network interface Integrated Gigabit (10/100/1000) via RJ45 connector
Min 8GB Graphics Adaptor
Minimum display connection DisplayPort
Multimedia Card Reader
external XQD card reader
Windows 11 64 Bit
Wired USB plus Wireless USB Optical Scroll Mouse
2TB external HDD

DCS6 CAMERA
(DCS6/KIT/002)
Comprising:
NIKON Z9 DIGITAL MIRRORLESS CAMERA WITH ACCESSORIES
(DCS6/CAM/Z9)
Pre-configured, ready to use with DCS6

Specifications include:
45.7 Megapixels
Sensor size Full Frame
Sensor type CMOS
Sensor size 35.9 mm x 23.9 mm
Maximum resolution 8256 x 5504
HD Movie mode 4k possible from separate monitor if required 1080 resolution built into DCS6 software
- adapted to allow capturing in UV (365nm) to IR (1000nm)

Other items included:
- cables and power adapter

CAMERA BUBBLE LEVEL
(DCS5/LEVEL)
Manfrotto 337 hot-shoe two axis bubble level

IR CAMERA FILTERS
(DCS6/KIT/003)
Comprising:
IR CAMERA FILTER FOR DCS5 72MM WITH ANTI-GLARE COATING 715NM
(DCS5/IRF1)
- Schott RG715 long pass filter glass (1% cut-on wavelength at 693nm, nominal)

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- reflective long pass dielectric filter coating deposited on to Schott glass to suppress auto-fluorescent emissions of filter glass
- maximum anti-glare performance when used with high power light sources
(note: 70mm diameter glass fitted in 72mm diameter threaded holder)
- requires step down ring 77mm to 72mm for use with DCS4/LENS/PCE85 (DCS5/SDR77-72)
- requires step up ring 62mm to 72mm for use with DCS4/LENS/AF105 or QCL273/ (QCL/212)
- requires step up ring 52mm to 72mm for use with DCS5/LENS/UVIR (DCS5/SUR52/72)

NOTE: Adaptors are supplied with the individual lenses

IR CAMERA FILTER FOR DCS5 72MM WITH ANTI-GLARE COATING 780NM
(DCS5/IRF2)
- Schott RG780 long pass filter glass (1% cut-on wavelength at 751nm, nominal)
- reflective long pass dielectric filter coating deposited on to Schott glass to suppress auto-fluorescent emissions of filter glass
- maximum anti-glare performance when used with high power light sources
(note: 70mm diameter glass fitted in 72mm diameter threaded holder)
- requires step down ring 77mm to 72mm for use with DCS4/LENS/PCE85 (DCS5/SDR77-72)
- requires step up ring 62mm to 72mm for use with DCS4/LENS/AF105 or QCL/273 (QCL/212)
- requires step up ring 52mm to 72mm for use with DCS5/LENS/UVIR (DCS5/SUR52/72)

NOTE: Adaptors are supplied with the individual lenses

IR CAMERA FILTER FOR DCS5 72MM 850NM
(DCS5/IRF3)- schott RG850 long pass filter glass (1% cut-on wavelength at 840nm, nominal)
- reflective long pass dielectric filter coating deposited on to Schott glass to suppress auto-fluorescent emissions of filter glass
- maximum anti-glare performance when used with high power light sources
(note: 70mm diameter glass fitted in 72mm diameter threaded holder)
- requires step down ring 77mm to 72mm for use with DCS4/LENS/PCE85 (DCS5/SDR77-72)
- requires step up ring 62mm to 72mm for use with DCS4/LENS/AF105 or QCL/273 (QCL/212)
- requires step up ring 52mm to 72mm for use with DCS5/LENS/UVIR (DCS5/SUR52/72)

NOTE: Adaptors are supplied with the individual lenses

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A/G CAMERA FILTER 900NM 72MM
(QCL/282)- based on schott RG850 long pass filter glass (1% cut-on wavelength at 870nm, nominal)
- special sharp cut output coating
- reflective long pass coating to suppress auto-fluorescent emissions of filter glass for maximum optical performance when used with high power light sources
(note: 70mm diameter glass fitted in 72mm diameter threaded holder)

72MM MAGNETIC FILTER HOLDERS (Quantity x 4.0)
(DCS5/MAG72H)
- Magnetic filter holder for DCS5
- Holds any lens filter with 72mm diameter thread
- Requires Magnetic Lens Adaptor

LIGHT GUIDE KIT
(DCS6/KIT/004)
Comprising:
RINGLIGHT
(DCSL/024)- 4" Diameter
- Use with polariser ring DCSL/025 (supplied separately)

POLARISER FOR RINGLIGHT
(DCSL/025)- For use with 4" ring light DCSL/024
- Spare ball plungers available

SLOTTED SCREWDRIVER 2X0.3MM TIP 147MM
(DCSL/061)- 2mm blade
- Use for adjusting polarising ring DCSL/025 on 4" ring light DCSL/024

BACKLIGHT 4X5
(DCSL/026)- Also known as Light Paddle
- 100 x 125 mm (4"x5") illuminated area
- Use with Colour Adaptor DCSL/027 (see below as listed as separate item)

COLOUR ADAPTOR >>>>
(DCSL/027)- Must be used to prevent melting of light fibres when using colour filters
- Fits over protective IR filter on end of light bundle

SINGLE FLEXIBLE FIBREOPTIC BUNDLE
(QCL/CI/14)- length 960mm
- connects to QCL/CI/15
Application: used for: flexible side illumination

DARK FIELD RINGLIGHT
(DCS4/LTDARK)- For radial oblique lighting for 3D indented fingerprint marks, e.g. in dust, putty or hot melt glue

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- NSN 6240-99-348-2238

DCS6 LONG GOOSENECK
(DCS6/LGN)
- gooseneck length (each): 430mm
- fibre bundle length: 750mm
Application: used for side illumination

DCS6 COAXIAL LIGHT BOX
(DCS6/COAX)
must be used with QCL/CI/14, which is supplied in KIT/004
- field of view: 7 x 9cm, focal distance: 8cm
- dims, W: 170mm, L: 235mm, D: 70mm
- used for co-axial illumination

HEXAGONAL 1.5MM TIP SCREW DRIVER
(RS243-910)
HALOGEN FIBRE OPTIC LIGHT SOURCE AND FILTERS (DCS6/KIT/006)
Comprising:
PHILIPS EKE 21V 150W BULB
(DCSL/002)21V, 150W
250 hours rated life dependant on operating conditions
NSN 6240-99-667-7669

FILTER CYAN BLUE
(DCSL/003)
FILTER-GREEN
(DCSL/004)
FILTER YELLOW
(DCSL/005)
FILTER- RED
(DCSL/006)
FILTER DAYLIGHT
(DCSL/007)
FERRITE
(74271132)
LIGHT PIPE COLLAR (Quantity x 5.0)
(255-117-00)
HALOGEN FIBRE OPTIC RISK GROUP LABEL
(271-117-AW-00)
NAVITAR RING MODIFICATION
(271-226-DR-00)
COLLAR WARNING LABEL (Quantity x 10.0)
(271-230-AW-00)
M3X3 SET SCREW CUP POINT BLACK (Quantity x 30.0)
(FIX176)
DCS6 MACRO LENS AND VIS PASS FILTER KIT (DCS6/KIT/008)
Comprising:

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105MM LENS FOR DCS6 WITH Z MOUNT
(DCS6/LENS/105/Z9)
105mm macro lens suitable for visible and IR photography
- maximum aperture f/2.8
- maximum reproduction ratio 1:1
- precision auto and manual focus
- filter thread size 62mm

VISIBLE PASS FILTER DCS5
(DCS5/VPF2)- visible colour balancing filter for DCS6 62mm 400-700nm
- to be used with DCS4/LENS/AF105 or QCL/273
(note: 60mm diameter glass fitted in 62mm diameter threaded holder)

72MM MAGNETIC FILTER HOLDERS
(DCS5/MAG72H)
- Magnetic filter holder for DCS5
- Holds any lens filter with 72mm diameter thread
- Requires Magnetic Lens Adaptor

STEP DOWN RING 72MM-62MM
(QCL/200)
CIRCULAR POLARISING FILTER FOR DCS5 62MM
(DCS5/CPF2)- Professional grade circular polarising filter for DCS5 62mm diameter
- for use with DCS4/LENS/AF105 or QCL/273

DCS6 CL8X4 MK2 WHITE LIGHT AND VIS FLUORESCENCE INCLUDES FILTE
(DCS6/KIT/012)
Comprising:
DCS6 8X4 BELLOWS
(DCS6/8X4/BELLOWS)
- large bellows to enable safe examination of objects
- maximum coverage area – 290 x 225mm, maximum extension - 210mm

8X4 FILTER CASE
(DCS6/8X4/FC)
- holds up to 18 x Crime-lite 8x4 filters and bellows
- foam inserts
- size H 299mm x L 446mm x D 301mm

8X4 RINGLIGHT HEAD VERSION 2
(QCL/231X8)Crime-lite 8x4 fitted with 32 high efficiency surface mount LEDs, configured in a ring light for even illumination of up to 98 colour combinations comprising:
- 4 x white LED 400-700nm, 10 intensity and 10 colour temperature settings
- 4 x UV LED peak at 365nm, 10% intensity bandwidth of 350-380nm.

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- 4 x violet LED peak at 410nm, 10% intensity bandwidth of 395-425nm.
- 4 x blue LED peak at 445nm, 10% intensity bandwidth of 420-470nm.
- 4 x blue/green LED peak at 475nm, 10% intensity bandwidth of 445-510nm.
- 4 x green LED peak at 520nm, 10% intensity bandwidth of 480-560nm.
- 4 x orange LED peak at 590nm, 10% intensity bandwidth of 570-610nm.
- 4 x red LED peak at 640nm, 10% intensity bandwidth of 600-660nm.

Features include:

- 2 detachable handles to simplify removal of light from copy stand mount
- Optimum working distance 150mm.
- Illumination area at 150mm, 140mm diameter.
- Maximum lens diameter to fit inside ring, 85mm.
- 2 segment digital display.
- 24V DC input
- Classified to EN62471
- Software and USB cable included to enable optional control of Crime-lite 8x4Mk2 from a Windows PC
- camera synchronisation port and lead for Phosphorescence imaging (for use with Phosphorescent fingerprint powders)

8X4 RINGLIGHT FILTER GG420

(QCL/230X8)- Schott GG420 long pass filter glass (1% cut-on wavelength at 408nm, nominal)

- reflective long pass coating to suppress auto-fluorescent emissions of filter glass for maximum optical performance when used with high power light sources
- 70mm diameter glass fitted to Crime-lite 8x4 slide mount

8X4 RING LIGHT FILTER GG455

(QCL/181X8)- Schott GG455 long pass filter glass (1% cut-on wavelength at 435nm, nominal)

- reflective long pass coating to suppress auto-fluorescent emissions of filter glass for maximum optical performance when used with high power light sources
- 70mm diameter glass fitted to Crime-lite 8x4 slide mount

8X4 RING LIGHT FILTER GG495

(QCL/182X8)- Schott GG495 long pass filter glass (1% cut-on wavelength at 476nm, nominal)

- reflective long pass coating to suppress auto-fluorescent emissions of filter glass for maximum optical performance when used with high power light sources
- 70mm diameter glass fitted to Crime-lite 8x4 slide mount

8X4 RING LIGHT FILTER OG515

(QCL/183X8)- Schott OG515 long pass filter glass (1% cut-on wavelength at 495nm, nominal)

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- reflective long pass coating to suppress auto-fluorescent emissions of filter glass for maximum optical performance when used with high power light sources
- 70mm diameter glass fitted to Crime-lite 8x4 slide mount

8X4 RING LIGHT FILTER OG530
(QCL/184X8)- Schott OG530 long pass filter glass (1% cut-on wavelength at 510nm, nominal)
- reflective long pass coating to suppress auto-fluorescent emissions of filter glass for maximum optical performance when used with high power light sources
- 70mm diameter glass fitted to Crime-lite 8x4 slide mount

8X4 RING LIGHT FILTER OG550
(QCL/185X8)- Schott OG550 long pass filter glass (1% cut-on wavelength at 529nm, nominal)
- reflective long pass coating to suppress auto-fluorescent emissions of filter glass for maximum optical performance when used with high power light sources
- 70mm diameter glass fitted to Crime-lite 8x4 slide mount

8X4 RING LIGHT FILTER OG570
(QCL/186X8)- Schott OG570 long pass filter glass (1% cut-on wavelength at 549nm, nominal)
- reflective long pass coating to suppress auto-fluorescent emissions of filter glass for maximum optical performance when used with high power light sources
- 70mm diameter glass fitted to Crime-lite 8x4 slide mount

8X4 RING LIGHT FILTER OG590
(QCL/187X8)- Schott OG590 long pass filter glass (1% cut-on wavelength at 571nm, nominal)
- reflective long pass coating to suppress auto-fluorescent emissions of filter glass for maximum optical performance when used with high power light sources
- 70mm diameter glass fitted to Crime-lite 8x4 slide mount

8X4 RING LIGHT FILTER RG610
(QCL/188X8)- Schott RG610 long pass filter glass (1% cut-on wavelength at 593nm, nominal)
- reflective long pass coating to suppress auto-fluorescent emissions of filter glass for maximum optical performance when used with high power light sources
- 70mm diameter glass fitted to Crime-lite 8x4 slide mount

8X4 RING LIGHT FILTER RG630
(QCL/189X8)- Schott RG630 long pass filter glass (1% cut-on wavelength at 613nm, nominal)
- reflective long pass coating to suppress auto-fluorescent emissions of filter glass for maximum optical performance when used with high power light sources
- 70mm diameter glass fitted to Crime-lite 8x4 slide mount

8X4 RING LIGHT FILTER RG645

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(QCL/207X8)- Schott RG645 long pass filter glass (1% cut-on wavelength at 624nm, nominal)
- reflective long pass coating to suppress auto-fluorescent emissions of filter glass for maximum optical performance when used with high power light sources
- 70mm diameter glass fitted to Crime-lite 8x4 slide mount

2	**DCS6 RUVIS CAMERA, LENS, LIGHTING & FILTERING (DCS6/KIT/022)**	1	26,050.49	26,050.49

DCS6 RUVIS CAMERA
(DCS6/RUVIS/CAM)
- 8.1 MP monochrome C-mount camera
- Sensitivity from 200-1100nm
- Sensor 2/3” CMOS
- Resolution 2840 x 2840 pixels
- Up to 44 fps
- USB 3.0 interface

DCS6 RUVIS LENS
(DCS6/RUVIS/LENS)
- 35mm f/2.8 UV/VIS lens
- C-mount 2/3” format
- High resolution
- Low distortion <0.2%
- Designed for 200-1000nm

DCS6 RUVIS 280NM FILTER
(DCS6/RUVIS/FILTER1)

- 280nm narrow bandpass filter
- 10nm FWHM
- Transmission >60%
- Allows short wave UV reflection imaging with room lights on

CRIME-LITE 82S PRO UV280
(QCL/82SPRO/UV280)
- 16 x HIGH EFFICIENCY SURFACE MOUNT LEDs
- 10% band width 265-295 (nominal)
- peak at 280nm
- dimmable homogenous light beam
- Three intensity settings (low, medium, high)
- dual UV emission warning LEDs and key switch
- weight: 550g
- handle dia 43mm, head 53mm x 65mm, overall length 210mm
- forced air cooling with built in thermal protection
- designed for use with 18V Lithium Ion batteries (offered separately)
- flat battery indicator LED
- information sheet and wavelength output certificate

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- classified to Risk Group 3
- supplied with safety gloves and full face visor

3	**DCS6 CYLINDRICAL SURFACE UNWRAPPER (DCS6/CSU)** For generating a 2D image from a 3D cylindrical surface. Examples of items are bullets, bullets casings and cartridges, pens/pencils, small screwdrivers, syringes etc. Max. Dimensions (mm): 85 x 330 x 110 (W x L x H) - internal and external clamping jaws with locking. - clamping diameter Range: min Ø15- Ø55mm internal diameter, max Ø45mm external diameter - reversible tailstock alignment guide - max length of object as standard: 250mm - 12V Power input - Power output for Polarised Light Tunnel (DCS5/UPL (available separately)) - USB-2 interface - includes Electronic Digital Vernier Caliper, with Extra-Large LCD Screen and 150mm 0-6" Inch/Metric/Fraction Conversion, Stainless Steel NOTE: THIS GUIDE IS NOW REMOVABLE FOR HOLDING OBJECTS LONGER THAN 250mm IF REQUIRED but this does not increase the 250mm viewing distance between the 2 clamping points	1	9,293.64	9,293.64
4	**DCS6 BASIC PRODUCT TRAINING** On-site installation and training for DCS6 by an experienced Applications Specialist over two site visits. This includes unpacking and setup of the DCS6, followed by hands-on operator training. The session covers light theory, system operation using realistic samples, software and hardware overview, and equipment care. Training certificates are issued upon demonstrated proficiency. Costs are based on two visits and include all associated expenses. Please allow up to four full working days (typically two initial and two follow up); duration may vary depending on user experience and application.	1	8,700.00	8,700.00
5	**FLS LIGHT SOURCE (DCS6/KIT/007)** For generating a 2D image from a 3D cylindrical surface. Examples of items are bullets, bullets casings and cartridges, pens/pencils, small screwdrivers, syringes etc. Max. Dimensions (mm): 85 x 330 x 110 (W x L x H) - internal and external clamping jaws with locking. - clamping diameter Range: min Ø15- Ø55mm internal diameter, max Ø45mm external diameter - reversible tailstock alignment guide	1	12,044.16	12,044.16

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- max length of object as standard: 250mm
- 12V Power input
- Power output for Polarised Light Tunnel (DCS5/UPL (available separately))
- USB-2 interface
- includes Electronic Digital Vernier Caliper, with Extra-Large LCD Screen and 150mm 0-6" Inch/Metric/Fraction Conversion, Stainless Steel

NOTE: THIS GUIDE IS NOW REMOVABLE FOR HOLDING OBJECTS LONGER THAN 250mm IF REQUIRED but this does not increase the 250mm viewing distance between the 2 clamping points

5	**DSC6 FULL SOFTWARE ANNUAL SUBSCRIPTION LICENSE (DCS6/SSC/1YR)**	4	9,458.32	37,833.28
7	**SHIPPING AND HANDLING**	1	900.00	900.00

2 YEAR STANDARD WARRANTY

EXHIBIT A

foster+freeman
FORENSIC SCIENCE INNOVATION

FOSTER+FREEMAN USA INC.
20145 ASHBROOK PLACE #190
ASHBURN, VA 20147
T: 888 445 5048
F: 888 445 5049
usoffice@fosterfreeman.com

Federal Tax ID No. 56-2316854
GST/HST No. 81939 6300 RT0001
www.fosterfreeman.com

Your Reference: DCS 6 Core w RUVIS

Our Reference: PORTS001

Quote Reference: Q225933

Date: March 10, 2026

TOTAL PRICE	**USD**	**168,378.68**
TOTAL TAX	**USD**	**0.00**
TOTAL VALUE	**USD**	**168,378.68**

DESPATCH PERIOD:

8 working weeks from receipt of order, subject to terms of payment details below. **Please note** despatch times are estimates and will be confirmed at time of order acknowledgement.

TERMS OF DELIVERY:

This price covers delivery including customs clearance, duties and local delivery, but excludes local sales tax.

TERMS OF PAYMENT:

Nett 30 Days from date of invoice Please note that a surcharge of 3% will apply to all credit card payments

BANK DETAILS:

United Bank, McLean, VA. Routing No 056004445, Foster & Freeman USA Inc., Account No. 70061289

VALIDITY UNTIL:
June 10, 2026

SIGNED: Walter Hiller

20260158
SOLE SOURCE NOTICE - FINGERPRINT CAPTURE AND ENHANCEMENT SYSTEM CORE

City of Port St. Lucie

121 SW Port St. Lucie Blvd,
Port St. Lucie, FL 34984

RELEASE DATE: January 30, 2026
RESPONSE DEADLINE: February 13, 2026, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://secure.procurenow.com/portal/cityofpsl

City of Port St. Lucie

Sole Source Notice - Fingerprint Capture and Enhancement System Core

1. Introduction .....
2. Project Details .....
3. Vendor Questionnaire .....

Attachments:
Sole Source Justification

1. Introduction

1.1. Summary

This is not a Request for Proposal, and no solicitation is available. The purpose of this notice is to inform the supplier community and the public that the City of Port St. Lucie intends to enter into a non-competitive contract (commonly referred to as a bid waiver or sole source) for the purchase of a product or service, under the authority of and in accordance with Florida Statute 287.057(3)(c).
By publishing this notice, the City seeks to:

- Enhance transparency in its procurement practices.
- Encourage full and open competition where applicable; and
- Provide potential suppliers with the opportunity to identify themselves.

Suppliers who believe they are qualified are invited to submit a statement of capability to the contact listed in this document. Any responses received as a result of this Notice will be reviewed solely to determine whether a competitive procurement process is warranted. Responses will not be considered proposals, bids, or quotes.

1.2. Timeline

Release Project Date:	January 30, 2026
Proposal Submission Deadline:	February 13, 2026, 4:00pm

1.3. Procurement Contact

India Barr
Procurement Contracting Officer I
City Hall Building A
Port St. Lucie, FL 34983
Email: ibarr@cityofpsl.com
Phone: (772) 344-4055

2. Project Details

2.1. Important Instructions for Electronic Submittals

The City of Port St. Lucie is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov Procurement by signing up at https://procurement.opengov.com/signup. Once you have completed account registration, browse back to this page, click on "Draft Response", and follow the instructions to submit the electronic bid.

2.2. Scope of Work or Project Details

Please see the Attachments section for specifications and attachments.

2.3. Scope of Work

Please provide a summary here:

3. Vendor Questionnaire

3.1. Respondent Submittals (without Cost)*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

(Do not upload cost information in here)

*Response required

3.2. Separate Cost Proposal*

Confirm that your fee proposal is not attached in your Proposal and is attached separately here.

*Response required

3.3. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

☐ Please confirm

*Response required

Agenda Summary

2026-263

Agenda Date: 3/23/2026 **Agenda Item No.:** 10.a

Placement: First Reading of Ordinances / Public Hearing

Action Requested: Motion / Vote

Ordinance 26-24, Public Hearing, an Ordinance Amending Chapter 153, "Definitions" and Section 158.233, "Zoning Code", of the Code of Ordinances of the City of Port St. Lucie. (P25-215).

Submitted By: Marissa DaBreo-Latchman, Environmental Planner II

Strategic Plan Link: The City's Goal of a high-performing city government organization.

Executive Summary (General Business): This application is a city-initiated text amendment to amend the Definitions Chapter (Chapter 153) and the Zoning Code (Section 158.233,) of the City of Port St. Lucie Code of Ordinances. The application will add a definition for Certified Recovery Residence as provided in Chapter 397.311 of the Florida Statutes and add a new subsection (K) Supplemental Procedures for Certified Recovery Residences to Section 158.233 as mandated by the State.

Presentation Information: Staff will provide a presentation

Staff Recommendation: Move that the Council adopt the Ordinance as recommended by the Planning and Zoning Board at their March 3rd, 2026 meeting.

Alternate Recommendations:

1. Move that the Council amend the recommendation and adopt the Ordinance.
2. Move that the Council deny the ordinance and provide direction.

Background: Effective July 1, 2025, the State's regulatory framework for certified recovery residences was updated by the enactment of Chapter 2025-182 and codified in Subsection 397.487(15)(a) of the Florida Statutes. This new legislation mandates that every municipality adopt a specific ordinance establishing local procedures for the review and approval of certified recovery residences within its jurisdiction. While the City currently has general procedures for processing reasonable accommodation requests under the Fair Housing Act, supplemental procedures must be enacted to achieve full compliance with the new state law.

Issues/Analysis: The proposed text amendment to Chapters 153 and Section 158.233 of the Code of Ordinances brings the city into compliance with state directives.

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Business Impact Statement: N/A

Attachments: 1. Ordinance, 2. Staff Report, 3. Exhibit A Chapter 153 Definitions, 4. Exhibit B Section 158.233 Reasonable Accommodation Procedure, 5. Staff Presentation,

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26020-05

Legal Sufficiency Review:
Reviewed by Russell Ward, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

ORDINANCE 26-24

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING CHAPTER 153 - DEFINITIONS, AND SECTION 158.233 – REASONABLE ACCOMMODATION PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (P25-215).

WHEREAS, pursuant to Chapter 2025-182, Laws of Florida, each municipality is required to adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction that comply with the requirements of the statute; and

WHEREAS, Chapter 2025-182, Laws of Florida, requires the enactment of a timeline for the review of applications for certified recovery residences and the automatic granting of requests in the event that a final written determination is not issued timely; and

WHEREAS, The City of Port St. Lucie, Florida ("City") desires to update Section 153.01, as depicted in attached Exhibit A, and Section 158.233, as depicted in attached Exhibit B, of the Port St. Lucie Code of Ordinances, with additions shown and underlined and deletions shown as ~~strikethrough~~; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174, Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment to the Code of Ordinances (P25-215) and submitted its recommendations thereon to the City Council; and

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the Port St. Lucie City Council has found and determined that the adoption of an amendment to Section 153.01, as depicted in attached Exhibit A, and Section 158.233, as depicted in attached Exhibit B, of the City of Port St. Lucie Code of Ordinances will foster and preserve the public health, safety and welfare; improve and protect the environment and value and character of the community; and implement the adopted comprehensive plan.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Ordinance.

Section 2. Section 153.01 is amended only as specifically shown as attached as Exhibit A. Section 158.233 is amended only as specifically shown as attached as Exhibit B. All other

subsections of Section 153.01 and Section 158.233 shall remain unchanged. All remaining provisions of Chapter 158 shall remain in full force and effect.

Section 3. Conflict. If any ordinances or parts of ordinances are in conflict herewith, this Ordinance shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 5. Codification. The provisions of this Ordinance shall be made a part of the Code of Ordinances of the City of Port St. Lucie, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; the word "ordinance" may be changed to "section" or other appropriate word as may be necessary.

Section 6. Effective Date. This Ordinance shall become effective ten (10) days after final adoption on second reading.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2026.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

By: _____
Richard Berrios, City Attorney

City of Port St. Lucie Text Amendment
Chapter 153: Definitions and Chapter 158: Zoning Code
P25-215

SUMMARY

Applicant's Request:	A City initiated text amendment to Chapter 153: Definitions and Section 158.233. Reasonable Accommodation Procedures
Applicant:	City of Port St. Lucie
Project Planner:	Marissa Da Breo-Latchman, Environmental Planner II

Project Description and Analysis

This application is a city-initiated text amendment to amend the Definitions Chapter (Chapter 153) and the Zoning Code (Section 158.233,) of the City of Port St. Lucie Code of Ordinances. The application will add a definition for Certified Recovery Residence as provided in Chapter 397.311 of the Florida Statutes and add a new subsection (K) Supplemental Procedures for Certified Recovery Residences to Section 158.233 as mandated by the State.

Effective July 1, 2025, the State's regulatory framework for certified recovery residences was updated by the enactment of Chapter 2025-182 and codified in Subsection 397.487(15)(a) of the Florida Statutes. This new legislation mandates that every municipality adopt a specific ordinance establishing local procedures for the review and approval of certified recovery residences within its jurisdiction.

While the City currently has general procedures for processing reasonable accommodation requests under the Fair Housing Act, supplemental procedures must be enacted to achieve full compliance with the new state law.

Key additions to Section 158.233 include:

- Establishing a mandatory timeline for the review of certified recovery residence applications.
- The automatic granting of requests if a final written determination is not issued by the City within the specified timeline.
- Restricting the use of a lapsed certification or licensure as a basis for revoking existing accommodation.

The proposed changes are provided as Exhibits "A" and "B" of the staff report with additions shown as underlined and deletion shown as ~~strikethrough.~~

STAFF RECOMMENDATION

The Planning and Zoning Department finds the proposed text amendment to be consistent with the intent and direction of the City's comprehensive plan and recommends approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with 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.

Sec. 153.01. Definitions.

(A) For the purpose of the land development regulations, the following terms, phrases, words and their derivations shall have the meaning contained herein, except where the context clearly indicates or requires a different meaning. Supplemental terms and definitions are defined in specific chapters.

(B) Construction of Words and Phrases.

1. Terms not defined in this Chapter shall be construed in accordance their customary usage and meaning.

2. The following general rules of construction shall govern the interpretation of words and phrases.

   a. The words "shall" or "will" are mandatory.

   b. The word "may" is permissive.

   c. The word "includes" shall not limit a term to the specific examples, but is intended to extend its meaning to all other instances or circumstances of like kind or character.

   d. The words "used" and "occupied" include the words "arranged," "designed," "constructed," "altered," "converted," "rented," "leased," and "intended to be used or occupied."

   e. The words "lot" includes "plot," "parcel" and "tract."

   f. The word "structure" includes the word "building" as well as other things or facilities constructed or erected on the ground, underground or requiring construction or erection on the ground or underground.

   g. The word "land" includes "water surface" and "land under water."

(C) Defined terms:

ABANDONED SIGN. A sign is abandoned if a business advertised on that sign is no longer licensed, or is no longer doing business at that location.

ABUT/ADJACENT. Properties which are either contiguous or separated by a road or drainage right-of-way.

ABUTTING PROPERTY. Any property that is immediately adjacent to or contiguous with property that may be subject to any hearing required to be held under these regulations or that is located immediately across any road or public right-of-way from the property subject to any hearing under these regulations.

ACCESS. The means of ingress and egress to a lot from a dedicated public or private street right-of-way.

ACCESSORY DWELLING UNIT (ADU). A secondary housing unit located on the same parcel as a primary dwelling, characterized by its independence from the primary unit. An ADU includes one bathroom and a kitchen along with a separate external entrance that allows for private independent access. Guest Houses are not considered ADUs.

ACCESSORY USE OR STRUCTURE. A use or structure of a nature customarily incidental and subordinate to the principal use or structure and, unless otherwise provided, on the same lot. On the same lot with respect to accessory uses and structures shall be construed as meaning on the same lot or on a contiguous lot in the same ownership.

ADD-ON SIGN. Any additional sign area added to a previously permitted and/or conforming sign.

ADOPTED LEVEL OF SERVICE. The Level of Service (LOS) adopted in the Comprehensive Plan as referenced in the Capital Improvements Element. The adopted Levels of Service are the regulatory standards to be used in evaluating development order requests for the purposes set forth in this Concurrency Management System.

ADVERTISING. Any form of printed message intended to aid, directly or indirectly, in the sale, use or promotion of a product, commodity, service, activity, or entertainment.

A-FRAME SIGN. A moveable sign not secured or attached to the ground. A sign constructed in such a manner as to form an "A" or tent-like shape, hinged or not hinged at the top; each angular face held at an appropriate distance by a supporting member.

AISLE. The traveled way by which cars enter and depart parking spaces.

ALLEY. A public or approved private way which affords only a secondary means of access to abutting properties and which is not intended for general traffic circulation.

ALTER OR ALTERATION OF VEGETATION. To cut, remove, defoliate, or otherwise destroy leaves, limbs, stems, roots, or other plant parts, dead or alive.

ALTER OR ALTERATION OF STORMWATER SYSTEMS. Work done on a storm water management system other than that necessary to maintain the system's original design and function.

ALTERATION. Any change in size, shape, location, occupancy, character, or use of a building or structure.

AMATEUR RADIO SERVICE. A federally licensed radio communication service for the purpose of self-training, intercommunication and technical investigations, carried out by amateurs that are duly authorized persons interested in radio technique solely with a personal aim, and without pecuniary interest particularly with respect to providing emergency communications. (As per Code of Federal Regulations, Title 47, Part 97).

AMATEUR RADIO ANTENNA. A conductive material, typically aluminum or copper, designed and formed in specific configurations, to send and receive electromagnetic waves by a station licensed to operate in the amateur radio services.

AMATEUR RADIO ANTENNA SUPPORT STRUCTURE. Any permanent structure, such as a mast or tower or any combination thereof, whether ground or roof mounted, freestanding or guyed, used exclusively for supporting an amateur radio antenna.

AMATEUR RADIO ANTENNA AND SUPPORT STRUCTURE OVERALL HEIGHT. The total height of the amateur radio antenna support structure and antenna shall be measured from the mean grade to the highest point of the antenna support structure and antenna. A roof-mounted antenna support structure shall be measured from the established grade adjoining the exterior walls of the structure upon which the antenna or support structure is affixed. A ground-mounted amateur radio antenna support structure shall be measured from the established grade adjoining such antenna or support structure.

AMBIENT LIGHT. The immediate surrounding light.

ANIMATED SIGN. A sign with action or motion using electrical energy, electronic or manufactured sources of supply, or wind actuated elements, including rotating, revolving, or flashing sign against which it is placed, excluding the necessary supports or uprights on which such sign is placed.

ANNUAL RESIDUAL CAPACITY TRIPS. Within a designated "Critical Area of Concurrency (CAOC)" up to 100% of the remaining capacity of the potentially deficient road segment's remaining capacity.

ANNUAL INVENTORY REPORT AND DATA BASE. (See "YEARLY INFORMATION REPORT (YIR) and DATA BASE.")

APPLICANT. Any person or his duly authorized representative who submits plans through any city agency, department or division for the purpose of obtaining approval thereof.

APPLICATION FOR DEVELOPMENT APPROVAL. The application form and all accompanying documents submitted to the city requesting the approval of a Development Order.

AQUATIC AREA. Aquatic areas include tidal water and wetlands and nontidal sloughs, streams, lakes, and wetlands. The upper limit of aquatic areas is the mean high tide line in tidal areas and the ordinary high water line in nontidal areas.

AQUATIC PRESERVE. An exceptional area of submerged lands and its associated waters set aside for being maintained essentially in its natural or existing conditions.

ARCHAEOLOGICAL SITE. A property or location which has yielded or may yield information on the city's history or prehistory. Archaeological sites are evidenced by the presence of artifacts and features below the ground surface indicating the past use of a location by people.

ARCHITECTURAL WALL. A wall designed to complement adjacent development consisting of masonry block with stucco, fluted block, a finished designer block, poured concrete, or pre-cast concrete with a treatment on top such as a cornice, tile band, or similar accent. A pre-cast concrete wall shall be comparable in visual quality to a block wall.

ARTERIAL ROAD. A roadway providing service which is identified as an arterial, major or minor, in the city's Comprehensive Plan.

ASSISTED LIVING FACILITY (ALF). Assisted living facility is defined as specified in Chapter 429, Part I, F.S., as may be amended from time to time, and means any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator. An ALF may include one or more of the following facility types: independent living, assisted living, and skilled nursing care. An ALF providing one or more of such services may also be known as a continuing care facility.

AUTOMATED TELLER MACHINE (ATM) (stand-alone) shall mean an automated device that performs banking or financial functions including at remote locations from the controlling financial institution.

AUTOMATED TELLER MACHINE SIGNS. Automated teller machine (ATM) signs are all signs located on or architecturally associated with the exterior face of the machine and/or covering.

AWNINGS. Any fixed or moveable roof-like structure, cantilevered, or otherwise entirely supported from a building.

BACKLOGGED ROADWAY FACILITIES. Those roadways operating below the adopted level of service standard which do not have prohibitive financial or environmental constraints, but are not scheduled for major capacity improvement in the Florida Department of Transportation's Five-Year Work Program, St. Lucie County's Five-Year Schedule of Capital Improvements, or the City of Port St. Lucie's Seven-Year Schedule of Capital Improvements.

BANNER. Any sign having the characters, letters, illustrations, or ornamentations applied to cloth, paper, or fabric of any kind with only such material for foundation.

BANQUET HALL. A facility or hall available for lease by individuals or groups to accommodate private functions including, but not limited to, banquets, weddings, anniversaries and other similar celebrations. Such a use may or may not include: 1) kitchen facilities for the preparation or catering of food; 2) the sale of alcoholic beverages for on-premises consumption, only during scheduled events that are not open to the general public.

BARBER OR BEAUTY SHOP. An establishment primarily engaged in cutting, trimming, tinting and styling hair.

BARS, LOUNGES, AND NIGHT CLUBS. A commercial establishment open to the general public primarily devoted to the serving of alcoholic beverages for consumption on premises and in which the service of food and/or entertainment is only incidental to the consumption of such beverages.

BATH HOUSE. (Outside shower) An accessory building of structure consisting of a shower or bath and may consist of a dressing area. This accessory use may not include additional rooms for leisure or living space.

BECKER ROAD OVERLAY DISTRICT DESIGN STANDARDS. Site design and architectural design standards for new development and redevelopment within the Becker Road Corridor contained in the "Becker Road Overlay District Design Standards Manual" as set forth in section 158.228(B) of the Code.

BECKER ROAD CORRIDOR. The property described in the "Becker Road Overlay District Design Standards Manual" as set forth in section 158.228(B) of the Code.

BENCH SIGN. A sign located on any part of the surface of a bench or seat.

BILLBOARD. Any off-premises sign or framework thereof installed as authorized by the provisions of Section 155.08.

BINGO HALL. An establishment primarily for the conduct of bingo games pursuant to Chapter 849.0931, F.S. The conduct of bingo games as an accessory or ancillary use to a church or other house of worship, civic, cultural, club or lodge facility shall not be considered a bingo hall provided said games are limited thereat to two days per week.

BLOCK. A group of lots existing within well-defined and fixed boundaries, usually being an area surrounded by street or other physical barriers and having an assigned number, letter or other name through which it may be identified.

BMPs. Best management practices.

BREWPUB. A limited-production brewery establishment that produces and serves no more than 10,000 kegs of beer per year on the premises and may include a taproom for sale of beer for on-premises consumption or in sealed containers for later consumption off the premises, and may include a restaurant. A brewpub may also, in conjunction with the sale of beer for consumption on the premises, sell wine for consumption on the premises.

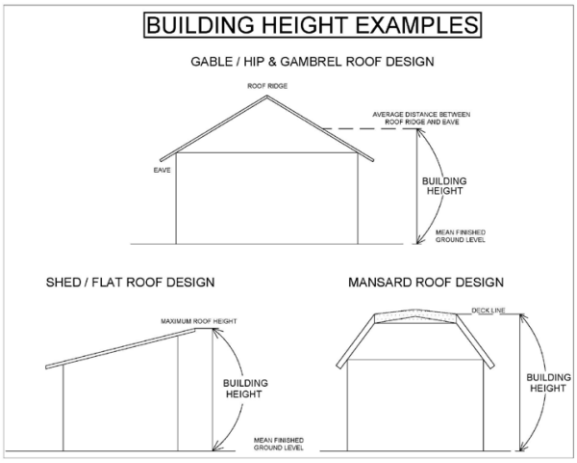
BUFFER. An area which is established in order to protect or insulate one land use from another.

BUILDING. Any structure, temporary or permanent, which has a roof impervious to weather, a fixed base on a fixed connection to the ground and is used or built for the shelter or enclosure of persons, animals or property.

BUILDING COVERAGE. The combined and total ground area of a lot covered or occupied by buildings or roof portions of structures.

BUILDING FACADE. That portion of any exterior elevation of a building extending from grade to the top of the parapet wall or eaves and the entire width of the building elevation, including window area.

BUILDING HEIGHT. The vertical distance measured from the mean finished ground level adjoining the front of a building to the level of the highest point of the roof or top surface on a flat or shed roof, the deck level on a mansard roof, and the average distance between the eaves and the ridge level for gable, hip, and gambrel roofs. The average slope shall be greater than or equal to one (1) foot of vertical rise for every three (3) feet of horizontal run.



BUILDING IDENTIFICATION SIGN. A sign located on a building with a main entry that depicts only the name of the building.

BUILDING LINE. The rear or inner edge of any required front, side or rear yard or the rear or inner edge of any required setback line. Except as specifically provided by this ordinance, no building or structure may be extended to occupy any portion of a lot streetward from the building line.

BUILDING LINE, ACTUAL. A line parallel to the street rights-of-way formed by the face of the building.

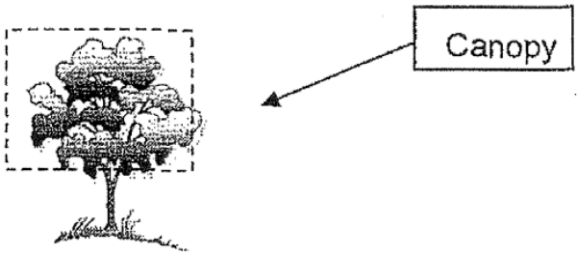
BUSINESS FRONTAGE. The lineal distance of the building space occupied by the particular business measured on a straight line parallel to the street. In the event that a building fronts on two (2) or more streets, the property owner shall be given the option of selecting one (1) street frontage for the purpose of computing allowable sign area. Where a business does not parallel a street, the front foot shall be measured along the exterior of the building space occupied by the particular business.

CABANA. An accessory building or structure used for leisure and may include a bath house or a dressing area usually in connection with a swimming pool. May be a permanent or temporary structure.

CALIPER. A nursery standard measurement of a tree's trunk diameter as measured at a predetermined point of measurement. Trunk caliper for trees up to four inches shall be measured six inches above the soil line. Trees greater than four inches in caliper shall be measured 12 inches above the soil line. Caliper measurements shall be used when measuring nursery trees.

CANOPY, BUILDING. A roof like cover, including an awning, that projects from the wall of a building over a door, entrance, or window; or a free-standing or projecting over above an outdoor service area, such as at a gasoline station or ATM kiosk, serving the purpose of protecting pedestrians from rain and sun, covered with fabric, metal or other material.

CANOPY, TREE. The area consisting of a tree's branches in all directions from its trunk, the outer edge of which is the dripline.



CANOPY SIGN. A wall sign that is located on the roof, fascia, soffit, or ceiling of a building canopy, and that is otherwise permitted by ordinances.

CAPACITY. Maximum and quantifiable ability for a public facility to provide service to its users. The quantity is calculated relative to a Level of Service (LOS) infrastructure standard compared to the measurable use of the public facility.

CAPACITY. ANNUAL RESIDUAL. (See "ANNUAL RESIDUAL CAPACITY")

CAPITAL FACILITIES. The planning of, engineering for, acquisition of land for, or the construction of drainage and water management facilities, recreation buildings and park equipment, potable water facilities, sanitary sewer facilities, solid waste facilities, and any project eligible for inclusion as a transportation facility, or facilities, of the Capital Improvement Element (CIE) or Transportation Element of the Port St. Lucie Comprehensive Plan, the CIE of St. Lucie County, or the Five-Year Florida Department of Transportation Plan.

CAPITAL IMPROVEMENT. Physical assets constructed or purchased to provide, improve, or replace a public facility, and which are large scale and high in cost. The cost of the capital improvement is generally nonrecurring and may require multi-year financing. For the purposes of the Concurrency Management System, physical assets which have been identified as existing or projected needs in the Comprehensive Plan shall be considered capital improvements.

CARPORT, ATTACHED. An attached roof-like structure not entirely supported from a building and open on two (2) or three (3) sides whose purpose is to provide shelter for one or more motor vehicles.

CARPORT DETACHED. A roof-like structure supported by posts or columns open on two (2) or three (3) sides whose purpose is to provide shelter for one or more motor vehicles.

CAR WASH, FULL SERVICE. A structure containing facilities for washing vehicles using a chain conveyor or other method of moving cars along, and automatic application of cleaner, brushes, rinse water, heat for drying, and wax.

CAR WASH, SELF SERVICE. A structure containing facilities for washing vehicles using a semi-automatic application of cleaner, rinse water, and wax.

CAT CAFÉ. A restaurant, excluding drive-through restaurant, which also houses adoptable cats for clientele to interact with, and which incorporates cat adoption services in addition to the restaurant services for the purpose of helping adoptable cats find homes.

CERTIFICATE OF OCCUPANCY (CO). The official certification that a premises conforms to the provisions of this Code and may be used or occupied.

CERTIFICATE OF CONCURRENCY (COC). The official certification that adequate public facilities are or will be available concurrent with the impact of the proposed development on each public facility (i.e., traffic circulation, parks and recreation, sanitary sewer, potable water, solid waste, and stormwater management facilities and services). Issuance of a final local development order, either final residential subdivision plat approval, or final site plan approval shall be considered a certificate of concurrency.

CERTIFIED RECOVERY RESIDENCE. A recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator. As further defined in Chapter 397.311 Florida Statutes, as amended.

CHANGE OF OCCUPANCY. The discontinuance of an existing use and the substitution therefore of a use of a different kind or class; not including a change of tenants or proprietors unless accompanied by a change in the type of use.

CHANGEABLE COPY SIGN. A sign which has message characters that are not permanently attached to the sign, but which are attached to permit numerous changes of the message.

CHANNEL LETTERS. A sign comprising of individual letters that are independently mounted to a wall or other surface and may be internally illuminated with a cover face. The air space between the letters is not part of the sign structure but rather of the building façade. A logo may also be considered a channel letter provided it is clearly distinguishable from other sign elements.

CHURCH OR OTHER PLACE OF WORSHIP. A building or group of buildings devoted to the holding of religious services and related religious instruction.

CITY BUILDING OFFICIAL. Means the Port St. Lucie Building Official or duly authorized representative (See also "delegation of authority").

CITY ENGINEER. Means the Port St. Lucie City Engineer or duly authorized representative (See also "delegation of authority").

CIVIC OR CULTURAL FACILITY. A facility operated entirely on a public or nonprofit basis for the purpose of providing education, information, training, and/or entertainment of a civic or cultural nature.

CLEAR. Removal or destruction of any vegetation protected by the provisions of the Land Development Regulations.

CLEAR TRUNK HEIGHT (CT). The height of a tree measured from the ground to the bottom of the canopy.

CLUB OR LODGE (PRIVATE). A noncommercial and nonprofit establishment restricted to and providing service activities to an organization or group of individuals maintaining membership therein and collectively contributing to the maintenance and upkeep of that establishment through membership fees and periodic dues.

CLUSTER OR CLUSTERING. A cluster or clustering shall refer to a concentration of a particular type of building within 1,200 feet of the same particular type of building within a particular commercial, industrial and/or residential area.

COASTAL HIGH HAZARD AREA. The area subject to, but not limited to, Category I hurricane evacuation.

CODE COMPLIANCE DIVISION. The city agency duly authorized to enforce the laws and ordinances of the city.

COLLECTOR ROAD. A roadway providing service which is identified as a collector, major or minor, in the city's Comprehensive Plan.

COMMERCIAL AREA. Any area zoned commercial or office, including commercial or office areas designated in an approved PUD development plan.

COMMERCIAL/INDUSTRIAL/RESIDENTIAL COMPLEX. A land area under unity of title which is designed to accommodate:

1. An office park;
2. A retail shopping center;
3. An industrial center; or,
4. A multiple family residential project of greater than ten units.

COMMERCIAL LAUNDRY FACILITY AND LINEN SUPPLY. A facility primarily engaged in laundering of items, including uniforms, gowns, and coats of the type used by doctors, nurses, barbers, beauticians, and waitresses; and table linens, bed linens, towels and toweling, and similar items for commercial establishments.

COMMON AREA AND FACILITIES. A parcel of land, together with improvements thereon, the use, enjoyment and maintenance thereof are shared by the owners of a development.

COMMUNITY RESIDENTIAL HOME. Is defined as specified in Section 419.001, F.S., as may be amended from time to time. (See Section 158.224, Zoning Code).

COMPREHENSIVE PLAN. The Future Land Use Plan and elements thereof as adopted by the City of Port St. Lucie in accordance with the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act.

CONCEPT PLAN. A preliminary presentation and attendant documentation of a proposed development of sufficient accuracy to be used for the purpose of discussion and classification. It describes the basic parameters of a major development proposal, rather than giving full engineering details.

CONGESTION MANAGEMENT SYSTEM STRATEGIES. Alternative strategies to alleviate congestion and enhance mobility as related to criteria for adequate public facilities.

CONSTRAINED ROADWAY FACILITIES. Those roadways that exhibit a level of service lower than the adopted level of service standard which are not able to attain the adopted standard because prohibitive costs and physical or environmental limitations prevent the construction of at least two additional through lanes.

CONSTRUCTION. Construction includes the placing of construction materials in a permanent position and fastened in a permanent manner; except that where demolition, excavation, or removal of an existing structure has been substantially begun preparatory for new construction, such excavation, demolition, or removal shall be deemed to be actual construction. Fill and the installation of drainage facilities shall be considered a part of construction.

CONSTRUCTION AND DEMOLITION DEBRIS. This debris is "clean debris" which is virtually inert, not water soluble, not a pollution threat and not hazardous in nature and includes steel, glass, brick, concrete, roofing material, pipe, wall board, lumber, clearing debris and other such materials as defined and pursuant to a permit issued by the Florida Department of Environmental Protection.

CONSTRUCTION PLANS/DETAIL PLANS. Those detailed engineered drawings, specifications and calculations prepared in accordance with city and other applicable regulations, codes and standards, submitted for approval of a site and/or development plan or preliminary plat or final subdivision plat, which set forth the specific improvements to be made in conjunction with development as they affect the existing site, its boundary conditions, topography, drainage, access, and associated road and other right-of-way and easements.

CONSTRUCTION SIGN. A temporary sign erected on the premises on which construction is taking place, during the period of such construction, identifying those engaged in construction on any building site. This includes the builder, contractor, developer, architect, engineer, financing entity, or other persons or artisans involved in said construction.

CONVENIENCE GOODS. Foodstuffs, drugs, cosmetics, and incidental household and/or personal articles which are normally purchased and expended on a day-by-day or week-by-week basis.

CONVENIENCE STORE. An establishment limited to the sale of convenience goods.

CONVERSION AREA. Areas designated in the "City of Port St. Lucie Land Use Conversion Manual" which establishes land assembly requirements for the conversion of single-family residential lots.

COUNTRY CLUB. A club for social life and recreation for members and their personal guests.

CRAFT DISTILLERY. An establishment licensed by the state to manufacture or produce two hundred fifty thousand (250,000) or fewer gallons of distilled spirits per calendar year on its premises. The establishment may also include a tasting room and retail space to sell spirits produced on the premises for take-away or on-premises consumption along with related retail items as allowed by state licensing laws and in accordance with Chapter 110. Food services or a restaurant may be an accessory use in conjunction with the permitted craft distillery primary use.

CREDIT CARD SIGN. A sign signifying that goods or services may be purchased on credit by means of an established credit line (Visa, Master Card, American Express, etc.).

CRITICAL AREA OF CONCURRENCY (CAOC). Based upon accepted transportation planning practices, an area of influence or significant impact established around any deficient or potentially deficient road segment, where development may be expected to place an unreasonable number of new trips on the deficient or potentially deficient road segment.

CUL-DE-SAC. A street with only a single means of ingress and egress and having a turnaround loop at the end, or a "T" type turnaround area.

DAY CARE CENTER. An establishment where five or more persons, other than the members of the family occupying the premises, are cared for during daytime hours only, and expressly excluding overnight care. The term includes a day nursery, kindergarten, adult day care service, day care agency, nursery school, or play school.

DECK LINE. In case of a flat roof, the uppermost line of the roof of a building; in the case of a pitched roof, the lower edge of the eave; or in the case of an extended façade or parapet, the uppermost height of said façade or parapet.

DEDICATION. An act transferring ownership of property or interest thereto.

DEGRADED ESTUARINE BEACH. An estuarine beach is degraded when its natural flexible functions are inhibited by pestilent exotic species or shoreline hardening structures.

DEFICIENT ROAD SEGMENT. Any city, county or state road segment on the city's major road network system that is operating below the adopted level of service standard, or is located in a Critical Area of Concurrency (CAOC) and specifically allowed to operate at up to five percent above the service volumes listed in Table 1 or 5 for the adopted Level of Service (LOS), or situations where a proposed development's additional impact on such roads could exceed the facility's adopted Level of Service (LOS) standard.

DELEGATION OF AUTHORITY. Whenever a provision appears requiring the head of a department or some other city officer or employee to do some act or perform some duty, it is to be construed to authorize the head of the department or some other city officer or employee to designate, delegate and authorize professional level subordinates to perform the required act or duty unless the terms of the provision or section specify otherwise.

DENSITY. The number of residential dwelling units permitted per gross acre of land as determined by the City of Port St. Lucie Comprehensive Plan and Code of Ordinances.

DESIGN REVIEW BOARD. An individual or group of individuals created by the overall project developer charged with the responsibility of implementing development and design criteria established by the overall project developer to promote unified design concepts.

DETENTION. The collection and storage of surface water for subsequent gradual discharge.

DETENTION AREA. An area designed to temporarily store and provide controlled release of stormwater runoff.

DEVELOPER. Any person including a governmental agency, undertaking any development.

DEVELOPMENT. The construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any mining, excavation, landfill or land disturbance; or the division of land into two or more parcels.

DEVELOPMENT AGREEMENT. (See "ENFORCEABLE DEVELOPMENT AGREEMENT")

DEVELOPMENT ORDER. Any action granting, denying, or granting with conditions, an application for a development approval or permit, including approval of preliminary or final site plan, preliminary or final subdivision plat, building permit, temporary use permit, temporary construction and development permit, sign permit, well permit, spot survey, electrical permit, plumbing permit, occupational license, boat dock permit, HVAC permit, septic tank permit, right-of-way permit, blasting permit, excavation permit, construction approval for infrastructure (including water, sewer, grading and paving), development of regional impact (DRI), zoning

ordinance amendment, comprehensive plan amendment, flood variance, tree removal permits, rezoning, special exception, PUD amendment, certification, condition use, variance, or any other official action of Port St. Lucie having the effect of permitting development as defined in 380.04, F.S.

DEVELOPMENT PERMIT. Any building permit, zoning permit, preliminary subdivision plan, subdivision or other plat approval, site and development plan approval, rezoning, certification, special exception, variance, environmental permit or any other official action of the City of Port St. Lucie or any other state or local government commission, board, agency, department, division or official having the effect of permitting development of land located with the geographic area subject to the provisions of the Port St. Lucie Land Development Code. Development shall include all activities set forth in Section 380.04, F.S.

DEVELOPMENT SIGN. A temporary sign advertising the sale or rental of structures under construction upon land which is under development.

DIAMETER BREAST HEIGHT (DBH). The diameter of a tree trunk measured at 4.5 feet above grade. In the case of multi-stemmed trees, the DBH shall be measured at 4.5 feet above grade on each stem and added together to count as one tree.

DIPOLE ANTENNA. A wire antenna that is split at its center for connection to a feed line. Its length usually is equivalent to one-half of the wavelength of the frequency for which it has been designed. A typical height for this type of antenna is approximately 35 feet.

DIRECTIONAL SIGN. Any sign permanently or temporarily installed on public property by or with approval of the city or any authorized governmental agency. Such directional signs shall be designated to guide or direct vehicles and/or pedestrians to any public building or transportation facility.

DIRECTORY SIGN. A sign which lists only the names of individuals or businesses within a building, or contiguous buildings on one (1) premises.

DOMESTIC ANIMAL. Dogs, cats, or other animals which are required to obtain a rabies vaccination and are kept primarily for pleasure rather than utility, and that primarily and customarily live within the confines of an owner's home as further defined in Section 92.01 and restricted in number per Section 158.229 Domestic Animal Restrictions.

DOUBLE-FACED SIGN. A sign with two faces which are parallel to each other, and back to back. A double-faced sign shall be considered one (1) sign.

DRAINAGE. The removal of surface water or groundwater from land by drains, grading or other means.

DRIPLINE. An imaginary vertical line extending from the outermost circumference of the branches of a tree to the ground.

DRI. Development of Regional Impact. Any development which, because of its character, magnitude, or location, would have a substantial effect upon the health, safety, or welfare of citizens of more than one county.

DRIVE-THROUGH SERVICE. A structure in which a customer is permitted or encouraged to, either by design or physical facilities or by service or packaging, to enter into the service area when seated in a motor vehicle.

DWELLING, SINGLE-FAMILY. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. Any expansions, additions, or conversions of garage space must remain ancillary to the primary residential use, shall not create additional dwelling units. The term shall include modular housing and residential design manufactured housing but shall not be construed as including a mobile home, automobile, travel trailer, housing mounted on a self-propelled or drawn vehicle, tent, or other form of temporary or portable housing.

DWELLING, SINGLE-FAMILY (ZERO LOT LINE OR CLUSTER). A single-family dwelling designed and located as part of an approved planned complex where all dwellings are placed at or near a lot line or are otherwise arranged in clustered groups so as to create compensating open space for the use and enjoyment of residents.

DWELLING, MULTIPLE-FAMILY. A building containing two or more dwelling units.

DWELLING, TOWNHOUSE. A narrow, single-family dwelling unit which normally occupies the entire width of its lot, having its open yard space to the front and rear, and which is attached on one or both sides to a similar unit or units, all of which are located on individually platted lots as part of a subdivided group development.

DWELLING UNIT. A single unit providing complete, independent living facility for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

EASEMENT. An interest in land owned by another person, consisting in the right to use or control the land, or an area above or below it, for a specific limited purpose.

ELECTRONIC MESSAGE BOARD SIGN. A sign capable of displaying words, symbols, figures, or images that can be electronically or mechanically changed by remote or automatic means.

ENCLOSED ASSEMBLY AREA. Any enclosed area, building or structure where people assemble for a common purpose, such as social, civic, cultural, recreational and/or religious purposes, whether owned and/or maintained by a for-profit or not-for-profit entity, and includes, but is not limited to, public assembly buildings such as auditoriums, theaters, halls, private membership clubs and organizations, fraternal lodges, exhibition halls, convention centers, and places of worship, or other areas, buildings or structures that are used for religious purposes or assembly by persons. Day care centers, private party halls, and banquet halls will be considered an enclosed assembly area.

ENFORCEABLE DEVELOPMENT AGREEMENT. Any agreement entered into by a local government with any person having a legal or equitable interest in real property located within its jurisdiction as provided for by Sections 163.3220—163.3243, F.S.

ENVIRONMENTAL CONSTRAINTS. Features, natural resources or land characteristics that are sensitive to improvements and may require conservation measures or the application of creative development techniques to prevent degradation of the environment, or may require limited development, or in certain instances may preclude development.

EROSION. The detachment and movement of soil or rock fragments, or the weaving away of the land surface by water, wind, ice and gravity.

ESSENTIAL SERVICES. Public utility facilities either underground or overhead and related to the transmission or distribution systems of water, sanitary or storm sewerage (including treatment plants), telephone cable, gas, electricity, television cable, and public safety, including poles, wires, mains, hydrants, drains, sewer lift stations, pipes, conduits, police or fire call boxes, warning sirens, traffic signals, and other similar equipment necessary for the furnishing of adequate service.

ESTUARINE BEACH. The zone of unconsolidated material that extends landward from the mean low water line of an estuary to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. Estuarine beaches are sometimes partially vegetated by native saltmarsh vegetation.

ESTUARY. A semi-enclosed, naturally existing coastal body of water in which saltwater is naturally diluted by freshwater and which has an open connection with oceanic waters. Estuaries include bays, embayments, lagoons, sounds, and tidal streams.

EVERGREEN. Non-deciduous foliage that remains green or living throughout the year.

FACADE SIGN. (See "WALL SIGN").

FACILITY-BASED DAY TREATMENT PROGRAM. A facility for youth who are placed on probation in a non-residential commitment program and youths participating in post commitment probation services consisting of group counseling, and academic programs.

FAMILY. One or more persons related by blood, adoption, or marriage or no more than two unrelated persons occupying the whole of a dwelling unit as a single housekeeping unit.

FAMILY DAY CARE HOME. An occupied residence in which child care is regularly provided for children from at least two unrelated families and which received a payment fee or grant for any of the children receiving care, whether or not operated for profit. Household children under 13 years of age, when on the premises of the family day care home or on a field trip with children enrolled in child care, shall be included in the overall capacity of the licensed home. A family day care home shall be licensed or registered as required by the State of Florida. A family day care home shall be allowed to provide care for one of the following groups of children which shall include household children under 13 years of age:

1. A maximum of four children from birth to 12 months of age.
2. A maximum of three children from birth to 12 months of age, and other children, for a maximum total of six children.
3. A maximum of six preschool children if all are older than 12 months of age.
4. A maximum of 10 children if no more than 5 are preschool age and, of those 5, no more than 2 are under 12 months of age.

FDEP. Florida Department of Environmental Protection.

FEATHER FLAG. A vertical flag affixed to a single pole.

FENCE. A freestanding structure, designed and intended to serve as a barrier or as a means of enclosing a structure, yard, or other area, or to serve as a boundary feature separating two or more properties.

FINAL APPROVAL. The official action of the City Council taken on a preliminary approved subdivision, after all conditions, engineering plans and other requirements have been completed or fulfilled and the required improvements have been installed or guarantees properly posted for their completion or approval conditioned upon the posting of such guarantee.

FINAL DEVELOPMENT ORDER. A "final local development order" or a "final Development of Regional Impact (DRI) development order."

FINAL DRI DEVELOPMENT ORDER. A development order, as amended from time to time, adopted by the City Council and approved by the State pursuant to Section 380.06, F.S., notice of which is recorded pursuant to Section 380.06(15)(f), F.S.

FINAL LOCAL DEVELOPMENT ORDER. Any valid, unexpired approval by the city of a final subdivision plan (including construction plans and plat), final site plan (including construction plans) or building permit.

FINAL PLAT. The final map of all or a portion of a subdivision which is presented for approval, showing all building lots, easements, rights-of-way and other information necessary for providing the detailed description of the subdivision of a parcel of land.

FINAL SITE PLAN. (See "PLAN, FINAL SITE").

FINAL SUBDIVISION PLAN. (See "PLAN, FINAL SUBDIVISION").

FINE ARTS STUDIO. A studio for teaching or displaying any form of fine arts or performing arts. Fine arts will include both visual and performing art forms, such as painting, sculpture, installation, dance, and theatre.

FLAG. A piece of fabric with a color or pattern that represents some country, state, county, city, party, organization, or business activity.

FLASHING SIGN. Any sign with a light or lights which flash, blink, operating on and off intermittently, change in intensity, or otherwise create the illusion of flashing or movement.

FLAT SIGN. (See "WALL SIGN").

FLORIDA-FRIENDLY LANDSCAPING OR XERISCAPE. A landscaping method that uses environmentally sustainable practices, maximizes the conservation of water, utilizes native and suitable non-native trees, shrubs and groundcovers that require minimal maintenance when planted and an efficient watering system.

FLUCCS. Florida Land Use, Cover, and Forms Classified system, published by the Florida Department of Transportation, as amended from time to time.

FOOD PROCESSING FACILITY. A commercial establishment in which food is processed or otherwise prepared for human consumption but not consumed or sold at retail on the premises.

FOSTER CARE HOME. A facility certified by the State of Florida, whether operated for profit or not, providing housing and collective care and sustenance for no more than five adults or children on a 24-hour basis who are unrelated by blood, adoption, or marriage.

FREESTANDING EMERGENCY DEPARTMENT. A freestanding emergency department (FSED) is a facility that receives individuals for emergency care and is structurally separate and distinct from a hospital. Physicians and other medical staff are primarily engaged in providing medical and emergency care services on an outpatient basis. These establishments accept patients by ambulance in the same manner as a hospital emergency room and, typically, have specialized facilities and specialized equipment including a heliport.

FREE STANDING SIGN. A sign, including ground signs, pole signs and monument signs, which is supported by one (1) or more columns, uprights or braces anchored into the ground independent of support from any building.

FRONTAGE, BUILDING. The face of a building most nearly parallel with the public right-of-way line.

FUEL PUMP VALANCE SIGN. Any permanent sign attached to the top of a fuel pump.

GAS SERVICE FACILITY. Any structure used for the retail dispensing or sale of vehicular fuels.

GAZEBO. A non-habitable roofed detached accessory structure. The structure must be free standing, non-enclosed, and shall be designed for recreational or leisure uses and not for storage uses.

GEOGRIDS or GEOTEXTILES. Flat, interlocking shore protection structures which follow the natural slope of the shore.

GOLF COURSE. A golf facility capable of being classified as a regulation, executive, or par 3 course, comprised of one or more increments of nine holes, and occupying a minimum of 20 acres per nine-hole increment.

GOLF COURSE, MINIATURE. A putt-putt or pitch'n putt golf recreation facility or any like facility not meeting the requirements of a golf course as herein defined.

GOLF DRIVING RANGE. A tract of land or water improved with tees for practicing golf.

GROSS ACREAGE. Total land area of a parcel including streets, roads, drainage, undevelopable areas, and water bodies.

GROSS FLOOR AREA. The sum of the gross horizontal areas of the several floors of a building, measured from the exterior walls, or from the centerline of a wall separating two buildings, but not including interior parking spaces, loading space for motor vehicles, or any space where the floor-to-ceiling height is less than six feet.

GROUND AREA. That portion of a lot covered by buildings.

GROUND COVER. Low growing plants planted in such a manner as to form a continuous cover over the ground.

GROUND SIGN. A sign suspended or supported by one or more uprights or braces anchored in the ground.

GROUND-MOUNTED AMATEUR RADIO ANTENNA SUPPORT STRUCTURE: An amateur radio antenna support structure that is not affixed to any building or accessory structure.

GUEST HOUSE. A dwelling unit in a building separate from and in addition to the main residential building on a lot, intended for intermittent or temporary occupancy by a nonpaying guest. However, those quarters shall not be rented or otherwise used as a separate dwelling.

HABITAT CORRIDORS. A naturally-vegetated transportation route for plants and animals that connects larger natural areas.

HOME OCCUPATION. An occupation for gain or support conducted entirely within a dwelling unit, as herein defined, by the occupant residing therein, which occupation is clearly subordinate and incidental to the use of the dwelling as a place of residence, and which complies with all provisions of Section 158.217(F).

HOSPITAL. A building or group of buildings having facilities for overnight care of one or more human patients, providing services to in-patients and medical care to the sick and injured, and which may include as related facilities laboratories, out-patient services, training facilities, central service facilities, and staff facilities. However, any said related facility or service shall be clearly incidental and subordinate to the principal hospital use and operation.

HOTEL or MOTEL. A building or group of buildings, with or without kitchenettes, in which sleeping accommodations are offered to the public and intended primarily for rental to transients with daily charge, as distinguished from multiple-family dwellings and rooming or boarding houses, where rentals are for periods of a week or longer and occupancy is generally by residence rather than transience.

ILLUMINATED SIGN. A sign in which a source of light is used in order to make the message readable and shall include internally and externally lighted signs.

IMPACT. Significant and quantifiable effect of use of a public facility. The quantity of use calculated or measured relative to user volume in the facility, compared to calculated capacities of the public facility.

IMPERVIOUS SURFACE. All surface area of a lot or parcel, including portions occupied by buildings or structures, where surface drainage waters are unable to freely percolate downward through the natural soils.

IMPROVEMENT. Any man-made, immovable item which becomes part of, placed upon, or is affixed to, real estate, such as street pavement, curb and gutter, sidewalk, alley pavement, walkway pavement, water main, sanitary sewer, storm sewer or drain, street name, sign, landscaping, permanent reference monument (PRM), permanent control point (PCP) or any other improvement required by the Site Plan Review Committee.

INOPERABLE EQUIPMENT. Equipment which is in a state of disrepair or not in working condition.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be legally driven upon the public streets for any reason including, but not limited to, being unregistered, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

INSTALL. To erect, replace, hang, paint, display, apply, or otherwise put in place in any manner whatsoever.

INSTRUCTIONAL SIGN. A sign conveying instructions with respect to the premises on which it is maintained, such as, but not limited to, "exit," "entrance," "parking," "carry out," or similar instruction.

INTENSITY. The square footage of nonresidential floor area permitted per gross acre of land as determined by the Port St. Lucie Comprehensive Plan and Code of Ordinances.

JUNKYARD, SALVAGE YARD, or RECYCLING CENTER. A place, structure, or lot where junk, waste, discarded, salvaged or similar materials such as automobiles, appliances, old metal, wood, slush, lumber, glass, paper, rags, cloth, bagging, cordage, barrels, containers, and the like are brought, bought, sold, exchanged, baled, packed, disassembled, stored, or handled, including used lumber and building material yards, house wrecking yards, heavy equipment, wrecking yards, and yards or places for the storage, sale, or handling of salvaged house wrecking or structural steel materials.

KENNEL. An establishment where six or more domesticated animals more than six months, old are housed, bred, or trained.

KITCHEN. An area with a sink and permanent provisions for food preparation and cooking.

LAND DEVELOPMENT CODE OR LAND DEVELOPMENT REGULATIONS. The ordinances enacted by City of Port St. Lucie pursuant to Section 163.3161 et. seq., F.S., for the regulation of the development of land within the incorporated area of the city.

LAND SURVEYOR. A professional land surveyor and mapper registered under Chapter 472, F.S. who is in good standing with the Florida State Board of Professional Regulation.

LAND USE. The development activity or use that has occurred on the land or the development that is proposed by a developer of land that will generate demands for services offered by public facilities.

LAND CLEARING PLAN. A graphic diagram or aerial showing the areas of land disturbance, areas to be cleared and sediment and erosion control measures.

LANDSCAPE ISLAND. A curbed area located at the end of a parking bay and designated for landscaping.

LANDSCAPE STRIP. A strip of land designated for landscaping.

LANDSCAPE BUFFER STRIP. A strip of land designated to provide a visual buffer between abutting properties that consists of landscaping and an architectural wall.

LANDSCAPING. Material such as, but not limited to, grass, ground covers, shrubs, vines, hedges, trees, or palms; and nonliving durable material commonly used in landscaping, such as, but not limited to, rocks, pebbles, sand, walls, or fences, but excluding paving.

LEVEL OF SERVICE (LOS). An indicator of the extent or degree of service provided by, or proposed to be provided by, a public facility based on and related to the operational characteristics of the facility. LOS indicates the capacity per unit of demand of each public facility.

LICENSING ENTITY OR LICENSING ENTITIES. The Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, the Department of Children and Families, the Agency for Health Care Administration, or any other state agency with state authorization to license a community residential home to serve residents.

LISTED SPECIES. Those species of plants and animals listed as endangered, threatened, rare, or species of special concern by an official state or federal plant or wildlife agency, or the Florida Natural Areas Inventory (FNAI), includes species ranked as S1, S2, or S3). These species are targeted for protection for a number of reasons, e.g. they are in imminent danger of extinction, are rapidly declining in number or habitat, or have an inherent vulnerability to habitat modification, environmental alteration, or human disturbance which puts them at risk of extinction.

LISTED SPECIES, LIKELY TO OCCUR. Species listed in "Appendix B," Conservation Element, Port St. Lucie Comprehensive Plan.

LIVING AREA. The enclosed area of a dwelling unit which may be heated or air-conditioned, and excluding garages, carports, porches, and breezeways. A living area shall be measured from the exterior faces of the exterior walls excluding any exterior attachment.

LONG-WIRE ANTENNA. A wire antenna consisting of a single conductor of a random length, which typically is conducted to a transceiver at one end. It most often is parallel to the ground at a typical height of approximately 35 ft.

LOT. A designated parcel, tract, or area of land established by a plat or otherwise as permitted by law and to be used, developed or built upon as a unit.

LOT AREA. The size of a lot measured within the lot lines and expressed in terms of acres or square feet.

LOT DEPTH. The distance between the midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.

LOT FRONTAGE. The lineal distance of a lot measured along abutting public or private rights-of-way.

LOT OF RECORD. Land designated as a separate and distinct parcel on a legally recorded subdivision plat.

LOT, NONCONFORMING. A land parcel, however constituted, which does not meet all minimum zoning requirements.

LOT WIDTH. The distance between side lot lines measured on the front building line.

LOW-THC CANNABIS. Any plant(s) or part of a plant(s) of the genus Cannabis, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed only from a dispensing organization as specified in Section 381.986(1), F.S., as may be amended from time to time.

LUMINANCE. A measurement of the brightness of a sign's face.

MAINTENANCE GUARANTEE. Any security which may be required and accepted by a governmental agency to ensure that necessary improvements will function as required for a specific period of time.

MAJOR ROAD NETWORK SYSTEM. All city, county and state arterial and collector roads within the total incorporated area depicted in the Traffic Circulation Element of the Comprehensive Plan.

MAJOR SUBDIVISION. The division of a lot, tract or parcel of land, whether improved or unimproved, into three (3) or more lots, tracts, parcels or other divisions of land for the purpose, whether immediately or future, of transfer of ownership, development or lease. (Also see SUBDIVISION.)

MANGROVES. Any specimen of the species Avicenna germinans (black mangrove), Laguncularia racemosa (white mangrove), Rhizaphora mangle (red mangrove), and Conocarpus erectus (buttonwood mangrove).

MANUFACTURED HOUSE. A single-family dwelling which is factory constructed in its entirety in units or components, and then placed or assembled on a building site, and which has been determined to be constructed in compliance with the Federal Manufactured Home Construction and Safety Standards Act. Manufactured houses are further described as being of either residential design or standard design.

1. Residential design manufactured housing has the following characteristics:

    a. Minimum width of main body. Minimum width of the main body of the residential design manufactured housing as located on the site shall not be less than 20 feet, as measured across the narrowest portion. This is not intended to prohibit the offsetting of portions of the house.

    b. Minimum roof pitch, minimum roof overhang and roofing materials. Minimum pitch of the main roof shall be not less than one foot to rise for each four feet of horizontal run and the minimum roof overhang shall be one foot. In cases where site built housing generally has been constructed in adjacent or nearby locations with roof pitches less than 1:4 and/or roof overhang of less than one foot, then the residential design manufactured house may have less roof pitch and overhang, similar to the site built houses. In general, any roofing material other than built up composition roof, may be used which is generally used for site built houses in adjacent or nearby locations.

    c. Exterior finish and light reflection. Any material may be used for exterior finish which is generally acceptable for site built housing which has been constructed in adjacent or nearby locations, provided, however, that reflection for such exterior shall not be greater than from siding coated with clean white gloss exterior enamel.

d. Approved foundations required in residential districts. Where approval of homes or model plans does not include approval of type of foundation, no residential design manufactured house shall be placed or occupied for residential use on a site in a residential district until such foundation plans have been submitted and approved by the Building Official as to the appearance and durability of the proposed foundation and whether it is acceptably similar or compatible in appearance to foundations of residences built on adjacent or nearby sites.

e. Site orientation. Residential design manufactured houses shall be placed on lots in such a manner as to be compatible with and reasonably similar in orientation to the site built housing which has been constructed in adjacent or nearby locations.

2. Standard design manufactured houses are manufactured houses certified as meeting the HUD Code, but not meeting the residential design standards contained herein.

MARINA. An establishment with a waterfront location providing for the refueling and/or in-water storage of watercraft used for recreational and noncommercial purposes, and including minor repair services for such craft not involving removal of watercraft from the water or removal of inboard or outboard engine from the watercraft.

MASS GRADING PLAN. A plan showing the areas to be cleared, stockpile areas, locations of lakes, locations of roads, and anticipated haul routes. These plans are associated with clearing land, road grading, and excavation of lakes within approved DRIs or PUDs prior to review or approvals of site development plans.

MASTER PLAN. A comprehensive long-range plan intended to guide the growth and development of a community or region. Includes analysis, recommendations and proposals for the community's population, economy, housing, transportation, community facilities and land use.

MASTER SIGN PROGRAM. A comprehensive sign program for projects which promote unified design concepts harmonious with the overall project and adjacent properties.

MEAN HIGH WATER LINE. Water line which is the average height of the high waters over a 10-year period. For shorter periods of observation, mean high water means the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent known variations and to reduce the result to the equivalent of mean 19-year value.

MEDICAL CANNABIS. All parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, sale, derivative, mixture, or preparation of the plant or its seeds or resin that is dispensed only from a dispensing organization for medical use by an eligible patient as defined in Section 499.0295, F.S. as specified in Section 381.986(1), F.S., as may be amended from time to time.

MEDICAL MARIJUANA. Medical Cannabis and/or Low-THC Cannabis lawfully prescribed to a qualifying patient pursuant to Florida law and the Department of Health's regulations.

MEDICAL MARIJUANA CULTIVATION FACILITY. Any area designated to be used for the cultivation of low-THC cannabis and/or medical cannabis.

MEDICAL MARIJUANA DISPENSING FACILITY OR DISPENSING FACILITY. A facility where Low-THC and/or Medical Cannabis is dispensed at retail.

MEDICAL MARIJUANA DISPENSING ORGANIZATION OR DISPENSING ORGANIZATION. An organization approved by the Florida Department of Health to cultivate, process, transport, and dispense low-THC cannabis or medical cannabis to qualified patients and legal representatives pursuant to this section as specified in Section 381.986(1), F.S., as may be amended from time to time.

MEDICAL MARIJUANA PROCESSING FACILITY. Any area to be used for the processing of low-THC cannabis and/or medical cannabis.

MEDICAL MARIJUANA TREATMENT CENTER(MMTC). An entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Florida Department of Health.

MEDICAL USE. The acquisition, possession, use, delivery, transfer, or administration of the prescribed amount of low-THC cannabis or medical cannabis not in conflict with Department of Health's applicable rules, or of related supplies by a qualifying patient or caregiver for use by the caregiver's designated qualifying patient for the treatment of a debilitating medical condition as specified in Article X, Section 29 of the Florida Constitution as may be amended from time to time.

MENU BOARD. A wall or permanently mounted sign displaying the bill of fare for a drive-through restaurant.

MENU OR SANDWICH SIGNS. A-frame sign on sidewalks in front of the business it applies to. A portable sign displaying the type and price of services in connection with the business.

MICROBREWERY, A facility where beer and malt beverages are made on the premises and may include an area for sale of beer for on-premises consumption or in sealed containers for later consumption off the premises. A microbrewery may also, in conjunction with the sale of beer for consumption on the premise, have an alcoholic beverage license for on-premises consumption of alcoholic beverages, in accordance with Chapter 110. Food services or a restaurant may be an accessory use in conjunction with the permitted microbrewery primary use.

MINING or EXCAVATION. The removal of mineral resources or any earth material in excess of one hundred (100) cubic yards from its natural position upon a lot to another site, other than incidental excavation directly related to foundation preparation for an approved building, structure, or surface drainage.

MINOR SUBDIVISION. The division of a lot, tract or parcel of land, whether improved or unimproved, into two (2) tracts, parcels or other divisions of land for the purpose, whether immediately or future, of transfer of ownership, development or lease. (Also see "SUBDIVISION").

MOBILE FOOD DISPENSING VEHICLE. Mobile Food Dispensing Vehicle ("MFDV") is defined as set forth in Section 509.102, Florida Statutes, as amended.

MOBILE HOME.

1. A detached unit with all the following characteristics:
    a. Designed for long-term occupancy, and containing sleeping accommodations, a flush toilet, a tub or shower, and kitchen facilities, with plumbing and electrical connections provided for attachment to outside systems;
    b. Designed for transportation after fabrication on streets and highways on its own wheels or on a flatbed or other trailer;
    c. Arriving at the site where it is to be occupied as a dwelling complete, including major appliances, and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks or other temporary or permanent foundations, connection to utilities, and the like; and
    d. Built prior to the enactment of the Manufactured Home Construction and Safety Standards Act.
2. A recreational vehicle is not to be considered as a mobile home.

MOBILE HOME PARK. A lot or parcel developed in accordance with Chapter 158 and maintained under single ownership, where designated sites are offered for rent or lease for the placement and/or occupancy of mobile homes as dwelling units.

MOBILE VENDING SALES. Mobile Vending Sales means the sale of prepared food and/or flowers from a vehicle, cart or other mobile, non-fixed structure that is not a Mobile Food Dispensing Vehicle or a Temporary Commercial Kitchen.

MODULAR HOUSE. A single-family dwelling which is factory-constructed in its entirety, in units or components, and then placed or assembled on a building site, and which has been approved by the Department of Community Affairs of the State of Florida, or its successor agency.

MONUMENT SIGN. A freestanding sign where the base of the sign structure is flush with and anchored into the ground independent of support from any building. The width of the top of the sign structure can be no more than 120 percent of the width of the base.

MOTOR HOTEL, MOTOR LODGE. (See "HOTEL OR MOTEL").

MULCH. Nonliving, small, aggregate material such as gravel, rock, pebbles, bark, or pine needles spread over exposed soil.

MULTIPLE-FACED SIGN. A sign with more than two (2) faces.

MULTI-FAMILY RESIDENTIAL/INSTITUTIONAL AREAS. Any area zoned multi-family residential or institutional, including areas designated for multifamily/institutional uses in an approved PUD development plan.

MULTI-STORY STRUCTURE. A building or structure or portion thereof with two (2) or more stories measured from the surface of any floor and the surface of the floor directly above it not including basements or underground parking garages.

MUSIC RECORDING STUDIOS. A facility for sound recording and mixing.

NATIVE HABITAT. The natural abode of a plant or animal that contains the arrangement of food, water, cover and space required to meet the biological needs of a given species which occur indigenously on the land, in the soil, or in the water.

NATIVE SHORELINE WETLAND VEGETATION. Indigenous shoreline vegetation typically adapted for life in saturated soil conditions and characterized by wetland species listed in Chapter 17-3, F.A.C., as amended from time to time.

NATIVE UPLAND HABITAT. Indigenous vegetation typically adapted for life in non-wetland areas.

NATIVE WETLAND VEGETATION. An area that is inundated or saturated by surface water or ground water at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to grow, reproduce or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto.

NEIGHBORHOOD SIGNAGE. Signs designating separate and distinct neighborhoods which may be part of a larger subdivision or have distinct characteristics which are unlike those in adjoining areas.

NIT. Candela per square meter or cd/m^2 (1 nit = $1cd/m^2$)

NOI. Notice of Intent. Form sent to FDEP notifying FDEP that clearing or construction activities will occur on the project. The NOI is an application to work under the Generic Permit for Stormwater Discharge from Large and Small Construction Activity.

NONCONFORMING SIGN. Any sign which does not comply with the regulations of this Sign Code, or subsequent amendments.

NONCONFORMING STRUCTURE, USE OF LAND, USE OF LAND AND STRUCTURE, AND THE LIKE. See Section 158.275 through 158.286.

NONRESIDENTIAL SUBDIVISION. A subdivision whose intended use is other than residential, such as commercial or industrial. Such subdivision shall comply with the applicable provisions of these regulations.

NPDES. National Pollutant Discharge Elimination System. This is a federal permitting program to regulate stormwater discharges.

NURSING OR CONVALESCENT HOME. An extended or intermediate care facility which provides continuous personal care or nursing for three or more persons not related by blood or marriage to the operator who by reason of illness, physical or mental infirmity, or advanced age are unable to care for themselves.

OCCUPANCY. The residing of an individual or individuals overnight in a dwelling unit, or the installation, storage or use of equipment, merchandise, or machinery in any public, commercial, or industrial building.

OFF-PREMISES SIGN. A sign identifying, advertising or directing the public to a business, merchandise, service institution, residential area, entertainment, or activity which is located, sold, rented, based, produced, manufactured, furnished or taking place at a location other than on the property on which the sign is located.

OFFICE, BUSINESS. An office for such activities as real estate agencies, advertising agencies (but not sign shops), insurance agencies, travel agencies and ticket sales, chamber of commerce, credit bureaus, finance companies, abstract and title agencies or insurance companies, stockbrokers, and the like (but not including banking institutions). It is characteristic of a BUSINESS OFFICE that retail or wholesale good are not shown to or delivered from the premises to a customer.

OFFICE, PROFESSIONAL. An office for the use of persons generally classified as professionals, such as architects, engineers, attorneys, accountants, doctors, dentists, veterinarians (but not including boarding of animals on the premises), psychiatrists, psychologists, and the like.

OFF-STREET PARKING. A site or a portion of a site, devoted to the off-street parking of vehicles, including parking spaces, aisles, access drives, and landscaped areas.

ON-PREMISES SIGN. Any structure, device, display board, screen, surface or wall, characters, letters, or illustrations placed thereto, thereon, or there under by any method or means whatsoever where the matter displayed is used for advertising on the premises, a product or service, actually or actively offered for sale or rent thereon or therein.

OPEN LOT STORAGE AREA. An area outside the confines of an enclosed building which is enclosed by an opaque fence or wall and where inoperative vehicles, scrap metal, scrap lumber, building materials, machinery, machinery parts, or other similar items are customarily sold or stored.

OPEN/OUTSIDE STORAGE. Non-transitory containment, holding, leaving, or placement of goods or material for longer than 24 hours outside of a fully-enclosed building. It does not include the interim accumulation of a limited amount during processing, maintenance or repair.

OPEN SPACE. Land devoid of any structure or buildings except for minor pavilions, landscape structures or terraces and designed and maintained for recreation or leisure-time enjoyment, buffer areas, drainage or conservation.

OTHER VEHICULAR USE AREAS. All land upon which vehicles traverse the property as a function of the primary uses.

OVERALL PROJECT DEVELOPER. The individual, company or corporation who obtained preliminary approval of a multi-phased project under a single unity of title or an individual, company or corporation who purchased a multi-phased project in its entirety.

OVERLAY ZONING DESIGN STANDARDS. Site design and architectural standards for new development and redevelopment in designated areas contained in the "City of Port St. Lucie Citywide Design Standards Manual" as set forth in section 158.288(A) of the Code.

PAIN MANAGEMENT CLINIC. Is defined as specified in Section 458.3265(1)(a), F.S., as may be amended from time to time, and includes a privately owned pain-management clinic, facility, or office, which advertises in any medium for any type of pain management services, or employs a physician who is primarily engaged in the treatment of pain by prescribing or dispensing controlled substance medications; a physician is primarily engaged in the treatment of pain by prescribing or dispensing controlled substance medications for the treatment of chronic nonmalignant pain. Chronic nonmalignant pain is pain unrelated to cancer which persists beyond the usual course of the disease or the injury that is the cause of the pain for more than ninety (90) days after surgery.

The definition shall not include any of the following:

1. A clinic licensed as a facility pursuant to Chapter 395, F.S.;
2. The majority of the physicians who provide services in the clinic primarily provide surgical services;
3. The clinic is owned by a publicly held corporation whose shares are traded on a national exchange or on the over-the-counter market and whose total assets at the end of the corporation's most recent fiscal quarter exceeded $50 million;
4. The clinic is affiliated with an accredited medical school at which training is provided for medical students, residents, or fellows;
5. The clinic does not prescribe or dispense controlled substances for the treatment of pain; or
6. The clinic is owned by a corporate entity exempt from federal taxation under 26 U.S.C. § 510(c)(3).

PAINTED SIGN. Any sign painted on any surface, including the roof of any building.

PARAPET. That portion of the facade which extends above the roof.

PARCEL OF LAND. Any quantity of land capable of being described with such definiteness that its location and boundaries may be established.

PARKING BAY. A single alignment of 12 or fewer parking spaces that is terminated at each end with a landscape island.

PARKING LOT. An off-street, ground level area, usually surfaced and improved, used or intended to be used for the parking of motor vehicles.

PERFORMANCE GUARANTEE. Any security that may be accepted by a municipality as a guarantee that the improvements required as part of an application for development are satisfactorily completed.

PERMANENT REFERENCE MONUMENT. A monument according to Section 177.031, F.S.

PERMANENT SIGN. Any sign permanently affixed to a structure or the ground which cannot be removed without special handling.

PERSON. An individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a point or common interest, or any other entity, and its designated agents, successors or assigns.

PERSONAL SERVICE USE. A use intended primarily to provide direct and personal service to its customers, including such uses as barber shops, beauty shops, tailors, shoe repair shops, laundry pick-up stations, watch repair shops, and the like.

PERVIOUS SURFACE. A surface that permits absorption of storm water.

PESTILENT EXOTIC VEGETATION/SPECIES. Non-native vegetation that is considered a nuisance, invasive, or a pest. Exotic vegetation includes, but is not limited to, Brazilian pepper (Schinos terebinthisfolios), Australian Pine (Casuarina equisetifolia), and Melaleuca (Melaleuca quinquenervia).

PHARMACY. Means the same as the definition in Section 465.003(11)(a), F.S., as may be amended from time to time, and includes community pharmacy, internet pharmacy, and special pharmacy, but does not include institutional pharmacy or nuclear pharmacy, as each of those terms are used in that section.

PLAN, FINAL SUBDIVISION. Includes the plat to be recorded; final engineering and construction drawings, specifications and calculations; certification of improvements, as-built drawings, or performance guarantee; and other required certifications, bonds, agreements, approvals, and materials for a development phase or the entirety of a parcel of land, meeting the requirements of the Code of Ordinances.

PLAN, PRELIMINARY SUBDIVISION. Includes the site plan and preliminary plat; tree location map or aerial photographic overlay; preliminary engineering drawings, specifications and calculations; and other necessary materials for a development phase or the entirety, meeting the requirements of the Code of Ordinances.

PLAN, SITE AND/OR DEVELOPMENT. Includes the site plan, statements of use and unified control, preliminary and/or final engineering drawings, specifications and calculations; and other required certifications, as-built drawings, performance guarantees, bonds, agreements, approvals and materials for a development phase or the entirety meeting the requirements of the land development regulations.

PLANNED RESIDENTIAL COMMUNITY. A City-approved, planned unit development that is under unified control, is planned and developed as a whole, has a minimum gross lot area of 8 acres, and has amenities that are designed to serve residents with developmental disabilities as defined in Florida Statutes Section 393.063 but that shall also provide housing options to other individuals.

PLANNING AND ZONING DEPARTMENT. The city agency duly authorized to review applications and plans for compliance with the land development regulations.

PLANTING AREA. Any area designated for landscape planting having a minimum area of ten square feet and having a minimum dimension of 3 feet; except that wherever a tree shall be planted, a minimum area of 25 square feet, with a minimum dimension of at least five feet.

PLAT. A map or delineated representation of the subdivision of lands, being complete, exact representation of the subdivision and other information in compliance with the requirement of all applicable statutes and of local ordinances, and may include the terms "replat," "amended plat" or "revised plat."

PLATTED LOT OF RECORD. A lot which is part of a subdivision which has been recorded in the office of the Clerk of the Circuit Court of St. Lucie County prior to the effective date of these regulations.

POLE SIGN. A freestanding sign that is affixed, attached, or erected on a pole that is not itself an integral part of or attached to a building or structure.

POTENTIALLY DEFICIENT ROAD SEGMENT. A city, county or state road segment on the Major Road Network System that is presently operating at [80—90%] of its adopted Level of Service (LOS)S standard.

PORTABLE SIGN. Any sign that is designed to be transported, including, but not limited to, signs: with wheels removed; with chassis or support constructed without wheels; designed to be transported by trailer or wheels; menu and sandwich signs, searchlight stands; and tethered inflatable signs.

PREMISES. A distinct unit, site, parcel of land, or property, with or without buildings, but including the buildings, which is the subject of a development action.

PRE-APPLICATION CONFERENCE. An initial meeting between developers and municipal representatives which affords developers the opportunity to present their proposals informally.

PRELIMINARY APPROVAL. The conferral of certain rights prior to final approval after specific elements of a development plan have been agreed upon by the Site Plan Review Committee and the applicant.

PRELIMINARY SUBDIVISION PLAT. A map indicating the proposed layout of a development and related information that is submitted for preliminary approval.

PRINCIPLE. A broad and basic rule but not measurable. Accompanied by the words "shall" or "will."

PRINCIPAL USE. The primary use of any lot or land parcel, with other use or uses thereon being clearly of a secondary or accessory nature.

PRIVATE PARTY HALL. An event venue rented exclusively for invited guests, not open to or advertised to the general public. This definition excludes alcohol industry promotional events and any gatherings with a commercial purpose. Events that are broadly advertised, promoted on public platforms (such as social media or public forums), or where attendance is not limited to specifically-invited individuals, shall not be considered private.

PROJECTING BLADE SIGN. Any blade sign hung or projecting perpendicular to promote a pedestrian environment.

PROJECTING SIGN. A sign projecting at an angle from the outside wall or walls of any building which is supported by only one (1) rigid support, irrespective of the number of guy wires used in connection therewith.

PROTECTED TREE. Any tree having a DBH of 12 inches or greater or any native palm with a minimum clear trunk of ten (10) feet or greater. The term "protected tree" shall also apply to any replacement tree and any tree that is represented in a landscape plan, street tree planting plan or other planning document for the purposes of securing an approved building permit, clearing permit, or certificate of occupancy. This excludes the following:

1. Non-native fruit trees cultivated or grown for the specific purpose of producing edible fruit, including, but not limited to: mangos, avocados, or species of citrus.
2. Non-native invasive or undesirable plants listed under Section 154.03(L).
3. All non-native trees in the palm family.

PSLUSD. Port St. Lucie Utility Systems Department.

PUBLIC FACILITIES. Major capital improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, parks and recreational facilities and services.

PUBLIC FACILITY OR USE. Any building or open area publicly owned and operated for the purpose of providing public services.

PUBLIC SIGN. A sign placed under the authority of duly authorized government officials, including traffic signs, legal notices, public safety signs, or signs placed by such authorized official for the public health, safety, welfare, or convenience.

PUBLIC UTILITY FACILITY. A facility which provides initial generation or major treatment, storage, or distribution with respect to a public utility such as water supply, sewer, gas, telephone, and electricity, but not including wireless communication antennas and towers.

PUD - PLANNED UNIT DEVELOPMENT. A land area under unified control which is planned and programmed in a single development operation or in a series of prescheduled phases according to an officially approved final development plan.

RATE. Volume per unit of time

RECOVERY RESIDENCE. An alcohol and drug-free residential dwelling, for individuals deemed disabled/handicapped by the Fair Housing Act and/or the Americans With Disabilities Act as a result of alcohol and/or drug addictions, that is in compliance with the standards set forth by the National Association of Recovery Residences and the Florida Association of Recovery Residences as much as is practicable.

RECLAMATION PLAN. A plan which describes how reclamation, including the restructuring, reshaping, and vegetation of disturbed lands to a form in which the lands may be beneficially used and includes the process of restoration, will take place.

RECREATIONAL FACILITY. A place designed and equipped for the conduct of sports, leisure time, fitness and recreational activities, including sports instruction schools.

RECREATIONAL VEHICLE PARK. A lot or parcel designed and developed in accordance with the requirements of this chapter and maintained under single ownership, where designated sites are offered for rent, lease or sale for the temporary placement of recreational vehicles to be utilized for sleeping or eating in conjunction with recreation and/or vacation purposes. RV parks are restricted to temporary occupancy of any individual unit of no more than six months.

RECREATION VEHICLES. Any vehicle-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own mode of power or is mounted on or propelled by another vehicle including: camper, travel trailer, truck camper, and motor homes.

REPLACEMENT TREE. Shall mean any tree planted or preserved as a condition of approval of a tree removal permit.

RESIDENT. A resident of a community residential home is any of the following: a frail elder as defined by Florida Statutes Section 429.65, a person who is handicapped as defined in Florida Statutes Section 760.22(7)(a), a person who has a developmental disability as defined by Florida Statutes Section 393.063, a nondangerous person who has a mental illness as defined in Florida Statutes Section 394.455, or a child who is found to be dependent as defined in Florida Statutes Section 39.01 or 984.03, or a child in need of services as defined by Florida Statutes Section 984.03 or 985.03.

RESIDENTIAL COMPLEX. (See "COMMERCIAL/INDUSTRIAL/RESIDENTIAL COMPLEX").

RESTAURANT. An establishment where food and beverage are prepared and served for pay primarily for consumption on the premises.

RESTAURANT, DRIVE-THROUGH. An establishment whose is serving food to the public for consumption on the premises by order from and service to vehicular passengers outside the structure.

RESTAURANT, FULL SERVICE. A commercial establishment that offers a menu of food and beverages for immediate consumption, primarily on-premises. This type of restaurant provides table, counter, and/or booth service, with wait staff responsible for taking orders and serving meals. Full-service restaurants may also offer takeout service.

RESUBDIVISION. A change in a map of an approved or recorded subdivision if such change affects any street layout on such map or area reserved thereon for public use, or any lot line or if it affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivisions. (Also see "SUBDIVISION").

RETAIL BUSINESS. An establishment where goods are displayed and offered for purchase directly by the intended consumer or user of those goods.

REVOLVING SIGN. ("See ANIMATED SIGN").

RIGHT-OF-WAY. A strip of land dedicated, deeded, occupied or intended to be occupied by a street, walkway, boulevard, road, avenue, alley or other means of ingress or egress, railroad, electric transmission line, gas pipeline,

water main, sanitary main, storm water main, swale, drainage canal, ditch or other drainage facility or structure, shade trees or for another special use.

RIP RAP. A loose assemblage of unconsolidated boulders, rocks, or clean concrete rubble arranged along the natural slope of the shoreline, often over a porous filter cloth, intended to stabilize the shoreline and reduce erosion. Concrete rubble shall be free to exposed reinforcing rods or similar protrusions, tar, asphalt, and paint.

ROOF-MOUNTED AMATEUR RADIO ANTENNA SUPPORT STRUCTURE. An amateur radio antenna support structure that is affixed to any building or accessory structure.

ROOF LINE. The highest continuous horizontal line of a roof on a sloping roof, the roof line is the principal ridge line or the highest line common to one (1) or more principal slopes of the roof. On a flat roof, the roof line is the highest continuous line of the roof or parapet, whichever is higher.

ROOF SIGN. Any sign, installed, constructed or maintained above the deck line or eave of any building.

ROOT PROTECTION ZONE. The pervious area beneath a tree centered on the trunk. For preserved trees, this means the area beneath the drip line of the tree. Root protection zones that include existing impervious area(s) not adversely affecting the viability of the tree, may be acceptable.

ROTATING SIGN. (See "ANIMATED SIGN").

RUNOFF. A term generally used to describe stormwater that is unable to soak into the ground and which flows over land.

RUNOFF COEFFICIENT. Ratio of the amount of rain which runs off a surface to that which falls on it; a factor from which runoff can be calculated.

SANDWICH SIGN. (See "A-FRAME SIGN").

SEDIMENTATION OR SILTATION. The process by which mineral or organic matter is removed from its site or origin, transported and subsequently deposited by air, water or mechanical activities.

SELF-SERVICE STORAGE FACILITY. An enclosed storage facility of a commercial nature containing independent, fully enclosed bays which are leased to persons exclusively for dead storage of their household goods and/or personal property.

SEMI-PUBLIC FACILITY OR USE. Any building or open area privately owned and operated for the purpose of providing public services, but not including wireless communication antennas and towers.

SERVICE AND REPAIR FACILITY. An establishment whose primary function is to provide service and/or repairs upon personal, household, or small commercial equipment, but excluding automotive or vehicle repair.

SERVICE STATION. An establishment utilized principally for the business of fueling and lubricating motor vehicles and for performances of incidental service to motor vehicles such as hand washing, cleaning, polishing, tire changing and repair, battery recharging and replacement, minor repairs and tune-ups, and including the sale of tires, batteries, incidental parts, and accessories. Service permissible in a service station shall not include major mechanical and body work, straightening of frames or body parts, steam cleaning, painting, welding, storage of automobiles not in operating condition, operation of a commercial parking lot or a commercial garage as an accessory use, or other characteristics to an extent greater than normally found in such stations; any establishment performing those services shall be deemed to be an auto repair shop or garage.

SERVICE VOLUME (ROADS). (See "CAPACITY (ROADS)").

SETBACK LINE, BUILDING. An imaginary line running parallel to a front, side, or rear property line and establishing the rear edge of a yard or open area in which no building, structure, or use may be placed or established, unless otherwise permitted herein. For irregular shaped lots, the Zoning Administrator may interpret from where the setback line is to be measured.

SFWMD. South Florida Water Management District.

SHORELINE. The immediate interface of land and water; the mean high tide line in non-vegetated areas, and the landward extent of wetland species of vegetation as listed in Chapter 17-4, FAC. where such "Marine Species" constitute the dominant plant community.

SHORE PROTECTION STRUCTURES. Shore hardening structures, such as seawalls, bulkheads, revetments, groins, and aggregates of materials other than natural sediments, used to prevent erosion and protect other structures from waves and other hydrodynamic forces.

SHRUBS. Any low, self-supporting, multi-stemmed evergreen.

SIGHT DISTANCE TRIANGLE. An area adjacent to an intersection or driveway that must be clear of visual obstructions, such as landscaping, to allow drivers to see intersecting traffic. See Section 158.204 of the Zoning Code for visibility at intersections in Zoning Districts.

SIGN. Any writing (including letter, word, or numerical), pictorial presentation (including illustration or decoration), emblem (including device, symbol, or logo), flag (including banner or pennant), or any other figure of similar character, that; (1) is a structure or any part thereof, or is attached to, painted on, or in any other manner represented on a building or other structure; (2) is used to announce, direct attention to, or advertise; and (3) is visible from outside a building. A sign includes writing, representation, or other figures of similar character, within a building not attached to a window and can be viewed through a glassed wall of a building.

SIGN HEIGHT. The vertical distance to the highest point of a sign. Freestanding signs shall be measured from the crown of the nearest abutting street.

SINGLE-FAMILY RESIDENTIAL AREA. Any portion of the city divided into lots intended to contain a single dwelling unit designed for occupancy by one family.

SITE PLAN REVIEW COMMITTEE. A committee established by Chapter 158 of the city's Code of Ordinances. The Committee reviews, comments and makes recommendations with respect to development applications.

SNIPE SIGN. Any off-premises sign of any size, made of any material, including, but not limited to, paper, cardboard, wood, and metal, when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, fences or other objects, and the advertising matter appearing thereon is not applicable to the premises upon which said sign is located.

SOLAR ENERGY SYSTEM. Any device or combination of devices or elements which rely upon direct sunlight as an energy source, including, but not limited to, any substance or device which collects sunlight for use in the heating or cooling of a structure or building, the heating or pumping of water, or the generation of electricity. A solar energy system may be used for purposes in addition to the collection of solar energy. These uses include, but are not limited to, serving as a structural member or part of the roof of a building or structure and serving as a window or wall. A solar energy system may be mounted on the building or on the ground and is not the principal use of the property.

SOLAR GENERATION STATION. An energy generation facility comprised of one or more freestanding, ground mounted devices that capture solar energy and convert it to electrical energy for use in locations other than where it is generated. Solar generation stations typically utilize photovoltaic solar cells, but can also be combinations of light reflectors, concentrators, and heat exchangers. A solar generation station is also known as a solar plant, solar generation plant, solar farm, solar power plant, or solar thermal power plant.

SPECIAL EXCEPTION USE. Any use so designated within Section 158.260, which use shall be subject to review and approval in accordance with the requirements of this chapter for the particular lot or parcel involved

SPECIMEN TREE. A tree which is of high value because of its type, size, age or other relevant criteria.

SPONSORING AGENCY. An agency or unit of government, a profit or not for profit agency, or any other person or organization which intends to establish or operate a community residential home.

SPREAD. Means the crown diameter measured by taking the average of the widest branch spread and the branch spread perpendicular to it.

STORMWATER. The flow of water which results from, and that occurs immediately following, a rainfall.

STORMWATER MANAGEMENT SYSTEM. The system, or combination of systems, designed to treat stormwater, or collect, convey, channel, hold, inhibit, or divert the movement of stormwater on, through, and/or from a site.

STREET. A public or approved private thoroughfare which affords the principal means of access to abutting property. Street includes a lane, way, place, drive, boulevard, road, avenue, alley or other means of ingress or egress, regardless of the descriptive term used.

STREET, APPROVED PRIVATE. A private thoroughfare which affords the principal means of access to abutting property and which has been specifically approved for said access by official action of the City Council, but the maintenance and upkeep of which remains the responsibility of the owner or owners of record.

STREET, ARTERIAL. Any street or thoroughfare so designated by official action of the City Council or designated as such within the Comprehensive Plan. Arterial streets and highways are intended to serve moderate to large traffic volumes traveling relatively long distances. Requirements for speed and level of service are usually quite high. Access to arterials should be well-controlled and, in general, limited to collector streets or highways.

STREET, COLLECTOR. Any street or thoroughfare so designated by official action of the City Council or designated as such within the Comprehensive Plan. Collectors are intended to serve as the connecting link for local streets and highways and to provide intra-neighborhood transportation. The traffic characteristics generally consist of relatively short trip lengths and moderate speeds and volumes. Access to collectors should be restricted to local streets and highways and major traffic generators.

STREET, LOCAL. Any street not designated as a collector or arterial street. The primary function of a local street or highway is to serve the adjacent property by providing the initial access to the highway network. These facilities are characterized by short trip lengths, low speeds and small traffic volumes. The design of the network should be directed towards eliminating through traffic from these facilities.

STRUCTURAL ALTERATION. Any change, alteration, or addition to a building or structure which involves bearing walls or supporting members.

STRUCTURE. Anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground.

SUBDIVISION. The division of a lot, tract or parcel of land, whether improved or unimproved, into two (2) or more lots, tracts, parcels or other divisions of land for the purpose, whether immediately or future, of transfer of ownership, development or lease, or, if the establishment of a new street is involved, any division of such lot, tract or parcel. The term includes a resubdivision and, when appropriate to the context, shall relate to the process of subdividing or to the land subdivided.

SUBSTANTIAL CONSTRUCTION WORK. The commencement and continuous prosecution of construction of required improvements toward completion.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Any extension, repair, reconstruction, or other improvement of a property, the cost of which equals or exceeds fifty (50) percent of the fair market value either before the improvement is started or, if the property has been damaged and is being restored, before the damage occurred.

SURFACE WATER. Water above the surface of the ground whether or not flowing through definite channels.

SWINGING SIGN. Any sign that swings freely from or on supports regardless of the guy wires used in connection therewith.

SWPPP. Stormwater Pollution Prevention Plan. Plan showing the BMPs to reduce storm water runoff from cleared areas or construction sites. Can also be referred to as an Erosion Control Plan.

TELECOMMUNICATION SWITCHING FACILITIES. Telecommunication switching facilities will have the following characteristics: Consist of less than four hundred twenty-five (425) square feet of total floor space; not be occupied; have only two (2) parking spaces; and be used for telecommunication switching equipment only.

TEMPORARY COMMERCIAL KITCHEN. Temporary Commercial Kitchen ("TCK") is defined as set forth in Section 509.102, Florida Statutes, as amended.

TEMPORARY INSTALLATIONS. Those installations of amateur radio antennas and amateur radio support structures that remain in place for a period less than ninety (90) consecutive days and whose manufacturer's specifications do not recommend or require concrete footings

TEMPORARY SIGN. Any sign that is not a permanent sign and is intended to be used for less than 12 months.

TEMPORARY USE. A use, other than an accessory use, that does not involve the construction or alteration of any permanent structure and that is established for a fixed period of time with the intent to discontinue such use upon the expiration of the established time period.

TIME AND TEMPERATURE SIGN. A display containing illuminated numerals flashing alternately to show the time and/or temperature.

TOWNHOUSE. A single-family dwelling unit constructed in a series or group of two or more attached units with property lines separating such units in which each unit extends from the foundation to roof and with a yard on not less than two sides.

TREE. Any self-supporting, woody plant having at least one well-defined stem that will gain a minimum height of 20 feet when mature.

TREE PROTECTION BARRIER. A suitable structure as installed as close as possible to the perimeter of the tree protection area prior to construction, land clearing, or demolition.

TRAILER SIGN. Any sign installed on a frame or structure with wheels other than a motor vehicle. Also see "Portable Sign."

UNDER CANOPY SIGN. Any sign hung under a canopy perpendicular to the building to promote a pedestrian environment.

UPLAND. All land areas not defined as wetlands per Section 157.08.

USACE. United States Army Corps of Engineers.

USE. The purpose for which land or water or a structure thereon is designated, arranged, or intended to be occupied or utilized or for which it is occupied or maintained. The use of land or water in the various zoning districts is governed by this chapter.

USE OF LAND OR WATER. Includes use of land, water surface, and land under water to the extent covered by zoning districts, and over which the city has jurisdiction.

UTILITIES. Any publicly or privately operated utility, such as, but not limited to, storm drainage, sanitary sewers, electric power, water service, gas service, telephone and television cable systems.

VSHAPED SIGN. Any sign which has two (2) faces which are not parallel.

VARIABLE MESSAGE BOARD. Portable electronic devices which may be used for providing information to motorists about construction schedules, alternate routes, expected delays, detours, and any other public message for the health, safety or welfare of the traveling public and residents. Use limited to government agencies.

VARIANCE. A relaxation of the terms of this zoning code where a variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the petitioner or applicant, a literal enforcement of the requirements of this chapter would result in unnecessary and undue hardship on the land.

VEHICLE SIGN. A sign affixed to or painted on a transportation vehicle or trailer for the purpose of identification or advertisement. Vehicle signs shall not include political signs, bumper stickers, or signs required by law, ordinance, or regulations.

VERTICAL ANTENNA. A vertically polarized conductor of radio waves that is perpendicular to the ground and that has an omni-directional pattern.

VETERINARY HOSPITAL OR CLINIC. Any structure or premises used primarily and essentially for the medical and surgical care of ill, disabled, or injured animals.

VINES. Any of a group of woody or herbaceous plants which may climb by twining, by means of aerial rootlets or tendrils, or which may simply sprawl over the ground.

VIRTUAL AUTO SALES. A business that primarily sells new or used vehicles online, enabling customers to browse inventory, secure financing and complete their purchase remotely. The operation may include a physical office and display as required by the Florida Administrative Code (FAC) 15C-7.003.

WALL SIGN (FACADE SIGN). Any sign fastened to, painted on, or incorporated into the structure or architecture of the outside facade of a building. Such signs, located on the exterior of a building are considered wall signs and are calculated as part of the total façade signage permitted.

WATER REFUSE PLAN. A plan which describes how water used in the mining process will be conserved through a reuse program.

WETLANDS. Hydrologically sensitive areas which are identified as being inundated or saturated by surface or ground water with a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

WHOLESALE TRADE. Establishments or places of business primarily engaged in selling merchandise to retailers; to industrial, commercial, institutional or professional business users, or to other wholesalers; or acting as agents or brokers and buying merchandise for such individuals or companies.

WILDLIFE CORRIDORS. Areas of open space, preferably well vegetated, which connect conservation areas and allow wildlife traffic between different vegetative communities.

WINDOW SIGN. Any sign which is attached or painted, either permanently or temporarily, on the interior or exterior of a window, glass door, glass wall, or which is placed within 12 inches of the window, glass door, or glass wall.

WIRELESS COMMUNICATION ANTENNAS. An antenna designed to transmit or receive communications as authorized by the Federal Communications Commission.

WIRELESS COMMUNICATION TOWERS.

1. A structure or ground-mounted tower which:

    a. Is greater than 35 feet in height, as measured from the base of the structure as provided in Section 158.213(M)(2);

    b. Does not exceed 300 feet in height (including antenna); and

c. Is principally intended to support communication (transmission or receiving) equipment for radio, TV, microwave, cellular, and similar communication purposes.

2. The term COMMUNICATION TOWER shall not include amateur radio operators' equipment licensed by the Federal Communications Commission (FCC). Communication towers are generally described as either monopole (free-standing), guyed (anchored with guy wires), or self-supporting (square, triangular, or pyramidal in plan view and constructed of steel lattice, tubular steel, reinforced concrete, or wood.).

YAGI ANTENNA. Often referred to as a beam antenna, the yagi is directional and typically results in a gain in signal strength. It is very similar in appearance to a traditional outdoor television antenna in that its elements or radiators are parallel to the ground.

YARD.

1. A required open space which is unobstructed from the ground upward except as otherwise allowed in this chapter, and except for fences, poles, posts, permitted signs, children's play equipment, other customary yard accessories, driveways, ornaments, statuary, and furniture which will not violate height limitations and requirements limiting obstruction of visibility.

2. The depth of any yard shall be measured at right angles to the appropriate lot line so that the yard established is a strip the minimum depth required by district regulations.

YARD, FRONT. A yard extending between side lot lines across the front of a lot adjoining a street; except that on lots fronting on more than one street, the front yard will be determined by the Zoning Administrator based on the location of any abutting arterial or collector streets, the prevailing patterns and the lot depth requirements of the zone.

YARD, REAR. A yard extending across the rear of the lot between side yards. The rear yard shall be at the opposite end of the lot from the front yard, unless otherwise specified by the Zoning Administrator.

YARD, SIDE. A yard extending from the interior (rear) line of the front yard to the rear lot line along any side lot line.

YARD, SPECIAL. A yard so placed or oriented that neither the term side yard nor the term rear yard clearly applies. In those cases, the Zoning Administrator shall require a yard with minimum dimensions as generally required for a side yard or rear yard in the district, determining which shall apply by the relation of the portion of the lot on which the yard is located to the adjoining lot or lots, with due regard to the orientation and location of structures and buildable areas thereon.

YEARLY INFORMATION REPORT (YIR) AND DATA BASE. An annual report prepared by the Director of Planning and Zoning which determines the existing condition of public facilities, determines and summarizes the available capacity of the public facilities based on their Level of Service (LOS), and forecasts the capacity of existing and planned public facilities identified in the Five-Year Capital Improvement Schedule.

ZONING ADMINISTRATOR. (See Section 158.350 of the Zoning Code).

ZONING DISTRICT. Any of the designated districts established within Section 158.020, for which delineation may be shown on the zoning map and for which specific regulations and requirements are included herein.

ZONING REGULATIONS. City of Port St. Lucie Code, as may be amended, which controls and regulates zoning for the incorporated portion of the city.

ZONING MAP. The official map described within Section 158.022(A), upon which the delineation of the several zoning districts are shown for locations within the city.

(Ord. No. 15-84, § 1, 12-7-15; Ord. No. 17-16, § 1, 3-13-17; Ord. No. 17-48, § 2, 8-14-17; Ord. No. 17-79, § 2, 11-27-17; Ord. No. 18-26, § 2, 5-29-18; Ord. No. 18-44, § 2, 9-10-18; Ord. No. 23-17, § 2, 2-27-23; Ord. No. 23-83, § 2, 1-8-24; Ord. No. 24-82, § 3, 1-13-25; Ord. No. 25-06, § 2(Exh. A), 1-27-25; Ord. No. 25-24, § 2(Exh. A), 5-12-25)

Sec. 158.233. Reasonable accommodation procedures.

(A) **Purpose and Applicability:** It shall be the policy of the City of Port St. Lucie to provide reasonable accommodation in the application of its ordinances, rules, policies, and procedures for persons with disabilities as provided by the federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131, et seq.) ("ADA"). For purposes of this section, a "disabled" individual or person is an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA.

(B) **Requirements for Filing a Reasonable Accommodation Request:**

(1) Any person who is disabled (or qualifying entity) (collectively "Applicant") may request a reasonable accommodation with respect to the City's land use or zoning laws, rules, policies, practices and/or procedures as provided by the FHA and the ADA pursuant to the procedures set forth in this section. It is the obligation of the Applicant to establish that they, or those on whose behalf the request is made, are protected under the FHA and/or ADA by demonstrating that they, or those on whose behalf the request is made, are disabled/handicapped as defined by the FHA and/or ADA and that the proposed accommodation is both reasonable and necessary to afford the Applicant, or those on whose behalf the request is made, an equal opportunity to use and enjoy the residential dwelling.

(2) A request by an Applicant for a reasonable accommodation under this section shall be in writing by completion of a reasonable accommodation request form, which form is maintained by (and shall be submitted to) the City Attorney's Office. The reasonable accommodation request form shall contain such questions and requests for information as are necessary for processing the reasonable accommodation request.

(3) If the request for a reasonable accommodation is made by a qualifying entity on behalf of disabled individuals: (i) it is the continuing obligation of the qualifying entity to submit Verification of Disability Status forms on behalf of each of the disabled individuals. The Verification of Disability Status Form is maintained by (and shall be submitted to) the City Attorney's Office and (ii) the reasonable accommodation request form must be signed by both the owner and the Applicant of the residential dwelling (if different individuals).

(4) Should the information provided by the disabled individual(s) or qualifying entity to the City include medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled individual(s), such individual(s) may, at the time of submitting such medical information, request that the City, to the extent allowed by law, treat such medical information as confidential information of the disabled individual(s). The City shall thereafter endeavor to provide written notice to the disabled individual(s) and/or their representative, of any request received by the City for disclosure of the medical information or documentation, which the disabled individual(s) has previously requested be treated as confidential by the City. The City will cooperate with the disabled individual(s), to the extent allowed by law, in actions initiated by such individual(s) to oppose the disclosure of such medical information or documentation, but the City shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the disabled individual(s) or qualifying entity.

(C) **Spatial Considerations:** If the clustering of Recovery Residences would occur by the granting of an Applicant's reasonable accommodation request, it shall be the obligation of the Applicant to establish that such clustering would not create a fundamental alteration of a residential neighborhood and will best meet the needs of the Applicant.

(D) **Reasonable Accommodation Decision Making Process:**

(1) The City Manager, or his/her designee, shall have the authority to consider and act on requests for reasonable accommodation. When a reasonable accommodation request form has been completed and submitted to the City Attorney, it will be referred to the City Manager, or designee, for review and consideration. The City Manager, or designee, shall issue a written determination within thirty (30) days of the date of receipt of a completed application and may, in accordance with federal law:

(i) Grant the accommodation request;

(ii) Grant a portion of the request and deny a portion of the request, and/or impose conditions upon the grant of the request; or

(iii) Deny the request, in accordance with federal law.

Any such denial shall be in writing and shall state the grounds therefor. All written determinations shall give notice of the right to appeal. The notice of determination shall be sent to the Applicant by certified mail, return receipt requested. If reasonably necessary to reach a determination on the request for reasonable accommodation, the City Manager, or designee, may, prior to the end of said thirty (30) day period, request additional information from the Applicant, specifying in sufficient detail what information is required. The Applicant shall have fifteen (15) days after the date of the request for additional information to provide the requested information. In the event a request for additional information is made, the thirty (30) day period to issue a written determination shall no longer be applicable, and the City Manager, or designee, shall issue a written determination within thirty (30) days after receipt of the additional information. If the Applicant fails to provide the requested additional information with said fifteen (15) day period, the City Manager, or designee, shall issue a written notice advising that the Applicant had failed to timely submit the additional information and therefore the request for reasonable accommodation shall be deemed abandoned and/or withdrawn and no further action by the City with regard to said reasonable accommodation request shall be required.

(2) Within thirty (30) days after the City Manager's, or designee's, determination on a reasonable accommodation request is mailed to the Applicant, such Applicant may appeal the decision. All appeals shall contain a statement containing sufficient detail of the grounds for the appeal. Appeals shall be to the Special Magistrate who shall, after public notice and a quasi-judicial public hearing, render a determination as soon as reasonably practicable, but in no event later than thirty (30) days after an appeal has been filed. An appeal of a decision by the Special Magistrate shall be handled exclusively in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida. Such appeal shall be taken by filing a petition for writ of certiorari within thirty (30) days from the date of filing of the written order by the City Clerk.

(E) **Reapplication after Denial of a Reasonable Accommodation Request:** No reasonable accommodation request shall be considered by the City if the Applicant's same or substantially similar reasonable accommodation request was denied, and not overturned by subsequent order, within the previous twelve (12) months absent a material and substantial change in circumstances from the date of the denial. It shall be in the City Attorney's sole discretion to determine whether a material and substantial change in circumstances has occurred.

(F) **Revocation of an Approved Reasonable Accommodation Request:**

(1) **Grounds for Revocation.** The City Manager, or designee, may initiate an action to revoke an approval for a reasonable accommodation request, when he or she finds by competent and substantial evidence that:

(i) The Applicant provided false or misleading information on the reasonable accommodation request;

(ii) The property subject to the reasonable accommodation request has been found to be in violation the conditions of approval of the reasonable accommodation request;

(iii) Any applicable state or federal certification has expired or been revoked; or

(iv) Since the granting of the reasonable accommodation request, the reasonable accommodation has become injurious to the health, safety or welfare of the public.

(2) **Revocation Procedures.**

(i) **Notice of Intent to Revoke.** If the City Manager, or designee, finds cause exists to revoke a reasonable accommodation, he or she shall cause to be served upon the Applicant a written notice of intent to revoke which shall contain the grounds upon which such revocation is proposed. The applicant shall have ten (10) days in which to respond.

(ii) **Notice of Hearing.** If the Applicant fails to show compliance with the order approving the reasonable accommodation request, City Manager, or designee, shall schedule a publicly noticed quasi-judicial hearing to occur no later than thirty (30) days from the date the Notice of Intent to Revoke was served upon the Applicant before the Special Magistrate and shall cause to be served upon the Applicant a Notice of Hearing.

(iii) The Special Magistrate shall, after public notice and a quasi-judicial public hearing, render a determination as soon as reasonably practicable, but in no event later than thirty (30) days after the Notice of Hearing has been filed. An appeal of a decision by the Special Magistrate shall be handled exclusively in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida. Such appeal shall be taken by filing a petition for writ of certiorari within thirty (30) days from the date of filing of the written order by the City Clerk.

(G) **Annual Renewal:** An approval of a reasonable accommodation request shall be valid for twelve (12) months. An Applicant may renew the reasonable accommodation request approval by completion of a renewal reasonable accommodation request form, which form is maintained by (and shall be submitted to) the City Attorney's Office. The renewal reasonable accommodation request form shall contain such questions and requests for information as are necessary for processing the reasonable accommodation renewal request. Said form must be received by the City Attorney no later than the last day of the eleventh month from when the last approval was granted. All forms submitted after that date shall result in a denial.

(H) **Fees:** There shall be no fee imposed by the City in connection with a request for reasonable accommodation under this section or an appeal of a determination of such request to the Special Magistrate, and the City shall have no obligation to pay an Applicant's (or an appealing party's, as applicable) attorneys' fees or costs in connection with the request, or an appeal.

(I) **Pending Application or Appeal and Enforcement of Zoning Code:** While an application for reasonable accommodation, or appeal of a determination of same, is pending before the City, the City will not enforce the subject zoning ordinance, rules, policies, and procedures against the Applicant.

(J) **General Provisions:**

(1) The City shall display a notice on the City's webpage (and shall maintain copies available for review in P&Z, the Building/Permitting Division, and the City Clerk's Office), advising the public disabled individuals (and qualifying entities) may request reasonable accommodation as provided herein.

(2) A disabled individual may apply for a reasonable accommodation on his/her own behalf or may be represented at all stages of the reasonable accommodation process by a person designated by the disabled individual.

(3) The City shall provide such assistance and accommodation as is required pursuant to FHA and ADA in connection with a disabled person's request for reasonable accommodation, including without

limitation, assistance with reading application questions, responding to questions, completing the form, filing an appeal, and appearing at a hearing, etc., to ensure the process is accessible.

(K) **Supplemental Procedures for Certified Recovery Residences:**

(1) Pursuant to Section 397.487, Florida Statutes, supplemental procedures apply to reasonable accommodation applications for certified recovery residences.

(2) This subsection shall be interpreted in accordance with Chapter 397, Florida Statutes.

(3) To the extent not in direct conflict with this subsection, the general procedures of this Section shall apply to reasonable accommodation requests pertaining to certified recovery residences. However, the Applicant must identify, at the time of initial application, that it is an application for a certified recovery residence for the provisions of this subsection to apply.

(4) Upon receipt of an application to operate a certified recovery residence, the application shall be date-stamped. If additional information is required, the Applicant must be notified in writing within 30 days after receipt of the application and allow the Applicant at least 30 days to respond.

(5) The City Manager must issue a final written determination on the application within 60 days after receipt of a completed application. The determination must:

(a) Approve the request in whole or in part, with or without conditions; or

(b) Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

(6) If a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

(7) The application shall utilize the forms maintained by the City Attorney's Office for other reasonable accommodation requests. At minimum, the application must include:

(a) The name and contact information of the Applicant or the Applicant's authorized representative;

(b) The property address and parcel identification number; and

(c) A description of the accommodation requested and the specific regulation or policy from which relief is sought.

The above requirements shall not be interpreted to limit the information an Applicant is obligated to provide in order for the application to be deemed complete.

(8) A reasonable accommodation for a certified recovery residence may be revoked pursuant to the provisions of subsection (F) above. However, a lapse, revocation, or failure to maintain certification or licensure required under Section 397.487, Florida Statutes, may not provide a basis for revocation unless such certification or licensure has not been reinstated within 180 days of the initial lapse or revocation.

(Am. Ord. 13-04, § 1, passed 1-22-13; Ord. No. 17-79, § 3, 11-27-17)



Text Amendment to Chapters 153 and Section 158.233

(P25-215)

City Council Meetings March 23, 2026 & April 13, 2026

Request Summary

Request:	A City initiated text amendment to Chapter 153: Definitions and Section 158.233. Reasonable Accommodation Procedures of the Zoning Code.
Applicant:	City of Port St. Lucie
Strategic Plan	This application supports Goal 7 of the Strategic Plan: High Performing Government Organization

Reason for the Proposed Changes

Effective July 1, 2025, the State's regulatory framework for certified recovery residences was updated by the enactment of Chapter 2025-182 and codified in Subsection 397.487(15)(a) of the Florida Statutes. This new legislation mandates that every municipality adopt a specific ordinance establishing local procedures for the review and approval of certified recovery residences within its jurisdiction.

Proposed Amendment

Sec. 153.01. Definitions.

CERTIFIED RECOVERY RESIDENCE. A recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator. As further defined in Chapter 397.311 Florida Statutes, as amended.

Proposed Amendment

- Adds a new subsection (K) at the end of Section 158.233 Reasonable accommodation procedures regarding Certified Recovery Residences.

Key additions to include:

- Establishing a mandatory timeline for the review of certified recovery residence applications.
- The automatic granting of requests if a final written determination is not issued by the City within the specified timeline.
- Restricting the use of a lapsed certification or licensure as a basis for revoking existing accommodation.

Recommendation

On March 3, 2026 the Planning and Zoning Board recommended approval of the proposed text amendments.

Agenda Summary

2026-287

Agenda Date: 3/23/2026 **Agenda Item No.:** 10.b

Placement: First Reading of Ordinances / Public Hearing

Action Requested: Motion / Vote

Ordinance 26-25, Public Hearing, An Ordinance Amending Title XV, “Land Usage”, Chapter 158, “Zoning Code”, Article VI “Open Space Districts” of the Code of Ordinances of the City of Port St. Lucie by Amending Section 158.100 to Add Enclosed Assembly Area as a Special Exception Use in the Open Space Recreational (OSR) Zoning District (P26-030).

Submitted By: Bethany Grubbs, AICP, Senior Planner

Strategic Plan Link: The City's Goal of Strategic Growth for a Resilient Future.

Executive Summary (General Business): This application is a city-initiated text amendment to add “Enclosed Assembly” uses, without alcoholic beverage sales, as a Special Exception within the Open Space Recreational (OSR) Zoning District. The OSR district is intended to provide areas uniquely suited for public open space, recreational activities, and other public or semi-public facilities that promote the public welfare and ensure land use compatibility.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Council approve the amendment as recommended by the Planning and Zoning Board.

1. Move that the Council amend the recommendation and adopt the amendment as recommended by the Planning and Zoning Board
2. Move that the Council not adopt the amendment and provide staff direction.

Background: The Planning and Zoning Board recommended approval at the March 3, 2026, Planning and Zoning Board meeting.

Currently, OSR zoning permits parks or playgrounds, or other recreational or cultural facilities (public) and golf courses (public and private) with or without an alcoholic beverage license. This amendment would allow a broader range of enclosed assembly uses (public and private) in the OSR zoning district as a Special Exception Use, while prohibiting alcoholic beverage sales. This amendment allows more opportunities for reuse of existing buildings by allowing additional enclosed assembly uses in existing or proposed buildings on land zoned OSR.

Issues/Analysis: Enclosed assembly uses will require City Council approval through the Special Exception

process to ensure they are appropriate for the location. The review includes a conceptual site plan and evaluation of traffic impacts, parking adequacy, site access, and compliance with buffering. Conditions may be imposed to address operational impacts. The OSR zoning designation provides the regulations for building coverage, height, setbacks, and impervious area, ensuring that the proposed enclosed assembly use is consistent with the OSR district's intent.

The proposed changes are shown in Exhibit "A" with additions shown as underlined and deletion shown as strikethrough.

Financial Information: N/A

Special Consideration: N/A

Location of Project: Citywide (OSR Zoning District)

Business Impact Statement: N/A

Attachments:

1. Ordinance
2. Exhibit "A" Sec. 158.100. - Open Space Recreational (OSR)
3. Staff Report
4. Staff Presentation

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26063-08

Legal Sufficiency Review:
Reviewed by Elizabeth L. Hertz, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

ORDINANCE 26-

AN ORDINANCE AMENDING TITLE XV, "LAND USAGE", CHAPTER 158, "ZONING CODE", ARTICLE VI "OPEN SPACE DISTRICTS" OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE BY AMENDING SECTION 158.100 TO ADD ENCLOSED ASSEMBLY AREA AS A SPECIAL EXCEPTION USE IN THE OPEN SPACE RECREATIONAL (OSR) ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (P26-030).

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50, as subsequently amended via Ordinance 12-19 and Ordinance 20-28; and

WHEREAS, Section 163.3202, Florida Statutes, provides for the amendment and enforcement of land development regulations that are consistent with and implement the adopted comprehensive plan; and

WHEREAS, Section 163.3174, Florida Statutes, provides that the Local Planning Agency shall review proposed land development regulations and make recommendations to the governing body as to the consistency of the proposed land development regulations with the adopted Comprehensive Plan; and

WHEREAS, the City of Port St. Lucie proposes a Code Amendment, P26-030 to amend Section 158.100 of the City of Port St. Lucie Code of Ordinances, as depicted in attached Exhibit A; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174, Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment to the Code of Ordinances (P26-030) and submitted its recommendations thereon to the City Council; and

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the Port St. Lucie City Council has found and determined that the adoption of an amendment to Section 158.100 of the City of Port St. Lucie Code of Ordinances, as depicted on attached Exhibit A, will foster and preserve the public health, safety and welfare; improve and protect the environment and value and character of the community; and implement the adopted comprehensive plan.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Ordinance.

Section 2. Section 158.100 is amended only as specifically shown on Exhibit A and all other provisions of Section 158.100 shall remain the same.

Section 3. All remaining provisions of Chapter 158 shall remain in full force and effect.

Section 4. Conflict. If any ordinances, or parts of ordinances, are in conflict herewith this Ordinance shall control to the extent of the conflicting provisions.

Section 5. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 6. Codification. The provisions of this Ordinance shall be made a part of the Code of Ordinances of the City of Port St. Lucie, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; the word "ordinance" may be changed to "section" or other appropriate word as may be necessary.

Section 7. Effective Date. This Ordinance shall become immediately after final adoption on second reading.

[Remainder of page intentionally left blank]

ORDINANCE 26-

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this

_____ day of _____ 2026.

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

BY:_____
Richard Berrios, City Attorney

Sec. 158.100. Open Space Recreational Zoning District (OSR).

(A) **Purpose.** The purpose of the open space recreational zoning district (OSR) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of public open space and recreational activities, and other public and semi-public facilities necessary to provide services to the citizens of Port St. Lucie and to promote the public welfare; to designate those uses and services deemed appropriate and proper for location and development within said zoning district; and to establish development standards and provisions as are appropriate to ensure proper development and a high degree of land use compatibility.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Park or playground, or other recreation or cultural facility-(public) with or without an alcoholic beverage license for sale of alcoholic beverages to members and guests in accordance with Chapter 110;

(2) Golf course (public and private) with or without an alcoholic beverage license for sale of alcoholic beverages to members and guests in accordance with Chapter 110;

(3) Port St. Lucie Botanical Gardens including the sales of alcoholic beverages for on premises consumption in accordance with Chapter 110;

(4) Public drainage facilities.

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

(1) Marina (public or private);

(2) Wireless communication antennas and towers, as set forth in section 158.213.

(3) Billboards, on sites with OSC or OSR land use and as set forth in Chapter 155.

(4) Enclosed Assembly without an alcoholic beverage license for on-premises consumption of alcoholic beverages in accordance with Chapter 110. New construction will be required to meet the Commercial Building Design Development Standards of the Citywide Design Standards.

(D) **Accessory Uses.** As set forth within section 158.217. Accessory uses within this district shall be construed to include incidental retail uses such as cafeterias, gift or variety shops, soda bars, and similar use activities conducted solely for the convenience of patrons or visitors.

(E) **Minimum Lot Requirements.** Site of adequate size and proportions to accommodate the intended use, but not less than twenty thousand (20,000) square feet and having a minimum width of one hundred (100) feet.

(F) **Maximum Building Coverage.** Thirty-five (35) percent, provided that the combined area coverage of all impervious surfaces shall not exceed fifty (50) percent.

(G) **Maximum Building Height.** Thirty-five (35) feet.

(H) **Minimum Living Area.** Not applicable.

(I) **Setback Requirements and Landscaping.** All yard requirements shall be established for each specific use as part of the site plan review process, provided that the minimum building setback line shall be twenty-five (25) feet abutting property zoned residential. Landscaping and buffering requirements are subject to Chapter 154.

(J) **Off-Street Parking and Service Requirements.** As set forth in subsection 158.221.

(K) **Site Plan Review.** All permitted and special exception uses shall be subject to the provisions of sections 158.235 through 158.245.

(Ord. No. 98-84, § 1, 3-22-99; Am. Ord. 02-130, § 1(Exh. A), 2-10-03; Ord. No. 10-33, § 1, passed 6-14-10; Am. Ord. 10-61, § 1, 8-23-10; Am. Ord. 11-79, § 1(Exh. A), 11-14-11; Ord. No. 15-85, § 1, 12-7-15)

City of Port St. Lucie Zoning Text Amendment
Chapter 158 – Zoning Code, Section 158.100 – Open Space Recreational Zoning District (OSR)
Project No. P26-030

SUMMARY

Applicant's Request:	This application is a city-initiated text amendment to add "Enclosed Assembly" uses, without an alcoholic beverage license for on-premises consumption of alcoholic beverages in accordance with Chapter 110, as a Special Exception Use in the OSR Zoning District.
Applicant:	City of Port St. Lucie
Project Planner:	Bethany Grubbs, AICP, Senior Planner/Public Art Program

Project Description

This application is a city-initiated text amendment to add "Enclosed Assembly" uses, without alcoholic beverage sales, as a Special Exception within the Open Space Recreational (OSR) Zoning District. The OSR district is intended to provide areas uniquely suited for public open space, recreational activities, and related public or semi-public facilities that promote the public welfare and ensure land use compatibility.

Currently, OSR zoning permits parks or playgrounds, or other recreational or cultural facilities (public) with or without an alcoholic beverage license, public and private golf courses, the Botanical Gardens, and public drainage facilities. This amendment would allow a broad range of enclosed assembly uses in the OSR zoning district as a Special Exception Use, while prohibiting alcoholic beverage sales. This amendment allows more opportunities for reuse of existing buildings by allowing additional enclosed assembly uses in existing or proposed buildings on land zoned OSR.

Definition (Per City Code)

- **Enclosed Assembly Area:** Any enclosed area, building or structure where people assemble for a common purpose, such as social, civic, cultural, recreational and/or religious purposes, whether owned and/or maintained by a for-profit or not-for-profit entity, and includes, but is not limited to, public assembly buildings such as auditoriums, theaters, halls, private membership clubs and organizations, fraternal lodges, exhibition halls, convention centers, and places of worship, or other areas, buildings or structures that are used for religious purposes or assembly by persons. Day care centers, private party halls, and banquet halls will be considered an enclosed assembly area.

Analysis

Enclosed assembly uses require City Council approval through the Special Exception process to ensure they are appropriate for the location. The review includes a conceptual site plan and evaluation of traffic impacts, parking adequacy, site access, and compliance with buffering. Conditions may be imposed to address operational impacts. The OSR zoning designation provides the regulations for building coverage, height, setbacks, and impervious area, ensuring that the proposed enclosed assembly use is consistent with the OSR district's intent.

Comprehensive Plan Consistency

The proposed text amendment is consistent with Goal 1.1 of the Future Land Use Element, which seeks to provide an appropriate mix of land uses which meet the needs of current and future residents of Port St. Lucie in a way which is environmentally acceptable; and developed concurrent with needed facilities and services.

Proposed Amendment

The proposed changes are shown below and in Exhibit "A" of the associated ordinance with additions shown as underlined and deletion shown as ~~strikethrough.~~

Sec. 158.100. – Open Space Recreational (OSR).

(C) Special Exception Uses. The following uses may be permitted only following the review and specific approval thereof by the City Council:

(1) Marina (public or private);

(2) Wireless communication antennas and towers, as set forth in section 158.213.

(3) Billboards, on sites with OSC or OSR land use and as set forth in Chapter 155.

(4) Enclosed Assembly without an alcoholic beverage license for on-premises consumption of alcoholic beverages in accordance with Chapter 110. New construction shall meet the Commercial Building Design Development Standards of the CityWide Design Standards.

STAFF RECOMMENDATION

The Planning and Zoning Department finds the proposed text amendment as depicted in Exhibit "A" to be consistent with the intent and direction of the City's comprehensive plan and recommends approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with 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.

City of Port St. Lucie

Zoning Text Amendment
(P26-030)

City Council Meetings of March 23, 2026 and April 13, 2026

Project Background

- City-initiated text amendment to Chapter 158 – Zoning Code, Section 158.100 Open Space Recreational Zoning District (OSR).

- Adds "Enclosed Assembly" uses (without alcoholic beverage license) as a Special Exception in the OSR Zoning District.

- The OSR district is intended to provide areas uniquely suited for public open space, recreational activities, and related public or semi-public facilities that promote the public welfare and ensure land use compatibility.

Request Summary

- Currently, OSR zoning permits parks or playgrounds, or other recreational or cultural facilities (public) and golf courses (public and private) with or without an alcoholic beverage license.

- Proposed Change: This amendment would allow a broader range of enclosed assembly uses (public and private) in the OSR zoning district as a Special Exception Use, while prohibiting alcoholic beverage sales.

Definitions

- Enclosed Assembly Area: *Any enclosed area, building or structure where people assemble for a common purpose, such as social, civic, cultural, recreational and/or religious purposes, whether owned and/or maintained by a for-profit or not-for-profit entity, and includes, but is not limited to, public assembly buildings such as auditoriums, theaters, halls, private membership clubs and organizations, fraternal lodges, exhibition halls, convention centers, and places of worship, or other areas, buildings or structures that are used for religious purposes or assembly by persons. Day care centers, private party halls, and banquet halls will be considered an enclosed assembly area.*

- Civic or Cultural Facility: *A facility operated entirely on a public or nonprofit basis for the purpose of providing education, information, training, and/or entertainment of a civic or cultural nature.*

Proposed Amendment

Sec. 158.100. – Open Space Recreational (OSR).

(C) Special Exception Uses. The following uses may be permitted only following the review and specific approval thereof by the City Council:

(1) Marina (public or private);

(2) Wireless communication antennas and towers, as set forth in section 158.213.

(3) Billboards, on sites with OSC or OSR land use and as set forth in Chapter 155.

(4) Enclosed Assembly without an alcoholic beverage license for on-premises consumption of alcoholic beverages in accordance with Chapter 110. New construction will be required to meet the Commercial Building Design Development Standards of the Citywide Design Standards.

Analysis

- This amendment allows more opportunities for reuse of existing buildings by allowing additional enclosed assembly uses in existing or proposed buildings on land zoned OSR.

- Supports an indoor component for community activities while maintaining open space and recreational character.

- The proposed text amendment is consistent with Goal 1.1 of City's Comprehensive Plan, which seeks *to provide an appropriate mix of land uses which meet the needs of current and future residents of Port St. Lucie in a way which is environmentally acceptable; and developed concurrent with needed facilities and services.*

Recommendation

The Planning and Zoning Board recommended approval at the March 3, 2026, Planning and Zoning Board meeting.

Agenda Summary

2026-264

Agenda Date: 3/23/2026 **Agenda Item No.:** 10.c

Placement: First Reading of Ordinances / Public Hearing

Action Requested: Motion / Vote

Ordinance 26-26, Public Hearing, Abandoning a Portion of a Twenty (20) Foot Wide Rear Utility and Drainage Easement Affecting Lot 27, Block 2966, Port St. Lucie Section Forty-Three, According to the Plat thereof, as Recorded in Plat Book 16, Pages 15, 15A through 15L, of the Public Records of St. Lucie County, Florida.

Submitted By: Michelle Reid, Public Works

Strategic Plan Link: The City's Mission to be responsive to our community.

Summary Brief: The owners of 4180 NW Baletto St., Port St. Lucie, Florida, are requesting to abandon ten (10) feet of the existing twenty (20) foot wide rear utility and drainage easement for a pool, deck, and screen enclosure.

Presentation Information: N/A

Staff Recommendation: Move that the Council approve the Ordinance abandoning ten (10) feet of the twenty (20) foot wide rear utility and drainage easement located at 4180 NW Baletto St., Port St. Lucie, Florida.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the Ordinance abandoning ten (10) feet of the twenty (20) foot wide rear utility and drainage easement located at 4180 NW Baletto St., Port St. Lucie, Florida.
2. Move that the Council not approve the abandonment and provide staff direction.

Background: The real property located at 4180 NW Baletto St., Port St. Lucie, Florida, was platted with a rear twenty (20) foot wide utility and drainage easement. The owners desire to construct a pool, deck, and screen enclosure. Prior to construction, a ten (10) foot wide portion of the easement will need to be abandoned. The owners of the property have submitted a request for the abandonment to the City.

Issues/Analysis: The request to abandon a portion of the easement was evaluated by the Public Works Department, Utility Systems Department, and the Public Utility Companies (AT&T, FPL, Comcast, and Florida City Gas). The City Departments and Utility Companies have no objection to the abandonment of ten (10) feet of the twenty (20) foot rear easement at 4180 NW Baletto St., Port St. Lucie, Florida.

Financial Information: There will be no cost incurred by the City.

Special Consideration: N/A

Location of Project: The property is located at 4180 NW Baletto St., Port St. Lucie, Florida.

Attachments:

- Ordinance
- Exhibit “A” to Ordinance (Boundary Survey)
- Location Map

NOTE: All of the listed items in the “Attachment” section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26036-13

LEGAL SUFFICIENCY REVIEW:
Reviewed by Margaret M. Carland, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

ORDINANCE 26-__

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, ABANDONING A PORTION OF A TWENTY (20) FOOT WIDE REAR UTILITY AND DRAINAGE EASEMENT AFFECTING LOT 27, BLOCK 2966, PORT ST. LUCIE SECTION FORTY-THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGES 15, 15A THROUGH 15L, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the applicants, Terry B. Stancill, Shante J. Todd and Shirley J. Todd, request approval for the abandonment of a portion of a twenty (20) foot wide rear utility and drainage easement affecting Lot 27, Block 2966, Port St. Lucie Section Forty-Three, according to the plat thereof, as recorded in Plat Book 16, Pages 15, 15A through 15L, of the Public Records of St. Lucie County, Florida, and more particularly described in the attached Exhibit "A" which is incorporated herein.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. Ratification of Recitals. The foregoing recital is hereby ratified and confirmed as true and correct and is hereby made a part of this Ordinance.

Section 2. That the portion of the twenty (20) foot wide rear utility and drainage easement described in the attached Exhibit "A" is hereby abandoned and any right, title or interest of the public in and to that portion of the twenty (20) foot wide rear utility and drainage easement on any recorded map or plat is hereby renounced and reclaimed.

Section 3. The effect of this Ordinance is to abandon a portion of the twenty (20) foot wide above-described utility and drainage easement and to renounce or disclaim any right, title or interest of the public in and to said utility and drainage easement.

Section 4. Recordation. The City Council hereby directs that this Ordinance be recorded in the public records of St. Lucie County, Florida.

Section 5. Conflict. If any ordinances, or parts of ordinances, are in conflict herewith this Ordinance shall control to the extent of the conflicting provisions.

Section 6. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 7. Effective Date. This Ordinance shall become effective ten (10) days after final adoption on second reading.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida this ____ day of _____, 2026.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

_____
Sally Walsh, City Clerk

By:_____
Shannon M. Martin, Mayor

APPROVED AS TO FORM:

By:_____
Richard Berrios, City Attorney

BOUNDARY SURVEY

LEGAL DESCRIPTION:

(ABANDONMENT OF EASEMENT)

An abandonment of easement being a part of the public utilities and drainage easement on the Southeast side of Lot 27 of Block 2966 in PORT ST LUCIE SECTION FORTY THREE, According to the plat thereof as recoreded in Plat Book 16, Page 15, Page(s) 15A through 15L of the public records of St. Lucie County, Florida, being more particularly described as follows:

The Northwest 10.00 feet of the Southeast 20.00 feet of said Lot 27 in Block 2966, less and except the Northwest and Northeast 6.00 feet thereof. Containing 1,480 square feet, 0.033 acres.

ABBREVIATIONS:

O = SET 5/8" IRON REBAR WITH YELLOW CAP MARKED "PSM5543"
FD. = 5/8 IRON REBAR NO CAP
FD.(#) = 5/8 IRON REBAR WITH CAP #
R/W = RIGHT OF WAY
(M) = MEASURED
(P) = PLATTED
(C) = CALCULATED
PROP = PROPOSED
OH-OH-OH- = OVERHEAD WIRES
X-X-X- = CHAINLINK FENCE
-□-□-□- = PLASTIC FENCE
O-O-O- = WOOD FENCE
CONC = CONCRETE
CP = CONCRETE PAD
COV = COVERED

SURVEYORS NOTES:

1. UNLESS OTHERWISE NOTED ONLY PLATTED EASEMENTS ARE SHOWN HEREON.
2. ALL LOT DIMENSIONS SHOWN ARE PER PLAT UNLESS OTHERWISE SHOWN.
3. NO UNDERGROUND UTILITIES OR IMPROVEMENTS WERE LOCATED UNLESS OTHERWISE SHOWN.
4. THIS SITE LIES WITHIN FLOOD INSURANCE RATE MAP ZONE "X" MAP# 12111C0400 J DATED: 2-16-12.
5. FLOOD ZONE SHOWN HEREON IS AN INTERPRETATION BY THE SURVEYOR AND IS PROVIDED AS A COURTESY. THE FLOOD ZONE SHOULD BE VERIFIED BY A DETERMINATION AGENCY.
6. BEARINGS SHOWN HEREON ARE BASED ON THE N.E. LINE OF LOT 27 BLOCK 2966 AS BEING S72°36'03"E ACCORDING TO THE PLAT DESCRIBED HEREON.
7. P.U.D.E. DENOTES PUBLIC UTILITIES AND DRAINAGE EASEMENT, U.E. DENOTES UTILITY EASEMENT.
8. THE ACCURACY OF THIS SURVEY IS PREMISED ON THE EXPECTED USE OF THE SURVEY. THE EXPECTED USE / PURPOSE OF THIS SURVEY IS POOL CONSTRUCTION AND EASEMENT ABANDONMENT. ACCURACY=1 FOOT IN 7,500 FEET OR BETTER.
9. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY ANYONE OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT WRITTEN CONSENT.

SYMBOLS:

□ = CATCH BASIN
E = ELECTRIC BOX
= FIRE HYDRANT
= FPL TRANFORMER
= GUY WIRE
= LIGHT POLE
= WOOD POWER POLE
S = SEWER VALVE
= WATER METER
W = WATER VALVE
W = WELL

DATE OF LAST FIELD DATA ACQUISITION: 10/16/25

SHEET 1 OF 2

REVISION: 2/4/26 - REVISE LESS AND EXCEPT TO 6' FROM 10'

4180 NW BALETTO STREET

SCALE: 1"=40'
DATE: 6/3/19
DRAWN: LW\JC
2019-0469

Atlantic Land Designs
of the Treasure Coast, LB7468
940 NE Jensen Beach Blvd. Jensen Beach, FL 34957
Mailing Address:
P.O. Box 1421 Jensen Beach, FL 34958
ALD5543@gmail.com (772) 398-4290

DATE:	REVISIONS
11/29/25	ABANDONMENT OF EASEMENT
1/29/26	revise per city comments

SKETCH DATE: 1/29/26

Certified to: Shante J. Todd, Terry B. Stancill and Shirley J. Todd
CITY OF PORT ST. LUCIE FLORIDA

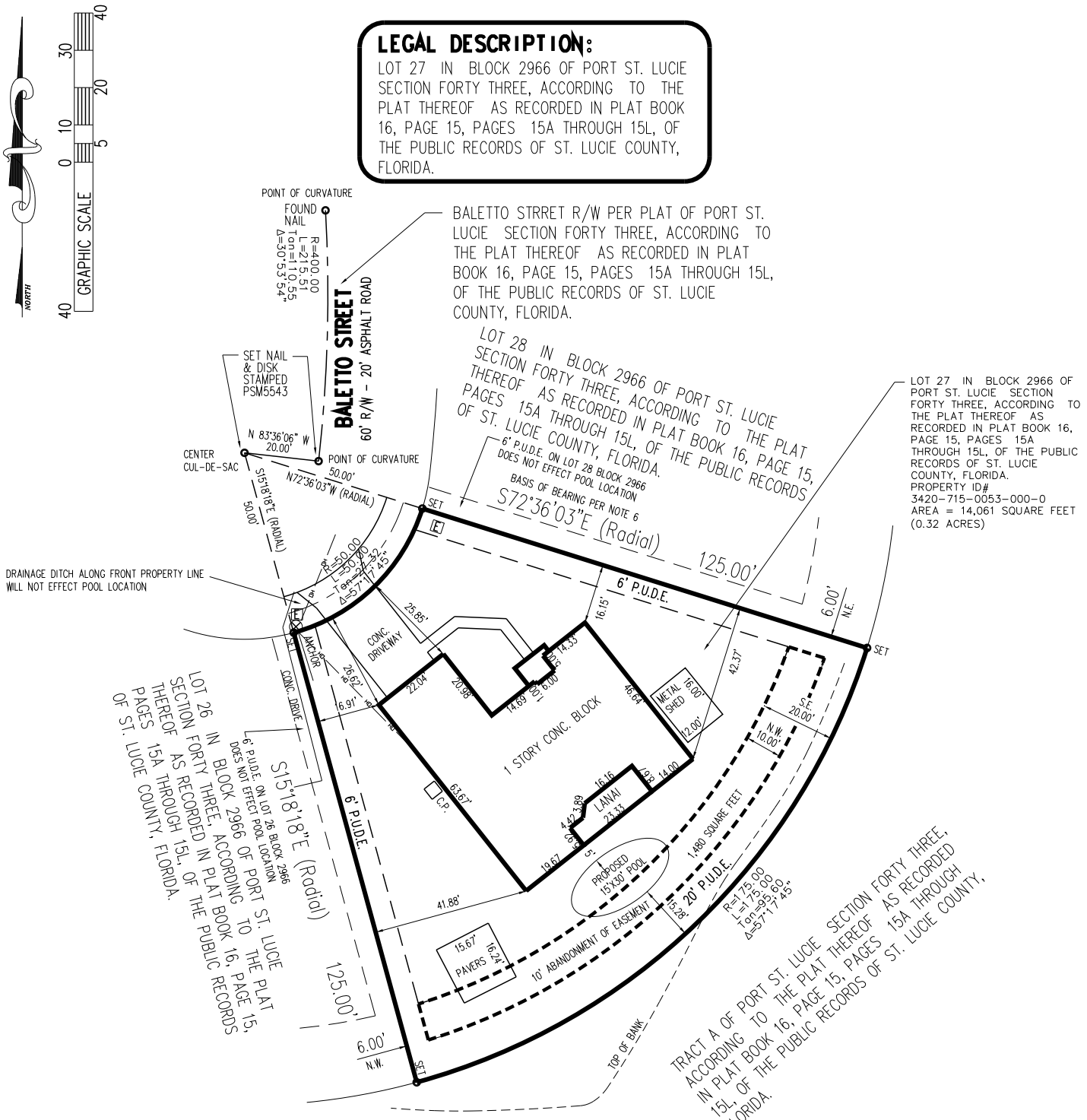
I HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF PRACTICE PER CHAPTER 5J-17.051 AND 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND THAT ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062, PURSUANT TO SECTION 472.025, FLORIDA STATUTES.

Digitally signed by Shaun G MacKenzie
Date: 2023.03.01 12:26:25 -05'00'

JAMES A. CESIRO JR. PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5543
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SEAL

JIM CESIRO CERTIFICATE PSM 5543 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER 1288

BOUNDARY SURVEY



DATE OF LAST FIELD DATA ACQUISITION: 10/16/25

SHEET 2 OF 2

4180 NW BALETTO STREET

SCALE: 1"=40'	**Atlantic Land Designs**
DATE: 6/3/19	of the Treasure Coast, LB7468
DRAWN: LW\JC	940 NE Jensen Beach Blvd. Jensen Beach, FL 34957
2019-0469	Mailing Address: P.O. Box 1421 Jensen Beach, FL 34958
	ALD5543@gmail.com (772) 398-4290

DATE:	REVISIONS
11/29/25	ABANDONMENT OF EASEMENT
1/29/26	revise per city comments

SKETCH DATE: 1/29/26

Certified to: Shante J. Todd, Terry B. Stancill and Shirley J. Todd
CITY OF PORT ST. LUCIE FLORIDA

1289

Abandonment- 4180 NW Baletto St



1/16/2026, 9:27:51 AM

Parcels

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community,
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap

Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community | Esri Community Maps Contributors, SLC Property Appraiser's Office, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Ef

Agenda Summary

2026-265

Agenda Date: 3/23/2026 **Agenda Item No.:** 10.d

Placement: First Reading of Ordinances / Public Hearing

Action Requested: Motion / Vote

Ordinance 26-27, Public Hearing, an Ordinance Amending the Comprehensive Plan of the City of Port St. Lucie to Include a Small-Scale Amendment to the Future Land Use Map to Change the Future Land Use Designation of Approximately 8.03 Acres from Residential Golf Course (RGC) to General Commercial (CG) for a Parcel Legally Described as Parcels 1, 2, 3, and 4, Central Park Commercial Plat, as Recorded in Plat Book 135, Pages 39 through 41, Inclusive, of the Public Records of St. Lucie County, Florida, in the City of Port St. Lucie, Florida, Located at the Northwest Corner of the Intersection of Crosstown Parkway and Verano Parkway (P26-008).

Submitted By: Daniel Robinson, Planner III

Strategic Plan Link: The City's Goal of Strategic Growth for a Resilient Future.

Executive Summary (General Business): The applicant is requesting a future land use designation of General Commercial for 8.03 acres of the Verano POD G development that has a RGC (Residential Golf Course) land use designation now. The land use change from RGC to CG is necessary because the applicant wishes to provide commercial uses that may be more intensive uses and that are typically found on property zoned CG (retail with drive through service, restaurants, automotive service) as opposed to uses that would support a residential golf course development.

Presentation Information: Staff will provide a short presentation.

Staff Recommendation: Move that the Council approve the comprehensive plan amendment recommended by the Planning and Zoning Board.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the comprehensive plan amendment.
2. Move that the Council not approve and provide staff direction.

Background: The RGC Land Use is a mixed-use designation that requires a minimum of one 18-hole golf course, allows a maximum density of 5 dwelling units per gross acre, and permits up to ten percent of the land area to have non-residential uses. The non-residential use area may include hotel, conference center, recreational, specific institutional, retail, and office uses. The retail and office uses within RGC Land Use are intended to be designed to accommodate the internal RGC development as low intensity commercial development.

PGA Village (Verano) DRI (P02-322-Resolution 03-R68) was approved by City Council on October 27, 2003. The original DRI has been amended and the regulating DRI resolution is 21-R01.

The Verano DRI contains five separate properties with planned for commercial use (four with RGC land use and one with CG land use designations). The properties add up to 1,725,847 square feet of commercial land.

The DRI entitlements allow for 848,500 Square Feet of retail/service and 100,000 square feet of office space. The Comprehensive Plan permits 40% building coverage for commercial land use areas. 40% is 690,339 square feet of commercial building coverage. This is 258,161 square feet less than the DRI entitlements.

The Planned Unit Development application (P18-162) approved by City Council on March 11, 2019, established the Verano South POD G PUD of 1,181.05 acres which included the 8.03-acre commercial designated area. The fourth amendment of the Verano South POD G PUD (P26-007) is currently under review and proposes commercial uses of greater intensity, which is why the land use change has been proposed.

Issues/Analysis: The type of commercial uses on this property are changing in nature from uses that were to support a residential golf course development, to a commercial plaza that serves the more than just the immediate neighborhood. At buildout the entire DRI will not likely develop all of the commercial entitlements originally granted so the overall land use mix and composition of the DRI is not changing substantially.

Financial Information: N/A

Special Consideration: N/A

Location of Project: The property is located at the northwest corner of the intersection of Crosstown Parkway and Verano Parkway.

Business Impact Statement: N/A

Attachments:
Ordinance
Exhibit “A”
Staff Report
Cover Letter
Application
Deed
Staff Presentation

NOTE: All of the listed items in the “Attachment” section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26041-15

Legal Sufficiency Review:
Reviewed by Russell Ward, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios,

City Attorney.

ORDINANCE 26-

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO PROVIDE A SMALL-SCALE AMENDMENT TO THE FUTURE LAND USE MAP TO CHANGE THE FUTURE LAND USE DESIGNATION FOR APPROXIMATELY 8.03 ACRES FROM RESIDENTIAL GOLF COURSE (RGC) TO GENERAL COMMERCIAL (CG) FOR A PARCEL OF LAND LEGALLY DESCRIBED AS PARCELS 1, 2, 3, AND 4, CENTRAL PARK COMMERCIAL PLAT, AS RECORDED IN PLAT BOOK 135, PAGES 39 THROUGH 41, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (P26-008)

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50, as subsequently amended via Ordinance 12-19 and Ordinance 20-28; and

WHEREAS, the City is committed to planning and managing the growth of the City; and

WHEREAS, the City has the authority to amend its Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes; and

WHEREAS, the City of Port St. Lucie has received an application from DK Central Park LLC, owner of the property, for a small-scale amendment to the Future Land Use Map of the City of Port St. Lucie Comprehensive Plan, to change approximately 8.03-acres from the future land use designation of Residential Golf Course (RGC) to General Commercial (CG) future land use designation; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board has been duly designated as the local planning agency pursuant to Section 163.3174 et. seq., Florida Statutes; and

WHEREAS, the Planning and Zoning Board met on March 3, 2026, at a duly noticed public meeting, and, pursuant to the procedures of Chapter 163, Florida Statutes, Part II, reviewed and heard testimony concerning the proposed amendment (P26-008) to the City's Comprehensive Plan, and submitted

its recommendations thereon to the City Council; and

WHEREAS, the City Council held a public hearing on March 23, 2026, to consider the proposed small-scale amendment, advertising of the public hearing having been made; and

WHEREAS, the City Council has considered to the testimony and evidence, as well as the recommendation of staff and the Planning and Zoning Board, and the City Council has determined that the proposed amendment is consistent with the intent and direction of the City's Comprehensive Plan and wishes to amend the Comprehensive Plan Future Land Use Map as provided herein; and

WHEREAS, all the necessary hearings and public notices, in conformity with procedural and substantive requirements of Florida Statues and the Comprehensive Plan have been complied with.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. Ratification of Recitals. The City Council of the City of Port St. Lucie, Florida, hereby adopts and ratifies those matters as set forth in the foregoing recitals.

Section 2. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect: the Future Land Use Map is hereby amended to designate approximately 8.03-acres of land legally described as Parcels 1, 2, 3, and 4, Central Park Commercial Plat, as recorded in Plat Book 135, Pages 39 through 41, inclusive, of the Public Records of St. Lucie County, Florida, from the future land use designation of Residential Golf Couse (RGC) to General Commercial (CG) future land use designation, which said amendment consists of modifications to the Future Land Use Map as provided in this amendment.

Section 3. Future Land Use Map Adopted. The Future Land Use Map of the City of Port St. Lucie is hereby amended to change the above-described property from the future land use designation of

Residential Golf Couse (RGC) to General Commercial (CG) future land use designation. The official Future Land Use Map of the City of Port St. Lucie Comprehensive Plan shall be conformed as set forth by this Comprehensive Plan Amendment.

Section 4. Conflict. If any ordinances, or parts of ordinances, or if any sections, or parts of sections, of the ordinances of the City of Port St. Lucie, Florida, are in conflict herewith, this Ordinance shall control to the extent of the conflicting provisions.

Section 5. Severability. The provisions of this ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 6. Effective Date. The effective date of this plan amendment shall be thirty-one (31) days after adoption, pursuant to Section 163.3187(5)(c), Florida Statutes. If challenged within thirty-one (31) days after adoption, this amendment may not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining that the adopted amendment is in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

ORDINANCE 26-

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this

_____ day of _____ 2026.

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Shannon M. Martin, Mayor

ATTEST:

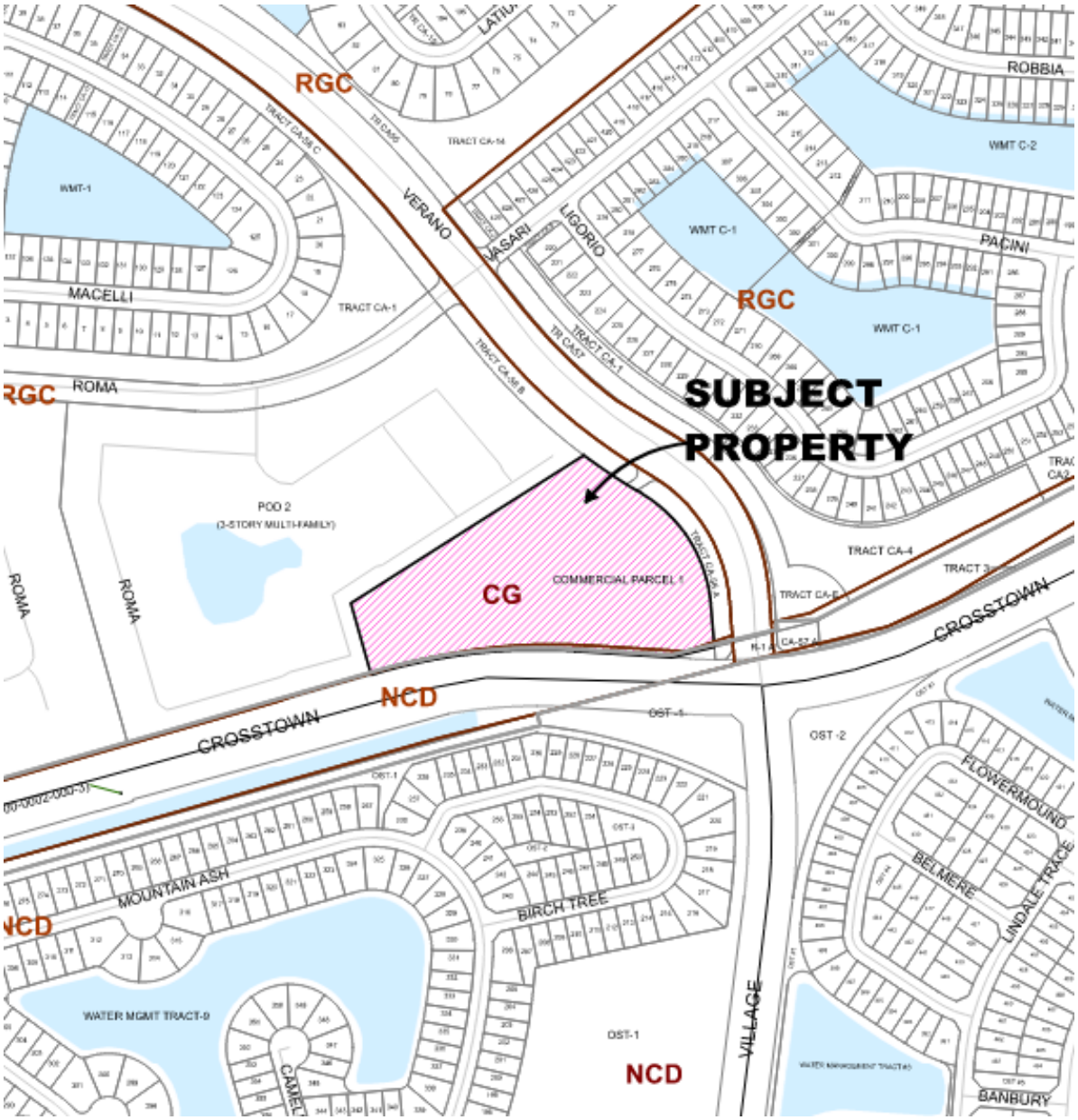
_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

BY:_____
Richard Berrios, City Attorney

Exhibit "A"

Proposed Future Land Use



City of Port St. Lucie
Small-Scale Comprehensive Plan Amendment
P26-008 Verano South POD G



SUMMARY

Applicant's Request:	This is a request to amend the Future Land Use from Residential Golf Course (RGC) to General Commercial (CG).
Applicant/Owner:	DK Central Park LLC & Shops at Port St. Lucie, LLC
Location:	The property is located at the northwest corner of the intersection of Crosstown Parkway and Verano Parkway.
Project Planner:	Daniel Robinson, Planner III

Project Description The applicant requests a future land use designation change from Residential Golf Course (RGC) to General Commercial (CG) for 8.03 acre of the Verano POD G development. The purpose of this request is so that more commercial uses that may have a greater intensity such as retail uses allowed under General Commercial zoning can be proposed on this parcel.

The RGC Land Use is a mix-use designation that requires a minimum of one 18-hole golf course, allows a maximum density of 5 dwelling units per gross acre, and permits up to ten percent of the land area to have a non-residential use. The non-residential use area may include hotel, conference center, recreational, specific institutional, retail, and office uses. The retail and office uses within RGC Land Use are intended to be designed to accommodate the internal RGC development as low intensity commercial development.

Background PGA Village (Verano) DRI (P02-322-Resolution 03-R68) approved by City Council on October 27, 2003, established the Verano DRI and providing the designation of Residential Golf Course Land Use and a section for General Commercial Land Use. The original DRI has been amended and the regulating DRI resolution is 21-R01.

The Verano DRI consists of five separate properties with a planned commercial use (four with RGC land use and one with CG land use designations). The properties add up to 1,725,847 square feet of commercial land.

The DRI entitlements allow for 848,500 Square Feet of retail/service and 100,000 square feet of office space. The Comprehensive Plan permits 40% building coverage for commercial land use areas. 40% is 690,339 square feet of commercial building coverage. This is 258,161 square feet less than the DRI entitlements.

The Planned Unit Development application (P18-162) approved by City Council on March 11, 2019, established the Verano South POD G PUD of 1,181.05 acres which included the 8.03 acre commercial designated area. The fourth amendment of the Verano South POD G PUD (P26-007) is currently under review and proposes commercial uses of greater intensity, which is why the land use change has been proposed.

Public Notice Requirements

Public notice was sent to owners within 750 feet.

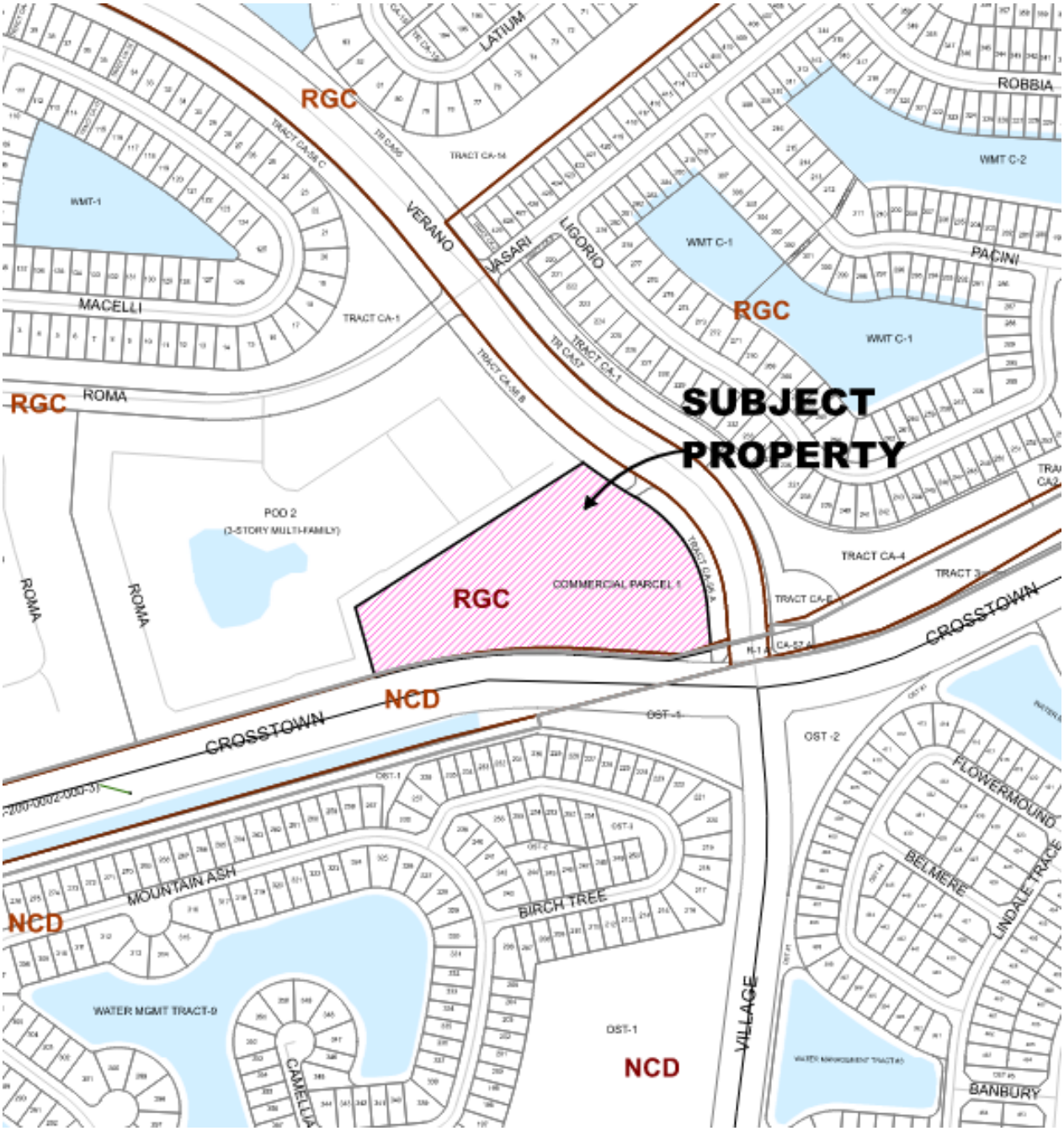
Location and Site Information

Parcel Number:	430450900010004, 430450900040005, 430450900030008, & 430450900020001
Property Size:	8.03 Acres (349,965 square feet)
Legal Description:	Parcels 1, 2, 3, and 4, Central Park Commercial Plat, as recorded in Plat Book 135, Pages 39 through 41, inclusive, of the Public Records of St. Lucie County, Florida
Current "Future Land Use:"	Residential Golf Course (RGC)
Existing Zoning:	Planned Unit Development (PUD)
Existing Use:	Vacant
Requested "Future Land Use:"	General Commercial (CG)
Requested Zoning:	N/A
Proposed Use:	General Commercial Development

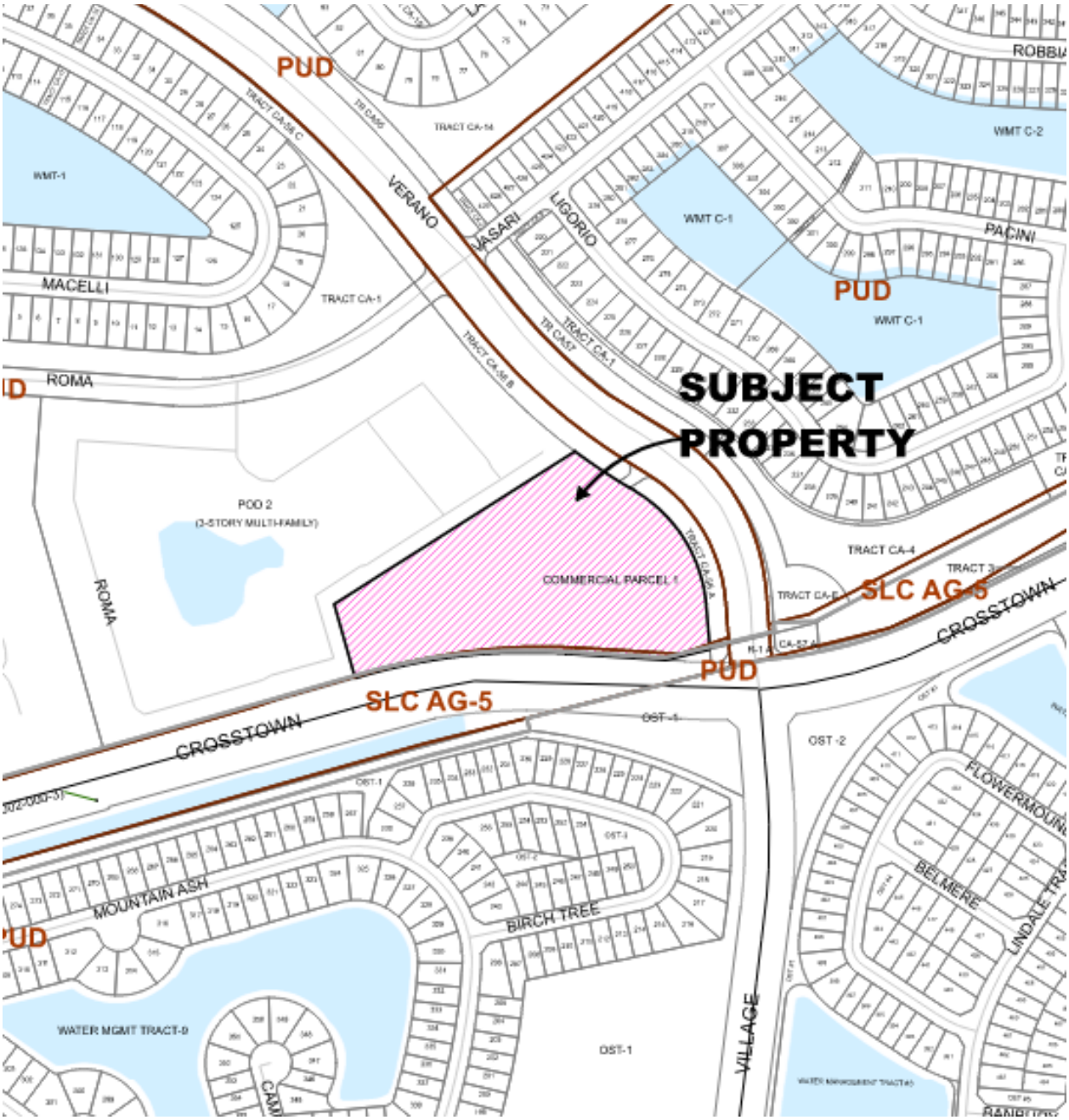
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	Residential Golf Course (RGC)	PUD	Residential Development
South	New Community Development (NCD)	MPUD	Residential Development
East	Residential Golf Course (RGC)	PUD	Residential Development
West	Residential Golf Course (RGC)	PUD	Residential Development

Planned Unit Development (PUD) Master Planned Unit Development (MPUD)



Existing Land Use



Existing Zoning

COMPREHENSIVE PLAN REVIEW AND ANALYSIS

Justification: The small-scale future land use amendment is proposed to provide commercial development that does not only service the Verano DRI but the neighboring communities.

Land Use Consistency (GOAL 1.1): Provide an appropriate mix of land uses which meet the needs of current and future residents of Port St. Lucie in a way which is environmentally acceptable; and developed concurrent with needed facilities and services.

Staff Analysis: The proposed future land use map amendment is General Commercial which supports the intended development of the General Commercial development and is consistent with the character of nearby land uses.

Policy 1.1.7.1: Future Land Use Map Amendment will be reviewed based on consistency with the goals, objectives, and policies of all elements of the comprehensive plan and other considerations such as:

Criteria	Consistent with criteria (Y/N or N/A)
Satisfy a deficiency or mix of uses in the Plan map	*Y*
Accommodate projected population or economic growth	*Y*
Diversify the housing choices	*N/A*
Enhance or impede provision of services at adopted LOS Standards	*N/A*
Compatibility with abutting and nearby land uses	*Y*
Enhance or degrade environmental resources	*N/A*
Job creation within the targeted industry list	*N/A*

Adequate Public Facilities Review (Objective 1.1.3):
The project has been reviewed for consistency with the adopted level of service standards in the Comprehensive Plan and documented as follows:

Potable Water/Sanitary Sewer: With the change in Future Land Use designation from Residential Golf Course to General Commercial, there is expected to be no net change in potable water or wastewater demand, measured in gallons per day (gpd).

This comparison considers the most intense proposed land use based on the existing and proposed land uses and the total building coverage permitted per use as shown below:

Existing Future Land Use	**Acreage**	**Maximum Coverage**	**Level of Service**	**Projected Demand Potable Water (gpd)**	**Projected Demand Wastewater (85%)**
RGC	8.03	174,983 SF (50%)	115 gpd (per 1000 sq ft)	20,123	17,105
Total Existing FLU					
Proposed Future Land Use	**Acreage**	**Maximum Coverage**	**Level of Service**	**Projected Demand Potable Water (gpd)**	**Projected Demand Wastewater (85%)**
CG	8.03	139,986 SF (40%)	125 gpd (per 1000 sq ft)	17,498	14,873
			Net Change in gpd	**(-) 2,625 gpd**	**(-) 2,232 gpd**

Transportation: The proposed amendment is not expected to have an adverse impact on traffic impact, since the proposed land use will generate the same Average Daily Traffic (ADT) and PM Peak Hour (PM) Traffic. Comparison of existing traffic impacts and proposed based on the maximum amount of development allowed and documented as follows:

Trip Generation (Maximum Development per Land Use)

Existing Future Land Use	Acreage	Maximum Covered & Proposed Use	Trip Generation Average Rate (ITE Code)	Average Daily Trips	PM Peak Hour
RGC	8.03	Shopping Center (>150k) 139,986 SF (40%)	820	10,188	1,076
Proposed Future Land Use	**Acreage**	**Maximum Covered & Proposed Use**	**Trip Generation Average Rate (ITE Code)**	**Average Daily Trips**	**PM Peak Hour**
CG	8.03	Shopping Center (>150k) 139,986 SF (40%)	820	10,188	1,076
			Total Trips (No Net Change)	**(+/-) 0**	**(+/-) 0**

Parks/Open Space: The level of service for parks is measured and planned in conjunction with population growth on an annual basis. This application is not expected to have any impact on the level of service for parks since the application is for non-residential land use.

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

Environmental: As satisfied in the Verano DRI Development Order. Section 6B of Resolution 12-R102, approved on 10/22/12, the City acknowledged that Verano has previously exceeded the 25% upland preservation requirement of the City of Port St Lucie Code for the Verano DRI. The existing Verano Conservation Area Management Plan and conservation easement includes a surplus 11.4 acres of protected upland habitat beyond what is required for the original Verano development order. In addition to the original conservation area, Verano deeded 22.86 acres of land, for open space conservation purposes. All upland habitat portions of the 22.86-acre parcel of land counts toward the required upland habitat within the DRI.

Flood Zone: The flood map for the selected area is number 12111C0275J and is located in Zone X and Zone X is determined to be located outside the 100-year and 500-year floodplains.

Fire District: St. Lucie County Fire District stated that Station 17 at 10240 Village Parkway will be the responding fire station. The fire district does not list response times for each individual station because of the necessity of responding with another station.

Police: The department's response time is approximately seven (7) minutes for emergency calls. This proposed comprehensive plan is not expected to change the increasing impact to response time that the PGA Verano Development is creating. To address these impacts of the development an agreement between the City and Verano for the conveyance of land within Verano Development has been approved. The land will be designated for a police mini-substation to be located within Verano South POD H.

STAFF RECOMMENDATION

The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's comprehensive plan and recommends approval.

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.

Cotleur & Hearing
LC26000535
LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION
1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

January 7, 2026

City of Port St. Lucie
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Verano South Pod G
Planned Unit Development Amendment

Introduction

Project Overview

The proposed Future Land Use Map Amendment applies to an approximately **8-acre commercial node within Verano South Pod G**, located along the Crosstown Parkway corridor. The amendment proposes to change the Future Land Use designation from **Residential Golf Course (RGC)** to **Commercial General**.

This amendment is intended to align the City's Future Land Use Map with the **development program previously approved and analyzed** through the Verano South Development of Regional Impact (DRI) and the existing Planned Unit Development (PUD). The proposal does **not** introduce new development entitlements, increase density or intensity, or generate impacts beyond those already reviewed and mitigated.

Purpose and Need

The Verano South DRI and associated PUD approvals contemplated limited commercial development at key locations along Crosstown Parkway to serve the Verano community and surrounding area. Commercial development within Pod G was assumed and evaluated as part of the DRI approval using **ITE Land Use Code 820 (Shopping Center)**, which inherently includes a mix of retail, service, restaurant, and outparcel-type uses.

While these uses were fully contemplated and mitigated through the DRI process, the existing **RGC Future Land Use designation is more narrowly defined** and does not clearly reflect the range of commercial activity already assumed in the approved development program. This has resulted in a technical inconsistency between the DRI entitlements, the PUD framework, and the Future Land Use Map.

The proposed amendment resolves this inconsistency by redesignating the Pod G commercial node to **Commercial General**, thereby providing clarity and alignment across the City's Comprehensive Plan, the Future Land Use Map, the DRI Development Order, and the Pod G PUD.

Consistency with the Comprehensive Plan

The Commercial General Future Land Use designation is consistent with the City's long-range planning objectives, which encourage the concentration of commercial uses along major transportation corridors such as Crosstown Parkway. The subject site's location, access characteristics, and surrounding development pattern make it appropriate for commercial use.

Compatibility with surrounding residential areas is addressed through the existing PUD framework, which establishes development standards, buffering, access management, and site plan review requirements. The amendment does not alter these standards and does not change the overall character of the Verano South development.

RGC Framework and Strengthening of Intent

The RGC Future Land Use category is intended to accommodate primarily residential development supported by open space and golf-related uses, with a limited allowance for non-residential activity. By redesignating this specific commercial node to **Commercial General**, the amendment **removes the acreage from the RGC accounting altogether**, thereby reinforcing the residential and golf-oriented intent of the remaining RGC lands.

Rather than expanding non-residential activity within RGC, the amendment clearly delineates where commercial development is intended to occur and eliminates reliance on the RGC non-residential allowance for uses that are more appropriately classified as commercial.

DRI Consistency and Development Impacts

The proposed amendment is fully consistent with the Verano South DRI Development Order. Commercial development within Pod G was previously approved, analyzed, and mitigated through the DRI process, including transportation and infrastructure planning.

From a transportation standpoint, commercial traffic associated with this node was already assumed as part of the DRI approval, and the amendment does not create additional traffic impacts or require changes to adopted levels of service. The amendment represents a clarification and alignment of land use designations rather than an expansion of development intensity or trip generation.

Public facilities and services, including water, wastewater, stormwater, solid waste, and emergency services, have likewise been planned for and coordinated through the DRI and PUD approvals.

Environmental Conditions

Wetlands and Upland Preservation

(Application Requirement #10)

All environmental resource protection requirements associated with the Verano South development, including wetlands and upland habitat preservation, were comprehensively evaluated and addressed as part of the **original Verano Development of Regional Impact (DRI) approval** and have been implemented through recorded conservation easements and approved management plans.

As acknowledged by the City in **Section 6B of Resolution No. 12-R102 (approved October 22, 2012)**, Verano has exceeded the City's **25 percent upland preservation requirement**, including a surplus **11.4 acres of protected upland habitat** beyond that required under the original Development Order. In addition, Verano deeded **22.86 acres of land for open space conservation purposes**, with all upland habitat portions credited toward the DRI's required preservation.

The subject Pod G site is located within an area where **all required environmental mitigation and preservation obligations were previously satisfied at the DRI level**, and **the site has already been cleared, filled, and graded** in accordance with the approved DRI and PUD entitlements. No jurisdictional wetlands are located on the site, and no new wetland impacts are proposed as part of this Future Land Use Map Amendment.

Existing Vegetation

(Application Requirement #11)

Environmental conditions and existing vegetation within the Verano South development were evaluated and classified as part of the DRI environmental review and conservation planning process. Required preservation and mitigation measures have been implemented through the approved **Verano Conservation Area Management Plan** and recorded conservation easements.

The Pod G site has been **previously cleared, filled, and graded** and does not contain intact native vegetation communities requiring preservation. As a result, no additional site-specific vegetation mapping

or Florida Land Use and Cover Classification System (FLUCCS) analysis is required to support this Future Land Use Map Amendment.
Any future development within Pod G will remain subject to applicable City land clearing, landscaping, and site plan requirements; however, the proposed amendment does not alter or affect previously approved environmental protections or mitigation commitments.

Relationship to the Pod G PUD
The Future Land Use Map Amendment is accompanied by a concurrent amendment to the Pod G PUD to align permitted uses with the Commercial General designation and to clarify how certain operational characteristics, such as drive-through service, are reviewed and regulated. All development will continue to be subject to site plan review, City Code standards, and the Citywide Design Guidelines.

Small-Scale Future Land Use Amendment Findings

1. **Consistency with the Comprehensive Plan**
   The proposed Commercial General designation is consistent with the goals, objectives, and policies of the Comprehensive Plan.
2. **Compatibility with Surrounding Development**
   The site's location within an approved PUD and along Crosstown Parkway makes it appropriate for commercial use, with compatibility ensured through existing PUD standards.
3. **Public Facilities and Services**
   Adequate public facilities and services are available and were previously evaluated through the Verano South DRI.
4. **Transportation Impacts**
   Traffic associated with the site was previously assumed and mitigated through the DRI approval. No additional impacts are created.
5. **Scale and Scope**
   The amendment affects approximately **8 acres** and qualifies as a small-scale Future Land Use Map Amendment.
6. **Public Interest**
   The amendment promotes orderly growth, regulatory clarity, and internal consistency among adopted planning documents.

Conclusion
The proposed small-scale Future Land Use Map Amendment for Verano South Pod G is appropriate, consistent with the Comprehensive Plan, and supported by the existing DRI and PUD framework. Approval of the amendment will improve clarity and consistency without increasing development intensity or impacts and is in the public interest.

Summary
In summary, the proposed Pod G PUD Amendment is intended to clarify and align the governing land use and development framework with the approved Verano DRI and the City's Commercial General zoning structure, without increasing development intensity or introducing new impacts. The amendment updates the permitted use framework in a targeted manner, recognizes the substantial overlap between PUD approval and Special Exception Use review, and preserves the City's ability to address site-specific operational considerations through established site plan review and applicable Code requirements. Taken together, these changes provide a clearer, more predictable regulatory structure for commercial

development within Pod G while remaining fully consistent with the Comprehensive Plan, the Land Development Code, and prior approvals.

Should you have any questions or need clarification about this project, please do not hesitate to contact me at phofheinz@cotleur-hearing.com or 561-406-1012.

Sincerely,

Pete Hofheinz

Peter Hofheinz, Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

P26-008 Verano South-POD "G" - Small Scale

TYPE	STATUS	BUILDING TYPE
CP	AWAITING CUSTOMER RESPONSE	

ASSIGNED TO

Daniel Robinson; Anne-Marie Ludlum

ADDRESS

SECTION	BLOCK	LOT
	VeranoSouth	POD "G"

LEGAL DESCRIPTION

Please see the attached Legal Description

SITE LOCATION

SW Crosstown Parkway and SW Verano Parkway

PARCEL #

4304-509-0001-000-4	4304-509-0004-000-5	4304-509-0003-000-8	4304-509-0002-000-1

CURRENT LANDUSE	PROPOSED LANDUSE	CURRENT ZONING	PROPOSED ZONING
RGC	CG	PUD	PUD

ACREAGE	NON-RESIDENTIAL SQ. FOOTAGE	NO. OF RESIDENTIAL UNITS
8		

NO. OF LOTS OR TRACTS	NO. OF SHEETS IN PLAT
0	0

UTILITY PROVIDER

CITY OF PORT ST. LUCIE

DESCRIBE REQUEST

Verano South Pod G Comprehensive Plan Amendment

Primary Contact Email

Clane@cotleur-hearing.com

AGENT/APPLICANT

FIRST NAME	LAST NAME
Cristina	Lane

Business Name

Cotleur & Hearing

ADDRESS

1934 Commerce Lane - Suite 1

CITY	STATE	ZIP
Jupiter	FL	33458

EMAIL	PHONE
clane@cotleur-hearing.com	5614061027

AUTHORIZED SIGNATORY OF CORPORATION

FIRST NAME	LAST NAME

ADDRESS

CITY	STATE	ZIP

EMAIL	PHONE

PROJECT ARCHITECT/ENGINEER	
FIRST NAME	**LAST NAME**
Business Name	
ADDRESS	

CITY	STATE	ZIP
EMAIL	**PHONE**	

PROPERTY OWNER		
Business Name		
DK Central Park LLC		
ADDRESS		
105 NE 1st St.		
CITY	**STATE**	**ZIP**
Delray Beach	FL	33411
EMAIL	**PHONE**	
Jseifel@brookfieldkolter.com	(561) 385-3311	
FINAL PERMIT INSPECTION REQUIRED BY:		

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4821123 OR BOOK 4558 PAGE 1957, Recorded 02/18/2021 04:49:27 PM Doc Tax: $0.70

This instrument prepared by, and after recording, return to:

Tyrone T. Bongard, Esq.
Gunster, Yoakley & Stewart, P.A.
777 S. Flagler Drive, Suite 500
West Palm Beach, FL 33401

Tax Parcel No: 4306-100-0000-000-8
3331-111-0000-000-7 (Portion)
3328-322-0001-000-2 (Portion)

(Space Reserved for Clerk of Court)

NOTE TO CLERK: THIS CONVEYANCE IS EXEMPT FROM STATE DOCUMENTARY STAMP TAX BASED ON THE CASE OF CRESCENT MIAMI CENTER, LLC v. FLORIDA DEPARTMENT OF REVENUE, 903 So.2d 913 (FLA 2005).

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and given as of the 15TH day of February, 2021, by **VERANO DEVELOPMENT LLC**, a Delaware limited liability company, having an address of 105 NE 1st Street, Delray Beach, Florida 33444 (the "Grantor"), to and in favor of **PSL LAND INVESTMENTS LLC**, a Florida limited liability company, having an address of 105 NE 1st Street, Delray Beach, Florida 33444 (the "Grantee").

[Whenever used herein the terms "Grantor" and "Grantee" include the parties to this instrument, together with their respective successors and assigns.]

WITNESSETH, that Grantor, for and in consideration of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell, to Grantee and its successors and assigns, forever, the following described land lying, being, and situate in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO: taxes and assessments for the year 2021 and subsequent years not yet due or payable; all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and conditions, restrictions, limitations, easements and other matters of record, if any, but this reference shall not operate to reimpose any of the same.

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

TO HAVE AND TO HOLD unto Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property to Grantee; that Grantor specially warrants the title to the Property subject to the foregoing matters and will defend the same against the lawful claims of all persons claiming by, through or under Grantor but no others.

[Signature Page Follows]

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

WITNESSES

Witness signature

JOHN CSAPO

Print Name

Witness signature

Denise Yanes

Print Name

GRANTOR

VERANO DEVELOPMENT LLC, a Delaware limited liability company

By: The Kolter Group LLC, a Florida limited liability company, its Manager

By: _____

Name: William Johnson

Title: Manager

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15th day of February, 2021, by William Johnson, as Manager of The Kolter Group LLC, a Florida limited liability company, which is Manager of VERANO DEVELOPMENT LLC, a Delaware limited liability company, on behalf of said company, and who ☑ is personally known to me, or ☐ has produced _____ as identification.

(Seal)

DENISE K. YANES
COMMISSION
NUMBER
GG 324827
EXPIRES
April 17, 2023
BONDED THRU AARON NOTARY
Notary Public, State of Florida

Notary Public - State of Florida

Print Name: Denise Yanes

EXHIBIT "A"

(See Attached)

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST AND SECTION 31, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NUMBER C-24, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SAID CANAL C-24, CHECKED DATED 11/25/58 AND REVISED ON 2/23/59 AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY "FORT PIERCE CUT-OFF" TRACT AS SHOWN ON RIGHT-OF-WAY MAPS, PAGES V.3d/6 AND V.3d/7, DATED FEBRUARY 1, 1950 WITH "TRACT CORRECT" REVISION DATED 4/28/67; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 5069.40 FEET TO A POINT ON THE EAST LINE OF SECTION 30, TOWNSHIP 37 SOUTH, RANGE 39 EAST; THENCE S.04°13'20"E., ALONG SAID EAST LINE OF SECTION 30, A DISTANCE OF 258.80 FEET TO THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 36 SOUTH, RANGE 39 EAST; THENCE S.89°40'25"W., ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 31, A DISTANCE OF 312.01 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2206.67 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 2038.00 FEET AND A RADIAL BEARING OF S.46°54'14"W., AT SAID INTERSECTION, ALSO BEING THE **POINT OF BEGINNING;** THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°06'58", A DISTANCE OF 1462.50 FEET TO A POINT OF TANGENCY;

CONTINUED ON SHEET 2

VERANO WESTERN PARCEL
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 4 Sheets

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

SURVEYOR'S CERTIFICATE

This certifies that this sketch and description was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Gary A. Rager
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828

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GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn:SWM	Date: 1/27/21	Data File: ~~~~~	
Check:GAR	P.C.:~~~	Field Book: ~~~~~~	
Sections: 6 Twn. 37S Rng. 39E / 31 Twn. 36S Rng. 39E		Job #:S&D_CDD5	

DWG NAME: W:\VERANO\SURVEY\CDD BOUNDARY REVISIONS\S & D_CDD BOUNDARIES\S&D_VERANO WESTERN PARCEL.DWG PLOTTED BY: STEVE MCMAHON ON: 2/8/2021 11:10 AM LAST SAVED BY: STEVEM ON: 2/8/2021 11:09 AM

CONTINUED FROM SHEET 1

THENCE S.01°58'48"E., A DISTANCE OF 2828.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 1998.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°29'13", A DISTANCE OF 435.44 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 2268.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°45'05", A DISTANCE OF 1019.35 FEET TO A POINT OF TANGENCY; THENCE S.15°14'40"E., A DISTANCE OF 603.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 1895.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°48'50", A DISTANCE OF 324.59 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 22918.00 FEET, AND A RADIAL BEARING OF N.05°37'22"W. AT SAID INTERSECTION; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°38'36", A DISTANCE OF 2257.35 FEET TO A POINT OF TANGENCY; THENCE N.89°58'45"W., A DISTANCE OF 2278.50 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, DATED 11/5/64 AND REVISED ON JANUARY 1965; THENCE N.00°00'58"W., ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 2755.94 FEET; THENCE N.00°30'03"E., ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609A DISTANCE OF 157.01 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE N.44°46'01"E., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5195.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 21,180,095 SQUARE FEET OR 486.228 ACRES MORE OR LESS.

LEGEND

P.O.B. -- Point of Beginning
O.S.T. -- Open Space Tract
O.R.B. -- Official Records Book
PG(s). -- Page(s)
R/W -- Right-of-Way
R -- Radius
L -- Arc Length
D -- Delta-Central Angle
FPL -- Florida Power & Light
Sec.-Twp.-Rge. -- Section-Township-Range
S.F.W.M.D. -- South Florida Water Management District
30 29 31 32 -- Section Corner

VERANO WESTERN PARCEL
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

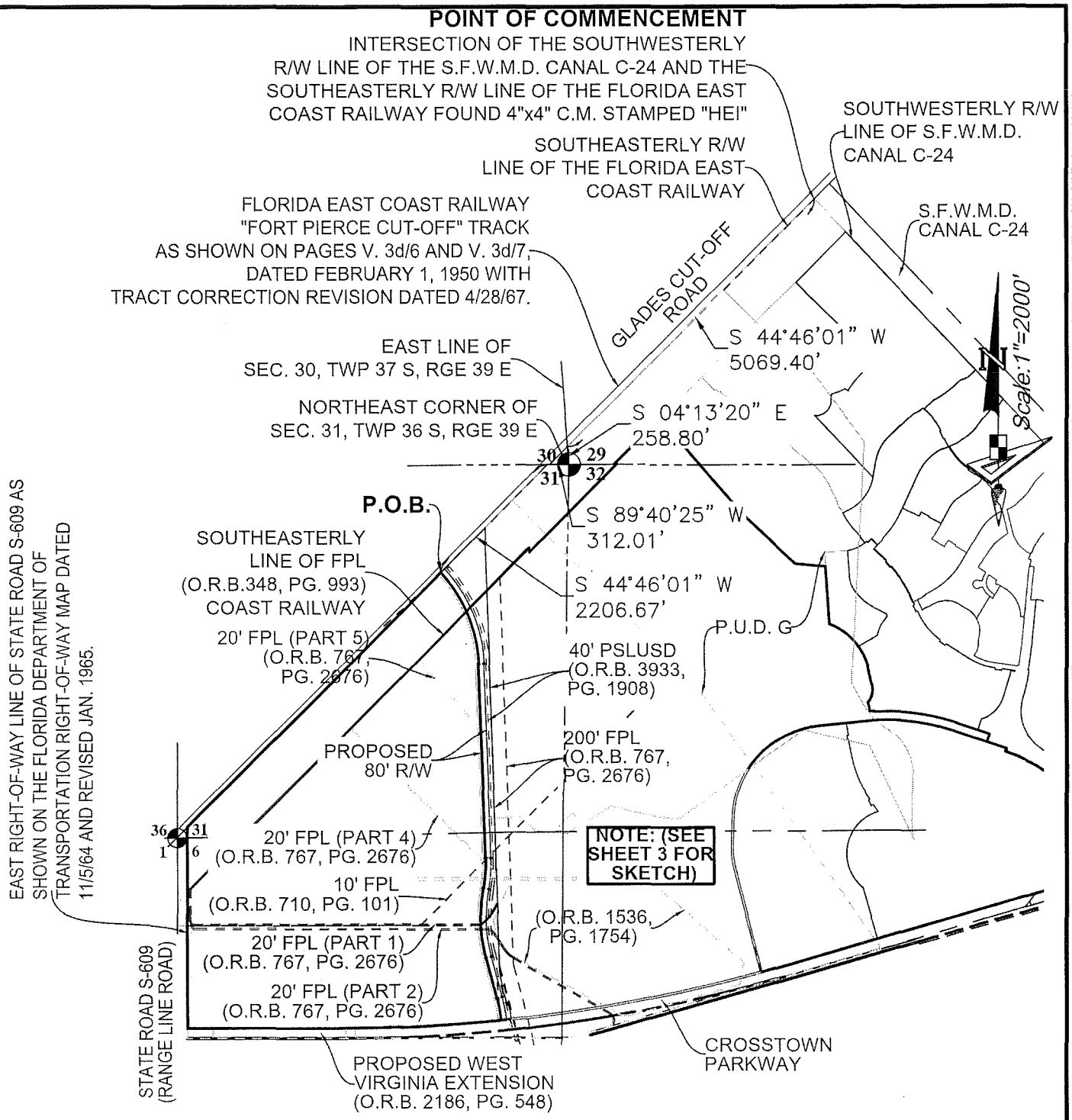
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Drawn:SWM	Date: 1/27/21	Data File: ~~~~~
Check:GAR	P.C.:~~~	Field Book: ~~~~~
Sections: 6 Twn. 37S Rng. 39E / 31 Twn. 36S Rng. 39E		Job #:S&D_CDD5

Sheet No. 2 of 4 Sheets

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DWG NAME: W:\VERANO\SURVEY\CDD BOUNDARY REVISIONS\S & D_CDD BOUNDARIES\S&D_VERANO WESTERN PARCEL.DWG PLOTTED BY: STEVE MCMAHON ON: 2/8/2021 11:10 AM LAST SAVED BY: STEVEM ON: 2/8/2021 11:09 AM



VERANO WESTERN PARCEL
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

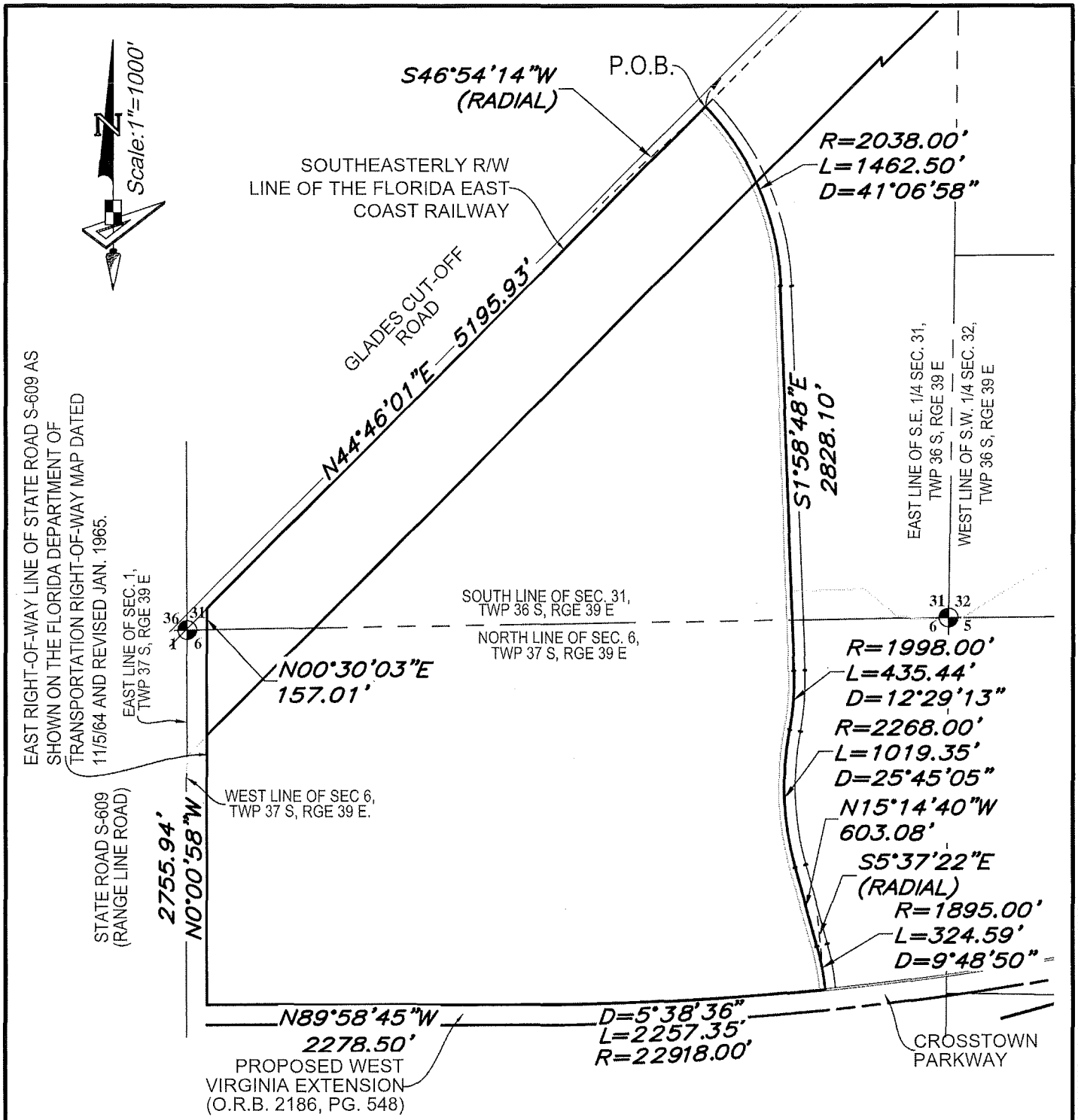
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Sections: 6 Twn. 37S Rng. 39E / 31 Twn. 36S Rng. 39E		Job #:S&D_CDD5	

Sheet No. 3 of 4 Sheets

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VERANO WESTERN PARCEL
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

Sheet No. 4 of 4 Sheets

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City of PORT ST. LUCIE
HEART OF THE TREASURE COAST

Verano South POD G

Small-Scale Comprehensive Plan Amendment

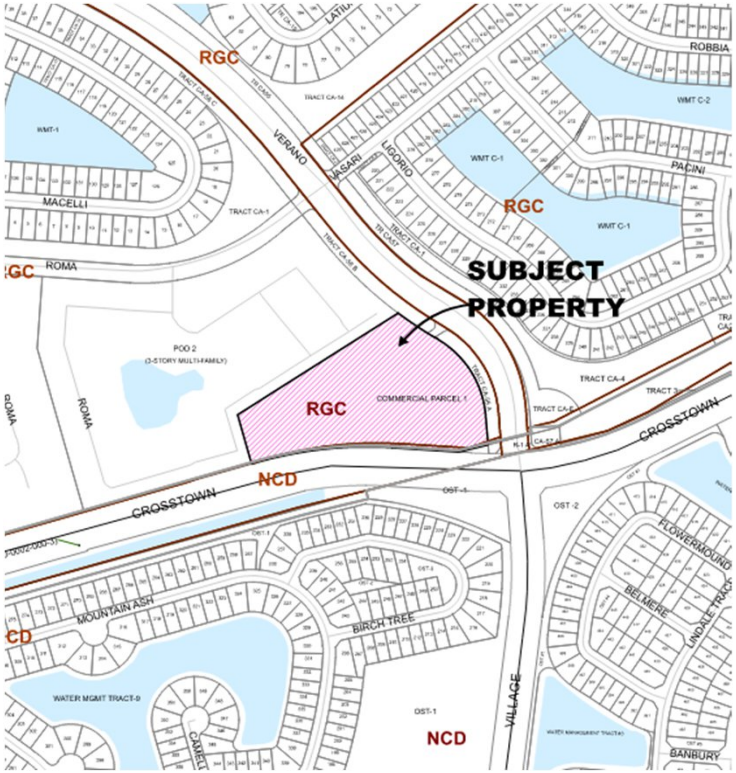
City Council Meeting

March 23, 2026 and April 13, 2026

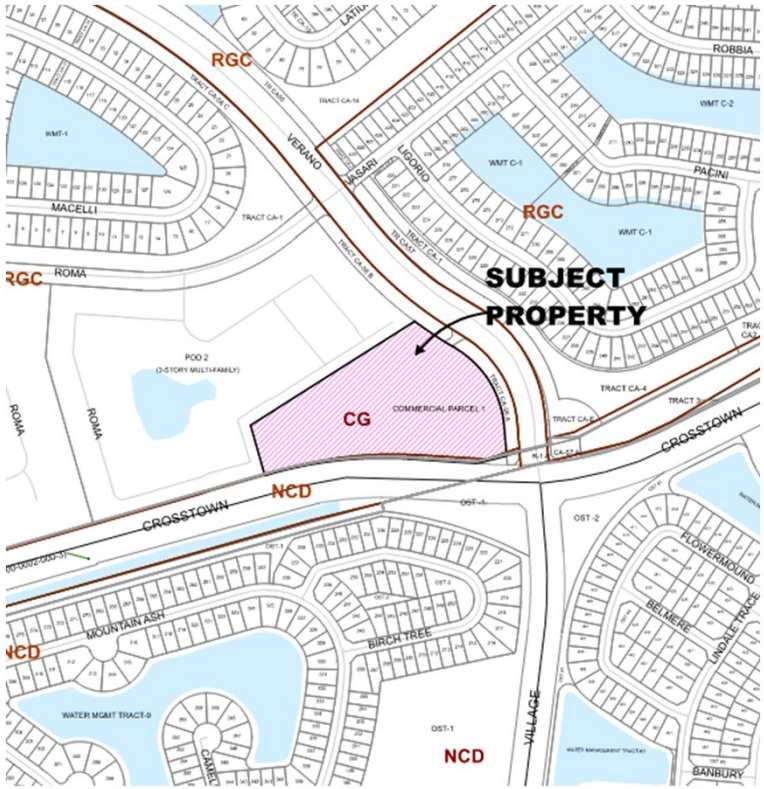
Request Summary

Applicant's Request:	This is a request to amend the Future Land Use from Residential Golf Course (RGC) to General Commercial (CG).
Applicant/Property Owner:	DK Central Park LLC & Shops at Port St. Lucie, LLC
Location:	The property is located at the northwest corner of the intersection of Crosstown Parkway and Verano Parkway.

Existing Land Use Designation
Residential Golf Course (RGC)



Proposed Land Use Designation
General Commercial(CG)



Site Location



Surrounding FLU & Zoning

Direction	Future Land Use	Zoning	Existing Use
North	Residential Golf Course (RGC)	PUD	Residential Development
South	New Community Development (NCD)	MPUD	Residential Development
East	Residential Golf Course (RGC)	PUD	Residential Development
West	Residential Golf Course (RGC)	PUD	Residential Development

Background

PGA Village DRI (P02-322) approved by City Council on October 27, 2003, established the Verano DRI and provided the designation of Residential Golf Course Land Use and one area with General Commercial Land Use.

Verano South POD G PUD consists of 1,181.05 acres which includes a 8.03-acre parcel with a land use designation of RGC for commercial development.

The land use change from RGC to CG is necessary because the applicant wishes to provide commercial uses that may be more intensive uses and that are typically found on property zoned CG (retail with drive through service, restaurants, automotive service).

Comprehensive Plan Analysis

Land Use Consistency (Goal 1.1):Provide an appropriate mix of land uses which meet the needs of current and future residents of Port St. Lucie in a way which is environmentally acceptable; and developed concurrent with needed facilities and services.

Summary of Change

The type of commercial uses on this property are changing in nature from uses that were to support a residential golf course development, to a commercial plaza that serves the more than just the immediate neighborhood.

At buildout the entire DRI will not likely develop all of the commercial entitlements originally granted so the overall land use mix and composition of the DRI is not changing substantially.

Recommendation

This request is a legislative action and can be approved or denied on Council's determination of what is in the best interests of the City.

The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's comprehensive plan and recommends approval.

The Planning and Zoning Board recommended approval of the proposed amendment at their regular meeting of March 3, 2026.

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Agenda Summary

2026-228

Agenda Date: 3/23/2026 **Agenda Item No.:** 10.e

Placement: First Reading of Ordinances / Public Hearing

Action Requested: Motion / Vote

Ordinance 26-28, Public Hearing, an Ordinance Authorizing the Issuance of not to Exceed $75,000,000 in Aggregate Principal Amount of City of Port St. Lucie, Florida Special Obligation Refunding Revenue Bonds, Series 2026 to Refund a Portion of the City's Outstanding Special Assessment Refunding Bonds, Series 2016 (Southwest Annexation Special Assessment District No. 1) and a Portion of the City's Outstanding Taxable Special Obligation Refunding Revenue Bonds, Series 2017, in Order to Achieve Debt Service Savings and to Provide Funding for the Torino Regional Park Project; Providing for a Covenant to Budget and Appropriate Legally Available Non-Ad Valorem Revenues to Pay the Principal of, Redemption Premium, if Any, and Interest on the Bonds; Providing for Certain Rights of the Holders of Such Bonds; and Providing an Effective Date

Executive Summary: Refunding a portion of the City's outstanding Special Assessment Refunding Bonds, Series 2016 & a portion of the Taxable Special Obligation Refunding Revenue Bonds, Series 2017 will result in an estimated $2 million of net present value debt service savings (net of all issuance costs), which equates to annual savings of approximately $230,000 through 2035. The final maturity remains unchanged. The repayment source for the bond refundings will be the Special Assessment District funds. The estimated annual debt service payments for the $12 million in funding for the Torino Regional Park project are $800,000,which will be repaid with Park Impact Fees.

Staff Recommendation: Move that the Council approve the request to table this item to the April 13, 2026 Regular City Council Meeting Agenda to allow for time to readvertise with the full Ordinance name as required.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the request to table this item to the April 13, 2026 Regular City Council Meeting Agenda.
2. Move that the Council provide staff direction.

MEMORANDUM

TO: Sally Walsh, City Clerk

FROM: Stephen Okiye, Finance Director Digitally signed by Shaun G MacKenzie Date: 2023.03.01 12:26:25 -05'00'

SUBJECT: Push Item 2026-228 to Future Meeting

DATE: March 19, 2026

Please let this memo serve as a request to move item 2026-228 – Ordinance 26-28, Public Hearing: An Ordinance Authorizing the Issuance of Not to Exceed $75,000,000 in Aggregate Principal Amount of City of Port St. Lucie, Florida Special Obligation Refunding Revenue Bonds, Series 2026, and to Provide Funding for the Torino Regional Park Project – to the April 13, 2026 agenda for First Reading.

This extension will allow time to readvertise the item with updated language clarifying the purposes of the bond issuance as follows:

THE ISSUANCE OF NOT TO EXCEED $75,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA SPECIAL OBLIGATION REFUNDING REVENUE BONDS, SERIES 2026 TO REFUND A PORTION OF THE CITY'S OUTSTANDING SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2016 (SOUTHWEST ANNEXATION SPECIAL ASSESSMENT DISTRICT NO. 1) AND A PORTION OF THE CITY'S OUTSTANDING TAXABLE SPECIAL OBLIGATION REFUNDING REVENUE BONDS, SERIES 2017, IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS AND TO PROVIDE FUNDING FOR THE TORINO REGIONAL PARK PROJECT; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE BONDS; PROVIDING FOR CERTAIN RIGHTS OF THE HOLDERS OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

Refunding a portion of the City's outstanding Special Assessment Refunding Bonds, Series 2016, and a portion of the Taxable Special Obligation Refunding Revenue Bonds, Series 2017, is expected to generate approximately $2 million in net present value debt service savings (net of all issuance costs). This equates to annual savings of roughly $230,000 through 2035, with the final maturity remaining unchanged. The Special Assessment District funds will continue to serve as the repayment source for the refunded bonds.

Additionally, the estimated annual debt service for the $12 million allocated to the Torino Regional Park project is approximately $800,000, which will be repaid using Park Impact Fees.

Agenda Summary

2026-253

Agenda Date: 3/23/2026 **Agenda Item No.:** 11.a

Placement: Resolutions

Action Requested: Motion / Vote

Resolution 26-R21, a Resolution Regarding Reimbursement of Certain Costs Relating to the Acquisition, Construction and Equipping of Various Capital Improvements to the City's Water and Wastewater Utility System, Providing for Conflict; Providing for Severability; Providing an Effective Date.

Submitted By: Stephen Okiye, Finance Director, Finance Department.

Strategic Plan Link: The City's Goal of a high-performing city government organization.

Executive Summary (General Business): This utility bond reimbursement resolution allows the Utility System to recover project costs that are incurred before the issuance of bonds.

Presentation Information: Staff will be available for questions.

Staff Recommendation: Move that the Council approve the Resolution.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the Resolution.
2. Move that the Council provide staff direction.

Background: This Resolution supports several planned utility capital projects, including the Rangeline Road Raw Water Main, the Rangeline Road Reverse Osmosis (RO) Injection Well System, the RO Water Treatment Plant, the RO Wells, the Glades EQ Tank, and the Glades Wastewater Treatment Plant Expansion (this list in included in Exhibit A of the Resolution). Capital projects often require early expenditures, such as design, engineering, or land acquisition, before long-term financing is secured.

Issues/Analysis: This reimbursement resolution helps avoid arbitrage issues by allowing the government to begin spending as needed, without issuing bonds prematurely or holding proceeds in low-yield accounts. In summary, a reimbursement resolution provides flexibility to start projects early, maintain regulatory compliance, and align financing with project schedules.

Financial Information: The projects covered by the reimbursement resolution are included in the fiscal year 25/26 budget.

Special Consideration: N/A

Location of Project: N/A

Business Impact Statement: N/A

Attachments: 1. Resolution 26-XX Draft

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: Legal Intake #26036-02

Legal Sufficiency Review:
Reviewed by Richard Berrios, City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, REGARDING REIMBURSEMENT OF CERTAIN COSTS RELATING TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF VARIOUS CAPITAL IMPROVEMENTS TO THE CITY'S WATER AND WASTEWATER UTILITY SYSTEM; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILTY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida (the "City") has incurred and/or expects to incur various costs in relation to the acquisition, construction and equipping of various capital improvements to City's water and wastewater utility system (the "Project"), including but not limited to, those generally described in Exhibit A attached hereto; and

WHEREAS, the City has determined it is in its best interest to preserve its ability to reimburse such costs from proceeds of tax-exempt debt; and

WHEREAS, the United States Department of Treasury has issued various regulations regarding the reimbursement of governmental costs through the issuance of tax-exempt debt.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA AS FOLLOWS:

Section 1. Reimbursement of Project Costs and Expenditures. It is currently the intent of the City to reimburse various costs and expenditures relating to the acquisition, construction and equipping of the Project. The City has paid for, and/or reasonably anticipates that it will pay for, such costs and expenditures from funds on deposit in its Utility System Fund. It is reasonably expected that reimbursement of such costs and expenditures shall come from the issuance of tax-exempt debt which is not expected to exceed $275,000,000 aggregate principal amount. It is currently the intention of the City to principally secure such tax-exempt debt with revenues and other funds of the City's Utilities System. The expenditures to be reimbursed shall be consistent with the City's budgetary and financial policy as being the types of expenditures which shall be paid on a long-term basis.

Section 2. Compliance. The City shall comply with all applicable law regarding the public availability of records of official acts by public entities such as the City, including making this Resolution available for public inspection.

Section 3. Legislative Intent. It is the intent of the City that the purpose of this Resolution is to meet the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

Section 4. Conflict. If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 5. Severability. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2026.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

EXHIBIT A

GENERAL DESCRIPTION OF THE PROJECT

The Project consists of various capital improvements to the City's water and wastewater utility system, including but not limited to, the following, as more particularly described in the plans and specifications on file with the City, and as the same may be amended and supplemented from time to time:

- Rangeline Road Raw Water Main
- Rangeline Road Reverse Osmosis Injection Well System
- Rangeline Road Reverse Osmosis Water Treatment Plant
- Rangeline Road Reverse Osmosis Wells
- Glades EQ Tank
- Glades Wastewater Treatment Plant Expansion

Agenda Summary

2026-242

Agenda Date: 3/23/2026 **Agenda Item No.:** 11.b

Placement: Resolutions

Action Requested: Motion / Vote

Resolution 26-R22, Authorizing the Final Acceptance of Public Roadway Improvements for SW Anthony F. Sansone Sr. Boulevard - Phase 3 (P23-167), Constructed by Sansone Group, LLC.

Submitted By: Clyde Cuffy, P.E., Public Works

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Executive Summary (General Business): Sansone Group, LLC has completed the construction of SW Anthony F. Sansone Sr. Boulevard - Phase 3 (P23-167) as approved by City Council. The developer has requested the City accept ownership and maintenance of the roadway improvements in accordance with City Code of Ordinance Section 156.150.

Presentation Information: Staff will be available to answer questions.

Staff Recommendation: Move that the Council accept the roadway improvements in accordance with Section 156.150 of the City Code of Ordinances.

Alternate Recommendations:

1. Move that the Council amend the recommendation and accept the roadway improvements.
2. Move that the Council not accept the roadway improvements and provide staff direction.

Background: Sansone Group, LLC (Developer) has completed the construction of SW Anthony F. Sansone Sr. Boulevard - Phase 3. The roadway plans were approved by City Council on December 4, 2023, by Resolution 23 -R129. The approved roadway plans detail the construction of the two lane roadway together with landscaping, sidewalk, and drainage improvements. SW Anthony F. Sansone Sr. Boulevard - Phase 3. extends the roadway 5,121 linear feet from the SW Hegener Drive intersection, north to the SW Marshall Parkway intersection. The total construction cost incurred by the developer for the project was $11,724,292.72. The Developer has provided the project cost in the form of a Construction Contract, maintenance bond, warranty, Bill of Sale and Owner’s Affidavit for the improvements constructed within the road right-of-way for the respective project. The Public Works and Utility Systems Departments inspected the public infrastructure as it was being constructed within the road right-of-way of SW Anthony F. Sansone Sr. Boulevard - Phase 3 in addition to performing a substantial completion and final acceptance review in accordance with the Florida Statues and City Code. The Construction Engineering Inspection (CEI) Engineer has certified the improvements of SW Anthony F. Sansone Sr. Boulevard - Phase 3 to be turned over to the City have been constructed in accordance with the approved plans and per the City’s specifications. The Landscape Architect has certified that the landscape improvements of SW Anthony F. Sansone Sr. Boulevard - Phase 3 have been constructed in

accordance with the approved plans and per the City's specifications. Representatives of the Public Works Department generated a punch list on May 12, 2025, for the SW Anthony F. Sansone Sr. Boulevard - Phase 3 project (P23-167). A final inspection was performed on July 31, 2025, to confirm all punch list items were satisfied. Upon review of the information provided by the developer, roadway engineer of record and landscape architect, the Public Works Department recommends that the roadway and landscape improvements constructed by Sansone Group, LLC. be accepted to be in accordance with City Code.

The City Attorney's Office has reviewed the Bill of Sale and Owner's Affidavit for these public improvements in accordance with City Code.

Issues/Analysis: City Council's execution of this Resolution will formally accept ownership and maintenance responsibility of the completed roadway improvements. The ownership and maintenance responsibility of the completed landscape improvements will be the City's unless and until the developer enters into a Landscaping Maintenance Agreement that states otherwise with the City.

Financial Information: Roadway pavement typically has a service life of 15 to 20 years; therefore, maintenance costs are anticipated to be minimal for the initial service life. The maintenance costs associated with turf and landscaping of the 5,121 LF of roadways is estimated to be $48,000 annually.

Special Consideration: In accordance with City Code 156.148 (E), the City Council shall either approve, partially approve, or reject the improvements based on the recommendation from the City Engineer. The City must notify the developer in writing, by certified mail, not later than forty-five (45) days after receipt of the notice from the developer if the City intends to accept or not accept responsibility of the improvements. Failure of the governing body to send or provide such notification to the developer within forty-five (45) days shall be deemed to constitute approval of the improvements, and the obligor and surety, if any, shall be released from all liability pursuant to such performance guarantee for such improvements. Based on the receipt date of February 19, 2026, a notice needs to be sent to the developer by no later than April 5, 2026.

Location of Project: SW Anthony F. Sansone Sr. Boulevard - Phase 3 is from the SW Hegener Drive intersection, north to the SW Marshall Parkway intersection.

Business Impact Statement: N/A

Attachments:

1. Resolution
2. Owner's affidavits for SW Anthony F Sansone Sr. Boulevard Phase 3
3. Bill of Sale Absolute for SW Anthony F Sansone Sr. Boulevard Phase 3
4. Warranty Records for SW Anthony F Sansone Sr. Boulevard Phase 3
5. Cost Estimate for SW Anthony F Sansone Sr. Boulevard Phase 3
6. Maintenance Bond for SW Anthony F Sansone Sr. Boulevard Phase 3
7. Engineer's Certification for SW Anthony F Sansone Sr. Boulevard Phase 3
8. Irrigation Certification for SW Anthony F Sansone Sr. Boulevard Phase 3
9. Landscape Certification for SW Anthony F Sansone Sr. Boulevard Phase 3
10. Recorded Plat of SW Anthony F Sansone Sr. Boulevard Phase 3
11. Roadway Turnover Request letter for SW Anthony F Sansone Sr. Boulevard Phase 3

12. Location Map

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26057-03

Legal Sufficiency Review:
Reviewed by Elizabeth L. Hertz, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

RESOLUTION 26-R__

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE FINAL ACCEPTANCE OF PUBLIC ROADWAY IMPROVEMENTS FOR SW ANTHONY F SANSONE SR. BOULEVARD PHASE 3 (P23-167), CONSTRUCTED BY SANSONE GROUP, LLC PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sansone Group, LLC, a Florida limited liability company (hereinafter, "Sansone"), an affiliated entity of the Developer for the Southern Grove Legacy Park, has completed the construction of certain public roadway improvements, specifically SW Anthony F Sansone Sr. Boulevard Phase 3, the plat and construction plans (P23-167) for which have been previously approved on December 4, 2023, by the City Council of the City of Port St. Lucie via Resolution 23-R129; and

WHEREAS, the plat of Southern Grove Plat No. 45 was recorded on December 26, 2023, in Plat Book 121, at Pages 3 - 6, of the Public Records of St. Lucie County, Florida; and

WHEREAS, the public improvements constructed by Sansone for SW Anthony F Sansone Sr. Boulevard Phase 3 consist of two lanes, with landscaping, from the intersection with SW Hegener Drive, north to the intersection with SW Marshall Parkway, together with the installation of sidewalk and drainage improvements that will support the ultimate design for the roadway's future buildout (the "Road Improvements"), and

WHEREAS, the Road Improvements have been completed in substantial conformance with the approved plans and the delivery of a Bill of Sale from Sansone Group, LLC to the City of Port St. Lucie ("City") shall serve to transfer the public roadway improvements located within the constructed portion of the SW Anthony F Sansone Sr. Boulevard Phase 3 right-of-way; and

WHEREAS, pursuant to and in accordance with Section 156.150 of the City Code of Ordinances, Sansone Group, LLC has formally requested that the City accept the Road Improvements; and

WHEREAS, the City Engineer has caused the Road Improvements to be inspected and recommends that the City accept the Road Improvements so as to place said Road Improvements in the City's ownership for responsibility and maintenance thereof; and

WHEREAS, the purpose of this Resolution is to formally accept ownership and maintenance responsibility of the completed Road Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PORT ST. LUCIE, FLORIDA:

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Resolution.

Section 2. Authorization. The City Council of the City of Port St. Lucie hereby authorizes the final acceptance of the completed construction of the SW Anthony F Sansone Sr. Boulevard, Phase 3 public roadway improvements dedicated to the City so as to place said improvements under the ownership and maintenance obligation of the City.

Section 3. Conflict. If any resolutions or parts of any resolution, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2026.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

OWNER'S AFFIDAVIT

STATE OF ~~FLORIDA~~ Missouri

COUNTY OF St-Louis

BEFORE ME, the undersigned authority, personally appeared Douglas Sansone (the "Affiant"), who to me is well known, and having been duly sworn and under oath, deposes and states:

1. My name is Douglas Sansone, I am over the age of twenty-one (21) years, am *sui juris*, and have personal knowledge of the facts asserted herein.

2. **Sansone Group, LLC** (the "Company"), has caused certain roadway improvements (the "Roadway Improvements") to be constructed and/or installed upon the real property more particularly depicted on Exhibit "A" attached hereto and made a part hereof (the "Right-of-Way").

3. To the best of Affiant's knowledge and belief, there are no unrecorded labor, mechanic's or materialmen's liens against the Roadway Improvements, all materials, services or labor furnished and used or provided in connection with the Roadway Improvements made upon the Right-of-Way have been paid for in full to date, and there are no unpaid bills or claims for labor, services or materials furnished in connection with such Roadway Improvements upon the Right-of-Way; no person, firm or corporation has or claims to have any lien against the Roadway Improvements for labor, services or materials furnished in connection with the Roadway Improvements within the past 90 days; there are no claims whatsoever of any kind or description against any of the Roadway Improvements; and the Company has not and will not execute any instruments that would adversely affect title or interest in the Roadway Improvements transferred or to be transferred to the City of Port St. Lucie, a Florida municipal corporation (the "City").

4. Affiant understands that this Affidavit will be relied upon by the City in taking title to the Roadway Improvements conveyed pursuant to the Bill of Sale Absolute executed by the Company.

5. Affiant is executing this Affidavit solely in his capacity as **Principal** of the Company and no resort shall be had to any of Affiant's personal assets on account hereof.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 16 day of Dec. 2024.

____Sansone Group, LLC_____(Company)

By: _____

Affiant Name: Douglas Sansone

Affiant Title: Principal

SUBSCRIBED AND SWORN before me by means of [X] physical presence or [ ] online notarization, this 16th day of Dec 2025 by Douglas Sansone. He/She is personally known to me, or has produced N/A as identification and did not take an oath.

Seal

MELISSA A. CLEMENTS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JULY 9, 2028
ST. LOUIS CITY
COMMISSION #12412085

Melissa A. Clements

Notary Public

My Commission Expires 07/09/2028

Melissa A Clements

Notary Printed Name

EXHIBIT "A"

DEPICTION OF THE PROPERTY

Anthony F. Sansone Sr. Blvd. (Project), according to the plat thereof, as recorded in Plat Book 121, Pages 3-6, of the Public Records of St. Lucie County, Florida, as depicted on the attached pages.

[See attached pages]

CONTRACTOR'S AFFIDAVIT AND RELEASE OF LIEN

Before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared **Thomas P. Uhrig** ("Contractor"), who, after being first duly sworn, deposes and says that:

1) I am a licensed contractor in the State of Florida doing business as **J.W. Cheatham, LLC** (name of business), located at **7396 Westport Place, West Palm Beach, FL 33413** (mailing address).

2) Contractor, pursuant to the Contract dated **10/11/2023** ("Contract") between Contractor and **City of Port St. Lucie** ("Owner"), for certain construction related to a project known as **Anthony F. Sansone Sr. Blvd. Phase 3 Extension** has heretofore furnished, or caused to be furnished, labor, materials, and/ or other service for the construction of paving, grading and drainage improvements, as more particularly set forth in the Contract,

3) Contractor represents that all work to be performed under the aforesaid Contract performed with respect to the paving, grading and drainage improvements has been fully completed and that all subcontractors, materialmen, lienors, and potential lienors, who have furnished labor, materials, and/or other services with respect to such utility improvements have been paid in full, or, if not, have executed partial Waiver of Liens, pertaining to the labor, material, and/or other services provided in connection with the construction of the utility improvements.

4) In consideration of final payment to the Contractor, and all other previous payments paid by the Owner to the Contractor, the undersigned does hereby, for and in behalf of the Contractor, waive, release and relinquish the Contractor's right to any claim or demand or right to impose a lien or liens for work done or materials for services furnished or any other class of lien whatsoever, on any of the property owned or to be transferred for ownership to the City of Port St. Lucie, including easement and right-of-way ownership interests, on which improvements have been completed in connection with the aforementioned Contract.

5) Contractor represents that he has authority to execute a full and final Release of Lien for and on behalf of the Contractor.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and the facts stated in it are true.

Signature Thomas P. Uhrig

Print Name Thomas P. Uhrig

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 18th day of November 2025 by Thomas Uhrig. He/She is personally known to me [ ], or [ ] has produced _____ as identification.

Notary Seal

MIKE DAMRON
Notary Public-State of Florida
Commission # HH 341770
My Commission Expires
March 17, 2027

_____
Signature of Notary Public

_____
Printed Name
Notary Public, State of Florida

My Commission Expires: _____

BILL OF SALE ABSOLUTE

KNOW ALL MEN BY THESE PRESENTS, that **Sansone Group, LLC** (Company), ("Transferor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, transfer and deliver unto the City of Port St. Lucie, a Florida municipal corporation (the "City"), its legal representatives, successors and assigns, all those improvements described in Schedule 1 attached hereto and made a part hereof (the "Transferred Improvements").

TO HAVE AND TO HOLD the same unto the City, its legal representatives, successors and assigns, forever.

AND TRANSFEROR does, for itself, its legal representatives, successors and assigns, covenant to and with the City, its legal representatives, successors and assigns, that Transferor is the lawful owner of the Transferred Improvements; that the Transferred Improvements are free and clear of all liens, encumbrances, and charges whatsoever; that it has good right and lawful authority to sell the Transferred Improvements; and that it will warrant and defend the sale of the Transferred Improvements unto the City, its legal representatives, successors and assigns, against the lawful claims and demands of all person whomsoever.

[Signatures and acknowledgements appear on the following page]

IN WITNESS WHEREOF, Transferor has caused this Bill of Sale Absolute to be executed this 15 day of Dec. 2025.

WITNESS:

Signature

John Benoist

Printed Name

Christopher Lee

Signature

CHRISTOPHER R. LEE

Printed Name

BY: Sansone Group, LLC (Company)

By: Douglas Sansone

STATE OF ~~FLORIDA~~ Missouri
COUNTY OF St Louis

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 16th day of Dec 2025 by Douglas Sansone. He/She is personally known to me [ ], or [ ] has produced N/A as identification.

Seal

MELISSA A. CLEMENTS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JULY 9, 2028
ST. LOUIS CITY
COMMISSION #12412085

Melissa A. Clements

Signature

Melissa A Clements

Printed Name

Notary Public, State of ~~Florida~~ Missouri

BILL OF SALE

1346

SCHEDULE 1
TRANSFERRED IMPROVEMENTS

The "Transferred Improvements" consist of the following items:

Those certain regulatory and non-regulatory signs; roadways, including, without limitation, bridges and decorative architectural treatments on headwall facilities; and the roadway drainage system, including, without limitation, all structures and improvements designed, installed, and maintained for the purpose of draining and collecting rainfall discharges from the roadways and conveying such water to the _SW Anthony F. Sansone Blvd. Phase 3 Extension_(Project) stormwater system, including, without limitation, curbs, inlets, grillwork, catch basins, culverts, and discharge pipes, located within that right-of-way identified and depicted on Schedule I(a) attached hereto.

BILL OF SALE
SCHEDULE I(a)
DEPICTION OF THE RIGHT-OF-WAY

Anthony F. Sansone Sr. Blvd, according to the Southern Grove plat #45 thereof, as recorded in plat book 121, pages 3-6, of the public records of St. Lucie County, Florida.

WARRANTY

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, _____**Sansone Group, LLC**_____ (Developer), warrants to the City of Port St. Lucie (City) that the Transferred Improvements (as defined in the Bill of Sale Absolute executed by Developer and delivered to City) as shown in the approved Construction Plans and Specifications for _Anthony F. Sansone Blvd. Phase 3__(Project) (from: Hegener Drive to Marshall Parkway) under permit number **P23-167**, are free from any defect, whether patent or latent, in design, manufacture, construction, workmanship, and materials. The Developer agrees to indemnify and hold City harmless from any claim, loss, damage, or other expense whatsoever, including attorney's fees, that City may suffer as a result of the failure of the Transferred Improvements to be as warranted. This warranty shall expire twelve (12) months from the date all Transferred Improvements are completed and turned over to the City.

In the event any defect, malfunction, or failure, not caused by City's misuse or damage, occurs during the warranty period, the Developer will correct the defect, malfunction, or failure without any expense, cost, or charge to City. Such correction will consist of repair to the defective item to make it operational, or if such item cannot be repaired or it is not commercially practicable to do so, then at the Developer's option, the item may be replaced. If, after ten (10) days' written notice, the Developer fails to proceed promptly to comply with the terms of this warranty, City may have the defect, malfunction, or failure corrected and the Developer will be liable for all expenses incurred.

The warranty set forth herein is cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law. Nothing herein shall relieve the Developer of responsibility to third parties for negligence or for any defect in design, manufacture, construction, workmanship, and materials as otherwise provided by law.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized agents, and its corporate seal affixed hereto, this 16 day of Dec. 2025.

[Signature page to follow.]

BY:

Sansone Group, LLC,
(Developer)

By: _____
Print Name: Douglas Sansone
Title: Principals

ACCEPTANCE OF WARRANTY

The above Warranty is hereby accepted this _____ day of _____.

Attest: CITY OF PORT ST. LUCIE

Print Name: _____ By: _____
Title Title

(Seal)

STATE OF ~~FLORIDA~~ Missouri
COUNTY OF St. Louis

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 16th day of Dec 2025 by Douglas Sansone. He/She is personally known to me, or has produced N/A as identification and did not take an oath.

MELISSA A. CLEMENTS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JULY 9, 2028
ST. LOUIS CITY
COMMISSION #12412085

Melissa A. Clements
Signature
Melissa A Cl
Printed Name

Notary Public, State of ~~Florida~~ Missouri

J.W. CHEATHAM LLC

Road Building &
Earthmoving Contractors

7396 Westport Place, West Palm Beach, FL 33413 Phone: (561) 471-4100 Fax: (561) 471-8348

WARRANTY

This warranty applies to the project known as Anthony F. Sansone Sr. Blvd Phase 3 Extension, located at the address of Anthony Sansone Blvd and SW Hegener Drive ,
I, Thomas P. Uhrig hereby certify that the paving, grading and drainage associated with the above reference project has been completed in compliance with the approved plans, specifications and permits, change orders and / or field directives. All materials and workmanship are fully guaranteed and warranted for a period of one (1) year from the date of acceptance by the City of Port St, Lucie as shown below, Any defective material or workmanship will be repaired at no expense to the City for defects documented during the warranty period.

Signature: Thomas P. Uhrig Date: 07/31/2025

Title: President

MEMORANDUM

DATE: September 19, 2025

TO: ****ORIGINAL****
City Clerk

FROM: Robyn Holder, CPPB RH
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20230077 Amendment #9
CONTRACT TITLE: Construction of Anthony F. Sansone Sr. Blvd. Phase 3 Extension

CONTRACTOR NAME: J.W. Cheatham, LLC
ADDRESS: 7396 Westport Place
CITY & STATE: West Palm Beach, Florida 33413

COUNCIL APPROVED: 10/9/2023 Item 7(i)
CONTRACT AMOUNT - $10,307,551.17
CONTRACT TERM: 10/16/2023 to begin purchasing materials with a construction start date of 12/1/2023 through 11/30/2024 (365 calendar days), with no option to renew.

COUNCIL APPROVED: 3/25/2024
AMENDMENT #1 AMOUNT - $649,544.06 for a New Contract amount is $10,957,095.23
CONTRACT TERM: 10/16/2023 to begin purchasing materials with a construction start date of 12/1/2023 through 11/30/2024 (365 calendar days), with no option to renew.

COUNCIL APPROVED: N/A
AMENDMENT #2 AMOUNT - $168,901.17 for a New Contract amount is $11,125,996.40.
CONTRACT TERM: 10/16/2023 to begin purchasing materials with a construction start date of 12/1/2023 through 11/30/2024 (365 calendar days), with no option to renew. An additional 21 calendar days is needed for a new end date of 12/21/2024.

COUNCIL APPROVED: N/A
AMENDMENT #3 AMOUNT - $0.00 & 35 calendar days for a new end date of 1/25/2025.

COUNCIL APPROVED: N/A
AMENDMENT #4 AMOUNT - $0.00 & 68 calendar days for a new end date of 4/3/2025.

COUNCIL APPROVED: 2/10/2025
AMENDMENT #5 AMOUNT - $645,364.05 for a new Contract amount of $11,771,360.45.

COUNCIL APPROVED: N/A
AMENDMENT #6 AMOUNT - $0.00 and new end date of 5/26/2025.

COUNCIL APPROVED: N/A
AMENDMENT #7 AMOUNT - $0.00 and new end date of 7/31/2025.

COUNCIL APPROVED: N/A
AMENDMENT #8 AMOUNT – ($94,352.73) net deduct and end date of 7/31/2025. Final Contract amount is $11,677,007.72

COUNCIL APPROVED: N/A
AMENDMENT #9 AMOUNT – $47,285.00. Final Contract amount is $11,724,292.72.

PORT ST. LUCIE
HEART OF THE TREASURE COAST

CONTRACT
AMENDMENT #9

This Amendment #9 ("Amendment #9") to the Anthony F. Sansone Sr. Blvd. Phase 3 Extension under Contract #20230077 ("the Contract"), by and between the City and J.W. Cheatham, LLC ("the Contractor"), shall be effective as of the date this Amendment #9 is fully executed.

Contractor's Full Legal Name:	J.W. Cheatham, LLC
Solicitation No./Event ID:	20230077
Solicitation Title/Event Name:	Anthony F. Sansone Sr. Blvd. Phase 3 Extension
Contract Award Date:	10/9/2023
Initial Contract Term:	12/1/2023 through 11/30/2024 (365 Calendar Days for Construction)
Current Contract Expiration Date:	7/31/2025
Requested Contract Expiration Date:	7/31/2025
Initial Contract Amount:	$10,307,551.17
Current Contract Amended Amount:	$11,677,007.72
Requested Financial Change Amount:	$47,285.00
New Contract Amount:	$11,724,292.72
Amendment No.:	9
Amendment Type:	**Increase of Commodities**

WHEREAS, the Contract, including any previous amendments, was in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in the Contract are hereby incorporated and made a part of that contract.

1. **INCREASE IN COMMODITIES**. This Amendment #9 is for a net increase in the Contract dollar amount resulting from unforeseen conditions that warrant the addition of a new Contract pay item. This is the final Contract pay item adjustment and true-up to the Contract. All work has been completed as of 7/31/2025.

	Item	Quantity	Unit	Unit Price	Total
NEW	Unsuitable Materials Removal/Replacement	1	LS	$47,285.00	$47,285.00
				TOTAL	**$47,285.00**

2. **SUCCESSORS AND ASSIGNS.** This Amendment #9 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #9, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations of the parties. This Amendment #9 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment #9 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	J. W. Cheatham, LLC
Authorized Signature:	Thomas P. Uhrig
Printed Name and Title of Person Signing:	Thomas P. Uhrig, President
Date:	09/17/2025
Company Address:	7396 Westport Place, West Palm Beach FL 33413

CITY OF PORT ST. LUCIE

Authorized Signature:	Caroline Sturgis
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	September 19, 2025
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

MAINTENANCE BOND

Bond No.: CIC1959853

KNOW ALL MEN BY THESE PRESENTS:

That we, JDN Enterprises, LLC, hereinafter called the "Principal", and Capitol Indemnity Corporation, a surety authorized to do business in the State of Florida, hereinafter called "Surety" are held and firmly bound to the City of Port St. Lucie, a municipal corporation hereinafter called the "Obligee" or the "City", in the full and just sum of **(One Million, Seven Hundred and Fifty Eight Thousand, Six Hundred and Forty-Three Dollars and Ninety-One Cents) ($1,758,643.91)** lawful money of the United States of America ("Penal Sum"), to be paid to the Obligee, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has obtained approval by the City of a certain subdivision plat known of **SW Anthony F Sansone Sr. Boulevard Phase 3 (PSL P Number P23-167)** located north of the existing SW Anthony F. Sansone Sr. Blvd and,

WHEREAS, the City requires that these presents be executed on or before the final completion and acceptance of said work, it is further understood that this bond shall become effective with the acceptance of the work performed in connection with certain subdivision plat known as **SW Anthony F Sansone Sr. Boulevard Phase 3 (PSL P Number P23-167),**

WHEREAS, the City shall notify the Principal and the Surety in writing of any defect for which the Principal is responsible and shall specify in the notice a reasonable period of time within which the Principal shall correct the defect. If the Principal fails to correct the defect within the time specified in the notice, then the Surety shall have thirty (30) days after that to take any action it deems necessary to insure the performance of the Principal's obligation. If the defect is not corrected, the City shall have the right to correct the defect, and the Principal and the Surety, jointly and severally, shall pay all costs and expenses incurred by the Obligee in correcting the defect, including and limited to, engineering, legal and other costs, together with any damages which the Obligee may sustain on account of the Principal's failure to correct the defect. In no event will the Surety's obligation under this Bond exceed the Penal Sum.

NOW.THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall remedy, without cost to the City, any defects caused by defective or inferior materials or workmanship, which may develop during a period of One (1) year from the date of completion and acceptance of the work performed in connection with certain subdivision plat, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

Any suit under this bond must be instituted before the expiration of one year from completion of the maintenance period.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this January 6, 2026

Principal: JDN Enterprises, LLC
Name and Business Type

By:

By: _____
Name, Position Held
DOUGLAS SANSONE
PRINCIPAL

Attest:

_____
Name, Position Held
JOHN BENOIST, COO

(Impressionable corporate seal)

Address:
(Input Mailing Address) 120 S. CENTRAL AVE
SUITE 500
ST. LOUIS, MO 63105

Witnesses:

By: _____
Meghan Schraer
Print Name

By: _____
Kathrine Krekeler
Print Name

Surety:
Capitol Indemnity Corporation Surety

By: _____
Liz Talbott, its Attorney-In-Fact

Address:
P.O. Box 5900, Madison, WI 53705 - 0900

Note: ATTACH STANDARD FORM SHOWING ATTORNEY IN FACT AUTHORIZATION

1358

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------RANDAL NOAH; LIZ TALBOTT; NANCY NEMEC; TAMMY L. MASTERSON; TIFFIANY GOBICH; KELSEY BECKER ----------
----------AUDRIA COLEMAN; KATHRINE KREKELER; MARK NELSON; MEGHAN SCHRAER; TRINITY LUKENS; GLADYS D. ROGERS --------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

---------- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00 ----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 6th day of January, 20 26.

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

Suzanne M. Broadbent
Secretary

1359

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

July 31, 2025,
J.W. Cheatham, LLC (JWC)
Thomas P. Uhrig, President
7396 Westport Place
West Palm Beach, FL 33413

Contract No.: **20230077**
County: **St. Lucie**
Project: **Anthony F. Sansone Blvd. Phase 3 Extension**

Subject: Final Completion of Anthony F. Sansone Blvd. Phase 3 Extension

Dear Mr. Uhrig;

On 5/12/2025 JMT, the City of Port St. Lucie, and other representatives completed a walkthrough of the subject project, and a punch list was provided for the completed scopes of work. The incomplete scopes of work were noted in the Conditional Acceptance letter dated 5/29/2025. As of 7/31/2025, all outstanding scopes of work and punch list items have been satisfactorily completed. Please accept this letter as your notice of Final Completion and termination of the contract time as of 7/31/2025.

Should you have any questions or concerns, please do not hesitate to contact me at 772.633.7998 or via email at wkraft@jmt.com.

Sincerely,

Digitally signed by Shaun G MacKenzie
Date: 2023.03.01 12:26:25 -05'00'

Wes Kraft
Project Manager

July 25, 2025

City of Port St. Lucie – Public Works
Mr. Clyde Cuffy, P.E., Regulatory Division Director
CCuffy@cityofpsl.com
121 SW Port St Lucie Blvd.
Port St. Lucie, FL 34984

Project No.: **P23-167**
Contract Title: **Anthony F. Sansone Sr. Blvd. Phase 3 Extension**

Subject: Irrigation Certification of Completion

Dear Mr. Cuffy;

A final inspection of the irrigation system on the subject project was performed on 07/24/2025 in the presence of the City of Port St. Lucie, the contractor, and the Construction & Engineering team. All items were found to be completed in substantial compliance with the contract plans and specifications and will function as intended and designed with no plan changes. Attached hereto is correspondence with the City's irrigation representative confirming agreement.

Sincerely,

Wesley Kraft

Digitally signed by Wesley Kraft
DN: CN=Wesley Kraft, E=[illegible], OU=JOHNSON MIRMIRAN AND THOMPSON, C=US
Reason: I have reviewed this document
Date: 2025.12.17 09:01:53 -05'00'

Wes Kraft, E.I.
Project Manager

Outlook

[EXTERNAL] Sansone Blvd Phase 3 Irrigation

From Billy Miller <bmiller@cityofpsl.com>
Date Thu 7/24/2025 1:35 PM
To Kraft, Wes <WKraft@jmt.com>
Cc Bobby Byrd <BByrd@cityofpsl.com>

Cyber Security Reminder: Please use caution - message originated outside JMT.

Wes
The irrigation system for Sansone Blvd. phase 3 had a walk thru final inspection today, and passed final inspection.

Billy Miller
Project Coordinator / Irrigation
Public Works Department
o. 772-871-7307
c. 772-370-0903

City of Port St. Lucie | *Heart of the Treasure Coast*
450 Thornhill Drive, Port St. Lucie, FL 34984

July 25, 2025

City of Port St. Lucie – Public Works
Mr. Clyde Cuffy, P.E., Regulatory Division Director
CCuffy@cityofpsl.com
121 SW Port St Lucie Blvd.
Port St. Lucie, FL 34984

Project No.: **P23-167**
Contract Title: **Anthony F. Sansone Sr. Blvd. Phase 3 Extension**

Subject: Landscape Certification of Completion

Dear Mr. Cuffy;

A final inspection of the landscape components on the subject project was performed on 07/24/2025 in the presence of the contractor and the Construction & Engineering team. All items were found to be completed in substantial compliance with the contract plans and specifications and will function as intended and designed with no plan changes. We're confident in our inspection of this work and ask that this letter serve as our formal certification of completion.

Sincerely,

Wesley Kraft

Wes Kraft, E.I.
Project Manager

CFN # 5281658 PLAT BOOK 121 PAGE 3, Recorded 12/26/2023 09:56:14 AM SAINT
LUCIE COUNTY Deputy Clerk TREJOA

SOUTHERN GROVE PLAT NO. 45

BEING A REPLAT OF ALL OF SOUTHERN GROVE PLAT NO. 43, AS RECORDED IN PLAT BOOK 109 PAGE 22, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTIONS 26 AND 27, TOWNSHIP 37 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK 121
PAGE 3

INSTR # 5281658
P BK 121 Pages 3 - 6
RECORDED 12/26/2023 09:56:14 AM
SAINT LUCIE COUNTY

DEPUTY CLERK TREJOA

LEGAL DESCRIPTION:

BEING ALL OF SOUTHERN GROVE PLAT NO. 43, AS RECORDED IN PLAT BOOK 109 PAGE 22, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTIONS 26 AND 27, TOWNSHIP 37 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA,

CONTAINING 378.65 ACRES, MORE OR LESS.

CERTIFICATE OF OWNERSHIP & DEDICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION OF THE STATE OF FLORIDA; PSL PROJECT APRON INDUSTRIAL OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY; SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, AND CHILL BUILD PSL, LLC, OWNERS OF THE LAND DESCRIBED AND PLATTED HEREIN AS SOUTHERN GROVE PLAT NO. 45, BEING IN ST. LUCIE COUNTY, FLORIDA, HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND HEREBY DEDICATES AS FOLLOWS:

1. LOTS 1, 2, 3 AND 6, AS SHOWN HEREON, ARE RESERVED UNTO THE OWNERS FOR FUTURE DEVELOPMENT USES.

2. THE ROAD RIGHTS-OF-WAY, (TRACT RW-1) SW ANTHONY F. SANSONE SR. BOULEVARD AND (TRACT RW-2) SW HEGENER DRIVE AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, FOR THE BENEFIT OF THE PUBLIC, FOR ROAD RIGHT-OF-WAY, DRAINAGE AND UTILITIES.

3. THE TEN FOOT PUBLIC UTILITY EASEMENTS (PUE), AS SHOWN HEREON, ARE HEREBY DEDICATED IN PERPETUITY IN FAVOR OF THE CITY OF PORT ST. LUCIE, FLORIDA ("CITY") ITS SUCCESSORS AND/OR ASSIGNS, FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UNDERGROUND UTILITIES, INCLUDING WITHOUT LIMITATION, ELECTRIC POWER LINES, TELECOMMUNICATION LINES, CABLE TELEVISION LINES, GAS LINES, IRRIGATION LINES AND RELATED APPURTENANCES (SPECIFIC ALL INCLUDING MUNICIPAL WATER, SEWER AND RECLAIMED WATER LINES). THE CITY OF PORT ST. LUCIE SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENTS EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE CITY OF PORT ST. LUCIE OR ITS AUTHORIZED AGENT.

4. THE PUBLIC UTILITY EASEMENTS ARE ALSO DEDICATED TO THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, ITS SUCCESSORS AND/OR ASSIGNS, FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF IRRIGATION LINES, STRUCTURES, AND APPURTENANCES. SAID EASEMENT AS SHOWN HEREON IS ALSO DEDICATED IN FAVOR OF THE CITY OF PORT ST. LUCIE ("CITY"), ITS SUCCESSORS, AGENTS EMPLOYEES, CONTRACTORS, DESIGNEES AND ASSIGNS, A GENERAL INGRESS/EGRESS EASEMENT OVER AND ACROSS ITS DRIVEWAYS, PARKING, COMMON OR OPEN AREAS FOR ACCESS TO, OPERATION, MODIFICATION, INSTALLATION AND/OR MAINTENANCE OF PUBLIC UTILITY FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER AND WASTEWATER LINES, APPURTENANT FACILITIES AND EQUIPMENT. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENT EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE CITY OR ITS AUTHORIZED AGENT.

5. THE WATER MANAGEMENT TRACTS WMT-1, WMT-2, AND WMT-3, AND THE 20 FOOT DRAINAGE EASEMENT AS SHOWN OR DESCRIBED ON THIS PLAT IS ARE DEDICATED TO THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES ("DISTRICT NO. 7"), ACTING BY AND UNDER DELEGATED AUTHORITY FROM, AND RECEIVING SUCH DEDICATION FOR THE USE AND BENEFICIAL OWNERSHIP OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES ("DISTRICT NO. 3"), IN ACCORDANCE WITH THE SECOND AMENDED AND RESTATED DISTRICT INTERLOCAL AGREEMENT DATED AS OF JULY 9, 2013, AND RECORD AT OFFICIAL RECORDS BOOK 3539, PAGES 672-713, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ("DISTRICT INTERLOCAL AGREEMENT"), SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF PROVIDING DRAINAGE, AND SURFACE WATER MANAGEMENT. A DRAINAGE AND IRRIGATION EASEMENT TOGETHER WITH AN INGRESS AND EGRESS EASEMENT AND TOGETHER WITH THE LAKE MAINTENANCE EASEMENT AND IRRIGATION EASEMENT ARE BLANKET OVER THE WATER MANAGEMENT TRACT AND IS HEREBY DEDICATED TO TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES, ITS SUCCESSORS AND ASSIGNS FOR THE RIGHT TO DRAW WATER FROM, AND DISCHARGE WATER TO SAID WATER MANAGEMENT TRACT-1. SAID WATER MANAGEMENT TRACTS AND DRAINAGE EASEMENT MAY ALSO BE USED BY THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND ASSIGNS, FOR DRAINAGE, MAINTENANCE ACTIVITIES AND STORM WATER MANAGEMENT PURPOSES FOR DRAINAGE FROM VILLAGE PARKWAY, SW ANTHONY F. SANSONE SR. BOULEVARD, AND HEGENER DRIVE, IN ACCORDANCE WITH THE DRAINAGE OR SURFACE WATER MANAGEMENT PERMITS ISSUES FROM TIME TO TIME FOR THE LANDS SUBJECT TO THIS PLAT. CITY OF PORT ST. LUCIE HAS THE RIGHT, BUT NO OBLIGATION, TO MAINTAIN SAID WATER MANAGEMENT TRACT FOR DRAINAGE AND STORM WATER MANAGEMENT PURPOSES.

6. THE 20 FOOT PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT (PSLUSD) EASEMENT. SAID EASEMENT AS SHOWN HEREON IS A UTILITY EASEMENT WHICH IS HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE ("CITY"), ITS SUCCESSORS, AGENTS , EMPLOYEES, CONTRACTORS, DESIGNEES, AND ASSIGNS, A GENERAL INGRESS/EGRESS OVER AND ACROSS ITS DRIVEWAYS, PARKING, COMMON OR OPEN ACCESS AREAS FOR ACCESS TO, OPERATION MODIFICATIONS, INSTALLATION OF OR MAINTENANCE OF, PUBLIC UTILITIES FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER AND WASTEWATER LINES, APPURTENANT FACILITIES AND EQUIPMENT. THERE SHALL BE NO OTHER PUBLIC OR PRIVATE UTILITIES IN, ON, OVER, UNDER, OR ACROSS THE EASEMENT AREA WITHOUT THE CITY'S WRITTEN PERMISSION. THERE SHALL BE NO IMPROVEMENTS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LANDSCAPING CONSTRUCTED WITHIN THE BOUNDARIES OF THE EASEMENT AREA WHICH WOULD RESTRICT THE OPERATION AND MAINTENANCE OF, OR WHICH MAY IN ANY MANNER RESULT IN HARM TO, THE CITY'S FACILITIES. THE PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT, ITS SUCCESSORS OR ASSIGNS, SHALL OWN, MAINTAIN, REPAIR, AND REPLACE ANY PERMITTED IMPROVEMENTS OVER THE UTILITY EASEMENT, WHICH ARE NOT PRECLUDED BY THE FOREGOING, WHICH MAY BE DAMAGED OR DESTROYED BY THE CITY, ITS SUCCESSORS OR ASSIGNS, DESIGNEES OR CONTRACTORS IN THE CONSTRUCTION, OPERATION, MAINTENANCE OF, OR ACCESS TO, THE CITY'S FACILITIES. THE CITY, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO REQUIRE THE REMOVAL OF ANY IMPROVEMENTS, WHICH ARE CONSTRUCTED IN VIOLATION OF THE CONDITIONS SET FORTH ABOVE. IF VIOLATING IMPROVEMENTS ARE NOT REMOVED UPON REQUEST, THE CITY, ITS SUCCESSORS OR ASSIGNS, DESIGNEES OR CONTRACTORS WILL REMOVE SAID IMPROVEMENTS WITHOUT LIABILITY OR RESPONSIBILITY OR COST TO THE CITY. THE CITY OF PORT ST. LUCIE SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENTS EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE CITY OF PORT ST. LUCIE.

7. LIFT STATION EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE. THE CITY OF PORT ST. LUCIE SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENT EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES LOCATED IN SAID EASEMENT BY THE CITY OF PORT ST. LUCIE.

8. THE 112 FOOT WIDE ACCESS EASEMENT (AE) AS SHOWN HEREON IS FOR THE BENEFIT AND RESPONSIBILITY OF THE OWNERS OF LOT 1 AND IS FOR THE PURPOSE OF INGRESS AND EGRESS. SAID AE IS ALSO DEDICATED TO SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, FOR THE PURPOSE OF SUBSURFACE DRAINAGE AND ALSO DEDICATED TO THE CITY OF PORT ST. LUCIE FOR ACCESS AND UTILITIES.

OWNER

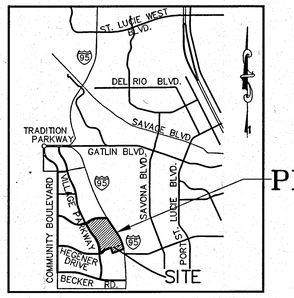
IN WITNESS WHEREOF, THE ABOVE NAMED CORPORATION, PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS

JESUS MEREJO
CHIEF EXECUTIVE OFFICER

THIS 21st DAY OF December, 2023.
PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION

BY: Jesus Merejo

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:
WITNESS:
SIGNATURE
Jennifer Davis
PRINTED NAME
SIGNATURE
Dewin J. Murphy
PRINTED NAME



LOCATION MAP
NOT TO SCALE

ACKNOWLEDGMENT

STATE OF FLORIDA
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 ACKNOWLEDGMENTS, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY MEANS OF _X_ PHYSICAL PRESENCE OR ___ ONLINE NOTIFICATION BY JESUS MEREJO AS CHIEF EXECUTIVE OFFICER OF PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, ON BEHALF OF THE CORPORATION. HE IS [X] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 21 DAY OF December 2023.

HH 361481 06/19/2027
COMMISSION NO. & EXPIRATION DATE

NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME: MARY ANN VERRILLO

MARY ANN VERRILLO MY COMMISSION # HH 361481 EXPIRES: June 19, 2027

OWNER

IN WITNESS WHEREOF, THE ABOVE NAMED CORPORATION, PSL PROJECT APRON INDUSTRIAL OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS

NICHOLAS G. SANSONE
PSL PROJECT APRON INDUSTRIAL OWNER, LLC

THIS 18th DAY OF December 2023.

BY: Nicholas G. Sansone

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:
WITNESS:
SIGNATURE
Gabriela Colvis
PRINTED NAME
SIGNATURE
John Brown
PRINTED NAME

ACKNOWLEDGMENT

STATE OF ~~FLORIDA~~ Missouri
COUNTY OF ~~ST. LUCIE~~ St Louis

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE AFORESAID AND IN THE COUNTY AFORESAID TO TAKE ACKNOWLEDGMENTS, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY MEANS OF _X_ PHYSICAL PRESENCE OR ___ ONLINE NOTIFICATION BY NICHOLAS G. SANSONE, MANAGER OF JDNJD2,LLC THROUGH JDN HOLDING COMPANY, LLC, ON BEHALF OF PSL PROJECT APRON INDUSTRIAL OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY. HE IS [✓] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 18 DAY OF December 2023.

20139299 July 15, 2024
COMMISSION NO. & EXPIRATION DATE

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Missouri

PRINT NAME: CHRISTOPHER LEE

OWNER

IN WITNESS WHEREOF, THE ABOVE NAMED CORPORATION, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS

NAME
TITLE Jennifer Davis, chairperson

THIS 21st DAY OF December, 2023.
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7

BY: Jennifer Davis

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:
WITNESS:
SIGNATURE
Dewin J Murphy
PRINTED NAME
SIGNATURE
David Graham
PRINTED NAME

ACKNOWLEDGMENT

STATE OF FLORIDA
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 ACKNOWLEDGMENTS, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY MEANS OF _X_ PHYSICAL PRESENCE OR ___ ONLINE NOTIFICATION BY ~~CHARLIE MATTS~~, CHAIRMAN OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, ON BEHALF OF THE DISTRICT. SHE IS [X] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 21 DAY OF December 2023.

HH 361481 06/19/2027
COMMISSION NO. & EXPIRATION DATE

NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME: MARY ANN VERRILLO

MARY ANN VERRILLO MY COMMISSION # HH 361481 EXPIRES: June 19, 2027

OWNER

IN WITNESS WHEREOF, THE ABOVE NAMED CORPORATION, CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA HAS CAUSES THESE PRESENTS TO BE SIGNED BY ITS

SHANNON MARTIN
MAYOR

THIS 21ST DAY OF DECEMBER 2023.
CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

BY: SHANNON M. MARTIN

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:
WITNESS
SIGNATURE
BRANDON DOLAN
PRINTED NAME
SIGNATURE
Christina Flores
PRINTED NAME

ACKNOWLEDGMENT

STATE OF FLORIDA
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 ACKNOWLEDGMENTS, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY MEANS OF _X_ PHYSICAL PRESENCE OR ___ ONLINE NOTIFICATION BY SHANNON MARTIN, MAYOR OF THE CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, ON BEHALF OF THE CORPORATION. SHE IS [X] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 21 DAY OF December 2023.

HH 226801 May 7 2024
COMMISSION NO. & EXPIRATION DATE

NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME: Christina Flores

CHRISTINA FLORES MY COMMISSION # HH 226801 EXPIRES: May 7, 2024

OWNER

IN WITNESS WHEREOF, THE ABOVE NAMED CORPORATION, CHILL BUILD PSL, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS

GARY EDWARDS
MANAGER

THIS 19TH DAY OF DECEMBER 2023.
CHILL BUILD PSL, LLC

BY: GARY EDWARDS

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:
WITNESS:
SIGNATURE
KIM HILBURN
PRINTED NAME
SIGNATURE
R.J. Burton
PRINTED NAME

ACKNOWLEDGMENT

STATE OF ~~FLORIDA~~ SH
COUNTY OF ~~ST. LUCIE~~ Hancock

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE AFORESAID AND IN THE COUNTY AFORESAID TO TAKE ACKNOWLEDGMENTS, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY MEANS OF _X_ PHYSICAL PRESENCE OR ___ ONLINE NOTIFICATION BY GARY EDWARDS, MANAGER OF CHILL BUILD PSL, LLC, ON BEHALF OF THE CORPORATION. HE IS [X] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 19th DAY OF December 2023.

6/8/24
COMMISSION NO. & EXPIRATION DATE

NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME: Ruth Hess

Ruth Hess Notary Public Commission # HH 226801 Hancock County

PREPARED IN THE OFFICE OF:

CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH STREET
FORT PIERCE, FLORIDA 34981
CERTIFICATION NO. LB 4286

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6199

PSLUSD PROJECT NO. 5360-7
CITY OF PORT ST. LUCIE
PROJECT NO. P23-167

P:\Proj-2023\23-075 Project Everest\Survey\23-075 Southern Grove Plat No. 45.dwg - Plotted: 12/15/2023 5:08 PM - By: JONATHAN JONES

PLAT BOOK 121
PAGE 4

SOUTHERN GROVE PLAT NO. 45

BEING A REPLAT OF ALL OF SOUTHERN GROVE PLAT NO. 43, AS RECORDED IN PLAT BOOK 109 PAGE 22, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTIONS 26 AND 27, TOWNSHIP 37 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.

ACCEPTANCE OF DEDICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES (DISTRICT NO. 7), ACTING FOR ITSELF AND ON BEHALF OF EACH OF THE OTHER "DISTRICTS" AS DEFINED IN THE SECOND AMENDED AND RESTATED DISTRICT INTERLOCAL AGREEMENT DATED AS OF JULY 9, 2013, AND RECORDED AT OFFICIAL RECORDS BOOK 3539, PAGES 672–713, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, HEREBY ACCEPTS THE DEDICATIONS OF THE DRAINAGE EASEMENT AND WATER MANAGEMENT TRACTS, SET FORTH UPON THE WITHIN PLAT AND SPECIFICALLY DEDICATED TO DISTRICT NO. 7, PROVIDED, HOWEVER, THAT ACCEPTANCE OF SUCH DEDICATION AND OF THE OBLIGATION TO OPERATE AND MAINTAIN SUCH FACILITIES IS EXPRESSLY CONDITIONED UPON (I) COMPLETION OF CONSTRUCTION OF ALL WATER MANAGEMENT SYSTEM IMPROVEMENTS FOR THE PHASE OF SUCH SYSTEM IN WHICH THE DEDICATED EASEMENT AND TRACT ARE LOCATED IN STRICT COMPLIANCE WITH BOTH THE APPROVED PLANS FOR, AND THE REQUIREMENTS FOR ALL REGULATORY AUTHORITIES EXERCISING JURISDICTION OVER, SUCH IMPROVEMENTS, AND (II) COMPLIANCE WITH ALL SURFACE WATER MANAGEMENT SYSTEM TURNOVER REQUIREMENTS RELATING TO SUCH FACILITIES, AS SET FORTH IN THE POLICIES AND PROCEDURES MANUAL FOR DISTRICT NO. 7. DISTRICT NO. 7 DOES NOT ACCEPT ANY OTHER RIGHT–OF–WAY, EASEMENT, TRACT, OR OTHER INTEREST IN REAL ESTATE OTHERWISE DEDICATED TO THE PUBLIC.

THE RECORDING IN THE OFFICE OF THE COUNTY CLERK OF ST. LUCIE COUNTY, FLORIDA, OF THE WITHIN PLAT SHALL TERMINATE, WITH RESPECT TO THE LANDS EMBRACED THEREBY, ALL OBLIGATIONS OF DEDICATION SET FORTH IN THAT CERTAIN AGREEMENT TO DEDICATE AND COMPLETE––PUBLIC INFRASTRUCTURE, DATED AS OF DECEMBER 17, 2014, AND RECORDED IN OFFICIAL RECORD BOOK 3700, PAGES 1922–1929, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

DATED THIS 21st DAY OF December, 2023.

CHAIRMAN Jennifer Davis

SECRETARY B. Frank Sokuma, Jr.

ACKNOWLEDGMENT

STATE OF FLORIDA
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 ACKNOWLEDGMENTS, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY MEANS OF X PHYSICAL PRESENCE OR ___ ONLINE NOTIFICATION BY Jennifer Davis, CHAIRMAN OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, ON BEHALF OF THE DISTRICT. SHE IS [X] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 21 DAY OF DECEMBER, 2023.

HH361481 06/09/2027
COMMISSION NO. & EXPIRATION DATE

NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME: MARY ANN VERILLO

ACCEPTANCE OF DEDICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1, A COMMUNITY DEVELOPMENT DISTRICT CREATED PURSUANT TO CHAPTER 190, FLORIDA STATUTES ("DISTRICT NO. 1"), HEREBY ACCEPTS THE DEDICATION OF AN IRRIGATION EASEMENT AS SET FORTH ON THE WITHIN PLAT AND SPECIFICALLY DEDICATED TO DISTRICT NO. 1, DISTRICT NO. 1 DOES NOT ACCEPT ANY OTHER RIGHT–OF–WAY, EASEMENT, TRACT, OR OTHER INTEREST IN REAL ESTATE OTHERWISE DEDICATED TO THE PUBLIC.

HEREBY CONSENTS TO THE PLATTING OF THE LANDS HEREIN, DATED THIS ___ DAY OF _____, 2023.

ATTEST: THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1

Secretary

PRINT NAME B. Frank Sokuma, Jr.

FRANK COVELLI
CHAIRMAN
BOARD OF SUPERVISORS

ACKNOWLEDGMENT

STATE OF FLORIDA
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 ACKNOWLEDGMENTS, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY MEANS OF ✓ PHYSICAL PRESENCE OR ___ ONLINE NOTIFICATION BY FRANK COVELLI, CHAIRMAN OF TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1, ON BEHALF OF THE DISTRICT. HE IS [✓] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 20th DAY OF DECEMBER, 2023.

HH 071432, EXP. 12/13/2024
COMMISSION NO. & EXPIRATION DATE

NOTARY PUBLIC, STATE OF FLORIDA

MARTHA H. SILCOX
Notary Public - State of Florida
Commission # HH 071432
My Comm. Expires Dec 13, 2024
Bonded through National Notary Assn.

PRINT NAME: MARTHA SILCOX

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, NICHOLAS MILANO, MEMBER OF THE FLORIDA BAR, HEREBY CERTIFY THAT AS OF DECEMBER 20 2023,

AT 4 (A.M.)

1) APPARENT RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT OF SOUTHERN GROVE PLAT NO. 45 IS VESTED IN THE NAME OF PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION OF THE STATE OF FLORIDA; PSL PROJECT APRON INDUSTRIAL OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY; SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, AND CHILL BUILD PSL, LLC, WHICH ARE THE ENTITIES EXECUTING THE DEDICATION HEREOF.

2) ALL RECORDED MORTGAGES, NOT SATISFIED OR RELEASED OF RECORD, ENCUMBERING THE LAND DESCRIBED HEREON ARE LISTED AS FOLLOWS: NONE

3) PURSUANT TO FLORIDA STATUTE 197.192, ALL TAXES HAVE BEEN PAID THROUGH THE YEAR 2023.

4) ALL ASSESSMENTS THAT HAVE COME DUE HAVE BEEN PAID.

5) NO CONFLICTING RIGHTS–OF–WAY, EASEMENTS OR PLATS EXIST.

DATED THIS 20th DAY OF DECEMBER, 2023.

BY: NICHOLAS MILANO
HOLLAND AND KNIGHT, LLP
515 EAST LAS OLAS BLVD., STE. 1200
FT. LAUDERDALE, FL., 33301

APPROVAL OF CITY COUNCIL

STATE OF FLORIDA
CITY OF PORT ST. LUCIE

IT IS HEREBY CERTIFIED THAT THIS PLAT OF SOUTHERN GROVE PLAT NO. 45 HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AND ALL DEDICATIONS TO THE CITY HEREIN ARE ACCEPTED.
THIS 21 DAY OF December, 2023.

ATTEST:

SALLY WALSH, CMC
CITY CLERK

CITY OF PORT ST. LUCIE

Shannon M. Martin

SHANNON M. MARTIN, MAYOR

CLERK OF THE COURT
CITY OF PORT ST. LUCIE
CORPORATE SEAL
1961
FLORIDA

CLERK'S RECORDING CERTIFICATE

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, MICHELLE MILLER, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT SOUTHERN GROVE PLAT NO. 45 HAS BEEN EXAMINED, AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 121 PAGE(S) 3-6 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS 26th DAY OF December, 2023.

Luana Trejo by Deputy clerk

MICHELLE MILLER
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

NOTARY

SURVEYOR'S NOTES:

1) BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF LOT 1 OF SOUTHERN GROVE PLAT NO. 45, HAVING A BEARING OF NORTH 89°33'50" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

2) ALL LINES INTERSECTING CIRCULAR CURVES ARE RADIAL UNLESS NOTED. (N.R.) DENOTES NON–RADIAL.

3) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

4) NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

5) NOTE: THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1 FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF PORT ST. LUCIE, FLORIDA.

6) EXISTING EASEMENTS SHOWN HEREON SHALL REMAIN IN FULL FORCE AND EFFECT.

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THIS IS TO CERTIFY THAT THE PLAT AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET AND THAT PERMANENT CONTROL POINTS (P.C.P.'S) AND LOT CORNERS WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY COUNCIL OF PORT ST. LUCIE FOR THE REQUIRED IMPROVEMENTS, AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND IN ACCORDANCE WITH THE SURVEYING STANDARDS CONTAINED WITHIN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA. THIS 20th DAY OF December, 2023.

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6199

SURVEYOR

PSLUSD PROJECT NO. 5360–7
CITY OF PORT ST. LUCIE
PROJECT NO. P23–167

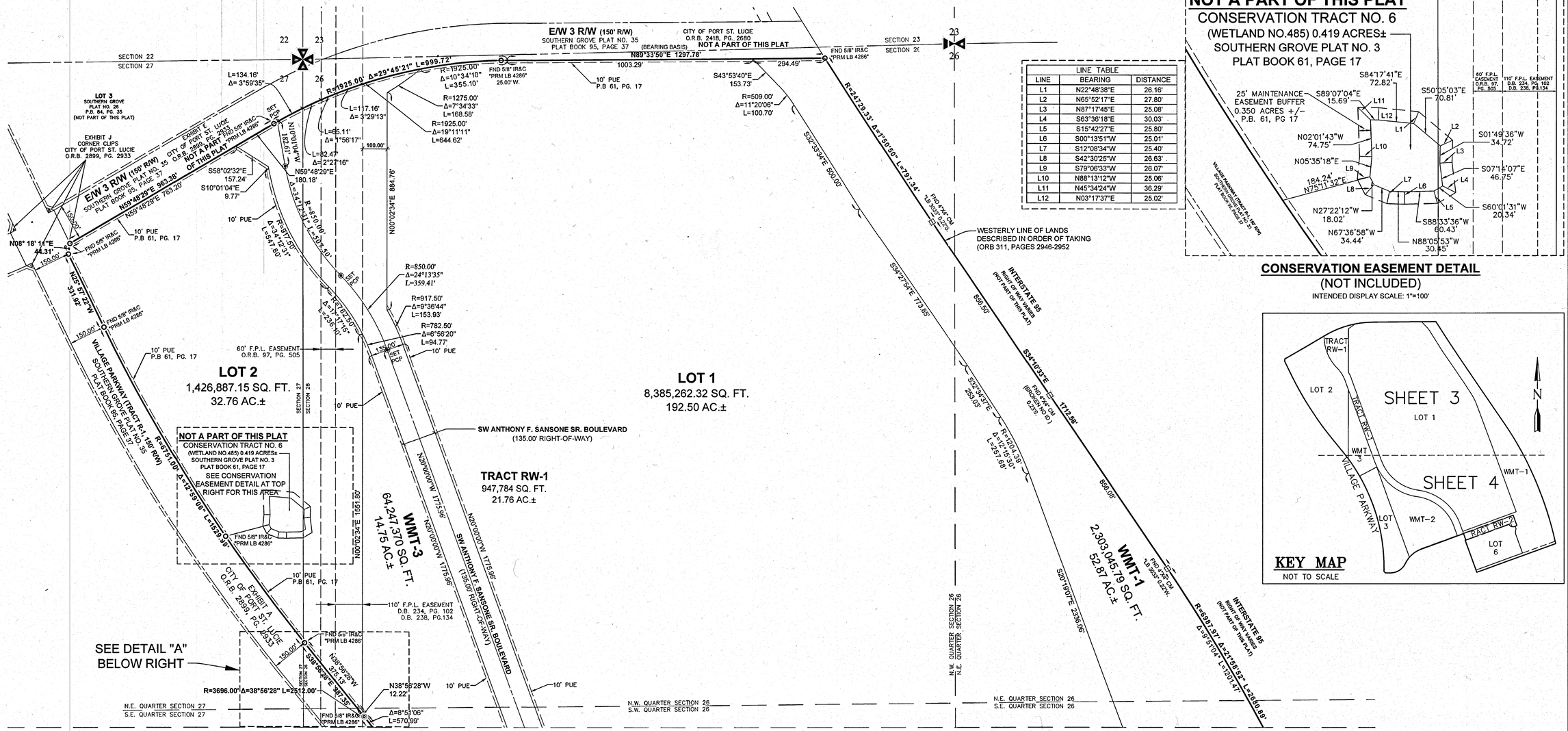
PREPARED IN THE OFFICE OF:
CULPEPPER & TERPENING, INC.
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
CERTIFICATION NO. LB 4286
THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 6199

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PLAT BOOK 121
PAGE 5

SOUTHERN GROVE PLAT NO. 45

BEING A REPLAT OF ALL OF SOUTHERN GROVE PLAT NO. 43, AS RECORDED IN PLAT BOOK 109 PAGE 22, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTIONS 26 AND 27, TOWNSHIP 37 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N22°48'38"E	26.16'
L2	N65°52'17"E	27.80'
L3	N87°17'45"E	25.08'
L4	S63°36'18"E	30.03'
L5	S15°42'27"E	25.80'
L6	S00°13'51"W	25.01'
L7	S12°08'34"W	25.40'
L8	S42°30'25"W	26.63'
L9	S79°06'33"W	26.07'
L10	N88°13'12"W	25.06'
L11	N45°34'24"W	36.29'
L12	N03°17'37"E	25.02'

NOT A PART OF THIS PLAT
CONSERVATION TRACT NO. 6
(WETLAND NO.485) 0.419 ACRES±
SOUTHERN GROVE PLAT NO. 3
PLAT BOOK 61, PAGE 17

CONSERVATION EASEMENT DETAIL
(NOT INCLUDED)
INTENDED DISPLAY SCALE: 1"=100'

KEY MAP
NOT TO SCALE

LEGEND

℄	=	CENTERLINE	Δ	=	CENTRAL ANGLE
(P)	=	PLAT DATA	R	=	RADIUS
(C)	=	CALCULATED FROM FIELD MEASUREMENTS	L	=	ARC LENGTH
PUE	=	PUBLIC UTILITY EASEMENT	ORB	=	OFFICIAL RECORDS BOOK
TYP	=	TYPICAL	±	=	PLUS OR MINUS
FND	=	FOUND	No.	=	NUMBER
LB	=	LICENSED BUSINESS	PK&D	=	P.K. NAIL AND DISK
AE	=	ACCESS EASEMENT	No ID	=	NO IDENTIFICATION NUMBER
UE	=	UTILITY EASEMENT	PRM	=	PERMANENT REFERENCE MONUMENT
PLS	=	PROFESSIONAL LAND SURVEYOR	◉	=	PARKER KALON NAIL & DISK PCP LB 4286
IP	=	IRON PIPE	PCP	=	PERMANENT CONTROL POINT
IR	=	IRON ROD	PG.	=	PAGE
CM	=	CONCRETE MONUMENT	LSE	=	LIFT STATION EASEMENT
IR&C	=	5/8" IRON ROD & CAP	P.B.	=	PLAT BOOK
PUE	=	CITY UTILITY EASEMENT	○	=	SYMBOL FOR SET PRM 5/8" IRON ROD (UNLESS NOTED OTHERWISE)
DE	=	DRAINAGE EASEMENT			
PSLUSD	=	PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT			

GRAPHIC SCALE
200 0 200 400
(IN FEET)
Intended display scale:
1 inch = 200 feet

NOTE:
LOT 1, LOT 2, LOT 3 AND LOT 6 ARE RESERVED UNTO THE OWNERS AND HEREBY RESERVED FOR FUTURE DEVELOPMENT OWNERS.

PREPARED IN THE OFFICE OF:

CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH STREET
FORT PIERCE, FLORIDA 34981
CERTIFICATION NO. LB 4286

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6199

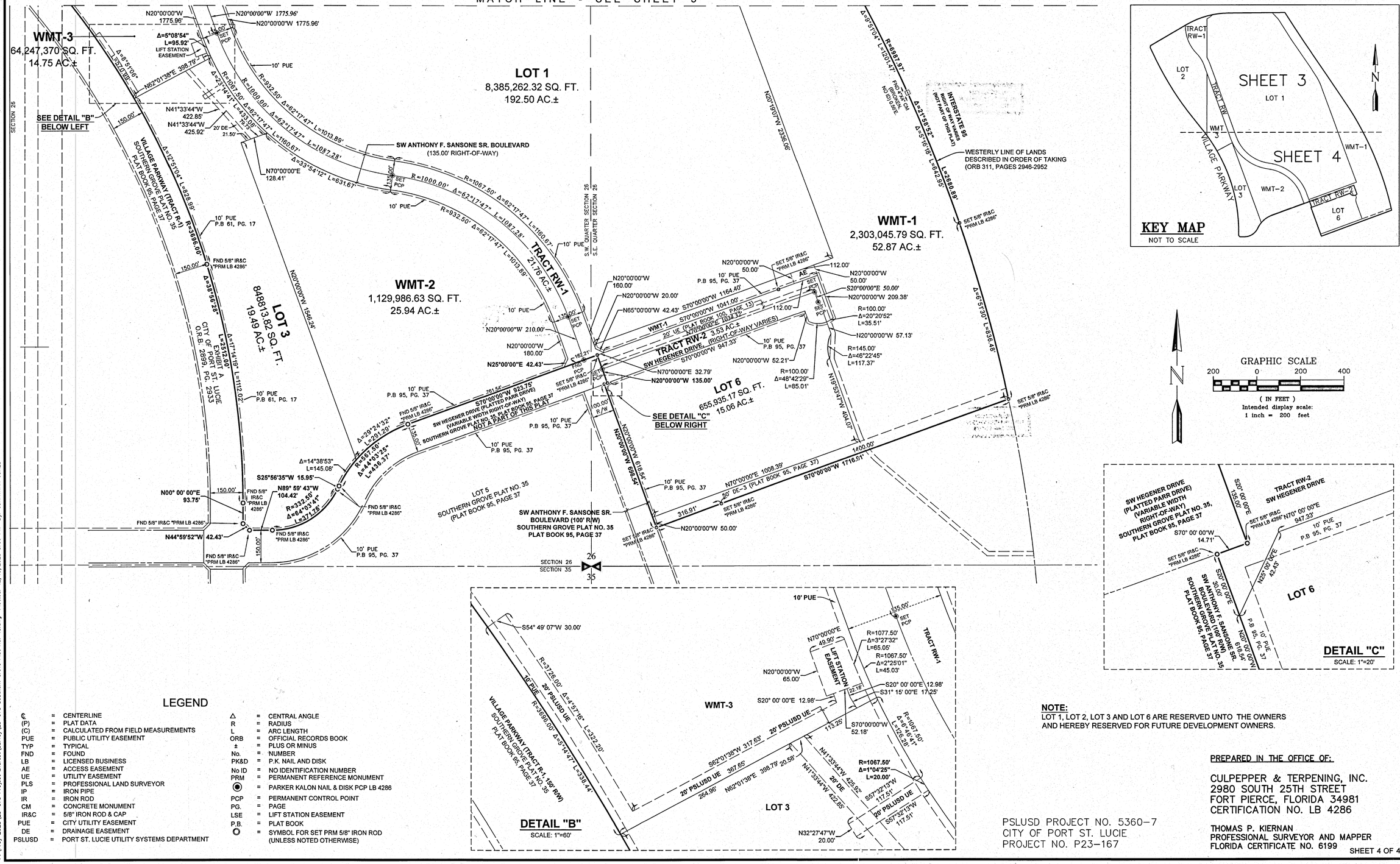
PSLUSD PROJECT NO. 5360-7
CITY OF PORT ST. LUCIE
PROJECT NO. P23-167

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PLAT BOOK 121
PAGE 6

SOUTHERN GROVE PLAT NO. 45

BEING A REPLAT OF ALL OF SOUTHERN GROVE PLAT NO. 43, AS RECORDED IN PLAT BOOK 109 PAGE 22, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTIONS 26 AND 27, TOWNSHIP 37 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.



LEGEND

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DE	=	DRAINAGE EASEMENT			
PSLUSD	=	PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT			

NOTE:
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PREPARED IN THE OFFICE OF:

CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH STREET
FORT PIERCE, FLORIDA 34981
CERTIFICATION NO. LB 4286

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6199

PSLUSD PROJECT NO. 5360-7
CITY OF PORT ST. LUCIE
PROJECT NO. P23-167

SHEET 4 OF 4

P:\Proj-2023\23-075 Project Everest\Survey\23-075 Southern Grove Plat No. 45.dwg Plotted: 12/15/2023 5:09 PM By: JONATHAN JONES

February 19, 2026

Mr. Clyde Cuffy, P.E.
Regulatory Division Director
City of Port St. Lucie Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

RE: Anthony F. Sansone Sr. Blvd. Phase 3 Extension
City of Port St. Lucie Project No. P23-167
Final Certification and Request for Roadway Turnover

Dear Mr. Cuffy:

On behalf of the developer, Sansone Group LLC, please accept this request for turnover of the subject roadway project to the city. I certify that the contractor has completed the construction of the project in substantial conformance with the approved construction plans and specifications. The only current outstanding item is the required street lighting of which the developer has entered a separate agreement for that scope of work.

The final inspection passed on July 31, 2025. The following items are being submitted as part of this certification package:

1. SFWMD Certification;
2. Right of Way Deeded and Dedicated;
3. Set of Density Test Reports (soils and asphalt);
4. Electronic files of the signed and sealed As-built in pdf. and AutoCAD (Roadway & Irrigation);
5. Pavement marking reflectivity certification;
6. Rolling Straight Edge Reports;
7. Storm Pipe Report;
8. Landscape & Irrigation Certification letter;
9. Contractor and Owners Warranty;
10. Contractor's Affidavit & Release of liens;
11. Owners Affidavit;
12. Bill of Sale;
13. Maintenance Bond;

We trust that this submittal will fullfill the City's requirements and allow the roadway turnover process to be completed. As always, should you have any questions, please do not hesitate to contact me at (772) 370-7865 or via email at Shaines@jmt.com.

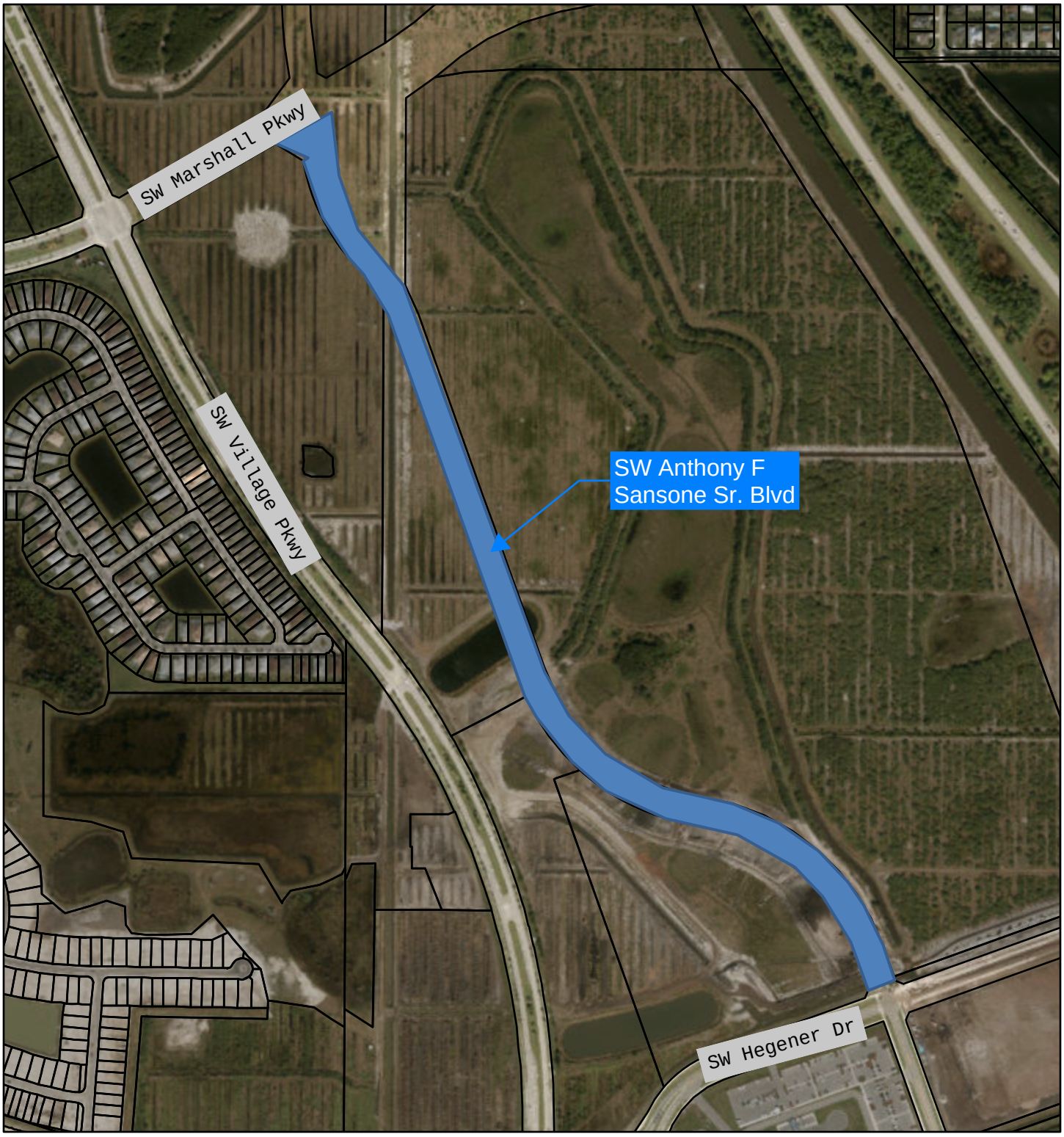
Sincerely,

Johnson, Mirmiran & Thompson, Inc.



Steven E. Haines, P.E.
Vice President
Florida CEI Director
Florida Registration No. 71522

Roadway Turnover - Anthony F Sansone Sr. Blvd Phase 3 (P23-167)



2/25/2026, 4:16:05 PM

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0 0.1 0.2 0.4 km

State of Florida, Vantor

State of Florida, Vantor

Agenda Summary

2026-271

Agenda Date: 3/23/2026 **Agenda Item No.:** 11.c

Placement: Resolutions

Action Requested: Motion / Vote

Resolution 26-R23, Regarding Reimbursement of Certain Costs Relating to Capital Improvements for the Torino Regional Park Project.

Submitted By: Stephen Okiye, Finance Director, Finance Department.

Strategic Plan Link: The City's Goal of a high-performing city government organization.

Executive Summary (General Business): This reimbursement resolution allows the General Fund to recover project costs that are incurred for the Torino Regional Park prior to issuance of bond.

Presentation Information: Staff will be available for questions.

Staff Recommendation: Move that the Council approve the Resolution regarding reimbursement of certain costs relating to Capital Improvements for the Torino Regional Park Project.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve Resolution regarding reimbursement of certain costs relating to Capital Improvements for the Torino Regional Park Project.
2. Move that the Council provide staff with direction.

Background: In 2025, the regional park project underwent a comprehensive design evaluation, including updated cost modeling by the Construction Manager at Risk (CMAR). This work incorporated more detailed information on site conditions, infrastructure needs, and constructability. The evaluation also reflected current market pricing, which differed significantly from the assumptions used in the original 2024 engineer's estimate of $21.36 million. Throughout the design process, City departments coordinated to ensure the park's layout, utilities, and operational systems were fully integrated.

Issues/Analysis: The project's funding approach incorporates a reimbursement resolution, which allows the City to use available capital funds or interim financing to keep the project on schedule while preserving eligibility for future bond reimbursement. This mechanism ensures the City can recover qualifying construction expenditures once long-term financing is secured. Incorporating the reimbursement resolution at this stage provides financial flexibility and aligns the project timeline with the City's broader capital financing strategy.

Financial Information: The total projected delivery cost for Torino Regional Park is $34.47 million, funded through existing capital project allocations and, as needed, interim financing. The resolution designates these

expenditures as eligible for reimbursement from future bond proceeds, preserving the City's ability to recover qualifying costs once bonds are issued and ensuring flexibility in long-term financing.

Special Consideration: N/A

Location of Project: N/A

Business Impact Statement: N/A

Attachments:

1. Resolution Draft
2. PowerPoint

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: Legal Intake #26061-11

Legal Sufficiency Review:
Reviewed/Prepared by Special Bond Counsel. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

RESOLUTION NO. 26 - ___

A RESOLUTION OF THE CITY OF PORT ST. LUCIE REGARDING REIMBURSEMENT OF CERTAIN COSTS RELATING TO CAPITAL IMPROVEMENTS FOR THE TORINO REGIONAL PARK PROJECT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida (the "City") has incurred and/or will incur various costs in relation to capital improvements for the Torino Regional Park Project (the "Project") within the City; and

WHEREAS, the City has determined it is in its best interest to reimburse such costs from proceeds of tax-exempt debt; and

WHEREAS, the United States Department of Treasury has issued various regulations in regard to reimbursement of governmental costs through the issuance of tax-exempt debt;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA:

Section 1. Reimbursement of Project Costs and Expenditures. It is the intent of the City to reimburse various costs and expenditures relating to the Project. The City has paid for, and/or reasonably anticipates that it will pay for, such costs and expenditures from moneys on deposit in its general fund. It is reasonably expected that reimbursement of such costs and expenditures shall come from the issuance of tax-exempt debt which currently is not expected to exceed $15,000,000 in aggregate principal amount. It is currently the intention of the City to principally secure such tax-exempt debt from a covenant of the City to budget and appropriate sufficient legally available non-ad valorem revenues of the City or by a pledge of and lien upon one or more legally available non-ad valorem revenues of the City. The expenditures to be reimbursed shall be consistent with the City's budgetary and financial policy as being the type of expenditures which shall be paid on a long-term basis.

Section 2. Compliance. The City shall comply with all applicable law in regard to the public availability of records of official acts by public entities such as the City, including making this Resolution available for public inspection.

Section 3. Legislative Intent. It is the intent of the City that the purpose of this Resolution is to meet the requirements of United States Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

Section 4. Conflict. If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 5. Severability. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, on _____, 2026.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Saly Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

City of PORT ST. LUCIE
HEART OF THE TREASURE COAST

Funding for Torino Regional Park

Overview

Parks and Recreation/Finance Department
City Council | March 2026


Phoenix Fortress
1376

Funding for Torino Regional Park

Authorizes the Issuance of Not to Exceed $15,000,000 in Aggregate Principal Amount of Torino Regional Bonds

This document contains proprietary information and is intended for City use only. Share it with external contacts as needed.

Background

Brief History: In 2025, the Torino Regional Park Phase I design underwent a comprehensive review, including updated cost estimates from the Construction Manager at Risk (CMAR). The CMAR provides input on cost, scheduling, and constructability, and will deliver the project under a Guaranteed Maximum Price (GMP). Under this approach, **the CMAR, not the City, is responsible for any construction costs exceeding the GMP** unless the project scope changes. The original 2024 engineer's estimate of $21.2 million increased due to refined assessments of site conditions, constructability, and market pricing. After value engineering and scope adjustments, the estimate was reduced from $40.0 million to approximately $34.0 million at 50 percent design. The current GMP is about $33.2 million, with a total project delivery cost of $34.5 million, including contingencies, permitting, and utilities. This increase reflects inflation, market conditions, and comparable project costs. With a total project cost of $34.5 million, the remaining funding gap is approximately $12.0 million.

Location of the Project: Torino Regional Park is located at 5601 North Torino Parkway.

How the Bond is Paid: The bond will be repaid utilizing Park Impact Fees.

This document contains proprietary information and is intended for City use only. Share it with external contacts as needed.

Background Continued

No Impact on General Taxes: This bond *does not* use property taxes of the City of Port St. Lucie for repayment.

Use of Funds: The bond proceeds will be used for the Torino Regional Park project.

This document contains proprietary information and is intended for City use only. Share it with external contacts as needed.

Torino Regional Park Debt Overview

- **Amount:** Not to exceed to $15.0 million
- **Term:** 30 years
- **Interest Rate:** Determined at issuance (historically 2.3% - 5.03%)
- **Annual Payments:** Annual payment is estimated to be $800,000 including principal and interest
- **Purpose:** Torino Regional Park
- **Repayment Source:** Park Impact Fees, paid by developer dollars, not general fund taxpayer dollars.

This document contains proprietary information and is intended for City use only. Share it with external contacts as needed.

Why Now?

- The Torino Regional Park Phase I design has progressed with updated construction estimates and a Guaranteed Maximum Price.
- The project includes $5.5 million in ARPA funding, which must be expended by the end of 2026.
- Issuing the bond now allows the City to move forward with construction and deliver the City's second regional park to the community.
- Bond proceeds will help close the remaining project funding gap, allowing the project to proceed without delay.

This document contains proprietary information and is intended for City use only. Share it with external contacts as needed.


Bugsville
1382

Torino Regional Park Overview

- The table below summarizes current project funding and encumbrances prior to the proposed bond.

Funding Source	Amount
ARPA Funds	$5,541,600
Reserve Bond Proceeds	$9,730,000
Park Impact Fees	$2,093,400
St. Lucie County Interlocal Agreement	$5,000,000
Budget Amendment (Roundabout Design & Construction)	$2,300,000
Total Project Funding	**$24,665,000**
Less: Design & Preconstruction Encumbrances	($2,223,720)
Current Available Project Funds	**$22,441,280**

This document contains proprietary information and is intended for City use only. Share it with external contacts as needed.

Torino Regional Park Overview

- The table below summarizes the estimated total project delivery cost and the remaining funding needed to complete the Torino Regional Park Phase I project.

Project Cost Summary	Amount
Construction GMP	$33,246,093
Owner Contingency (2%)	$664,922
Estimated Permits & Utilities	$562,259
Total Project Delivery Cost	**$34,473,274**
Remaining Funding Gap	**~$12 Million**

This document contains proprietary information and is intended for City use only. Share it with external contacts as needed.

Torino Regional Park Overview

- More specifically, the improvements provided for under this bond will include the following:

  - **Dragon's Lair Skate Park**
    A nationally designed skate park facility intended to support advanced skate features and potential USA BMX Freestyle competitions.

  - **Pickleball and Basketball Courts**
    Construction of multiple pickleball courts and a covered basketball court to support recreational and community programming.

  - **Destination Playground and Splash Pad**
    A large destination playground and interactive splash pad designed to serve families and children of all ages.

  - **Trails and Outdoor Fitness Areas**
    Walking trails and shaded outdoor fitness areas to promote health, recreation, and connectivity throughout the park.

  - **Park Amenities and Support Facilities**
    Construction of restroom facilities, pavilions, gathering areas, parking areas, internal roadways, utilities, drainage, lighting, landscaping, and a maintenance building to support park operations.

This document contains proprietary information and is intended for City use only. Share it with external contacts as needed.



Overall Masterplan

Staff Recommendation

Staff recommends the City Council approve funding for the Torino Regional Park.

This document contains proprietary information and is intended for City use only. Share it with external contacts as needed.


Honey Hideaway

City of PORT ST. LUCIE
HEART OF THE TREASURE COAST

Torino Regional Park

Questions?

Parks and Recreation/Finance Department
City Council | March 2026

Agenda Summary

2026-300

Agenda Date: 3/23/2026 **Agenda Item No.:** 11.d

Placement: Resolutions

Action Requested: Motion / Vote

Resolution 26-R24, Authorizing the Final Acceptance of Public Roadway Improvements for Crosstown Parkway Extension, Segment 2A (P22-020), Constructed by DK Central Park, LLC.

Submitted By: Clyde Cuffy, P.E., Public Works

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Executive Summary (General Business): DK Central Park, LLC has completed the construction of the four (4) lanes of Crosstown Parkway Extension, Segment 2A (P22-020) as approved by City Council. The developer has requested the City accept ownership and maintenance of the roadway improvements in accordance with City Code of Ordinance Section 156.150.

Presentation Information: Staff will be available to answer questions.

Staff Recommendation: Move that the Council accept the roadway improvements in accordance with Section 156.150 of the City Code of Ordinances.

Alternate Recommendations:

1. Move that the Council amend the recommendation and accept the roadway improvements.
2. Move that the Council not accept the roadway improvements and provide staff direction.

Background: DK Central Park, LLC (Developer) has completed the construction of Crosstown Parkway Extension, Segment 2A. The roadway plans were approved by City Council on March 27, 2023, by Resolution 23-R34. The approved roadway plans detail the construction of the initial four (4) lanes together with landscaping, sidewalk, and drainage improvements that will support the ultimate roadway design. Crosstown Parkway Extension, Segment 2A extends the roadway 10,569 linear feet from just east of Village Parkway, west to Sundance Vista Boulevard. The total construction cost incurred by the developer for the project was $15,304,388.17. The Developer has provided the project cost estimate, maintenance bond, warranty, Bill of Sale and Owner's Affidavit for the improvements constructed within the road right-of-way for the respective project. The Public Works and Utility Systems Departments inspected the public infrastructure as it was being constructed within the road right-of-way of Crosstown Parkway Extension, Segment 2A in addition to performing a substantial completion and final acceptance review in accordance with the Florida Statues and City Code. The Engineer of Record has certified the improvements of Crosstown Parkway Extension, Segment 2A to be turned over to the City have been constructed in accordance with the approved plans and per the City's specifications. The Landscape Architect has certified that the landscape improvements of Crosstown Parkway Extension, Segment 2A have been constructed in accordance with the approved plans and per the

City's specifications. Representatives of the Public Works Department generated a punch list on September 29, 2025, for the Crosstown Parkway Extension, Segment 2A project (P22-020). A final inspection was performed on February 18, 2026, to confirm all punch list items were satisfied.

Following the recent wave of cold fronts and freeze warnings, some landscaping has been impacted. The developer proposes to monitor the landscaping for two (2) months to replace any that do not recover from the freeze damage and follow up with a one (1) year warranty on all landscaping. This condition has been added to the Resolution. Upon review of the information provided by the developer, roadway engineer of record and landscape architect, the Public Works Department recommends the roadway is accepted for ownership and maintenance by the City, the developer replaces any landscaping that does not recover from the freeze following the initial two (2) month monitoring period, and the maintenance period is observed for at least one (1) year following acceptance of the roadway.

The City Attorney's Office has reviewed the Bill of Sale and Owner's Affidavit for these public improvements in accordance with City Code

Issues/Analysis: City Council's execution of this Resolution will formally accept ownership and maintenance responsibility of the completed roadway improvements. The ownership and maintenance responsibility of the completed landscape improvements will be the City's unless and until the developer enters into a Landscaping Maintenance Agreement that states otherwise with the City.

Financial Information: Roadway pavement typically has a service life of 15 to 20 years; therefore, maintenance costs are anticipated to be minimal for the initial service life. The maintenance costs associated with turf and landscaping of the 10,569 LF of roadway is estimated to be $98,000 annually.

Special Consideration: In accordance with City Code 156.148 (E), the City Council shall either approve, partially approve, or reject the improvements based on the recommendation from the City Engineer. The City must notify the developer in writing, by certified mail, not later than forty-five (45) days after receipt of the notice from the developer if the City intends to accept or not accept responsibility of the improvements. Failure of the governing body to send or provide such notification to the developer within forty-five (45) days shall be deemed to constitute approval of the improvements, and the obligor and surety, if any, shall be released from all liability pursuant to such performance guarantee for such improvements. Based on the receipt date of February 10, 2026, a notice needs to be sent to the developer by no later than March 27, 2026.

Location of Project: Crosstown Parkway Extension, Segment 2A from Village Parkway, west to Sundance Vista Boulevard.

Business Impact Statement: N/A

Attachments:

1. Resolution
2. Owner's affidavits for Crosstown Parkway Extension, Segment 2A
3. Bill of Sale Absolute for Crosstown Parkway Extension, Segment 2A
4. Warranty Records for Crosstown Parkway Extension, Segment 2A
5. Cost Estimate for Crosstown Parkway Extension, Segment 2A

6. Maintenance Bond for Crosstown Parkway Extension, Segment 2A
7. Engineer's Certification for Crosstown Parkway Extension, Segment 2A
8. Irrigation Certification for Crosstown Parkway Extension, Segment 2A
9. Landscape Certification for Crosstown Parkway Extension, Segment 2A1
10. Landscape Certification for Crosstown Parkway Extension, Segment 2A2
11. Recorded Plat of Crosstown Parkway Extension, Segment 2A
12. Roadway Turnover Request letter for Crosstown Parkway Extension, Segment 2A
13. Location Map
14. Roadway Turnover and Inspections Memos

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26028-02

Legal Sufficiency Review:
Reviewed by Elizabeth L. Hertz, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

RESOLUTION 26-R__

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE FINAL ACCEPTANCE OF PUBLIC ROADWAY IMPROVEMENTS FOR CROSSTOWN PARKWAY EXTENSION SEGMENT 2A (P22-020), CONSTRUCTED BY DK CENTRAL PARK, LLC PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, DK Central Park, LLC, a Florida limited liability company (hereinafter, "Developer"), an affiliated entity of the Developer for the Verano DRI, has completed the construction of certain public roadway improvements, specifically Crosstown Parkway Extension, Segment 2A, the plat and construction plans (P22-020) for which have been previously approved on March 27, 2023, by the City Council of the City of Port St. Lucie via Resolution 23-R34; and

WHEREAS, the plat of Crosstown Parkway Extension Segment 2A was recorded on April 5, 2023, in Plat Book 115, at Pages 13 - 18, of the Public Records of St. Lucie County, Florida; and

WHEREAS, the public improvements constructed by DK Central Park, LLC for Crosstown Parkway Extension Segment 2A consist of four (4) lanes, with landscaping, from Village Parkway, west to Sundance Vista Boulevard, together with the installation of sidewalk and drainage improvements that will support the ultimate design for the roadway's future buildout (the "Road Improvements"), and

WHEREAS, the Road Improvements have been completed in substantial conformance with the approved plans and the delivery of a Bill of Sale from DK Central Park, LLC to the City of Port St. Lucie ("City") shall serve to transfer the public roadway improvements located within the constructed portion of the Crosstown Parkway Extension, Segment 2A right-of-way; and

WHEREAS, pursuant to and in accordance with Section 156.150 of the City Code of Ordinances, DK Central Park, LLC has formally requested that the City accept the Road Improvements; and

WHEREAS, the City Engineer has caused the Road Improvements to be inspected and recommends that the City accept the Road Improvements so as to place said Road Improvements in the City's ownership for responsibility and maintenance thereof; and

WHEREAS, the purpose of this Resolution is to formally accept ownership and maintenance responsibility of the completed Road Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PORT ST. LUCIE, FLORIDA AS FOLLOWS, THAT:

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Resolution.

Section 2. Authorization. The City Council of the City of Port St. Lucie hereby authorizes the final acceptance of the completed construction of the Crosstown Parkway Extension, Segment 2A public roadway improvements dedicated to the City so as to place said improvements under the ownership and maintenance obligation of the City with the following condition:

> Developer shall monitor the landscaping for two (2) months from acceptance and shall replace any landscaping that does not recover from the freeze damage, as well as, the typical one (1) year warranty on all landscaping.

Section 3. Conflict. If any resolutions or parts of any resolution, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2026.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

OWNER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME, the undersign authority, personally appeared James Harvey (the "Affiant"), as Authorized Signatory of DK Central Park LLC, a Florida limited liability company (the "Company"), who, upon being first duly sworn, deposes and says to his current actual knowledge:

1. My name is James Harvey, I am over the age of twenty-one (21) years, am *sui juris*, and have personal knowledge of the facts asserted herein.

2. The Company has caused certain roadway improvements (the "Roadway Improvements") to be constructed and/or installed upon the real property more particularly depicted on Exhibit "A" attached hereto and made a part hereof (the "Right-of-Way").

3. There are no unrecorded labor, mechanic's or materialmen's liens against the Roadway Improvements, all materials, services or labor furnished and used or provided in connection with the Roadway Improvements made upon the Right-of-Way have been paid for in full to date, and there are no unpaid bills or claims for labor, services or materials furnished in connection with such Roadway Improvements upon the Right-of-Way; no person, firm or corporation has or claims to have any lien against the Roadway Improvements for labor, services or materials furnished in connection with the Roadway Improvements within the past 90 days; there are no claims whatsoever of any kind or description against any of the Roadway Improvements; and the Company has not executed any instruments that adversely affect title or interest in the Roadway Improvements transferred or to be transferred to the City of Port St. Lucie, a Florida municipal corporation (the "City").

4. Affiant understands that this Affidavit will be relied upon by the City in taking title to the Roadway Improvements conveyed pursuant to the Bill of Sale Absolute executed by the Company.

5. Affiant is executing this Affidavit solely in his capacity as Authorized Signatory of the Company and no resort shall be had to any of Affiant's personal assets on account hereof.

FURTHER AFFIANT SAYETH NAUGHT.
DATED this 12th day of Feb. 2026.

DK Central Park LLC,
a Florida limited liability company

By: _____
Affiant Name: James Harvey
Affiant Title: Authorized Signatory

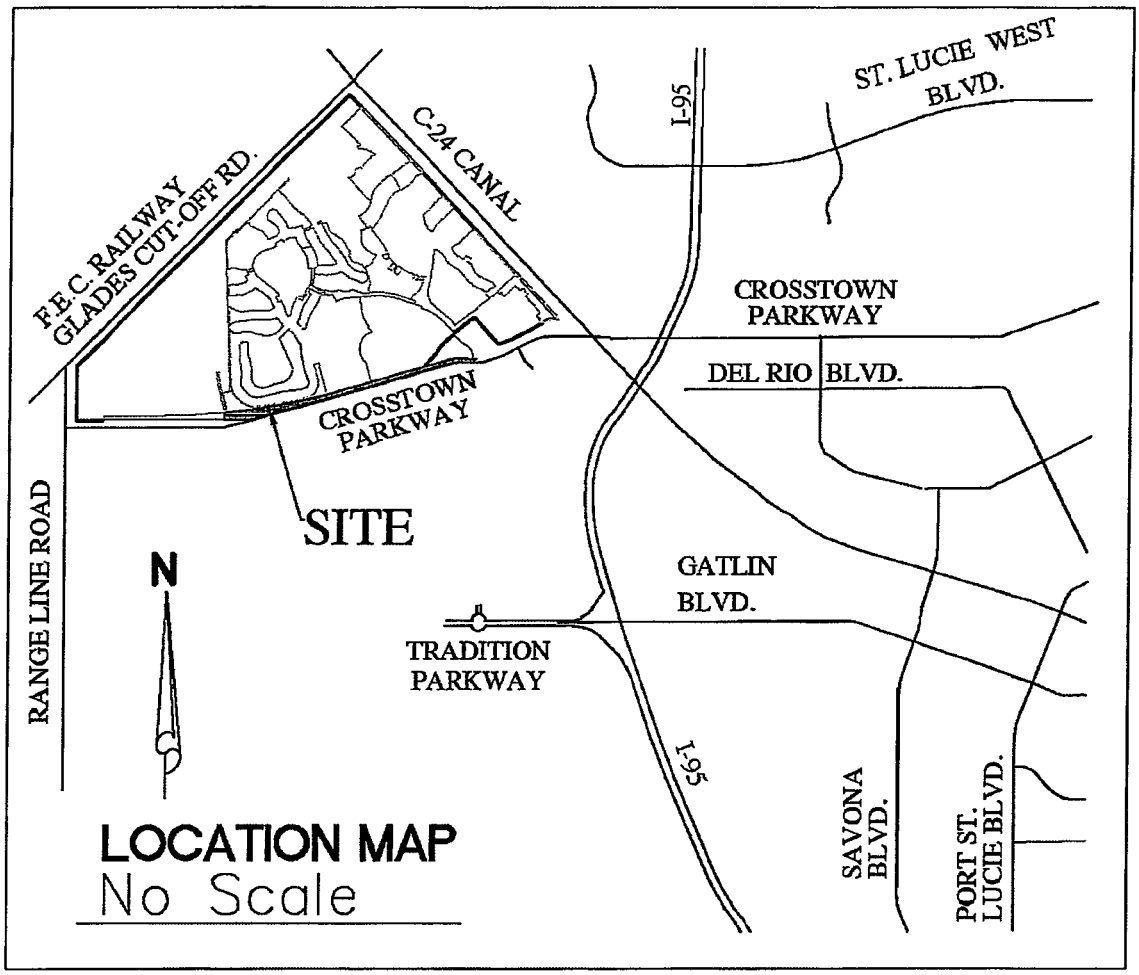
SUBSCRIBED AND SWORN before me by means of [x] physical presence or [ ] online notarization, this 12th day of Feb. 2026, by James Harvey as Authorized Signatory of DK Central Park LLC, a Florida limited liability company, on behalf of said company. He/~~she~~ is personally known to me or who has produced _____ as identification.

BRYON T. LOPRESTE
MY COMMISSION # HH 456133
EXPIRES: January 27, 2028

_____
Notary Public
My Commission Expires: 01/27/28

Bryon T. LoPreste
Notary Printed Name

Exhibit A
Location Map with Legal Description
Project Name: Crosstown Parkway Plat 2-A



BEING A REPLAT OF A PORTION OF OPEN SPACE TRACT 1,TRADITION PLAT NO. 32, PLAT BOOK 62, PAGES 5 THROUGH 9, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING A PORTION OF SECTIONS 4, 5, AND 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NUMBER C-24, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SAID CANAL C-24, CHECKED DATED 11/25/58 AND REVISED ON 2/23/59 AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY "FT. PIERCE CUT-OFF" TRACK AS SHOWN ON RIGHT-OF-WAY MAPS, PAGES V.3D/6 AND V.3D/7, DATED FEBRUARY 1, 1960 WITH "TRACK CORRECT" REVISION DATED 4/28/67; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 5069.68 FEET TO A POINT ON THE EAST LINE OF SECTION 30, TOWNSHIP 37 SOUTH, RANGE 39 EAST; THENCE S.04°13'20"E., ALONG SAID EAST LINE OF SECTION 30, A DISTANCE OF 258.80 FEET TO THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 36 SOUTH, RANGE 39 EAST; THENCE S.89°40'25"W., ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 31, A DISTANCE OF 312.01 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 6120.81 FEET; THENCE S.45°13'59"E.,

A DISTANCE OF 5258.64 FEET TO THE SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH POD G - PLAT NO.5, AS RECORDED IN PLAT BOOK 101, PAGES 34 THROUGH 41, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND THE POINT OF BEGINNING, SAID SOUTHWESTERLY CORNER ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THAT WEST VIRGINIA EXTENSION, AS RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, OF SAID PUBLIC RECORDS AND A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 22918.00 AND A RADIAL BEARING OF N.05°53'07"W., AT SAID INTERSECTION; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT-OF-WAY LINE, ALSO THE SOUTH BOUNDARY LINE OF SAID PLAT OF VERANO SOUTH - POD G - PLAT NO.5, THROUGH A CENTRAL ANGLE OF 09°24'31", A DISTANCE OF 3763.37 FEET TO THE SOUTHEAST CORNER OF SAID PLAT AND A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 22918.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 00°41'57", A DISTANCE OF 279.63 FEET TO A POINT OF TANGENCY; THENCE N.74°00'26"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1444.37 FEET TO THE SOUTHWEST CORNER OF VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, AS RECORDED IN PLAT BOOK 92, PAGES 11 THROUGH 30, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE N.74°00'26"E., ALONG THE SOUTH BOUNDARY LINE OF SAID PLAT OF VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, AND SAID NORTH RIGHT-OF-WAY LINE, ALSO THE NORTH RIGHT-OF-WAY LINE OF ADDITIONAL ACQUISITION PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 3569, PAGE 1177, OF SAID PUBLIC RECORDS, A DISTANCE OF 3000.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 1575.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, AND SOUTH BOUNDARY LINE OF SAID PLAT, ALSO THE NORTH RIGHT-OF-WAY LINE OF SAID ADDITIONAL ACQUISITION PARCEL, THROUGH A CENTRAL ANGLE OF 19°32'55", A DISTANCE OF 537.37 FEET TO A POINT OF TANGENCY; THENCE S.86°26'39"E., ALONG THE SOUTH BOUNDARY LINE OF SAID PLAT AND THE NORTH RIGHT-OF-WAY LINE OF SAID ADDITIONAL ACQUISITION PARCEL, A DISTANCE OF 259.29 FEET; THENCE CONTINUE S.86°26'39"E., ALONG THE SOUTHERLY LINE OF ACCESS INGRESS / EGRESS AND UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 3156, PAGE 1262, OF SAID PUBLIC RECORDS, A DISTANCE OF 50.11 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 1325.00 AND A RADIAL BEARING OF N.03°32'43"E., AT SAID INTERSECTION; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY LINE OF ACCESS INGRESS / EGRESS AND UTILITY EASEMENT, THROUGH A CENTRAL ANGLE OF 08°24'27", A DISTANCE OF 194.43 FEET TO A NON-TANGENT INTERSECTION AND A POINT OF CUSP; THENCE S.76°04'00"W., ALONG THE NORTH LINE TRADITION PLAT NO. 32, AS RECORDED IN PLAT BOOK 62, PAGE 5, OF SAID PUBLIC RECORDS, A DISTANCE OF 87.41 FEET; THENCE S.01°21'48"E., A DISTANCE OF 133.44 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 1475.00 AND A RADIAL BEARING OF N.01°10'52"W., AT SAID INTERSECTION; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND THE NORTH LINE OF OPEN SPACE TRACT #1, AS SHOWN ON SAID PLAT OF TRADITION PLAT NO. 32, THROUGH A CENTRAL ANGLE OF 04°44'13", A DISTANCE OF 121.95 FEET TO A POINT OF TANGENCY; THENCE N.86°26'39"W., ALONG SAID NORTH LINE, A DISTANCE OF 309.33 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 1425.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°19'24", A DISTANCE OF 331.36 FEET TO A NON-TANGENT INTERSECTION AND A POINT ON THE NORTH LINE OF O.L. PEACOCK CANAL PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 1745, PAGE 1955, OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING NINE (9) COURSES BEING BY SAID NORTH LINE OF O.L. PEACOCK CANAL PARCEL AND THE SOUTH RIGHT-OF-WAY LINE OF THAT WEST VIRGINIA EXTENSION, AS RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, OF SAID PUBLIC RECORDS: 1) THENCE S.74°54'36"W., ALSO ALONG THE SOUTH LINE OF THAT RIGHT-OF-WAY ACQUISITION PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 3569, PAGE 1177, OF SAID PUBLIC RECORDS, A DISTANCE OF 881.64 FEET; 2) THENCE S.27°11'26"E., A DISTANCE OF 5.60 FEET; 3) THENCE S.74°00'26"W., ALSO ALONG THE SOUTH RIGHT-OF-WAY LINE OF THAT ADDITIONAL ACQUISITION PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 3569, PAGE 1172, OF SAID PUBLIC RECORDS, A DISTANCE OF 99.38 FEET; 4) THENCE N.38°44'44"E., A DISTANCE OF 1.02 FEET; 5) THENCE S.74°00'26"W., A DISTANCE OF 1625.09 FEET; 6) THENCE S.34°54'59"W., A DISTANCE OF 16.17 FEET; 7) THENCE S.74°35'02"W., A DISTANCE OF 625.46 FEET; 8) THENCE S.74°05'51"W., A DISTANCE OF 4615.46 FEET; 9) THENCE N.89°58'45"W., A DISTANCE OF 1001.78 FEET; THENCE N.00°01'15"E., A DISTANCE OF 258.62 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF THAT WEST VIRGINIA EXTENSION, AS RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 22918.00 FEET AND A RADIAL BEARING OF N.05°33'35' W., AT SAID INTERSECTION; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 00°19'31", A DISTANCE OF 130.15 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,847,291 SQUARE FEET OR 42.408 ACRES, MORE OR LESS.

BILL OF SALE ABSOLUTE

KNOW ALL BY THESE PRESENTS, that DK Central Park LLC, a Florida limited liability company ("Transferor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, transfer and deliver unto the City of Port St. Lucie, a Florida municipal corporation (the "City"), its legal representatives, successors and assigns, all those improvements described in Schedule 1, attached hereto and made a part hereof (the "Transferred Improvements").

TO HAVE AND TO HOLD the same unto the City, its legal representatives, successors and assigns, forever.

AND TRANSFEROR does, for itself, its legal representatives, successors and assigns, covenant to and with the City, its legal representatives, successors and assigns, that Transferor is the lawful owners of the Transferred Improvements; that the Transferred Improvements are free and clear of all liens, encumbrances, and charges whatsoever; that is has a good right and lawful authority to sell the Transferred Improvements unto the City, its legal representatives, successors and assigns, against the lawful claims and demands of all person whomsoever.

[Signatures and acknowledgements appear on the following page]

IN WITNESS WHEREOF, Transferor has caused this Bill of Sale Absolute to be executed this 12 day of FEB. 2026.

WITNESS:

Signature

Darlene J. Miklos

Printed Name

Signature

Bryon T. LoPreste

Printed Name

BY:

DK Central Park LLC,
a Florida limited liability company

By:

Name: James Harvey
Title: Authorized Signatory

STATE OF FLORIDA

COUNTY OF ~~ST. LUCIE~~ HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 12 day of February 2026 by James Harvey as Authorized Signatory of DK Central Park LLC, a Florida limited liability company, on behalf of said company. He is personally known to me or has produced _____ as identification.

BRYON T. LOPRESTE
MY COMMISSION # HH 456133
EXPIRES: January 27, 2028

Notary Public

My Commission Expires: 01/27/28

Bryon T. LoPreste

Notary Printed Name

BILL OF SALE
SCHEDULE 1
TRANSFERRED IMPROVEMENTS

The "Transferred Improvements" consist of the following items:

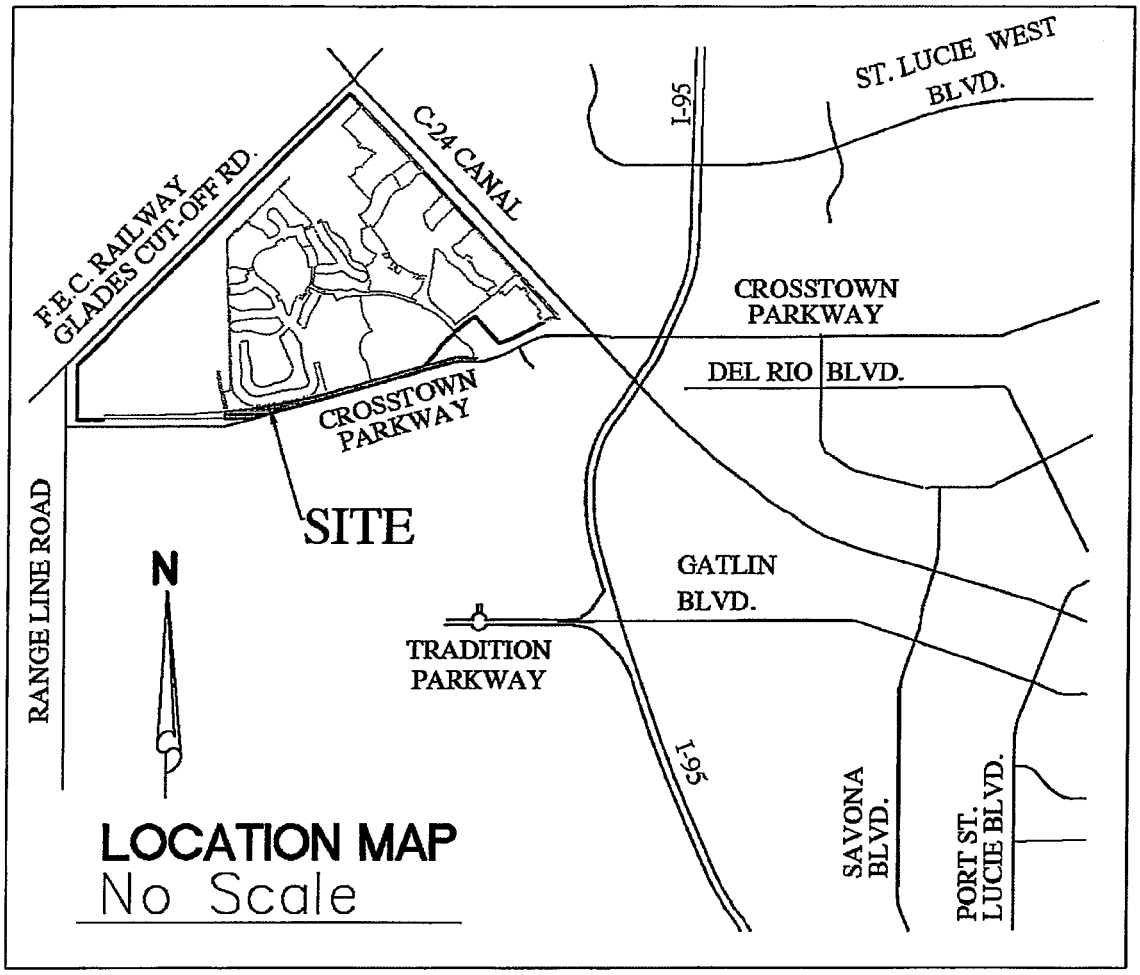
Those certain regulatory and non-regulatory signs; traffic signal, including, without limitation, all structures and improvements designed, installed, and maintained for the purpose of operating the traffic signal; roadways; the roadway drainage system, including, without limitation, all structures and improvements designed, installed, and maintained for the purpose of draining and collecting rainfall discharges from the roadways and conveying such water to the stormwater system, including, without limitations, curbs, inlets, manholes, grillwork, catch basins, culverts, and discharge pipes, located within that right-of-way identified and depicted on Schedule 1(a) attached hereto.

BILL OF SALE
SCHEDULE 1(a)
DEPICTION OF THE RIGHT-OF-WAY

[INSERT LEGAL DESCRIPTION OF PLAT AND ATTACH PLAT]

[See attached Exhibit A (2) pages]

Exhibit A
Location Map with Legal Description
Project Name: Crosstown Parkway Plat 2-A



BEING A REPLAT OF A PORTION OF OPEN SPACE TRACT 1,TRADITION PLAT NO. 32, PLAT BOOK 62, PAGES 5 THROUGH 9, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING A PORTION OF SECTIONS 4, 5, AND 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NUMBER C-24, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SAID CANAL C-24, CHECKED DATED 11/25/58 AND REVISED ON 2/23/59 AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY "FT. PIERCE CUT-OFF" TRACK AS SHOWN ON RIGHT-OF-WAY MAPS, PAGES V.3D/6 AND V.3D/7, DATED FEBRUARY 1, 1960 WITH "TRACK CORRECT" REVISION DATED 4/28/67; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 5069.68 FEET TO A POINT ON THE EAST LINE OF SECTION 30, TOWNSHIP 37 SOUTH, RANGE 39 EAST; THENCE S.04°13'20"E., ALONG SAID EAST LINE OF SECTION 30, A DISTANCE OF 258.80 FEET TO THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 36 SOUTH, RANGE 39 EAST; THENCE S.89°40'25"W., ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 31, A DISTANCE OF 312.01 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 6120.81 FEET; THENCE S.45°13'59"E.,

A DISTANCE OF 5258.64 FEET TO THE SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH POD G - PLAT NO.5, AS RECORDED IN PLAT BOOK 101, PAGES 34 THROUGH 41, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND THE POINT OF BEGINNING, SAID SOUTHWESTERLY CORNER ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THAT WEST VIRGINIA EXTENSION, AS RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, OF SAID PUBLIC RECORDS AND A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 22918.00 AND A RADIAL BEARING OF N.05°53'07"W., AT SAID INTERSECTION; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT-OF-WAY LINE, ALSO THE SOUTH BOUNDARY LINE OF SAID PLAT OF VERANO SOUTH - POD G - PLAT NO.5, THROUGH A CENTRAL ANGLE OF 09°24'31", A DISTANCE OF 3763.37 FEET TO THE SOUTHEAST CORNER OF SAID PLAT AND A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 22918.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 00°41'57", A DISTANCE OF 279.63 FEET TO A POINT OF TANGENCY; THENCE N.74°00'26"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1444.37 FEET TO THE SOUTHWEST CORNER OF VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, AS RECORDED IN PLAT BOOK 92, PAGES 11 THROUGH 30, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE N.74°00'26"E., ALONG THE SOUTH BOUNDARY LINE OF SAID PLAT OF VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, AND SAID NORTH RIGHT-OF-WAY LINE, ALSO THE NORTH RIGHT-OF-WAY LINE OF ADDITIONAL ACQUISITION PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 3569, PAGE 1177, OF SAID PUBLIC RECORDS, A DISTANCE OF 3000.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 1575.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, AND SOUTH BOUNDARY LINE OF SAID PLAT, ALSO THE NORTH RIGHT-OF-WAY LINE OF SAID ADDITIONAL ACQUISITION PARCEL, THROUGH A CENTRAL ANGLE OF 19°32'55", A DISTANCE OF 537.37 FEET TO A POINT OF TANGENCY; THENCE S.86°26'39"E., ALONG THE SOUTH BOUNDARY LINE OF SAID PLAT AND THE NORTH RIGHT-OF-WAY LINE OF SAID ADDITIONAL ACQUISITION PARCEL, A DISTANCE OF 259.29 FEET; THENCE CONTINUE S.86°26'39"E., ALONG THE SOUTHERLY LINE OF ACCESS INGRESS / EGRESS AND UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 3156, PAGE 1262, OF SAID PUBLIC RECORDS, A DISTANCE OF 50.11 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 1325.00 AND A RADIAL BEARING OF N.03°32'43"E., AT SAID INTERSECTION; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY LINE OF ACCESS INGRESS / EGRESS AND UTILITY EASEMENT, THROUGH A CENTRAL ANGLE OF 08°24'27", A DISTANCE OF 194.43 FEET TO A NON-TANGENT INTERSECTION AND A POINT OF CUSP; THENCE S.76°04'00"W., ALONG THE NORTH LINE TRADITION PLAT NO. 32, AS RECORDED IN PLAT BOOK 62, PAGE 5, OF SAID PUBLIC RECORDS, A DISTANCE OF 87.41 FEET; THENCE S.01°21'48"E., A DISTANCE OF 133.44 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 1475.00 AND A RADIAL BEARING OF N.01°10'52"W., AT SAID INTERSECTION; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND THE NORTH LINE OF OPEN SPACE TRACT #1, AS SHOWN ON SAID PLAT OF TRADITION PLAT NO. 32, THROUGH A CENTRAL ANGLE OF 04°44'13", A DISTANCE OF 121.95 FEET TO A POINT OF TANGENCY; THENCE N.86°26'39"W., ALONG SAID NORTH LINE, A DISTANCE OF 309.33 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 1425.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°19'24", A DISTANCE OF 331.36 FEET TO A NON-TANGENT INTERSECTION AND A POINT ON THE NORTH LINE OF O.L. PEACOCK CANAL PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 1745, PAGE 1955, OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING NINE (9) COURSES BEING BY SAID NORTH LINE OF O.L. PEACOCK CANAL PARCEL AND THE SOUTH RIGHT-OF-WAY LINE OF THAT WEST VIRGINIA EXTENSION, AS RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, OF SAID PUBLIC RECORDS: 1) THENCE S.74°54'36"W., ALSO ALONG THE SOUTH LINE OF THAT RIGHT-OF-WAY ACQUISITION PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 3569, PAGE 1177, OF SAID PUBLIC RECORDS, A DISTANCE OF 881.64 FEET; 2) THENCE S.27°11'26"E., A DISTANCE OF 5.60 FEET; 3) THENCE S.74°00'26"W., ALSO ALONG THE SOUTH RIGHT-OF-WAY LINE OF THAT ADDITIONAL ACQUISITION PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 3569, PAGE 1172, OF SAID PUBLIC RECORDS, A DISTANCE OF 99.38 FEET; 4) THENCE N.38°44'44"E., A DISTANCE OF 1.02 FEET; 5) THENCE S.74°00'26"W., A DISTANCE OF 1625.09 FEET; 6) THENCE S.34°54'59"W., A DISTANCE OF 16.17 FEET; 7) THENCE S.74°35'02"W., A DISTANCE OF 625.46 FEET; 8) THENCE S.74°05'51"W., A DISTANCE OF 4615.46 FEET; 9) THENCE N.89°58'45"W., A DISTANCE OF 1001.78 FEET; THENCE N.00°01'15"E., A DISTANCE OF 258.62 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF THAT WEST VIRGINIA EXTENSION, AS RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 22918.00 FEET AND A RADIAL BEARING OF N.05°33'35' W., AT SAID INTERSECTION; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 00°19'31", A DISTANCE OF 130.15 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,847,291 SQUARE FEET OR 42.408 ACRES, MORE OR LESS.

WARRANTY

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, DK Central Park LLC, a Florida limited liability company (Developer), warrants to the City of Port St. Lucie (City) that the Transferred Improvements (as defined in the Bill of Sale Absolute executed by Developer and delivered to City) as shown in the approve Construction Plans and Specifications for Crosstown Parkway Extension Phase 2A1 under permit number P22-020, are free from any defect, whether patent or latent, in design, manufacture, construction, workmanship, and materials. The Developer agrees to indemnify and hold City harmless from any claim, loss, damage, or other expense whatsoever, including attorney's fees, that City may suffer as a result of the failure of the Transferred Improvements to be as warranted. This warranty shall expire twelve (12) months from the date all Transferred Improvements are completed and turned over to the City.

In the event any defect, malfunction, or failure, not caused by City's misuse or damage, occurs during the warranty period, the Developer will correct the defect, malfunction, or failure without any expense, cost, or charge to City. Such correction will consist of repair to the defective item to make it operational, or if such item cannot be repaired or it is not commercially practicable to do so, then at the Developer's option, the item may be replaced. If, after then (10) days' written notice, the Developer fails to proceed promptly to comply with the terms of this warranty, City may have the defect, malfunction, or failure corrected and the Developer will be liable for all reasonable expenses incurred.

The warranty set forth herein is cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law. Nothing herein shall relieve the Developer of responsibility to third parties for negligence or for any defect in design, manufacture, construction, workmanship, and materials as otherwise provided by law.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized agents, and its corporate seal affixed hereto, this ~~February~~ day of Feb. , 2026.

[Signature page to follow.]

DK Central Park LLC,
a Florida limited liability company

By: _____
Affiant Name: James Harvey
Affiant Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF ~~ST. LUCIE~~ HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 12 day of Feb. 2026, by James Harvey as Authorized Signatory of DK Central Park LLC, a Florida limited liability company, on behalf of said company. He/~~she~~ [x] is personally known to me or [ ] has produced _____ as identification.

_____
Signature of Notary Public

Bryon T. LoPreste
Printed Name
Notary Public, State of Florida

My Commission Expires: 1/27/28

BRYON T. LOPRESTE
MY COMMISSION # HH 456133
EXPIRES: January 27, 2028

[Acceptance of Warranty page to follow]

ACCEPTANCE OF WARRANTY

The above Warranty is hereby accepted this ____ day of _____, 2025.

Attest:

Print Name: _____
Title: Authorized Signatory

CITY OF PORT ST. LUCIE

By: _____
Title

(Seal)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this __ day of _____ 2025. By _____ who [ ] is personally known to me or [ ] has produced _____ as identification.

_____
Signature of Notary Public

_____
Printed Name
Notary Public, State of Florida

My Commission Expires: _____

WARRANTY

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, DK Central Park LLC, a Florida limited liability company (Developer), warrants to the City of Port St. Lucie (City) that the Transferred Improvements (as defined in the Bill of Sale Absolute executed by Developer and delivered to City) as shown in the approve Construction Plans and Specifications for Crosstown Parkway Extension Phase 2A2 under permit number P22-020, are free from any defect, whether patent or latent, in design, manufacture, construction, workmanship, and materials. The Developer agrees to indemnify and hold City harmless from any claim, loss, damage, or other expense whatsoever, including attorney's fees, that City may suffer as a result of the failure of the Transferred Improvements to be as warranted. This warranty shall expire twelve (12) months from the date all Transferred Improvements are completed and turned over to the City.

In the event any defect, malfunction, or failure, not caused by City's misuse or damage, occurs during the warranty period, the Developer will correct the defect, malfunction, or failure without any expense, cost, or charge to City. Such correction will consist of repair to the defective item to make it operational, or if such item cannot be repaired or it is not commercially practicable to do so, then at the Developer's option, the item may be replaced. If, after then (10) days' written notice, the Developer fails to proceed promptly to comply with the terms of this warranty, City may have the defect, malfunction, or failure corrected and the Developer will be liable for all reasonable expenses incurred.

The warranty set forth herein is cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law. Nothing herein shall relieve the Developer of responsibility to third parties for negligence or for any defect in design, manufacture, construction, workmanship, and materials as otherwise provided by law.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized agents, and its corporate seal affixed hereto, this ~~February~~ day of Feb. , 2026.

[Signature page to follow.]

DK Central Park LLC,
a Florida limited liability company

By: _____
Affiant Name: James Harvey
Affiant Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF ~~XXXXXX~~ HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 12 day of Feb. 2026, by James Harvey as Authorized Signatory of DK Central Park LLC, a Florida limited liability company, on behalf of said company. He/~~she~~ [x] is personally known to me or [ ] has produced _____ as identification.

_____
Signature of Notary Public

BRYON T. LOPRESTE
MY COMMISSION # HH 456133
EXPIRES: January 27, 2028

Bryon T. LoPreste
Printed Name
Notary Public, State of Florida

My Commission Expires: 01/27/28

[Acceptance of Warranty page to follow]

ACCEPTANCE OF WARRANTY

The above Warranty is hereby accepted this ____ day of _____, 2025.

Attest:

Print Name: _____
Title: Authorized Signatory

CITY OF PORT ST. LUCIE

By: _____
Title

(Seal)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this __ day of _____ 2025. By _____ who [ ] is personally known to me or [ ] has produced _____ as identification.

_____
Signature of Notary Public

_____
Printed Name
Notary Public, State of Florida

My Commission Expires: _____

MJC
Land Development
888-421-9712

CONTRACTOR WARRANTY

This warranty applies to the project known as Crosstown Parkway Segment 2A Phase 1 located at the address of Southern Hills Dr. to Village Parkway. I, Colleen Choquette, hereby certify that the paving, grading and drainage associated with the above reference project has been completed in compliance with the approved plans, specifications and permits, change orders and/or field directives. All materials and workmanship are fully guaranteed and warranted for a period of one (1) year from the date of acceptance by the City of Port St. Lucie as shown below. Any defective material or workmanship will be repaired at no expense to the City for defects documented during the warranty period.

Signature: _____ Date: 2-3-2025

Title: President

MJC Land Development, LLC.
1127 Royal Palm Beach Blvd. #340 – Royal Palm Beach, FL 33411
Phone 561-688-5004 Fax 561-688-6483

1412

CONTRACTOR AFFIDAVIT AND FINAL RELEASE OF LIEN

Before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Colleen Choquette ("Contractor"), who, after being first duly sworn, deposes and says that;

1) I am a licensed contractor in the State of Florida doing business as:
   MJC Land Development, LLC
   1127 Royal Palm Beach Blvd Ste 340
   Royal Palm Beach, Fl 33411 (Mailing Address).
2) Contractor, pursuant to the Contract dated April 19, 2023 ("Contract") between Contractor and DK Central Park, LLC ("Owner"), for certain construction related to a project known as Crosstown Parkway Segment 2A Phase 1 has heretofore furnished, or caused to be furnished, labor, materials, and/or other service for the construction of paving, grading and drainage improvements, as more particularly set forth in the Contract.
3) Contractor represents that all work to be performed under the aforesaid Contract performed with respect to the paving, grading and drainage improvements has been fully completed and that all subcontractors, materialmen, lienors, and potential lienors, who have furnished labor, materials, and/or other services with respect to such utility improvements have been paid in full, or, if not, have executed partial Waiver of Liens, pertaining to the labor, material, and/or other services provided in connection with the construction of the utility improvements.
4) In consideration of final payment to the Contractor, and all other previous payments paid by the Owner to the Contractor, the undersigned does hereby, for and in behalf of the Contractor, waive and release and relinquish the Contractor's right to any claim or demand or right to impose a lien or liens for work done or materials for services furnished or any other class of lien whatsoever, on any of the property owned or to be transferred for ownership to the City of Port St. Lucie, including easement and right-of-way ownership interests, on which improvements have been completed in connection with the aforementioned Contractor.
5) Contractor represents that he has the authority to execute a full and final Release of Lien for and on behalf of the Contractor.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and the facts stated in it are true.

Signature _____

Colleen Choquette

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 27 day of January 2025, by Colleen Choquette, as President of MJC Land Development, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me.

_____
Notary Public

My Commission Expires: 1/5/28

Brittany Stanford
Notary Printed Name

BRITTANY STANFORD
Commission # HH 478055
Expires January 5, 2028

Cost Summary
Crosstown Parkway Segment 2A Phase 1 & 2

Engineer's Estimate of Probable Cost
March 1, 2023

Description	Segments 2A1 and 2A2 Subtotal
Roadway Improvements Subtotal:	$ 9,534,995.23
Utilities Subtotal:	$ 1,490,657.81
Signalization Subtotal:	$ 113,671.26
Subtotal Construction Costs	$ 11,139,324.30
Mobilization and MOT	$ 1,141,780.74
Subtotal Construction Costs	**$ 12,281,105.04**
Landscaping and Irrigation Subtotal [1]	$ 746,920.00
Total Segment 2AI & 2AII Costs	**$ 13,028,025.04**
Bonding	$ 2,605,605.01
Bonding Total (120% Construction Costs)	**$ 15,633,630.05**

[1] Based on the Construction Subtotals reviewed and stamped by CPSLUSD and CPSLPW from the Estimate of Probable Cost E-Sealed dated 2/2/23. Per PSL P&Z request, the Landscaping and Irrigation pay item quantities and costs were updated.

Shaun G. MacKenzie LICENSE No. 61751 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SHAUN G. MACKENZIE, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MACKENZIE ENGINEERING AND PLANNING, INC.
1172 SW 30TH STREET, SUITE 500
PALM CITY, FL 34990
772-286-8030
SHAUN G. MACKENZIE, PE #61751

Digitally signed by Shaun G MacKenzie
Date: 2023.03.01 12:26:25 -05'00'

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent the Engineer's judgment as a design professional familiar with the construction industry. The Engineer can't and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

SHAUN MACKENZIE, P.E. #61751
1172 SW 30TH STREET, SUITE 500
PALM CITY, FL 34990
772-286-8030
CA 29013

CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPT.
REVIEWED
By: CCuffy_Public Works
Date: 03/01/2023 Time: 12:45:00 PM

Crosstown Parkway Segment 2A Phase 1
Engineer's Estimate of Probable Cost
March 1, 2023

Item	Description	Quantity	Unit	Unit Cost	Item Cost
104	NPDES COMPLIANCE (EROSION CONTROL)	1	LS	$ 6,000.00	$ 6,000.00
104-12	STAKED SILT FENCE	12,863	LF	$ 5.43	$ 69,846.09
110-1-1	CLEARING & GRUBBING	19.7	AC	$ 19,814.80	$ 390,351.56
120-1	REGULAR EXCAVATION	16,677	CY	$ 9.64	$ 160,766.28
120-6	EMBANKMENT	21,904	CY	$ 13.48	$ 295,265.92
160-4	TYPE B STABILIZATION	32,660	SY	$ 5.22	$ 170,485.20
285-709	OPTIONAL BASE, BASE GROUP 09	31,175	SY	$ 18.45	$ 575,178.75
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	2,990	TN	$ 105.87	$ 316,551.30
337-7-83	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5	1,652	TN	$ 131.36	$ 217,006.72
327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	7,576	SY	$ 1.99	$ 15,076.24
425-1-361	INLETS, CURB, TYPE P-6, <10'	2	EA	$ 6,424.79	$ 12,849.58
425-1-551	INLETS, DT BOT, TYPE E <10'	24	EA	$ 5,324.28	$ 127,782.72
425-1-553	INLETS, DT BOT, TYPE E, P BOT <10'	5	EA	$ 7,173.99	$ 35,869.95
425-1-553	INLETS, DT BOT, TYPE E, J BOT <10'	11	EA	$ 8,173.99	$ 89,913.89
425-1-554	INLETS, DT BOT, TYPE E, J BOT >10'	1	EA	$ 8,400.00	$ 8,400.00
430-175-118	PIPE CULVERT, HPPP, ROUND, 18"	1,767	LF	$ 95.32	$ 168,430.44
430-175-124	PIPE CULVERT, HPPP, ROUND, 24"	1,123	LF	$ 113.49	$ 127,449.27
430-175-130	PIPE CULVERT, HPPP, ROUND, 30"	497	LF	$ 144.29	$ 71,712.13
430-175-136	PIPE CULVERT, HPPP, ROUND, 36"	852	LF	$ 190.01	$ 161,888.52
430-175-142	PIPE CULVERT, HPPP, ROUND, 42"	1,264	LF	$ 206.84	$ 261,445.76
430-175-148	PIPE CULVERT, CAP, ROUND, 48"	199	LF	$ 279.27	$ 55,574.73
430-175-148	PIPE CULVERT, HPPP, ROUND, 48"	1,521	LF	$ 279.27	$ 424,769.67
430-175-218	PIPE CULVERT, ECRP, ELIP, 18"	116	LF	$ 128.22	$ 14,873.52
430-175-224	PIPE CULVERT, ECRP, ELIP, 24"	127	LF	$ 123.97	$ 15,744.19
440-000	EDGEDRAIN	11,780	LF	$ 30.00	$ 353,400.00
440-000	EDGEDRAIN OUTFALL	40	AS	$ 300.00	$ 12,000.00
515-2-311	PEDESTRIAN/BICYCLE RAILING, ALUMINUM, 42" TYPE 1	45	LF	$ 101.15	$ 4,551.75
520-1-10	CONCRETE CURB & GUTTER, TYPE F	11,925	LF	$ 28.17	$ 335,927.25
520-2-10	CONCRETE CURB, HEADER	200	LF	$ 21.30	$ 4,260.00
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	10,307	SY	$ 48.73	$ 502,260.11
523-3	GREEN PATTERNED PAVEMENT (BIKE LANE)	490	SY	$ 105.00	$ 51,450.00
570-1-2	PERFORMANCE TURF, SOD	47,911	SY	$ 2.89	$ 138,463.11
700-1-11	(R01-01) STOP	1	AS	$ 420.32	$ 420.32
700-1-11	(W01-06L) ONE DIRECTION ARROW	1	AS	$ 420.32	$ 420.32
700-1-11	(OM4-1) RED REFLECTORS TYPE IV	7	AS	$ 420.32	$ 2,942.24
700-1-11	(OM1-1) YELLOW REFLECTORS TYPE I	7	AS	$ 420.32	$ 2,942.24
700-1-11	(R02-01) SPEED LIMIT SIGN (45 MPH) (24" X 30")	2	AS	$ 420.32	$ 840.64
700-1-11	(R03-17) BIKE LANE SIGN (24" X 18")	1	AS	$ 420.32	$ 420.32
700-1-11	(R4-7) KEEP RIGHT MEDIAN SIGN (24" X 30")	3	AS	$ 420.32	$ 1,260.96
700-1-60	SINGLE POST SIGN, REMOVE	9	AS	$ 40.84	$ 367.56
706-1-3	REFLECTIVE PAVEMENT MARKERS	360	EA	$ 3.64	$ 1,310.40
711-11-124	THERMOPLASTIC WHITE 18" SOLID LINE	128	LF	$ 4.01	$ 513.28
711-11-125	THERMOPLASTIC WHITE 24" SOLID LINE	221	LF	$ 5.42	$ 1,197.82
711-11-141	THERMOPLASTIC WHITE SKIP 6" (2-4')	0.3	GM	$ 2,175.38	$ 652.61
711-11-170	THERMOPLASTIC WHITE REGULAR ARROWS (THRU, TURN, BIKE)	59	EA	$ 68.79	$ 4,058.61
711-11-224	THERMOPLASTIC YELLOW 18" SOLID LINE	235	LF	$ 4.57	$ 1,073.95
711-11-241	THERMOPLASTIC YELLOW SKIP 6" (2-4')	0.04	GM	$ 2,476.83	$ 99.07
711-15-101	THERMOPLASTIC WHITE 6" SOLID LINE	5.2	GM	$ 5,257.88	$ 27,340.98
711-15-201	THERMOPLASTIC YELLOW 6" SOLID LINE	2.4	GM	$ 5,321.00	$ 12,770.40
Roadway Improvements Subtotal:					**$ 5,254,176.37**

Item	Description	Quantity	Unit	Unit Cost	Item Cost
630-2-11	CONDUIT, OPEN TRENCH, F&I	5,960	LF	$ 12.58	74976.8
635-2-11	PULL & SPLICE BOX (F&I) (17" X 30")	7	EA	$ 879.88	$ 6,159.16
635-2-12	PULL & JUNCTION BOX (F&I) (24" X 36")	3	EA	$ 1,751.21	$ 5,253.63
1050-31-206	6" PVC WM	560	LF	$ 76.13	$ 42,632.80
1050-31-216	16" PVC WM	5,296	LF	$ 96.85	$ 512,917.60
1050-42-216	16" HDPE WM	320	LF	$ 187.00	$ 59,840.00
1055-31-116	BENDS	1	EA	$ 2,930.66	$ 2,930.66
1055-31-216	16" X 6" TEE	8	EA	$ 3,218.16	$ 25,745.28
1055-31-516	PLUG	1	EA	$ 1,325.19	$ 1,325.19
1055-31-616	WYE	1	EA	$ 280.00	$ 280.00
1080-21-116	METER/TEMP JUMP/BFP	1	AS	$ 540.00	$ 540.00
1080-24-106	6" GATE VALVE	15	EA	$ 2,541.25	$ 38,118.75
1080 24116	16" GATE VALVE	9	EA	$ 7,530.45	$ 67,774.05
1080-32-102	SAMPLE POINTS	8	AS	$ 2,000.00	$ 16,000.00
1644-116-08	FIRE HYDRANT ASSEMBLY	8	AS	$ 5,794.33	$ 46,354.64
Utilities Subtotal:					**$ 900,848.56**

Item	Description	Quantity	Unit	Unit Cost	Item Cost
630-2-11	CONDUIT - SIGNAL (F&I) (OPEN TRENCH)	30	LF	$ 12.58	$ 377.40
Crosstown Parkway	SIGNAL CABLE (F&I)	1	PI	$ 7,002.29	$ 7,002.29
649-21-15	STEEL MAST ARM ASSEMBLY, F&I, 70'	1	EA	$ 75,236.73	$ 75,236.73
650-1-14	TRAFFIC SIGNAL F&I (ALUM, 3-SECTION, 1-WAY)	4	EA	$ 1,141.48	$ 4,565.92
650-1-16	TRAFFIC SIGNAL F&I (ALUM, 4-SECTION, 1-WAY)	2	EA	$ 1,383.53	$ 2,767.06
650-1-19	TRAFFIC SIGNAL F&I (ALUM, 5-SECTION CLUSTER, 1-WAY)	1	EA	$ 1,830.63	$ 1,830.63
650-1-60	TRAFFIC SIGNAL REMOVE	1	EA	$ 103.17	$ 103.17
650-1-70	TRAFFIC SIGNAL RELOCATE	3	EA	$ 708.49	$ 2,125.47
660-4-10	VEHICLE DETECTION SYSTEM, VIDEO, F&I (INSYNC SYSTEM)	1	EA	$ 9,224.79	$ 9,224.79
671-2-40	TRAFFIC CONTROLLER, MODIFY	1	EA	$ 1,902.57	$ 1,902.57
700-1-60	SIGN PANEL REMOVE	6	EA	$ 40.84	$ 245.04
700-3-201	SIGN PANEL (F&I, OVERHEAD MOUNT, 12 OR <)	2	EA	$ 696.67	$ 1,393.34
700-3-601	SIGN PANEL REMOVE	1	EA	$ 88.20	$ 88.20
700-5-22	INTERNAL ILLUM SIGN (F&I)(ST NAME)	1	EA	$ 3,922.55	$ 3,922.55
715-5-31	LUMINAIRE & BRACKET ARM- ALUMINUM, FURNISH & INSTALL	1	EA	$ 2,886.10	$ 2,886.10
Signalization Subtotal:					**$ 113,671.26**

Subtotal Construction Costs:					**$ 6,268,696.19**

Item	Description	Quantity	Unit	Unit Cost	Item Cost
101-1	MOBILIZATION	1	LS	5%	$ 329,106.55
102-1	MAINTENANCE OF TRAFFIC	1	LS	5%	$ 313,434.81

Segment 2A Phase I Construction Costs **$ 6,911,237.55**

CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPT.

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By: CCuffy_Public Works

Date: 03/01/2023 Time: 12:45:00 PM

Crosstown Parkway Segment 2A Phase 2
Engineer's Estimate of Probable Cost

March 1, 2023

Item	Description	Quantity	Unit	Unit Cost	Subtotal Cost
104	NPDES COMPLIANCE (EROSION CONTROL)	1	LS	$ 3,000.00	$ 3,000.00
104-12	STAKED SILT FENCE	9,504	LF	$ 5.43	$ 51,606.72
110-1-1	CLEARING & GRUBBING	13	AC	$ 19,814.80	$ 259,573.88
120-1	REGULAR EXCAVATION	86,559	CY	$ 9.64	$ 834,428.76
120-6	EMBANKMENT	29,277	CY	$ 13.48	$ 394,653.96
160-4	TYPE B STABILIZATION	18,498	SY	$ 5.22	$ 96,559.56
285-709	OPTIONAL BASE, BASE GROUP 09	17,658	SY	$ 18.45	$ 325,790.10
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	1,850	TN	$ 105.87	$ 195,859.50
337-7-83	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5	925	TN	$ 131.36	$ 121,508.00
425-1-551	INLETS, DT BOT, TYPE E, <10'	15	EA	$ 5,324.28	$ 79,864.20
425-1-553	INLETS, DT BOT, TYPE E, J BOT <10'	7	EA	$ 8,173.99	$ 57,217.93
425-1-554	INLETS, DT BOT, TYPE E, J BOT >10'	4	EA	$ 8,400.00	$ 33,600.00
425-11	MANHOLES, P-7, <10', MODIFY	1	EA	$ 1,870.83	$ 1,870.83
430-175-118	PIPE CULVERT, HPPP, ROUND, 18"	1,176	LF	$ 95.32	$ 112,096.32
430-175-124	PIPE CULVERT, HPPP, ROUND, 24"	300	LF	$ 113.49	$ 34,047.00
430-175-130	PIPE CULVERT, HPPP, ROUND, 30"	300	LF	$ 144.29	$ 43,287.00
430-175-136	PIPE CULVERT, HPPP, ROUND, 36"	1,185	LF	$ 190.01	$ 225,161.85
430-175-136	PIPE CULVERT, CAP, ROUND, 36"	154	LF	$ 190.01	$ 29,261.54
430-175-142	PIPE CULVERT, HPPP, ROUND, 42"	634	LF	$ 206.84	$ 131,136.56
430-175-148	PIPE CULVERT, HPPP, ROUND, 48"	1,111	LF	$ 279.27	$ 310,268.97
430-175-148	PIPE CULVERT, CAP, ROUND, 48"	154	LF	$ 279.27	$ 43,007.58
440-000	EDGEDRAIN	7,300	LF	$ 30.00	$ 219,000.00
440-000	EDGEDRAIN OUTFALL	26	AS	$ 300.00	$ 7,800.00
520-1-10	CONCRETE CURB & GUTTER, TYPE F	7,342	LF	$ 28.17	$ 206,824.14
520-2-10	CONCRETE CURB, HEADER	91	LF	$ 21.30	$ 1,938.30
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	6,586	SY	$ 48.73	$ 320,935.78
523-3	GREEN PATTERNED PAVEMENT (BIKE LANE)	159	SY	$ 105.00	$ 16,741.67
570-1-2	PERFORMANCE TURF, SOD	30,800	SY	$ 2.89	$ 89,012.00
700-1-11	(R01-01) STOP	3	AS	$ 420.32	$ 1,260.96
700-1-11	(W01-06L) ONE DIRECTION ARROW	1	AS	$ 420.32	$ 420.32
700-1-11	(W01-07) TWO WAY DIRECTION ARROW	1	AS	$ 420.32	$ 420.32
700-1-11	(OM4-1) RED REFLECTORS TYPE IV	7	AS	$ 420.32	$ 2,942.24
700-1-11	(OM1-1) YELLOW REFLECTORS TYPE I	7	AS	$ 420.32	$ 2,942.24
700-1-11	(R02-01) SPEED LIMIT SIGN (45 MPH) (24" X 30")	2	AS	$ 420.32	$ 840.64
700-1-11	(R4-7) KEEP RIGHT MEDIAN SIGN (24" X 30")	3	AS	$ 420.32	$ 1,260.96
700-1-60	SINGLE POST SIGN, REMOVE	7	AS	$ 40.84	$ 285.88
706-1-3	REFLECTIVE PAVEMENT MARKERS	93	EA	$ 3.64	$ 338.52
711-11-125	THERMOPLASTIC WHITE 24" SOLID LINE	58	LF	$ 5.42	$ 314.36
711-11-141	THERMOPLASTIC WHITE SKIP 6" (2-4')	0.1	GM	$ 2,175.38	$ 217.54
711-11-170	THERMOPLASTIC WHITE REGULAR ARROWS (THRU, TURN, BIKE	12	EA	$ 68.79	$ 825.48
711-15-101	THERMOPLASTIC WHITE 6" SOLID LINE	2.9	GM	$ 5,257.88	$ 15,247.85
711-15-201	THERMOPLASTIC YELLOW 6" SOLID LINE	1.4	GM	$ 5,321.00	$ 7,449.40
Roadway Improvements Subtotal:					**$ 4,280,818.86**

Item	Description	Quantity	Unit	Unit Cost	Subtotal Cost
630-2-11	CONDUIT, OPEN TRENCH, F&I	3970	LF	$ 12.58	$ 49,942.60
635-2-11	PULL & SPLICE BOX (F&I) (17" X 30")	3	EA	$ 879.88	$ 2,639.64
635-2-12	PULL & JUNCTION BOX (F&I) (24" X 36")	2	EA	$ 1,751.21	$ 3,502.42
1050-31-206	6" PVC WM	334	LF	$ 76.13	$ 25,427.42
1050-31-212	12" PVC WM	5	LF	$ 86.69	$ 433.45
1050-31-216	16" PVC WM	3726	LF	$ 96.85	$ 360,863.10
1055-31-116	BENDS	1	EA	$ 2,930.66	$ 2,930.66
1055-31-216	16" X 6" TEE	5	EA	$ 3,218.16	$ 16,090.80
1055-31-616	WYE	1	EA	$ 280.00	$ 280.00
1055-51-316	16" X 12" REDUCER	1	EA	$ 1,129.77	$ 1,129.77
1080-21-116	METER/TEMP JUMP/BFP	1	AS	$ 540.00	$ 540.00
1080-23-116	16" X 12" TS&V	1	EA	$ 16,462.54	$ 16,462.54
1080-24-106	6" GATE VALVE	10	EA	$ 2,541.25	$ 25,412.50
1080-24-116	16" GATE VALVE	6	EA	$ 7,530.45	$ 45,182.70
1080-32-102	SAMPLE POINTS	5	AS	$ 2,000.00	$ 10,000.00
1644-116-08	FIRE HYDRANT ASSEMBLY	5	AS	$ 5,794.33	$ 28,971.65
Utilities Subtotal:					**$ 589,809.25**
Subtotal Construction Costs:					**$4,870,628.11**

Item	Description	Quantity	Unit	Unit Cost	Subtotal Cost
101-1	MOBILIZATION	1	LS	5%	$ 255,707.98
102-1	MAINTENANCE OF TRAFFIC	1	LS	5%	$ 243,531.41
Segment 2A Phase II Construction Costs					**$ 5,369,867.49**

CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPT.
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Date: 03/01/2023 Time: 12:45:00 PM

Crosstown Parkway Segment 2A Phase 1 & 2
Engineer's Estimate of Probable Cost

March 1, 2023

Segment 2A Phase I and II - Landscaping and Irrigation

Item	Description	Quantity	Unit	Unit Cost	Item Cost
580-1-0	2A1 & 2A2 CENTER MEDIAN TREES	173	EA	$ 350.00	$ 60,550.00
580-1-1	2A1 & 2A2 CENTER MEDIAN PALM TREES	363	EA	$ 200.00	$ 72,600.00
580-1-2	2A1 & 2A2 CENTER MEDIAN SHRUBS	51	EA	$ 30.00	$ 1,530.00
580-1-3	2A1 & 2A2 CENTER MEDIAN GROUNDCOVERS	3,296	EA	$ 15.00	$ 49,440.00
580-1-4	2A1 & 2A2 NORTH SIDE STREET TREES	243	EA	$ 350.00	$ 85,050.00
580-1-4	2A1 & 2A2 SOUTH SIDE STREET TREES	245	EA	$ 350.00	$ 85,750.00
590-70	2A1 & 2A2 IRRIGATION SYSTEM	1	LS	$ 392,000.00	$ 392,000.00
Landscaping and Irrigation Subtotal:					**$ 746,920.00**

Total Segment 2AI and 2AII Costs:	**$13,028,025.04**

Bonding	20%	**$ 2,605,605.01**
Bond Total (120% Construction Costs)		**$15,633,630.05**



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The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent the Engineer's judgment as a design professional familiar with the construction industry. The Engineer can't and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

SHAUN MACKENZIE, P.E. #61751
1172 SW 30TH STREET, SUITE 500
PALM CITY, FL 34990
772-286-8030
CA 29013

CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPT.

REVIEWED

By: CCuffy_Public Works

Date: 03/01/2023 Time: 12:45:00 PM

Crosstown Parkway Segment 2AI and 2A2
Engineer's Estimate of Probable Cost
October 27, 2023

Description	Segments 2A1 and 2A2 Subtotal
Roadway Improvements Subtotal:	$ 2,038,028.53
Utilities Subtotal:	$ 6,121.13
Signalization Subtotal:	$ 19,907.60
Subtotal Construction Costs	$ 2,064,057.26
Mobilization and MOT	$ 211,565.87
Subtotal Construction Costs	**$ 2,275,623.13**
Landscaping and Irrigation Subtotal	$ 740.00
Total Segment 2AI & 2AII Costs	**$ 2,276,363.13**
Bonding	$ 455,272.63
Bonding Total (120% Construction Costs)	**$ 2,731,635.75**

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SHAUN MACKENZIE, P.E. #61751
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By: CCuffy_Public Works

Date: 10/27/2023 Time: 5:15:02 PM

Crosstown Parkway Segment 2A Phase I - 4 Lanes
Engineer's Estimate of Probable Cost
October 27, 2023

Item	Description	Quantity	Unit	Unit Cost	Item Cost
110-1-1	CLEARING & GRUBBING	3.3	AC	$ 33,390.65	$ 111,556.66
120-1	REGULAR EXCAVATION	688	CY	$ 8.26	$ 5,684.10
160-4	TYPE B STABILIZATION	17,787	SY	$ 7.93	$ 141,050.91
285-709	OPTIONAL BASE, BASE GROUP 09	17,163	SY	$ 28.12	$ 482,623.56
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	1,820	TN	$ 148.37	$ 270,033.40
337-7-83	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5	921	TN	$ 173.61	$ 159,894.81
327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	1,880	SY	$ 2.67	$ 5,019.60
425-1-351	INLETS, CURB, TYPE P-5, <10'	1	EA	$ 8,933.56	$ 8,933.56
425-1-365	INLETS, CURB, TYPE P-6, PARTIAL	2	EA	$ 7,653.69	$ 15,307.38
425-1-451	INLETS, CURB, TYPE J-5, <10'	1	EA	$ 17,646.31	$ 17,646.31
430-175-118	PIPE CULVERT, HPPP, ROUND, 18"	139	LF	$ 136.97	$ 19,038.83
440-000	EDGEDRAIN	1,017	LF	$ 30.00	$ 30,510.00
440-000	EDGEDRAIN OUTFALL	5	AS	$ 300.00	$ 1,500.00
520-1-10	CONCRETE CURB & GUTTER, TYPE F	1,681	LF	$ 46.73	$ 78,553.13
520-2-10	CONCRETE CURB, HEADER	111	LF	$ 39.25	$ 4,356.75
523-3	GREEN PATTERNED PAVEMENT (BIKE LANE)	10	SY	$ 201.69	$ 2,016.90
700-1-11	SINGLE POST SIGN, F&I (GM 0-12' SF)	3	AS	$ 496.56	$ 1,489.68
700-1-60	SINGLE POST SIGN, REMOVE	2	AS	$ 49.85	$ 99.70
706-1-3	REFLECTIVE PAVEMENT MARKERS	345	EA	$ 4.54	$ 1,566.30
711-11-125	THERMOPLASTIC WHITE 24" SOLID LINE	33	LF	$ 6.66	$ 219.78
711-11-141	THERMOPLASTIC WHITE SKIP 6" (2-4')	0.1	GM	$ 2,643.44	$ 264.34
711-11-170	THERMOPLASTIC WHITE REGULAR ARROWS (THRU, TURN, BIK	36	EA	$ 88.67	$ 3,192.12
711-15-101	THERMOPLASTIC WHITE 6" SOLID LINE	0.2	GM	$ 6,340.60	$ 1,268.12
711-15-131	THERMOPLASTIC WHITE SKIP 6" (10-30')	0.2	EA	$ 2,177.87	$ 435.57
Roadway Improvements Subtotal:					**$1,362,261.52**

Item	Description	Quantity	Unit	Unit Cost	Item Cost
1050-31-206	6" PVC WM	5	LF	$ 133.04	$ 665.20
1644800	FIRE HYDRANT RELOCATE	1	AS	$ 5,455.93	$ 5,455.93
Utilities Subtotal:					**$ 6,121.13**

Item	Description	Quantity	Unit	Unit Cost	Item Cost
632-7-1	SIGNAL CABLE (F&I)	1	PI	$ 9,545.20	$ 9,545.20
650-1-34	TRAFFIC SIGNAL F&I (POLY, 3-SECTION, 1-WAY)	2	EA	$ 1,853.65	$ 3,707.30
650-1-60	TRAFFIC SIGNAL REMOVE	1	EA	$ 196.36	$ 196.36
650-1-70	TRAFFIC SIGNAL RELOCATE	2	EA	$ 1,011.77	$ 2,023.54
671-2-40	TRAFFIC CONTROLLER, MODIFY	1	EA	$ 4,361.39	$ 4,361.39
700-3-601	SIGN PANEL REMOVE	1	EA	$ 73.81	$ 73.81
Signalization Subtotal:					**$ 19,907.60**
Subtotal Construction Costs:					**$1,388,290.25**

Item	Description	Quantity	Unit	Unit Cost	Item Cost
101-1	MOBILIZATION	1	LS	5%	$ 72,885.24
102-1	MAINTENANCE OF TRAFFIC	1	LS	5%	$ 69,414.51

Segment 2A Phase I Construction Costs **$1,530,590.00**

Crosstown Parkway Segment 2A Phase II - 4 Lanes
Engineer's Estimate of Probable Cost

October 27, 2023

Item	Description	Quantity	Unit	Unit Cost	Subtotal Cost
110-1-1	CLEARING & GRUBBING	1.9	AC	$ 33,390.65	$ 62,968.30
160-4	TYPE B STABILIZATION	9,960	SY	$ 7.93	$ 78,982.80
285-709	OPTIONAL BASE, BASE GROUP 09	9,544	SY	$ 28.12	$ 268,377.28
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	1,004	TN	$ 148.37	$ 148,963.48
337-7-83	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5	502	TN	$ 173.61	$ 87,152.22
425-1-355	INLETS, CURB, TYPE P-5, PARTIAL	1	EA	$ 9,225.08	$ 9,225.08
520-1-10	CONCRETE CURB & GUTTER, TYPE F	264	LF	$ 46.73	$ 12,336.72
520-2-10	CONCRETE CURB, HEADER	40	LF	$ 39.25	$ 1,570.00
700-1-11	SINGLE POST SIGN, F&I (GM 0-12' SF)	8	AS	$ 496.56	$ 3,972.48
700-1-60	SINGLE POST SIGN, REMOVE	7	AS	$ 49.85	$ 348.95
706-1-3	REFLECTIVE PAVEMENT MARKERS	171	EA	$ 4.54	$ 776.11
711-11-125	THERMOPLASTIC WHITE 24" SOLID LINE	18	LF	$ 6.66	$ 119.88
711-11-141	THERMOPLASTIC WHITE SKIP 6" (2-4')	0.1	GM	$ 2,643.44	$ 264.34
711-11-170	THERMOPLASTIC WHITE REGULAR ARROWS (THRU, TURN, BIKE)	8	EA	$ 88.67	$ 709.36
Subtotal Construction Costs:					**$675,767.01**

Item	Description	Quantity	Unit	Unit Cost	Subtotal Cost
101-1	MOBILIZATION	1	LS	5%	$ 35,477.77
102-1	MAINTENANCE OF TRAFFIC	1	LS	5%	$ 33,788.35

Segment 2A Phase II Construction Costs **$ 745,033.13**

Crosstown Parkway Segment 2A Phase I & II - 4 Lanes
Engineer's Estimate of Probable Cost

October 26, 2023

Segment 2A Phase I and II - Landscaping and Irrigation

Item	Description	Quantity	Unit	Unit Cost	Item Cost
580-1-3	2A1 & 2A2 CENTER MEDIAN GROUNDCOVERS	26	EA	$ 15.00	$ 390.00
580-1-4	2A1 & 2A2 SOUTH SIDE STREET TREES	1	EA	$ 350.00	$ 350.00
Landscaping and Irrigation Subtotal:					**$ 740.00**

Total Segment 2AI and 2AII Costs:	**$2,276,363.13**

Bonding	20%	**$**	**455,272.63**
Bond Total (120% Construction Costs)			**$2,731,635.75**

CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPT.

REVIEWED

By: CCuffy_Public Works

Date: 10/27/2023 Time: 5:15:02 PM

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent the Engineer's judgment as a design professional familiar with the construction industry. The Engineer can't and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

SHAUN MACKENZIE, P.E. #61751
1172 SW 30TH STREET, SUITE 500
PALM CITY, FL 34990
772-286-8030
CA 29013

MAINTENANCE BOND

Bond No.: 800192100

KNOW ALL MEN BY THESE PRESENTS:

That we, **DK Central Park LLC** hereinafter called the "Principal", and **Atlantic Specialty Insurance Company,** a surety authorized to do business in the State of Florida, hereinafter called "Surety" are held and firmly bound to the City of Port St. Lucie, a municipal corporation hereinafter called the "Obligee" or the "City", in the full and just sum of **One Million Three Hundred Twenty-Five Thousand Seven Hundred Sixty-Eight and 06/100** ($1,325,768.06) lawful money of the United States of America ("Penal Sum"), to be paid to the Obligee, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has obtained approval by the City of a certain subdivision plat known of **Crosstown Pkwy, 2A 1 (PSL Project P22-020)** located at Crosstown Parkway Plat 2-A and,

WHEREAS, the City requires that these presents be executed on or before the final completion and acceptance of said work, it is further understood that this bond shall become effective with the acceptance of the work performed in connection with certain subdivision plat known as **Crosstown Pkwy, 2A 1 (PSL Project P22-020)**

WHEREAS, the City shall notify the Principal and the Surety in writing of any defect for which the Principal is responsible and shall specify in the notice a reasonable period of time within which the Principal shall correct the defect. If the Principal fails to correct the defect within the time specified in the notice, then the Surety shall have thirty (30) days after that to take any action it deems necessary to insure the performance of the Principal's obligation. If the defect is not corrected, the City shall have the right to correct the defect, and the Principal and the Surety, jointly and severally, shall pay all costs and expenses incurred by the Obligee in correcting the defect, including and limited to, engineering, legal and other costs, together with any damages which the Obligee may sustain on account of the Principal's failure to correct the defect. In no event will the Surety's obligation under this Bond exceed the Penal Sum.

NOW.THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall remedy, without cost to the City, any defects caused by defective or inferior materials or workmanship, which may develop during a period of One (1) year from the date of completion and acceptance of the work performed in connection with certain subdivision plat, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

Any suit under this bond must be instituted before the expiration of one year from completion of the maintenance period.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this March 21, 2025.

Principal:
DK Central Park LLC
By:

Attest:

By: _____
Howard Erbstein, Manager

_____
Cameron Weinberger, Witness

(Impressionable corporate seal)

Address:
105 NE 1st Street
Delray Beach, FL 33444

Witnesses:

By: _____
Theresa Hintzman
Print Name

By: _____

Susan Ritter
Print Name

Surety:
Atlantic Specialty Insurance Company ___ Surety

By: _____
Brook T. Smith, its Attorney-In-Fact

Address:
605 Highway 169 North, Suite 800
Plymouth, MN 55441

Note: ATTACH STANDARD FORM SHOWING ATTORNEY IN FACT AUTHORIZATION

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Audria R. Ward, Barbara J. Benton, Brett Rosenhaus, Brian S. Turner, Brook T. Smith, Charles J. Nielson, David R. Hoover, Davor Mimica, Deborah S. Neichter, Denise Donelson, Devin J. Phillips, Donald P. Bramlage, Edward T. Ward, F. Danny Gann, James H. Martin, James T. Smith, Jarrett Merlucci, Jason D. Cromwell, Jessica Pamela Reno, Joseph P. Nielson, Justin Vokus, Keith Nicholson, Kevin R. Wojtowicz, Laura D. Mosholder, Michelle D. Liwosz, Patricia Schmaltz, Raymond M. Hundley, Shawn Alan Burton, Tracey C. Brown, William O. Walker**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 21st day of March, 2025

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

MAINTENANCE BOND

Bond No.: 800241643

KNOW ALL MEN BY THESE PRESENTS:

That we, **DK Central Park LLC** hereinafter called the "Principal", and **Atlantic Specialty Insurance Company,** a surety authorized to do business in the State of Florida, hereinafter called "Surety" are held and firmly bound to the City of Port St. Lucie, a municipal corporation hereinafter called the "Obligee" or the "City", in the full and just sum of **Nine Hundred Sixty-Nine Thousand Eight Hundred Ninety and 17/100** ($969,890.17) lawful money of the United States of America ("Penal Sum"), to be paid to the Obligee, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has obtained approval by the City of a certain subdivision plat known of **Crosstown Pkwy, 2A 2 (PSL Project P22-020)** located at Crosstown Parkway Plat 2-A and,

WHEREAS, the City requires that these presents be executed on or before the final completion and acceptance of said work, it is further understood that this bond shall become effective with the acceptance of the work performed in connection with certain subdivision plat known as **Crosstown Pkwy, 2A 2 (PSL Project P22-020)**

WHEREAS, the City shall notify the Principal and the Surety in writing of any defect for which the Principal is responsible and shall specify in the notice a reasonable period of time within which the Principal shall correct the defect. If the Principal fails to correct the defect within the time specified in the notice, then the Surety shall have thirty (30) days after that to take any action it deems necessary to insure the performance of the Principal's obligation. If the defect is not corrected, the City shall have the right to correct the defect, and the Principal and the Surety, jointly and severally, shall pay all costs and expenses incurred by the Obligee in correcting the defect, including and limited to, engineering, legal and other costs, together with any damages which the Obligee may sustain on account of the Principal's failure to correct the defect. In no event will the Surety's obligation under this Bond exceed the Penal Sum.

NOW.THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall remedy, without cost to the City, any defects caused by defective or inferior materials or workmanship, which may develop during a period of One (1) year from the date of completion and acceptance of the work performed in connection with certain subdivision plat, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

Any suit under this bond must be instituted before the expiration of one year from completion of the maintenance period.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this March 6, 2026.

Principal:
DK Central Park LLC
By:

Attest:

By: _____
Howard Erbstein, Manager

_____
Cameron Weinberger, Witness

(Impressionable corporate seal)

Address:
105 NE 1st Street
Delray Beach, FL 33444

Witnesses:

By: Theresa Hintzman
Theresa Hintzman
Print Name

By: Elizabeth Kille
Elizabeth Kille
Print Name

Surety:
Atlantic Specialty Insurance Company Surety

By: _____
Brook T. Smith, its Attorney-In-Fact

Address:
605 Highway 169 North, Suite 800
Plymouth, MN 55441

Note: ATTACH STANDARD FORM SHOWING ATTORNEY IN FACT AUTHORIZATION

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Audria R. Ward, Barbara J. Benton, Brett Rosenhaus, Brian S. Turner, Brook T. Smith, Charles J. Nielson, David R. Hoover, Davor Mimica, Deborah S. Neichter, Denise Donelson, Devin J. Phillips, Donald P. Bramlage, Edward T. Ward, F. Danny Gann, James H. Martin, James T. Smith, Jarrett Merlucci, Jason D. Cromwell, Jessica Pamela Reno, Joseph P. Nielson, Justin Vokus, Keith Nicholson, Kevin R. Wojtowicz, Laura D. Mosholder, Michelle D. Liwosz, Patricia Schmaltz, Raymond M. Hundley, Shawn Alan Burton, Tracey C. Brown, William O. Walker**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

THE GREAT SEAL OF THE STATE OF MINNESOTA
ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 6th day of March, 2026

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

Please direct bond verifications to surety@intactinsurance.com

MacKenzie
Engineering & Planning, Inc.
1172 SW 30th Street • Suite 500 • Palm City • Florida • 34990
(772) 286-8030 • www.MackenzieEngineeringInc.com

February 19, 2025

City of Port St. Lucie – Public Works Department
C/O: Clyde Cuffy, P.E., Regulatory Division Director
121 SW Port St. Lucie Blvd., Port St. Lucie Blvd., FL 34984
Office: 772-871-7643; Direct: 772-370-8223
Email: ccuffy@cityofpsl.com

Re: Crosstown Parkway Extension Segment 2A Phase 1
City of Port St. Lucie Project No.: P22-020
Port St. Lucie Utility Services Department Project No.: 9-0915-F
Engineer's Certification of Construction Completion

Dear Mr. Cuffy:

I hereby certify the roadway improvements was constructed in accordance with the approved two lane and four lane Roadway Engineering plans dated February 3, 2023 and September 8, 2023, respectively.

Please find attached supporting documents in the Appendix of this report for your Final Acceptance Inspection.

If you have any questions, please do not hesitate to contact Shaun Mackenzie at (772) 286-8030 or shaun@mackenzieengineeringinc.com.

Sincerely,

Shaun MacKenzie

Shaun G. MacKenzie, P.E.
Florida Registration Number 61751
Engineering Business Number 29013

Leah Heinzelmann
Digitally signed by Leah Heinzelmann
Date: 2026.03.11 10:01:48 -04'00'

APPENDIX:

1. Record Drawings

MacKenzie
Engineering & Planning, Inc.
1172 SW 30th Street • Suite 500 • Palm City • Florida • 34990
(772) 286-8030 • www.MackenzieEngineeringInc.com

July 18, 2025

City of Port St. Lucie – Public Works Department
C/O: Clyde Cuffy, P.E., Regulatory Division Director
121 SW Port St. Lucie Blvd., Port St. Lucie Blvd., FL 34984
Office: 772-871-7643; Direct: 772-370-8223
Email: ccuffy@cityofpsl.com

Re: Crosstown Parkway Extension Segment 2A Phase 2
City of Port St. Lucie Project No.: P22-020
Port St. Lucie Utility Services Department Project No.: 9-0915-F
Engineer's Certification of Construction Completion

Dear Mr. Cuffy:

I hereby certify the roadway improvements was constructed in accordance with the approved two lane and four lane Roadway Engineering plans dated February 3, 2023 and September 8, 2023, respectively.

Please find attached supporting documents in the Appendix of this report for your Final Acceptance Inspection.

If you have any questions, please do not hesitate to contact Shaun Mackenzie at (772) 286-8030 or shaun@mackenzieengineeringinc.com.

Sincerely,

Shaun MacKenzie

Shaun G. MacKenzie, P.E.
Florida Registration Number 61751
Engineering Business Number 29013

APPENDIX:

1. Record Drawings

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

June 30, 2025

To: The City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

RE: Crosstown Parkway 2a1 Irrigation
CH# 21-0722
PSL Project No. P22-020
PSLUSD Project No. 9-0915-F

Dear Port St. Lucie Staff,

As the Landscape Architects of Record, Cotleur & Hearing was requested to conduct a irrigation inspection for the Crosstown Parkway 2a1 Segment. We were requested to inspect the irrigation system and certify the completion of the project and overall conformity of the plans and specifications approved by the City of Port St. Lucie.

The landscape inspection was conducted on Friday, June 27, 2025. Our observations conclude that the contractor has executed the irrigation installation in substantial compliance with the plans and specifications. The quality and functionality of the irrigation system is outstanding and provides head-to-head coverage or no overspray.

Based on the above, we hereby certify the landscaping to be in substantial compliance of the approved plans of record. Should you have any questions or need any additional information, please do not hesitate to contact me at 561-406-1007 or Lheinzelmann@cotleur-hearing.com.

Sincerely yours,



Cotleur & Hearing
Leah Heinzelmann, PLA, ASLA

Cotleur & Hearing

LE26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

February 17, 2025

City of Port St. Lucie
Environmental Review
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

RE: Crosstown Parkway (from Village Pkwy to Southern Hills DR) Row Landscape Certification Letter
CH# 25-0103

To Whom it May Concern,

As Landscape Architects of Record, Cotleur & Hearing was requested to conduct a landscape inspection for the Crosstown Parkway (from Village Pkwy to Southern Hills DR) adjacent to the Verano development. We were requested to inspect the landscape material, certify the completion of the project and overall conformity of the plans and specifications approved by the City of Port St. Lucie.

The landscape site inspection was conducted on February 17, 2025. Our observations conclude that the landscape contractor has executed the landscape installation in substantial compliance with the plans and specifications.

Based on the above, we hereby certify the landscaping to be in substantial compliance of the approved plans of record. Should you have any questions or need additional information please feel free to contact me directly.

Very truly yours,
Cotleur & Hearing

Robert Cotleur, ASLA, PLA
Landscape Architect / Principal

ROBERT J. COTLEUR
LICENSE
No 1067
STATE OF
FLORIDA
LANDSCAPE ARCHITECT

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

March 11, 2026

City of Port St. Lucie
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

RE: Crosstown Parkway 2A2
CH# 21-0722
PSL PROJECT NO. P22-020
PSLUD PROJECT NO. 9-0915-F

Dear Port St. Lucie Staff,

As the Landscape Architects of Record, Cotleur & Hearing was requested to conduct a comprehensive inspection of the landscape and irrigation installation for Crosstown Parkway Phase 2A2. Our scope included evaluating the installed landscape and irrigation materials and certifying the project's completion in accordance with the plans and specifications approved by the City of Port St. Lucie.

The landscape and irrigation inspection was performed on Thursday, March 5, 2026. Based on our observations, the landscape contractor has completed the installation in substantial compliance with the approved plans and specifications. The quality of the plant material is superior and generally exceeds the minimum requirements outlined in the contract documents. The irrigation system appears to be properly installed, functional, and consistent with the approved irrigation plans.

Per conversations with City of Port St. Lucie staff, and as directed in email correspondence from Clyde Cuffy and Kaitlynn Larrivee, the developer has removed the landscape material that was identified as obstructing site views. These corrective actions have been completed in accordance with the guidance provided by the City.

Accordingly, we hereby certify that the landscaping and irrigation for Crosstown Parkway Phase 2A2 are in substantial compliance with the approved plans of record. Should you have any questions or require additional information, please do not hesitate to contact me at 561-406-1007 or Lheinzelmann@cotleur-hearing.com.

Sincerely yours,

Leah Heinzelmann, PLA, ASLA
Cotleur & Hearing
1934 Commerce Lane Suite 1
Jupiter, Florida 33458

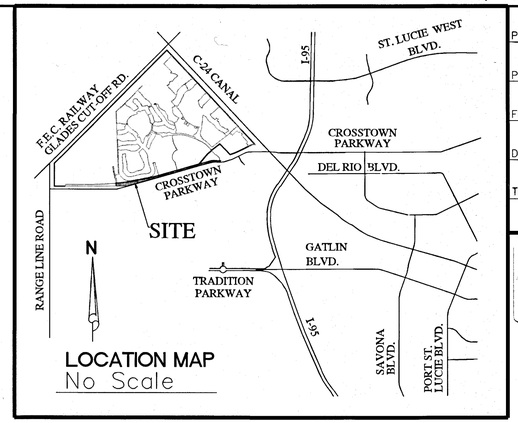
Leah Heinzelmann

Digitally signed by Leah Heinzelmann
Date: 2026.03.11 10:01:48 -04'00'

REGISTERED LANDSCAPE ARCHITECT
LEAH HEINZELMANN
LA 6667580
STATE OF FLORIDA

CROSSTOWN PARKWAY PLAT 2-A

BEING A REPLAT OF A PORTION OF OPEN SPACE TRACT 1,TRADITION PLAT NO. 32,
PLAT BOOK 62, PAGES 5 THROUGH 9, INCLUSIVE, PUBLIC RECORDS OF
ST. LUCIE COUNTY, FLORIDA AND BEING A PORTION OF SECTIONS 4, 5, AND 6, TOWNSHIP 37 SOUTH,
RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA.



LOCATION MAP
No Scale

PLAT BOOK 115
PAGE 13
FILE NO.
DATE
TIME

INSTR # 5175843
P BK 115 Pages 13 - 18
RECORDED 04/05/2023 10:25:06 AM
SAINT LUCIE COUNTY
DEPUTY CLERK TREJOA

DESCRIPTION:

BEING A PORTION OF OPEN SPACE TRACT 1, TRADITION PLAT NO. 32, AS RECORDED IN PLAT BOOK 62, PAGES 5 THROUGH 9, INCLUSIVE OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND A PORTION OF SECTIONS 4, 5, AND 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NUMBER C-24, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SAID CANAL C-24, CHECKED DATED 11/25/58 AND REVISED ON 2/23/59 AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY "FT. PIERCE CUT-OFF" TRACK AS SHOWN ON RIGHT-OF-WAY MAPS, PAGES V.3D/6 AND V.3D/7, DATED FEBRUARY 1, 1960 WITH "TRACK CORRECT" REVISION DATED 4/28/67; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 5069.68 FEET TO A POINT ON THE EAST LINE OF SECTION 30, TOWNSHIP 37 SOUTH, RANGE 39 EAST; THENCE S.04°13'20"E., ALONG SAID EAST LINE OF SECTION 30, A DISTANCE OF 258.80 FEET TO THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 36 SOUTH, RANGE 39 EAST; THENCE S.89°40'25"W., ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 31, A DISTANCE OF 312.01 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 6120.81 FEET; THENCE S.45°13'59"E., A DISTANCE OF 5258.64 FEET TO THE SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH POD G - PLAT NO.5, AS RECORDED IN PLAT BOOK 101, PAGES 34 THROUGH 41, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND THE **POINT OF BEGINNING**, SAID SOUTHWESTERLY CORNER ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THAT WEST VIRGINIA EXTENSION, AS RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, OF SAID PUBLIC RECORDS AND A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 22918.00 AND A RADIAL BEARING OF N.05°53'07"W., AT SAID INTERSECTION; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT-OF-WAY LINE, ALSO THE SOUTH BOUNDARY LINE OF SAID PLAT OF VERANO SOUTH - POD G - PLAT NO.5, THROUGH A CENTRAL ANGLE OF 09°24'31", A DISTANCE OF 3763.37 FEET TO THE SOUTHEAST CORNER OF SAID PLAT AND A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 22918.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 00°41'57", A DISTANCE OF 279.63 FEET TO A POINT OF TANGENCY; THENCE N.74°00'26"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1444.37 FEET TO THE SOUTHWEST CORNER OF VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, AS RECORDED IN PLAT BOOK 92, PAGES 11 THROUGH 30, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE N.74°00'26"E., ALONG THE SOUTH BOUNDARY LINE OF SAID PLAT OF VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, AND SAID NORTH RIGHT-OF-WAY LINE, ALSO THE NORTH RIGHT-OF-WAY LINE OF ADDITIONAL ACQUISITION PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 3569, PAGE 1177, OF SAID PUBLIC RECORDS, A DISTANCE OF 3000.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 1575.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, AND SOUTH BOUNDARY LINE OF SAID PLAT, ALSO THE NORTH RIGHT-OF-WAY LINE OF SAID ADDITIONAL ACQUISITION PARCEL, THROUGH A CENTRAL ANGLE OF 19°32'55", A DISTANCE OF 537.37 FEET TO A POINT OF TANGENCY; THENCE S.86°26'39"E., ALONG THE SOUTH BOUNDARY LINE OF SAID PLAT AND THE NORTH RIGHT-OF-WAY LINE OF SAID ADDITIONAL ACQUISITION PARCEL, A DISTANCE OF 259.29 FEET; THENCE CONTINUE S.86°26'39"E., ALONG THE SOUTHERLY LINE OF ACCESS INGRESS / EGRESS AND UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 3156, PAGE 1262, OF SAID PUBLIC RECORDS, A DISTANCE OF 50.11 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 1325.00 AND A RADIAL BEARING OF N.03°32'43"E., AT SAID INTERSECTION; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY LINE OF ACCESS INGRESS / EGRESS AND UTILITY EASEMENT, THROUGH A CENTRAL ANGLE OF 08°24'27", A DISTANCE OF 194.43 FEET TO A NON-TANGENT INTERSECTION AND A POINT OF CUSP; THENCE S.76°04'00"W., ALONG THE NORTH LINE TRADITION PLAT NO. 32, AS RECORDED IN PLAT BOOK 62, PAGE 5, OF SAID PUBLIC RECORDS, A DISTANCE OF 87.41 FEET; THENCE S.01°21'48"E., A DISTANCE OF 133.44 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 1475.00 AND A RADIAL BEARING OF N.01°10'52"W., AT SAID INTERSECTION; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND THE NORTH LINE OF OPEN SPACE TRACT #1, AS SHOWN ON SAID PLAT OF TRADITION PLAT NO. 32, THROUGH A CENTRAL ANGLE OF 04°44'13", A DISTANCE OF 121.95 FEET TO A POINT OF TANGENCY; THENCE N.86°26'39"W., ALONG SAID NORTH LINE, A DISTANCE OF 309.33 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 1425.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°19'24", A DISTANCE OF 331.36 FEET TO A NON-TANGENT INTERSECTION AND A POINT ON THE NORTH LINE OF O.L. PEACOCK CANAL PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 1745, PAGE 1955, OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING NINE (9) COURSES BEING BY SAID NORTH LINE OF O.L. PEACOCK CANAL PARCEL AND THE SOUTH RIGHT-OF-WAY LINE OF THAT WEST VIRGINIA EXTENSION, AS RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, OF SAID PUBLIC RECORDS: 1) THENCE S.74°54'36"W., ALSO ALONG THE SOUTH LINE OF THAT RIGHT-OF-WAY ACQUISITION PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 3569, PAGE 1177, OF SAID PUBLIC RECORDS, A DISTANCE OF 881.64 FEET; 2) THENCE S.27°11'26"E., A DISTANCE OF 5.60 FEET; 3) THENCE S.74°00'26"W., ALSO ALONG THE SOUTH RIGHT-OF-WAY LINE OF THAT ADDITIONAL ACQUISITION PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 3569, PAGE 1172, OF SAID PUBLIC RECORDS, A DISTANCE OF 99.38 FEET; 4) THENCE N.38°44'44"E., A DISTANCE OF 1.02 FEET; 5) THENCE S.74°00'26"W., A DISTANCE OF 1625.09 FEET; 6) THENCE S.34°54'59"W., A DISTANCE OF 16.17 FEET; 7) THENCE S.74°35'02"W., A DISTANCE OF 625.46 FEET; 8) THENCE S.74°05'51"W., A DISTANCE OF 4615.46 FEET; 9) THENCE N.89°58'45"W., A DISTANCE OF 1001.78 FEET; THENCE N.00°01'15"E., A DISTANCE OF 258.62 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF THAT WEST VIRGINIA EXTENSION, AS RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 22918.00 FEET AND A RADIAL BEARING OF N.05°33'35' W., AT SAID INTERSECTION; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 00°19'31", A DISTANCE OF 130.15 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 1,847,291 SQUARE FEET OR 42.408 ACRES, MORE OR LESS.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
COUNTY: St. Lucie

KNOW ALL MEN BY THESE PRESENTS THAT CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA,, OWNER OF THE LAND DESCRIBED AND PLATTED HEREIN AS CROSSTOWN PARKWAY PLAT 2-A, HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1, TRACT "R-1", SHOWN HEREON AS CROSSTOWN PARKWAY, IS HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, FOR THE BENEFIT OF THE PUBLIC, FOR ROAD RIGHT-OF-WAY, DRAINAGE AND UTILITIES, AND SHALL BE THE MAINTENANCE RESPONSIBILITY OF THE CITY OF PORT ST. LUCIE, FLORIDA.

IN WITNESS WHEREOF, THE CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION OF THE STATE OF FLOR'DA, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MAYOR THIS 27th DAY OF March, 2023.

WITNESS

Bryan Parkhurst
(PRINT NAME OF WITNESS)

WITNESS

Jasmin DeFreese
(PRINT NAME OF WITNESS)

CITY OF PORT ST. LUCIE,
A MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA

BY:

NAME: SHANNON M. MARTIN
TITLE: MAYOR

DEDICATION ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE FOREGOING CERTIFICATE OF DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS DAY 27th OF March, 2023, BY SHANNON M. MARTIN, MAYOR, ON BEHALF OF THE CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION, WHO ☑ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: December 20, 2025

NOTARY PUBLIC

PRINT NAME: Calleigh Nazario

CALLEIGH NICOLE NAZARIO NOTARY PUBLIC MY COMMISSION EXPIRES 12-20-2025 STATE OF FLORIDA COMMISSION NUMBER HH 282107

CALLEIGH NICOLE NAZARIO NOTARY PUBLIC MY COMMISSION EXPIRES 12-20-2025 STATE OF FLORIDA COMMISSION NUMBER HH 282107

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY: PALM BEACH

THE UNDERSIGNED, ROBERT M. GRAHAM, DULY LICENSED IN THE STATE OF FLORIDA, PURSUANT TO SECTION 177.041(3), FLORIDA STATUTES, DOES HEREBY CERTIFY THAT, BASED ON TITLE REPORT BY ATTORNEYS' TITLE SERVICES, DATED AS OF THE 24th DAY OF FEBRUARY, 2023:

(A.) THE RECORD TITLE TO THE LANDS AS DESCRIBED AND SHOWN HEREON IS IN THE NAME OF THE CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, THE ENTITY EXECUTING THE DEDICATION.
(B.) ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD, ENCUMBERING THE LANDS DESCRIBED HEREON ARE LISTED AS FOLLOWS: THERE ARE NO MORTGAGES OF RECORD
(C.) PURSUANT TO THE FLORIDA STATUTE SECTION 197.192, ALL TAXES HAVE BEEN PAID THROUGH THE YEAR 2022.
(D.) ALL ASSESSMENTS AND OTHER ITEMS HELD AGAINST SAID LAND HAVE BEEN SATISFIED.
(E.) THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: THIS 1st DAY OF MARCH, 2023.

BY: Robert M. Graham

NAME: ROBERT M. GRAHAM

TITLE: LAWYER

APPROVAL OF CITY COUNCIL

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE CITY OF PORT ST. LUCIE HEREBY ACCEPTS THE DEDICATIONS TO THE CITY, AS SHOWN HEREON AND CERTIFIES THAT THIS PLAT OF CROSSTOWN PARKWAY PLAT 2A, HAS BEEN OFFICIALLY APPROVED FOR RECORDING BY THE CITY COUNCIL OF PORT ST. LUCIE, FLORIDA, THIS 27th DAY OF March, 2023.

CITY COUNCIL
CITY OF PORT ST. LUCIE

SHANNON M. MARTIN, MAYOR

ATTEST:

For - SALLY WALSH, CITY CLERK

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1, FLORIDA STATUTES, BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED OR UNDER CONTRACT WITH THE CITY OF PORT ST. LUCIE, FLORIDA.

CERTIFICATION OF APPROVAL CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, MICHELLE R. MILLER , CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED, AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 115, PAGE(S) 13-18 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS 5th DAY OF April, 2023.

By Deputy Clerk

MICHELLE R. MILLER
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

NOTE

THIS PLAT HAS BEEN REVIEWED FOR COMFORMITY TO CHAPTER 177, PART 1 FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF PORT ST. LUCIE.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN ARE BASED ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILWAY, "FT. PIERCE CUT-OFF" TRACK AS SHOWN ON THE RIGHT-OF-WAY MAP, PAGES V.3D/6 AND V.3D/7, DATED FEBRUARY 1, 1960 WITH "TRACK CORRECT" REVISION DATED 4/26/67, WHICH BEARS SOUTH 44°46'01" WEST. ALL BEARINGS BEING RELATIVE THERETO.

2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

3. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY.

SURVEYOR & MAPPER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.S") HAVE BEEN PLACED AS REQUIRED BY LAW, AND THAT PERMANENT CONTROL POINTS ("P.C.P.S"), AND MONUMENTS ACCORDING TO SEC. 177.091(9), F.S., WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY COUNCIL OF PORT ST. LUCIE FOR THE REQUIRED IMPROVEMENTS; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA, THIS 1 DAY OF MARCH, 2023.

GARY A. RAGER, P.S.M.
LICENSE NO. LS4828
STATE OF FLORIDA

THIS INSTRUMENT PREPARED BY
GARY A. RAGER, P.S.M.
LS4828 STATE OF FLORIDA.
GEOPOINT SURVEYING, INC.
4152 WEST BLUE HERON BOULEVARD, SUITE 105,
RIVIERA BEACH, FLORIDA 33404.
CERTIFICATE OF AUTHORIZATION NO. LB7768

CITY OF PORT ST. LUCIE

CLERK OF THE COURT

SURVEYOR'S SEAL

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

CROSSTOWN PARKWAY PLAT 2-A

BEING A REPLAT OF A PORTION OF OPEN SPACE TRACT 1,TRADITION PLAT NO. 32, PLAT BOOK 62, PAGES 5 THROUGH 9, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING A PORTION OF SECTIONS 4, 5, AND 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA.

PLAT BOOK 115
PAGE 14
FILE NO.
DATE
TIME

POINT OF COMMENCEMENT
INTERSECTION OF THE SOUTHWESTERLY R/W LINE OF THE S.F.W.M.D. CANAL C-24 AND THE SOUTHEASTERLY R/W LINE OF THE FLORIDA EAST COAST RAILWAY FOUND 4"x4" C.M. STAMPED "HEI"

SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY

SOUTHWESTERLY RIGHT-OF-WAY LINE OF S.F.W.M.D. CANAL C-24

S.F.W.M.D. CANAL C-24
AS SHOWN ON THE RIGHT-OF-WAY MAP OF SAID CANAL C-24 CHECKED DATE 11-25-59 AND REVISED 2-23-59

S 44°46'01" W 5069.68'

S 04°13'20" E 258.80'

EAST LINE OF SEC. 30, TWP 37 S, RGE 39 E

NORTHEAST CORNER OF SEC. 31, TWP 36 S, RGE 39 E

SOUTH LINE OF S.E. 1/4 SEC. 30, TWP 36 S, RGE 39 E
NORTH LINE OF N.E. 1/4 SEC. 31, TWP 36 S, RGE 39 E

S 89°40'25" W 312.01'

SOUTHEASTERLY LINE OF FLORIDA POWER AND LIGHT EASEMENT (O.R.B. 348, PG. 993)

"FT. PIERCE CUT-OFF" TRACK AS SHOWN ON RIGHT-OF-WAY MAPS, PAGES V-30/6 AND V-30/7, DATED FEBRUARY 1, 1960 WITH "TRACK CORRECT" REVISION DATED 4/26/67

GLADES CUT-OFF ROAD

WEST LINE OF N.W. 1/4 SEC. 32, TWP 36 S, RGE 39 E

EAST LINE OF N.E. 1/4 SEC. 31, TWP 36 S, RGE 39 E

SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY **BASIS OF BEARING**

S44°46'01"W 6120.81'

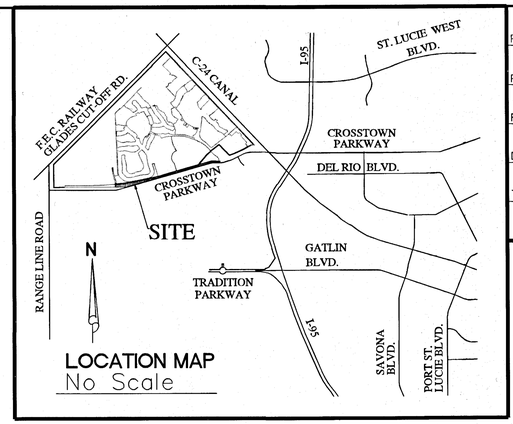
S44°46'01"W 7402.49' (TOTAL)

660.00'

SOUTHEASTERLY LINE OF FLORIDA POWER AND LIGHT EASEMENT (O.R.B. 348, PG. 993)

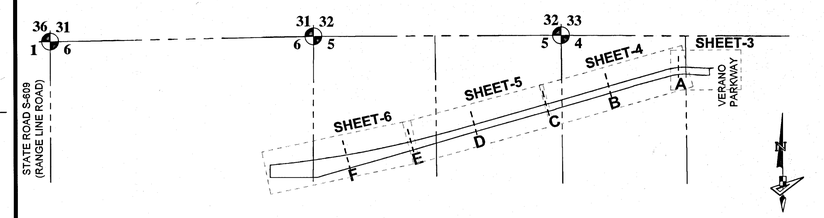
1000 500 0 500 1000

SCALE: 1" = 500'



LOCATION MAP
No Scale

KEY MAP
(NOT TO SCALE)



S 45°13'59" E 5058.64'

N5°33'35"W (RADIAL)

N5°53'07"W (RADIAL)

POINT OF BEGINNING-
SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH - POG G - PLAT NO. 5 (P.B. 101, PG(s). 34-41)

NORTH RIGHT-OF-WAY LINE OF WEST VIRGINIA EXTENSION A.K.A. CROSSTOWN PARKWAY (O.R.B. 2186, PG. 548)

SOUTHEAST CORNER OF VERANO SOUTH - POG G - PLAT NO. 5 (P.B. 101, PG(s). 34-41)

R=22918.00'
L=130.15'
D=0°19'31"

R=22918.00'
L=3763.37'
D=9°24'31" (TOTAL)

D=3°09.25"
L=1262.80'

D=3°05'40"
L=1237.72'

1107.44'

S74°05'51"W

4615.46' (TOTAL)

1200.58'

N89°58'45"W 1001.77'

N00°01'15"E 258.62'

UNPLATTED

UNPLATTED

UNPLATTED

NORTH RIGHT-OF-WAY LINE OF WEST VIRGINIA EXTENSION A.K.A.CROSSTOWN PARKWAY (O.R.B. 2186, PG. 548)

WEST VIRGINIA EXTENSION A.K.A.CROSSTOWN PARKWAY (O.R.B. 2186, PG. 548)

SOUTH RIGHT-OF-WAY LINE OF WEST VIRGINIA EXTENSION A.K.A.CROSSTOWN PARKWAY (O.R.B. 2186, PG. 548)

WESTERN GROVE PLAT NO.2 ALLAPATTAH SUBSTATION (P.B. 58, PG. 12)

EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED 11/5/64 AND REVISED ON JANUARY 1965

EAST LINE OF SEC. 1, TWP 37 S, RGE 39 E
WEST LINE OF SEC 6, TWP 37 S, RGE 39 E.

S00°01'15"W 2756.15'

S00°08'55"E 156.96'

STATE ROAD S-609 (RANGE LINE ROAD)

SOUTH LINE OF SEC. 31, TWP 36 S, RGE 39 E
NORTH LINE OF SEC. 6, TWP 37 S, RGE 39 E

SOUTH LINE OF S.W. 1/4 SEC. 32, TWP 36 S, RGE 39 E
NORTH LINE OF N.W. 1/4 SEC. 5, TWP 37 S, RGE 39 E

EAST LINE OF SEC. 6, TWP 37 S, RGE 39 E
WEST LINE OF SEC. 5, TWP 37 S, RGE 39 E

EAST LINE OF S.E. 1/4 SEC. 31, TWP 36 S, RGE 39 E
WEST LINE OF S.W. 1/4 SEC. 32, TWP 36 S, RGE 39 E

EAST LINE OF N.W. 1/4 SEC. 5, TWP 37 S, RGE 39 E
WEST LINE OF N.E. 1/4 SEC. 5, TWP 37 S, RGE 39 E

SOUTH LINE OF N.W. 1/4 SEC. 5, TWP 37 S, RGE 39 E

NORTH LINE OF S.W. 1/4 SEC. 5, TWP 37 S, RGE 39 E

SOUTH BOUNDARY LINE OF VERANO SOUTH - POG G - PLAT NO. 1, THE NORTH RIGHT-OF-WAY LINE OF WEST VIRGINIA EXTENSION AND NORTH RIGHT-OF-WAY LINE OF (PER O.R.B. 3569, PG. 1177)

SOUTH/WEST CORNER OF VERANO SOUTH - POG G - PLAT NO. 1 (P.B. 92, PG(s). 11-30)

R=22918.00'
L=279.63'
D=0°41'57"

N74°00'26"E 1000.00'

44.37'

1400.00'

1444.37' (TOTAL)

1200.00'

825.09'

3000.00'

1625.09'

S74°00'26"W

S34°54'59"W 16.17'

S74°35'02"W 625.46'

N38°44'44"E 1.02'

S74°00'26"W 99.38'

S27°11'26"E 5.60'

SOUTH R/W LINE OF ACQUISITION PARCEL (O.R.B. 3569, PG. 1172)

TRADITION - PLAT No. 28 (P.B. 45, PG. 24)

N86°26'39"W 309.33'

NORTH LINE OF O.S.T 1, TRADITION PLAT NO. 32 (P.B. 62, PG.(s). 5-9)

TRADITION PLAT NO. 32 (P.B. 62, PG. 5)

VILLAGE PARKWAY (P.B. 62, PG. 5)

EAST LINE OF N.W. 1/4 SEC. 4, TWP 37 S, RGE 39 E
WEST LINE OF N.E. 1/4 SEC. 4, TWP 37 S, RGE 39 E

TRACT "CA-56" VERANO SOUTH - POD E - PLAT NO.1 (P.B. 96, PG(s). 23-26)

VERANO PARKWAY TRACT "R-1" (P.B. 91, PG(s). 9-14)

TRACT R-32 CROSSTOWN PARKWAY (P.B. 62, PG. 5)

TRACT "CA-6" VERANO SOUTH - P.U.D. 1 POD C - PLAT NO.1 (P.B. 78, PG(s). 24-31)

VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1 (P.B. 92, PG(s). 11-30)

POD 2 (P.B. 92, PG(s). 11-30)

POD 3 (P.B. 92, PG(s). 11-30)

SOUTH LINE OF S.W. 1/4 SEC. 33, TWP 36 S, RGE 39 E
NORTH LINE OF N.W. 1/4 SEC. 4, TWP 37 S, RGE 39 E

EAST LINE OF N.E. 1/4 SEC. 5, TWP 37 S, RGE 39 E
WEST LINE OF N.W. 1/4 SEC. 4, TWP 37 S, RGE 39 E

N3°32'43"E (RADIAL)

S86°26'39"E 50.11'

S86°26'39"E 259.29'

R=1575.00'
L=537.37'
D=19°32'55"

R=1325.00'
L=194.43'
D=8°24'27"

S76°04'00"W 87.41'

S01°21'48"E 133.44'

N1°10'52"W (RADIAL)

R=1475.00'
L=121.95'
D=4°44'13"

SOUTH BOUNDARY LINE OF VERANO SOUTH - POG G - PLAT NO. 1 AND NORTH RIGHT-OF-WAY LINE OF (PER O.R.B. 3569, PG. 1177)

1000.00'

S74°54'36"W 881.64'

R=1425.00'
L=331.36'
D=13°19'24"

4444.37' (TOTAL)

1000.00'

800.00'

1000.00'

LEGEND

P.B.	Plat Book	U.E.	Utility Easement	C	Chord	LB	Licensed Business
O.R.B.	Official Records Book	℄	Centerline	CB	Chord Bearing	■	Indicates (PRM) Permanent Reference Monument—4"x4" Concrete Monument LB7768 (Unless Otherwise Noted)
Pg(s).	Page(s)	WMT	Stormwater Management Tract	C.M.	Concrete Monument	□	Indicates found (PRM) Permanent Reference Monument—4"x4" Concrete Monument LB7768 (Unless Otherwise Noted)
S.F.W.M.D.	South Florida Water Management District	R/W	Right-of-Way	A.K.A.	Also Known As	●	Indicates (PCP) Permanent Control Point LB7768
A.E.	Access Easement	P.U.D.	Planned Unit Development	FPL	Florida Power and Light	SEC-TWP-RGE	Section-Township-Range
C.U.E.	City Utility Easement	R	Radius	P.T.	Point of Tangency	◆	Section Corner
D.E.	Drainage Easement	L	Arc Length	P.C.	Point of Curvature		
L.M.E.	Lake Maintenance Easement	D	Delta-Central Angle	N.T.I.	Non-Tangent Intersection		

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PSLUSD # 9-0915-F

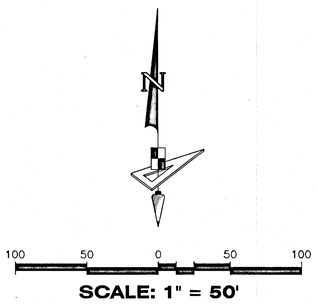
CITY OF PORT ST. LUCIE PROJECT NO. (P22-020)

SHEET 02 OF 06 SHEETS

CROSSTOWN PARKWAY PLAT 2-A

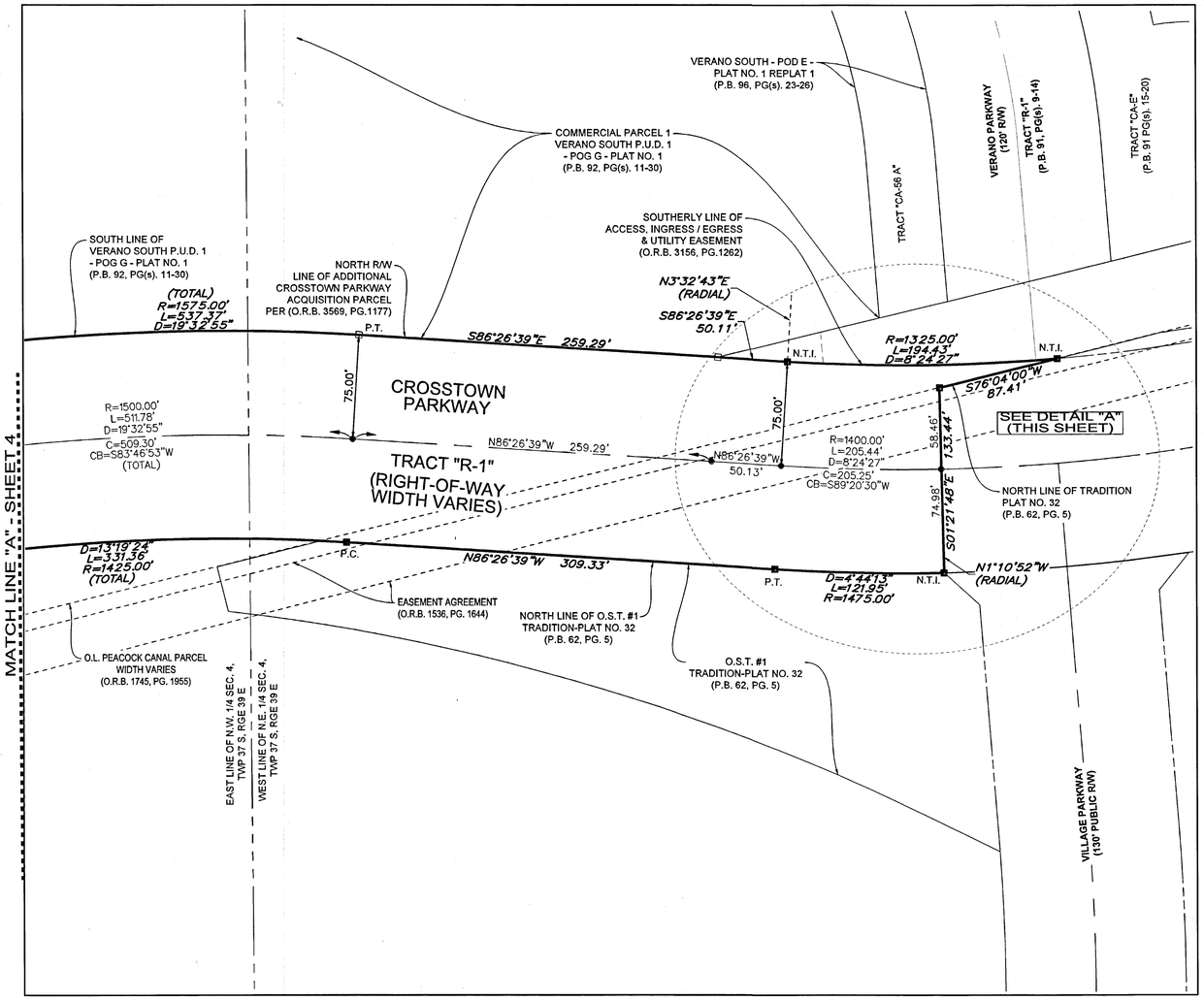
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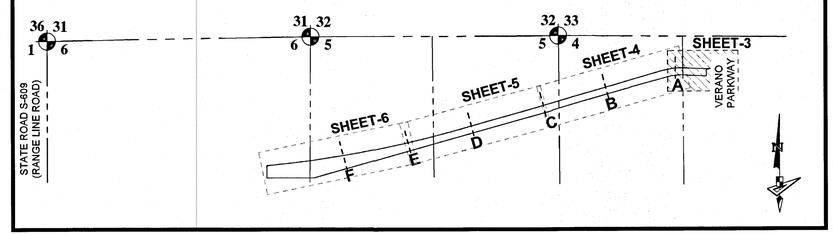


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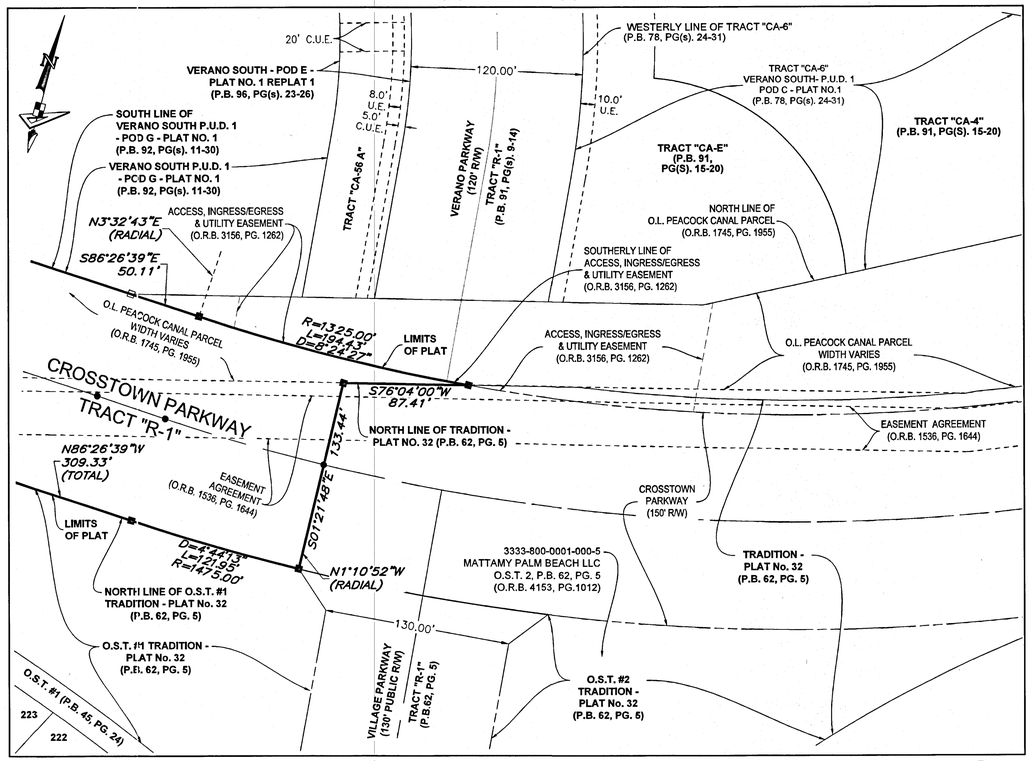
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KEY MAP
(NOT TO SCALE)



DETAIL "A"
SCALE: 1"=50'



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PSLUSD # 9-0915-F

CITY OF PORT ST. LUCIE PROJECT NO. (P22-020)

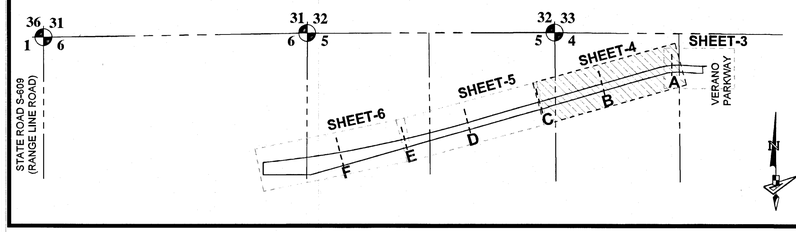
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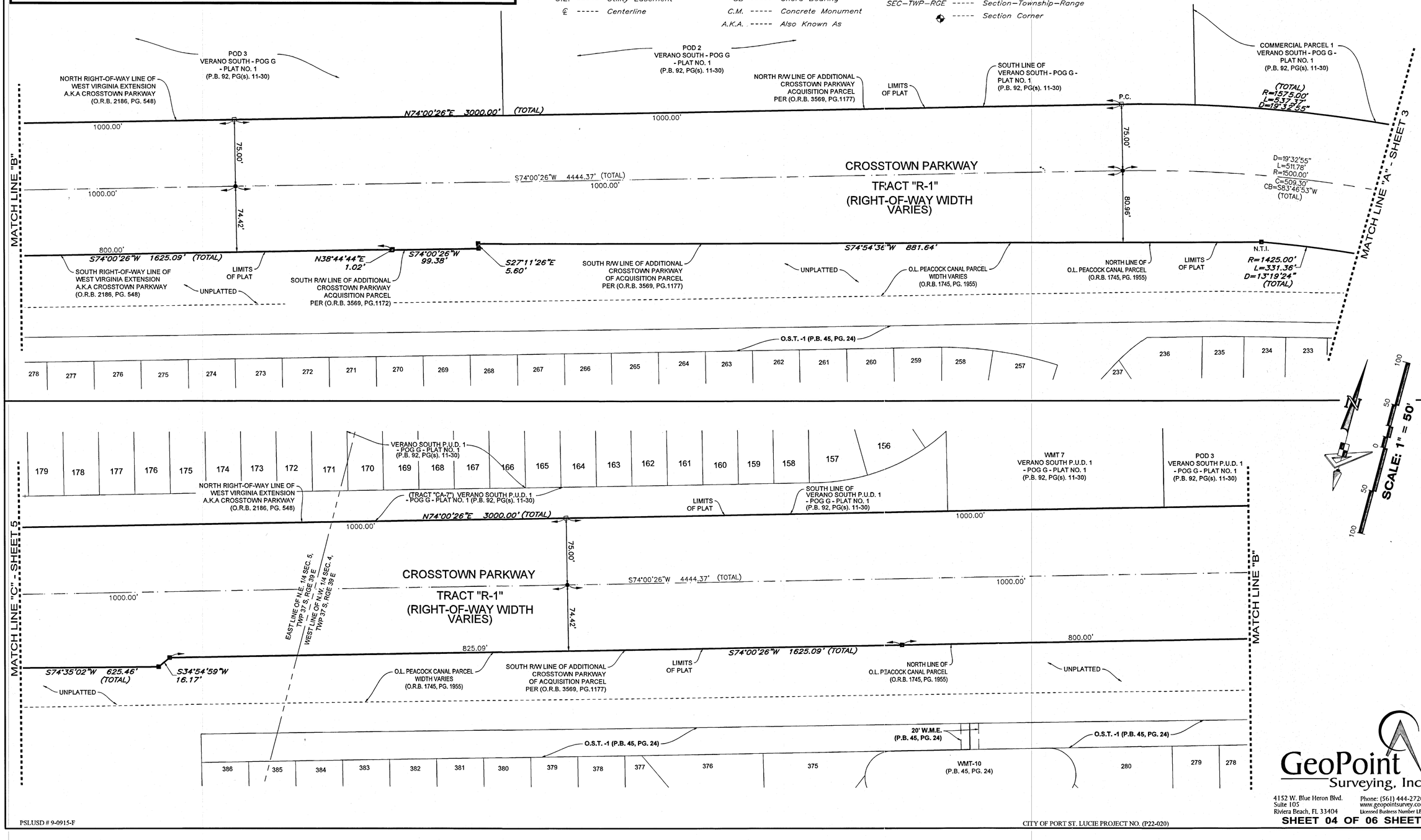
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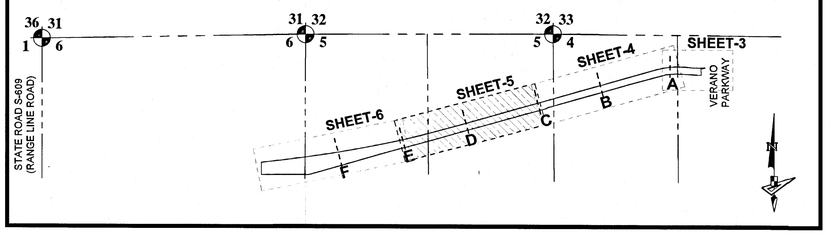
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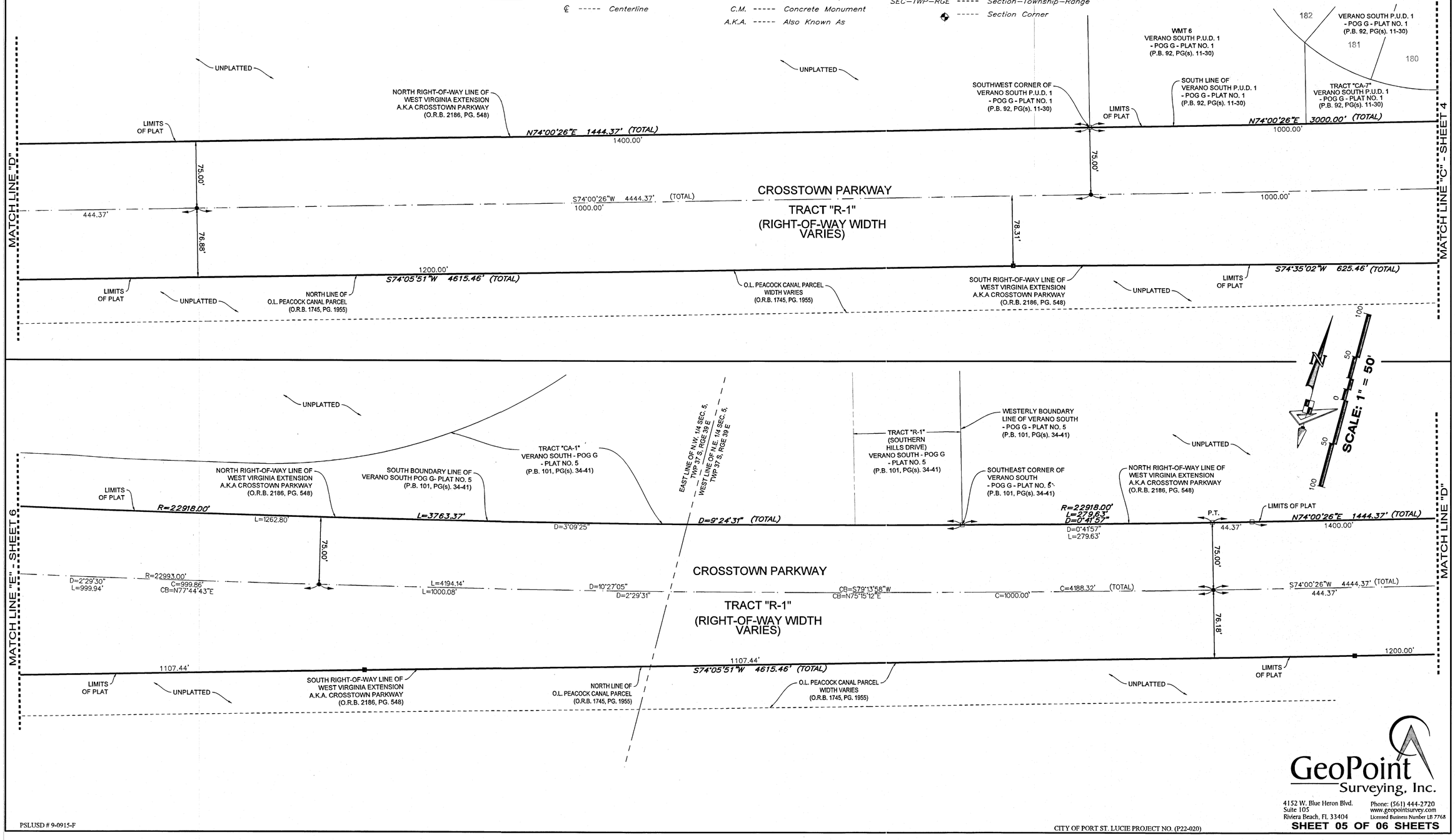
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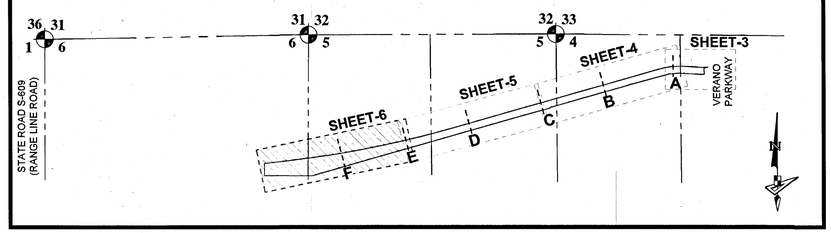
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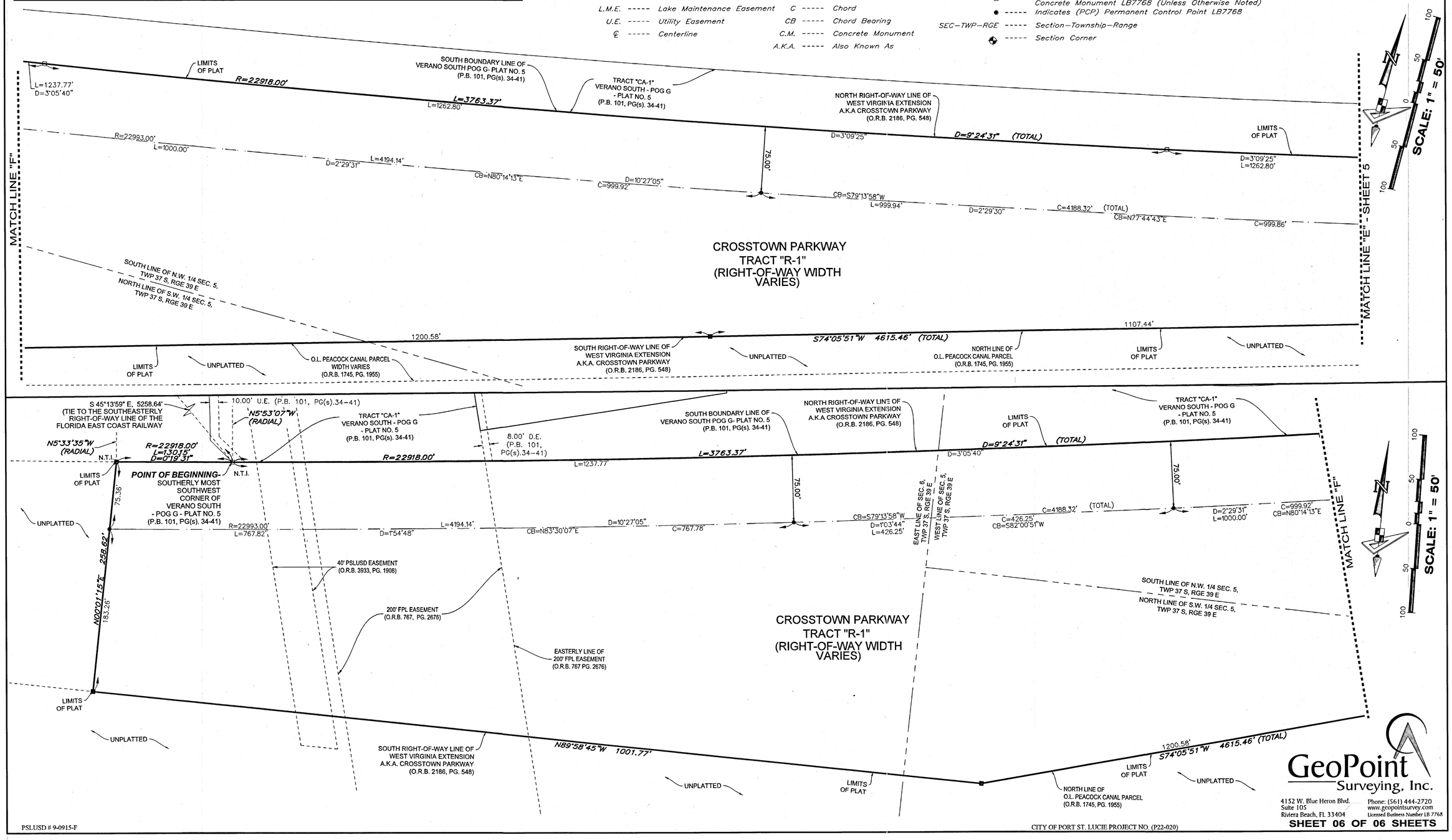
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SHEET 06 OF 06 SHEETS

Central Park
St. Lucie

February 10, 2026

City of Port St. Lucie
C/O: Clyde Cuffy, P.E., Regulatory Division Director
121 SW Port St. Lucie Blvd., Port St. Lucie Blvd., FL 34984
Office: 772-871-7643; Direct: 772-370-8223
Email: ccuffy@cityofpsl.com

Re: Crosstown Parkway Extension Segment 2A Phase 1
City of Port St. Lucie Project No.: P22-020
Port St. Lucie Utility Services Department Project No.: 9-0915-F
Developer's Request for CPSL Acceptance

Dear Mr. Cuffy:

This letter serves as a formal request for the City of Port St. Lucie to accept ownership and maintenance responsibility for the public improvements associated with ***Crosstown Parkway Extension Segment 2A Phase 1***.

The roadway improvements were constructed in accordance with the approved two lane and four lane Roadway Engineering plans dated February 3, 2023 and September 8, 2023, respectively. The Pre-turnover documents have been reviewed and accepted by the Public Works department.

We request that the City schedule this project for the next available City Council meeting for formal acceptance.

Sincerely,

James Harvey
Authorized Signatory
DK Central Park LLC

Central Park
St. Lucie

February 10, 2026

City of Port St. Lucie
C/O: Clyde Cuffy, P.E., Regulatory Division Director
121 SW Port St. Lucie Blvd., Port St. Lucie Blvd., FL 34984
Office: 772-871-7643; Direct: 772-370-8223
Email: ccuffy@cityofpsl.com

Re: Crosstown Parkway Extension Segment 2A Phase 2
City of Port St. Lucie Project No.: P22-020
Port St. Lucie Utility Services Department Project No.: 9-0915-F
Developer's Request for CPSL Acceptance

Dear Mr. Cuffy:

This letter serves as a formal request for the City of Port St. Lucie to accept ownership and maintenance responsibility for the public improvements associated with ***Crosstown Parkway Extension Segment 2A Phase 2***.

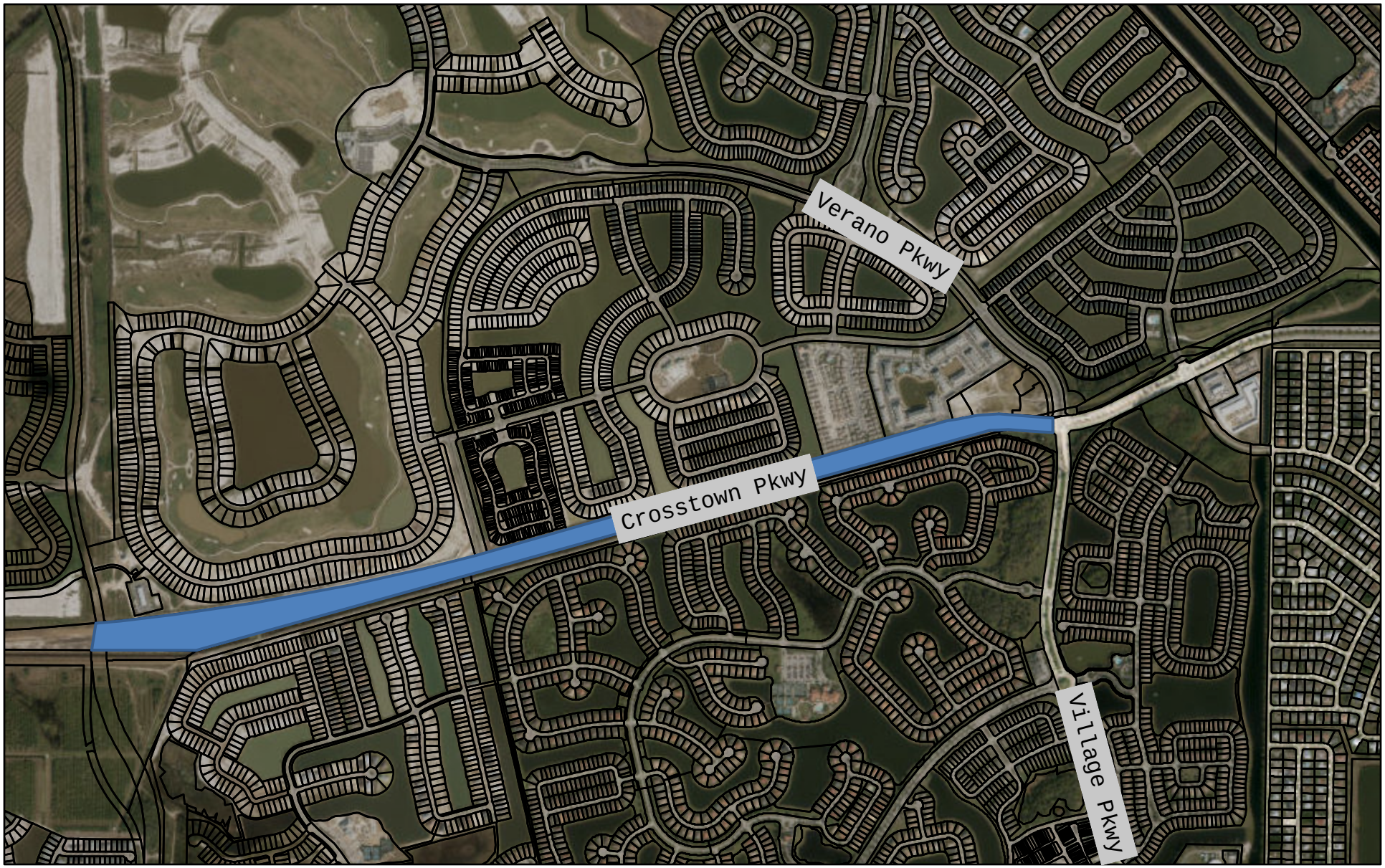
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Sincerely,

James Harvey
Authorized Signatory
DK Central Park LLC

Roadway Turnover - Crosstown Parkway Extension, Seg 2A



3/11/2026, 1:51:27 PM

Parcels

1:18,056

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State of Florida, Vantor

MEMORANDUM

TO: JESUS MERJO, ICMA-CM – CITY MANAGER

THRU: KEVIN MATYJASZEK – UTLITY SYSTEMS DIRECTOR AND SPECIAL ASSISTANT TO THE CITY MANAGER

FROM: COLT SCHWERDT, P.E. – PUBLIC WORKS DIRECTOR & CITY ENGINEER CS

DATE: March 11, 2026

SUBJECT: REQUEST FOR ROADWAY TURNOVER – CROSSTOWN PARKWAY EXTENSION SEGMENT 2A FROM VILLAGE PARKWAY TO SUNDANCE VISTA BOULEVARD

City Council and the Public Works Department received a certified letter (attached) and turnover package dated February 10, 2026 from James Harvey of DK Central Park, LLC. requesting the City to take over the ownership and maintenance of the roadways and infrastructure described below. The turnover package included compaction and density test results, record drawings, approved final plat, certification of completion in conformance with approved plans from the Engineer of Record (MacKenzie Engineering & Planning, Inc.), and Bill of Sale for the roadway. The subject roadway is described below.

- A portion of Crosstown Parkway from STA 145+91 to 251+60 described as Crosstown Parkway Extension, Segment 2A, 10,569 total linear feet of roadway or otherwise described as Crosstown Parkway Extension.

Construction Status and Cost: DK Central Park, LLC has constructed four (4) lanes of Crosstown Parkway Extension from just east of Village Parkway, west to Sundance Vista Boulevard. The Public Works Department inspectors made visual inspections of the work during construction and conducted the final inspections on February 18, 2026. All inspection punch list items have been addressed to the satisfaction of the Engineer of Record and the Public Works Department. Based upon the cost breakdown provided by MacKenzie Engineering & Planning, Inc., the total construction cost for this roadway was $15,304,388.17.

Plats: Crosstown Parkway Extension Segment 2A was dedicated to the City of Port St. Lucie for ownership and maintenance and recorded in Plat Book 115 Pages 13 to 18.

Recommendation of Public Works Department: Based upon the Public Works Department review of the turnover documentation, our files, and the certification of the Engineer of Record, it appears that the roadways have been constructed in conformance with the approved plans and to City standards. Following the recent wave of cold fronts and freeze warnings, some landscaping has been impacted. The developer proposes to monitor the landscaping for one (1) to two (2) months to replace any that do not recover from the freeze damage and follow up with a one (1) year warranty on all landscaping. Public Works recommend the roadway is accepted for ownership and maintenance by the City, the developer replaces any landscaping that does not recover from the freeze following the initial two (2) month monitoring period, and the maintenance period is observed for at least one (1) year following acceptance of the roadway.

A maintenance guarantee for one year is typical for this type of facility and has been provided. Per City Code 156.146, the value of the maintenance guarantee is a value up to 15% of the total construction cost. A Maintenance bond in the amount of $2,295,658.23 has been provided for this portion of Crosstown Parkway Extension. Public Works recommends a maintenance period of one year from the date of City Council's acceptance.

Requested Action: We respectfully request that this issue is placed on the next available City Council agenda for review and consideration by the Council. In accordance with the City Code 156.148 (E), *…the City Council shall either approve, partially approve, or reject the improvements on the basis of the report of the City Engineer, and shall notify the developer in writing, by certified mail, of the contents of the report and the action not later than forty-five (45) days after receipt of the notice from the developer of the completion of the improvements. Failure of the governing body to send or provide such notification to the developer within forty-five (45) days shall be deemed to constitute approval of the improvements, and the obligor and surety, if any, shall be released from all liability pursuant to such performance guarantee for such improvements.* Based upon a receipt date of February 10, 2026, a notice needs to be sent to the developer by no later than Friday, March 27, 2026.

Resolution: Attached is a copy of a resolution prepared by staff and reviewed and accepted by the Legal Department in fulfillment of City Code 156.150 requirement for a resolution.

Should you have any questions or need further information, please do not hesitate to contact me or Clyde Cuffy at ext. 7643 .

cac
Enclosure

Cc: Richard Berrios – City Attorney
Diana Spriggs, P.E. – Assistant Public Works Director
John Dunton – Deputy Director of Public Works
Clyde Cuffy, P.E. – Regulatory Division Director
John Kwasnicki – Inspections Manager
File – P22-020

MEMORANDUM

TO: JESUS MEREJO, ICMA-CM – CITY MANAGER

THRU: KEVIN MATYJASZEK – UTLITY SYSTEMS DIRECTOR AND SPECIAL ASSISTANT TO THE CITY MANAGER

FROM: COLT SCHWERDT, P.E. – PUBLIC WORKS DIRECTOR & CITY ENGINEER CS

DATE: March 11, 2026

SUBJECT: SUBSTANTIAL COMPLETION INSPECTIONS FOR ROADWAY TURNOVER – CROSSTOWN PARKWAY EXTENSION SEGMENT 2A (P22-020) FROM VILLAGE PARKWAY TO SUNDANCE VISTA BOULEVARD

City Council and Public Works Department received a certified letter and turn-over package dated February 10, 2026 from James Harvey of DK Central Park, LLC. The turnover package included compaction and density test results, record drawings, approved final plat, certification of completion and conformance with approved plans from the Engineer of Record.

Construction Inspection Status: Prior to the roadway turnover request, Crosstown Parkway Extension Segment 2A had a final inspection on September 29, 2025 where a punch list of items was created. A follow up final inspection was conducted on February 18, 2026 at which point all punch list items were confirmed as satisfied. Public Works Environmental Division completed inspection on February 13, 2026 and found some landscaping was impacted by the recent freeze that occurred in January and February, 2026. The developer proposes to monitor the landscaping for one (1) to two (2) months to replace any plantings that do not recover from the freeze damage and follow up with a one (1) year warranty on all landscaping.

Should you have any questions or need further information, please do not hesitate to contact me or Clyde Cuffy at ext. 7643.

cac
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Cc: Richard Berrios – City Attorney
Diana Spriggs, P.E. – Assistant Public Works Director
John Dunton – Deputy Director of Public Works
Clyde Cuffy, P.E. – Regulatory Division Director
John Kwasnicki – Inspections Manager
File – P22-020

Agenda Summary

2026-284

Agenda Date: 3/23/2026 **Agenda Item No.:** 11.e

Placement: Resolutions

Action Requested: Motion / Vote

Resolution 26-R25, Florida Inland Navigation District Waterways Assistance Grant FY 2025-2026

Submitted By: Calvin King, Jr. Project Manager - Parks & Recreation

Strategic Plan Link: The City's Goal to enjoy culture, nature and fun activities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Calvin King, Jr., Parks and Recreation
2. Parties: City of Port St. Lucie and Florida Inland Navigation District
3. Purpose: Improve public access to the St. Lucie River and waterfront boardwalk system by expanding parking, enhancing ADA accessibility, and adding amenities at Bridge Plaza within the Port District.
4. New/Renewal/Modified: New
5. Duration: Project kick-off October 2026 with completion by September 2027
6. Benefits to Port St. Lucie: The project strengthens safe, reliable public access to the waterfront while improving circulation, accessibility, and visitor experience. It also supports increased community use of the Port District and enhances access to the St. Lucie River.
7. Cost to Port St. Lucie (Annual and Potential): $325,000 CIP Fund, $325,000 FIND Grant funding, $650,000 total.

Presentation Information: Calvin King, Jr., Project Manager, Parks and Recreation, will provide a presentation, if requested.

Staff Recommendation: Move that the Council approve the Florida Inland Navigation District Waterways Assistance Grant Resolution and direct City Attorney to obtain any necessary services to provide a complete Attorney’s Certification of Title.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the resolution.

2. Move that the Council not approve the resolution and provide staff additional direction.

Background: The City's boardwalk system provides residents with access to walking, fishing, wildlife viewing, and other waterfront recreation along the St. Lucie River, making it one of the Port District's most valued public amenities. The City recently closed on the Bridge Plaza outparcel property, creating an opportunity to improve public access to the boardwalk system and surrounding waterfront areas.

Staff have developed two conceptual layouts for improvements at the Bridge Plaza outparcel that will expand parking capacity and enhance visitor amenities. Design is anticipated to begin in FY 2026 with construction expected to begin in FY 2027.

Proposed amenities-including a modern restroom facility, shaded seating areas, and clearly designated ADA-compliant parking and accessible routes-will make visits more comfortable, inclusive, and convenient. These improvements will enhance accessibility, support multigenerational use, and ensure that residents and visitors of all abilities can fully enjoy the City's waterfront and boardwalk system.

The City of Port St. Lucie is seeking FIND funding to assist with maximizing parking capacity and constructing amenities that encourage greater use of the boardwalk and waterfront facilities.

Previous FIND-funded projects awarded to the City include:

FY 2017/18 - $69,702 for Riverwalk Boardwalk Part 1 Construction (SL-PSL-17-62)

FY 2018/19 - $400,000 for Riverwalk Boardwalk Extension Part 2 (SL-PSL-18-64)

FY 2019/20 - $400,000 for Riverwalk Park Boardwalk Extension Phase IIa (SL-PSL-19-66)

FY 2020/21 - $36,000 for Rivergate Canal Boat Ramp Dredging Phase I (SL-PSL-20-68)

FY 2021/22 - $235,850 for Boardwalk Under Port St. Lucie Bridge Phase IIb (SL-PSL-21-71)

FY 2022/23 - $225,100 for Boardwalk Under Port St. Lucie Bridge Phase IIb-Part 2 (SL-PSL-22-74)

FY 2023/24 - $400,000 for Upland Trails-River Boardwalk South Connection Phase I (SL-PSL-23-75)

FY 2024/25 - $180,000 for Veterans Park at Rivergate Parking Reconfiguration (SL-PSL-24-80)

Issues/Analysis: The application for funding assistance was prepared by City staff. The application was submitted by the March 4, 2026, deadline and the resolution Attorney's certification of title contained herein is required to be submitted to FIND upon City Council approval by May 28, 2026.

Financial Information: The cost for construction of Bridge Plaza amenities and parking lot reconfiguration is estimated to be $650,000. For FY 2025-26, the City is requesting $325,000 in funding assistance from FIND. Funding has been included in the City's CIP budget.

Special Consideration: Continued investment and development of The Port District

Location of Project: SE Port St. Lucie Blvd (Parcels **4410-503-0006-000-7 & 4410-503-0003-000-6)** Port St.

Lucie, FL 34952

Attachments:

1. Resolution of Grant Assistance 2026 (E-5)
2. Attorney's Certification of Title (E-6)
3. Site Plan Parking Study Concept A
4. Site Plan Parking Study Concept B

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26076-05

Legal Sufficiency Review:

Reviewed by Russell Ward, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

ATTACHMENT E-5
RESOLUTION FOR ASSISTANCE 2026
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE City of Port St. Lucie is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of Port St. Lucie and the State of Florida:

Project Title Bridge Plaza Parking Lot Improvements

Total Estimated Cost $ $650,000

Brief Description of Project:

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the City of Port St. Lucie
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said City of Port St. Lucie
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of 50 % of the actual cost of the project in behalf of said City of Port St. Lucie
(Name of Agency)

AND, be it further resolved by the City of Port St. Lucie
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Port St. Lucie for public use.

(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the City Council of the City of Port St. Lucie at a legal meeting

(Agency Governing Board)

held on this_____day of_____20____.

Attest	Signature
Title	Title

ATTACHMENT E-6

ATTORNEY'S CERTIFICATION OF TITLE

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY
(ADDRESS)

(Date), 2026

To WHOM IT MAY CONCERN:

I, (Name), an the Attorney for the (City or County), Florida, I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the (City or County) conveying _____ (Type of interest, i.e.. Fee simple, easement, 30-year lease, etc.) in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "(Name of Property as Referenced in the WAP Application)".

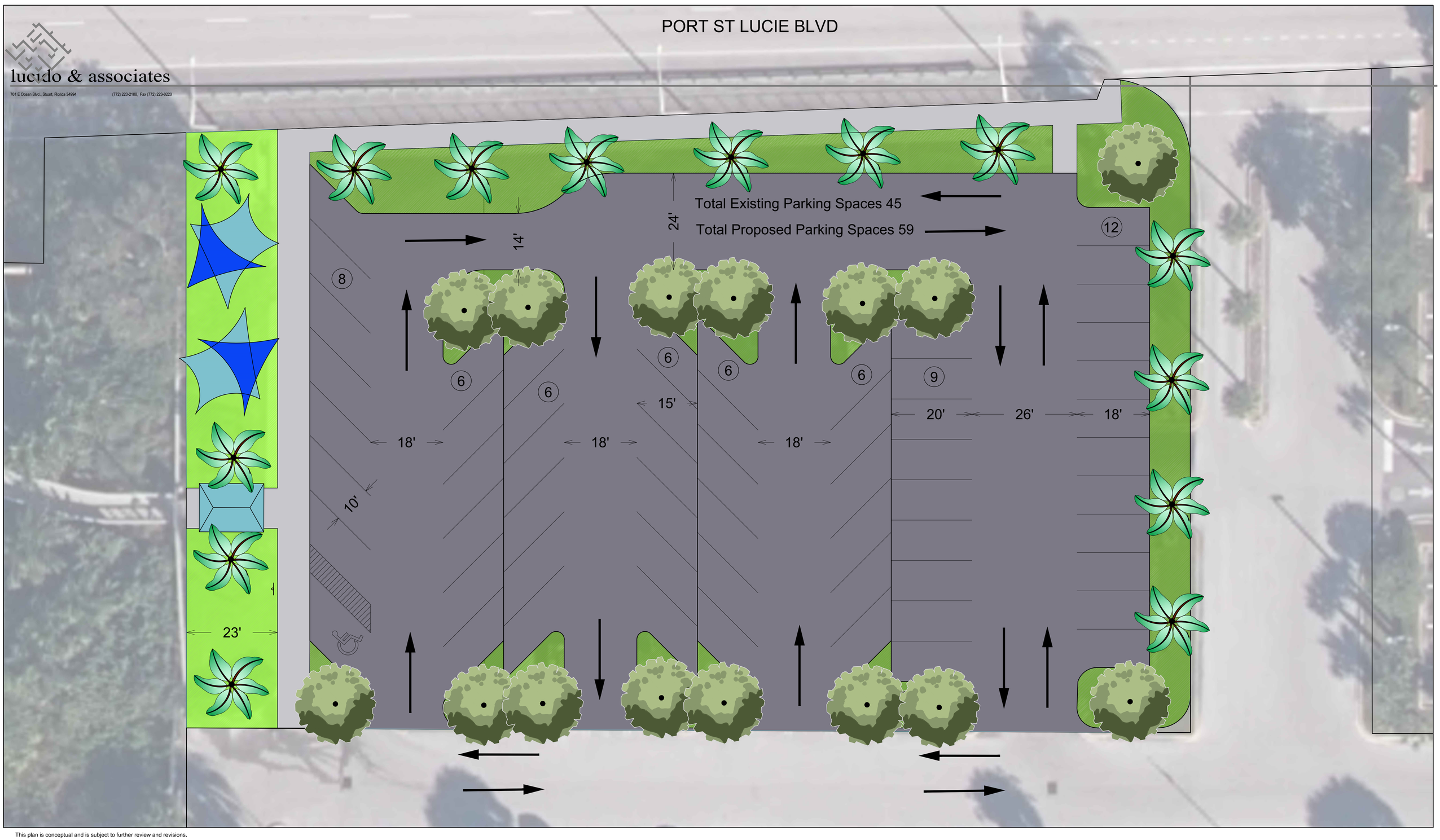
I Certify that the (City or County) does in fact (Own, Lease, etc.) this property for _____ years.

Sincerely,

(Name)
Attorney, (City or County)

lucido & associates
701 E Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

PORT ST LUCIE BLVD



This plan is conceptual and is subject to further review and revisions.

This plan has not been completely reviewed for compliance with all jurisdictional codes and requirements which may require additional plan revisions.

All boundary, existing facilities and/or structures shown on this plan are approximate and may be subject to change upon a formal survey, which also may result in revisions to the proposed portions of this plan.

Scale: 1" = 10'

0 5' 10' 20'

NORTH

Date: 07.15.2025

Drawing Name: J:\Projects Active\19-039 BridgeviewSouthcrest\Site Plan\, Jul 15, 2025 - 11:59am Bridge Plaza - Parking Study - Concpt A.dwg

Bridge Plaza - Parking Concept A

Port St. Lucie, Florida

Site Plan

lucido & associates
701 E Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

PORT ST LUCIE BLVD

Total Existing Parking Spaces: 45

Total Proposed Parking Spaces: 62

12'
18'
12
18'
18'
10'
9
9
22'
8
24'
26'
11
3
5
5

This plan is conceptual and is subject to further review and revisions.

This plan has not been completely reviewed for compliance with all jurisdictional codes and requirements which may require additional plan revisions.

All boundary, existing facilities and/or structures shown on this plan are approximate and may be subject to change upon a formal survey, which also may result in revisions to the proposed portions of this plan.

Scale: 1" = 10'

0 5' 10' 20'

NORTH

Date: 07.15.2025

Drawing Name: J:\Projects Active\18-020 Bridge\Site\Southcrest\Site Plan\ Jul 16, 2025 - 11:57pm Bridge Plaza - Parking Study - Crept Ruby

Bridge Plaza - Parking Concept B

Port St. Lucie, Florida

Site Plan

February 19, 2026

Mr. Clyde Cuffy, P.E.
Regulatory Division Director
City of Port St. Lucie Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

RE: Anthony F. Sansone Sr. Blvd. Phase 3 Extension
City of Port St. Lucie Project No. P23-167
Final Certification and Request for Roadway Turnover

Dear Mr. Cuffy:

On behalf of the developer, Sansone Group LLC, please accept this request for turnover of the subject roadway project to the city. I certify that the contractor has completed the construction of the project in substantial conformance with the approved construction plans and specifications. The only current outstanding item is the required street lighting of which the developer has entered a separate agreement for that scope of work.

The final inspection passed on July 31, 2025. The following items are being submitted as part of this certification package:

1. SFWMD Certification;
2. Right of Way Deeded and Dedicated;
3. Set of Density Test Reports (soils and asphalt);
4. Electronic files of the signed and sealed As-built in pdf. and AutoCAD (Roadway & Irrigation);
5. Pavement marking reflectivity certification;
6. Rolling Straight Edge Reports;
7. Storm Pipe Report;
8. Landscape & Irrigation Certification letter;
9. Contractor and Owners Warranty;
10. Contractor's Affidavit & Release of liens;
11. Owners Affidavit;
12. Bill of Sale;
13. Maintenance Bond;

We trust that this submittal will fullfill the City's requirements and allow the roadway turnover process to be completed. As always, should you have any questions, please do not hesitate to contact me at (772) 370-7865 or via email at Shaines@jmt.com.

Sincerely,

Johnson, Mirmiran & Thompson, Inc.



Steven E. Haines, P.E.
Vice President
Florida CEI Director
Florida Registration No. 71522