C I T Y O F F O R T P I E R C E

CITY COMMISSION AGENDA

Regular Meeting - Monday, July 17, 2017 - 6:30 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

   a. Approval of the minutes from the July 3, 2017 Regular Meeting and the July 3, 2017 Special Closed Meeting.

5. **APPROVAL OF MINUTES**

6. **PROCLAMATIONS**

   a. Fort Pierce Lions Club 70th Anniversary Proclamation

7. **LETTERS TO COMMISSION**

   a. Email from John Hart, V.P. Construction Services, Senior Project Engineer, Carnahan Proctor & Cross, expressing their appreciation for the excellent job by Ed Seissiger, Engineering Project Coordinator, with the FDOT Jenkins Road/SR 70 project.

   b. Letter from Sheriff Ken J. Mascara thanking the men and women of the Police Department's Rotation A Day Shift for their assistance with a barricaded subject at the Flying J Truck Stop on June 12, 2017.

   c. Letter from Sheriff Ken J. Mascara in sincere appreciation for the assistance provided by the Police Department's Traffic Unit during the June 8th funeral of Sergeant Valentine.

8. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

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

10. **CONSENT AGENDA**

a. Approval of travel expenses in the amount of $1560.00 for Mayor Hudson to attend the 2017 Florida League of Cities Annual Conference being held in Orlando, Florida on August 16 - 20, 2017.

b. Approval of travel expenses in the amount of $1560.00 for Commissioner Johnson to attend the Florida League of Cities Annual Conference being held on August 16 - 20, 2017 in Orlando, Florida.

c. Approval of travel expenses in the amount of $1560.00 for Commissioner Alexander to attend the 2017 Florida League of Cities Annual Conference being held in Orlando, Florida on August 16 - 20, 2017.

d. Approve $15,000 increase in BPO 170247, A-1 Balers and Compactors, West Palm Beach, Florida.

e. Approval of Change Order No.1 for Bid No. 2016-022 North 13th Street Roadway Improvements in the amount of $12,863.25 to Pav-Co Contracting Inc. pending City Attorney approval.

f. Approve Grant Award from Allegany Franciscan Ministry to cover portion of salary for Lincoln Park Revitalization Coordinator staff position for three (3) years.

g. Approve request of Lawnwood Hospital to install an above ground fuel tank at 1700 South 23rd Street.

h. Approval to piggyback Town of Jupiter Utilities Unit Price Contract for Stormwater Utility Infrastructure Repairs, Contract No. S1628, as awarded to Johnson-Davis, Inc. in an amount not to exceed $200,000.00.

i. Approve lease amendment between the City of Fort Pierce and Jetty View, LLC for a six (6) month term for continued use of a temporary parking lot along Seaway Drive in the amount of $36,000.00.

11. **PUBLIC HEARINGS**

a. Legislative Hearing - Ordinance No. 17-020 amending Chapter 4 to establish procedures for keeping backyard chickens. SECOND READING

b. Legislative Hearing - Ordinance No. 17-023, amending Article XXII, Chapter 2 to provide for Arts and Culture Advisory Board to oversee Art in Public Places Program and 10-Year Arts and Culture Strategic Plan. FIRST READING

12. **MISCELLANEOUS REPORTS & REQUESTS**

a. Update from the Wastewater Relocation Advisory Committee - Darrell Drummond, Chairman

13. **CITY COMMISSION**

a. Submittal of applications for consideration to serve as a regular and alternate member of the Civil Service Appeals Board.

b. Resolution 17-R23 appointing Jorge Goz to the Keep Fort Pierce Beautiful Advisory Board to fulfill the unexpired term of Cheryl Glenn-Reed as the police department representative.

14. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

City Commission Regular Meeting **4.a.**

Meeting Date: 07/17/2017

Re:

SUBJECT:

Approval of the minutes from the July 3, 2017 Regular Meeting and the July 3, 2017 Special Closed Meeting.

Attachments

07.03.2017 Closed

07.03.2017 Minutes

Form Review

Form Started By: Linda Cox Started On: 07/07/2017 02:39 PM

Final Approval Date: 07/07/2017

MINUTES OF A SPECIAL MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE 3RD FLOOR CONFERENCE ROOM, CITY HALL, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:00 P.M. ON MONDAY, **JULY 3, 2017.**

1. CALL TO ORDER

Mayor Hudson called the meeting to order at 5:01 p.m.

2. ROLL CALL

Present:	Mayor Linda Hudson; Commissioner Jeremiah Johnson; Commissioner Thomas Perona
Absent:	Commissioner Rufus Alexander; Commissioner Reginald Sessions
Staff Present:	City Clerk Linda Cox
	City Manager Nicholas Mimms
	City Attorney James Messer
Attendees:	Douglas Noah, Litigation Counsel
	Gail Bradford, Litigation Counsel

3. Special Closed Meeting (Attorney-Client Session) pursuant to F.S. 286.011(8) at the request of the City Attorney to discuss settlement negotiations or strategy session related to litigation expenditures in connection with The Haven Detox Fort Pierce, LLC, et al. vs. City of Fort Pierce, et al., U.S. District Court Case No. 16-CV-14270-KAM .

4. Announcement of estimated length of attorney-client session.

Linda Cox, City Clerk, announced that the closed session was anticipated to last 30 minutes.

5. City Clerk to announce the names of those in attendance. The session shall be recorded by a certified court reporter. (Note: The court reporter will prepare the transcript of the meeting and file it with the City Clerk within a reasonable time; it shall remain sealed until the conclusion of the litigation, at which time the transcript will be made part of the public record.)

Linda Cox, City Clerk announce those in attendance as follows: Mayor Linda Hudson; Commissioners Jeremiah Johnson and Thomas Perona; City Attorney James M. Messer, Litigation Counsel Doug Noah, Esq., Litigation Counsel Gail C. Bradford, Esq. and City Manager Nicholas Mimms. The entire session will be recorded by a court reporter and the transcript will be made part of the public record upon conclusion of the litigation. Ms. Cox left the meeting at 5:03 P.M. and the session was recorded by a certified court reporter. **Commissioners Alexander and Sessions entered the meeting while in progress.**

6. Meeting reopens at conclusion of attorney-client session.

The meeting was reopened at 6:05 p.m. and Ms. Cox joined the meeting.

7. ADJOURNMENT

Mayor Hudson adjourned the meeting at 6:05 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON MONDAY, JULY 3, 2017.

1. CALL TO ORDER - Mayor Hudson called the meeting to order at 6:30 p.m.

2. OPENING PRAYER - Minister Tony Washington, Good News Missionary Baptist Church, offered the opening prayer.

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Mayor Linda Hudson; Commissioner Rufus Alexander; Commissioner Jeremiah Johnson; Commissioner Thomas Perona; Commissioner Reginald Sessions

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney James Messer

5. APPROVAL OF MINUTES

a. Approval of minutes from the June 19, 2017 regular meeting

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve the minutes of the June 19, 2017 regular meeting.

AYE: Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

6. **PROCLAMATIONS**

a. Mayor Hudson issued a proclamation recognizing Hosely Gibson.

7. **LETTERS TO COMMISSION** - There were no letters to the Commission.

8. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS -** There were no comments.

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve the agenda as is.

AYE: Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

10. CONSENT AGENDA

a. Approval for payment to the SLC Board of County Commissioners for the annual maintenance of the Public Safety Multi-Agency CAD System in an amount not to exceed $50,032.00.

b. Approval to submit and accept the 2017 Bulletproof Vest Program grant in an amount not to exceed $45,000.

c. Approval for the purchase of two (2) hybrid License Plate Readers ($44,480) and one (1) ALPR Trailer ($35,340), piggyback GSA Contract No. GS-07F-089CA, from Morganelli & Associates, Deland, FL, for a total cost not to exceed $79,820.

d. Approve purchase of three (3) Matrix Surveillance Pole Cameras in the amount of $10,566.10 each, totaling $31,698.30, five (5) Covert Pedestal Cameras at a cost of $10,944.10, totaling $54,970.50, and a Splice Block Covert Camera at a cost of $9,988.00, from Tactical Video, Inc., Naperville, IL, for a total purchase of $89,998.30. The total cost of these items are part of the line item and match funding previously approved by the City Commission.

f. Approve purchase of a total of 20 firearms for the police department which include fifteen (15) - Glock 21 and five (5) Glock 30 SF's from G.T. Distributors Inc., Jacksonville, FL, in an amount not to exceed $10,833.80.

g. Approve the sole source purchase of seventy-five (75) X-2 Taser, from Axon Enterprise, Inc., Scottsdale, AZ, utilizing a five (5) year purchase plan with annual installments in the amount of $36,414.48 , for a total cost not to exceed $182,072.00.

h. Approve an increase of the current Verizon Blanket Purchase Order 170529 by $55,476.00 for an added Mifi Router account

i. Approval to purchase nine (9) DELL Rugged Laptop computers at a cost of $1,659.78 each, piggyback U.S. Communities Contract No. 43211500-WSCA-15-ACS, from Dell Computers, Round Rock, TX, for a total not to exceed $15,000.00.

j. Approve request of Circle of Life Educational Center, Inc., DBA Club Utilitas, to allow them to sub-lease the building located at 1002 Avenue L to Green Shoots Academy, for the purpose of operating a child care, preschool and VPK. City Commission approval is required under the terms of their lease with the City of Fort Pierce.

k. Approve grant award for Ms. Sonja Johnson for her business, Massage Harmony by Sonja, LLC in the amount of $3,000 as an eligible recipient under the 2016-17 CDBG Action Plan-Grant Award for Small Business

l. Approve LF Staffing contract for 7 employees to staff 3rd Annual Summer Jam Basketball Camp for 8 weeks in an amount not to exceed $18,352.14. Of the amount, $10,000 will be paid through a grant from Children Services Council of St. Lucie County.

Commissioner Johnson requested to pull item **10j**.
Commissioner Perona requested to hear from City Manager regarding the amenities and purchases by the police department.

Nicholas Mimms, City Manager, spoke briefly about the effort by the police department to obtain grants and additional funding to purchase equipment needed. Frank Amandro, Deputy Chief of Police, spoke about the equipment challenges of the past and the need for the enhancements.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve items **10a, 10b, 10c, 10d, 10e, 10f, 10g, 10h, 10i, 10k,** and **10l**

AYE: Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

As to item **10j**, Commissioner Johnson inquired about monies received, insurance, agreements and any expenditures that are associated the lease. Nicholas Mimms, City Manager, stated that there is insurance on all properties owned by City of Fort Pierce and that maintenance is handled by the lessee.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve item **10j.**

AYE: Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

11. PUBLIC HEARINGS

a. Quasi-Judicial Hearing - Review and approval of a Preliminary Plat, submitted by Property Owner(s) Premier Hospitality Inc. and Applicant, Richard Laventure, PE,, to subdivide a 5.28 acre parcel of land into four (4) tracts, located at 6505 Metal Drive, Fort Pierce, FL. The property is zoned General Commercial (C-3), Parcel: 2324-341-0002-000-3.

Kori Benton, Senior Planner, stated that the applicant has waived their right to a quasi-judicial hearing, staff is unaware of any objectors, and was available for questions.

Mayor Hudson opened the public hearing.
Richard Laventure, owner representative, was available for questions.
Seeing no one else, Mayor Hudson closed the public hearing.

The City Commission waived the quasi-judicial hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve item **11a** with staff condition that the Final Plat incorporates the installation of, or a renewable surety for, a sidewalk connection along Metal Drive within 24 months, as required by City Code Section 22-62(b) & (d).

AYE: Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

b. Quasi-Judicial Hearing - Review and approval of an application for Final Plat (Replat), submitted by Property Owner(s) LGFTP I LLC, and Applicant, Jason M. Gunther, P.E. of Thomas Engineering, to replat a portion of Block 30, Pinewood Subdivision, According to the Plat thereof as recorded in Plat Book 5, Page 24.The proposed replat seeking to consolidate LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 21, 21A, 22, 22A, 23, 23A, 24, 24A, 25, 25A, 26, 26A, 27, 27A, 28, 28A, 29, 29A, 30 AND 30A, that park of the vacated alleyway lying between said lots, less US 1 right-of-way, and less the south 30 feet of Lots 1 and 30A, into two (2) lots, located at 1412 S US 1 HWY, Fort Pierce, FL. The property is zoned General Commercial (C-3) 2415-601-0448-000-7.

Kori Benton, Senior Planner, stated that the applicant has waived their right to the quasi-judicial hearing. The City Commission waived the quasi-judicial hearing.

Mayor Hudson opened the public hearing.
Seeing no one, Mayor Hudson closed the public hearing.

The City Commission waived the quasi-judicial hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve item **11b** with the staff condition that the applicant completes installation of, or filing of a surety for, the remaining sidewalk connection along S. 3rd Street prior to recording of the Plat, in accordance with City Code Section 18-13.

AYE: Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

c. Presentation and First of Two (2) Public Hearings for 2017-2018 CDBG Annual Action Plan.

Libby Woodruff, Grants Administrator, gave a presentation on the 2017 Annual Action Plan, which is the 2nd year in the 5-year Consolidated Plan.

Mayor Hudson opened the public hearing.
Seeing no one, Mayor Hudson closed the public hearing.

d. Legislative Hearing - Ordinance No. 17-020 amending Chapter 4 to establish procedures for keeping backyard chickens. FIRST READING

Linda Cox, City Clerk, read the Ordinance, by title only, into the record as follows.

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA ADOPTING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 4 – ANIMALS; AMENDING SEC. 4-2 – PROHIBITED ANIMALS BY ALLOWING FOR THE ISSUANCE OF SPECIAL EXEMPTION PERMITS FOR BACKYARD CHICKENS; AND CREATING SEC. 4-33 – BACKYARD CHICKENS TO ESTABLISH REGULATIONS FOR THE KEEPING OF BACKYARD CHICKENS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Peggy Arraiz, Code Compliance Manager, presented the ordinance highlights including the allowance of a maximum of six (6) hens and the prohibition of roosters. The chickens must be kept in an enclosure and the sale of chickens is prohibited.

Mayor Hudson opened the public hearing.
Bob Burdge spoke in opposition
Robert Hall spoke in support
Henry Frank spoke in support
Jim Foley spoke in opposition
Seeing no one else, Mayor Hudson closed the public hearing.

Commission discussion included proper protection, providing educational materials, and permit fees. Peggy Arraiz spoke about the previous requests for traps and stated that the biggest impact has been with the bounty of $5 per chicken. Further Commission discussion

included other options for coup construction, education, and close monitoring of the program. Commissioner Sessions believes that the ordinance is counterproductive to fixing the problem. He has received many complaints about the chickens in District One (1).

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item **11d.**

AYE: Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

NAY: Commissioner Rufus Alexander, Commissioner Reginald Sessions

Passed

e. Legislative Hearing - Ordinance No. 17-021 transferring the duties of the Fort Pierce (Zoning) Board of Adjustment to the Special Magistrate. FIRST READING

Linda Cox, City Clerk, read the Ordinance, by title only, into the record as follows.

AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE VIII, SECTION 2- 142(2) AND (3); CHAPTER 2, ARTICLE XI, SECTION 2-201(a); CHAPTER 22, ARTICLE III, SECTIONS 22-28.1(d)(2)(a)(7) AND 22- 40(b)(9); CHAPTER 22, ARTICLE IV, SECTIONS 22-59(d)(2) AND 22-62(l); CHAPTER 22, ARTICLE VII, SECTIONS 22-102.1 AND 22- 105.1; CHAPTER 22, ARTICLE VIII, SECTIONS 22-107, 22-109 – 22-112, AND 22-114 – 22-115; CHAPTER 22, ARTICLE X, SECTIONS 22-138, 22-140, 22-143(f), 22-143(g), AND 22-147; CHAPTER 22, ARTICLE XII, SECTION 22-182; CHAPTER 22, ARTICLE XIV, SECTION 22-218(c)(1)(c); CHAPTER 22, ARTICLE XV, SECTION 22-310; AND CHAPTER 23, ARTICLE VI, SECTION 23-61; ABOLISHING THE FORT PIERCE (ZONING) BOARD OF ADJUSTMENT, TRANSFERRING ALL DUTIES OF THE (ZONING) BOARD OF ADJUSTMENT TO THE SPECIAL MAGISTRATE, AND DELETING REFERENCES THEREIN TO THE (ZONING) BOARD OF ADJUSTMENT AND SUBSTITUTING SPECIAL MAGISTRATE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the public hearing.
Bret McCain spoke in opposition.
Bill Nunn spoke in opposition.
Joyce Calvert spoke in opposition.
Seeing no one else, Mayor Hudson closed the public hearing.

Commission discussion included staff time and frequency of meetings, consideration of the board members' expertise, and how this recommendation protects the City Commission. The Board of Adjustment decisions go straight to Circuit Court. James Messer, City Attorney, opined that a Special Magistrate is better equipped to make decisions in a quasi-judicial hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to **deny** item **11e.**

AYE: Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

NAY: Commissioner Rufus Alexander, Mayor Linda Hudson

Passed

12. MISCELLANEOUS REPORTS & REQUESTS

a. Monthly Financial Report for the Month Ending May 31, 2017

Johnna Morris, Finance Director, gave a presentation and was available for questions. All funds, with the exception of the Golf Course and Sunrise Theatre, are in good stable position.

13. CITY COMMISSION

14. COMMENTS FROM THE PUBLIC

Mike Perri
Robert Hall
Quincy Barr
Tina Lomax
Charlie Frank Matthews
Rick Reed
John Lee
Roger Burgess

15. COMMENTS FROM THE CITY MANAGER

a. City Manager's Report

Nicholas Mimms, City Manager, mentioned highlights from the City Managers report; we are participating in the Chili Cook Off with a team, Youth Council beach cleanup and youth symposium, free summer movies at the Sunrise Theatre. He announced the Budget Workshop on July 6, Conference Agenda on July 10, and that there has been interest in utilizing the Percy Peek Gymnasium on a full time basis.

b. City Attorney's Report (report was presented at the meeting and attached hereto after the meeting concluded)

James Messer, City Attorney, stated that there will be no change in the level of service to any boards. He has provided the first annual City Attorney's report to the City Clerk for the record. Happy Fourth of July to everyone.

16. COMMENTS FROM THE COMMISSION

Commissioner Alexander spoke about the successful youth from our community. He doesn't like TC Palm displaying photos of our children. He supports Clay Lindstrom at the FPUA and not happy to hear about board members making money off of the City.

Commissioner Perona thanked the Commission for sending him to the American Public Power Association conference. There are a lot of changes happening in the world in reference to electric power. It is important that our local utilities are stable and he is happy with the direction we are moving.

Commissioner Sessions stated that the chickens are creating a blight and it needs to be removed to create economic growth. He hopes that Northside Bat & Ball comes back with a championship and he is looking forward to hearing more positive things about the kickball festival. He believes that if there is a change in administration at FPUA, there would be a tremendous impact and he hopes the board investigates those issues. Happy Fourth of July to everyone attending the events in the City.

Commissioner Johnson encouraged the Commission to reach out to the FPUA board members other than the Mayor. He has spoken to Clay and other members of the community. He can only recommend that communication is the key. The public safety expenditures bring a proud moment for the City. He supports and is proud of Northside Bat & Ball for making it to the championship.

Mayor Hudson wished everyone a happy Fourth of July. The Air National Guard Band of the South performed at Sunrise on Sunday and there WWII vets were honored. The band will play on July 4 at the City Marina at 6 p.m. and the fireworks begin at 9 p.m.

17. **ADJOURNMENT** - There being no further business, Mayor Hudson declared adjourned at 9:16 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting **6.a.**

Meeting Date: 07/17/2017

Re: Fort Pierce Lions Club 70th Anniversary

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Fort Pierce Lions Club 70th Anniversary Proclamation

Attachments

Lions Club Proclamation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/07/2017 12:44 PM

Form Started By: Caleta Scott Started On: 06/30/2017 08:35 AM

Final Approval Date: 07/07/2017

WHEREAS, the Fort Pierce Lions Club celebrated its 70th Anniversary on May 23, 2017 and is a part of Lions Club International, the world's largest service organization which is celebrating 100 years this year; and

WHEREAS, the Fort Pierce Lions Club is active and offers services to meet the needs of residents through volunteer efforts such as diabetic and retinal screening, providing eyeglasses and eye surgeries, beach clean ups, book fair donations, clothing drives and scholarships. Lions believe that community is what you make of it; and

WHEREAS, many local organizations have benefitted from assistance by the Fort Pierce Lions Club including the Treasure Coast Food Bank, Salvation Army, Mustard Seed Ministries, the Avenue D Boys Choir, the Hands Clinic, MLK Commemorative Committee, Fort Pierce Little League, and numerous additional worthwhile groups; and

WHEREAS, the community as a whole benefits when the Lions Club spearheads projects such as the recent $30,000 renovation of Old Fort Park. The new improvements, including plantings on the Indian burial mound, will benefit generations to come; and

WHEREAS, the Fort Pierce Lions Club has been a shining example of volunteerism in our City and serves to remind us all of what can be accomplished by caring individuals.

NOW, THEREFORE, I Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby issue this proclamation in honor of the:

Fort Pierce Lions Club 70th Anniversary

and call upon all citizens of the City of Fort Pierce to recognize the dedicated service they have given to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Fort Pierce, Florida, to be affixed this 17th day of July, 2017.

_____

MAYOR/COMMISSIONER

City Commission Regular Meeting **7.a.**

Meeting Date: 07/17/2017

Re: Email from John Hart

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from John Hart, V.P. Construction Services, Senior Project Engineer, Carnahan Proctor & Cross, expressing their appreciation for the excellent job by Ed Seissiger, Engineering Project Coordinator, with the FDOT Jenkins Road/SR 70 project.

Attachments

Email from John Hart

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/07/2017 12:44 PM
City Manager	Nick Mimms	07/07/2017 12:45 PM

Form Started By: Jennifer Robinson Started On: 07/05/2017 02:16 PM

Final Approval Date: 07/07/2017

To: Jennifer D Robinson/cfp@cfp,
Cc: Jack Andrews/cfp@cfp, Kevin Browning/cfp@CFP, Edward Seissiger/cfp@cfp,
Bcc:
Subject: Fw: Re: 42898415201; Recognition for the City of Fort Pierce - Ed Seissiger
From: Nicholas Mimms/cfp - Tuesday 06/27/2017 05:37 PM

Follow Up: Normal Priority. Follow up on 07/05/2017 at 09:00 AM.

From: John Hart <JHart@cpc-eng.com>

To: Jack Andrews <JAndrews@City-FtPierce.Com>

Cc: Edward Seissiger <ESeissiger@City-FtPierce.Com>, "Spivey, John" <John.Spivey@dot.state.fl.us>

Date: 06/27/2017 01:33 PM

Subject: 42898415201; Recognition for the City of Fort Pierce - Ed Seissiger

Hi Mr. Andrews. I was recently involved in the FDOT Jenkins Rd / SR70 project, completed this month. As you may have heard, the project was very challenging (to say the least), mostly due to the extensive presence of underground utilities, narrow work zone widths and wet conditions.

Despite all of the difficulties, we were able to form a very strong team of committed stakeholders and complete the project ahead of schedule. Ed Seissiger was one of the key members of that team. He remained closely involved with the project and attended every progress meeting. Ed's technical input was instrumental in resolving multiple constructability issues and his involvement was of great value to the project team.

As such, I wanted to reach out to the City of Fort Pierce, on behalf of our entire project team, to express our appreciation for the excellent job by Ed Seissiger!

John Hart, P.E.
V.P. Construction Services
Senior Project Engineer

CARNAHAN PROCTOR & CROSS 40 years

2707 Peters Road
Unit B49
Ft. Pierce, FL 33495

Offices | Deerfield Beach | Orlando
C: 954.214.9260 | O: 772.293.6963
JHart@cpc-eng.com | cpc-eng.com

Note: ***FDOT Pre-Qualified Small Business Enterprise (SBE)***

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City Commission Regular Meeting **7.b.**

Meeting Date: 07/17/2017

Re: Letter Thanking Rotation A Day Shift

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Sheriff Ken J. Mascara thanking the men and women of the Police Department's Rotation A Day Shift for their assistance with a barricaded subject at the Flying J Truck Stop on June 12, 2017.

Attachments

Letter from Sheriff Mascara

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/07/2017 12:44 PM
City Manager	Nick Mimms	07/07/2017 12:45 PM

Form Started By: Jennifer Robinson Started On: 07/05/2017 02:32 PM

Final Approval Date: 07/07/2017

Sheriff
KEN J. MASCARA
Telephone: (772) 462-3200 • Fax: (772) 489-5851
4700 West Midway Road • Fort Pierce, Florida 34981

June 14, 2017

Chief Diane Hobley-Burney
Fort Pierce Police Department
920 South U.S. Highway 1
Fort Pierce, FL 34950

Dear Chief Hobley-Burney:

Please accept this letter of appreciation for the men and women of Rotation A Day Shift of the Fort Pierce Police Department. These individuals effectively assisted our agency with a barricaded subject at the Flying J Truck Stop on Monday, June 12, 2017.

From the original Attempt To Locate, to the establishment of the outer perimeter, the officers on scene provided much needed assistance during this potentially dangerous situation. While there were many involved that I don't know by name, the following were readily available to assist us in any way needed:

- Assistant Chief Kenny Norris
- Major Steve Courtoy
- Lieutenant Robert Ridle
- Sergeant John Schramm
- Officer James Ippolito

I would like to specifically express my appreciation and thanks for the excellent work that Officer Ippolito provided as a crisis negotiator. Throughout the entire incident, he assisted our Crisis Negotiation Team in any way possible. It is clearly evident that he is well trained in negotiations and extremely competent in this capacity. As our team transitioned from the open parking lot, into our Crisis Negotiation Team Truck, Officer Ippolito took the position of secondary (coach) negotiator. Though he has never formally trained with our team, it seemed as though his transition into this position was seamless. In fact, the negotiation process was going so well with Officer Ippolito working in this position, our team leader chose to keep him in place for the remainder of the incident rather than replace him with one of our own team members.

Please share my appreciation with these individuals and know that they represented the Fort Pierce Police department well.

Sincerely,

Ken J. Mascara,
Sheriff

ds

RECEIVED
JUN 21 2017
CHIEF'S OFFICE/FPPD

City Commission Regular Meeting **7.c.**

Meeting Date: 07/17/2017

Re: Letter from Sheriff Mascara

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Sheriff Ken J. Mascara in sincere appreciation for the assistance provided by the Police Department's Traffic Unit during the June 8th funeral of Sergeant Valentine.

Attachments

Letter from Sheriff Mascara

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/07/2017 12:44 PM
City Manager	Nick Mimms	07/07/2017 12:45 PM

Form Started By: Jennifer Robinson Started On: 07/05/2017 02:25 PM

Final Approval Date: 07/07/2017

Sheriff
KEN J. MASCARA
Telephone: (772) 462-3200 • Fax: (772) 489-5851
4700 West Midway Road • Fort Pierce, Florida 34981

June 14, 2017

Chief Diane Hobley-Burney
Fort Pierce Police Department
920 South U.S. Highway 1
Fort Pierce, FL 34950

Dear Chief Hobley-Burney:

On behalf of the men and women of the St. Lucie County Sheriff's Office and the family of Sergeant Robert Valentine, please accept my sincere appreciation for the assistance your Traffic Unit provided during the June 8th funeral of Sergeant Valentine.

The law enforcement family is bound by strong ties that show truest in times like this. With Sergeant Valentine's history as a traffic cop, it meant a great deal to the family to be escorted by fellow traffic cops.

Thank you again for allowing your agency to participate.

Sincerely,

"Thank you"

Ken J. Mascara,
Sheriff

ds

RECEIVED
JUN 21
CHIEF'S OFFICE

City Commission Regular Meeting **10.a.**

Meeting Date: 07/17/2017

Re: Approval of Mayor Hudson travel expenses

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel expenses in the amount of $1560.00 for Mayor Hudson to attend the 2017 Florida League of Cities Annual Conference being held in Orlando, Florida on August 16 - 20, 2017.

SUMMARY:

Approval of travel expenses in the amount of $1560.00 for Mayor Hudson to attend the 2017 Florida League of Cities Annual Conference being held in Orlando, Florida on August 16 - 20, 2017.

RECOMMENDATION:

Approve travel request

ALTERNATIVES:

Deny request

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Caleta Scott, Deputy City Clerk

Fiscal Impact

Fiscal Year: 2017

Account: 001-1000-511-40-30

Amount: 1560.00

OTHER INFORMATION:

Approval of travel expenses in the amount of $1560.00 for Mayor Hudson to attend the Florida League of Cities Annual Conference being held on August 16 - 20, 2017 in Orlando, Florida.

Attachments

Mayor Hudson FLC Travel

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/07/2017 12:43 PM
Form Started By: Caleta Scott		Started On: 06/20/2017 09:44 AM

Final Approval Date: 07/07/2017

REGISTRATION INFORMATION
2017 FLC Annual Conference
PO Box 1757
Tallahassee, FL 32302
850-222-9684
850-222-3806 fx

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
World Center Marriott
8701 World Center Drive
Orlando, FL
407-239-4200
407-238-8777

DATE:

1. TRAVELER'S NAME: Linda Hudson
2. DEPARTURE DATE: 8/16/2017
3. RETURN DATE: 8/20/2017
4. DESTINATION: Orlando, FL
5. CODE CHARGE: **001-1000-511-40.30**
6. AMT BUDGETED: 7500

7. BALANCE AVAILABLE: _____

DEPARTMENT: City Commission
DEPARTURE TIME: 10:00 AM
RETURN TIME: 1:00 PM
PURPOSE: 2017 Florida League of Cities Annual Conference

Expenses must comply with City Code of Ordinances 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:	525.00			
* HOTEL BILL: Confirmation # **32JXG35C**		708.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.54 226			122.04	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR **PARKING FEES**			25.00	
* MISC. EXPENSES				
MEALS				
4 BREAKFAST @ $8.00			32.00	
4 LUNCH @ $8.00			32.00	
4 DINNER @ $20.00			80.00	
SPECIAL LUNCHEON/BANQUET			0.00	
6.5% STATE TAX			9.36	
15% GRATUITIES			21.60	
TOTALS	525.00	708.00	327.00	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY:

Linda W. Cox
DEPARTMENT SUPERVISOR

CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

Contingent upon city commission approval

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
REV 1/16 DLN

RECEIVED
TIME _____
JUN 29 2017
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

FLORIDA LEAGUE OF CITIES, INC.

Thank you for your payment. This web page is your receipt - please print a copy for your records.

Need help printing? Try the control-P key command: press and hold the control key (usually located on the bottom left of the keyboard), and then press the letter P.

Paying by check? Click here for more information.

Order Confirmation

Florida League of Cities

Order Number	55945
Order Date	6/8/2017
Bill To	Caleta Scott
Payment Method	Visa **********7957
Name on Card	Caleta Scott

Item		Quantity	Price	Total
FLC 2017 Annual Conference - Linda Hudson When: 8/17/2017 - 8/19/2017 Where: World Center Marriott 8701 World Center Dr. Orlando, FL 32821 Registration option: Registration - City, County or Agency	8/17/2017 8:00 AM	1	525.00	525.00

Item Total	525.00
Transaction Grand Total	**525.00**

A confirmation is being sent to: cscott@city-ftpierce.com

Send another copy to: Send

© 2014 Florida League Cities | FLC Home

To schedule your transportation or for additional information on transportation service, click here

Reservation Details

Confirmation number: 32JXG35C
Your hotel: Orlando World Center Marriott
Check-in: Aug 16, 2017 (Check-in time: 4:00 PM)
Check-out: Aug 20, 2017 (Check-out time: 11:00 AM)
Room type: Standard Room
Number of rooms: 1
Guests per room: 1
Guest name: Linda Hudson
Reservation confirmed: Jun 8, 2017
Guarantee method: Credit Card

Summary of Room Charges	**Cost per night per room**
Aug 16, 2017 - Aug 20, 2017	177.00
Estimated taxes and fees	Room Rates shown do not include 12.50% Hotel Room Tax (subject to change). Total room charges will include all room fees and taxes.
Total for stay (for all rooms) not including applicable taxes/fees	**708.00**

Add-Ons:

Orlando World Center Marriott will make every effort to accommodate the below requests, however they are not guaranteed.

-

Canceling your Reservation

Cancellations made within 72 hours of arrival will forfeit one night's room and tax.

You may modify or cancel your reservation here or call 1-888-789-3090 in the US and Canada. Elsewhere, call 1-407-238-8618. Contact us if you have any questions about your reservation.

Travel Alerts

Please Note: All Marriott hotels in the USA and Canada, are committed to a smoke-free policy.
Learn More

Internet Privacy, Authenticity

Your privacy is important to us. Please visit our Internet Privacy Statement for full details. This email confirmation is an auto-generated message. Replies to automated messages are not monitored.

This email was sent by Passkey International, Inc.
On behalf of:
Orlando World Center Marriott

Tentative Program

Workshop Topics

We are planning a variety of informative workshops to provide you with the tools to help your city navigate the current economic, technological and political landscape. The specific workshop schedule will be posted to our website as soon as it is available, so check for updates! Topics being considered include:

- >> Additional Homestead Exemption Constitutional Amendment
- >> Deployment of Wireless Communications Infrastructure for 5G Technology
- >> Media Training
- >> Public Records Reform
- >> Safe Cities, Safe Florida Workshops
- >> Update on the Constitution Revision Commission

WEDNESDAY, AUGUST 16, 2017

8:30 a.m. - 1:00 p.m.
RESEARCH SYMPOSIUM
Medical Marijuana and Your City: Facts, Fiction and Moving Forward
In 2016, Florida's voters approved a constitutional amendment legalizing the production, distribution and use of medical marijuana. The implementation of this amendment will require legislation, administrative rule and the development of complex processes for growers, doctors and patients – and dealing with myths and misinformation. As licensed dispensaries and nurseries provide products and services, questions remain about how and when these will impact our cities. Impacts may be felt in the areas of permitting, zoning, code enforcement, intergovernmental relations, law enforcement and emergency response, as well as other departments. The Center for Municipal Research & Innovation is proud to host this symposium supporting President Susan Haynie's **Safe Cities, Safe Florida** Initiative. Plan now to join with policy and industry experts, municipal representatives and the League's research partners for a timely, informative and action-oriented session designed to help cities determine next steps.

While there is no fee to attend, pre-registration is required. Please check the box on the enclosed registration form.
Note that anyone who signs up and does not attend the symposium will be assessed a no-show fee of $45.

2:00 p.m. - 5:00 p.m.
Florida League of Mayors Roundtable
Additional registration required through the Florida League of Mayors; contact Jill Walker at jwalker@flcities.com.

THURSDAY, AUGUST 17, 2017

7:30 a.m. - 7:00 p.m.
Registration Desk Open

8:00 a.m. - 9:00 a.m.
Florida League of Mayors Nominating Committee Meeting

FRIDAY, AUGUST 18, 2017

6:30 a.m. - 8:00 a.m.
5K Fun Run
See page 9 for full details.

7:00 a.m. - 8:30 a.m.
Florida Black Caucus of Local Elected Officials Breakfast
To be eligible to attend, a membership application and paid dues must be submitted to FBC-LEO. Membership applications and additional information are available at fbc-leo.org.

7:00 a.m. - 9:00 a.m.
Continental Breakfast in Municipal Marketplace

7:00 a.m. - 1:15 p.m.
Municipal Marketplace Open

7:00 a.m. - 5:00 p.m.
Registration Desk Open

8:00 a.m. - 9:00 a.m.
First-Time Attendees' Orientation
If this is your first FLC Conference – **Welcome!** This workshop will acquaint you with the League, the conference program (with tips for the best use of your time), how to get involved in your local or regional league, FLC legislative policy committees and other municipal services.

8:00 a.m. - 9:00 a.m.
Workshops

9:15 a.m. - 10:30 a.m.
Resolutions and Legislative Committee Meetings

9:15 a.m. - 10:30 a.m.
Workshops

10:45 a.m. - 12:15 p.m.
OPENING GENERAL SESSION
Featuring the presentation of the E. Harris Drew Award and a keynote presentation by former **Chief David O. Brown**.

12:15 p.m. - 1:15 p.m.
Sidewalk Café in Municipal Marketplace (Cash Sales)

1:30 p.m. - 2:30 p.m.
Workshops

2:45 p.m. - 4:00 p.m.
Workshops

4:15 p.m. - 5:30 p.m.
Workshops

6:00 p.m. - 7:00 p.m.
Membership Networking Event

Evening Open



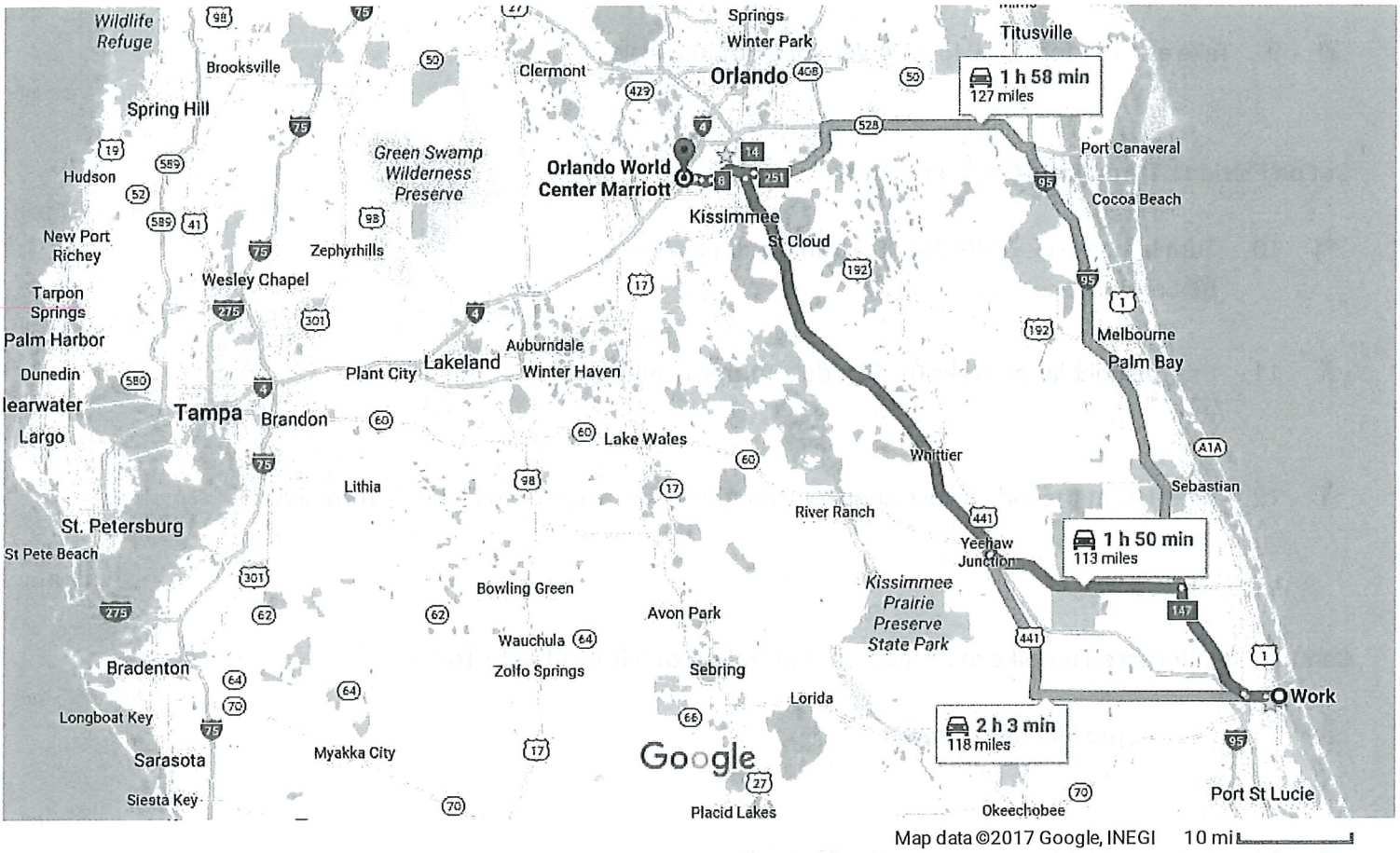
DAVID O. BROWN

A Dallas native, former **Chief David O. Brown** quit school during his senior year in college to become a Dallas police officer, with the goal of fighting the crack cocaine epidemic in his old neighborhood. Over his 33 years with the Dallas Police Department, Brown served as a patrolman, crime scene detective, SWAT team member and leader, internal affairs detective and assistant chief.

His career was marked by its share of tragedy, including the death of his brother due to drug-related violence, the murder of his partner and the death of his mentally ill adult son in a shootout with police that also left a police officer dead. But there was also triumph – including completing his bachelor's and master's degrees while being promoted to the highest ranks in the department, and working to reduce crime more than any other chief in the history of the department. Under his tenure, officer-involved shootings were reduced more than 40 percent and excessive-force complaints were reduced by 70 percent, their lowest points on record. Brown's efforts in community policing are nationally renowned. He is the longest-serving and most beloved Dallas police chief in modern times.

His leadership during and after the tragic events of July 7, 2016, calmed the City of Dallas and the nation. Brown's decision to use a robot to detonate C4 explosives to neutralize a suspect was a first in the history of American policing. And the chief's call to protestors to become part of the solution by applying to join the police department, earned him accolades from across the nation and around the world.

Google Maps 100 US-1, Fort Pierce, FL 34950 to world center marriott orlando Drive 113 miles, 1 h 50 min



100 US-1

Fort Pierce, FL 34950

Get on I-95 N from Orange Ave

10 min (4.5 mi)

1. Head northwest on N 4th St toward Avenue A — 272 ft
2. Turn left at the 1st cross street onto Avenue A — 0.2 mi
3. Turn left onto N 7th St — 72 ft
4. Turn right onto Orange Ave — 1.4 mi
5. Continue straight onto FL-68 W/Orange Ave — 2.3 mi
6. Continue straight onto FL-68 W — 344 ft
7. Use the right lane to merge onto I-95 N via the ramp to Daytona Beach — 0.5 mi

Follow World Center Dr to your destination

5 min (1.5 mi)

21. Continue onto World Center Dr
⚠ Partial toll road

1.1 mi

22. Turn right to stay on World Center Dr

0.3 mi

23. Continue straight

230 ft

24. Turn left

72 ft

25. Slight right

89 ft

26. Turn right

141 ft

27. Turn left
ⓘ Destination will be on the right

30 ft

Orlando World Center Marriott

8701 World Center Dr, Orlando, FL 32821

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

City Commission Regular Meeting **10.b.**

Meeting Date: 07/17/2017

Re: Approval of Commissioner Johnson travel

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel expenses in the amount of $1560.00 for Commissioner Johnson to attend the Florida League of Cities Annual Conference being held on August 16 - 20, 2017 in Orlando, Florida.

SUMMARY:

Approval of travel expenses in the amount of $1560.00 for Commissioner Johnson to attend the Florida League of Cities Annual Conference being held on August 16 - 20, 2017 in Orlando, Florida.

RECOMMENDATION:

Approve travel request.

ALTERNATIVES:

Deny request.

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Caleta Scott, Deputy City Clerk

Fiscal Impact

Fiscal Year: 2017

Account: 001-1000-511-40-30

Amount: 1560.00

OTHER INFORMATION:

Approval of travel expenses in the amount of $1560.00 for Commissioner Johnson to attend the Florida League of Cities Annual Conference being held on August 16 - 20, 2017 in Orlando, Florida.

Attachments

Commissioner Johnson FLC Travel

Form Review

Inbox	Reviewed By	Date

City Manager	Nick Mimms	07/07/2017 12:43 PM
Form Started By: Caleta Scott		Started On: 06/24/2017 10:38 AM
Final Approval Date: 07/07/2017		

REGISTRATION INFORMATION
2017 FLC Annual Conference
PO Box 1757
Tallahassee, FL 32302
850-222-9684
850-222-3806 fx

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Orlando World Center Marriott
8701 World Center Drive
Orlando, FL
407-239-4200
407-238-8777

DATE: **JUNE 23, 2017**

1. TRAVELER'S NAME: Jeremiah Johnson
2. DEPARTURE DATE: 8/16/2017
3. RETURN DATE: 8/20/2017
4. DESTINATION: Orlando, FL
5. CODE CHARGE: **001-1000-511-40.30**
6. AMT BUDGETED: 7500

7. BALANCE AVAILABLE: _____

DEPARTMENT: City Commission
DEPARTURE TIME: 10:00 AM
RETURN TIME: 1:00 PM
PURPOSE: 2017 Florida League of Cities Annual Conference

Expenses must comply with City Code of Ordinances 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:	525.00			
* HOTEL BILL: Confirmation # **32JZHFT20**		708.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.54 226			122.04	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR **PARKING FEES**			25.00	
* MISC. EXPENSES				
MEALS				
4 BREAKFAST @ $8.00			32.00	
4 LUNCH @ $8.00			32.00	
4 DINNER @ $20.00			80.00	
SPECIAL LUNCHEON/BANQUET			0.00	
6.5% STATE TAX			9.36	
15% GRATUITIES			21.60	
TOTALS	525.00	708.00	327.00	

RECEIVED TIME JUN 26 2017 CITY OF FT. PIERCE CITY MANAGER'S OFFICE

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY:

Linda W. Cox
DEPARTMENT SUPERVISOR

CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

Contingent upon City Commission Approval

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

_____
_____
_____
_____

* RECEIPT REQUIRED
REV 1/16 DLN

Confirmation number: 32JZHFT2
Your hotel: Orlando World Center Marriott
Check-in: Aug 16, 2017 (Check-in time: 4:00 PM)
Check-out: Aug 20, 2017 (Check-out time: 11:00 AM)
Room type: Standard Room
Number of rooms: 1
Guests per room: 1
Guest name: Jeremiah Johnson
Reservation confirmed: Jun 23, 2017
Guarantee method: Credit Card

Summary of Room Charges	Cost per night per room
Aug 16, 2017 - Aug 20, 2017	177.00
Estimated taxes and fees	Room Rates shown do not include 12.50% Hotel Room Tax (subject to change). Total room charges will include all room fees and taxes.
Total for stay (for all rooms) not including applicable taxes/fees	**708.00**
Add-Ons:	
Orlando World Center Marriott will make every effort to accommodate the below requests, however they are not guaranteed. • king bed	

Canceling your Reservation

Cancellations made within 72 hours of arrival will forfeit one night's room and tax.

You may modify or cancel your reservation here or call 1-888-789-3090 in the US and Canada. Elsewhere, call 1-407-238-8618. Contact us if you have any questions about your reservation.

Travel Alerts

Please Note: All Marriott hotels in the USA and Canada, are committed to a smoke-free policy.
Learn More

Tentative Program

Workshop Topics

We are planning a variety of informative workshops to provide you with the tools to help your city navigate the current economic, technological and political landscape. The specific workshop schedule will be posted to our website as soon as it is available, so check for updates! Topics being considered include:

>> Additional Homestead Exemption Constitutional Amendment
>> Deployment of Wireless Communications Infrastructure for 5G Technology
>> Media Training
>> Public Records Reform
>> Safe Cities, Safe Florida Workshops
>> Update on the Constitution Revision Commission

WEDNESDAY, AUGUST 16, 2017

8:30 a.m. - 1:00 p.m.
RESEARCH SYMPOSIUM
Medical Marijuana and Your City: Facts, Fiction and Moving Forward
In 2016, Florida's voters approved a constitutional amendment legalizing the production, distribution and use of medical marijuana. The implementation of this amendment will require legislation, administrative rule and the development of complex processes for growers, doctors and patients – and dealing with myths and misinformation. As licensed dispensaries and nurseries provide products and services, questions remain about how and when these will impact our cities. Impacts may be felt in the areas of permitting, zoning, code enforcement, intergovernmental relations, law enforcement and emergency response, as well as other departments. The Center for Municipal Research & Innovation is proud to host this symposium supporting President Susan Haynie's **Safe Cities, Safe Florida** Initiative. Plan now to join with policy and industry experts, municipal representatives and the League's research partners for a timely, informative and action-oriented session designed to help cities determine next steps.

While there is no fee to attend, pre-registration is required. Please check the box on the enclosed registration form.
Note that anyone who signs up and does not attend the symposium will be assessed a no-show fee of $45.

2:00 p.m. - 5:00 p.m.
Florida League of Mayors Roundtable
Additional registration required through the Florida League of Mayors; contact Jill Walker at jwalker@flcities.com.

THURSDAY, AUGUST 17, 2017

7:30 a.m. - 7:00 p.m.
Registration Desk Open

8:00 a.m. - 9:00 a.m.
Florida League of Mayors Nominating Committee Meeting

THURSDAY, AUGUST 17, 2017

8:00 a.m. - 12:00 p.m.
Continuing Education in Ethics: Are Your Hours Done?
Florida's municipal elected officers are required to take four specific hours of continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four hours include two hours on the Florida Ethics Law (Chapter 112, F.S.), one hour of public meetings (Chapter 286, F.S.) and one hour of public records (Chapter 119, F.S.). If your hours are completed, this is a good refresher class.
NOTE: *You must be registered for the full conference to attend this session and pre-registration is required. See enclosed registration form.*

11:00 a.m. - 12:00 p.m.
Florida League of Mayors Business Meeting
For more information, contact Jill Walker at (850) 222-9684.

11:00 a.m. - 3:00 p.m.
Grants Expo
Need Information on available grants and technical assistance? Don't miss this opportunity to talk with representatives from various federal, state and nonprofit organizations about their grant programs, ranging from housing and historic preservation to emergency management and economic development.

12:00 p.m. - 1:00 p.m.
Florida League of Mayors Board of Directors Meeting

12:30 p.m. - 7:30 p.m.
Municipal Marketplace Open

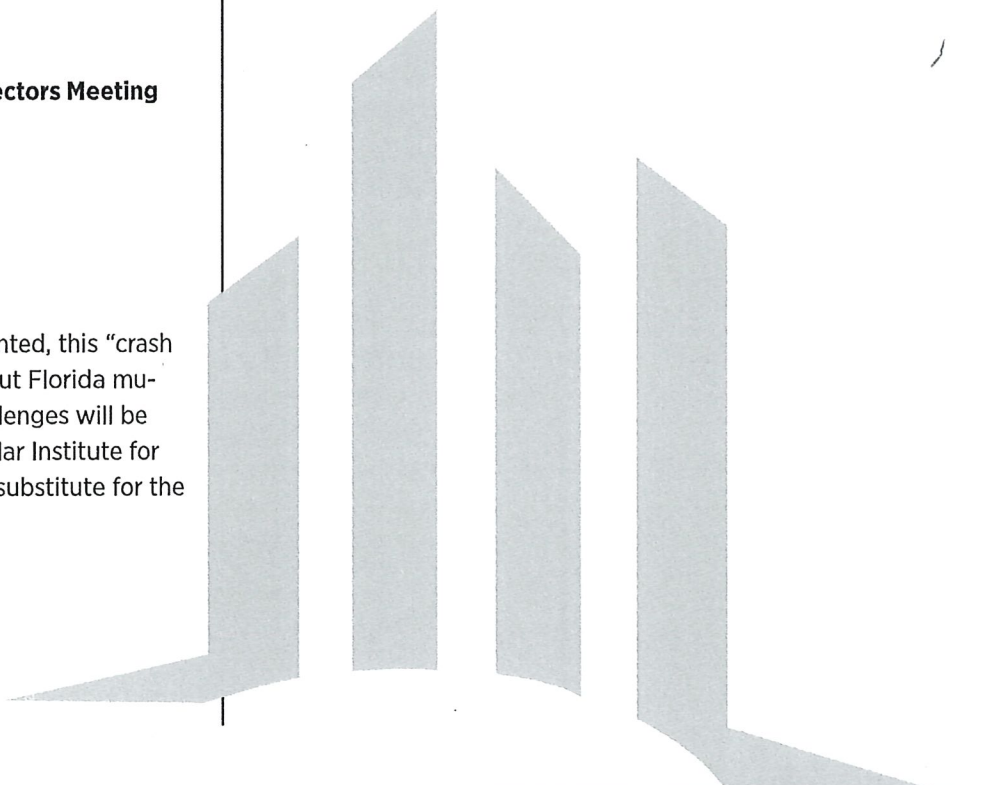
1:00 p.m. - 3:00 p.m.
"Cities 101" Workshop
If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, services and governing challenges will be discussed. This is a prequel to the popular Institute for Elected Municipal Officials, but is not a substitute for the three-day IEMO class.

1:00 p.m. - 3:00 p.m.
Legislative Policy Committee Meetings
- >> Finance, Taxation and Personnel
- >> Land Use and Economic Development
- >> Municipal Administration
- >> Transportation and Intergovernmental Relations
- >> Utilities, Natural Resources and Public Works

3:15 p.m. - 6:00 p.m.
The Opioid Epidemic: Your City's Role
Governor Rick Scott declared an opioid epidemic on May 3, 2017, but for most Floridians, this crisis has hit close to home for several years. What do you need to know about the causes, the key decision-makers and the impact on your municipality? This safety concern also ties into this year's **Safe Cities, Safe Florida** initiative. Join FLC President Susan Haynie for this workshop, which will feature state experts and municipal officials talking about the epidemic and what every city can do, *and should do,* to help all citizens.

5:00 p.m. - 6:00 p.m.
Federal Action Strike Team Meeting

6:00 p.m. - 7:30 p.m.
President's Welcome Reception in Municipal Marketplace



FRIDAY, AUGUST 18, 2017

6:30 a.m. - 8:00 a.m.
5K Fun Run
See page 9 for full details.

7:00 a.m. - 8:30 a.m.
Florida Black Caucus of Local Elected Officials Breakfast
To be eligible to attend, a membership application and paid dues must be submitted to FBC-LEO. Membership applications and additional information are available at fbc-leo.org.

7:00 a.m. - 9:00 a.m.
Continental Breakfast in Municipal Marketplace

7:00 a.m. - 1:15 p.m.
Municipal Marketplace Open

7:00 a.m. - 5:00 p.m.
Registration Desk Open

8:00 a.m. - 9:00 a.m.
First-Time Attendees' Orientation
If this is your first FLC Conference – **Welcome!** This workshop will acquaint you with the League, the conference program (with tips for the best use of your time), how to get involved in your local or regional league, FLC legislative policy committees and other municipal services.

8:00 a.m. - 9:00 a.m.
Workshops

9:15 a.m. - 10:30 a.m.
Resolutions and Legislative Committee Meetings

9:15 a.m. - 10:30 a.m.
Workshops

10:45 a.m. - 12:15 p.m.
OPENING GENERAL SESSION
Featuring the presentation of the E. Harris Drew Award and a keynote presentation by former **Chief David O. Brown**.

12:15 p.m. - 1:15 p.m.
Sidewalk Café in Municipal Marketplace (Cash Sales)

1:30 p.m. - 2:30 p.m.
Workshops

2:45 p.m. - 4:00 p.m.
Workshops

4:15 p.m. - 5:30 p.m.
Workshops

6:00 p.m. - 7:00 p.m.
Membership Networking Event

Evening Open



DAVID O. BROWN

A Dallas native, former **Chief David O. Brown** quit school during his senior year in college to become a Dallas police officer, with the goal of fighting the crack cocaine epidemic in his old neighborhood. Over his 33 years with the Dallas Police Department, Brown served as a patrolman, crime scene detective, SWAT team member and leader, internal affairs detective and assistant chief.

His career was marked by its share of tragedy, including the death of his brother due to drug-related violence, the murder of his partner and the death of his mentally ill adult son in a shootout with police that also left a police officer dead. But there was also triumph – including completing his bachelor's and master's degrees while being promoted to the highest ranks in the department, and working to reduce crime more than any other chief in the history of the department. Under his tenure, officer-involved shootings were reduced more than 40 percent and excessive-force complaints were reduced by 70 percent, their lowest points on record. Brown's efforts in community policing are nationally renowned. He is the longest-serving and most beloved Dallas police chief in modern times.

His leadership during and after the tragic events of July 7, 2016, calmed the City of Dallas and the nation. Brown's decision to use a robot to detonate C4 explosives to neutralize a suspect was a first in the history of American policing. And the chief's call to protestors to become part of the solution by applying to join the police department, earned him accolades from across the nation and around the world.

SATURDAY, AUGUST 19, 2017

7:30 a.m. - 8:30 a.m.
Various Local/Regional League Breakfast Meetings
Contact your local league for more information.

7:30 a.m. - 4:00 p.m.
Registration Desk Open

8:30 a.m. - 9:00 a.m.
Voting Delegate Registration Open

8:30 a.m. - 4:30 p.m.
Youth Council Program
See page 14 for details and registration information.

9:00 a.m. - 10:15 a.m.
Annual Business Meeting

10:30 a.m. - 12:15 p.m.
SECOND GENERAL SESSION
Featuring recognition of the Years of Service awards, a special presentation by NLC President **Matt Zone** and a keynote address by **Mac Stipanovich.**

12:30 p.m. - 2:15 p.m.
Past Presidents' Luncheon and Installation of New President

2:30 p.m. - 5:00 p.m.
Workshops

6:00 p.m. - 10:00 p.m.
Childcare Provided
Pre-registration required. See enclosed form to register.

6:30 p.m. - 9:30 p.m.
Inaugural Celebration - City Nights
We're throwing a party and everyone is invited, so bring your dancing shoes! This year's inaugural celebration will feature the sounds of **Tallahassee Nights Live**, a group that appeals to all styles and ages with their eclectic mix of jazz, R&B, soul, pop, rock, Latin and country. Enjoy a buffet dinner, some strolling entertainment and plan to dance the night away.

Schedule and speakers subject to change.



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Cleveland City Councilman **Matt Zone** is recognized nationally, regionally and locally as a leader on environmental, arts and cultural issues. Currently, Zone serves as president of the National League of Cities.

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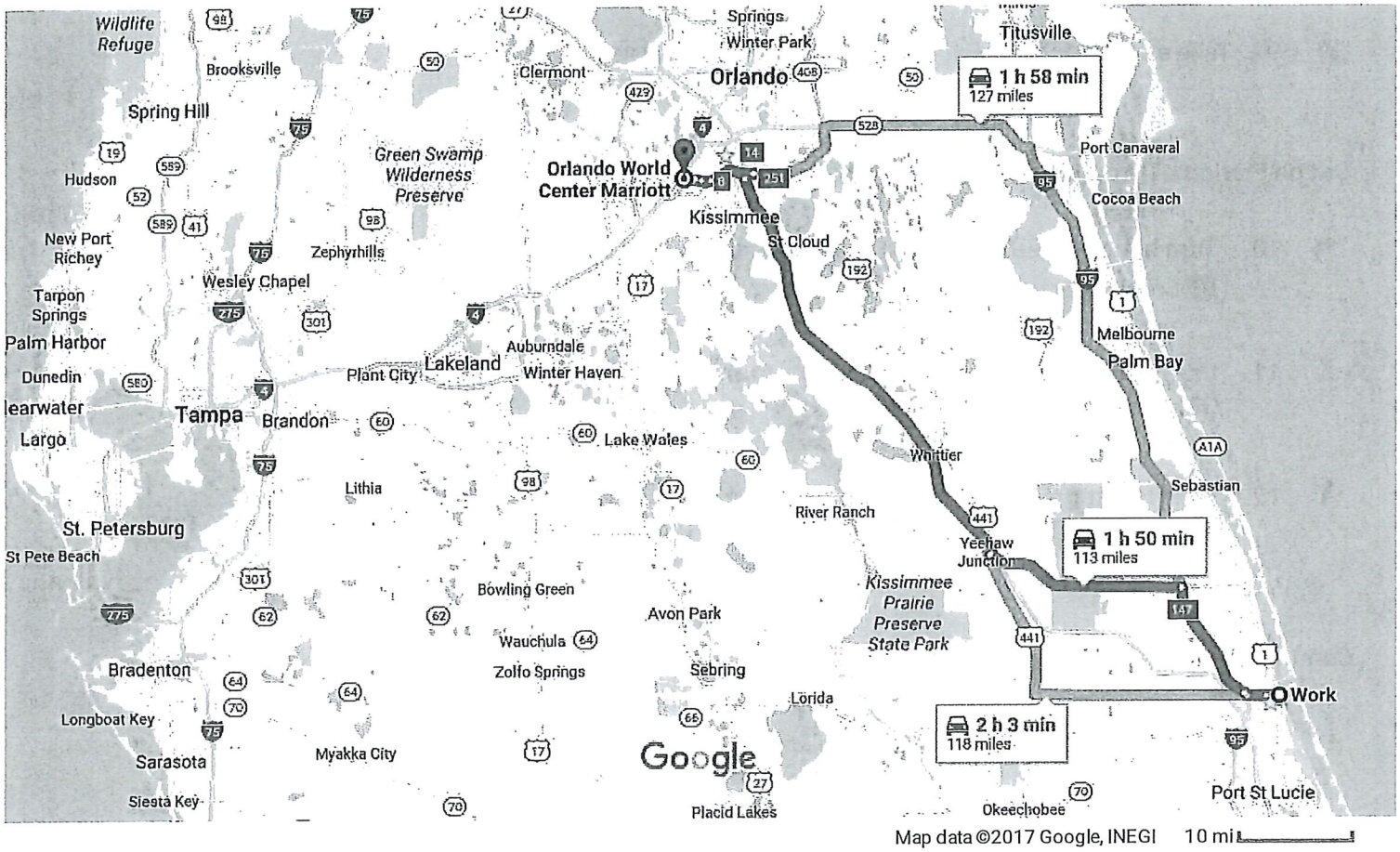
John "Mac" Stipanovich is an attorney who represents individuals and entities, including the Florida League of Cities, before state government agencies, the governor and Cabinet, and the Legislature. He has extensive experience in the political arena and in the public sector, including serving as Florida executive director for Reagan-Bush 1984, campaign director for Bob Martinez for Governor in 1986 and 1990, chief of staff to Martinez, senior advisor to Jeb Bush for Governor in 1994, and advisor to Secretary of State Katherine Harris during the 2000 presidential recount in Florida.

Google Maps 100 US-1, Fort Pierce, FL 34950 to world center marriott orlando Drive 113 miles, 1 h 50 min



100 US-1

Fort Pierce, FL 34950

Get on I-95 N from Orange Ave

10 min (4.5 mi)

1. Head northwest on N 4th St toward Avenue A

272 ft

2. Turn left at the 1st cross street onto Avenue A

0.2 mi

3. Turn left onto N 7th St

72 ft

4. Turn right onto Orange Ave

1.4 mi

5. Continue straight onto FL-68 W/Orange Ave

2.3 mi

6. Continue straight onto FL-68 W

344 ft

7. Use the right lane to merge onto I-95 N via the ramp to Daytona Beach

0.5 mi

Follow World Center Dr to your destination

5 min (1.5 mi)

21. Continue onto World Center Dr
    ⚠ Partial toll road

1.1 mi

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0.3 mi

23. Continue straight

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24. Turn left

72 ft

25. Slight right

89 ft

26. Turn right

141 ft

27. Turn left
    ⓘ Destination will be on the right

30 ft

Orlando World Center Marriott

8701 World Center Dr, Orlando, FL 32821

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

City Commission Regular Meeting **10.c.**

Meeting Date: 07/17/2017

Re: Approval of Commissioner Alexander travel expenses

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel expenses in the amount of $1560.00 for Commissioner Alexander to attend the 2017 Florida League of Cities Annual Conference being held in Orlando, Florida on August 16 - 20, 2017.

SUMMARY:

Approval of travel expenses in the amount of $1560.00 for Commissioner Alexander to attend the 2017 Florida League of Cities Annual Conference being held in Orlando, Florida on August 16 - 20, 2017.

RECOMMENDATION:

Approval travel request

ALTERNATIVES:

Deny request

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Caleta Scott, Deputy City Clerk

Fiscal Impact

Fiscal Year: 2017

Account: 001-1000-511-40-30

Amount: 1560.00

OTHER INFORMATION:

Approval of travel expenses in the amount of $1560.00 for Commissioner Alexander to attend the Florida League of Cities Annual Conference being held on August 16 - 20, 2017 in Orlando, Florida.

Attachments

Commissioner Alexander FLC Travel

Form Review

Inbox	Reviewed By	Date

City Manager	Nick Mimms	07/07/2017 12:43 PM
Form Started By: Caleta Scott		Started On: 06/20/2017 09:47 AM
Final Approval Date: 07/07/2017		

REGISTRATION INFORMATION
2017 FLC Annual Conference
PO Box 1757
Tallahassee, FL 32302
850-222-9684
850-222-3806 fx

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Orlando World Center Marriott
8701 World Center Drive
Orlando, FL
407-239-4200
407-238-8777

DATE: **JUNE 8, 2017**

1. TRAVELER'S NAME: Rufus Alexander III
2. DEPARTURE DATE: 8/16/2017
3. RETURN DATE: 8/20/2017
4. DESTINATION: Orlando, FL
5. CODE CHARGE: **001-1000-511-40.30**
6. AMT BUDGETED: 7500

DEPARTMENT: City Commission
DEPARTURE TIME: 2:00 PM
RETURN TIME: 1:00 PM
PURPOSE: 2017 Florida League of Cities Annual Conference

7. BALANCE AVAILABLE: _____

Expenses must comply with City Code of Ordinances 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:	525.00			
* HOTEL BILL: Confirmation # **32JXG839**		708.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.54 226			122.04	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR **PARKING FEES**			25.00	
* MISC. EXPENSES				
MEALS				
4 BREAKFAST @ $8.00			32.00	
4 LUNCH @ $8.00			32.00	
4 DINNER @ $20.00			80.00	
SPECIAL LUNCHEON/BANQUET			0.00	
6.5% STATE TAX			9.36	
15% GRATUITIES			21.60	
TOTALS	525.00	708.00	327.00	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY:

Linda W. Cox
DEPARTMENT SUPERVISOR

CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

Conditioned upon City Commission approval

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

_____
_____
_____
_____

* RECEIPT REQUIRED
REV 1/16 DLN

RECEIVED
TIME _____
JUN 29 2017
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

FLORIDA LEAGUE OF CITIES, INC.

Thank you for your payment. This web page is your receipt - please print a copy for your records.

Need help printing? Try the control-P key command: press and hold the control key (usually located on the bottom left of the keyboard), and then press the letter P.

Paying by check? Click here for more information.

Order Confirmation

Florida League of Cities

Order Number	55946
Order Date	6/8/2017
Bill To	Caleta Scott
Payment Method	Visa **********7957
Name on Card	Caleta Scott

Item		Quantity	Price	Total
FLC 2017 Annual Conference - Rufus J. Alexander, III When: 8/17/2017 - 8/19/2017 Where: World Center Marriott 8701 World Center Dr. Orlando, FL 32821 Registration option: Registration - City, County or Agency Program Items: • Continuing Education in Ethics	8/17/2017 8:00 AM 8/17/2017 8:00 AM	1	525.00	525.00

Item Total	525.00
Transaction Grand Total	**525.00**

A confirmation is being sent to: cscott@city-ftpierce.com

Send another copy to: [ ] Send

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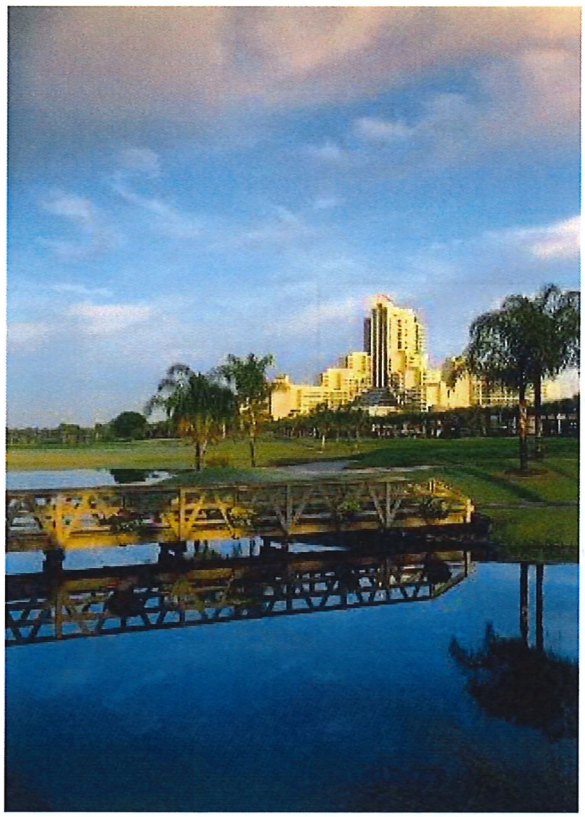
MARRIOTT
ORLANDO
WORLD CENTER

Orlando World Center Marriott

8701 World Center Drive
Orlando, FL 32821 US
Phone: 407-239-4200 Fax: 407-238-8777



Reservation for Rufus Alexander III

Online Confirmation Number: 32JXG839
Marriott Confirmation Number: 93336107
Check-in: Aug 16, 2017 (Check-in time: 4:00 PM)
Check-out: Aug 20, 2017 (Check-out time: 11:00 AM)

Modify or Cancel reservation

View Hotel Website
Maps & Transportation

Reservation Confirmation

Dear Rufus Alexander III,

We are pleased to confirm your reservation with Marriott. Below is a summary of your booking and room information. We look forward to making your stay gratifying and memorable. When you're traveling away from home you can always count on Marriott.

Orlando World Center Marriott

Planning Your Trip

- Visit Orlando area

Do You Need Transportation During Your Trip

Should you need transportation to the World Center from the Orlando International Airport and would like to pre arrange this to make your travel more enjoyable, we have a link below for either a private taxi/car service or for the Hotel Shuttle service.

Tentative Program

Workshop Topics

We are planning a variety of informative workshops to provide you with the tools to help your city navigate the current economic, technological and political landscape. The specific workshop schedule will be posted to our website as soon as it is available, so check for updates! Topics being considered include:

- >> Additional Homestead Exemption Constitutional Amendment
- >> Deployment of Wireless Communications Infrastructure for 5G Technology
- >> Media Training
- >> Public Records Reform
- >> Safe Cities, Safe Florida Workshops
- >> Update on the Constitution Revision Commission

WEDNESDAY, AUGUST 16, 2017

8:30 a.m. - 1:00 p.m.
RESEARCH SYMPOSIUM
Medical Marijuana and Your City: Facts, Fiction and Moving Forward
In 2016, Florida's voters approved a constitutional amendment legalizing the production, distribution and use of medical marijuana. The implementation of this amendment will require legislation, administrative rule and the development of complex processes for growers, doctors and patients – and dealing with myths and misinformation. As licensed dispensaries and nurseries provide products and services, questions remain about how and when these will impact our cities. Impacts may be felt in the areas of permitting, zoning, code enforcement, intergovernmental relations, law enforcement and emergency response, as well as other departments. The Center for Municipal Research & Innovation is proud to host this symposium supporting President Susan Haynie's **Safe Cities, Safe Florida** Initiative. Plan now to join with policy and industry experts, municipal representatives and the League's research partners for a timely, informative and action-oriented session designed to help cities determine next steps.

While there is no fee to attend, pre-registration is required. Please check the box on the enclosed registration form.
Note that anyone who signs up and does not attend the symposium will be assessed a no-show fee of $45.

2:00 p.m. - 5:00 p.m.
Florida League of Mayors Roundtable
Additional registration required through the Florida League of Mayors; contact Jill Walker at jwalker@flcities.com.

THURSDAY, AUGUST 17, 2017

7:30 a.m. - 7:00 p.m.
Registration Desk Open

8:00 a.m. - 9:00 a.m.
Florida League of Mayors Nominating Committee Meeting

THURSDAY, AUGUST 17, 2017

8:00 a.m. - 12:00 p.m.
Continuing Education in Ethics: Are Your Hours Done?
Florida's municipal elected officers are required to take four specific hours of continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four hours include two hours on the Florida Ethics Law (Chapter 112, F.S.), one hour of public meetings (Chapter 286, F.S.) and one hour of public records (Chapter 119, F.S.). If your hours are completed, this is a good refresher class.
NOTE: *You must be registered for the full conference to attend this session and pre-registration is required. See enclosed registration form.*

11:00 a.m. - 12:00 p.m.
Florida League of Mayors Business Meeting
For more information, contact Jill Walker at (850) 222-9684.

11:00 a.m. - 3:00 p.m.
Grants Expo
Need Information on available grants and technical assistance? Don't miss this opportunity to talk with representatives from various federal, state and nonprofit organizations about their grant programs, ranging from housing and historic preservation to emergency management and economic development.

12:00 p.m. - 1:00 p.m.
Florida League of Mayors Board of Directors Meeting

12:30 p.m. - 7:30 p.m.
Municipal Marketplace Open

1:00 p.m. - 3:00 p.m.
"Cities 101" Workshop
If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, services and governing challenges will be discussed. This is a prequel to the popular Institute for Elected Municipal Officials, but is not a substitute for the three-day IEMO class.

1:00 p.m. - 3:00 p.m.
Legislative Policy Committee Meetings
- >> Finance, Taxation and Personnel
- >> Land Use and Economic Development
- >> Municipal Administration
- >> Transportation and Intergovernmental Relations
- >> Utilities, Natural Resources and Public Works

3:15 p.m. - 6:00 p.m.
The Opioid Epidemic: Your City's Role
Governor Rick Scott declared an opioid epidemic on May 3, 2017, but for most Floridians, this crisis has hit close to home for several years. What do you need to know about the causes, the key decision-makers and the impact on your municipality? This safety concern also ties into this year's **Safe Cities, Safe Florida** initiative. Join FLC President Susan Haynie for this workshop, which will feature state experts and municipal officials talking about the epidemic and what every city can do, *and should do,* to help all citizens.

5:00 p.m. - 6:00 p.m.
Federal Action Strike Team Meeting

6:00 p.m. - 7:30 p.m.
President's Welcome Reception in Municipal Marketplace

FRIDAY, AUGUST 18, 2017

6:30 a.m. - 8:00 a.m.
5K Fun Run
See page 9 for full details.

7:00 a.m. - 8:30 a.m.
Florida Black Caucus of Local Elected Officials Breakfast
To be eligible to attend, a membership application and paid dues must be submitted to FBC-LEO. Membership applications and additional information are available at fbc-leo.org.

7:00 a.m. - 9:00 a.m.
Continental Breakfast in Municipal Marketplace

7:00 a.m. - 1:15 p.m.
Municipal Marketplace Open

7:00 a.m. - 5:00 p.m.
Registration Desk Open

8:00 a.m. - 9:00 a.m.
First-Time Attendees' Orientation
If this is your first FLC Conference – **Welcome!** This workshop will acquaint you with the League, the conference program (with tips for the best use of your time), how to get involved in your local or regional league, FLC legislative policy committees and other municipal services.

8:00 a.m. - 9:00 a.m.
Workshops

9:15 a.m. - 10:30 a.m.
Resolutions and Legislative Committee Meetings

9:15 a.m. - 10:30 a.m.
Workshops

10:45 a.m. - 12:15 p.m.
OPENING GENERAL SESSION
Featuring the presentation of the E. Harris Drew Award and a keynote presentation by former **Chief David O. Brown**.

12:15 p.m. - 1:15 p.m.
Sidewalk Café in Municipal Marketplace (Cash Sales)

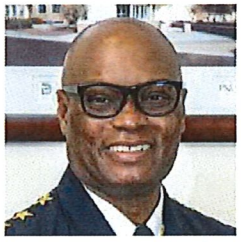
1:30 p.m. - 2:30 p.m.
Workshops

2:45 p.m. - 4:00 p.m.
Workshops

4:15 p.m. - 5:30 p.m.
Workshops

6:00 p.m. - 7:00 p.m.
Membership Networking Event

Evening Open



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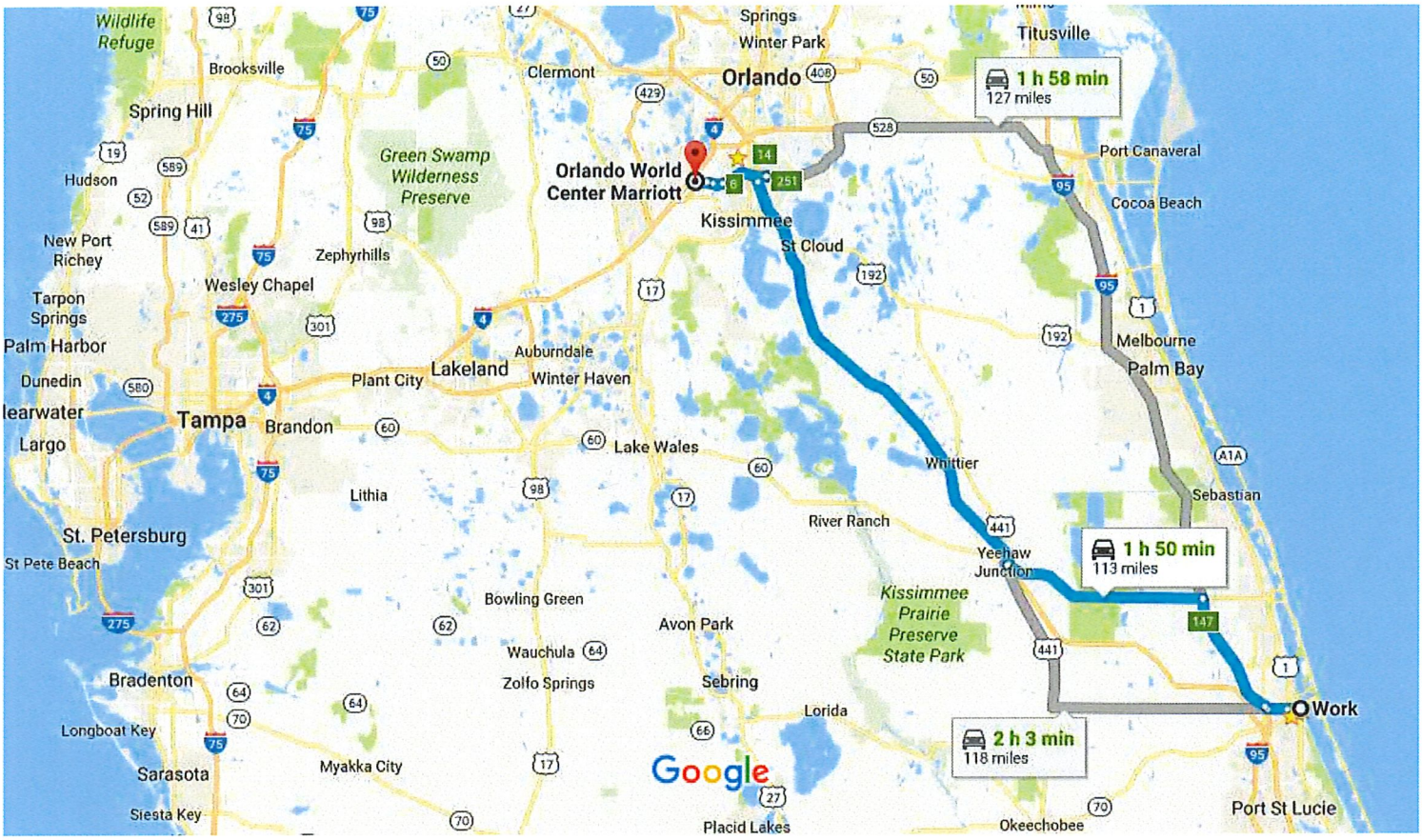
Google Maps 100 US-1, Fort Pierce, FL 34950 to world center marriott orlando Drive 113 miles, 1 h 50 min



Map data ©2017 Google, INEGI 10 mi

100 US-1

Fort Pierce, FL 34950

Get on I-95 N from Orange Ave

10 min (4.5 mi)

1. Head northwest on N 4th St toward Avenue A

272 ft

2. Turn left at the 1st cross street onto Avenue A

0.2 mi

3. Turn left onto N 7th St

72 ft

4. Turn right onto Orange Ave

1.4 mi

5. Continue straight onto FL-68 W/Orange Ave

2.3 mi

6. Continue straight onto FL-68 W

344 ft

7. Use the right lane to merge onto I-95 N via the ramp to Daytona Beach

0.5 mi

Follow I-95 N to FL-60 W/20th St in West Vero Corridor. Take exit 147 from I-95 N

13 min (15.3 mi)

8. Merge onto I-95 N

15.1 mi

9. Take exit 147 for FL-60 toward Vero Beach/Lake Wales

0.2 mi

Get on Florida's Turnpike in Osceola County

25 min (25.3 mi)

10. Turn left onto FL-60 W/20th St (signs for Lake Wales)
    Continue to follow FL-60 W

24.6 mi

11. Use the right lane to take the Florida's Turnpike ramp
    Toll road

0.2 mi

12. Keep left at the fork, follow signs for Orlando N and merge onto Florida's Turnpike
    Toll road

0.5 mi

Continue on Florida's Turnpike to Orange County. Take exit 6 from FL-417 Toll S

57 min (66.5 mi)

13. Merge onto Florida's Turnpike
    Toll road

56.7 mi

14. Take exit 251 to merge onto FL-417 Toll N
    Partial toll road

1.3 mi

15. Use the right 2 lanes to take exit 14 for Landstar Blvd
    Toll road

0.5 mi

16. Use the left lane to turn left onto Landstar Blvd
    Partial toll road

0.1 mi

17. Turn left onto the FL-417 S ramp
    Partial toll road

0.3 mi

18. Merge onto FL-417 Toll S
    Toll road

5.6 mi

19. Keep left at the fork to stay on FL-417 Toll S
    Toll road

1.3 mi

20. Use the right 2 lanes to take exit 6 for International Drive toward FL-536/FL-535/Interstate 4 E
    Toll road

0.7 mi

Follow World Center Dr to your destination

5 min (1.5 mi)

21. Continue onto World Center Dr
    ⚠ Partial toll road

1.1 mi

22. Turn right to stay on World Center Dr

0.3 mi

23. Continue straight

230 ft

24. Turn left

72 ft

25. Slight right

89 ft

26. Turn right

141 ft

27. Turn left
    ⓘ Destination will be on the right

30 ft

Orlando World Center Marriott

8701 World Center Dr, Orlando, FL 32821

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City Commission Regular Meeting **10.d.**

Meeting Date: 07/17/2017

Re: Request additional funds for A-1 Balers and Compactors, BPO 170247

Submitted For: Mike Reals, Public Works Manager, Public Works

---

SUBJECT:

Approve $15,000 increase in BPO 170247, A-1 Balers and Compactors, West Palm Beach, Florida.

SUMMARY:

The Commission approved blanket purchase order #170247 on September 19, 2016, for the period October 1 through September 30, 2017. The additional funding is needed to cover additional Solid Waste refuse vehicle compactor and hydraulic repairs for the remainder of the 2016-2017 Fiscal year.

RECOMMENDATION:

The Public Works Department recommends the increase of $15,000 for A-1 Balers and Compactors Blanket Purchase Order #170247.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2017
Account:	40242005344651
Amount:	15,000

OTHER INFORMATION:

Funds are available

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/07/2017 12:44 PM

Form Started By: Tanya White Started On: 06/28/2017 08:14 AM

Final Approval Date: 07/07/2017

City Commission Regular Meeting **10.e.**

Meeting Date: 07/17/2017

Re: Change Order No. 1 to Bid No. 2016-022 North 13th Street Roadway Improvments

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of Change Order No.1 for Bid No. 2016-022 North 13th Street Roadway Improvements in the amount of $12,863.25 to Pav-Co Contracting Inc. pending City Attorney approval.

SUMMARY:

Change Order No. 1 is required to adjust contract quantities created by field modifications, adjustments and as-built review. These modifications were required to avoid conflicts and adjustments to achieve proper property tie-ins. The costs and adjustments are consistent with contract terms and conditions.

RECOMMENDATION:

Approval

ALTERNATIVES:

Proceed as directed by the City Commission

RESPONSIBLE STAFF:

Edward Seissiger, Project Coordinator

COORDINATED WITH:

Bill Carpino: President of Pav-Co Inc
Valerie Schultie: FPUA Supervising Engineer

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2016/17
Account: 001-6000-513-6310
Amount: $12,863.25

FISCAL IMPACT:

The Account break down for costs incurred by the change order are as follows:
001-6000-513-6310 = $19,863.25
403-4300-538-3490 = $1,361.54
FPUA Portion = <$7,743.22>

Attachments

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/11/2017 08:59 AM
City Manager	Nick Mimms	07/11/2017 03:51 PM
Form Started By: Ed Seissiger		Started On: 07/05/2017 11:33 AM
Final Approval Date: 07/11/2017		

CHANGE ORDER NO. 1

North 13th Street Roadway Improvements Phase IIB

Bid No. 2016-022

DATE: June 15, 2017

CONTRACTOR: Pav-Co Contracting, Inc.

OWNER: City of Fort Pierce

ORIGINAL CONTRACT AMOUNT	:	$ 1,214,943.15
CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	$ 1,214,943.15
NET CONTRACT AMOUNT **INCREASE** RESULTING FROM THIS CHANGE ORDER	:	**$ 12,863.25**
PROPOSED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	**$ 1,227,806.40**
CURRENT CONTRACT EXPIRATION DATE	:	July 13, 2017
CONTRACT EXPIRATION DATE ADJUSTED BY THIS CHANGE ORDER	:	July 13, 2017

CHANGES ORDERED:

I. GENERAL:

This Change Order includes compensation for field modifications and contract adjustments inclusive of repair work caused by others to be added to the original contract.

All CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS, apply to and govern all the Work under this Change Order.

II. REQUIRED CHANGES/COST ADJUSTMENTS:

Description	*Unit*	*Qty*	*Unit Price*	*Amount*
1. Concrete Pipe 15" RCP	LF	< 31 >	$41.80	< $1,295.00 >
2. Concrete Pipe 12" x 18" ERCP	LF	31	$49.50	$1,534.50
3. Concrete Sidewalk 6" Thick	SY	66	$150.00	$9,900.00
4. Asphalt Turnout Construction	SY	< 70 >	$35.00	< $2,450.00 >
5. Modify Structures S-30, S31 for new pipe size	EA	2	$648.00	$1,296.00
6. Modify Inverts S-32 & S-33 for conflict	LS	1	$723.50	$723.50
7. Curb and Gutter Adjustment 33 LF (removal)	Hrs	6	$250.00	$1500.00
8. Adjusted Curb and Gutter 33 LF (install)	LF	33	$19.50	$643.50
9. Concrete steps for property tie-in (2 sets)	LS	1	378.00	$378.00
10. 2" Manhole riser	LS	1	$162.00	$162.00
11. Installation of Traffic Loops (8 Type F Loops)	LS	1	$8,121.60	$8,121.60
12. Additional Bacterial Sample point	EA	1	$533.50	$533.50
13. 8" Sewer Main (0'-6')	LF	13	$23.10	$300.30
14. 12" Mechanical Joint Bell Restraint	EA	3	$226.60	$679.80
15. 12" PVC Water Main	LF	< 17 >	$40.70	< $691.90 >
16. 12" Mega Lug Restraint	EA	< 32 >	$204.60	< $6,547.20 >
17. Ductile Iron Utility Fitting	TN	< 1.23 >	$5731.00	< $7,049.13 >
18. 6" DIP Sewer Service (0>6")	EA	<1>	$1386.00	<$1386.00>
19. Coquina Rock (Additional rock needed for Gas conflict)	TN	313.15	$15.93	$4,988.48

20. Damaged Curb and Gutter and sidewalk removal	Hrs	3	$250.00	$750.00
21. Concrete curb and Gutter (Repair from bore crew damage)	LF	5	$19.50	$97.50
22. Sidewalk Repair (Repair from bore crew and FPUA Truck damage)	SY	7	$53.50	$374.50
23. Additional Sod for Mastec Work area	SY	100	3.00	$300.00
NET INCREASE BY THIS CHANGE ORDER				**$12,863.25**

III. JUSTIFICATION:

Items 1-10 are additions / deletions for required field modifications based on field conditions. These adjustments were performed to make connections and property tie-ins.

Item 11 is a required addition as the traffic system work was not part of the original scope of work or project design.

Items 12-18 are additions and deletions required for the utility work from field modifications and contract adjustments based on final as-built plan review.

Items 19-23 are required additions for utility conflicts and damage repairs.

IV. PAYMENT:

This change order work will increase the existing contract price by $12,863.25 which will be funded by Account No. 001-6000-513-6310 in the amount of $19,244.93, SMU Account No. 403-4300-538-3490 in the amount of 1,361.54 and the FPUA portion of Contract will be adjusted by <$7,743.22>.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Contract other than the matters expressly provided herein.

RECOMMENDED BY:

John R. Andrews, P.E.
City Engineer

By: _____
Signature

Date: 7/3/17

APPROVED AS TO FORM AND CORRECTNESS:

James M. Messer, Esq.
City Attorney

By: _____
Signature

Date: _____

APPROVED BY:

Linda Hudson
Mayor

By: _____
Signature

Date: _____

ACCEPTED BY:

William Carpino, President
Pav-Co Contracting, Inc

By: _____
Signature

Date: 7/3/17

City Commission Regular Meeting **10.f.**

Meeting Date: 07/17/2017

Re: Approval of Grant Award for portion of Lincoln Park Revitalization Coordinator Salary

Submitted For: Libby Woodruff, Manager, Finance Department

SUBJECT:

Approve Grant Award from Allegany Franciscan Ministry to cover portion of salary for Lincoln Park Revitalization Coordinator staff position for three (3) years.

SUMMARY:

Commission previously approved grant application to Allegany Franciscan Ministries (AFM) for salary and fringe for LP Revitalization Coordinator position for 3 years. AFM has agreed to cover portion of 3-Year salary at 75%/1st Year; 50%/2nd Year; 25%/3rd Year, equaling $132,000.

RECOMMENDATION:

Approve acceptance of contractual agreement reflecting revised grant award from AFM for $132,000 to help cover salary and fringe for LP Revitalization Coordinator staff position for the next 3 years.

ALTERNATIVES:

Do not approve the acceptance of the AFM grant award reflecting revised grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Grants Administration Division

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

Account: 10390025544960

Amount: 21,750

OTHER INFORMATION:

City of Fort Pierce's financial obligation to this grant award:
2017-2018 - $21,750
2018-2019 - $43,500
2019-2020 - $65,250

Attachments

AFM Revised Grant App
Grant Contract - AFM
Allegany Ltr - Grant Award Approval

Form Review

Inbox	Reviewed By	Date
Finance Department	Libby Woodruff	07/07/2017 11:57 AM
Finance Department	Libby Woodruff	07/07/2017 12:04 PM
Finance Department	Johnna Morris	07/11/2017 08:59 AM
City Manager	Nick Mimms	07/11/2017 03:53 PM
Form Started By: Libby Woodruff		Started On: 07/05/2017 09:56 AM
Final Approval Date: 07/11/2017		

Application

Lincoln Park Revitalization Coordinator - Salary and Fringe Benefits

Process: Common Good Initiative Investment Application

Public Profile | Application Packet | Question List

Applicant:
Ms. Libby A Woodruff
ewoodruff@city-ftpierce.com
772-467-3169
City of Fort Pierce 100 N. U.S. Hwy. 1
Fort Pierce, Florida 34950 USA

Contact Email History

Organization:
City of Fort Pierce
59-6000322
772-467-3169
100 North U.S. Hwy. 1
Fort Pierce, Florida 34950 USA

If your organization information does not appear correct, please click the edit (pencil) icon.

Fields with an asterisk (*) are required.

Click to here to read application instructions.

Select the Common Good Initiative community served.

- (•) Lincoln Park
- ( ) Overtown
- ( ) Wimauma

Organizational Information

Lead Organization Background*

Briefly describe your organization including history and scope of services. Include a description of the geographic area served and population served.

Fort Pierce is a city in and the county seat of St. Lucie County, Florida. It is also known as “The Sunrise City”. The estimated population recorded by the U.S. Census Bureau was 44,484 for 2016. The City of Fort Pierce is named after the army installation of Fort Pierce built in the area in 1838 during the Second Seminole War.

The City of Fort Pierce has a mayor-council form of local government. The offices of commissioner and mayor are nonpartisan, and have a term of four years.

According to the United States Census Bureau, Fort Pierce boundaries entail an area of 20.8 miles, of which 14.7 square miles is land and 6.0 square miles (35%) is water.

3,925 characters left of 5,000

Project Information

Project Name*

Do not include organization's name in the project name.

Lincoln Park Revitalization Coordinator - Salary and Fringe Benefits

Length of Investment*

Choose one

- ( ) 12 months
- ( ) 24 months
- (•) 36 months

Key Partners in Initiative*

List other organizations holding key roles in project and describe their role.

Key partners are the City of Fort Pierce and Allegany Franciscan Ministries.

✔ 1,924 characters left of 2,000

Initiative Description*

Summarize the project or initiative to be funded. Identify name and title of key personnel working with the initiative.

This request is for funding to help cover the salary and fringe benefits for a new City staff position - the Lincoln Park Revitalization Coordinator for three (3) years with the option to renew for two (2) additional years. Specifically, this request is for cover:
- 1st Year - 75%-AFM / 25%-CFP ($65,250-Allegany; $21,750-City of Fort Pierce)
- 2nd Year - 50%-AFM / 50%-CFP ($43,500-Allegany; $43,500-City of Fort Pierce)
- 3rd Year - 25%-AFM / 75%-CFP ($21,750-Allegany; $65,250-City of Fort Pierce)

Key Personnel - Nicholas Mimms, City of Fort Pierce City Manager; Libby Woodruff, City of Fort Pierce Manager, Urban Redevelopment; and City of Fort Pierce Lincoln Park Revitalization Coordinator - To Be Decided.
The City of Fort Pierce is committed to sustaining this staff position in perpetuity, through the City's General Fund appropriations and grant awards, when the Allegany Franciscan Ministry funding commitment comes to an end, within 3-5 years.

✔ 4,042 characters left of 5,000

Complete and upload EITHER a Scope of Work or the Success Measures Form. Your regional vice president will advise which one is needed.

Scope of Work (Planning Grants/Events)

At a minimum, it will detail the activities, timeline and deliverables of the funded initiative. The lead agency is responsible for the deliverables and reporting to Allegany Franciscan Ministries. If multiple partners are involved, their responsibilities may be spelled out in separate MOUs with the lead agency, or in other formats as agreed to by the partners. Complete and upload your scope of work. (Upload will not appear until after you click "save draft" at the bottom of this page).

Success Measures Form (Project Oriented)

Review the Explanation of Success Measures and complete the Success Measures Form. If the project will be funded for more than one year, complete one form for each year. Complete, save and upload. (Upload will not appear until after you click "save as draft" at the bottom of this page.

City of FP - Success Measures - Year 1.pdf [200.0KiB]

Year 2 Success Measures Form (if applicable)

City of FP - Success Measures - Year 2.pdf [200.3KiB]

Year 3 Success Measures Form (if applicable)

City of FP - Success Measures - Year 3.pdf [199.4KiB]

Budget Information

Total Organizational Budget, current fiscal year*

$ 35,803,121

Total Anticipated Funding from Allegany Franciscan Ministries for this Initiative*

$ 132,000

Project Budget Summary Form

Download the Project Budget Summary Form. Complete, save and upload the document back into the application. (Upload will not appear until after you click "save draft" at the bottom of this page). If you already have a project budget form, please use that making sure to include an accounting of funding requested by Allegany Franciscan Ministries.

Fort Pierce - Project Budget Summary Form - All Years.pdf [77.1KiB]

Project Budget Narrative Form

Download the Project Budget Narrative Form. Project Budget Narrative Form. Complete, save and upload the form back into the application. Use existing budget narrative documents if you have them.

City of FP - Proj Bud Narr - All Years.pdf [234.6KiB]

Most Recent Audit

Upload your most recent audit. For requests $50,000 and above.

FP - 2017 Audit Report.pdf [293.2KiB]

Certification & Signature Form

Certification and Signature Form*

Download the Certification Form attached here. Once complete, scan the signed document and upload it back into the application or use the Fax-to-File tool to create a pdf of the document and upload. Refer to instructions for more information.

City of Fort Pierce - Certification and Signature Form.pdf [527.9KiB]

Supplemental Information

Upload #1

Additional information requested by regional vice president. Add brief description of uploaded document.

Role of Lincoln Park Revitalization Coordinator

453 characters left of 500

Revitalization Coordinator - Neighborhood Role.pdf [62.1KiB]

Upload #2

Additional information requested by regional vice president. Add brief description of uploaded document.

500 characters left of 500

Lincoln Park Revitalization Coordinator - Salary and Fringe Benefits

Common Good Initiative Investment Application

City of Fort Pierce

Mr. Nicholas Mimms
100 North U.S. Hwy. 1
Fort Pierce, Florida 34950

ewoodruff@city-ftpierce.com
O: 772-467-3169
F: 772-466-5808

Ms. Libby A Woodruff

City of Fort Pierce
100 N. U.S. Hwy. 1
Fort Pierce, Florida 34950

ewoodruff@city-ftpierce.com
O: 772-467-3169
F: 772-466-5808

FollowUp Form

Project Name*

Name of Project

Lincoln Park Revitalization Coordinator - Salary and Fringe Benefits

Amount Awarded

$132,000.00

Common Good Initiative Investment Agreement - non 501 c 3 Multi-Payments

This document, all the conditions and terms herein, and any attachments in the Allegany Franciscan Ministries online grants management system, will once signed by you, serve as your consent to accept the funds and implement the approved program in accord with this agreement.

The agreement should be completed and signed by the Organization's chief executive officer or an authorized officer of the Organization. This is an electronic agreement that can be completed and signed through the Allegany Franciscan Ministries online grants management system. If you would like to print a copy for your records, please use the blue print packet button in the upper left corner after you have saved and/or submitted the agreement.

In this document, the term "Organization" shall be understood to be mean the organization receiving the funding.

I. Purpose of Investment and General Information

A. The investment will be used exclusively for the purposes specified in the Organization’s application and any related amendment documents as may be approved in writing by the parties. The Organization will directly administer the program specified.

B. The investment awarded by this agreement is made with the understanding that Allegany Franciscan Ministries has no obligation, now or in the future, to provide financial or other support to the Organization.

C. The investment is made, and must be used, in accordance with all applicable laws, regulations and rulings. No goods or services were provided to the Organization by Allegany Franciscan Ministries.

D. The Organization must request approval in writing for any significant changes, additions or deletions to any part of the program goals, objectives, activities, outcomes, timetable or budget submitted by the Organization. Budget variances of up to 10% are acceptable without requiring modification to the budget submitted by the Organization. For larger variances, a written request for modification must be submitted. Approval, if given, will be indicated in writing by Allegany Franciscan Ministries. The Organization will notify Allegany Franciscan Ministries in writing within 30 days if there is a change in key personnel essential to the ongoing administration of the Organization or programs funded by the investment. If there is any question as to the significance of a particular change, additional or deletion, the Organization will contact Allegany Franciscan Ministries.

E. In the event that any uncertainty develops as to the Organization's ability to fully implement any aspect of the program covered by the investment, either due to a lack of financial resources or otherwise, the Organization will promptly notify Allegany Franciscan Ministries.

F. The Organization represents and warrants that it is in compliance with, and shall at all times from its date of application through the expiration of the investment period remain in compliance with the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury and applicable anti-terrorist financing and asset control laws, rules, regulations and executive orders, including, but not limited to, Executive Order No. 13224 and the USA Patriot Act of 2001. Organization shall ensure that funds will not be used for any purpose prohibited by such laws, rules, regulations and executive orders. Organization shall notify Allegany Franciscan Ministries immediately in the event of any non-compliance with, or prohibited use under, such laws, regulations, rules and executive orders.

II. Accounting and Audit

A. The Organization will maintain a separate line item for the investment on its books for accounting purposes. All expenditures must adhere to the specific line items in the approved project budget or in subsequent approved amendments. Expenses charged against this investment may not be incurred either prior to the date of this investment agreement or subsequent to the expiration or termination date of the investment and may be incurred only as necessary to carry our the purposes and activities of the approved program as set forth in this investment agreement and the investment application.

B. The Organization will retain all records, receipts, invoices and canceled checks for a period of four (4) years following the completion of the investment. The Organization will make its books and records available to Allegany Franciscan Ministries and its designated agents upon request, both during the period of Allegany Franciscan Ministries funding of the investment for a period of four (4) years thereafter.

C. Generally for investments greater than $50,000, the Organization shall arrange for, at the Organization's sole cost and expense, an annual independent audit of its financial statement. The Organization agrees that it will provide a copy of the independent audit of its financial statement to Allegany Franciscan Ministries no later than one month after the Organization has received the completed independent audited financial statement. In lieu of an audit, agreed upon documentation must be submitted to insure financial oversight and management.

III. Payments and Reports

A. Allegany Franciscan Ministries will make payments in one or multiple installments, according to a timeframe agreed upon with the Organization. When multiple payments are planned, a progress report is required prior to the release of subsequent payments. Reporting and payment schedule information can be found in the Final Outcomes and Budget document which is a separate merged document in Allegany Franciscan Ministries' online grants management system. Payment will be issued within 30 days of the time a progress report is received and approved.

B. The Organization will provide a report to Allegany Franciscan Ministries at the dates set in the Final Outcomes and Budget Report. document. Reports will be submitted online and include a summary as well as program and financial updates.

C. Expenditures, outcomes and indicators have been agreed upon by representatives of Allegany Franciscan Ministries and the Organization for the investment period, and can be found in one merged Final Outcomes and Budget document, which contains: Success Measures Form, payment schedule, Project Budget Summary Form, and Project Budget Narrative Form.

D(a). For agreements with multiple payments, payment installments are based on a predetermined schedule negotiated between Allegany Franciscan Ministries and the Organization. Prior to subsequent payments being released, the Organization must expend 80% of its previous payments.

D(b). Progress reports must be submitted according to the schedule set in the Final Outcomes and Budget document. If at the time a progress report is due, the Organization reports that it has spent at least 80% of the payments made, Allegany Franciscan Ministries will release the next payment. If the Organization has not spent 80% of the payments made, the Organization must still submit all reports by the due date, but funds will not be

released. Once the report is submitted, the Organization must communicate with the appropriate Allegany Franciscan Ministries staff member, in order to determine next steps. In most cases, in order to receive the next payment, the Organization will be expected to resubmit a financial report once it has met the 80% expenditure threshold.

D(c). Allegany Franciscan Ministries will reimburse expenses incurred for the program prior to the Organization receiving the investment check, as long as the expenditures are made within the agreement period.

E. The "program report" section of the progress report will include information about demonstrated progress toward outcomes described in the Success Measures Form and agreed upon by representatives of Allegany Franciscan Ministries and the Organization. The program updates will also summarize challenges, obstacles and lessons learned in the implementation of the grant.

F. Allegany Franciscan Ministries may, at its own expense, monitor and conduct evaluations of the program funded by the grant and its continued feasibility in addition to reviewing the reports. Allegany Franciscan Ministries' staff or designated volunteers may conduct onsite visits during the grant period. Allegany Franciscan Ministries will consider a mid-grant meeting with the Organization to review progress and, as necessary, revise/re-set outcomes and budget. Allegany Franciscan Ministries may request a meeting during the investment period or upon grant completion to review and share progress and challenges, lessons learned, and any other observations or recommendations regarding the program.

IV. Copyright and Acknowledgement

A. Allegany Franciscan Ministries hereby grants all such copyright interests in materials produced as a result of the investment to the Organization. The Organization grants Allegany Franciscan Ministries a nonexclusive, irrevocable, perpetual, and royalty-free license to reproduce, publish, alter or otherwise use any and all such materials, including any and all data collected in connection with the investment grant in any and all forms the data are fixed.

B. Allegany Franciscan Ministries retains the right to publicize the investment and report on the investment's outcomes, as it deems appropriate. Allegany Franciscan Ministries will consult with the Organization prior to major announcements. In any acknowledgement or recognition of the investment, and in any publication or press releases, the Organization will refer to Allegany Franciscan Ministries as "Allegany Franciscan Ministries". The Organization will provide copies of all printed materials, newspaper articles and other publicity to Allegany Franciscan Ministries.

C. Accordingly, Allegany Franciscan Ministries requests that the Organization not recognize Allegany Franciscan Ministries, its board members, volunteers or staff with certificates, plaques or similar mementos. Allegany Franciscan Ministries welcomes learning about the funded work through photographs, lessons learned, or stories of success from those the investment has served in the community.

V. Equipment

Equipment purchased with investment funds shall be the property of the Organization so long as the equipment is not diverted from the purposes for which the investment is made during the investment period. If the purposes are changed or if the Organization ceases to operate the program for which the investment was made, ownership of the equipment may, at Allegany Franciscan Ministries' option, be transferred from the Organization to Allegany Franciscan Ministries or Allegany Franciscan Ministries' designee.

VI. Termination of Investment & Reversion of Investment Funds

A. Allegany Franciscan Ministries retains the right to terminate the investment at any time for any reason and without further financial or other obligation of any kind whatsoever, regardless of funding status. While Allegany Franciscan Ministries need not have any specific reason to terminate the investment, the following may be among the considerations taken into account by Allegany Franciscan Ministries: any determination made by Allegany Franciscan Ministries in its sole discretion that the Organization has made any misrepresentation or misappropriated investment funds, that the Organization is incapable of carrying out the purposes of the investment or has ceased to be an appropriate Organization to receive the investment, or that the Organization has failed to comply with any term or condition of the investment; and any determination made by Allegany Franciscan Ministries in its sole discretion as to availability of funds.

B. The Organization acknowledges that Allegany Franciscan Ministries shall retain the right to terminate the grant and cease funding at any time for any reason and the Organization hereby releases, discharges and waives any and all claims that the Organization may have now or in the future against Allegany Franciscan Ministries or its agents, whether related to the grant, funding under this grant agreement, or otherwise.

C. Should termination of the grant occur for any reason the Organization will, within thirty (30) days from the date of termination, provide Allegany Franciscan Ministries with a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant through the effective date of termination.

D. The Organization will immediately repay any funds used for purposes other than those of the grant. Within thirty (30) days after the scheduled termination of the grant period, the Organization will repay to Allegany Franciscan Ministries and unused funds. In the event Allegany Franciscan Ministries terminates the grant prior to completion for any reason, the Organization will promptly repay to Allegany Franciscan Ministries any unused funds or funds used for purposes other than those specified in the proposal.

VII. Catholic Social Teaching

The program funded with the investment will not operate contrary to official Church interpretations of the social and moral teachings of the Roman Catholic Church.

VIII. Continuity of Operations Plan (COOP) or Disaster Plan

The Organization will maintain an annually updated COOP or disaster plan identifying its preparation for and response to any natural or man-made disaster, including but not limited to, hurricanes. The plan will be made available to Allegany Franciscan Ministries upon request.

IX. Allegany Franciscan Ministries Contacts

All correspondence, reports and communication regarding this investment agreement and the investment should be directed to:

Lincoln Park: Upendo Shabazz, (561) 802-9013, ushabazz@afmfl.org

Overtown: Miguel Milanes, (305) 860-1441, mmilanes@afmfl.org

Wimauma: Cheri Wright-Jones, (813) 685-3232, cwrightjones@afmfl.org

X. Acceptance of Terms and Conditions

This investment is conditional upon the Organization's acceptance of the terms and conditions set forth herein. By selecting the "I Accept Investment Terms and Conditions" below, the Organization agrees to accept and comply with the stated terms and conditions of this investment.*

Electronic Signature

Authorized Electronic Signature*

The electronic signature on this document of the person authorized to make legal contracts for the Organization will represent Organization's acceptance of this award and agreement to comply with the stated terms and conditions of this investment. Please signify your agreement for the foregoing terms and conditions by typing your name, title, and date in the spaces below. You must be the chief executive of the Organization or an authorized officer of the Organization duly empowered to make legal contracts. By entering your signature and clicking "I Agree," you certify that you are an authorized representative of the Organization described herein and that you agree to the terms and conditions of this investment agreement.

Authorized Signature*

Enter your full name

Title*

Date*

File Attachment Summary

Applicant File Uploads

No files were uploaded

Allegany Franciscan Ministries

June 30, 2017

Mr. Nick Mimms
City Manager, City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950

Dear Nick:

On behalf of the Board of Directors of Allegany Franciscan Ministries, I am pleased to inform you that the City of Fort Pierce has been approved for a grant of $132,000 to support the Lincoln Park Revitalization Coordinator position. This newly created position will help to redevelop and revitalize the Lincoln Park community of which the Common Good Initiative is focused.

Since the inception of the Common Good Initiative, Allegany Franciscan Ministries has valued the working partnership with the City of Fort Pierce. We are happy to support the important work the City of Fort Pierce will be doing for the Lincoln Park community. We wish you great success in your efforts as you undertake the work of this grant. If at any time you have questions or concerns, do not hesitate to contact me at 561-802-9013.

Sincerely,

Upendo Shabazz
Regional Vice President

City Commission Regular Meeting **10.g.**

Meeting Date: 07/17/2017

Re: Above Ground Fuel Tank for Lawnwood Hospital

Submitted For: Paul Thomas, Interim Building Official, Building

SUBJECT:

Approve request of Lawnwood Hospital to install an above ground fuel tank at 1700 South 23rd Street.

SUMMARY:

Lawnwood Hospital has requested a permit to install a 4000 gallon above ground fuel tank to dispense fuel for their vehicles at 1700 South 23rd Street. City Commission Approval is required per Section 7-20 of the City Ordinance.

RECOMMENDATION:

Approve the request to install the fuel tank.

ALTERNATIVES:

Deny the request to install the fuel tank.

RESPONSIBLE STAFF:

Paul Thomas, Building Official

COORDINATED WITH:

Kristie Kirstein, Senior Permit Specialist

Fiscal Impact

OTHER INFORMATION:

A gain of $1,746.00 to the Building Department Fund for permit and application fees.

Attachments

Application

Drawings

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	07/10/2017 04:12 PM
City Manager	Nick Mimms	07/11/2017 03:54 PM

Form Started By: Kristie Kirstein Started On: 07/03/2017 03:54 PM

Final Approval Date: 07/11/2017

CITY OF FORT PIERCE, FLORIDA
BUILDING DEPARTMENT
APPLICATION FOR BUILDING PERMIT

(772) 467-3529 or 467-3724 FAX (772) 467-3849

Permit # 17-1843

FBC 2014(5th edition)

PIN # 5d0545

*Property Address 1700 South 23rd Street Ft. Pierce, FL 34954 *Date _____ *# of plans submitted ____ * # of CD's submitted ____

Parcel ID# 2416-504-0200-000-2 Phone # (954) 689 - 4630 Fax # (____) _____ - _____
(Located on your tax bill) Email Address junette.grant@parallon.com Cell # (____) _____ - _____

*Owner Name HCA *Owner Address PO Box 1504 Nashville, TN 37202-1504

Type of permit Fuel tank *Valuation $ 98,018

*Description of Work Installation of fuel tank

Architect: _____ Phone(____) _____ - _____ Fax (____) _____ - _____

Email Address _____

Engineer: Ricky A Deriosia Phone(954) 775 - 7767 Fax (954) 753 - 3122

Email Address mcox@afcs-co.com

*CONTRACTOR/APPLICANT INFORMATION: City License # _____ State License # FCC1256894

Company Name ALL FLORIDA CONTRACTING SERVICES Qualifier Michael Cox

Address 3814 NW 126th Ave City/State Coral Springs, FL Zip 33065

Phone # (954) 775 - 7767 Fax # (954) 753 - 3122 Cell # (954) 775 - 7767

Email Address mcox@afcs-co.com

SUBCONTRACTORS: See Subcontractor Verification Sheet. It may be Required to accompany this application

Occupancy _____ Construction Type _____ # of Units _____ # of Stories _____

Sq. Ft. Conditioned Space _____ Total Sq. Ft. _____

Is the property located in a Special Flood Hazard Area (floodplain) per the current Flood Insurance Rate Map (FIRM)

☐ Yes ☐ No

If Yes, the applicant must include certified elevation information on a FEMA NFIP Elevation Certificate.

I understand that no building may be occupied until a Certificate of Occupancy/Certificate of Completion has been issued after final inspection by the Building Department and full compliance with the building code, city and state ordinances and other applicable rules and regulations. I am also verifying that all sets of plans submitted are identical.

Signature of Applicant _____

State of Florida, County of Broward

Affirmed to and subscribed before me this June 19

_____, 20 17, by Michael Cox

personally known to me or who has produced

as identification. _____

Notary Signature: _____

Notary (print name) ARIANNE LEVIN

Notary Public State of Florida Arianne Levin My Commission FF 208452 Expires 01/11/2019

Signature of Property Owner _____

State of Florida, County of St. Lucie

Affirmed to and subscribed before me this 15th

2017, by Robert Krieger

personally known to me or who has produced

as identification. _____

Notary Signature: _____

Notary (print name) Janet Y. Murdick

JANET Y. MURDICK MY COMMISSION # FF 920208 EXPIRES: January 19, 2020 Bonded Thru Notary Public Underwriters

Construction documents must accompany this application. The Florida energy code submitted becomes an integral part of this plan and must pass final inspection. "Notice: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public record of this county, and there may be additional permits required from other governmental entities such as waste management district, state agencies, or federal agencies."SIGNATURE OF THE APPLICANT MUST BE NOTARIZED. If owner builder, applicant must sign in person. BUILDING PERMIT includes: Building, Electrical, Plumbing, Mechanical, and Sewer only. All other trades require separate permits.

***Required Information**

Asbestos compliance: It is the owner's or operator's responsibility to comply with section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

OFFICE USE ONLY

FEES: * See the break Down Fee Sheet PL 491.00 CK# 8249

Total Fees Due $ _____

Remarks _____

Reviewed by _____ Date _____ Final Check _____ Date _____

LAWNWOOD REGIONAL HOSPITAL

FUEL TANK INSTALLATION
1700 SOUTH 23 STREET
FT.PIERCE, FLORIDA 34954

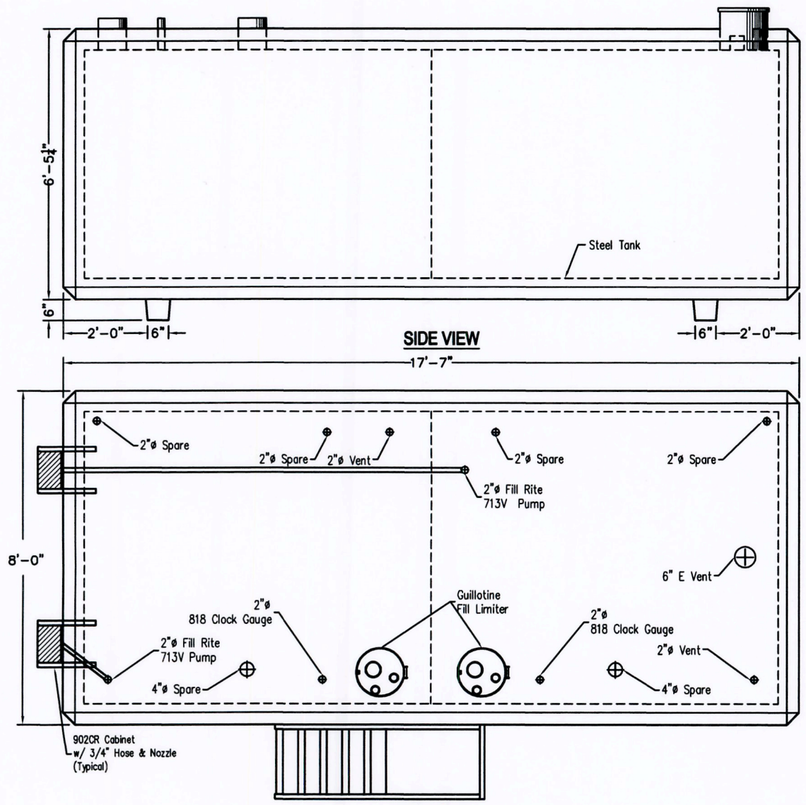


SHEET	INDEX DESCRIPTION
P1	INSTALLATION PLAN
S1	SITE PLAN
S2	DETAIL PLAN
S	SURVEY

AFCS
All Florida Contracting Services

ALL FLORIDA CONTRACTING SERVICES
3814 NW 126TH AVENUE
CORAL SPRINGS, FL 33065
PHONE: 954-775-7767
FAX: 954-753-3122
ENGINEER OF RECORD: RICKY A. DEROSIA P.E. LICENSE NO. 38604

ITEM	FUEL COMPONENT DESCRIPTION
1	GUILLOTINE FLOW RESTRICTOR MH18426
2	REMOTE DISPENSER 115V AC PUMP MODEL FR713V
3	METER CABINET FR902CRU
4	NON-RECONNECTABLE BREAKAWAY HOSE B075F350
5	DIESEL ARCTIC NOZZLE FRNA075DAU10
6	KRUEGER LEAK DETECTION GAUGE TYPE K
7	KRUEGER LEVEL GAUGE TYPE D
8	ANTI-SIPHON VALVE EBW-300-01



SUMMARY OF WORK:

SUPPLY AND INSTALL 4000 GALLON SPLIT FUEL TANK FOR DISPENSING FUEL INTO VEHICLES (2000 GALLON DIESEL, 2000 GALLON GAS)

SCOPE OF WORK:

1) Obtain approval from St. Lucie County Environmental division
2) Permit project through Building and Zoning department
3) Saw cut and remove concrete at location for new tank
4) Form and pour new concrete pad per detail "A", see sheet S-2
5) Set & secure new 4000 gallon above ground Convault UL2085 fuel tank per "FUEL TANK HOLD DOWN METHOD".
6) Install components on new tank
7) Run (2) SETS 2-#12, w/ 2-#12 GND THHN/THWN wire in 3/4" from panel EQLA breaker location #32,34 in electrical room to tank dispencing pumps (120 volt, 20 amp circuits)
8) Install emergency stop button a minimum of 20 from tank for dispencing pump (see sheet S-1 for locaton)
9) Start-up and test

NOTES:

1) NO FUEL PIPING IS NEEDED OR INCLUDED IN THE WORK SCOPE
2) TANK WILL HAVE PLACARDS PLACED AROUND TANK PER " SIGNAGE DETAIL"
3) NEW TANK IS SPLIT 4000 GALLONS, 2000 GALLON DIESEL, 2000 GALLON GAS, UL2085, STEEL INTERIOR AND CONCRETE EXTERIOR
4) EQ NUMBERS ARE SHOWN UNDER "FDEP REQUIREMENTS"
5) TANK WILL BE VENTED WITH 2"RIGID GALVANIZED PIPE 12' ABOVE GRADE
6) ALL ELECTRICAL CONDUITS INSIDE WILL BE EMT, OUTSIDE RGS, AND UNDERGROUND SCHEDULE 40 PVC. NOTE: NO VEHICULAR TRAFFIC
7) GROUNDING PER NEC 250
8) ALL CONCRETE TO HAVE A 28 DAY COMPRESSION STRENGTH (MIN 3000 PSI)
9) TANK COMES WITH FACTORY INSTALLED ANTI-SIPHON VALVE (EBW 606-300-001)AND BALL CHECK VALVE

SIGNAGE DETAIL

2- CONVAULT PLACARDS 12" X 8"
2- NO SMOKING PLACARDS 20" X 3-½"
2- COMBUSTIBLE PLACARDS 20" X 3-½"
2- PRODUCT PLACARDS 20" X 3-½"
2- WEIGHT PLACARDS 13-½"X 2"
2- SIZE BY GALLON PLACARDS 13" X 2"
1- LEAK DECTECTOR PLACARD 20" X 3-½"
1- FILL PLACARD 6" X 2"
1- CAUTION PLACARD 20" X 3-½"
1- EMERGENCY PLACARD 20" X 2"
1- VENT PLACARD 6" X 2"

FDEP REQUIREMENTS

ITEM	MANUFACTURER/MODEL	ITEM
TANK	CONVAULT 4000 GALLON TANK	EQ-750
SPILL/FILL	INCLUDED IN EQ-750 ABOVE	
OVERFILL	GUILITINE FLOW RESTRICTOR	EQ-637
LEAK DET.	KRUEGER LEAK DETECTION GAUGE	EQ-675
LIQUID LEVEL	KRUEGER LEVEL GAUGE	EQ-730

FUEL NOTES:

1. ALL NEW PETROLEUM EQUIPMENT, MATERIALS, AND ACCESSORIES SHALL BE FDEP APPROVED. ALL PETROLEUM EQUIPMENT, MATERIALS, AND ACCESSORIES SHALL BE INSTALLED AND TESTED IN ACCORDANCE WITH APPLICABLE MANUFACTURER'S INSTRUCTIONS.

2. ALL TANK AND PIPING INSTALLATION WORK IS TO BE PERFORMED BY A STATE REGISTERED POLLUTANT STORAGE SPECIALTY CONTRACTOR.

3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE STATE, COUNTY AND MUNICIPAL REQUIREMENTS---THE LATEST FLORIDA BUILDING CODE; FLORIDA FIRE PREVENTION CODE; NATIONAL ELECTRIC CODE; AND THE FOLLOWING REFERENCE STANDARDS:

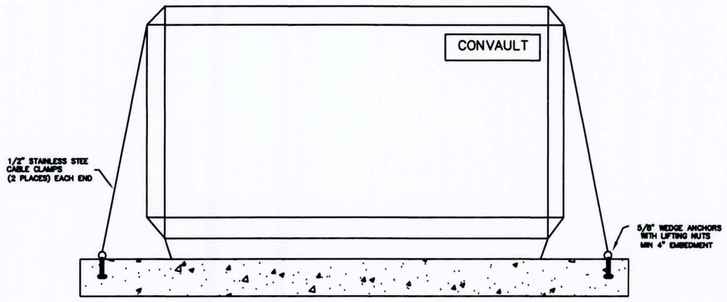
   NATIONAL FIRE PROTECTION ASSOCIATION:
   - 30 FLAMMABLE AND COMBUSTIBLE LIQUID CODE
   - 30A MOTOR FUEL DISPENSING FACILITIES AND REPAIR GARAGE
   - 70 NATIONAL ELECTRIC CODE
   - 704 STANDARD SYSTEMS FOR THE IDENTIFICATION OF THE HAZARDS OF MATERIALS FOR EMERGENCY RESPONSE

   PETROLEUM EQUIPMENT INSTITUTE:
   - RP200 RECOMMENDED PRACTICES FOR INSTALLATION OF ABOVE GROUND SYSTEMS FOR MOTOR VEHICLE FUELING

   FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION:
   - 62-762 ABOVE GROUND STORAGE TANK SYSTEMS

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING UNDERGROUND UTILITIES IDENTIFICATION BY CONTACTING SUNSHINE ONE CALL (1-800-432-4770) AND APPLICABLE MUNICIPAL JURISDICTION AT LEAST 48 HOURS PRIOR TO START OF CONSTRUCTION.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GIVING REQUIRED NOTICE(S) AND SCHEDULING APPLICABLE CITY, COUNTY AND/OR STATE INSPECTIONS AS REQUIRED FOR PERMIT CLOSE OUT(S).



FUEL TANK HOLD DOWN METHOD

REVISIONS:	DATE:	BY:	DESCRIPTION:
1			
2			

SUBMITTED BY:
MICHAEL COX
POLLUTANT STORAGE CONTRACTOR
PCC1256894
LICENSE NO.
MICHAEL COX
GENERAL CONTRACTOR
CGC1517560
LICENSE NO.
MICHAEL COX
ELECTRICAL CONTRACTOR
ECO002256

SUBMITTED BY:
RICKY A. DEROSIA
PROFESSIONAL ENGINEER
P.E. #38604
LICENSE NO.

RICKY A. DEROSIA LICENSE 38604 STATE OF FLORIDA PROFESSIONAL ENGINEER

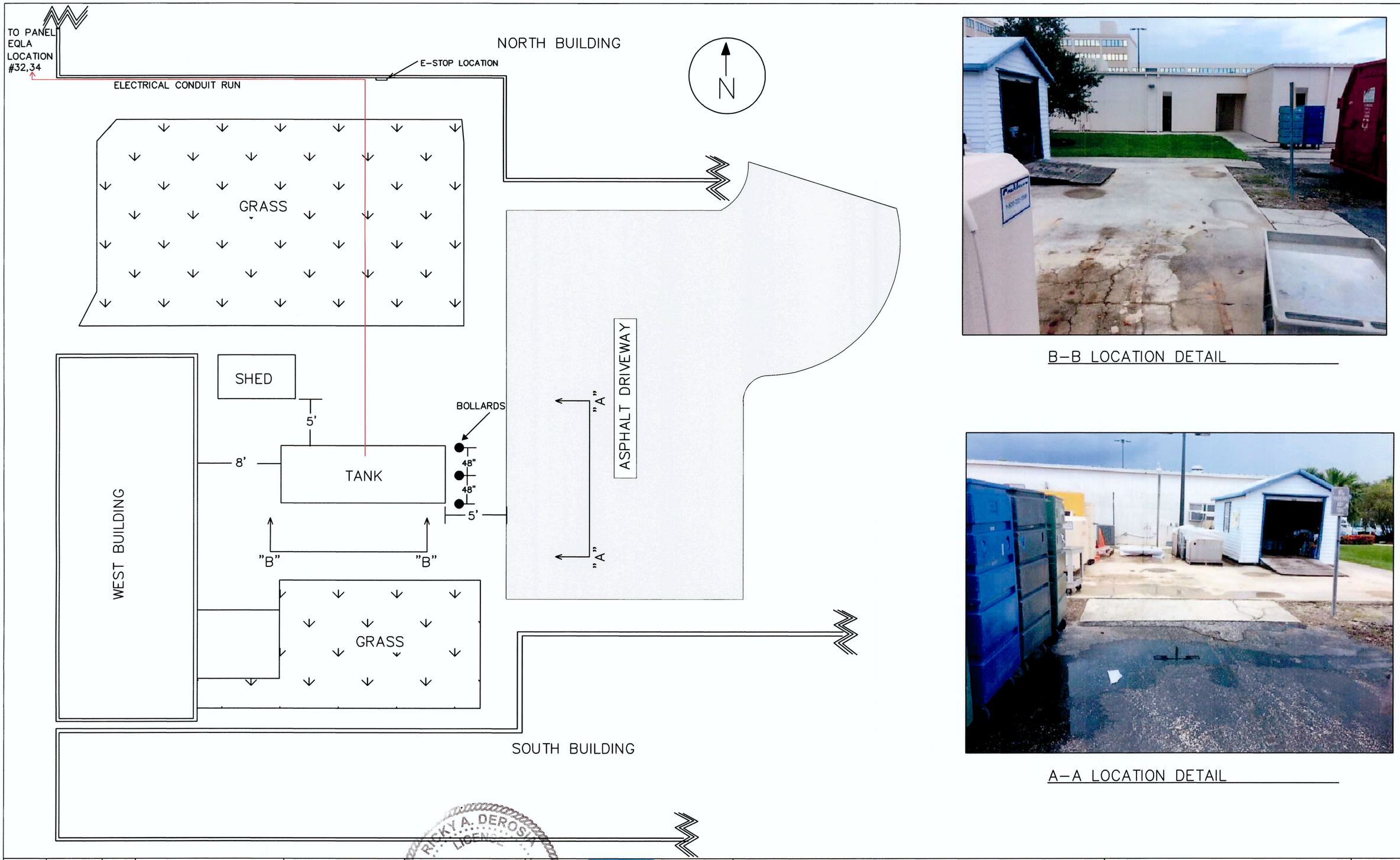
6/22/17

AFCS
All Florida Contracting Services
All Florida Contracting Services
3814 N.W. 126th Avenue
Coral Springs, FL 33065
PHONE: 954-775-7767
FAX: 954-753-3122

LAWNWOOD REGIONAL HOSPITAL
1700 SOUTH 23 STREET
FT. PIERCE, FL 34954

SHEET TITLE:
FUEL TANK INSTALLATION

SHEET NO.
P-1



B-B LOCATION DETAIL

A-A LOCATION DETAIL

REVISIONS:	DATE:	BY:	DESCRIPTION:
1			
2			

SUBMITTED BY:
MICHAEL COX
POLLUTANT STORAGE CONTRACTOR
PCC1256894
LICENSE NO.
MICHAEL COX
GENERAL CONTRACTOR
CGC1517560
LICENSE NO.
MICHAEL COX
ELECTRICAL CONTRACTOR
ECO002256

SUBMITTED BY:
RICKY A. DEROSIA
PROFESSIONAL ENGINEER
P.E. #38604
LICENSE NO.

RICKY A. DEROSIA LICENSE NO. 38604 STATE OF FLORIDA PROFESSIONAL ENGINEER

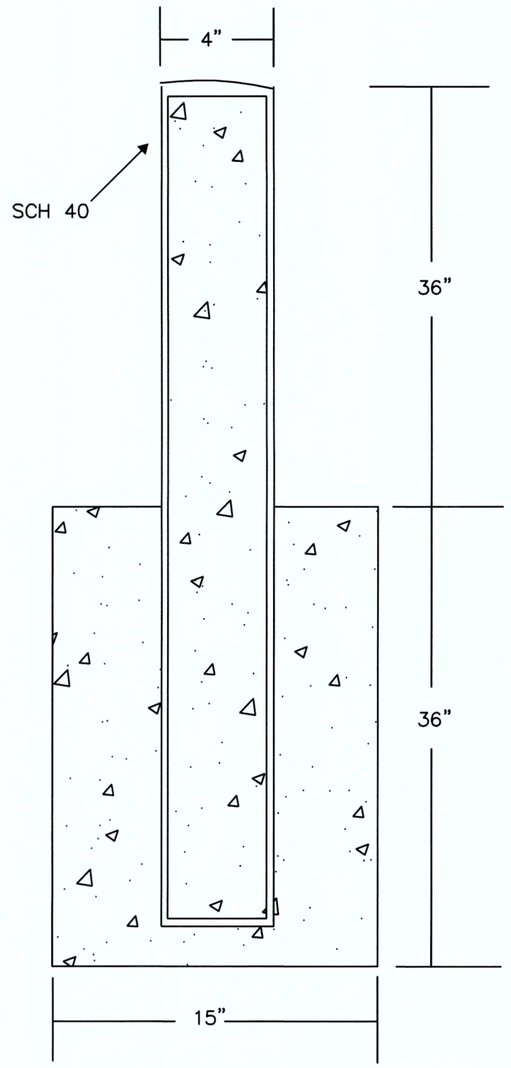
AFCS All Florida Contracting Services
All Florida Contracting Services
3814 N.W. 126th Avenue
Coral Springs, FL 33065
PHONE: 954-775-7767
FAX: 954-753-3122

LAWNWOOD REGIONAL HOSPITAL
1700 SOUTH 23 STREET
FT. PIERCE, FL 34954

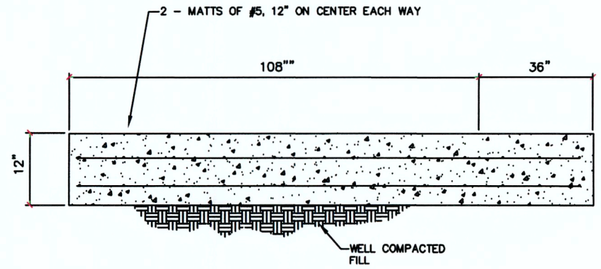
SHEET TITLE:
SITE PLAN

SHEET NO.
S-1

NOTE: INSTALL BOLLARDS PER NFPA 4.3.7.2 AROUND FUEL TANKS MAXIMUM OF 4 FEET ON CENTER.

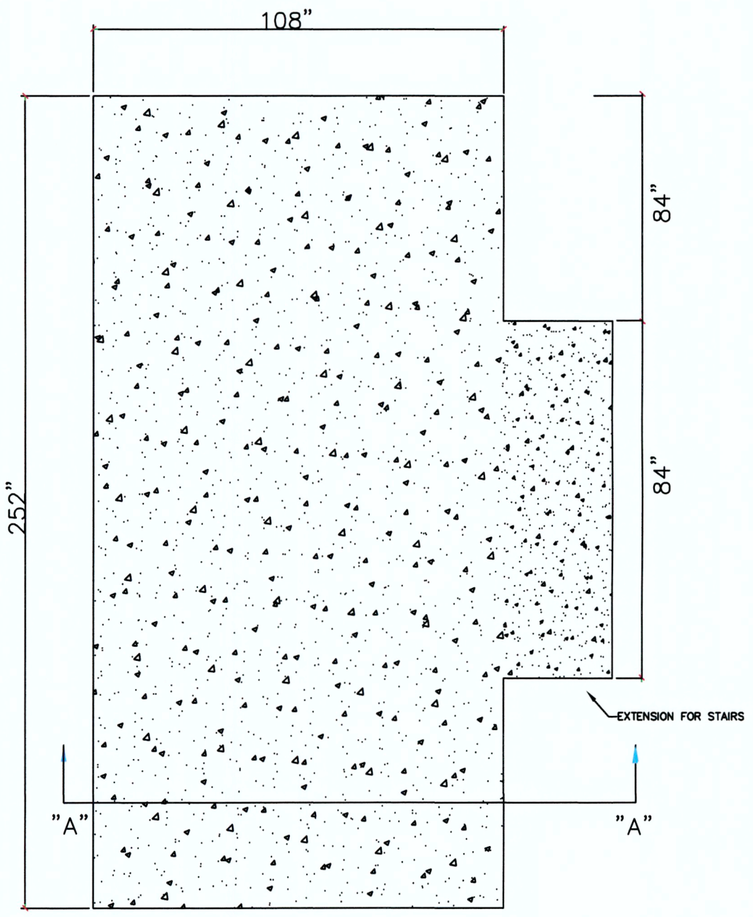


BOLLARD DETAIL



A–A SLAB DETAIL

NOT TO SCALE



SLAB DETAIL "TANK"

NOT TO SCALE

REVISIONS:	DATE:	BY:	DESCRIPTION:
1			
2			

SUBMITTED BY:
MICHAEL COX
POLLUTANT STORAGE CONTRACTOR
PCC1256894
LICENSE NO.
MICHAEL COX
GENERAL CONTRACTOR
CGC1517560
LICENSE NO.
MICHAEL COX
ELECTRICAL CONTRACTOR
ECO002256

SUBMITTED BY:
RICKY A. DEROSIA
PROFESSIONAL ENGINEER
P.E. #38604
LICENSE NO.

RICKY A. DEROSIA LICENSE No. 38604 STATE OF FLORIDA PROFESSIONAL ENGINEER 6/22/17

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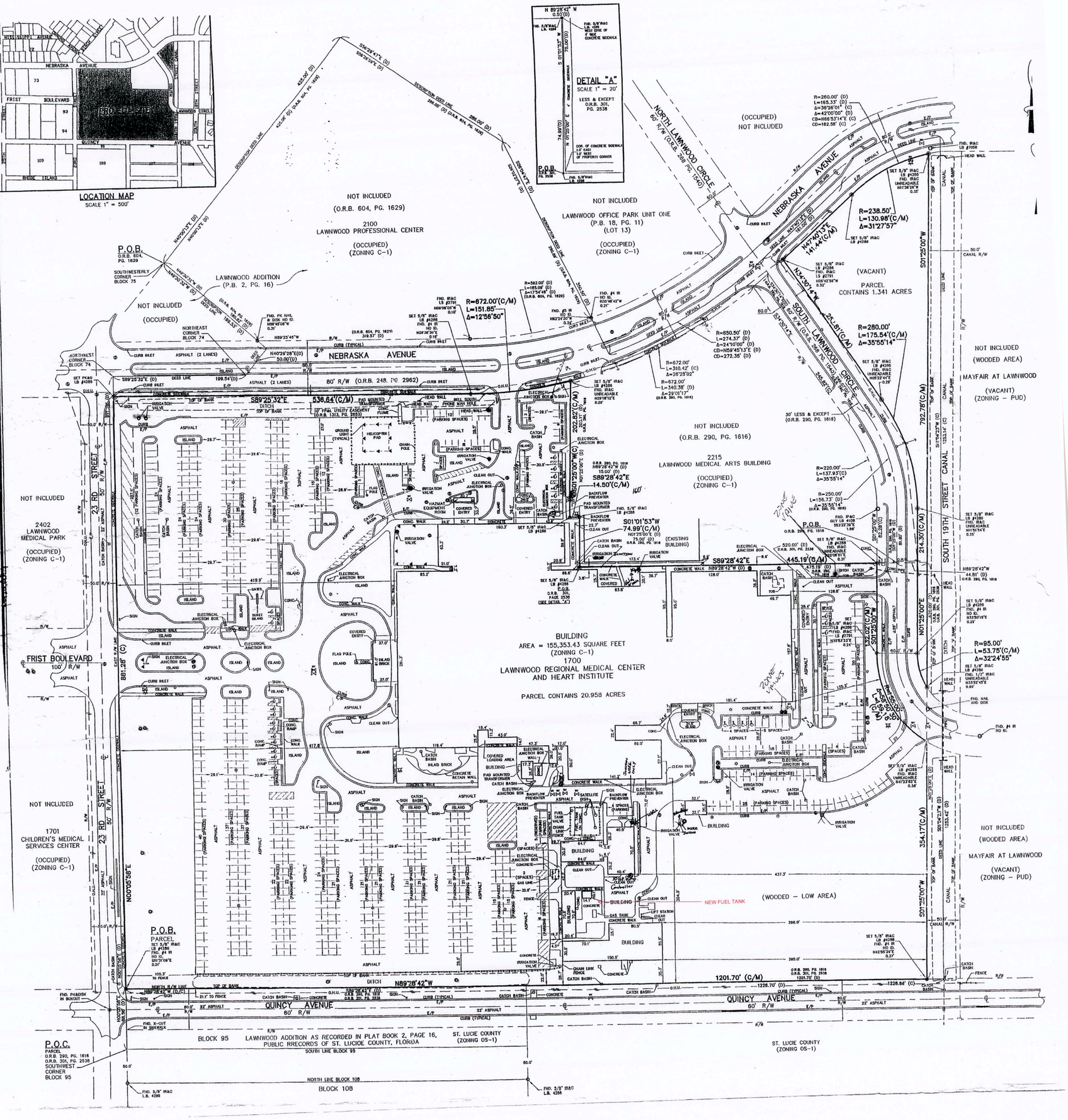
PHONE: 954-775-7767
FAX: 954-753-3122

LAWNWOOD REGIONAL HOSPITAL
1700 SOUTH 23 STREET
FT. PIERCE, FL 34954

SHEET TITLE:
DETAIL PLAN

SHEET NO.
S–2


LOCATION MAP
SCALE 1" = 500'
DETAIL "A"
SCALE 1" = 20'
NEBRASKA AVENUE
80' R/W (O.R.B. 248, PG. 2962)
NORTH LAWNWOOD CIRCLE
60' R/W (O.R.B. 268, PG. 1240)
SOUTH LAWNWOOD CIRCLE
60' R/W (O.R.B. 268, PG. 1240)
23 RD STREET
50' R/W
FRIST BOULEVARD
100' R/W
QUINCY AVENUE
60' R/W
SOUTH 19TH STREET
50' R/W
P.O.B.
O.R.B. 604, PG. 1629
SOUTHWEST/RLY CORNER BLOCK 75
LAWNWOOD ADDITION
(P.B. 2, PG. 16)
NOT INCLUDED
(OCCUPIED)
NOT INCLUDED
(O.R.B. 604, PG. 1629)
2100
LAWNWOOD PROFESSIONAL CENTER
(OCCUPIED)
(ZONING C-1)
NOT INCLUDED
LAWNWOOD OFFICE PARK UNIT ONE
(P.B. 18, PG. 11)
(LOT 13)
(OCCUPIED)
(ZONING C-1)
(OCCUPIED)
NOT INCLUDED
(VACANT)
PARCEL
CONTAINS 1.341 ACRES
NOT INCLUDED
(WOODED AREA)
MAYFAIR AT LAWNWOOD
(VACANT)
(ZONING - PUD)
NOT INCLUDED
(O.R.B. 290, PG. 1616)
2215
LAWNWOOD MEDICAL ARTS BUILDING
(OCCUPIED)
(ZONING C-1)
NOT INCLUDED
2402
LAWNWOOD
MEDICAL PARK
(OCCUPIED)
(ZONING C-1)
BUILDING
AREA = 155,353.43 SQUARE FEET
(ZONING C-1)
1700
LAWNWOOD REGIONAL MEDICAL CENTER
AND HEART INSTITUTE
PARCEL CONTAINS 20.958 ACRES
NOT INCLUDED
1701
CHILDREN'S MEDICAL
SERVICES CENTER
(OCCUPIED)
(ZONING C-1)
NEW FUEL TANK
(WOODED - LOW AREA)
NOT INCLUDED
(WOODED AREA)
MAYFAIR AT LAWNWOOD
(VACANT)
(ZONING - PUD)
P.O.B.
PARCEL
P.O.C.
PARCEL
O.R.B. 290, PG. 1616
O.R.B. 301, PG. 2538
SOUTHWEST
CORNER
BLOCK 95
BLOCK 95
LAWNWOOD ADDITION AS RECORDED IN PLAT BOOK 2, PAGE 16,
PUBLIC RRECORDS OF ST. LUCIE COUNTY, FLORIDA
ST. LUCIE COUNTY
(ZONING OS-1)
SOUTH LINE BLOCK 95
NORTH LINE BLOCK 108
BLOCK 108
ST. LUCIE COUNTY
(ZONING OS-1)
R=672.00'(C/M)
L=151.85'
Δ=12°56'50"
R=238.50'
L=130.98'(C/M)
Δ=31°27'57"
R=280.00'
L=175.54'(C/M)
Δ=35°55'14"
R=95.00'
L=53.75'(C/M)
Δ=32°24'55"
S89°25'32"E
536.64'(C/M)
S89°28'42"E
14.50'(C/M)
S01°01'53"W
74.99'(C/M)
S89°28'42"E
445.19'(C/M)
N01°25'00"E
792.78'(C/M)
N01°25'00"E
214.30'(C/M)
N01°25'00"E
354.17'(C/M)
N00°05'58"E
881.26'(C)
N89°28'42"W
1201.70'(C/M)

City Commission Regular Meeting **10.h.**

Meeting Date: 07/17/2017

Re: Bid No. 2017-024, Piggyback Town of Jupiter

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval to piggyback Town of Jupiter Utilities Unit Price Contract for Stormwater Utility Infrastructure Repairs, Contract No. S1628, as awarded to Johnson-Davis, Inc. in an amount not to exceed $200,000.00.

SUMMARY:

Due to the age of the City's stormwater infrastructure there have been numerous incidents of collapsed conduits leading to failing roadways, and surrounding flooding conditions for adjacent homes and businesses. Therefore, it is of utmost importance that these failures be addressed expediently so as to alleviate any negative consequences. This contract would eliminate the need to go through the bidding process for these emergency drainage repairs which will not only save time, but prevent widespread damage to the surrounding infrastructure. The contract terms and conditions would mirror the Town of Jupiter's, one 2-year contract with a one 2-year renewal option, and a subsequent one 1-year renewal option; each year having a $200,000 expenditure limit.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Issue a RFB with similar specifications

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Public Works

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	16/17
Account:	403-4300-538-3490
Amount:	$200,000

FISCAL IMPACT:

Payment of emergency drainage repairs will be encumbered from SMU Revenue Account No. 403-4300-538-3490.

Attachments

Jupiter Contract

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/11/2017 08:59 AM
City Manager	Nick Mimms	07/11/2017 03:58 PM
Form Started By: Tracy Telle		Started On: 06/29/2017 07:44 AM
Final Approval Date: 07/11/2017		

TOWN OF JUPITER
UTILITIES

COPY



Executed Contract

UNIT PRICE CONTRACT FOR STORMWATER UTILITY INFRASTRUCTURE REPAIRS

S1628
June 2016

TODD R. WODRASKA	MAYOR
ILAN KAUFER	VICE-MAYOR
JIM KURETSKI	COUNCILOR
WAYNE POSNER	COUNCILOR
RON DELANEY	COUNCILOR
ANDREW D. LUKASIK	TOWN MANAGER
DAVID L. BROWN	DIRECTOR OF UTILITIES

TOWN OF JUPITER
UNIT PRICE CONTRACT FOR
STROMWATER UTILITY INFRASTRUCTURE REPAIRS
(S1628)

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GENERAL CONDITIONS to EJCDC Standard General Conditions (2002 Edition)	0700-0 – 0700-41
SUPPLEMENTARY CONDITIONS	SC-1 – SC-7

TOWN OF JUPITER UTILITIES
UNIT PRICE CONTRACT FOR
STORMWATER UTILITY INFRASTRUCTURE REPAIRS
(S1628)

TECHNICAL SPECIFICATIONS

SECTION	TITLE
DIVISION 1 – GENERAL REQUIREMENTS	
01010	Summary of Work
01025	Measurement and Payment
01030	Hurricane Preparedness
01090	Reference Standards
01200	Project Meetings
01300	Submittals
01400	Quality Control
01500	Construction Considerations
01510	Temporary Utilities
01520	Maintenance of Facilities and Sequence of Construction
01530	Protection of Existing Facilities
01550	Site Access and Storage
01560	Temporary Environmental Controls
01570	Traffic Regulations and Maintenance of Traffic
01600	Equipment and Materials
01700	Project Closeout
DIVISION 2 – SITE WORK	
02110	Clearing and Grubbing
02222	Excavation and Backfill for Utilities
02500	Surface Restoration
02510	Asphaltic Concrete Pavement
02574	Pavement Removal and Replacement
02580	Pavement Marking and Traffic Signs
02750	Portland Cement Concrete Paving
02751	Preparatory Cleaning and Root Removal
02752	Stormwater Flow Control
02753	Television Survey
02754	Storm Sewer Inlets and Manholes
02934	Sodding
DIVISION 3 – CONCRETE	
03305	Concrete and Grout
03480	Precast Concrete Manholes, Handholes, Vaults
DIVISION 4 – DIVISION 14	
Not Used	

DIVISION 15 – MECHANICAL

15002 Reinforced Concrete Pipe

DIVISION 16 – DIVISION 17

Not Used

APPENDIX

Stormwater Construction Details SW-1 to SW-20

ADDENDUM NO. 1
TO
CONTRACT DOCUMENTS

June 29, 2016

PROJECT TITLE: TOWN OF JUPITER
UNIT PRICE CONTRACT FOR STROMWATER UTILITY
INFRASTRUCTURE REPAIRS (S1628)

TO: All Plan Holders of Record

This addendum forms a part of the Contract Documents and modifies the original Project Documents as noted below. **Acknowledge receipt of this Addendum in the space provided on the Bid Proposal form.**

IN THE TECHNICAL SPECIFICATIONS

SECTION 02757 POINT REPAIR OF STORM SEWERS

DELETE Section 02757 Point Repair of Storm Sewers in its entirety.

SECTION 02762 CHEMICAL ROOT TREATMENT

DELETE Section 02762 Chemical Root Treatment in its entirety.

SECTION 02763 CHEMICAL GROUTING

DELETE Section 02763 Chemical Grouting in its entirety.

SECTION 02764 CURED-IN-PLACE SECTIONAL PIPE LINING

DELETE Section 02764 Cured-In-Place Sectional Pipe Lining in its entirety.

SECTION 02765 INTERNAL JOINT SEAL

DELETE Section 02765 Internal Joint Seal in its entirety.

SECTION 02766 SPIRAL WOUND PIPE LINER

DELETE Section 02766 Spiral Wound Pipe Liner in its entirety.

SECTION 02768 SLIP LINING PIPE SYSTEM

DELETE Section 02768 Slip Lining Pipe System in its entirety.

END OF ADDENDUM 1

ADDENDUM NO. 2
TO
CONTRACT DOCUMENTS

July 12, 2016

PROJECT TITLE: TOWN OF JUPITER
UNIT PRICE CONTRACT FOR STROMWATER UTILITY
INFRASTRUCTURE REPAIRS (S1628)

TO: All Plan Holders of Record

This addendum forms a part of the Contract Documents and modifies the original Project Documents as noted below. **Acknowledge receipt of this Addendum in the space provided on the Bid Proposal form.**

GENERAL

PRE-BID MEETING

A pre-bid meeting for this project was held on July 7th, 2016, the meeting minutes and attendance list is included as part of this addendum.

IN THE FRONT END DOCUMENTS

INSTRUCTIONS TO BIDDERS

Article 28, Paragraph 28.1

DELETE Paragraph 28.1 in its entirety and **REPLACE** it with the revised Paragraph 28.1 as follows:

28.1 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end Contract. Estimated quantities will be used for Bid comparison purposes only. The Owner reserves the right to issue Work Orders as and when required for proposed work for any or all bid items or any combination thereof. Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated being available for the original two year contract term and subsequent two year and one year renewal terms are provided in the table below.

Anticipated Estimated Annual Funding

Town of Jupiter Utilities

Unit Price Contract for Stormwater Utility Infrastructure Repairs (S1628)

Year	Project Description	Estimated Value
2016/2017	Miscellaneous Stormwater Repairs	$200,000
2017/2018	Miscellaneous Stormwater Repairs	$200,000
	Estimated Initial 2 Year Contract Term Total	**$400,000**
2018/2019	Miscellaneous Stormwater Repairs	$200,000
2019/2020	Miscellaneous Stormwater Repairs	$200,000
	Estimated 2 Year Contract Term Extension Total	**$400,000**
2020/2021	Miscellaneous Stormwater Repairs	$200,000
	Estimated 1 Year Contract Term Extension Total	**$200,000**
	Estimated 5 Year Total	**$1,000,000**

The Town's fiscal calendar runs from October 1st through September 30th.

BID PROPOSAL – SCHEDULE OF VALUES

DELETE the Schedule of Values in its entirety and **REPLACE** it with the revised Schedule of Values included in this Addendum.

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Pre-Bid Meeting Agenda
July 7, 2011 at 1:30 PM

S16-28
Unit Price Contract for Stormwater
Utility Infrastructure Repairs

Location: Town of Jupiter Emergency Operations Center
3133 Washington Street
Jupiter, Florida 33458

I. Sign-In Sheet

A sign-in sheet will be circulated. All attendees please sign in.

II. Introductions

Brad Wagner – Town of Jupiter Utilities Senior Engineer
Rodney Carroll – Town of Jupiter Stormwater Supervisor
David Rotar – Town of Jupiter Utility Services Manager
Other Attendees

III. DemandStar

The Town will review the process for obtaining bid documents for the project by reading the following:

Plans and Specifications must be obtained through Demandstar. Plans and specifications can be downloaded for $5.00 from Demandstar by signing up for a free agency subscription for the Town of Jupiter at www.demandstar.com. Hard copies of bid documents may also be purchased from Demandstar by visiting www.demandstar.com. If you have any difficulty with Demandstar you may contact Brittany George at (561)741-2270.

Complete sets of Bidding Documents shall be used in preparing Bids' neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

In accordance with the Contract Documents, all bidders must be plan holders listed on Demandstar. Only bids from plan holders on Demandstar will be consider for award of this project.

IV. Bid Opening

Sealed bids must be delivered to the Town of Jupiter at the office of the **Town Clerk**, 210 Military Trail up to 2:00 pm on Tuesday, July 26, 2016. Bids received after this time will not be accepted. Bids will be publicly opened and read aloud in the Town Council Chambers.

V. Questions Concerning the Bid

All questions pertaining to the specifications must be submitted **in writing** to Brad Wagner, Senior Utilities Engineer (fax 561-746-2792 or email bradw@jupiter.fl.us). Questions received less than three days prior to the date for opening Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

If questions are emailed and you do not receive a response to your question within 24 hours please call Brad at 561-741-2589 there is a chance that your email was held up in the Town's spam filter.

VI. Bid Security

Bid security in the amount of **5**% of $400,000.00 ($20,000.00) is required to be submitted with all bids.

VII. Contractor Qualifications

- The successful bidder must hold a Town of Jupiter occupational license.
- **The successful bidder must be a licensed General Contractor or a licensed Underground Utility and Excavation Contractor in the State of Florida.**
- The successful bidder must have completed and submitted both the Safety Qualification Form and the Bidder's Qualification Form with their bid.
- Contractor must perform a minimum of 60% of the work of this contract with his/her own forces.
- If the Bidder proposes to utilize a Subcontractor(s) for any components of work under this contract they shall provide the name, address, qualifications and license of their proposed Subcontractor(s) on separate sheets.
- The successful bidder must have past projects of similar type and magnitude that have been completed within budget and on schedule, that past projects have been managed professionally and construction quality and field supervision are professional and of best industry practice.

VIII. Contract Duration

The contract duration is as follows:
Substantial completion is **730** calendar days beginning on the date of Notice to Proceed and for final completion is **730** calendar days beginning on the date of Notice to Proceed.

IX. Permits

The work associated with this contract is maintenance work and is not subject to Town or County drainage permit requirements. All work must meet federal, county and local safety standards including but not limited to meeting the OSHA Trench Safety, Town of

Jupiter's NPDES requirements, applicable maintenance of traffic requirements, hurricane preparedness and other miscellaneous permit requirements. In the even work does not require a Town or County Permit, Owner will assist Contractor with preparing and submitting Engineering drawings/plans and permit applications.

Miscellaneous permits required to be obtained and paid for by the contractor include: tree removal permits, dewatering permits, NPDES NOI permits, maintenance of traffic approvals.

X. Project Description

Provide stormwater utility infrastructure repairs, replacements and/or installations on an as needed basis utilizing one or a combination of a number of unit price bid items. These items may include, but are not limited to: bypass pumping; realigning or replacing inlet/manhole castings; sealing and/or grouting stormwater pipe joints; new manholes/conflict boxes/catch basins; pipe to structure connection repairs; point repairs on stormwater pipes; and restoring miscellaneous surface improvements such as asphalt roadway replacement, pavement overlay, concrete sidewalk replacement, concrete curb and gutter replacement, sod replacement, fence replacement and other improvements as described by the project documents.

XI. Contract Administration

The Town of Jupiter will be performing the contract administration and field observation services on this project.

- The Contractor may use TOJ Right-of-Way for staging, storage and laydown areas; these areas must be kept out of vehicular clear zones and not impede any sight visibility triangles.
- During construction, trench safety must carefully be monitored during all phases of the project. The Bidder will be required to complete and submit all the required forms concerning trench safety and include them with their bid.
- There will be no charge to the Contractor for water usage associated with this Contract unless it is determined by the Owner that the Contractor is being wasteful with the water. It is the Contractor's responsibility to purchase and obtain a temporary hydrant meter from the Jupiter Utilities Department.

XI. Supplementary Conditions

- The General Conditions have been modified to allow the Town of Jupiter to perform certain aspects of the contract administration and field observation services on this project.

XII. Other Items Discussed

Question was asked if the Bid Bond was to be based on $200K?
Ans. Town said it was based upon the first term of the contract which is two years. (Bid Bond would be 5% of $400,000.00 as stated in the front ends of the contract.)

Question was asked if the curb and gutter bid included material?
Ans. Town replied yes the bid would include material.

Question was asked regarding section 1.1 removing existing pipe at the contractors expense.
Ans. Town replied that it would look and clarify if this should be included or use time plus documented expenses for disposal.

Question was asked if MOT would be billed as cost plus 5%?
Ans. Town replied yes that is correct.

cc: Demandstar
Amanda Barnes/Brad Wagner/JW 10-37 Meeting Minutes File
Meeting Attendees

Town of Jupiter Utilities
Unit Price Contract for Stormwater Utility Infrastructure Repairs (S1628)

Non-Mandatory Pre-Bid Meeting Sign-In Sheet
July 7, 2016
1:30 PM

	Name	Company Name	Phone Number	Email Address
1	Brad Wagner	Town of Jupiter	561-741-2589	bradw@jupiter.fl.us
2	David Rotar	Town of Jupiter	561-741-2701	davidr@jupiter.fl.us
3	Rodney Carroll	Town of Jupiter	561-262-6023	Rodney@jupiter.fl.us
4	Van Williams	Deveron Inc	561-844-8348	Van@deveroninc.com
5	Scott Johnson	Johnson-Davis Inc	561 588 1170	bvito@johnsondavis.com
6	Louis J. Woska	Shenandoah Const.	954-975-0098	margaret.mary@shenandoahconstruction.com
7	John Sunderman	Layne Inliner, LLC	386-279-9412	john.sunderman@layne.com
8	Bill Clark	F.H.R. Ferreira	727-505-9455	W.Clark@FerreiraConstruction.com
9	Ron Rossi	D.S. Eakins	561-842-0001	Ron@DSEakins.com
10	Larry Roof	Felix Associates of Florida	772-220-2722	LRoof@FelixAssociates.Net
11				
12				
13				
14				
15				

V:\Utilities\Water\Mngmt\CIP Projects\16-XX\16-28 Unit Price Contract for SW Utility Infrastructure Repairs\Meeting Minutes\Pre-Bid Meeting\S1628 Pre Bid Sign in sheet.docx

STORMWATER UTILITY INFRASTRUCTURE REPAIRS
(S1628)

Bid Schedule of Values – Addendum 2

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Amount
	Bid Items:				
1	Indemnification	1	LS	$ 100.00	$ 100.00
2	Bonds and Insurance	1	LS	$	$
3	4 Man Underground Construction Crew	1	HR	$	$
4	Overtime Multiplier for 4 Man Underground Crew, (Total Amount = ____% x Bid Item No. 3)	MULT.	%	%	$
5	Combined Backhoe Loader with Operator	1	HR	$	$
6	Hydraulic Excavator with Operator	1	HR	$	$
7	Dewatering with 4" Hydraulic Pump	1	HR	$	$
8	Dewatering with Well Points	1	DAY	$	$
9	Asphalt Road Repair	1	SY	$	$
10	Asphalt Driveway Apron	25	SY	$	$
11	Concrete Driveway Apron Replacement	25	SY	$	$
12	Paver Driveway Repair	120	SF	$	$
13	Concrete Sidewalk	4	SY	$	$
14	Valley Curb	3	LF	$	$
15	Type D Curb	3	LF	$	$
16	Bahia Sod	20	SY	$	$
17	Saint Augustine Sod	20	SY	$	$
				Total Bid Price: (Item Nos. 1-17)=	$

Total Bid in Words: _____

_____

END OF ADDENDUM 2

ADDENDUM NO. 3
TO
CONTRACT DOCUMENTS

July 14, 2016

PROJECT TITLE: TOWN OF JUPITER
UNIT PRICE CONTRACT FOR STROMWATER UTILITY
INFRASTRUCTURE REPAIRS (S1628)

TO: All Plan Holders of Record

This addendum forms a part of the Contract Documents and modifies the original Project Documents as noted below. **Acknowledge receipt of this Addendum in the space provided on the Bid Proposal form.**

GENERAL

PRE-BID MEETING MINUTES

SECTION III. DEMANDSTAR, PARAGRAPH 2

DELETE the first sentence of Section III. Demandstar, Paragraph 2 and **REPLACE** it with the revised sentence as follows:

Plans and Specifications may be obtained through Demandstar.

SECTION III. DEMANDSTAR, PARAGRAPH 4

DELETE paragraph 4 of Section III. Demandstar in its entirety.

IN THE FRONT END DOCUMENTS

INSTRUCTIONS TO BIDDERS

BID PROPOSAL – SCHEDULE OF VALUES

DELETE the Schedule of Values in its entirety and **REPLACE** it with the revised Schedule of Values included in this Addendum.

IN THE TECHNICAL SPECIFICATIONS

SECTION 01025 MEASUREMENT AND PAYMENT

DELETE Section 01025 Measurement and Payment in its entirety and **REPLACE** it with the revised Section 01025 Measurement and Payment included in this Addendum.

TOWN OF JUPITER
UNIT PRICE CONTRACT FOR
STORMWATER UTILITY INFRASTRUCTURE REPAIRS
(S1628)

Bid Schedule of Values – Addendum 3

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Amount
	Bid Items:				
1	Indemnification	1	LS	$ 100.00	$ 100.00
2	Bonds and Insurance	1	LS	$	$
3	4 Man Underground Construction Crew	1	HR	$	$
4	Overtime Multiplier for 4 Man Underground Crew, (Total Amount = ____% x Bid Item No. 3)	MULT.	%	%	$
5	Combined Backhoe Loader with Operator	1	HR	$	$
6	Hydraulic Excavator with Operator	1	HR	$	$
7	Dump Truck with Operator	1	HR	$	$
8	Dewatering with 4" Hydraulic Pump	1	HR	$	$
9	Dewatering with Well Points	1	DAY	$	$
10	Asphalt Road Repair	1	SY	$	$
11	Asphalt Driveway Apron	25	SY	$	$
12	Concrete Driveway Apron Replacement	25	SY	$	$
13	Paver Driveway Repair	120	SF	$	$
14	Concrete Sidewalk	4	SY	$	$
15	Valley Curb	3	LF	$	$

16	Type D Curb	3	LF	$_____	$_____
17	Bahia Sod	20	SY	$_____	$_____
18	Saint Augustine Sod	20	SY	$_____	$_____

Total Bid Price: (Item Nos. 1-18)= $_____

Total Bid in Words: _____

_____

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1. 01 GENERAL

A. SCOPE OF THIS SECTION

1. The following explanation of the Measurement and Payment for the Schedule of Payment items is provided; however, the omission or reference to any item shall not alter the intent of the Bid Form or relieve the Contractor of the necessity of constructing a complete project under this Contract.

2. The quotations prepared by the Contractor for the various items of work are intended to establish a total price for completion of the work in its entirety. Should the contractor feel that the cost for any particular work item has not been established by the Schedule of Payment items or this section, the Contractor shall include the cost for that work in one of the bid items so the proposal for the project reflects the total cost to complete the work in its entirety.

3. The Owner reserves the right to increase or decrease the quantity of any item or portion of the work during the progress of construction in accordance with the terms of the Contract.

4. Unit prices, if used, are used as a means for computing the bid, for Contract purposes, for periodic payments, for determining value of additions or deletions.

5. Payment shall be made for the items listed on the Bid Form on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, equipment, tools, transportation, delivery, disposal of waste and surplus material, and backfilling as described in the work order, and all other appurtenances to complete the construction and installation of the work as described in the work order.

1.02 SUBMITTALS

A. Project Unit Costs and Payment Information:
   1. Work Order Proposals
   2. Application for Payments
   3. Final Application for Payment

B. Submittals shall be in accordance with Section 01300.

1.03 APPLICATION FOR PAYMENT

A. Include accepted schedule of values for each portion of work and the unit price breakdown for the work to be paid on a unit price basis, and a listing of Owner selected equipment, if applicable, and allowances, as appropriate.

B. Preparation:
   1. List each Change Order and Written Amendment executed prior to date of submission as a separate line item.
   2. Submit application for payment, a listing of materials on hand as applicable, and such supporting data as may be requested by the Owner.
   3. Include Owner's Application for Payment Cover Sheet and partial or full releases of liens, as appropriate, for all subcontractors, suppliers, and Contractor.

PART 2 – PRODUCTS

2.01 GENERAL

A. Contractor shall coordinate with Owner for suitable locations to store Owner purchased materials under this Contract. Contractor shall coordinate with Owner and be responsible to transport Owner furnished materials from the Town's storage facility located at the Town's Emergency Operations Center (EOC) to the job site, if necessary.

B. Costs for Mobilization, Demobilization, Maintenance of Traffic, sediment control/pollution prevention, project record drawings and Contractor General Conditions for individual work orders will be negotiated based on the scope of each work order, and shall not exceed 10% of the sum of the work order line items, excluding this item.

C. For all non-emergency work orders the contractor will be required to submit a material list with prices from two separate vendors to the Town's representative. The Town may direct purchase the materials from the lowest vendor or pay the Contractor a 15% mark-up on the cost of the materials for the Contractor to supply them. In either situation, it will be the Contractor's responsibility to provide material quantities, take receipt of delivery, schedule and all coordination with the vendor.

D. Cost of maintenance of traffic (MOT) shall be provided within the individual work order proposal with supporting documentation. Allowable markup on sub-contracted MOT is 5%.

2.02 ITEM DESCRIPTIONS

A. **INDEMNIFICATION** (Bid Item No. 1)
In recognition of Contractor's indemnification obligations, the Owner will pay to the Contractor the specific consideration of one hundred dollars ($100.00). Payment of said specific consideration shall be made at the time of the payment of the first Work Order and the Contractor shall acknowledge payment of this consideration by letter to the Owner after receipt of the progress payment.

B. **BONDS AND INSURANCE** (Bid Item No. 2)
The Work included in this Item shall be the actual costs of bonds and any required insurance as outlined in the Contract Documents. Payment of bonds and insurance shall be made on the first Application of Payment of each work order. Contractor shall provide Owner with written documentation from bonding and insurance companies indicating actual costs for bonds and insurance for this project.

C. **4 MAN UNDERGROUND CONSTRUCTION CREW** (Bid Item No. 3)

1. Method of Measurement: The quantity to be paid for under this Section shall be on an hourly basis.

2. Basis of Payment: Payment shall be made at the Contract unit price per hour for the provision of a 4 Man Underground Construction Crew at the direction of the Town to perform miscellaneous utility infrastructure maintenance, repairs, and/or improvements. All work shall be performed in accordance with permitted regulatory agency requirements and meet the appropriate jurisdictional standards which include but are not limited to FDEP, Palm Beach County Health Dept., Town of Jupiter, Palm Beach County, Martin County, and any other permitting entity applicable to the work proposed. This pay item shall include but not be limited to full compensation for furnishing labor consisting of a four (4) man crew which includes foreman/operator, pipe layer and two laborers; minimum equipment consisting of 1 ton pickup truck, pipe saw, plate compactor, 3" trash pump; miscellaneous hand tools and safety equipment necessary to meet regulatory agency requirements. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment. This pay item is an hourly rate charge for a 4 Man Underground Construction Crew during normal working hours. The Owner will track time and approve payment.

D. **OVERTIME MULTIPLIER FOR 4 MAN UNDERGROUND CONSTRUCTION CREW** (Bid Item No. 4)

1. Method of Measurement: The quantity to be paid for under this Section shall be on an hourly basis.

2. Basis of Payment: Payment shall be made at the Contract unit price per hour multiplied by the overtime multiplier for the provision of a 4 Man Underground Construction Crew at the direction of the Town to perform miscellaneous utility infrastructure maintenance, repairs, and/or improvements. All work shall be performed in accordance with permitted regulatory agency requirements and meet the appropriate jurisdictional standards which include but are not limited to FDEP, Palm Beach County Health Dept., and/or Town of Jupiter, Palm Beach County, Martin County, and any other permitting entity applicable to the proposed work. This pay item shall include but not be limited to full compensation for furnishing labor consisting of a four (4) man crew which includes foreman/operator, pipe layer and two laborers; minimum equipment consisting of 1 ton pickup truck, pipe saw, plate compactor, 3" trash pump; miscellaneous hand tools and safety equipment necessary to meet regulatory agency requirements. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment. This pay item is an hourly rate charge for a 4 Man Underground Construction Crew during overtime working hours. The Owner will track time and approve payment.

E. COMBINATION BACKHOE LOADER (Bid Item No. 5)

1. Method of Measurement: The quantity to be paid for under this Section shall be on an hourly basis.

2. Basis of Payment: Payment shall be made at the Contract unit price per hour for the provision of a Combination Backhoe Loader which is a supplement to the 4 Man Underground Construction Crew bid item. This pay item shall include, but not be limited to, full compensation for providing a Caterpillar 461E Backhoe Loader (or equivalent size machine) to the work order site for a specified period of time and include all costs associated with delivery, pickup, maintenance, operation (including operator), insurance, and any other miscellaneous costs or fees associated with providing a safe working machine as designed by the manufacturer. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment. This pay item is an hourly rate charge for the Combination Backhoe Loader. The Owner will track time and approve payment.

F. HYDRAULIC EXCAVATOR WITH OPERATOR (Bid Item No. 6)

1. Method of Measurement: The quantity to be paid for under this Section shall be on an hourly basis for the actual time the excavator with Operator is in use for the intended scope of work as agreed to in writing between Contractor and Owner. The Owner will track time and approve payment. Measurement of this item shall not include travel time for the excavator or operator to and from the site.

2. Basis of Payment: Payment shall be made at the Contract unit price per hour for the provision and operation of a Hydraulic Excavator which is a supplement to the 4 Man Underground Construction Crew bid item. This pay item shall include, but not be limited to, full compensation for providing a Caterpillar 315D Hydraulic Excavator (or equivalent size machine) to the work order site for a specified period of time and include all costs associated with delivery, pickup, maintenance, operation (including operator), insurance, and any other miscellaneous costs or fees associated with providing a safe working machine as designed by the manufacturer. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment.

G. DUMP TRUCK WITH OPERATOR (Bid Item No. 7)

1. Method of Measurement: The quantity to be paid for under this Section shall be on an hourly basis for the actual time the dump truck with Operator is in use for the intended scope of work as agreed to in writing between Contractor and Owner. The Owner will track time and approve payment. Measurement of this item shall not include travel time for the dump truck or operator to and from the site.

2. Basis of Payment: Payment shall be made at the Contract unit price per hour for the provision and operation of a dump truck which is a supplement to the 4 Man Underground Construction Crew bid item. This pay item shall include, but not be limited to, full compensation for providing a 20 yard dump truck to the work order site for a specified period of time and include all costs associated with delivery, pickup, maintenance, operation (including operator), insurance, and any other miscellaneous costs or fees associated with providing a safe working machine as designed by the manufacturer. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment.

H. DEWATERING WITH 4" HYDRAULIC PUMP (Bid Item No. 8)

1. Method of Measurement: The quantity to be paid for under this Section shall be on an hourly basis for the actual time the 4" hydraulic pump is in operation for the intended scope of work as agreed to between Contractor and Owner. The Owner will track time and approve payment. Measurement of this pay item will not include the time required to mobilize, set up and remove the pump and associated equipment to/from the job site.

2. Basis of Payment: Payment shall be made at the Contract unit price per hour for the provision and operation of a 4" Hydraulic Pump which is a supplement to the 4 Man Underground Construction Crew bid item. This pay item shall include, but not be limited to, full compensation for labor, equipment, and material such as providing pump and associated equipment, fuel,

maintenance, suction and discharge piping, disposal of pump discharge, dewatering permits and any other costs associated with dewatering using a 4" hydraulic pump to assist in removing groundwater from the excavation area to an acceptable discharge location. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment. Contractor shall include costs associated with dewatering with anything smaller than a 4" hydraulic pump in the 4 Man Underground Construction Crew pay item. If a 4" hydraulic pump does not provide adequate dewatering, in the opinion of the Owner, then Contractor shall dewater by well point. Owner will not pay costs associated with this Pay Item if dewatering with 4" hydraulic pump is not adequate, or efficient. Owner will not direct Contractor in what type of dewatering to use. This pay item is an hourly rate charge for the 4" Hydraulic Pump.

I. DEWATERING WITH WELL POINTS (Bid Item No. 9)

1. Method of Measurement: The quantity to be paid for under this Section shall be on a daily basis for the actual time the well point dewatering system is in operation for the intended scope of work as agreed to in writing between Contractor and Owner. The Owner will track time and approve payment. Measurement of this item will not include the time to mobilize, set up and remove the well point dewatering system to/from the job site.

2. Basis of Payment: Payment shall be made at the Contract unit price per 24 hour-day (24 hr.) for the provision of a well point system complete with suction/discharge piping and vacuum pump which is a supplement to the 4 Man Underground Construction Crew bid item. This pay item shall include, but not be limited to, full compensation for labor, equipment, and material for a complete well point dewatering system including but not limited to fuel, maintenance, suction and discharge piping, manifold header piping, dewatering permits, permitting pump discharge, disposal of pump discharge and any other costs associated with dewatering using a well point system to assist in removing groundwater from the excavation area to an acceptable discharge location. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment. This pay item is an hourly rate charge for Dewatering with Well Points. If Contractor has not provided a well point dewatering system adequate to allow for repairs and/or installation of the infrastructure in accordance with Town or other applicable entity standards, Owner will not pay costs associated with this Pay Item until the Contractor has corrected the system to function properly and efficiently.

J. Asphalt Road Repair (Bid Item No. 10)

1. Method of Measurement: The quantity paid for under this item shall be per square yard of asphalt furnished, placed and accepted.

2. Basis of Payment: The Contract Unit Price shall include full compensation for all labor, materials, and equipment necessary for asphalt repair and shall include, but not be limited to, excavation associated with subgrade preparation, base placement, grading, compaction, asphalt, placement

and all other incidentals required to perform the asphalt repair in accordance with construction standards of the Town of Jupiter or other regulatory agency having jurisdiction over the road on which the asphalt repairs are being made and the Contract Documents.

K. Asphalt Driveway Apron (Bid Item No. 11)

1. Method of Measurement: The quantity paid for under this item shall be per square yard of asphalt furnished, placed and accepted to replace/repair existing asphalt driveway aprons as needed to facilitate the Work of this Contract.

2. Basis of Payment: The Contract Unit Price shall include all labor, materials, and equipment necessary for driveway apron replacement/repair including but not limited to, excavation of existing asphalt, disposal of excavated materials, grading to accommodate Owner desired drainage patterns (swale cross section/roadway longitudinal slopes), subgrade preparation, base placement, compaction, asphalt, placement, and all other incidentals required to perform the Work in accordance with construction standards of the Town of Jupiter or other regulatory agency having jurisdiction over the road on which the asphalt repairs are being made and the Contract Documents. Payment does not include repair associated with damage caused by Contractor's negligence or carelessness which will be the Contractor's responsibility.

L. Concrete Driveway Apron (Bid Item No. 12)

1. Method of Measurement: The quantity paid for under this item shall be per square yard of concrete furnished, placed and accepted to replace/repair existing concrete driveway aprons as needed to facilitate Work performed under this Contract.

2. Basis of Payment: The Contract Unit Price shall include all labor, materials, and equipment necessary for concrete driveway apron replacements including, but not limited to excavation and disposal of existing concrete apron, concrete cutting, grading to accommodate Owner desired drainage patterns (swale cross section/roadway longitudinal slopes), subgrade preparation, compaction, forms, reinforcing, concrete, placement, finishing, curing, protection, and all other incidentals as needed to perform the Work in accordance with construction standards of the Town of Jupiter or other regulatory agency having jurisdiction over the road on which the replacement/repairs are being made and the Contract Documents. Payment does not include repair associated with damage caused by Contractor's negligence or carelessness which will be the Contractor's responsibility. This pay item also does not include costs associated with stamped or painted concrete. If stamped or painted concrete is needed, Owner will request a price from Contractor.

M. Paver Driveway Repair (Bid Item No. 13)

1. Method of Measurement: The quantity paid for under this item shall be per square foot of paver driveway repair performed and accepted as needed to facilitate Work performed under this Contract.

2. Basis of Payment: The Contract Unit Price shall include all labor, materials, and equipment necessary for paver driveway repairs including,

but not limited to removal of existing pavers, replacement of broken pavers, grading to accommodate Owner desired drainage patterns (swale cross section/roadway longitudinal slopes), subgrade preparation, compaction, sand, pavers and all other incidentals as needed to perform the Work in accordance with construction standards of the Town of Jupiter or other regulatory agency having jurisdiction over the road on which the Work is done and the Contract Documents. Payment does not include repair associated with damage caused by Contractor's negligence or carelessness which will be the Contractor's responsibility. This pay item also does not include sealing the pavers. If existing pavers are sealed, Owner will request a price from Contractor.

N. Concrete Sidewalk (Bid Item No. 14)

1. Method of Measurement: The quantity paid for under this item shall be per square yard of concrete sidewalk repaired/replaced and accepted.

2. Basis of Payment: The Contract Unit Price shall include all labor, materials, and equipment necessary to perform sidewalk repair/replacement including, but not be limited to, demolition of existing concrete sidewalk, concrete cutting, disposal of demolished concrete, preparation of subgrade, forms, reinforcement, grading (to meet ADA requirements as applicable), compaction, concrete, placement, finishing, tactile surface (where applicable) in accordance with construction standards of the Town of Jupiter or other regulatory agency having jurisdiction over the area of the Work and the Contract Documents.

O. Valley Curb (Bid item No. 15)

1. Method of Measurement: The quantity paid for under this item shall be per linear foot of concrete valley curb repair/replaced and accepted.

2. Basis of Payment: The Contract Unit Price shall include all labor, materials, and equipment necessary to repair/replace concrete valley curb and shall include, but not be limited to, demolition of existing curb, disposal, concrete cutting, forming, reinforcing, grading, compaction, concrete, placement, finishing and all other incidentals necessary to complete the Work in accordance with construction standards of the Town of Jupiter or other regulatory agency having jurisdiction of the road on which the curb exists and the Contract Documents.

P. Type "D" Curb (Bid Item No. 16)

1. Method of Measurement: The quantity paid for under this item shall be per linear foot of concrete Type D curb repair/replaced and accepted.

2. Basis of Payment: The Contract Unit Price shall include all labor, materials, and equipment necessary to repair/replace concrete curb and shall include, but not be limited to, demolition of existing curb, disposal, concrete cutting, forming, reinforcing, grading, compaction, concrete, placement, finishing and all other incidentals necessary to complete the Work in accordance with construction standards of the Town of Jupiter or other regulatory agency having jurisdiction of the road on which the curb exists and the Contract Documents.

Q. Bahia Sod (Bid Item No. 17)

1. Method of Measurement: The quantity paid for under this item shall be per square yard of sod placed and accepted.

2. Basis of Payment: The Contract Unit Price shall include all labor, materials, and equipment necessary to repair/replace sod and shall include, but not be limited to, scrapping and removal of existing sod, disposal, grading to accommodate Owner desired drainage patterns (swale cross section/roadway longitudinal slopes), top soil, sod, placement, pinning (as needed on slopes), watering, fertilizer, establishment of healthy sod, and all other incidentals necessary to complete the Work in accordance with the standards of the Town of Jupiter and the Contract Documents and the Contract Documents.

R. Saint Augustine Sod (Bid Item No. 18)

1. Method of Measurement: The quantity paid for under this item shall be per square yard of sod placed and accepted.

2. Basis of Payment: The Contract Unit Price shall include all labor, materials, and equipment necessary to repair/replace sod and shall include, but not be limited to, scrapping and removal of existing sod, disposal, grading to accommodate Owner desired drainage patterns (swale cross section/roadway longitudinal slopes), top soil, sod, placement, pinning (as needed on slopes), watering, establishment of healthy sod, and all other incidentals necessary to complete the Work in accordance with the standards of the Town of Jupiter and the Contract Documents and the Contract Documents.

END OF SECTION

END OF ADDENDUM 2

TOWN OF JUPITER

INVITATION TO BID

Sealed bids will only be accepted at the Town Clerk's Department, 210 Military Trail, Jupiter, Florida 33458:

Unit Price Contract for

Stormwater Utility Infrastructure Repairs

(S1628)

Until 2:00PM, Local Time, July 26th, 2016 at which time and place all bids received will be publicly opened and read aloud in the Town Council Chambers. Sealed bids shall be submitted to the Town Clerk, on paper in accordance with the Instruction to Bidders. Bids received after the time and date specified will not be considered. The face of the envelope shall be addressed as follows:

Town Clerk
Town of Jupiter
210 Military Trail
Jupiter, FL 33458
July 26th, 2016, 2:00 PM
Unit Price Contract for Stormwater Utility Infrastructure Repairs (S1628)

The nature and scope of this project is:

Provide stormwater utility infrastructure repairs, replacements and/or installations on an as needed basis utilizing one or a combination of a number of unit price bid items. These items may include, but are not limited to: bypass pumping; realigning or replacing inlet/manhole castings; sealing and/or grouting storm water pipe joints; installing new manholes/conflict boxes/catch basins; pipe to structure connection repairs; storm water pipe point repairs; slip lining; cured in place lining; and restoring miscellaneous surface improvements such as asphalt roadway replacement, pavement overlay, concrete sidewalk replacement, concrete curb and gutter replacement, sod replacement, fence replacement and other improvements as described by the Project Documents.

Bid Documents will be available on www.Demandstar.com beginning on June 28th, 2016. Bid Documents can be downloaded for $5.00 from Demandstar by signing up for a free agency subscription for the Town of Jupiter at www.demandstar.com. Hard copies of Bid Documents may also be purchased from Demandstar by visiting www.demandstar.com or emailing demandstar@onvia.com. Payment for Bid Documents is non-refundable.

A pre-bid meeting will be held on July 7th, 2016 at 1:30 pm at the Town of Jupiter

Emergency Operations Center Conference Room located at 3133 Washington Street, Jupiter, FL 33458.

Questions concerning the bid will be answered by addendum through Demandstar.com. All questions should be directed to Brad Wagner, Senior Engineer for the Town of Jupiter, in writing, via email bradw@jupiter.fl.us (include Project Name in the subject of the email) by fax (561) 746-2792, or by mail to 17403 Central Boulevard, Jupiter, FL 33458. Email should be delivered with a Read Receipt requested to confirm successful receipt by the Town.

Bid Security in the amount of five percent (5%) of $400,000.00, (or $20,000.00) must accompany each bid in accordance with the Instructions to Bidders.

The Town of Jupiter reserves the right to waive any irregularities and to reject any and all bids. The Town of Jupiter is an equal opportunity employer.

By Order of the Town Council,
Town of Jupiter

Sally Boylan, Town Clerk

PUBLISHED: Palm Beach Post Times

DATES: June 26, 2016

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, EJCDC C-700 (2002 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents in the number and for the non-refundable sum, if any, may be obtained from www.demandstar.com as stated in the Advertisement or Invitation.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner in preparing Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

3.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the project is located. Each Bid must contain evidence of the Bidder's qualifications by completion of the Qualification Requirements in the Front End Documents and Bid Proposal using projects completed by the Bidder that included work similar in nature to the Work of this Contract as well as evidence of Bidder's qualification to do business in the state where the project is located or convenient to obtain such qualification prior to award of the contract.

3.2 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the Owner, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to Owner, or any other governmental agency or entity, or who is deemed responsible or unreliable by the Owner.

3.3 No Bid will be accepted from, nor will any contract be awarded to any individual, firm, partnership, corporation or association who is currently in litigation with the Owner, or who is providing testimony in current litigation against the Owner or who has a financial interest in any litigation against the

Owner.

3.4 All bidders must be an Underground-Utility and Excavation Contractor licensed in the State of Florida.

3.5 Bidders are required to complete and submit with their Bid the Qualification Requirements included in the Front End Bid Documents. Owner will evaluate experience and conduct reference checks as part of the bid evaluation process to assess whether Bidder is qualified and responsible to perform the Work presented in the Bid Documents. Bidder must show that he/she has sufficient manpower and equipment to complete the Work, that previous experience is of the type and magnitude presented in the Bid Documents for this contract, that past projects of similar type and magnitude have been completed within budget and on schedule, that past projects have been managed professionally and construction quality and field supervision are professional and of best industry practice.

3.6 Any Bidder who does not meet the qualification requirements of the Bid will not be considered for award.

3.7 Owner reserves the right to request additional experience, reference information, financial information and any other information necessary to perform a comprehensive evaluation of the Contractor and his/her major subcontractors.

3.8 The Contractor of Award is required to hold a Town of Jupiter occupational license at the time work commences.

4. EXAMINATION OF BID/CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site(s) to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

4.2 Site(s) are accessible Bidders to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid.

4.3 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Supplementary Conditions, General Requirements or Drawings.

4.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and

that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. DETERMINATION OF ESTIMATED QUANTITIES

5.1 Lump Sum Contracts: The Bidder is responsible for the determination of the quantities for those items constructed within the authorized plan limits or dimensions. The Owner does not assume any responsibility for any incidental information in Bid documents that may be construed as a quantity of work and/or materials.

5.2 Contracts other than Lump Sum: For those items constructed within authorized plan limits or dimensions, use the quantities shown in the plans and in the Bid Form as the basis of the Bid. The Owner will also use these quantities for final payment as limited by the provisions for the field conditions, use and measurement, the quantities shown in the plans and in the proposal form are approximate and provide only a basis for calculating the bid upon which the Owner will award the Contract. Where items are listed for payment as lump sum units, the Bidder is solely responsible for his own estimates of such quantities and of the work to be performed.

5.3 The Owner reserves the right to make, at any time prior to or during the progress of the work, such increases, decreases, or alterations to the estimated quantities of work to be done or materials to be furnished which materially increases or decreases the cost or time of performance. Such increases, decreases, or alterations shall not constitute a breach of contract, shall not invalidate the contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The bidder agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

6. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to The Town of Jupiter Utilities, Attn: Brad Wagner in writing via email to bradw@jupiter.fl.us, via mail to 17403 Central Boulevard, Jupiter, FL 33458, or via Fax (561)746-2792. If necessary, Mr. Wagner can be reached by phone at (561) 741-2589.. Replies will be issued by Addenda through Demandstar.com. Questions received less than three days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7. BID SECURITY

7.1 Bid Security shall be made payable to Owner, in an amount of five percent (5%) of $400,000 ($20,000) in the form of a certified or bank check or a Bid Bond issued by a Surety meeting the requirements of Paragraphs 5.01 and

5.02 of the General Conditions.

7.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the ninety-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

8. CONTRACT TIME

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

9. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

10. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Owner is set forth in paragraph 6.05 of the General Conditions which may be supplemented in the General Requirements.

11. SUBCONTRACTORS, ETC.

11.1 If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and

organization if requested by Owner. If Owner after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner.

11.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

11.3 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

11.4 Prime Contractor must perform a minimum of 60% of the work of this contract with his/her own forces.

12. PRICES BID

12.1 Prices shall be shown in unit amounts, written numerical figures, and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, the written unit amounts shall govern.

12.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

12.3 All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie Bids. Discounts extended to Owner shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.

12.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.

12.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the Bid will be firm for acceptance for a period of ninety (90) calendar days from

the date of Bid opening unless otherwise stated by the Owner.

12.6 The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work and all costs of packaging, transporting and delivery to the designed location within the Owner.

12.7 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated specification no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the specifications in every respect.

13. BID FORM

13.1 The Bid Form is included herein (see Proposal).

13.2 Bid Forms must be completed in ink or by typed font. Contractor must bid on all alternates in the bid form. All bid forms must be filled out in their entirety. Figures must be provided for all unit prices and values. Incomplete bid forms will be considered non-responsive.

13.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

13.5 All names must be typed or printed below the signature.

13.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

13.7 The address to which communications regarding the Bid are to be directed must be shown.

14. SUBMISSION OF BIDS

Two copies of the Bid (a signed original and a hard copy) shall be submitted at the time and place indicated in the Advertisement for Bids or Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof, with the Project name on the front.

15. MODIFICATION AND WITHDRAWAL OF BIDS

15.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

15.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, which Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder may be disqualified from further bidding on the Work. If a notice is filed with Owner after 24 hours then the Contractor will sacrifice his Bid Bond.

16. OPENING OF BIDS

16.1 Bids will be opened publicly.

16.2 When Bids are opened publicly they will be read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be posted on Demandstar.com and made available after the opening of Bids.

17. BIDS TO REMAIN OPEN

17.1 All Bids shall remain open for ninety days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

18. AWARD OF CONTRACT

18.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated value and the correct value as calculated by the product of the unit price and the estimated quantity will be resolved by using the stated unit price.

18.2 In evaluating Bids, the Owner shall consider the qualifications of the Bidders whether or not the Bids comply with the prescribed requirements, alternates, and unit process, if requested in bid form.

18.3 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and

organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.

18.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

18.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

18.6 If the contract is to be awarded, it will be awarded to the lowest Bidder, based on the Total Bid Cost on the Schedule of Values in the proposal whose evaluation by Owner indicates to the Owner that the award will be in the best interest of the Owner.

18.7 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid opening.

18.8 More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If, in the determination of the Town, there are reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work, or that any collusion exists among the Bidders, this will result in the rejection of the Bids of those Bidders who participated in those Bids. In either case the Town may deem those Bidders not to be a responsible or qualified Bidder.

19. PERFORMANCE AND OTHER BONDS

Article 5.0 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to Performance and Payment Bonds. Contractor shall furnish performance and payment bonds, each in an amount of $500,000.00 as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security. In the event that the Value of Work anticipated to be outstanding exceeds $500,000 Owner will request Contractor to increase his payment and performance bonds to cover total value of the work. Owner will compensate Contractor for the actual cost to increase bonds to the required amount.

20. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter Contractor shall sign and

deliver at least two counter-parts of the Agreement to Owner with all other Contract Documents attached. Within thirty days thereafter, Owner will deliver all fully signed counterparts to Contractor.

21. PERMITS

The work associated with this contract is maintenance work and is not subject to Town or County drainage permit requirements. All work must meet federal, county and local safety standards including but not limited to meeting the OSHA Trench Safety, Town of Jupiter's NPDES requirements, applicable maintenance of traffic requirements, hurricane preparedness and other miscellaneous permit requirements. In the event work does require a Town or County Permit, Owner will assist Contractor with preparing and submitting Engineering drawings/plans and permit applications and pay any associated permit fees.

Miscellaneous permits required to be obtained and paid for by the contractor include: tree removal permits, dewatering permits, NPDES NOI permits, maintenance of traffic approvals. Contractor is responsible to pay for any permits and/or fees associated with any of these types of permits.

22. TAXES

The successful Bidder shall pay all applicable sales, consumer use and other similar taxes required by law.

23. PLANS AND SPECIFICATIONS

23.1 The apparent silence of the specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.

23.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the specifications in every respect.

23.3 A Contract, if awarded, will be on the basis of material and equipment described in the plans and the technical specifications without consideration of possible substitute or an "or equal" item. Whenever it is indicated that a substitute or an "or equal" item of material or equipment may be furnished or used by the Bidder if acceptable to the Owner, application for such acceptance will not be considered by the Owner until after the date of execution of the Contract. In all cases, the low Bidder shall be determined on the basis of the base bid which shall reflect the costs for the materials and equipment specified. Bidders unable to provide the specified materials and

equipment shall be determined unresponsive.

23.4 Successful Bidder upon award of the Contract will be supplied with two sets of the Executed Contract and Technical Specifications (one original and one copy), two sets of any plans associated with the Contract, and electronic files of same.

24. EQUAL OPPORTUNITY

The Town of Jupiter recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the Town are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

25. OCCUPATIONAL HEALTH & SAFETY

25.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet ("MSDS") which may be obtained from the manufacturer. The MSDS must include the following information:

25.1.1 The chemical name and the common name of the toxic substance.

25.1.2 The hazards or other risks in the use of the toxic substance including: a) The potential for fire, explosion, corrosively and reactivity; b) The known acute and chronic health effects of risk from exposure including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and c) The primary routes of entry and symptoms of over exposure.

25.1.3 The proper precautions, handling practices, necessary personal protection equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

25.1.4 The emergency procedure for spills, fire, disposal and first aid.

25.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

25.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25.2 Bidders are required to complete and submit with their bid the Contractor Safety Qualifications Form included in the Front End Documents.

25.3 The Contractor will be responsible to complete and submit with his bid the Trench Safety form included in the Front End Documents. The Contractor will be required to perform work under this contract in conformance with the OSHA Trench Safety Act.

26. AUDIT RIGHTS

26.1 The Owner reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the Owner. If required by the Owner, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the Owner. The successful Bidder shall allow the Owner to inspect, examine and review the records of the successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

26.2 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

27. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the Owner or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the Owner who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

28. OPEN END CONTRACT

28.1 No guarantee is expressed or implied as to the total quantity of

commodities/services to be purchased under any open end Contract. Estimated quantities will be used for Bid comparison purposes only. The Owner reserves the right to issue Work Orders as and when required for proposed work for any or all bid items or any combination thereof. Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated being available for the original two year contract term and subsequent two year and one year renewal terms are provided in the table below.

Anticipated Estimated Annual Funding

Town of Jupiter Utilities

Unit Price Contract for Stormwater Utility Infrastructure Repairs (S1628)

Year	Project Description	Estimated Value	
2016/2017	Miscellaneous Stormwater Repairs	$200,000	
2017/2018	Miscellaneous Stormwater Repairs	$200,000	
	Estimated Initial 2 Year Contract Term Total		**$400,000**
2018/2019	Miscellaneous Stormwater Repairs	$200,000	
2019/2020	Miscellaneous Stormwater Repairs	$200,000	
	Estimated 2 Year Contract Term Extension Total		**$400,000**
2020/2021	Miscellaneous Stormwater Repairs	$200,000	
	Estimated 1 Year Contract Term Extension Total		**$200,000**
	Estimated 5 Year Total		**$1,000,000**

The Town's fiscal calendar runs from October 1st through September 30th.

28.2 The Owner reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a short period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the Owner reserves the right to obtain such delivery from others without penalty or prejudice to the Owner or to the Bidder.

28.3 The initial term of the Contract will be two years (730 calendar days) from the date of Notice to Proceed. Owner may at Owner's sole discretion renew its Contract for one (1) additional two (2) year term and one (1) additional (1) year term for a total Contract period of five (5) years. It is solely the responsibility of the Contractor to initiate any renegotiation of the Unit Prices of the Contract sixty (60) days prior to the expiration date of the Contract. Failure to initiate renegotiation of rates sixty (60) days prior to the expiration date will result in the continuation of the Unit Prices in the Contract until the next expiration date. Owner reserves the right to terminate negotiations and

continue work under existing rates or terminate the Contract. Regardless of anything to the contrary, this Contract may be terminated by the Owner at any time and for any reason. Further, the Contractor agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages.

29. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the Owner or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the Owner who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

30. SPECIAL LEGAL REQUIREMENTS

30.1 PUBLIC RECORDS

The CONTRACTOR shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. 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 exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the CONRACTOR does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

119.0701 Contracts; public records. –

(1) For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency is provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

30.2 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

The Town of Jupiter encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

30.3 CONE OF SILENCE

Sec. 2-355. Cone of Silence.

(a) Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

(1) Any person or person's representative seeking an award from such competitive solicitation; and

(2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body

to award a particular contract.

(b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

(c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

(d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, Contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

(e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.

(f) The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

(g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

END OF INSTRUCTIONS TO BIDDERS

Bidding Company Name: JOHNSON-DAVIS INC.

PROPOSAL
TO
TOWN OF JUPITER UTILITIES

Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Supplementary Conditions, detailed Specifications, and Form of Contract and Bond, together with the accompanying plans, and that he has read all addenda issued prior to the opening of Bids; and that he has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to the prosecution and completion of the work, to wit:

> Provide stormwater utility infrastructure repairs, replacements and/or installations on an as needed basis utilizing one or a combination of a number of unit price bid items. These items may include, but are not limited to: bypass pumping; realigning or replacing inlet/manhole castings; sealing and/or grouting storm water pipe joints; installing new manholes/conflict boxes/catch basins; pipe to structure connection repairs; storm water pipe point repairs; and restoring miscellaneous surface improvements such as asphalt roadway replacement, pavement overlay, concrete sidewalk replacement, concrete curb and gutter replacement, sod replacement, fence replacement and other improvements as described by the Project Documents.

It is proposed that the project herein described shall be constructed for the Unit Prices as follows, all in accordance with the requirements and provisions of the Contract Documents.

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

TOWN OF JUPITER
UNIT PRICE CONTRACT FOR
STORMWATER UTILITY INFRASTRUCTURE REPAIRS
(S1628)

Bid Schedule of Values – Addendum 3

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Amount
	Bid Items:				
1	Indemnification	1	LS	$ 100.00	$ 100.00
2	Bonds and Insurance	1	LS	$ 100-	$ 100-
3	4 Man Underground Construction Crew	1	HR	$ 252-	$ 252-
4	Overtime Multiplier for 4 Man Underground Crew, (Total Amount = ____% x Bid Item No. 3)	MULT.	%	1.25 %	$ 315-
5	Combined Backhoe Loader with Operator	1	HR	$ 90-	$ 90-
6	Hydraulic Excavator with Operator	1	HR	$ 160-	$ 160-
7	Dump Truck with Operator	1	HR	$ 66-	$ 66-
8	Dewatering with 4" Hydraulic Pump	1	HR	$ 50-	$ 50-
9	Dewatering with Well Points	1	DAY	$ 300-	$ 300-
10	Asphalt Road Repair	1	SY	$ 30-	$ 30-
11	Asphalt Driveway Apron	25	SY	$ 25-	$ 625-
12	Concrete Driveway Apron Replacement	25	SY	$ 40-	$ 1000-
13	Paver Driveway Repair	120	SF	$ 6-	$ 720-
14	Concrete Sidewalk	4	SY	$ 40-	$ 160-
15	Valley Curb	3	LF	$ 30-	$ 90-

16	Type D Curb	3	LF	$ 30-	$ 90-
17	Bahia Sod	20	SY	$ 5-	$ 100-
18	Saint Augustine Sod	20	SY	$ 6-	$ 120-

Total Bid Price: (Item Nos. 1-18)= $ 4,368-

Total Bid in Words: Four Thousand Three Hundred Sixty Eight dollars and zero cents

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

Total Bid Price: (Item Nos. 1-17)= $_____

Total Bid in Words: _____

_____

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

BID PROPOSAL
QUALIFICATION REQUIREMENTS

(Complete this form in its entirety and include with Bid. Attach copies of applicable Licenses and additional pages as needed.)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURANCY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as required to provide the required information.)

B. The individual who holds the General Contractor's License or Underground Utility Contract License for the firm awarded the Work of this Contract shall be active in the management and ownership of the firm and shall be available to provide his/her expertise on the project during the course of the project as needed. Provide the name, license number and contact information of this individual.

Scott J. Johnson (President) License CUC043084 Phone: 561-588-1170

1. State the numbers of years your organization has been doing business in the State of Florida.

   39 years

2. State the number of years your organization has been doing business as a Licensed General Contractor or Underground Utility Contractor in the State of Florida.

   39 years

3. We typically perform 100 % of the work with our own forces. List trades below for the Work of this Contract for which your organization is qualified to self-perform:

   _____

   _____

   _____

4. Have you ever failed to complete work awarded to you? No.
   If so, state where, when and why:

5. State the location of the office from which this contract will be managed.

   604 Hillbrath Drive. Lantana, FL 33462

6. State the number of employees available to complete the work contemplated by this contract.

   15 employees

7. Name and experience of Project Manager who will be assigned to this Contract. Include number of years in this position and with this company. If less than 3 years with this company provide information for previous employer. (attach additional pages as necessary).

   See attached

8. Name and experience of Project Superintendent who will be assigned to this Contract. Include number of years in this position and with this company. If less than 3 years with this company provide information for previous employer. (attach additional pages as necessary).

   See attached

9. Equipment owned by Contractor to complete the Work identified for this Contract.

   Johnson-Davis owns more than 100 pieces of heavy equipment required to complete this contract.

   A detailed list will be provided if successful.

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

EMPLOYEE PROFILE

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

Dennis Wheelin

EDUCATION:

B.S. – Civil Engineering Technology
A.A. – Architectural Engineering Technology
Wentworth Institute of Technology, Boston, MA

EXPERIENCE:

2015 – Present

Johnson-Davis Inc., Lantana, FL
Project Manager
Underground utility construction contractor specializing in water, sewer, storm drainage systems and dewatering, as well as highway and road construction. Tasks include project takeoffs, material ordering, subcontractor agreements, project meetings, monthly billing, and change orders.

2009 – 2015

The Murphy Construction Co., West Palm Beach, FL
Project Manager
Heavy/Marine Construction. Responsible for construction activities, project budget, schedule, crew/resource allocation, material procurement, receiving subcontractor bids, coordinating scheduling, change orders, and job estimates for three major FDOT bridge constructions.

2005 – 2009

Wantman Group, Inc., West Palm Beach, FL
Design Engineer
Land Development and Roadway Construction. Design land development construction projects. Developmental/ drafting of design plans for land development and roadway construction projects.

2003 – 2005

Gale Associates, Inc., Weymouth, MA
Design Engineer
Land Development. Design land development construction projects throughout Massachusetts. Development/drafting of design plans for land development construction projects.

RELATED ACCOMPLISHMENTS:
Experienced with AutoCAD, MicroStation, Primavera Contractor Scheduling, etc

EMPLOYEE PROFILE

Doug Ipolito

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

EXPERIENCE:

2008 – Present	Johnson-Davis, Inc., Lantana, FL Project Manager Underground utility construction contractor specializing in DOT projects including water, sewer, storm drainage systems, as well as highway and road construction.
2006 - 2008	Hubbard Construction Company Project Engineer
2004 – 2006	Subaqueous Services, Inc. Lake Michigan Contractors Project and Operations Manager
1988 – 2004	Great Lakes Dredge and Dock Company Project Manager – 1997 – 2004 Project Engineer – 1993 – 1997 Field Engineer – 1988 - 1993
EDUCATION:	AAS Civil Engineering – Erie Community College, Buffalo, NY – Civil Engineering, SUNY Buffalo

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

EMPLOYEE PROFILE

William Clark Clifford Cryer

EDUCATION:

B.S. – Business Administration,
Real Estate and Construction Management Major
University of Denver, Denver, CO

EXPERIENCE:

2014 – Present

Johnson-Davis Inc., Lantana, FL
Project Manager
Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Company representative at pre-construction and project meetings. Order materials, billing, and job coordination for private and public utility projects.

2013 – 2014

Johnson-Davis Inc., Lantana, FL
Superintendent
Liaison between Project Manager and Foremen overseeing field operations of storm drainage, sanitary sewer, water, and force main crews.

2012 – 2013

Johnson-Davis Inc., Lantana, FL
Foreman
Field supervisor responsible for 7 to 10 person crew installing storm drainage, sanitary sewer, water, and force mains.

2011 – 2012

Johnson-Davis Inc., Lantana, FL
Punch Out Crew Leader and Skilled

OTHER CERTIFICATIONS:
OSHA 30 hour Construction Health and Safety Course

EMPLOYEE PROFILE

Joseph W. Bagford

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

EDUCATION:

Santaluces High, Lantana, FL
NUCA Confined Space Entry
NUCA Competent Person Training
OSHA Trench Safety Certified
State of Florida Class B Water Technician

EXPERIENCE:

2011 – Present

Johnson-Davis Inc., Lantana, FL
Superintendent
Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Liaison between Project Manager and Foremen overseeing field operations of storm drainage, sanitary sewer, water, and force main crews on multiple projects and job sites.

2001 – 2011

Johnson-Davis Inc., Lantana, FL
Foreman
Field supervisor responsible for 7 to 10 person crew installing storm drainage, sanitary sewer, water, and force mains, lift stations, sheeting, fire hydrants, HDPE pipe fusing, box culverts/underground tunnels, bridge drains, large jack and bore projects under highways, and arch bridge construction. Projects include DOT, municipalities and counties, SFWMD, LWDD, Army Corp of Engineers, airports, and private sector jobs.

1999 – 2001

Centerline Utilities, Jupiter, FL
Foreman
Field supervisor responsible for 5 to 7 person crew installing storm drainage, sanitary sewer, water, and force mains.

1988 – 1999

City of Lake Worth, Lake Worth, FL
Foreman/Pipelayer/Heavy Equipment Operator
Field supervisor and pipelayer installing water and sewer mains as well as operate track excavator, rubber tire backhoe, front end loader, and bulldozers.

EMPLOYEE PROFILE

Norman E. Weaver Jr.

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

EXPERIENCE:

2012 – Present	Johnson-Davis Inc., Lantana, FL Superintendent Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Liaison between Project Manager and Foremen overseeing field operations of storm drainage, sanitary sewer, water, and force main crews.
2009 – 2012	Johnson-Davis Inc., Lantana, FL Foreman Field supervisor responsible for 7 to 10 person crew installing storm drainage, sanitary sewer, water, and force mains.
1970 – 2009	Belvedere Contracting, Jupiter, FL Foreman Field supervisor responsible for 7 to 10 person crew installing storm drainage, sanitary sewer, water, and force mains.

JOHNSON- DAVIS INC.

604 Hillbrath Drive, Lantana, FL 33462

COMPLETED PROJECTS

Project #	20905
Name	Sarno Lakes II Part A Bid #B3-12-50
Location	Brevard County, FL
Contract Amount	$3,158,963.47
Type of Project	Storm Drainage
Description of Project	Upsizing and addition of storm drainage through existing neighborhoods
Type of Contract	Prime Contractor
Date Completed	1/29/2014
Project Manager/ Superintendent	Bob Spink/Edric Martin
Owner	Brevard County, FL
Owner Address	4690 N. Wickham Road, Melbourne, Florida 32935
General Contractor	Johnson-Davis Incorporated
General Contractor Address	604 Hillbrath Dr., Lantana, FL 33462
Contact	Bach McClure Phone# 321-633-2016
Architect/ Engineer	Pegasus Engineering Phone # 407-366-7070

JOHNSON DAVIS INC.

604 Hillbrath Drive, Lantana FL 33462

561-588-1170

COMPLETED PROJECTS

Project Name	Sarno lakes Phase II
Final Contract Amount	$3,158,963.00
Description of Project	Construction of a master drainage system to relieve flooding in the Sarno Lakes area of Brevard County. 696lf 48" C.I.P.P liner was installed beneath I95 to provide corrosion protection for steel casing. Liner Subcontractor; Layne Inliner
Type of Contract	Prime Contractor
Owner	Brevard County B.O.C.C
Address	2725 Judge Fran Jamieson Way Viera, FL 32940
Contact	Bach V. McClure P.E 321-633-2016 bach.mcclure@brevardcounty.us

JOHNSON DAVIS INC.

604 Hillbrath Drive, Lantana FL 33462

561-588-1170

COMPLETED PROJECTS

Project Name	E4M88- R2
Final Contract Amount	$999,451.00
Description of Project	Drainage maintenance contract for Florida Department of Transportation District Four repair and installation of storm drainage facilities. C.I.P.P liner installed on three work orders by three liner subcontractors
Owner	FDOT District 4
Address	3400 W. Commercial Blvd. Ft Lauderdale FL 33309
Contact	Mike Dawson Ph: 561-370-1156 Michael.Dawson@dot.state.fl.us Jorge Corrales Ph: 954-777-4657 Jorge.Corrales@dot.state.fl.us

JOHNSON DAVIS INC.

604 Hillbrath Drive, Lantana FL 33462

561-588-1170

COMPLETED PROJECTS

Project Name	Stormwater CMP Replacement Town of Palm Beach
Final Contract Amount	$576,389.00
Description of Project	Storm drainage repairs at multiple locations with the Town of Palm Beach, complete restoration, traffic control and bypass pumping were included in the project
Owner	Town of Plam Beach Public Works
Address	951 Old Okeechobee Road, West Palm Beach, FL 33409
Contact	Mr. Mike Roach P.E Ph: 561-838-5440 Project Manager Mr. Henry Glaus P.E Project Manager Mock Roos & Assc. Ph: 561-683-3113

10. Only bidders and Subcontractor(s) who are qualified as outlined below will be considered for contract award. Qualified bidders shall have completed at least four (4) similar projects of similar size and magnitude over the last five (5) years, or equivalent experience as determined by the Town at the Town's sole discretion.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed below and have all information completed (blanks correctly filled in) including contact names and telephone numbers of both the Owner and Engineer.

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

As Bidders, we certify the following:

(1) NAME & LOCATION OF PROJECT Pleasee see attached

BIDDER WAS [ ] PRIME CONTRACTOR [ ] SUBCONTRACTOR (CHECK ONE)

YEAR OF PROJECT: _____

SCOPE OF WORK: _____

CONTRACT VALUE (WITHOUT CHANGE ORDERS): _____

CONTRACT VALUE (WITH CHANGE ORDERS): _____

DATE OF NOTICE TO PROCEED: _____

ORIGINAL CONTRACT DURATION: _____

ACTUAL COMPLETION DATE: _____

TOTAL NUMBER OF CHANGE ORDERS & DESCRIPTION: _____

OWNER OF PROJECT: _____

OWNER CONTACT NAME AND PHONE NUMBER: _____

ENGINEERING FIRM (DURING CONSTRUCTION): _____

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS: _____

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

(2) NAME & LOCATION
OF PROJECT _____

_____

BIDDER WAS [ ] PRIME CONTRACTOR [ ] SUBCONTRACTOR (CHECK ONE)

YEAR OF PROJECT: _____

SCOPE OF WORK: _____

CONTRACT VALUE (WITHOUT CHANGE ORDERS): _____

CONTRACT VALUE (WITH CHANGE ORDERS): _____

DATE OF NOTICE TO PROCEED: _____

ORIGINAL CONTRACT DURATION: _____

ACTUAL COMPLETION DATE: _____

TOTAL NUMBER OF CHANGE ORDERS & DESCRIPTION: _____

_____

_____

OWNER OF PROJECT: _____

OWNER CONTACT NAME
AND PHONE NUMBER: _____

ENGINEERING FIRM
(DURING CONSTRUCTION): _____

ENGINEER CONTACT NAME,
PHONE NUMBER, AND ADDRESS: _____

_____

_____

(3) NAME & LOCATION
OF PROJECT _____

_____

BIDDER WAS [ ] PRIME CONTRACTOR [ ] SUBCONTRACTOR (CHECK ONE)

YEAR OF PROJECT: _____

SCOPE OF WORK: _____

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

CONTRACT VALUE (WITHOUT CHANGE ORDERS): _____

CONTRACT VALUE (WITH CHANGE ORDERS): _____

DATE OF NOTICE TO PROCEED: _____

ORIGINAL CONTRACT DURATION: _____

ACTUAL COMPLETION DATE: _____

TOTAL NUMBER OF CHANGE ORDERS & DESCRIPTION: _____

_____

_____

OWNER OF PROJECT: _____

OWNER CONTACT NAME
AND PHONE NUMBER: _____

ENGINEERING FIRM
(DURING CONSTRUCTION): _____

ENGINEER CONTACT NAME,
PHONE NUMBER, AND ADDRESS: _____

_____

_____

---

(4) NAME & LOCATION
OF PROJECT _____

_____

BIDDER WAS [ ] PRIME CONTRACTOR [ ] SUBCONTRACTOR (CHECK ONE)

YEAR OF PROJECT: _____

SCOPE OF WORK: _____

CONTRACT VALUE (WITHOUT CHANGE ORDERS): _____

CONTRACT VALUE (WITH CHANGE ORDERS): _____

DATE OF NOTICE TO PROCEED: _____

ORIGINAL CONTRACT DURATION: _____

ACTUAL COMPLETION DATE: _____

TOTAL NUMBER OF CHANGE ORDERS & DESCRIPTION: _____

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

OWNER OF PROJECT: _____

OWNER CONTACT NAME
AND PHONE NUMBER: _____

ENGINEERING FIRM
(DURING CONSTRUCTION): _____

ENGINEER CONTACT NAME,
PHONE NUMBER, AND ADDRESS: _____

_____

_____

If awarded the contract, the undersigned agrees to execute the attached contract within fifteen (15) calendar days from the date set forth in the Notice of Award and to fully complete all necessary work within the time limits specified below after date of written Notice to Proceed, with such extensions of time as are provided for in the General Conditions.

Final Completion	730 calendar days from Notice to Proceed

The undersigned understands the Contract time starts on the commencement date in the Notice to Proceed.

There is enclosed a bid guarantee consisting of five percent (5%) of $400,000.00, or $20,000.00.

The undersigned agrees that all bid documents issued for this project, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 3 (insert number) Addenda for this project.

The undersigned furthermore agrees that, in case of failure on his part to execute said contract and bonds within (15) days after being awarded the contract, the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying his proposal shall be returned to the undersigned.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned, if awarded the contract, agrees to furnish at time of signing the contract, a payment bond and a performance bond, each in the amount of 100% of the contract as set forth in "Instructions to Bidders".

The undersigned states that this proposal is the only proposal for this project in which he is interested.

SUBMITTAL DATE July 25,2016

FIRM NAME Johnson-Davis Inc.

BUSINESS ADDRESS 604 Hillbrath Drive. Lantana, FL 33462

BUSINESS TELEPHONE 561-588-1170

SIGNATURE OF RESPONSIBLE OFFICIAL

PRINT NAME & TITLE Scott J. Johnson President

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL sjohnson@johnsondavis.com

STATE OF INCORPORATION Florida

FULL NAMES & ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Scott J. Johnosn	President
Robert A. Hopler	Vice President
Christopher Johnson	Secretary/ Treasurer

CONTRACTOR SAFETY QUALIFICATION FORM

SECTION 1: COMPANY INFORMATION	
Company Name:	Johnson-Davis Inc.
Address 1:	604 Hillbrath Drive
Address 2:	
City, State, Zip:	Lantana, FL 33462
Telephone No.:	561-588-1170
Fax No.:	561-585-5252

SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS	
Company Name:	N/A
Address:	
City, State, Zip:	
Relationship:	
Company Name:	
Address:	
City, State, Zip:	
Relationship:	

SECTION 3: INSURANCE COVERAGE

3.1 Please attach certificates showing the extent of coverage, exclusions and deductibles for the following: See attached

- General Business Liability Insurance
- Professional Liability Insurance
- Contractors Pollution Liability Insurance
- Workman's Compensation Insurance

3.2 How long have you been covered by your current provider of Workman's Compensation Insurance? 1 year

3.3 List the Experience Modification Ratio (EMR) that has been applied to your company's workman's compensation insurance policy for the past five years:

Year	Intrastate EMR	Interstate EMR	Comments
2014-2015	0.88		
2013-2014	0.85		See attached
2012-2013	1.06		
2011-2012	1.02		

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

Bob
Andy

WEEKES CALLAWAY

better is our policy

September 24, 2014

Johnson-Davis, Inc.
604 Hillbrath Drive
Lantana, FL 33462

Re: Workers Compensation Insurance
Experience Modification History Three Years

To Whom It May Concern:

Listed below you will find a summary of Johnson-Davis, Inc. Experience Modification History for Three (3) Years.

Policy Year 2014 - 2015 - .88
Policy Year 2013 - 2014 - .85
Policy Year 2012 – 2013 – 1.06

If you require any additional information, please contact our office.

Sincerely,

Katherine M. Saltzman, AAI, AIAM
Senior Account Executive

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2016

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

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

PRODUCER M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713	CONTACT NAME: Trisha Stark PHONE (A/C, No, Ext): 608-288-2805 FAX (A/C, No): E-MAIL ADDRESS: Trisha.Stark@m3ins.com PRODUCER CUSTOMER ID #: JOHNINC-01
INSURED Johnson-Davis, Inc 604 Hillbrath Drive Lantana FL 33462	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Amerisure Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 707070848 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC21001350002	3/1/2016	3/1/2017	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

CERTIFICATE HOLDER

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana FL 33462

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

Trisha Stark

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JOHNINC-02 SBUHR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/26/2016

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

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

PRODUCER	CONTACT NAME: Sharon Majeski, ARM
Johnson Insurance Racine 555 Main Street, Suite 291 Racine, WI 53403	PHONE (A/C, No, Ext): (262) 321-2300 FAX (A/C, No): (262) 619-2805 E-MAIL ADDRESS: info@johnsonins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Johnson-Davis, Inc. 604 Hillbrath Drive Lantana, FL 33462	INSURER A: HDI Global Insurance Company	41343
	INSURER B: Certain Underwriters at Lloyd's	
	INSURER C: XL Specialty Insurance Company	37885
	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			EGGCC000173516	03/01/2016	03/01/2017	EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			EAGCC000173516	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
							PIP Basic	$	10,000
A	UMBRELLA LIAB X OCCUR			EXAGC000173515	03/01/2016	03/01/2017	EACH OCCURRENCE	$	3,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	3,000,000
	DED X RETENTION $ 0							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	
B	Excess Liability			ELD10006501301	03/01/2016	03/01/2017	Excess Liab over 3 M		1,000,000
C	Installation Floater			UM00034349MA16A	03/01/2016	03/01/2017	Blanket		200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contractor's Pollution Liability - Policy # 7930030920001- Limit - $1,000,000 - 3/1/2016-17 - Homeland Insurance Company of NY

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

CERTIFICATE HOLDER

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462

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

Brian McNulty

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CONTRACTOR SAFETY QUALIFICATION FORM

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name: Johnson Insurance Racine

Address 1: 555 Main Street, Suite 291

Address 2:

City, State, Zip: Racine, WI 53403

Telephone No.: Sharon Majeski 262-321-2300

If you do not have an EMR, please explain:

SECTION 4: INJURY AND FATALITY INFORMATION

4.1 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 200 Logs to the table below:

Statistic	Year: 2013		Year: 2014		Year: 2015	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases	2	1.06	2	1.10	1	0.57
Restricted Workday Cases	0	0	4	2.21	3	1.71
Medical Treatment (not First Aid) Cases	4	2.12	4	2.21	3	1.71
Total Illness Cases	6	3.18	10	5.51	7	3.99
Total Recordable Cases	6	3.18	10	5.51	7	3.99
Fatalities	0	0	0	0	0	0

4.2 If your company has had fatalities in the past three years include location, cause and corrective actions in the space below:

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

CONTRACTOR SAFETY QUALIFICATION FORM

SECTION 5: SAFETY MEETINGS

5.1 Do you require that *documented* safety meetings be held for:

- Field Supervisors?	✓ Yes	__ No	Frequency: Weekly
- Employees?	✓ Yes	__ No	Frequency: Weekly
- New Hires?	✓ Yes	__ No	Frequency: Weekly
- Subcontractors?	__ Yes	✓ No	Frequency: Weekly

SECTION 6: SAFETY AUDITS

6.1 Will a representative of your company audit safety practices on this job?

✓Yes __ No

Name: Andy Thomson Title: Safety Director

How frequently will the representative visit the project site? 2-3 times a week

SECTION 7: HEALTH AND SAFETY PROGRAM

7.1 Does the company have a health and safety program? If yes, please give details below. (A copy of the program will be required to be submitted by the contractor of award before work commences).

Yes. A copy will be provided if successful

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: Andy Thomson Title: Safety Director

Telephone No.: 561-588-1170

SECTION 8: HEALTH AND SAFETY CITATIONS

8.1 Attach a list of any State or Federal Health and Safety citations received during the past three years. N/A

SECTION 9: SIGNATURE OF COMPANY OFFICER

I certify that to the best of my knowledge, information, and belief formed after reasonable inquiry, the information submitted is true, accurate, and complete.

Name (print): ~~Andy Thomson~~ Scott J. Johnson Title: ~~Safety Director~~ President

Signature: _____ Date: _____

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585 5252

SWORN STATEMENT
PURSUANT TO SECTION 287.133(3)(a),FLORIDA STATUES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Jupiter Utilities
[print name of the public entity]

by Scott J. Johnson President
[print individual's name and title]

for Johnson-Davis Inc.
[print name of entity submitting sworn statement]

whose business address is
604 Hillbrath Drive. Lantana, FL 33462

and (if applicable) its Federal Employer Identification Number (FEIN) is:
59-1753888
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    1. A predecessor or successor of a person convicted of a public entity crime: or

    2. An entity under the control of any natural person who is active in the

management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

_X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.
[attach a copy of the final order]

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585 5252

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this 26 day of July 2016,

.

Personally known ✓

OR Produced identification _____ Notary Public - State of Florida
(Type of identification)

My commission expires 01.22.2018

LARISA DITU PELKEY
MY COMMISSION # FF 056341
EXPIRES: January 22, 2018
Bonded Thru Budget Notary Services

(Printed typed or stamped commissioned name notary public)

TRENCH SAFETY

The Bidder, by virtue of signing the Bid Form, affirms that the Bidder is aware of the Trench Safety Act (Chapter 90-96 of the Laws of Florida) effective Oct. 1, 1990, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and subcontractors.

The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Florida Trench Safety Act. These items are a breakout of the respective items involving trenching and will not be paid separately. They are not to be confused with bid items in the schedule of prices, nor be considered additional work.

The Bidder further identifies the costs and methods summarized below:

Description	Unit	Quantity	Unit Price	Extended Price
Trench Excavation	LF			
Shoring	SF			
Trench Box				
Other:	LS	Shielding or Shoring	500⁻	500⁻
Total				$ 500⁻

Work will vary by separate Authorization so measures will vary also.

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

Failure to complete this certification and include with the Bid may result in the Bid being declared non-responsive.

By: Scott J. Johnson, President

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Johnson-Davis, Incorporated (hereinafter called the Principal), and Liberty Mutual Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Massachusetts with its principal offices in the City of Boston, MA and authorized to do business in the State of Florida, and the Town of Jupiter, and having an Agent resident therein, such Agent and Company acceptable to the Town of Jupiter, are held and firmly bound unto the Town of Jupiter (hereinafter called Owner), in the sum of Twenty Thousand and 00/100 ********** Dollars ($20,000.00); good and lawful money of the United States of America, to be paid upon demand of the said Owner, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a proposal to the said Owner for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all State Workmen's Compensation, and Unemployment Compensation Taxes incurred in the performance of the contract, and means of transportation for:

Unit Price Contract for

Stormwater Utility Infrastructure Repairs

(S1628)

for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal in the amount of five percent (5%) of $400,000.00 ($20,000.00).

NOW THEREFORE, the conditions of this obligation are such that if the Proposal be accepted the Principal shall within fifteen (15) days after receipt of notification of the acceptance thereof, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the Owner and execute sufficient and satisfactory Performance Bond payable to the Town of Jupiter, Florida each in an amount of one hundred percent (100%) of the total contract price, as indicated in the Proposal, in form and with security satisfactory to the said Owner, then this obligation to be void, otherwise to

be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said, Johnson-Davis, Incorporated as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Liberty Mutual Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its, and attested by its , under its corporate seal, this 21st day of July, A.D. 2016.

ATTEST:

Chris Johnson Sec/Treas

(Principal)

Johnson-Davis, Incorporated

BY:

ATTEST:

Liberty Mutual Insurance Company

Ben Stone
(Surety Witness)

BY:

Maria Signorile
(Surety) Attorney-in-Fact

BY:

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7350729

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James F. Dunn; Maria Signorile; Wesley P. Williams

all of the city of Atlanta, state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of April, 2016.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of April, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of July, 2016.

By: _____
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS_12873_122013

CONTRACTOR:

Johnson-Davis Inc.

PROJECT NAME:

Seminole Blvd/ Osceola Dr. Bridge

PROJECT DESCRIPTION:

Demolition of existing bridges
Replacement with new 66" culvert w/ concrete headwalls @ Seminole Blvd
Relocation of 12" Raw WM, 6" WM, 4" FM @ Seminole Blvd
Construction of new pedestrian bridge @ Osceola Dr.

LOCATION OF PROJECT:

Seminole and Osceola Dr. in Westgate WPB

OWNER'S NAME AND ADDRESS:

Palm Beach County- 2300 N Jog Rd, WPB, FL 33411

OWNER'S REPRESENTATIVE AND ROLE:

Steve O'Neil- Construction Coordinator

OWNER'S REPRESENTATIVE PHONE:

561-644-4178

TYPE OF PROJECT (NEW OR REHAB):

New

PROJECT DURATION (NOTICE TO PROCEED – FINAL COMPLETION):

180 days

YEAR COMPLETED:

2014

ORIGINAL CONTRACT AMOUNT/FINAL CONTRACT AMOUNT:

$594,379 / $599,546.68

AMOUNT OF CHANGE ORDERS AND COST:

$5,167.68

CONTRACTOR:

Johnson-Davis Inc.

PROJECT NAME:

CR A1A Jupiter Beach Rd. to US 1

PROJECT DESCRIPTION:

Installation of water, sewer, drainage, and dry utilities for new street scope and bike lines

LOCATION OF PROJECT:

A1A and US 1 in Jupiter

OWNER'S NAME AND ADDRESS:

Town of Jupiter 210 Military Trail, Jupiter, FL 33458

OWNER'S REPRESENTATIVE AND ROLE:

Thomas Driscoll, Town of Jupiter Engineer

OWNER'S REPRESENTATIVE PHONE:

561-741-2215

TYPE OF PROJECT (NEW OR REHAB):

New

PROJECT DURATION (NOTICE TO PROCEED – FINAL COMPLETION):

11 Months

YEAR COMPLETED:

2015

ORIGINAL CONTRACT AMOUNT/FINAL CONTRACT AMOUNT:

$3,699,744.00

AMOUNT OF CHANGE ORDERS AND COST:

$0

JOHNSON DAVIS INC.

604 Hillbrath Drive, Lantana FL 33462

561-588-1170

COMPLETED PROJECTS

Project Name	Sarno lakes Phase II
Final Contract Amount	$3,158,963.00
Description of Project	Construction of a master drainage system to relieve flooding in the Sarno Lakes area of Brevard County. 696lf 48" C.I.P.P liner was installed beneath I95 to provide corrosion protection for steel casing. Liner Subcontractor; Layne Inliner
Type of Contract	Prime Contractor
Owner	Brevard County B.O.C.C
Address	2725 Judge Fran Jamieson Way Viera, FL 32940
Contact	Bach V. McClure P.E 321-633-2016 bach.mcclure@brevardcounty.us

JOHNSON DAVIS INC.
604 Hillbrath Drive, Lantana FL 33462
561-588-1170

COMPLETED PROJECTS

Project Name	Kirk Road Bridge over LWDD L-9 Canal
Final Contract Amount	$600,618.00
Description of Project	Removal of an exisiting structure and replacement with Box culvert. The project involved extensive M.O.T traffic detours and utility relocation.
Type of Contract	Prime contractor
Owner	Palm Beach County B.O.C.C
Address	301 N Olive Ave # 1201, West Palm Beach, FL 33401
Contact	Mr. John Kopelakis Chief Const. Coordinator Ph:561684-4180 Jkopelak@pbcgov.org

JOHNSON DAVIS INC.

604 Hillbrath Drive, Lantana FL 33462

561-588-1170

COMPLETED PROJECTS

Project Name	E4M88- R2
Final Contract Amount	$999,451.00
Description of Project	Drainage maintenance contract for Florida Department of Transportation District Four repair and installation of storm drainage facilities. C.I.P.P liner installed on three work orders by three liner subcontractors
Type of Contract	Prime contractor
Owner	FDOT District 4
Address	3400 W. Commercial Blvd. Ft Lauderdale FL 33309
Contact	Mike Dawson Ph: 561-370-1156 Michael.Dawson@dot.state.fl.us Jorge Corrales Ph: 954-777-4657 Jorge.Corrales@dot.state.fl.us

JOHNSON DAVIS INC.

604 Hillbrath Drive, Lantana FL 33462

561-588-1170

COMPLETED PROJECTS

Project Name	Stormwater CMP Replacement Town of Palm Beach
Final Contract Amount	$576,389.00
Description of Project	Storm drainage repairs at multiple locations with the Town of Palm Beach, complete restoration, traffic control and bypass pumping were included in the project
Type of Contract	Prime contractor
Owner	Town of Plam Beach Public Works
Address	951 Old Okeechobee Road, West Palm Beach, FL 33409
Contact	Mr. Mike Roach P.E Ph: 561-838-5440 Project Manager
	Mr. Henry Glaus P.E Project Manager Mock Roos & Assc. Ph: 561-683-3113

TRUCK TRACTORS, DUMP TRUCKS, FLAT BEDS

Equip No.	Manuf.	Model	Description	Serial Number	Year	GVW
45-104	Kenworth	T 800 B	Tandem Truck Tractor	1XKDD29X2 VJ743640	1997	80,000
45-115	Kenworth	T 800	Single Axle Truck Tractor	1XKDA98X6WJ763765	1998	73,000
45-117	Kenworth	W 900	Tri-Axle Truck Tractor	1XKWD29X3WJ771862	1998	80,000
45-128	Kenworth	T 800	24' Flat Bed	1NKDLA9X9VR734944	1997	64,000
45-164	Kenworth	T 800	Tri-Axle Dump - Steel Body	1NKDLUOX23J386270	2003	70,000
45-249	Kenworth	T800	Tri-Axle Truck Tractor	1XKDP4EX7DJ357433	2013	80,000
80-191	Ford	F-550	Service Truck	1FDAF57P56EC52918	2006	19,500
80-163	Ford	F 350 XLT Ex	4x4 Super Cab	1FTSX31F23EA55212	2003	10,500
80-135	Ford	F - 550	Super Duty 4x4 Mech.'s truck	1FDAF57F4YEB89787	2000	19,500
80-257	DODGE	RAM 5500	SERVICE TRUCK	3C7WRNCL9DG569047	2013	19,500
82-145	Reo	M35A2	6x6 Water Truck	12511113	1970	Diesel
82-157	Reo	M35A2	6x6 Water Truck	NK0044T-0540-10998	1970	Diesel
82-269	Am.Gen.		2-1/2 ton 6x6 Army truck	88K277 1040-11193	1988	Diesel

TRAILERS

Equip. Number	Manufacturer	Length	Description	Serial Number	Year
40-04	Witco Challenger		8' Wide Lowboy	ZZZS224D89000RG50	1984
40-05	Dorsey		Aluminum Dump	1DTD18B25EP017412	1984
40-07	Fruehof	45 foot	Flat Bed	FWV472605	1979
40-11	Rayside	12 foot	Crew / Tool and Fuel	RTT425	1985
40-12	Utility	45 foot	Drop Deck	1UYFS2454GA425801	1985
40-13	Great Dane	42 foot	Flat Bed	707841	1971
40-17	Fontaine	44 foot	Flat Bed	13643	1970
40-23	Vulcan	45 foot	Flat Bed (with head board)	1LZF45201E1001467	1994
40-24	Borco	26 foot	Steel Dump	1B9DS2727SP313014	1995
40-26	Hardee	26 foot	Aluminum Dump	1H9ACD624B4127175	1997
40-27	Fontaine		10' wide lowboy	4LF4S8058V3505592	1997
40-28	Fontaine	30 foot	Jeep for lowboy	4LF3N2623V3505593	1997
40-29	ASPT	12 foot	Sock Trailer	FLT8092BB	1989
40-32	Fontaine		Lowboy - TB 50 NGB	4LF4R4730S3504134	02/01/95
40-33	Fontaine	48 foot	Extendable flat	13N-4482C-8-X1584935	02/01/99
40-34	Load Trail	24 foot	Flat Trailer	5L8PH242561002996	01/03/06
40-35	Great Dane	48 foot	Flat Trailer	1GRDM96296H700134	05/15/06
40-36	Load Trail	20 foot	Equipment Trailer	4ZECF202361023036	07/14/06
40-37	Load Trail	20 foot	Deck over Trailer, (flat)	5L8PH202961003106	07/14/06
40-38	KAUFMAN	23 Foot	Deck over Trailer flat	5VGFP2322DL003826	05/01/13
40-39	KAUFMAN	23 Foot	Deck over Trailer flat	5VGFP2324DL004847	09/03/13
40-40	**Triple Crown Trailers 5' x 10'**	2990 LB	700LB Utility Trailer	1XNU5X10471022637	10/16/2007

Mini Excavators

Equip No.	Manufacturer	Model	Serial Number	Year	Engine	Basic Weight
35-01	John Deere	650 H LGP	T065HX898018	2001	John Deere	19,100
35-27	Bobcat	873G	514147010	2001	Deutz BF 4M 1011F	7,330
35-41	Bobcat	T300	525415212	2005	Kubota	
35-61	Kubota	KX913R1S	30767	2010	Kubota	7200 LBS
35-62	Kubota	KX080-3	24675	2012	Kubota	19,026 lbs.
35-64	Kubota	KX913R2	41826	2012	KUBOTA	7,110 lbs.
35-66	Kubota	KX121-3ST	74888	5/13/2013	KUBOTA	9,063 LBS

Wheel Loaders

Number						Weight	
30-28	Volvo	L90D	L90DV65018	2001	Volvo 63NCBE	32,965	3 cubic yds.
30-30	John Deere	644 H	DW644HX587509	2004	6081HDW08 - - - Diesel	34,600	4 cubic yds.
30-31	Volvo	L90E	L90EV70867	2004	Volvo D6D LAE2	33,200	3 cubic yds.
30-32	Liebherr	L544	VATZ0443AZB011966	2006	D924 TI-E A2	32,930	4 cubic yards
30-33	Volvo	L70	L70EV60803	2006	Volvo D6D LBE2	24,714	2.5 cubic yarrds
30-34	Liebherr	L538	VATZ0432AZB014861	2006	D924 TI-E Lieb Diesel	27,116	3.27 cubic yards
30-35	Volvo	L120 E	L120EV66013	2006	Volvo	42,600	4.7 Cubic yards
30-36	Volvo	L90 E	L90EV67858	2006	Volvo	33,200	3 cubic yards
30-37	Volvo	L110 E	L110EV60387	2005	Volvo	44,090	4.1 cubic yards
30-38	Komatsu	WA 380-6	65858	2009	Komatsu	38,588	4.3 CU YARDS
30-39	Komatsu	WA 380-6	65939	2009	Komatsu	38,588	4.3 CU YARDS
30-40	Caterpillar	950H	CAT0950HVK5K02887	2010	Caterpillar	51,695	4.25 YARDS
30-42	Komatsu	WA-320-6	A35279	2012	Komatsu	31,052	3.7 YARDS
30-43	Komatsu	WA-380-7	A64171	2013	Komatsu	39,139	4.3 Cu. Yards
30-44	Komatsu	WA-200-PZ-6	71678	2013	Komatsu	25,887	2.75 Cu. Yards
30-45	Komatsu	WA-320-7	80194	2013	Komatsu	36,376	3.5 Cu Yards
30-46	Caterpillar	938 K	SWL01382	2013	Caterpillar	35,104	3.5 Cu Yards
30-47	Komatsu	WA-200-7	80392	2015	Komatsu	26,070	4 CU Yards
30-48	Komatsu	WA-380-8	A74013	2015	Komatsu	40,693	4 CU Yards

Backhoe / Loader

Equip. No.	Manufacturer	Model	Serial Number	Year	Engine	Basic Weight	Bucket
25 - 51	Caterpillar	420D IT	BLN11885	2005	Caterpillar	15,772 lbs.	1.31 Yard
25 - 52	Caterpillar	430D IT	BMLO5166	2005	Caterpillar	16,217 lbs.	1.5 Yard
25-67	Caterpillar	420F IT	CAT420FHJWJ01695	2013	Caterpillar		

EXCAVATORS

Equipment Number	Manufacturer	Model	Serial Number	Year	Engine	Basic Weight
20-37	Liebherr	R934 HDSL litronic	648 - 5051	1999	Liebherr	63,500 lbs
20-39	Inter - Drain	6050 HT	D97022	1997	Volvo	66,500 lbs
20-40	Liebherr	R912 HDSL litronic	417-4205	1999	Liebherr	51,300 lbs
20-44	Liebherr	R944 HDSL litronic	651-8110	2002	Liebherr	77,500 lbs
20-45	Liebherr	R924 HDSL litronic	645-8931	2002	Liebherr	55,850 lbs
20-47	Liebherr	R944 HDSL litronic	651-9831	2002	Liebherr	77,200 lbs.
20-48	Liebherr	R944 B HDSL Lit.	651-12535	2003	Liebherr	84,500 lbs
20-49	Liebherr	R934 B HDSL Lit.	924-12558	2003	Liebherr	67,000 lbs
20-50	Liebherr	R934 B HDSL LIT.	924-13441	2004	Liebherr	71,000 lbs
20-53	Liebherr	R944 B HDSL LIT.	651-14648	2005	Liebherr	84,500 lbs
20-54	Liebherr	R934 B HDSL LIT.	924-13720	2005	Liebherr	71,000 lbs
20-55	Liebherr	R954 C HD Litronic	976-18694	2006	Liebherr	125,500 lbs.
20-56	Komatsu	PC308 USLC - 3EO	30099	2007	Komatsu	71,000 lbs.
20-57	Liebherr	A 912 Litronic	419-5100	1997	Liebherr	32,780 lbs.
20-59	Caterpillar	328D	CAT0328DCGTN00603	2010	CAT	76,500 lbs.
20-60	Caterpillar	336D	CAT0336DE W3K01174	2010	CAT	89,000 lbs.
20-63	JOHN DEERE	220D JOHNDEERE	1FF220DWHBD41148	2012	Isuzu	52,300 lbs
20-65	Komatsu	PC 360-LC-10	70101	2013	Komatsu	77,500 lbs
20-68	Komatsu	PC 390-LC-10	KMT-PC242L54A30203	2014	Komatsu	90,372 lbs.
20-69	Komatsu	PC 240-LC-11	A95106	2015	Komatsu	55000 lbs
20-70	Komatsu	PC 390-LC-11	A30425	2015	Komatsu	91712 lbs

DEWATERING PUMPS

Equip Number	Description	Size	Manufacturer	Year	Serial No.	Engine
10-01	Wellpoint Pump	10"	Complete	1975	C.M.E.7105	Deutz - 6 cyl Diesel
10-03	Wellpoint Pump	10"	Complete	Late 1970's	C.M.E.7568	Deutz - 6 cyl Diesel
10-11	Wellpoint Pump	10"	Complete	Late 1970's	C.M.E.7130	Deutz - 6 cyl Diesel
10-13	Wellpoint Pump	6"	Complete	Late 1970's	JD 781013	Deutz - 3 cyl Diesel
10-16	Wellpoint Pump	10"	Complete / J-D	1980's	C.M.E. 8460	Deutz - 6 cyl Diesel
10-19	Wellpoint Pump	10"	Complete	1980's	C.M.E. 7505	Deutz - 6 cyl Diesel
10-20	Wellpoint Pump	10"	Complete	1980's	C.M.E. 8334	Deutz - 6 cyl Diesel
10-26	Hydraulic Pump	8"	M & W	1980's	C.M.E. 5654	Deutz - 4 cyl Diesel
10-28	Jet Pump	4"	Thompson	1980's	6J66	Deutz - 6 cyl Diesel
10-30	Double Diaphragm	4"	Thompson	1980's	4DDL335	Lombardini - 1 cyl Diesel
10-31	Wellpoint Pump	10"	Complete / J-D	1994	JD946068	John Deere 6cyl Diesel
10-33	Wellpoint Pump	6"	Johnson - Davis	1995	6951033	Deutz - 5 cyl Diesel
10-35	Wellpoint Pump	8"	Holland	1995	US97362X	Perkins - 4 cyl Diesel
10-36	Hydraulic Pump	4"	Holland	1994	H-25-D-349	Perkins - 4 cyl Diesel
10-38	Wellpoint Pump	8"	Holland	1995	U640528Y	Perkins - 4 cyl Diesel
10-40	Jet Pump	4"	Thompson	1994	4J - 136	Lombardini - 4 cyl Diesel
10-41	Wellpoint	8"	Holland	1995	H-40WPLR-D-139	Perkins - 4 cyl Diesel
10-42	Wellpoint	10"	Complete	1997	C.M.E. 8158	John Deere - 6 Cyl Diese

Updated 4/04/2011

DEWATERING PUMPS

	Description	Size	Manufacturer	Year	Serial No.	Engine
10-44	Trash Pump	6"	Complete	1998	C.M.E. 8226	Deutz 4 cyl Diesel
10-45	Jet Pump	4"	Complete	2000	C.M.E. 8291	John Deere - 4 Cyl. Diesel
10-46	Wellpoint	8"	Complete	2002	C.M.E. 9037	John Deere - 4 Cyl Diesel
10-48	Trash Pump	6"	Complete	2003	C.M.E. 9064	John Deere - 4 Cyl Diesel
10-49	Wellpoint	8"	Complete	2003	C.M.E. 9065	John Deere - 4 Cyl Diesel
10-50	Hyd Pump	4"	MWI	2003	2657	Deutz - 3 Cyl Diesel
10-51	Jet Pump on Wheels	4"	MWI	2004	4219	John Deere 4 Cyl Diesel
10-52	Wellpoint Pump	8"	Complete	2005	C.M.E. 9159	John Deere 4 Cyl Diesel
10-53	Jet / Wellpoint Pump	4"	JD, Inc.	2005	JD 4912	Deutz F6l912 6 cyl Diesel
10-54	Wellpoint Pump	8"	Complete	2006	C.M.E. 9181	John Deere - 4 Cyl Diesel
10-55	Hyd Pump	12"	Holland	2006	D12S-6068T-1210	John Deere - 6 Cyl Diesel
10-56	Hyd pump	8"	MWI	2004	325	John Deere - 6 Cyl Diesel
10-57	Wellpoint pump	8"	MWI	2008	9175	Kubota diesel - 4 cyl.
10-58	Wellpoint pump	10"	Complete	2010	9293	6 Cylinder Deutz
10-59	Wellpoint pump	10"	Complete	2010	9292	6 Cylinder Deutz
10-60	HYD PUMP	4"	Sloan Pump	1995	1442C	4 Cylinder Perkins
10-61	HYD PUMP	4"	Griffin Pump	1995	708	4 Cylinder Perkins
10-62	Wellpoint Pump	8"	Complete	2009	9220	4 Cylinder Deutz
10-63	Wellpoint Pump	8"	Complete	2008	9239	4 Cylinder Yanmar
10-64	Hydraulic pump	4"	Thompson	1995	4HS-2	MWM 4 Cylinder Diesel
10-65	Piston pump	6"	Thompson	2009		Hatz 1 cylinder diesel
10-66	Hydraulic pump	10"	Thompson			John Deere 6cyl diesel
10-67	Hydraulic pump	6"	Mac Pumps		627	4 cylinder Perkins
10-68	Hydraulic pump	3"	F.P. Manuf.	1995	F.P. 8-20	4 cylinder Deutz

SMALL PUMPS

12 - 24	Test Pump	¾"	Hypro	1984		----------	Briggs / Stratton
12 - 29	Test Pump	¾"	Rice	1991		----------	Briggs / Stratton
12 - 30	Diaphragm	3"	Homelite	1987		8511714	Briggs / Stratton
12 - 32	Diaphragm	3"	CH & E	1990		----------	Briggs / Stratton
12 - 38	Test	1-1/2"	Hypro / Johnson	1996		----------	Deutz
12 - 39	Trash	3"	Multiquip	1995	QP301TH	5169QP301TH	Honda
12 - 41	Trash	3"	Multiquip	1999	QP301TH	301TH11028	Honda
12 - 43	Test Pump	¾"	Hypro / J-D	1999	9910-D60		Honda
12 - 45	Trash Pump	3"	Multiquip	2000	QP301TH	301TH-13625	Honda GX240
12 - 46	Hydrostatic Test Pump	¾ "	Rice	2000		15794	Honda GX160
12 - 48	Trash Pump - 50-145	3"	Multiquip	2001	QP301TH	301TH-11766	Honda GX240
12-49	Hydrostatic Test Pump	3/4"					
12 - 50	Trash Pump	3"	Multiquip	7/1/03	QP301TH	18525	Honda GX240
12 - 51	Trash Pump	3"	Multiquip	7/1/03	QP301TH	PO24777	Honda GX240
12 - 52	Trash Pump	3"	Multiquip	7/1/03	QP301TH	PO24778	Honda GX240
12 - 53	Trash Pump	4"	Multiquip	7/1/03	QP402H	0274	Honda
12 - 54	Double Diaphargm pump	4"	Thompson	7/19/2012			Hatz

Crew Trucks

Equip. Number	Manufact.	Model	Description	Serial Number	Year	Engine
50-160	International	4800	4x4 Sock Truck	1HTSEAAN4SH675724	1996	Diesel
50-205	Ford	Freestar	Passenger Van	2FMZA52296BA17673	2006	4.0 L Gasoline
50-207	Dodge	3500	1 Ton 4x4 flat bed	3D6WH46A67G759973	2007	Cummins diesel
50-215	Chrysler	Town & Country	Passenger Van	1A4GJ45R67B163464	2007	3.3 L V-6 Gasoline
50-217	Ford	F-250	4x4 Pickup	1FTSF21R18EB94195	2008	6.4 L V-8 diesel
50-222	Toyota	Corolla	4 Door Sedan	1NXBR32E18Z034473	2008	
50-226	Dodge	3500	1 Ton 4x4 flat bed	3D6WH46A98G105440	2008	Cummins diesel
50-230	Jeep	Patriot	Patriot Sport	1J8FT28028D783501	2008	2.0 L4 Cylinder
50-233	TOYOTA	COROLLA	4 Door Sedan	1NXBU4EE0AZ187903	2010	
50-234	HYUNDAI	ELENTRA	4 Door Sedan	KMHDU46D9U773824	2010	
50-235	CHEVY	SILVERADO	2500 4WD	1GCHK44639F181544	2009	6.6L
50-236	GMC	SIERRA	1500 2WD REG CAB	1GTEC14XX9Z222922	2009	4.3L V-6
50-237	CHEVY	SILVERADO	2500 4WD REG CAB	1GCHK44609F182442	2009	6.6L
50-241	CHEVY	SILVERADO	2500 4WD REG CAB	1GC0KV89BF114183	2011	6.6L V8 DURAMAX
50-242	Chevy	SILVERADO	2500 4WD REG CAB	1GC0KVC8XBF128674	2011	6.6L V8 DURAMAX
50-243	Chevy	SILVERADO	1500 4WD EXT	1GCRKPE00BZ130023	2011	4.8L V8 SFI
50-244	Chevy	Silverado	1500 4WD Reg Cab	1GCNKPEA2BZ130595	2011	4.8L V8
50-246	DODGE	CARAVAN	SE MINIVAN	2C4RDGBG3CR131271	2012	3.6L V6
50-247	Dodge	Ram	2500 4WD Reg Cab	3C6LD5AL5CG228994	2012	6.7 L Cummins Diesel
50-248	Dodge	Ram	2500 4WD Reg Cab	3C6LD5AL8CG258684	2012	6.7 L Cummins Diesel
50-253	Dodge	3500	1 Ton 4x4 flat bed	3C7WDTBL7CG317431	2012	6.7L Cummins Diesel
50-255	Dodge	2500	Pickup Truck	3C6LR5AL8DG566909	2013	6.7L Cummins Diesel
50-256	Dodge	2500	Pickup Truck	3C6LR5AL5DG566124	2013	6.7L Cummins Diesel
50-258	Dodge	RAM 5500	Cab & Chassis 19,500	3C7WNCBL8CG339644	2012	6.7L Cummins Diesel

Crew Trucks

50-259	Dodge	Ram 2500	Pickup Truck 3/4 ton 4x4	3C6LR5AL7DG590988	2013	6.7L Cummins Diesel
50-261	Dodge	Grand Caravan	SE MINIVAN	2C4RDGBG7ER103170	2014	3.6L V6 24V V V T
50-262	Dodge	Grand Caravan	SE MINIVAN	2C4RDGBG3ER103165	2014	3.6L V6 24V V V T
50-264	Dodge	Ram 5500	Cab & Chassis 19,500	3C7WDNFL6CG260225	2012	6.7L Cummins Diesel
50-265	Dodge	Ram 2500	2500 Pickup Truck	3C6MRAL3EG197009	2014	6.7L Cummins Diesel
50-266	Dodge	Ram 2500	2500 Pickup Truck	3C6MR5AL1EG197008	2014	6.7L Cummins Diesel
50-267	Dodge	Ram 2500	2500 Pickup Truck	3C6MR5ALXEG204358	2014	6.7L Cummins Diesel
50-268	Dodge	Ram 2500	2500 Pickup Truck	3C6MR5AL8EG217156	2014	6.7L Cummins Diesel
50-272	FORD	F250	2500 PICKUP	FTBF2B68FEC41806	2015	6.2L V8 GAS ENGINE
50-275	DODGE	CARAVAN	VP MINIVAN	2C4RDGBG9FR635697	2015	3.6L V6 GAS ENGINE

LEVELING INSTRUMENTS ENGINEERING INSTRUMENTS

Equip No.	Manufacturer	Model	Type
60-14	Nikon	AZ - 1	AUTO LEVEL
60-19	Wild	NA - 20	AUTO LEVEL
60-20	Wild	NA - 20	AUTO LEVEL
60-21	Wild	AZ - 15	AUTO LEVEL
60-27	Leica / Wild	NA - 20	AUTO LEVEL
60-29	Leica / Wild	NA - 20	AUTO LEVEL
60-32	Leica / Wild	NA - 20	AUTO LEVEL
60-33	Leica / Wild	NA - 20	AUTO LEVEL
60-39	Topcon	AT - 22	AUTO LEVEL
60-45	Leica	NA - 720	AUTO LEVEL
60-47	CST / Berger	24 - X	AUTO LEVEL
60-63	TOP - JR	AT-24A	AUTO LEVEL
60-64	TOP - JR	AT-24A	AUTO LEVEL

Equip No.	Manufacturer	Model	Type
60-04	Spectra - Physics	1150	Laser
60-28	Spectra - Physics	L1165	Dial - A - Grade Laser
60-34	Spectra - Physics	L1165	Dial - A - Grade Laser
60-35	Spectra - Physics	L1165	Dial - A - Grade Laser
60-38	Spectra - Physics	L1165	Dial - A - Grade Laser
60-40	Spectra - Physics	L1145 - 1	Laser Plane
60-41	Spectra - Physics	B23 - S D	Laser Plane
60-44	Spectra - Physics	1280 S	Dial - A - Grade Laser
60-46	Spectra - Physics	1280	Dial - A - Grade Laser
60-50	Spectra - Physics	1280/1285	Laser
60-51	Spectra - Physics	1280	Laser
60-54	Spectra - Physics	DG 711	Laser
60-55	Spectra - Physics	DG 711	Laser
60-61	Spectra - Physics	DG 711	Laser
60-62	Spectra - Physics	DG 711	Laser
60-65	Spectra - Physics	DG 711	Laser
60-66	Spectra - Physics	DG 711	Laser
60-67	Spectra - Physics	DG 711	Laser
60-68	Spectra - Physics	DG 711	Laser
60-69	Spectra - Physics	DG 711	Laser
60-70	Spectra - Physics	DG 711	Laser
60-71	Spectra -Physics	DG 711	Laser
60-72	CST Berger	LM PL20	Laser
60-73	CST Berger	LM PL20	Laser
60-74	CST Berger	LM PL20	Laser

NOTICE OF AWARD

TO: Johnson-Davis, Inc.
604 Hillbrath Drive
Lantana, FL 33462

ATT: Scott J. Johnson, President

Project: Unit Price Contract for Stormwater
Utility Infrastructure Repairs (S1628)
Town of Jupiter Utilities
Jupiter, Florida

Gentlemen:

This is to advise that on August 16, 2016 the Jupiter Town Council approved award of the Contract for the above referenced project as a result of your Unit Price bid submitted to the Town of Jupiter (Owner) on July 26, 2016.

Two (2) sets of the Project Manual for this project are attached. Each set contains an unexecuted agreement. Please sign both sets of the Agreement and include the following additional documentation necessary for execution of the Agreement/Contract.

- Two original signed and notarized Payment Bonds (on Bond form included with each project manual).
- Two original signed and notarized Performance Bonds (on Bond form included with each project manual).
- Four original Power of Attorneys; one each to accompany each Payment and Performance bond.
- Two current Certifications of Insurance naming the Town of Jupiter as an additional insured per the requirements of the contract.

Your attention is invited to the provision whereby your proposal guarantee may be forfeited in the event the Agreement with satisfactory Performance and Payment Bond attached is not executed and delivered to the Owner within fifteen (15) consecutive calendar days from August 26th, 2016.

Sincerely,

Amanda Barnes
Town of Jupiter
Assistant Utilities Director

AGREEMENT (CONTRACT)
BETWEEN OWNER AND CONTRACTOR

This Agreement (Contract) made this 20 (date) day of September (month), 2010 (year) by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the "the TOWN" and "OWNER", Johnson-Davis, Inc., 604 Hillbrath Drive, Lantana, FL 33462, a public agency Corporation 59-1753888 (FEID number) hereinafter designated as the "CONTRACTOR", in consideration of the mutual covenants hereinafter set forth agree as follows:

Article 1. WORK.

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provide stormwater utility infrastructure repairs, replacements and/or installations on an as needed basis utilizing one or a combination of a number of unit price bid items. These items may include, but are not limited to: bypass pumping; realigning or replacing inlet/manhole castings; sealing and/or grouting storm water pipe joints; installing new manholes/conflict boxes/catch basins; pipe to structure connection repairs; storm water pipe point repairs; and restoring miscellaneous surface improvements such as asphalt roadway replacement, pavement overlay, concrete sidewalk replacement, concrete curb and gutter replacement, sod replacement, fence replacement and other improvements as described by the Project Documents.

1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

UNIT PRICE CONTRACT FOR STORMWATER UTILITY INFRASTRUCTURE REPAIRS (S1628) FOR TOWN OF JUPITER UTILITIES JUPITER, FLORIDA

Article 2. ENGINEER.

The Project has been designed by the following:

Town of Jupiter Utilities Department
210 Military Trail
Jupiter Florida 33458

The Town of Jupiter will administer the contract during the construction phase.

Article 3. CONTRACT TIME.

3.1. The Work will have a substantial completion date after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and as outlined below. The work will be completed and ready for substantial and final payment in accordance with Article 14 of the General Conditions and as outlined below:

Substantial Completion:	730 calendar days from Notice to Proceed
Final Completion:	730 calendar days from Notice to Proceed

3.2 Unless extended or terminate, the period of performance of this CONTRACT shall commence upon the effective date of execution by the OWNER and continue for a period of 2 years or seven hundred and thirty calendar days (730 days). Written Notice to Proceed and Work Order duration will be mutually agreed upon by both the CONTRACTOR and OWNER and provided in Work Orders outlining work. The CONTRACTOR shall not proceed with work under this CONTRACT until a Work Order with written Notice to Proceed is received from the OWNER.

3.3 The initial term of the Contract will be two years (730 calendar days) from the date of Notice to Proceed. Owner may at Owner's sole discretion renew this Contract for one (1) additional two (2) year term and one (1) additional (1) year term for a total Contract period of five (5) years. It is solely the responsibility of the Contractor to initiate any renegotiation of the Unit Prices of the Contract sixty (60) days prior to the expiration date of the Contract. Failure to initiate renegotiation of rates sixty (60) days prior to the expiration date will result in the continuation of the Unit Prices in the Contract until the next expiration date. Owner reserves the right to terminate negotiations and continue work under existing rates or terminate the Contract. Regardless of anything to the contrary, this Contract may be terminated by the Owner at any time and for any reason. Further, the Contractor agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages.

3.4 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT may be changed only by a change order to the CONTRACT Work Order amendments to individual Work Orders must be completed in writing and signed and dated by Contractor and Owner.

3.5. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 and in

individual works orders above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (But not as a penalty) CONTRACTOR shall pay OWNER Two Hundred and Fifty and 00/100 dollars ($250.00) for each day that expires after the time in each individual work order as the completion date of each work order, and Five Hundred dollars ($500.00) for each day that expires after the time specified in Paragraph 3.1 for the date of final completion of the Contract. Final completion includes demobilization from the site. Owner may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deducting the amount due in Liquidated Damages from the final payment application.

3.6 This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The OWNER'S exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the OWNER may deduct from the balance of the CONTRACT sum held by the OWNER the Liquidated Damages stipulated herein or such portions as said balance will cover.

Article 4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Document in current funds accordance to the Proposal Unit Prices.

4.2 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end Contract. Estimated quantities will be used for Bid comparison purposes only. The Owner reserves the right to issue Work Orders as and when required for proposed work for any or all bid items or any combination thereof. Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated being available for the original two year contract term and subsequent two year and one year renewal terms are provided in the table below.

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Anticipated Estimated Annual Funding

Town of Jupiter Utilities

Unit Price Contract for Stormwater Utility Infrastructure Repairs (S1628)

Year	Project Description	Estimated Value	
2016/2017	Miscellaneous Stormwater Repairs	$200,000	
2017/2018	Miscellaneous Stormwater Repairs	$200,000	
	Estimated Initial 2 Year Contract Term Total		**$400,000**
2018/2019	Miscellaneous Stormwater Repairs	$200,000	
2019/2020	Miscellaneous Stormwater Repairs	$200,000	
	Estimated 2 Year Contract Term Extension Total		**$400,000**
2020/2021	Miscellaneous Stormwater Repairs	$200,000	
	Estimated 1 Year Contract Term Extension Total		**$200,000**
	Estimated 5 Year Total		**$1,000,000**

Article 5. PAYMENT PROCEDURES.

5.1 Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for payment will be processed by OWNER as provided in the General Conditions.

5.2 The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

5.3 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment within 30 days of receipt of each monthly approved application for payment during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the agreed upon schedule of values provided for in paragraph 14.01 of the General Conditions.

5.4. Prior to 50% Completion of the work progress payments will be in an amount equal to: 90% of the Work completed, and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.5. Upon 50% completion of work, OWNER, will pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work Order Price. OWNER may elect to withhold a greater percentage if work is determined, by OWNER, to be insufficient or incomplete until Final Completion.

5.6. Upon achievement of Substantial Completion of individual Work Orders

CONTRACTOR may request, in writing, that total payments be increased to 98% of the Work Order price. OWNER may or may not approve this request at their own discretion.

5.7. Final Payment. Upon final completion of an individual Work Order and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Work Order Price as provided in said paragraph 14.07 unless liquidated damages are due.

Article 6. INTEREST. Not applicable.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

8.1. Index
8.2. Table of Contents-Specifications
8.3. Advertisement for Bids
8.4. Instructions to Bidders
8.5. Proposal
8.6. Sworn Statement
8.7 Safety Qualification Form
8.8. Bid Bond
8.9. Trench Safety
8.10. Notice of Award
8.11. This Agreement (pages 41 to 47, inclusive)
8.12. Payment and Performance Bonds
8.13. Opinion of Town Attorney
8.14. Notice to Proceed
8.15. General Conditions (pages 0 to 41, inclusive)
8.16. Supplementary Conditions (pages 1 to 7, inclusive)
8.17. Any Modifications, including Change Orders, duly delivered after execution of Agreement.
8.18. Technical Specifications (including Appendix) bearing the title:
Unit Price Contract for Stormwater Utility Repairs (S1628)

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 9. MISCELLANEOUS

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences

provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

9.5 The risk of loss or destruction to the project, or any Work Order or portion and/or element thereof, regardless of the cause of the casualty, shall be borne solely by the CONTRACTOR until all goods and materials to be used in the work are incorporated into the Project/Work Order at the Project/Work Order site for its intended purpose and use and final inspection, acceptance and payment for the Project/Work Order has been made by the OWNER. Title to the goods shall pass to the OWNER upon delivery and final acceptance of the entire Project/Work Order by the OWNER, notwithstanding the fact that periodic payments may have been made during the course of the CONTRACT.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Todd Wodraska, Mayor

ATTEST

Sally Boylan, Town Clerk

(TOWN SEAL)

CONTRACTOR

Johnson-Davis, Inc.
604 Hillbrath Drive
Lantana, FL 33462

Scott J. Johnson, President

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That Johnson-Davis, Inc. as Principal, hereinafter called Contractor, and legal title of Liberty Mutual Insurance Company as Surety, hereinafter called Surety, are held and firmly bound onto Town of Jupiter as Obligee, hereinafter called Owner, in the amount of Four Hundred Thousand dollars and 00/100 ($400,000.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated September 20, 2016, entered into a contract with Owner for the Unit Price Contract for Stormwater Utility Infrastructure Repairs (JW 10-37) plans and specifications prepared by Town of Jupiter which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any

costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

   a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

   b. After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

   c. Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the State in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvements, whether or not claim for the amount of such lien be presented under and against this bond.

5. This bond is issued in compliance with Section 255.05, Florida Statutes (1987), as may be amended. A claimant, except a laborer, who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given. No action shall be instituted against the contractor or the surety on the bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies.

Signed and sealed this 20 day of September, 2016

Witness

Larissa Dith Pelkey

Principal (Seal)
Johnson-Davis, Inc.

Title Robert A. Wagler, V.P.

Witness

Ryan Skibba

Surety (Seal)
Liberty Mutual Insurance Company

Title Maria Signorile, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7350791

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James F. Dunn; Maria Signorile; Wesley P. Williams

all of the city of Atlanta, state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of April, 2016.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of April, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

currency rate, interest rate or residual value guarantees.

LMS_12873_122013

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Johnson-Davis, Inc. as Principal, hereinafter called Contractor, and legal title of Liberty Mutual Insurance Company as Surety, hereinafter called Surety, are held and firmly bound onto Town of Jupiter as Obligee, hereinafter called Owner, in the amount of Four Hundred Thousand dollars and 00/100 ($400,000.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated September 20, 2016, entered into a contract with Owner for the Unit Price Contract for Stormwater Utility Infrastructure Repairs (S1628) plans and specifications prepared by Town of Jupiter which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may

be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

This bond is issued in compliance with Section 255.05, Florida Statutes (1987), as may be amended, which statute supersedes this bond to the extent of any conflict, and to the extent the Public Construction Bond coverage provided in such statute may be broader than this bond. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the surety unless both notices have been given. No action shall be instituted against the Contractor or the surety on the bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies.

Signed and sealed this 20 day of September, 2016.

Witness

Principal (Seal)
Johnson-Davis, Inc.

Title Robert A. Hagler, V.P.

Witness
Ryan Skibba

Surety (Seal)
Liberty Mutual Insurance Company

Title Maria Signorile, Attorney-in-Fact

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7350792

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James F. Dunn; Maria Signorile; Wesley P. Williams

all of the city of Atlanta, state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of April, 2016.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of April, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS_12873_122013

OPINION OF TOWN ATTORNEY

This is to certify that I have examined the attached Contract Documents, that after such examination, I am of the opinion that such documents conform to the laws of the State of Florida, that the execution of the Contract and the Contract Bonds is in due and proper form, that the representative of the respective Contracting Parties have full power and authority to execute such Contract and Contract Bond on behalf of the respective Contracting Parties and that the foregoing agreements constitute valid and binding obligations on such parties.

Thomas J. Baird, Esquire
Attorney for Town of Jupiter

This the 8th day of Sept, 2016.

NOTICE TO PROCEED

TO: Johnson-Davis, Inc.
604 Hillbrath Drive
Lantana, FL 33462

ATT: Scott J. Johnson, President

PROJECT: Unit Price Contract for
Stormwater Utility Infrastructure Repairs (S1628)
Town of Jupiter Utilities
Jupiter, Florida

Gentlemen:

One fully executed copy of your contract is enclosed. The commencement date for the initial two year (730 calendar days) term of this Contract is September 20, 2016. The expiration date is September 20, 2018 The OWNER reserves the right to extend the Contract for additional terms as described in the Contract Documents.

Under this Contract, the Town will issue work orders to the Contractor for each project/repair/scope of work to be performed under this Contract on an as needed basis. The work orders will be agreed to between the Owner and the Contractor in writing with a detailed listing of the appropriate pay items identified in the Bid/Contract Schedule of Values as well as materials necessary to complete the work and a schedule for the work before a purchase order is issued. A preconstruction meeting will be scheduled on or before the date of Notice to Proceed.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time. The Town of Jupiter will monitor the progress of the work and evaluate conformance with the contract.

We look forward to working with you on this project.

Sincerely,

Amanda Barnes
Town of Jupiter
Assistant Director Utilities

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

ACEC
American Council of Engineering Companies

National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE American Society of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Knowledge for Creating and Sustaining the Built Environment

Construction Specifications Institute

EJCDC C-700 Standard General Conditions of the Construction Contract.
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1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

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20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

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administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

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(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

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4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

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c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

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1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

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in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

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3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

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deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

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Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

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1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

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c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified , and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued . No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

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or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

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6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

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ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

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with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

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arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

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properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

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8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment , a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

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9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

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promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A.Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

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F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

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resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation , overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

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B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change 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

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by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times , or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

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be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

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B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

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payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. 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 in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

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inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

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Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

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under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, 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 Contractor to Engineer with the Application for 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.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

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3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

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governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions are provided to amplify, clarify, revise or amend the terms and conditions of the Instructions to Bidders, Proposal, Agreement, General Conditions, Specifications, and Drawings for this particular project. Please refer to the specific page, paragraph, section and/or article noted. Bidders are encouraged to read the following conditions carefully. Failure to comply with these conditions may cause bid to be declared non-responsive.

A. GENERAL CONDITIONS:

The following Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1 - DEFINITIONS - Page 6

SC-1.

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700, 2002 Edition) have the meanings assigned to them in the General Conditions.

ARTICLE 1 - DEFINITIONS - Page 7

Add the following definition: 21A. Hardscape—Hardscape is any permanent asphalt, concrete or brick paver surface that is exposed at final grade within the Right-Of-Way which includes but is not limited to driveway aprons, sidewalks, pathways, curbs, concrete slabs, roadway surface, drainage flumes, retaining wall, barrier wall, head wall and any other surfaces constructed with these material.

ARTICLE 2 - PRELIMINARY MATTERS (2.07)

Replace Engineer with Owner.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE (3.01c, 3.03 a&b, 3.04b)

Replace Engineer with Owner in paragraphs 3.01C, 3.03 A&B and 3.04B

ARTICLE 5 - BONDS AND INSURANCE - Page 14

Delete the first sentence of SC-5.01A of the General Conditions and Replace it with the following sentence:

Contractor shall furnish performance and payment bonds, each in an amount of $500,000.00 as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. If the value of work outstanding at any time is anticipated to exceed $500,000.00. Contractor shall increase his/her performance

SC-6.20 D

A monetary limitation on the extent of this indemnification is hereby imposed. The amount of this indemnification shall extend up to but shall not exceed the amounts or limits of the insurance coverage required by CONTRACTOR by the project specifications or bid documents, except that in the event the CONTRACTOR purchase insurance covering the liability with limits in excess of the said required limits, the CONTRACTOR'S indemnity obligation shall extend up to but shall not exceed the limits of that insurance.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION (9.01 - 9.09)

SC-9.01 A Owner's Representative

The OWNER will administer the Contract during the construction phase. The Owner's Engineering Consultant will have a limited role during construction as determined by the Owner. The paragraphs in all articles of the General Conditions may or may not apply to the Engineers role during construction.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.03 & 10.05

Replace Engineer with Owner

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.02

Replace Engineer with Owner

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.03 - Test and Inspections, Paragraph A
Add the words "Owner or" before Engineer in the first sentence.

13.04 - Uncovering Work
Add the words "Owner or" before Engineer

13.06 - Correction or Removal of Defective Work
Add the words "Owner or" before Engineer.

13.07 Correction Period, Paragraph A
Delete "Substantial Completion" and Replace with "final payment of each Work Order"

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

Delete "Engineer" and replace with "Owner" in the following locations:

14.01
14.02.A
14.02.B.1

14.02.B.4
14.02.B.5

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION (14.02.B.2)

Replace the existing Paragraph 14.02.B.2 with the following Paragraph SC-14.02.B.2.

SC-14.02.B.2
2. Owner's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner that to the best of the Owner's knowledge, information and belief:

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION (14.02.B.3)

Add the words "Owner or" before "Engineer".

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION (14.02.C.1)

Delete "Ten" and replace with "Thirty".

Delete "with Engineer's recommendation".

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION (14.02.D.1)

Delete "recommended by Engineer".

Add the following Paragraph 14.02.D.1.e after Paragraph 14.02.D.1.d.

SC-14.02.D.1.e
e. there are pending liquidated damages.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION (14.02.D.2)

Delete "recommended by Engineer".

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION (14.04.A)

Delete "and Engineer".

Delete "Engineer" and replace with "Owner".

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION (14.04.B)

Delete "Engineer" and replace with "Owner".

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION (14.04.C)

Add the words "Owner or" before "Engineer".

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION (14.04.D)

Delete "Engineer" and replace with "Owner".

Delete "Owner and" in 1st occurrence of 1st sentence.

Delete "aforesaid" in last sentence.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION (14.06.A)

Delete "Engineer" and replace with "Owner".

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION (14.07.A.1)

Add the words "Owner or" before "Engineer".

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION (14.07.B)

Replace the existing Paragraph 14.07.B with the following Paragraph SC-14.07.B.

SC-14.07.B

B. *Owner or Engineer's Review of Application and Acceptance*

1. If, on the basis of Owner or Engineer's observation of the Work during construction and final inspection, and Owner's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner or Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Owner will give written notice to Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Owner will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION (14.07.C.1)

Delete "Engineer" and replace with "Owner".

Delete "against Engineer's recommendation".

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION (14.08)

Delete "Engineer" and replace with "Owner".

Delete "and if Engineer so confirms".

Delete "and recommendation of Engineer".

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION (15.01.A)

Delete "and Engineer".

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION (15.04.A)

Delete 1st occurrence of "Engineer" and replace with "Owner".

Delete "and Engineer".

Delete "or Engineer".

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION (15.04.B)

Delete "Engineer" and replace with "Owner".

Delete "and Engineer".

SECTION 01010

SUMMARY OF WORK

PART 1 -- GENERAL

1.01 GENERAL

A. The purpose and intent of this Contract is to establish an hourly priced contract for the provision of crews with equipment to be used by Town of Jupiter Utilities Department to perform miscellaneous utility infrastructure maintenance, repairs, and or improvements through the issuance of specific Work Orders. Crews and equipment shall be available on an "as needed" basis with no guarantee by the Town of the amount of usage.

B. For all non-emergency work orders the Contractor will be required to submit a materials list with quantities, including restoration, with pricing from at least two different vendors for the Town's consideration. The Town may direct purchase the materials under the Sales Tax and Use Program (described in the Supplemental Conditions) or ask the Contractor to purchase materials allowing a fifteen percent (15%) mark up on material pricing. Contractor shall also provide pricing for any subcontracted work as required to complete the Work. The allowable mark up on sub-contractor pricing will be five percent (5%). If Town is to direct purchase materials under the Sales Tax and Use Program, Contractor shall provide the Town with the materials list and quantities, coordinate with vendor for ordering, and delivery of materials, and haul the materials as needed to the job site.

C. For emergency work orders the Contractor will be required to submit an estimated material list with quantities and pricing, to the extent practical, including restoration to the Town's for approval. The Contractor will be responsible for the purchase of the materials, material delivery, schedule and all coordination with the vendor in emergency repair situations. Allowable Contractor mark up on materials is fifteen percent (15%) and on subcontracted work is five percent (5%).

D. Normal work hours under this Contract are Monday-Friday, 7:00am - 5:00pm. Work requiring inspection by Town representatives shall be scheduled to occur between 8:00am – 4:00pm, Monday-Friday. No work will be permitted on weekends, Town observed holidays, or outside of normal work hours without written approval by Owner. Contractor must request in writing, from Owner, permission to work outside of normal work hours at least one week in advance.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Furnish all labor, equipment, and materials (if applicable) to perform miscellaneous utility infrastructure maintenance, repairs, and/or improvements at the direction of the Town.

B. Prior to construction, the Contractor shall identify existing utilities. The Contractor will be responsible for the coordination of his work with the associated utility owners and permitting agencies having jurisdiction over the specific locations to be verified.

C. The Work may include providing temporary storm water facilities, bypass pumping or plugging, dewatering, and other appurtenant and miscellaneous items and work for a completed project. Owner will review each project with Contractor before asking Contractor to provide a proposal for work order. Sound attenuation shall be provided by Contractor for dewatering and by-pass pumps as needed to comply with the Town of Jupiter Noise Ordinance.

D. Work shall be performed to ensure a minimum of traffic disruption or storm sewer down time as necessary, and work must be coordinated with affected residents and utility personnel.

E. Acceptable Maintenance of Traffic (MOT) is the responsibility of the Contractor. Contractor shall submit MOT plans for approval to the Owner and appropriate regulatory agencies before work begins with the cost of MOT included in the proposal for Work Order.

F. Contractor's Duties:

1. Contractor shall be a Florida licensed underground contractor. Equipment operators must be fully licensed, as applicable, and competent in the use of the assigned equipment. Failure to comply with any of these requirements is sufficient cause to terminate contract because of default by the Contractor.

2. The Contractor will be responsible for repairs and maintenance of its equipment. The equipment will be operated by the Contractor and kept in good working condition, including all grease, oil, parts and fuel as necessary.

3. Contractor's equipment deemed defective by the Town of Jupiter representative shall be promptly removed from the site. Personnel employed either directly or indirectly by the Contractor, who are deemed to be incompetent, inept or unfit to perform the work in the opinion of the Town of Jupiter Project representative, shall be promptly removed from the project under this Contract, and such personnel shall not again be employed to work on the project. Failure of the Successful Bidder to remove defective equipment or incompetent personnel may result in the termination of this Contract.

4. Subcontractors (when used) shall work directly for the Contractor and Contractor shall have a representative on site when sub-contractor is working.

5. Contractor is responsible to schedule and coordinate field materials testing services (ie density testing, concrete cylinders, etc.) with the Town's contracted geotechnical testing lab assigned to this contract. Contractor shall keep Town's Field Representative informed of scheduled testing services and Town's Field Representative must be present while field testing services are being performed.

Town will pay for field testing services unless Town was not informed of scheduled testing and therefore not present or test results are unacceptable.

6. Review and incorporate Owner-reviewed shop drawings, product data, and samples into the construction of the project.

7. Demolish, haul and dispose of in a legal manner all materials scheduled for demolition.

8. Receive and unload products at site; inspect for completeness or damage jointly with Owner.

9. Repair or replace items damaged after receipt.

10. Arrange for product delivery to site.

11. Handle, store, protect and install all delivered products.

12. Submit claims for transportation damage and replace damaged, defective, or deficient items.

13. Arrange for manufacturers' warranties, inspections, and service.

14. Provide the Owner with a one-year warranty on all equipment and workmanship from the date of substantial completion of each work order.

G. No guarantee is expressed or implied as to the total range and/or quantity of bid items to be issued in Work Orders under this contract. Estimated quantities on the Bid Schedule of Values are for Bid comparison purposes only. The Owner reserves the right to issue Work Orders as and when required for proposed work for any, all, or any combination of bid items thereof. Owner does not guarantee any value of work to be performed under this Contract.

H. Specific work orders for stormwater facilities and collection system rehabilitation, repair, improvement, construction will be developed between the Contractor and Owner based on Contract Unit pricing, material pricing, and technology and remedial construction services as needed to complete the Work contemplated. Owner reserves the right to select the technology for the scope of work contemplated.

I. Materials supplied and construction performed under this Contract shall comply with the latest version of Town of Jupiter Water and Stormwater Guide for Development, Design and Construction Standards and Engineering and Public Work Construction Standards, available on the Town of Jupiter website, www.jupiter.fl.us. Work performed in FDOT or Palm Beach County right of ways must comply with those agencies standards.

1.03 WORK BY OTHERS

A. The Contractor's attention is directed to the fact that work may be conducted at the sites by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the Work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the sites, as required to perform their respective contracts.

B. 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 so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.04 FIELD LAYOUT OF WORK

A. All work under this Contract shall be constructed in accordance with the information stipulated by the Contract and provided by the Owner, on drawings, sketches, photographs, and in other written documentation for each Work Order or as modified by the Owner. Elevations of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake-out survey shall be referred immediately to the Owner for interpretation or correction.

B. All survey work and materials for construction control purposes and record drawings shall be made by the Contractor at his expense and shall be included in the proposal for work order. The Contractor shall establish all base lines for the location of the principal component parts of the work together with bench marks and batter boards adjacent to the work. Based upon the information provided by the sketches and/or drawings, the Contractor shall develop and make all detail surveys necessary for construction. If necessary the Owner will assist with furnishing information and locations for existing bench marks.

C. The Contractor shall have the responsibility to carefully preserve the bench marks, reference points and stakes. In case of destruction thereof by the Contractor or resulting from his negligence, he shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

D. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal causes of construction shall be re-established by the Contractor; and all reference ties recorded therefore shall be furnished to the Owner. All computations necessary to establish the exact position of the work shall be made and preserved by the Contractor. Contractor shall review field layout and staking with Owner prior to proceeding with work.

E Specific Staking Requirements: When performing construction as part of this contract, the Contractor shall set stakes to establish lines and grades for subgrade, base, curb, and related items at intervals along the line of the work no greater than 50 feet on tangents and 25 feet on curves, or as needed for Town's Field Representative to evaluate the proposed improvements.

F. Personnel, Equipment, and Record Requirements: The Contractor shall employ only competent personnel and use only suitable equipment in performing layout work. The Contractor shall not engage the services of any person or persons in the employ of the Owner for performance of layout work. The Contractor shall keep adequate field notes and records while performing layout work. The Contractor shall make these field notes and records available for the Owner's review as the work progresses, and furnish copies to the Owner at the time of completion of the project. The Owner's inspection, checking, or

acceptance of the Contractor's field notes or layout work does not relieve the Contractor of his responsibility to achieve the lines, grades, and dimensions necessary to complete the work properly. Prior to final acceptance of the project, the Contractor shall re-establish in a permanent manner on the surface of the completed work, all existing and new control points, property markers, and monuments.

G. The Owner may check all or any portion of the work including but not limited to sidewalks, curb, subgrade, base, pavement elevations, pipe inverts, basin elevations, and any other areas or items, and the Contractor shall afford all necessary assistance to the Owner in carrying out such checks. Any necessary corrections to the work shall be performed immediately by the Contractor.

1.05 CONTRACTOR USE OF PROJECT SITE

A. The Contractor's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices. Off-site storage of materials will be arranged for by the Contractor and a copy of an agreement for use of other property shall be furnished to the Owner.

1.07 PARTIAL UTILIZATION OF THE WORK BY OWNER

A. The Contractor is hereby advised that the Owner may accept the responsibility for the maintenance and protection of a specific portion of the project if utilized prior to completion. However, the Contractor shall retain full responsibility for satisfactory operation of the total project.

1.08 SITE CONDITIONS

A. The Contractor acknowledges that conditions affecting the work vary, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conditions of the ground, fill, existing improvements, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.

B. Contractor is responsible to familiarize himself with each project site and the associated site conditions before submitting a proposal for work order for Owner's consideration. Any conditions that affect Contractor's ability to perform the work in accordance with Town of Jupiter Utilities and Engineering/Public Works construction standards and details (available on the Town's website www.jupiter.fl.us) shall be included in the proposal for work order.

PART 2 -- PRODUCTS - (Not Used)

PART 3 -- EXECUTION - (Not Used)

- END OF SECTION –

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1. 01 GENERAL

A. SCOPE OF THIS SECTION

1. The following explanation of the Measurement and Payment for the Schedule of Payment items is provided; however, the omission or reference to any item shall not alter the intent of the Bid Form or relieve the Contractor of the necessity of constructing a complete project under this Contract.

2. The quotations prepared by the Contractor for the various items of work are intended to establish a total price for completion of the work in its entirety. Should the contractor feel that the cost for any particular work item has not been established by the Schedule of Payment items or this section, the Contractor shall include the cost for that work in one of the bid items so the proposal for the project reflects the total cost to complete the work in its entirety.

3. The Owner reserves the right to increase or decrease the quantity of any item or portion of the work during the progress of construction in accordance with the terms of the Contract.

4. Unit prices, if used, are used as a means for computing the bid, for Contract purposes, for periodic payments, for determining value of additions or deletions.

5. Payment shall be made for the items listed on the Bid Form on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, equipment, tools, transportation, delivery, disposal of waste and surplus material, and backfilling as described in the work order, and all other appurtenances to complete the construction and installation of the work as described in the work order.

1.02 SUBMITTALS

A. Project Unit Costs and Payment Information:
   1. Work Order Proposals
   2. Application for Payments
   3. Final Application for Payment

B. Submittals shall be in accordance with Section 01300.

1.03 APPLICATION FOR PAYMENT

A. Include accepted schedule of values for each portion of work and the unit price breakdown for the work to be paid on a unit price basis, and a listing of Owner selected equipment, if applicable, and allowances, as appropriate.

B. Preparation:
   1. List each Change Order and Written Amendment executed prior to date of submission as a separate line item.
   2. Submit application for payment, a listing of materials on hand as applicable, and such supporting data as may be requested by the Owner.
   3. Include Owner's Application for Payment Cover Sheet and partial or full releases of liens, as appropriate, for all subcontractors, suppliers, and Contractor.

PART 2 – PRODUCTS

2.01 GENERAL

A. Contractor shall coordinate with Owner for suitable locations to store Owner purchased materials under this Contract. Contractor shall coordinate with Owner and be responsible to transport Owner furnished materials from the Town's storage facility located at the Town's Emergency Operations Center (EOC) to the job site, if necessary.

B. Costs for Mobilization, Demobilization, Maintenance of Traffic, sediment control/pollution prevention, project record drawings and Contractor General Conditions for individual work orders will be negotiated based on the scope of each work order, and shall not exceed 10% of the sum of the work order line items, excluding this item.

C. For all non-emergency work orders the contractor will be required to submit a material list with prices from two separate vendors to the Town's representative. The Town may direct purchase the materials from the lowest vendor or pay the Contractor a 15% mark-up on the cost of the materials for the Contractor to supply them. In either situation, it will be the Contractor's responsibility to provide material quantities, take receipt of delivery, schedule and all coordination with the vendor.

D. Cost of maintenance of Traffic (MOT) shall be provided within the individual work order proposal with supporting documentation. Allowable markup on sub-contracted MOT is 5%.

2.02 ITEM DESCRIPTIONS

A. **INDEMNIFICATION** (Bid Item No. 1)
In recognition of Contractor's indemnification obligations, the Owner will pay to the Contractor the specific consideration of one hundred dollars ($100.00). Payment of said specific consideration shall be made at the time of the payment of the first Work Order and the Contractor shall acknowledge payment of this consideration by letter to the Owner after receipt of the progress payment.

B. **BONDS AND INSURANCE** (Bid Item No. 2)
The Work included in this Item shall be the actual costs of bonds and any required insurance as outlined in the Contract Documents. Payment of bonds and insurance shall be made on the first Application of Payment of each work order. Contractor shall provide Owner with written documentation from bonding and insurance companies indicating actual costs for bonds and insurance for this project.

C. **4 MAN UNDERGROUND CONSTRUCTION CREW** (Bid Item No. 3)

1. Method of Measurement: The quantity to be paid for under this Section shall be on an hourly basis.

2. Basis of Payment: Payment shall be made at the Contract unit price per hour for the provision of a 4 Man Underground Construction Crew at the direction of the Town to perform miscellaneous utility infrastructure maintenance, repairs, and/or improvements. All work shall be performed in accordance with permitted regulatory agency requirements and meet the appropriate jurisdictional standards which include but are not limited to FDEP, Palm Beach County Health Dept., Town of Jupiter, Palm Beach County, Martin County, and any other permitting entity applicable to the work proposed. This pay item shall include but not be limited to full compensation for furnishing labor consisting of a four (4) man crew which includes foreman/operator, pipe layer and two laborers; minimum equipment consisting of 1 ton pickup truck, pipe saw, plate compactor, 3" trash pump; miscellaneous hand tools and safety equipment necessary to meet regulatory agency requirements. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment. This pay item is an hourly rate charge for a 4 Man Underground Construction Crew during normal working hours. The Owner will track time and approve payment.

D. **OVERTIME MULTIPLIER FOR 4 MAN UNDERGROUND CONSTRUCTION CREW** (Bid Item No. 4)

1. Method of Measurement: The quantity to be paid for under this Section shall be on an hourly basis.

2. Basis of Payment: Payment shall be made at the Contract unit price per hour multiplied by the overtime multiplier for the provision of a 4 Man Underground Construction Crew at the direction of the Town to perform

miscellaneous utility infrastructure maintenance, repairs, and/or improvements. All work shall be performed in accordance with permitted regulatory agency requirements and meet the appropriate jurisdictional standards which include but are not limited to FDEP, Palm Beach County Health Dept., and/or Town of Jupiter, Palm Beach County, Martin County, and any other permitting entity applicable to the proposed work. This pay item shall include but not be limited to full compensation for furnishing labor consisting of a four (4) man crew which includes foreman/operator, pipe layer and two laborers; minimum equipment consisting of 1 ton pickup truck, pipe saw, plate compactor, 3" trash pump; miscellaneous hand tools and safety equipment necessary to meet regulatory agency requirements. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment. This pay item is an hourly rate charge for a 4 Man Underground Construction Crew during overtime working hours. The Owner will track time and approve payment.

E. COMBINATION BACKHOE LOADER (Bid Item No. 5)

1. Method of Measurement: The quantity to be paid for under this Section shall be on an hourly basis.

2. Basis of Payment: Payment shall be made at the Contract unit price per hour for the provision of a Combination Backhoe Loader which is a supplement to the 4 Man Underground Construction Crew bid item. This pay item shall include, but not be limited to, full compensation for providing a Caterpillar 461E Backhoe Loader (or equivalent size machine) to the work order site for a specified period of time and include all costs associated with delivery, pickup, maintenance, operation (including operator), insurance, and any other miscellaneous costs or fees associated with providing a safe working machine as designed by the manufacturer. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment. This pay item is an hourly rate charge for the Combination Backhoe Loader. The Owner will track time and approve payment.

F. HYDRAULIC EXCAVATOR WITH OPERATOR (Bid Item No. 6)

1. Method of Measurement: The quantity to be paid for under this Section shall be on an hourly basis for the actual time the excavator with Operator is in use for the intended scope of work as agreed to in writing between Contractor and Owner. The Owner will track time and approve payment. Measurement of this item shall not include travel time for the excavator or operator to and from the site.

2. Basis of Payment: Payment shall be made at the Contract unit price per hour for the provision and operation of a Hydraulic Excavator which is a

supplement to the 4 Man Underground Construction Crew bid item. This pay item shall include, but not be limited to, full compensation for providing a Caterpillar 315D Hydraulic Excavator (or equivalent size machine) to the work order site for a specified period of time and include all costs associated with delivery, pickup, maintenance, operation (including operator), insurance, and any other miscellaneous costs or fees associated with providing a safe working machine as designed by the manufacturer. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment.

G. DUMP TRUCK WITH OPERATOR (Bid Item No. 7)

1. Method of Measurement: The quantity to be paid for under this Section shall be on an hourly basis for the actual time the dump truck with Operator is in use for the intended scope of work as agreed to in writing between Contractor and Owner. The Owner will track time and approve payment. Measurement of this item shall not include travel time for the dump truck or operator to and from the site.

2. Basis of Payment: Payment shall be made at the Contract unit price per hour for the provision and operation of a dump truck which is a supplement to the 4 Man Underground Construction Crew bid item. This pay item shall include, but not be limited to, full compensation for providing a 20 yard dump truck to the work order site for a specified period of time and include all costs associated with delivery, pickup, maintenance, operation (including operator), insurance, and any other miscellaneous costs or fees associated with providing a safe working machine as designed by the manufacturer. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment.

H. DEWATERING WITH 4" HYDRAULIC PUMP (Bid Item No. 8)

1. Method of Measurement: The quantity to be paid for under this Section shall be on an hourly basis for the actual time the 4" hydraulic pump is in operation for the intended scope of work as agreed to between Contractor and Owner. The Owner will track time and approve payment. Measurement of this pay item will not include the time required to mobilize, set up and remove the pump and associated equipment to/from the job site.

2. Basis of Payment: Payment shall be made at the Contract unit price per hour for the provision and operation of a 4" Hydraulic Pump which is a supplement to the 4 Man Underground Construction Crew bid item. This pay item shall include, but not be limited to, full compensation for labor, equipment, and material such as providing pump and associated equipment, fuel, maintenance, suction and discharge piping, disposal of

pump discharge, dewatering permits and any other costs associated with dewatering using a 4" hydraulic pump to assist in removing groundwater from the excavation area to an acceptable discharge location. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment. Contractor shall include costs associated with dewatering with anything smaller than a 4" hydraulic pump in the 4 Man Underground Construction Crew pay item. If a 4" hydraulic pump does not provide adequate dewatering, in the opinion of the Owner, then Contractor shall dewater by well point. Owner will not pay costs associated with this Pay Item if dewatering with 4" hydraulic pump is not adequate, or efficient. Owner will not direct Contractor in what type of dewatering to use. This pay item is an hourly rate charge for the 4" Hydraulic Pump.

I. **DEWATERING WITH WELL POINTS** (Bid Item No. 9)

1. Method of Measurement: The quantity to be paid for under this Section shall be on a daily basis for the actual time the well point dewatering system is in operation for the intended scope of work as agreed to in writing between Contractor and Owner. The Owner will track time and approve payment. Measurement of this item will not include the time to mobilize, set up and remove the well point dewatering system to/from the job site.

2. Basis of Payment: Payment shall be made at the Contract unit price per 24 hour-day (24 hr.) for the provision of a well point system complete with suction/discharge piping and vacuum pump which is a supplement to the 4 Man Underground Construction Crew bid item. This pay item shall include, but not be limited to, full compensation for labor, equipment, and material for a complete well point dewatering system including but not limited to fuel, maintenance, suction and discharge piping, manifold header piping, dewatering permits, permitting pump discharge, disposal of pump discharge and any other costs associated with dewatering using a well point system to assist in removing groundwater from the excavation area to an acceptable discharge location. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment. This pay item is an hourly rate charge for Dewatering with Well Points. If Contractor has not provided a well point dewatering system adequate to allow for repairs and/or installation of the infrastructure in accordance with Town or other applicable entity standards, Owner will not pay costs associated with this Pay Item until the Contractor has corrected the system to function properly and efficiently.

J. Asphalt Road Repair (Bid Item No. 10)

1. Method of Measurement: The quantity paid for under this item shall be per square yard of asphalt furnished, placed and accepted.

2. Basis of Payment: The Contract Unit Price shall include full compensation for all labor, materials, and equipment necessary for asphalt repair and shall include, but not be limited to, excavation associated with subgrade preparation, base placement, grading, compaction, asphalt, placement and all other incidentals required to perform the asphalt repair in accordance with construction standards of the Town of Jupiter or other regulatory agency having jurisdiction over the road on which the asphalt repairs are being made and the Contract Documents.

K. Asphalt Driveway Apron (Bid Item No. 11)

1. Method of Measurement: The quantity paid for under this item shall be per square yard of asphalt furnished, placed and accepted to replace/repair existing asphalt driveway aprons as needed to facilitate the Work of this Contract.

2. Basis of Payment: The Contract Unit Price shall include all labor, materials, and equipment necessary for driveway apron replacement/repair including but not limited to, excavation of existing asphalt, disposal of excavated materials, grading to accommodate Owner desired drainage patterns (swale cross section/roadway longitudinal slopes), subgrade preparation, base placement, compaction, asphalt, placement, and all other incidentals required to perform the Work in accordance with construction standards of the Town of Jupiter or other regulatory agency having jurisdiction over the road on which the asphalt repairs are being made and the Contract Documents. Payment does not include repair associated with damage caused by Contractor's negligence or carelessness which will be the Contractor's responsibility.

L. Concrete Driveway Apron (Bid Item No. 12)

1. Method of Measurement: The quantity paid for under this item shall be per square yard of concrete furnished, placed and accepted to replace/repair existing concrete driveway aprons as needed to facilitate Work performed under this Contract.

2. Basis of Payment: The Contract Unit Price shall include all labor, materials, and equipment necessary for concrete driveway apron replacements including, but not limited to excavation and disposal of existing concrete apron, concrete cutting, grading to accommodate Owner desired drainage patterns (swale cross section/roadway longitudinal slopes), subgrade preparation, compaction, forms, reinforcing, concrete, placement, finishing, curing, protection, and all other incidentals as needed to perform the Work in accordance with construction standards of the Town of Jupiter or other regulatory agency having jurisdiction over the road on which the replacement/repairs are being made and the Contract Documents. Payment does not include repair associated with damage caused by Contractor's negligence or

carelessness which will be the Contractor's responsibility. This pay item also does not include costs associated with stamped or painted concrete. If stamped or painted concrete is needed, Owner will request a price from Contractor.

M. Paver Driveway Repair (Bid Item No. 13)

1. Method of Measurement: The quantity paid for under this item shall be per square foot of paver driveway repair performed and accepted as needed to facilitate Work performed under this Contract.

2. Basis of Payment: The Contract Unit Price shall include all labor, materials, and equipment necessary for paver driveway repairs including, but not limited to removal of existing pavers, replacement of broken pavers, grading to accommodate Owner desired drainage patterns (swale cross section/roadway longitudinal slopes), subgrade preparation, compaction, sand, pavers and all other incidentals as needed to perform the Work in accordance with construction standards of the Town of Jupiter or other regulatory agency having jurisdiction over the road on which the Work is done and the Contract Documents. Payment does not include repair associated with damage caused by Contractor's negligence or carelessness which will be the Contractor's responsibility. This pay item also does not include sealing the pavers. If existing pavers are sealed, Owner will request a price from Contractor.

N. Concrete Sidewalk (Bid Item No. 14)

1. Method of Measurement: The quantity paid for under this item shall be per square yard of concrete sidewalk repaired/replaced and accepted.

2. Basis of Payment: The Contract Unit Price shall include all labor, materials, and equipment necessary to perform sidewalk repair/replacement including, but not be limited to, demolition of existing concrete sidewalk, concrete cutting, disposal of demolished concrete, preparation of subgrade, forms, reinforcement, grading (to meet ADA requirements as applicable), compaction, concrete, placement, finishing, tactile surface (where applicable) in accordance with construction standards of the Town of Jupiter or other regulatory agency having jurisdiction over the area of the Work and the Contract Documents.

O. Valley Curb (Bid item No. 15)

1. Method of Measurement: The quantity paid for under this item shall be per linear foot of concrete valley curb repair/replaced and accepted.

2. Basis of Payment: The Contract Unit Price shall include all labor, materials, and equipment necessary to repair/replace concrete valley curb and shall include, but not be limited to, demolition of existing curb, disposal, concrete cutting, forming, reinforcing, grading, compaction, concrete, placement, finishing and all other incidentals necessary to complete the Work in accordance with construction standards of the Town of Jupiter or other regulatory agency having jurisdiction of the road on which the curb exists and the Contract Documents.

P. **Type "D" Curb (Bid Item No. 16)**

1. Method of Measurement: The quantity paid for under this item shall be per linear foot of concrete Type D curb repair/replaced and accepted.

2. Basis of Payment: The Contract Unit Price shall include all labor, materials, and equipment necessary to repair/replace concrete curb and shall include, but not be limited to, demolition of existing curb, disposal, concrete cutting, forming, reinforcing, grading, compaction, concrete, placement, finishing and all other incidentals necessary to complete the Work in accordance with construction standards of the Town of Jupiter or other regulatory agency having jurisdiction of the road on which the curb exists and the Contract Documents.

Q. **Bahia Sod (Bid Item No. 17)**

1. Method of Measurement: The quantity paid for under this item shall be per square yard of sod placed and accepted.

2. Basis of Payment: The Contract Unit Price shall include all labor, materials, and equipment necessary to repair/replace sod and shall include, but not be limited to, scrapping and removal of existing sod, disposal, grading to accommodate Owner desired drainage patterns (swale cross section/roadway longitudinal slopes), top soil, sod, placement, pinning (as needed on slopes), watering, fertilizer, establishment of healthy sod, and all other incidentals necessary to complete the Work in accordance with the standards of the Town of Jupiter and the Contract Documents and the Contract Documents.

R. **Saint Augustine Sod (Bid Item No. 18)**

1. Method of Measurement: The quantity paid for under this item shall be per square yard of sod placed and accepted.

2. Basis of Payment: The Contract Unit Price shall include all labor, materials, and equipment necessary to repair/replace sod and shall include, but not be limited to, scrapping and removal of existing sod, disposal, grading to accommodate Owner desired drainage patterns (swale cross section/roadway longitudinal slopes), top soil, sod, placement, pinning (as needed on slopes), watering, establishment of healthy sod, and all other incidentals necessary to complete the Work in accordance with the standards of the Town of Jupiter and the Contract Documents and the Contract Documents.

END OF SECTION

SECTION 01030

HURRICANE PREPAREDNESS

PART 1 -- GENERAL

1.01 HURRICANE PREPAREDNESS PLAN

A. The Contractor's attention is drawn to the possibility of hurricane or severe storm conditions occurring at the site of work during the course of Contract Work.

B. Within fourteen (14) days of the date of the Notice to Proceed, the Contractor shall submit to the Engineer and Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform at no additional cost to the Owner in case of a hurricane or severe weather warning.

C. In the event of inclement weather, or whenever the Owner shall direct, the Contractor shall, and will, cause Subcontractors to protect carefully the Work and all materials and equipment from experiencing damage or causing injury by extreme weather. Work and materials damaged shall be removed and replaced at the expense of the Contractor.

1. Hurricane Watch: Upon designation of a hurricane watch, the Contractor shall be responsible for removing all loose supplies and equipment from the job site that may pose a danger. Contractor may provide the Owner with alternatives to removing the equipment and materials from the site, provided that the methods are reasonable considering the impending threat of storm. The Owner does not need to approve the alternative method should he feel it is not in the best interest of the Town. In addition, the Contractor shall remove all bulkheads and plugs in pipelines that would impede drainage in the case of flooding. Structures that may be in danger of floatation shall be flooded. The Contractor shall also cooperate with the Owner in protecting any other structures at the site from receiving poor quality runoff resulting from activities.

2. Hurricane Warning: No mobile "temporary facility" shall be staffed during a hurricane warning. Contractor facilities meeting these criteria shall be evacuated. Reasonable steps shall be taken to protect all such facilities and their contents from damage and to avoid the facility from causing damage to the surroundings.

D. The Contractor may be required to backfill excavations depending on the severity of the approaching storm or the expected amount of rainfall. Additionally, erosion protection and inlet protection will be required depending on the site conditions at the time of the Hurricane Watch.

E. Contractor shall be responsible to securely tie down large items and remove small lighter items from the job site upon notification to do so by the Owner. Equipment with booms or high rise pieces shall be lowered and secured.

- END OF SECTION -

SECTION 01090

REFERENCE STANDARDS

PART 1 -- GENERAL

1.01 GENERAL

A. Titles of Sections and Paragraphs: Captions accompanying specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.

B. Applicable Publications: Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date of the opening of bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Without limiting the generality of other requirements of the specifications, all work specified herein shall conform to or exceed the requirements of all applicable codes and the applicable requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of these Specifications nor the applicable codes.

B. References herein to "Building Code" shall mean the Florida Building Code. The latest edition of the code as approved and used by the local agency as of the date of award, as adopted by the agency having jurisdiction, shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.

C. In case of conflict between codes, reference standards, Drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Engineer for clarification and directions prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.

D. Applicable Standard Specifications: The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and Specifications listed herein.

G. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

H. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

1.03 ABBREVIATIONS AND ACRONYMS

A. Wherever in these specifications references are made to the standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.

AAMA	Architectural Aluminum Manufacturer's Association
AASHTO	American Association of the State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGMA	American Gear Manufacturer's Association
AHGDA	American Hot Dip Galvanizers Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APHA	American Public Health Association
APWA	American Public Works Association
ASA	Acoustical Society of America
ASAE	American Society of Agriculture Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASMM	Architectural Sheet Metal Manual
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturer's Association
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FS	Federal Specifications
IEEE	Institute of Electrical and Electronics Engineers

IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
MBMA	Metal Building Manufacturer's Association
MTI	Marine Testing Institute
NAAM	National Association of Architectural Metal Manufacturer's
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NRCA	National Roofing Contractors Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
SFWMD	South Florida Water Management District
UL	Underwriters Laboratories, Inc.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not used)

- END OF SECTION -

SECTION 01200

PROJECT MEETINGS

PART 1 -- GENERAL

1.01 PRECONSTRUCTION

A. Upon Execution of Contracts, Owner will schedule a PreWork meeting with Contractor to cover such subjects as contract administration, permits and licenses, process for issuance of work orders and application for payments, shop drawings and submittals, material procurement, delivery and storage, Owner's field inspections, field materials testing, project site cleanliness, and other appropriate matters. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

B. Prior to the issuance each work order Contractor and Owner shall visit the site for the purpose of discussing and determining the detailed scope of work, existing conditions that should be considered during construction and restoration, permits needed to complete the work, and any other factors that may determine or affect the scope of work. Within ten (10) days of the meeting, Contractor shall provide Owner with a detailed scope of work, detailed cost estimate (including labor, equipment and materials) with supporting documentation, and a schedule for the work. Owner will provide comments or approval for the proposal within five (5) working days of receipt from Contractor. Owner will provide Contractor with a Work Order Authorization and associated purchase order within ten (10) working days of Town's approval of proposal.

C. Prior to the commencement of Work at each site designated by a Work Order, a preconstruction conference will be held at a mutually agreed time and place which shall be attended by the Contractor, Contractor's superintendent, and any subcontractors as appropriate. Other attendees will include:
   1. Representatives of Owner.
   2. Governmental representatives as appropriate.
   3. Others as requested by Contractor or Owner.

1.02 PROGRESS

A. The Owner will schedule progress meetings as considered necessary by the Owner to assure effective execution of this Contract. The Contractor, Owner, and all subcontractors active on the site shall be represented at each meeting. Contractor may at its discretion request attendance by representatives of its suppliers, manufacturers, and other subcontractors.

B The Owner will preside at the meetings and provide for keeping and distribution of the minutes. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

C. In addition, the Owner or Contractor may call for special job site meetings for the purpose of resolving unforeseen problems or conflicts which may affect the construction schedule. The Owner will prepare a brief summary report of the decisions or understandings concerning each of the items discussed at the meeting. The Owner may request the attendance of sudcontractors and Owner's consultants at these meetings.

D. At progress meetings, the Contractor shall submit to the Owner for review a current progress schedule. This schedule submission shall include a look ahead schedule and reflect the status of the Work performed to date.

PART 2 -- PRODUCTS - (Not Used)

PART 3 -- EXECUTION - (Not Used)

- END OF SECTION -

SECTION 01300

SUBMITTALS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. This section specifies the means of all submittals. All submittals shall be submitted to the Owner. Prior to mobilization on authorized work orders Contractor shall submit to Owner a construction schedule, materials shop drawings, product samples, certificates of compliance, warranties. Submittals may be made in electronic format to Owner.

1.02 SUBMITTAL PROCEDURES

A. Transmit each submittal with a form acceptable to the Owner, clearly identifying the project and the Contractor, the enclosed material and other pertinent information specified in other parts of this section. Identify variations between Contract Documents and Product. Identify system limitations which may be detrimental to successful performance of the completed Work.

B. Revise and resubmit submittals as required, identify all changes made since previous submittals. Resubmittals shall be noted as such.

C. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.03 CONSTRUCTION SCHEDULE

A. A construction schedule shall be prepared for each work orders authorized and issued by the Owner showing in detail the proposed sequence of the work and identifying construction activities for each major component, structure or facility. The schedule shall be time scaled, with the estimated start date and completion date of each stage of the work to completion of the work order.

B. The construction schedule shall be revised to reflect comments by the Owner and returned to Owner in a timely manner.

C. Updates to the schedule shall be provided by Contractor to Owner when requested and as often as the schedule changes regardless of the reason for the change.

1.04 PAYMENT APPLICATIONS

A. Contractor's payment applications for each work order shall include the approved work order schedule of values and unit pricing. Supporting documentation such as Town's Payment Application cover sheet, material invoices, partial/full release of liens, Contractor time and equipment sheets, as-built drawings shall accompany the application for payment.

2. No payment will be made for materials stored under this Contract. If purchased by Contractor, materials will not be paid for by Owner until incorporated into the Work.

3. Retainage in the amount of ten percent (10%) on each work order will be held until work for that work order is complete and accepted by Owner at which time retainage for that work order will be released in full.

1.05 PROGRESS ESTIMATES

A. If the schedule for a given work order, time exceeds 30 days, progress payment applications shall be submitted to the Owner in accordance with the General Conditions and shall be accompanied by supporting documentation as required by the Owner.

1.06 SHOP DRAWINGS

A. General: The Contractor shall submit for review shop drawings for concrete, reinforcement, structural details, structures, pipe, adapters, couplings, grout, road rock, asphalt, tack/prime coat, and all other materials to be incorporated into the Work of this Contract and as specifically requested by the Owner.

B. Shop drawings shall show the principal dimensions, weight, elevations, structural and operating features, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the Work.

C. When so specified, or if considered by the Owner to be acceptable, the manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted for review in place of shop drawings. In such case, the requirements shall be as specified for shop drawings, insofar as applicable.

D. The Contractor shall be responsible for the prompt submittal of all shop drawings so that there shall be no delay to the Work due to the absence of such Drawings. The Owner will review the shop drawings within 14 calendar days of receipt of such Drawings from Contractor. Reviewed shop drawings will be returned to the Contractor within 14 days of receipt.

E. Time delays caused by rejection of submittals are not cause for extra charges to the Owner or time extensions.

F. Requirements: All shop drawings shall be submitted to the Owner through the Contractor. The Contractor is responsible for obtaining shop drawings from his subcontractors and returning reviewed Drawings to them. All Drawings shall be clearly marked with the name of the project, Owner, Contractor, Contract and Work Order number, and structure to which the drawing applies. Drawings shall be suitably numbered and stamped by the Contractor as having been reviewed by the Contractor prior to submittal to the Owner. Submittals made without Contractor's stamp of review will be returned to Contractor not reviewed by Owner. Each submittal shall be accompanied by a letter of transmittal giving a list of the submittal numbers and names included.

G. Product Data: Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.

H. Product data shall include materials of construction, dimensions, performance characteristics and capacities, etc.

I. Sample Warranties: When warranties are called for, a sample of the warranty shall be submitted with the shop drawings. The sample warranty shall be the same form that will be used for the actual warranty.

J. Work Prior to Review: No material or equipment shall be purchased, fabricated especially for this Contract and Work Order, or delivered to the project site until the required shop drawings have been submitted, processed and marked either "APPROVED AS SUBMITTED" or "APPROVED AS NOTED". All materials incorporated into the Work shall be as represented by approved submittals.

K. The Contractor shall not proceed with any portion of the Work for which the design and details are dependent upon the design and details of equipment for which submittal review has not been completed.

L. Contractor's Review: Contractor shall thoroughly review all submittals received from suppliers, vendors, and subcontractors for accuracy and correctness prior to submitting them to the Owner for review. Contractor shall indicate his review of the submittals with the date, reviewer's name and indications of the Contractor's approval.

M. Contractor's Responsibility: The Owner's review of shop drawings will be general and shall not relieve the Contractor of the responsibility for details of design, dimensions, etc., necessary for proper fitting and construction of the Work required by the Contract and for achieving the specified performance.

N. Contractor's Modifications: For submissions containing departures from the Contract Documents, the Contractor shall include proper explanation in his letter of transmittal. Should the Contractor submit for review equipment that requires modifications to the structures, piping, layout, etc. detailed on the Drawings, he shall also submit for review details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Owner, shall do all Work necessary to make such modifications.

O. Substitutions: Whenever a particular brand or make of material, equipment, or other item is specified, or is indicated on the Drawings, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications. Any other brand or make which, in the opinion of the Owner, is equivalent to that specified or indicated may be offered as a substitute subject to the following provisions:

1. Contractor shall submit for each proposed substitution sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the Owner to determine if the proposed substitution is equal.

2. Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed substitution is equal.

3. A list of installations where the proposed substitution is equal.

4. Where the acceptance of a substitution requires revision or redesign of any part of the Work, all such revision and redesign, and all new Drawings and details required therefore, shall be provided by the Contractor at his own cost and expense, and shall be subject to review of the Owner.

5. In all cases the Owner shall be the sole judge as to whether a proposed substitution is to be accepted. The Contractor shall abide by the Owner's decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item, or substitute, as specified. No substitute items shall be used in the Work without written acceptance of the Owner

6. Acceptance of any proposed substitution shall in no way release the Contractor from any of the provisions of the Contract Documents.

P. Complete Submittals: Each submittal shall be complete in all aspects incorporating all information and data required to evaluate the products' compliance with the Contract Documents. Partial or incomplete submissions shall be returned to the Contractor without review.

1.07 PRODUCT SAMPLES

1. Contractor shall furnish for review all product samples as required by the Contract Documents or requested by the Owner to determine compliance with the specifications.

2. Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show complete project identification, the nature of the material, trade name of manufacturer and location of the Work where the material represented by the sample will be used.

3. Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Owner and shall bear the Contractor's stamp certifying that they have been so checked. Transportation charges on samples submitted to the Owner shall be prepaid by the Contractor.

4. Owner's review will be for compliance with the Contract Documents, and his comments will be transmitted to the Contractor with reasonable promptness.

5. Acceptable samples will establish the standards by which the completed Work will be judged.

1.08 CERTIFICATES OF COMPLIANCE

A. Copies of certificates of compliance and test reports shall be submitted for requested items to the Owner prior to request for payment.

1.09 WARRANTIES

A. Original warranties, called for in the Contract Documents, shall be submitted to the Owner through the Contractor. When warranties are required for an item, warranty shall be submitted prior to request for payment of that item.

B. When warranties are requested, a sample of the warranty to be provided shall be submitted with, and considered part of, the shop drawings.

3. The Contractor shall warrant to the Owner that all material and labor used in the construction are covered by his warrantee for a minimum of a one year period upon approval and acceptance by the Owner. The Contractor shall replace or repair defects at no cost to the Owner during the warrantee period. No visible or potential leakage shall be allowed during the warrantee period.

PART 2 -- PRODUCTS - (Not Used)

PART 3 -- EXECUTION - (Not Used)

- END OF SECTION -

SECTION 01400

QUALITY CONTROL

PART 1 -- GENERAL

1.01 QUALITY ASSURANCE

A. Quality: All materials shall be new and correctly designed, and shall conform to the requirements of Section 01090, "Reference Standards" and Section 01600, "Materials". They shall be standard first-grade quality produced by expert workmen and be intended for the use for which they are offered. Materials which, in the opinion of the Owner, are inferior or of a lower grade than indicated, specified or required will not be acceptable.

B. Source Limitations: To the greatest extent possible for each unit of Work, the Contractor shall provide products, materials, or equipment of a singular generic kind from a single source.

C. Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product, material, or equipment, the Contractor shall select an option which is compatible with other products and materials already selected. Compatibility is a basic general requirement of product/material selections.

1.02 PRODUCT EVALUATION

A. The Owner will employ and pay for the services of an independent testing laboratory for specified testing as specified by the Owner.

B. The work or actions of the testing laboratory shall in no way relieve the Contractor of his obligations under the Contract. The laboratory testing work will include such inspections and testing required by the Contract Documents, existing laws, codes, ordinances, etc. The testing laboratory will have no authority to change the requirements of the Contract Documents, nor perform, accept or approve any of the Contractor's Work.

C. The Contractor shall allow the Owner ample time and opportunity for evaluation and testing materials to be used in the Work. The Contractor shall advise the Owner promptly upon placing orders for materials so that arrangements may be made, if desired, for evaluation before shipment from the place of manufacture. The Contractor shall at all times furnish the Owner and his representatives, facilities including labor, and allow proper time for evaluation and testing materials, and workmanship. The Contractor must anticipate that possible delays may occur in the execution of its work due to the necessity of materials being inspected and accepted for use. The Contractor shall furnish, at his own expense, all samples of materials required by the Owner for testing, and shall make his own arrangements for providing water, electric power, or fuel for the various evaluation and tests of structures and materials.

D. The Owner will bear the cost of all tests, evaluation, or investigations undertaken by the order of the Owner for the purpose of determining conformance with the Contract Documents if such tests, evaluation, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereby. Whenever

nonconformance is determined by the Owner as a result of such tests, evaluation, or investigations, the Contractor shall bear the full cost of any additional tests, evaluations and investigations, which are ordered by the Owner to ascertain subsequent conformance with the Contract Documents.

1.03 EVALUATION AT PLACE OF MANUFACTURE

A. Unless otherwise specified, all products and materials shall be subject to evaluation by the Owner at the place of manufacture.

B. The presence of the Owner at the place of manufacture however, shall not relieve the Contractor of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is a duty of the Contractor, and said duty shall not be avoided by any act or omission on the part of the Owner.

1.04 SAMPLING AND TESTING

A. Unless otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered; however, the Owner reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the Owner will insure the Owner that the quality of the workmanship is in full accord with the Contract Documents.

B. Any waiver by the Owner of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any requirements of the Contract Documents.

C. Notwithstanding the existence of such waiver, the Owner reserves the right to make independent investigations and tests and failure of any portion of the Work to meet any of the requirements of the Contract Documents, shall be reasonable cause for the Owner to require the removal or correction and reconstruction of any such work in accordance with the General Conditions.

D. In addition to any other evaluation, observation or quality assurance provisions that may be specified, the Owner shall have the right to independently select, test, and analyze, at the expense of the Owner, additional test specimens or any or all of the materials to be used. Results of such tests and analyses shall be considered along with the tests or analyses made by the Contractor to determine compliance with the applicable specifications for the materials so tested or analyzed; provided, that testing or investigation by the Owner, which fails to meet the requirements of the Contract Documents, all costs of such independent inspection and investigation, and all costs of removal, correction, and reconstruction or repair of any such Work shall be borne by the Contractor.

1.05 SITE INVESTIGATION AND CONTROL

A. The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the Work due to its failure to comply with this requirement.

B. The Contractor shall inspect related and appurtenant Work and shall report in writing to the Owner any conditions which will prevent proper completion of the Work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor at its sole cost and expense.

1.06 RIGHT OF REJECTION

A. The Owner shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work at the site. If the Owner, through an oversight or otherwise, has accepted materials or Work which is defective or which is contrary to the Contract Documents, such materials, no matter in what stage or condition of manufacture, delivery, or erection, may be subsequently rejected by the Owner.

B. The Contractor shall promptly remove rejected articles or materials from the site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the Contractor.

1.07 WATERTIGHTNESS OF STRUCTURES

A. It is the intent of these specifications that all concrete work, sealing work around built-in items and penetrations be performed as required to ensure that groundwater and/or rainwater will not leak into any repaired collection line, service lateral, manhole, or other type structure.

B. The required watertightness shall be achieved by quality construction and proper sealing of all pipes and manholes.

C. The Contractor shall provide at its own expense all labor, material, temporary bulkheads, pumps, water, measuring devices, plugs, etc., necessary to perform the required tests.

1.08 HYDRAULIC UPLIFT ON STRUCTURES

A. The Contractor shall be completely responsible for any pipelines, inlets or manholes that may become buoyant during the construction operations due to the groundwater or floods and before the structure is put into operation. Should there be any possibility of buoyancy of a structure the Contractor shall take the necessary steps to prevent its buoyancy. Damage to any structures due to floating or flooding shall be repaired or the structures replaced at the Contractor's expense.

1.09 CUTTING AND PATCHING

A. The Contractor shall perform all cutting and patching of the Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and shall only cut or alter work with the written consent of the Owner and of the other contractors whose work will be affected.

1.10 REMOVAL OF EXISTING PIPELINES

A. General: The scope of work requires the Contractor to interface with existing piping which will be removed as part of the work. Prior to beginning any work associated with existing facilities to be removed, the Contractor shall inform the Owner of his intent so that all arrangements can be made with the Owner for disconnecting or isolating pipelines (where possible) from service to the extent possible. The Contractor shall not proceed without written authorization from the Owner.

B. Pipelines: The Contractor shall remove existing pipelines or segments of existing pipelines shown to be replaced as part of the contract work. Pipe being replaced with new pipe shall be excavated and removed using methods which will not disturb adjacent pipe or other facilities. After pipe has been removed and new pipe installed, Contractor shall backfill the evacuated area in accordance with requirements set forth in other sections of these specifications.

C. Where new pipe is to be connected to existing pipe the existing pipe shall be cut square and the ends properly prepared for the connection. Any damage to the pipe, lining or coating of the existing pipe shall be repaired by the Contractor. Damage to new pipe shall be replaced.

D. Disposal of Debris: All debris, materials, pipe and miscellaneous waste products generated during the Work shall be removed from the job site as soon as possible and be disposed of in accordance with applicable federal, state, and local regulations. The Contractor is responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.

1.11 OBSERVATION OF THE WORK

A. The Work shall be conducted under the general observation of the Owner/Town Representative to ensure strict compliance with the requirements of the Contract Documents. Such observation may include mill, plant, shop, or field observation, as required. The Owner shall be permitted access to all parts of the Work, including plants where materials are manufactured or fabricated.

B. The presence of the Owner or any observer, however, shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is a duty of the Contractor, and said duty shall not be avoided by any act or omission on the part of the Owner or any observer.

C. All materials and articles furnished by the Contractor shall be subject to rigid inspection, and no materials or articles shall be used in the Work until they have been inspected and accepted by the Owner or its representative. No Work shall be backfilled, buried, cast in concrete, hidden or otherwise covered until it has been inspected by the Owner or its

authorized representative. Any Work so covered in the absence of inspection shall be subject to uncovering at Contractor's expense. Where uninspected Work cannot be uncovered, such as in concrete cast over reinforcing steel, all such Work shall be subject to demolition, removal, and reconstruction under proper inspection and no additional payment will be allowed therefore.

1.12 TIME OF OBSERVATION AND TESTS

A. Samples and test specimens required under these Specifications shall be furnished and prepared for testing in ample time for the completion of the necessary tests and analyses before said articles or materials are to be used. The Contractor shall furnish and prepare all required test specimens within the scope of the Contract. Except as otherwise provided in the Contract Documents, performance of the required tests will be by the Owner, and all costs therefore will be borne by the Owner at no cost to the Contractor, except that the costs of any test which shows unsatisfactory results shall be borne by the Contractor. Whenever the Contractor is ready to backfill, bury, cast in concrete, hide, or otherwise cover any Work under the Contract, the Owner shall be notified not less than twenty-four hours in advance to request inspection before beginning any such Work of covering. Failure of the Contractor to notify the Owner at least twenty-four hours in advance of any such inspections shall be reasonable cause for the Owner to order a sufficient delay in the Contractor's schedule to allow time for such inspections and any remedial or corrective Work required, and all costs of such delays, including its effect upon other portions of the Work, shall be borne by the Contractor.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

SECTION 01500

CONSTRUCTION CONSIDERATIONS

PART 1 -- GENERAL

1.01 CUTTING AND PATCHING

A. The Contractor shall perform all cutting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and shall only cut or alter work with the written consent of the Owner and of the other contractors whose work will be affected.

1.02 ABANDONMENT AND SALVAGE OF EXISTING FACILITIES

A. General: The Scope of Work requires the Contractor to interface with existing facilities (pipe and structures) which will be abandoned as part of the Work. Prior to beginning any Work associated with existing facilities to be abandoned, the Contractor shall inform the Owner of his intent so that arrangements can be made with the Owner for isolating pipelines (where necessary and possible). The Contractor shall not proceed without written authorization from the Owner.

B. Pipelines: The Contractor shall abandon, salvage, or otherwise remove existing pipe or segments of existing pipe to be removed or replaced as part of the Contract Work.

C. Pipe to be removed which interferes with new structures or new pipe shall be excavated and removed using methods which will not disturb adjacent pipe or other facilities. After pipe has been removed, the Contractor shall backfill the excavated area in accordance with requirements set forth in other Sections of these Specifications.

1.03 REHABILITATION

A. Certain areas of existing structures, pipe, conduit, and the like that will be affected by Work will be rehabilitated/repaired by the Contractor.

B. Where new pipe is to be connected to existing pipe the existing piping shall be cut square, and the ends shall be properly prepared for the connection. Any damage to either pipe shall be repaired by the Contractor at his expense.

C. Disposal of Debris: All debris, materials, piping, and miscellaneous waste products from the Work described in this Section shall be removed from the project as soon as possible and disposed of in accordance with applicable federal, state, and local regulations. The Contractor is responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.

1.04 INSTALLATION OF NEW PIPE

A. Contractor shall have on hand sufficient personnel, proper equipment, and machinery of ample capacity to facilitate the Work.

B. Contractor shall be responsible for locating, aligning and leveling new pipe and shall employ a licensed surveyor to set all lines and levels of equipment to the accuracy required.

C. Complete manufacturer's installation instructions including permissible tolerances shall be furnished in duplicate with each component of the pipeline.

D. The new pipeline shall be installed in accordance with the Shop Drawings; inclusive of manufacturer's specifications, drawings, and tolerances; and under the direct supervision of the required manufacturer's engineer. No instructions shall be issued that are contrary to written Specifications without prior written approval by the Owner's Engineer.

1.05 OBSTRUCTIONS

A. All water pipes, storm drains, sanitary sewers, force mains, gas or other pipe, telephone or power cables, or conduits and all other obstructions, whether or not shown, shall be temporarily supported across utility line excavations. The Contractor shall be responsible for any damage to any such pipes, conduits, or structures. Approximate locations of known water, sanitary, drainage, power, and telephone installations along route of new pipelines or in the vicinity of new Work must be verified in the field by the Contractor. The Contractor shall uncover these pipes, ducts, cables, etc., carefully, by hand, prior to installing new pipe or structures. Any discrepancies or differences found shall be brought to the attention of the Owner in order that necessary changes may be made to permit installation of new Work. These conditions are supplemental to general requirements elsewhere in the Contract Documents.

1.06 PROTECTION OF PROPERTY

A. The Contractor shall protect all property that may be affected by his Work or operations. The location and extent of underground and covered facilities are not guaranteed and the Contractor is cautioned to proceed with care in order to prevent the undermining or damage to existing structures, piping, or facilities.

B. The Contractor shall take all measures necessary to protect new and existing mechanical equipment from dust and debris. All protective measures shall be furnished, installed, lighted, ventilated, maintained, and removed at the Contractor's cost.

C. When Town water is being used, the supply source shall be protected against contamination in accordance with existing codes and regulations. Connection to Town water must be coordinated with Owner.

D. In the event that any of the Contractor's activities disrupt or endanger any facilities, he shall at his own expense make all necessary repairs or replacements necessary to correct the situation to the satisfaction of the Owner. Such work shall progress

continuously to completion 24 hours per day, 7 days per week basis if determined by the Owner to be necessary. The Contractor shall be responsible for the services of repair crews on call 24 hours per day for emergencies that arise involving Work under this Contract.

1.07 WEATHER CONDITIONS

A. Work that may be affected by inclement weather shall be suspended until proper conditions prevail. In the event of impending storms the Contractor shall take necessary precautions to protect all Work, materials, and equipment from exposure. The Owner reserves the right, to order that additional protective measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the project. The Contractor shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the Owner for damage to the Work from the elements of weather.

1.08 FIRE PROTECTION

A. The Contractor shall take all necessary precautions to prevent fires at or adjacent to the Work, including his own buildings and trailers. Adequate fire extinguisher and hose line stations shall be provided throughout the work area.

1.09 SAFETY AND HEALTH REQUIREMENTS

A. The Contractor shall comply in every respect with all Federal, State, and local safety and health regulations.

B. The Contractor shall provide all barricades and flashing warning lights or other devices necessary to warn pedestrians and area traffic.

PART 2 -- PRODUCTS - (Not Used)

PART 3 -- EXECUTION - (Not Used)

- END OF SECTION -

PART 2 -- PRODUCTS - (Not Used)

PART 3 -- EXECUTION - (Not Used)

- END OF SECTION -

SECTION 01520

MAINTENANCE OF FACILITIES AND SEQUENCE OF CONSTRUCTION

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall coordinate his Work so as not to impact any nearby public or private facilities. In performing the Work shown and specified, the Contractor shall plan and schedule his Work as outlined in Article 1.07 of this Section entitled "General Sequence Of Construction And Operation".

1.02 CONSTRUCTION SCHEDULE

A. The Construction Schedule shall be submitted by the Contractor in accordance with Section 01300 entitled "Submittals".

1.03 USE OF FACILITIES BEFORE COMPLETION

A. The Owner reserves the right to enter and use any portion of the constructed facilities before final completion of the whole Work to be done under the Contract.

1.04 CONNECTION OF EXISTING SYSTEMS

A. All connections to existing systems shall be performed in such a manner that no damage and minimal interruption is caused to the existing installation. Upon completion of the installation and approval from the Palm Beach County Health Department, the Contractor shall schedule with the Owner tying in the new watermain to existing watermain. Any damage caused to existing installations shall be repaired or replaced by the Contractor, in a manner approved by the Owner, and at no additional cost to the Owner.

1.05 COORDINATION WITH UTILITY PERSONNEL

A. Before commencing Work involving the removal of existing facilities or placement in operation of new facilities or tie-ins to existing facilities, the Contractor shall notify the Owner at least 36 hours in advance.

1.06 COORDINATION WITH PRIVATE PROPERTY OWNER

A. Work directly adjacent to private properties shall be coordinated with the Owner and the adjacent property owner prior to mobilization of equipment, personnel, and materials.

1.07 GENERAL SEQUENCE OF CONSTRUCTION AND OPERATION

A. Work under the Contract shall be scheduled and performed in such a manner as to result in the least possible disruption to the public's use of roadways, driveways, and utilities. Utilities shall include but not be limited to water, sewerage, drainage structures, electrical, cable, and telephone service. Prior to commencing with the Work, the

Contractor shall perform a location investigation of existing underground utilities and facilities in accordance with Section 01530 entitled "Protection of Existing Facilities".

B. The outlined sequence of construction does not include all items necessary to complete the Work, but is intended to identify the sequence of critical events necessary to minimize disruption to the function of affected facilities. It shall be understood by the Contractor that the critical events identified are not all inclusive and that additional items of Work not shown may be required. The sequence of construction is a precedence requirement and does not attempt to schedule the Contractor's Work. It is intended only to indicate which activities must precede other activities in order to minimize interferences and disruptions.

C. At no time shall the Contractor undertake to close off any pipelines, manipulate valves, or take any other action which would affect the operation of the existing system, except as specifically required by the Drawings and Specifications, until authorization is granted by the Owner and after proper notification.

D. Temporary installations required to complete a particular aspect of the Work during the allotted time period shall be determined and implemented by the Contractor at no additional cost to the Owner. All such temporary installations shall be subject to the review and acceptance of the Owner.

E. Sequence of certain major events and identification of time constraints for removing piping and equipment from active service are as follows:

1. Phase I - Mobilization:

    a. Mobilize for work – set up staging area; develop and submit pollution prevention plan, dewatering disposal submittal, construction schedule and Shop Drawing Schedule; obtain permits; and begin submitting Shop Drawings (except those requiring verification of facilities - for those items verification should precede submittals).

2. Phase II - Site Preparation:

    a. Verify locations of facilities, elevations, dimensions, type of joints, manufacturer of equipment, etc., before ordering materials to complete the Work in accordance with the Contract Documents and field conditions.

    b. Obtain equipment and materials to implement approved pollution prevention plan, approved dewatering disposal plan and meet all permitting requirements related to pollution prevention and testing/dewatering water containment and disposal.

    c. Order pipe, structures, adapters, plugs, etc and other long lead items so that materials may be delivered in a timely fashion without delay to construction.

    d. Meet all preconstruction requirements as noted in applicable permits associated with the Work.

3. Phase III – Construction:

a. Once Phase I and II are complete, the Contractor may proceed with the Work.

7. Phase VII - Final Sitework and Closeout:

a. Remove temporary plugs.

b. Restoration, final grading, sodding, punch list work.

c. Remove turbidity barriers, filter fabric, and other Best Management Practices (BMPs) installed for construction.

c. Demobilize and start closeout activities as described in Section 01700 entitled "Project Closeout".

F. Other Construction Constraints: The Contractor shall comply with the following constraints during construction and utilize these constraints in determining a sequence of construction:

1. A pre-construction video of the areas to be affected by construction and adjacent surrounding areas must be provided to and accepted by the Owner prior to mobilization.

2. All drives and approaches shall be restored to a useable condition at the end of each work day.

3. Maintain access to mailboxes or relocate as required and as approved by Post Master.

4. Excavations in residential areas shall be backfilled, and temporary restoration shall be completed at the end of each work week. No open holes will be allowed at night or over weekends or holidays. All excavation shall be secured at the end of each work day to prohibit public access.

5. Final restoration of roads, driveways, sidewalks, and all other paved areas shall be complete within 14 days of pipe and structure installation.

PART 2 -- PRODUCTS - (Not Used)

PART 3 -- EXECUTION

3.01 COORDINATION WITH EXISTING UTILITIES AND OTHER AGENCIES

A. The Contractor shall notify all utilities including Loxahatchee River District (LRD), FPL, Bell South, cable, etc. in writing, with a copy to the Owner, before construction is started and shall coordinate its activities with them. The Contractor shall cooperate with the owner's of utilities that may require temporary interruption of service in order to minimize the interruption. The Contractor shall call Sunshine One-Call Notification at 1-800-432-4770 a minimum of 48 hours prior to any excavation for location of existing underground facilities.

3.02 COOPERATION

A. The Contractor shall allow representatives from the permitting agencies, Owner or their agents to enter the facilities being constructed under this Contract for the purpose of inspecting, constructing, installing, operating, maintaining, removing, repairing, altering, or replacing such equipment pipes, sewers, conduits, manholes, wires, or other structures and appliances which may be required to be installed at or in the Work. The Contractor shall cooperate with all of the aforesaid parties and shall allow reasonable provisions for the prosecution of any other work by the Owner, or others, to be done in connection with his Work or in connection with normal use of the facilities.

- END OF SECTION -.

SECTION 01530

PROTECTION OF EXISTING FACILITIES

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. Contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operations under this Contract. Any damage or injury occurring on account of any act, omission or neglect on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced by and at the expense of the Contractor to an equal or superior condition than previously existed.

B. Contractor shall comply promptly with such safety regulations as may be prescribed by the Owner or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of, his employees. In the event of the Contractor's failure to comply, the Owner may take the necessary measures to correct the conditions or practices complained of, and all costs thereof will be deducted from any monies due the Contractor. Failure of the Owner to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibility hereunder.

C. In the event of any claims for damage or alleged damage to property as a result of work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the work site, the Contractor, at his expense, shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

1.02 PROTECTION OF WORK AND MATERIAL

A. During the progress of the work and up to the date of final payment, the Contractor shall be solely responsible for the care and protection of all work and materials covered by the Contract.

B. All work and materials shall be protected against damage, injury or loss from any cause whatsoever, and the Contractor shall make good any such damage or loss at his own expense. Protection measures shall be subject to the approval of the Owner.

1.03 BARRICADES, WARNING SIGNS AND LIGHTS

A. Each Contractor shall provide and maintain such other warning signs and barricades in areas of and around their respective work as may be required for the safety of all those employed in the work, the Owner's operating personnel, or those visiting the site.

1.04 EXISTING UTILITIES AND STRUCTURES

A. The term existing utilities shall be deemed to refer to both publicly-owned and privately-owned utilities such as electric power and lighting, telephone, water, gas, storm drains, process lines, sanitary sewers and all appurtenant structures.

B. Where existing utilities and structures are indicated on the Drawings, it shall be understood that all of the existing utilities and structures affecting the work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the Contractor to ascertain the actual extent and exact location of existing utilities and structures. In every instance, the Contractor shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any work in the vicinity of existing utilities.

C. Prior to beginning any excavation work, the Contractor shall, through field investigations, determine any conflicts or interferences between existing utilities and new utilities to be constructed under this project. This determination shall be based on the actual locations, elevations, slopes, etc., of existing utilities as determined in the field investigations, and locations, elevation, slope, etc. of new utilities as shown on the Drawings. If an interference exists, the Contractor shall bring it to the attention of the Owner as soon as possible. If the Owner agrees that an interference exists, he shall modify the design as required. Additional costs to the Contractor for this change shall be processed through a Change Order as detailed elsewhere in these Contract Documents. In the event the Contractor fails to bring a potential conflict or interference to the attention of the Owner prior to beginning excavation work, any actual conflict or interference which does arise during the Project shall be corrected by the Contractor, as directed by the Owner, at no additional expense to the Owner.

D. The work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to insure there is no interruption of existing services. Any damage resulting from the work of this Contract shall be promptly repaired by the Contractor at his own expense in a manner approved by the Owner and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the Contractor shall be responsible for all costs thereof.

E. Where excavations by the Contractor require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the Contractor. All such work shall be performed in a manner satisfactory to the Owner and the respective authority having jurisdiction over such work. In the event the Contractor fails to provide proper support or protection to any existing utility, the Owner may, at his discretion, have the respective authority to provide such support or protection as may be necessary to insure the safety of such utility, and the costs of such measures shall be paid by the Contractor.

PART 2 -- PRODUCTS - (NOT USED)

PART 3 -- EXECUTION - (NOT USED)

- END OF SECTION -

SECTION 01550

SITE ACCESS AND STORAGE

PART 1 -- GENERAL

1.01 SITE ACCESS

A. Work may be required in various locations throughout the Town. Therefore, the Contractor shall make its own general investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation within the Town limits. It shall be the Contractor's responsibility to construct and maintain any haul roads required for its construction operations.

1.02 TEMPORARY CROSSINGS

A. General: Wherever necessary or required for the convenience of the public or individual residents at street or highway crossings, private driveways, or elsewhere, the Contractor shall provide suitable temporary bridges over unfilled excavations, except in such cases as the Contractor shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges, which written consent shall be delivered to the Owner prior to excavation. All such bridges shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the Contractor shall adopt designs furnished by said authority for such bridges, or shall submit designs to said authority for approval, as may be required.

B. Street Use: Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alleyway, or parking area during the performance of the Work hereunder, and he shall so conduct his operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleys, ways, or parking areas. No street shall be closed to the public without first obtaining permission of the Owner and proper governmental authority. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise provided or shown. Toe boards shall be provided to retain excavated material if required by the Owner or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to assure the use of sidewalks and the proper functioning of all gutters, sewer inlets, and other drainage facilities.

C. Traffic Control: For the protection of traffic in public or private streets and ways, the Contractor shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," published by U.S. Department of transportation, Federal Highway Administration (ANSI D6.1).

D. The Contractor shall take all necessary precautions for the protection of the Work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all

lights shall be kept burning from sunset until sunrise. The Contractor shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of Subpart G, Part 1926, of the OSHA Safety and Health Standards for Construction.

E. For each work order, the Contractor shall submit a traffic control plan/MOT plan to the Owner for approval a minimum of two weeks prior to construction. The Town of Jupiter reserves the right to observe these traffic control plans in use and to make any changes as field conditions warrant. Any changes shall supersede these plans and be done solely at the Contractor's expense. The Contractor shall keep a copy of the traffic control plan on site at all times of construction. If the work affects traffic on Palm Beach County or FDOT roadways, traffic control plans shall also be submitted to those agencies for approval.

F. The Contractor shall remove traffic control devices when no longer needed, repair all damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.

G. Temporary Street Closure: If closure of any street is required during construction, a formal application for a street closure shall be made to the authority having jurisdiction at least 30 days prior to the required street closure in order to determine necessary sign and detour requirements.

H. Temporary Driveway Closure: The Contractor shall notify the Owner or occupant (if not owner-occupied) of the closure of the driveways to be closed more than one eight-hour work day, at least three working days prior to the closure. The Contractor shall minimize the inconvenience and minimize the time period that the driveways will be closed. The Contractor shall fully explain to the owner/occupant how long the work will take and when closure is to start.

I. Temporary Bridges: Whenever necessary, the Contractor shall provide suitable temporary bridges or steel plates over unfilled excavations, except in such cases as the Contractor shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges or steel plates, which written consent shall be delivered to the Engineer prior to excavation. All such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges or steel plates for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the Contractor shall adopt designs furnished by said authority for such bridges or steel plates, or shall submit designs to said authority for approval, as may be required.

1.03 STORAGE

A. Responsibility for protection and safekeeping of equipment and materials will be solely that of the Contractor, and no claim shall be made against the Owner by reason of any act of an employee or trespasser. Should an occasion arise necessitating access to an area occupied by stored equipment and/or materials, the Contractor shall immediately move them.

B. Upon completion of the Contract, the Contractor shall remove from the storage areas all of their equipment, temporary fencing, surplus materials, rubbish, etc., and restore the area to its original or better conditions.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

SECTION 01560

TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 -- GENERAL

1.01 EXPLOSIVES AND BLASTING

A. The use of explosives on the Work will not be permitted.

1.02 DUST ABATEMENT

A. The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Owner. No separate payment will be allowed for dust abatement measures and all costs thereof shall be included in the Contractor's bid price.

1.03 RUBBISH CONTROL

A. During the progress of the Work, the Contractor shall keep the site of the Work and other areas used in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the Work site, and shall establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

1.04 SANITATION

A. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.

B. Such facilities shall be made available when the first employees arrive on the Work site, shall be properly secluded from public observation, and shall be constructed and maintained in suitable numbers and at such points and in such manner as may be required.

C. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the Owner, or an adjacent property.

D. The Owner shall have the right to inspect any building or other facility erected, maintained, or used by the Contractor, to determine whether or not the sanitary regulations have been complied with.

E. Sanitary and Other Organic Wastes: The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Owner and in accordance with all laws and regulations pertaining thereto.

1.05 CHEMICALS

A. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, paint, fuel, solvent or reactant of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. The handling, storage, use and disposal of all such chemicals and disposal of residues shall be in strict accordance with all applicable rules and regulations of Federal, State and local jurisdictional agencies and the printed instructions of the manufacturer and all regulatory requirements. Copies of antidote literature shall be kept at the storage site and at the Contractor's job site office. A supply of antidotes shall be kept at the Contractor's office.

1.06 NOISE CONTROL

A. Noise resulting from the Contractor's work shall not exceed the noise levels and other requirements stated in local ordinances. The Contractor shall be responsible for curtailing noise resulting from his operation. He shall, upon written notification from the Owner or the noise control officers, make any repairs, replacements, adjustments, additions and furnish mufflers when necessary to fulfill requirements.

1.07 EROSION ABATEMENT AND WATER POLLUTION

A. It is imperative that any Contractor dewatering operation should not contaminate or disturb the environment or the properties adjacent to the work. The Contractor shall, therefore, schedule and control his operations to confine all runoff water from disturbed surfaces, water from dewatering operations that becomes contaminated with lime silt, muck and other deleterious matter, fuels, oils, bitumens, calcium chloride, chemicals and other polluting materials.

B. The Contractor shall construct temporary stilling basin(s) of adequate size and provide all necessary temporary materials, operations and controls including, but not limited to, filters, coagulants, screens, and other means necessary to attain the required discharge water quality.

C. The Contractor shall be responsible for providing, operating and maintaining materials and equipment used for conveying the clear water to the point of discharge. All pollution prevention procedures, materials, equipment and related items shall be operated and maintained until such time as the dewatering operation is discontinued. Upon the removal of the materials, equipment and related items, the Contractor shall restore the area to the condition prior to its commencing work.

1.08 PRECAUTIONS DURING ADVERSE WEATHER

A. During adverse weather, and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building paper shelters, or other acceptable means. The Contractor shall be responsible for all changes caused by adverse weather.

B. The Owner may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather conditions may be, in any season.

1.09 HURRICANE AND STORM WARNINGS

A. During such periods of time as are designated by the United States Weather Bureau as being a hurricane alert, watch or warning, the Contractor shall perform all precautions as necessary to safeguard the work and property, including the removal of all small equipment and materials from the site, lashing all other equipment and materials to each other and to rigid construction, and any other safety measures as indicated below.

B. Upon Notification of a Hurricane Alert:

1. Upon issuance of a Hurricane Alert by the Town, all Contractors performing work within the right-of-way of a designated evacuation route shall immediately secure their work, backfill all excavations within the right-of-way and suitably prepare the roadway surface for full traffic flow. This work shall be completed within 24 hours of the issuance of the alert. Work shall not recommence until the "All Clear" is issued by the Town.

2. Contractors performing at all other locations shall remove all unnecessary debris, materials, and equipment from the job site. The Contractor shall also keep his crew on standby on weekends and holidays during the Hurricane Alert period.

C. Upon Notification of a Hurricane Watch:

1. Contractors shall implement their approved Plan of Action to protect the project and the public.

D. Upon Notification of a Hurricane Warning

1. Contractors shall implement their approved Plan of Action to protect the project and the public.

2. For work within the public right-of-ways, the Contractor will be notified by the Town to suspend his construction operations. The Contractor will backfill all open trenches, remove all construction equipment and materials from the right-of-way and secure operations pending further notice.

1.10 PERIODIC CLEANUP AND BASIC SITE RESTORATION

A. During construction, the Contractor shall regularly remove from the site all accumulated debris and surplus materials of any kind which results from its operations. Unused equipment and tools shall be stored at the Contractor's yard or base of operations for the project.

B. The Contractor shall perform the cleanup work on a regular basis and as frequently as ordered by the Owner. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Owner, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.

C. Upon failure of the Contractor to perform periodic clean-up and basic restoration of the site to the Owner's satisfaction, the Owner may, upon 5 days prior written notice to the Contractor, employ such labor and equipment as it deems necessary for the purpose, and all costs resulting therefrom shall be charged to the Contractor and deducted from amounts of money that it may be due.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

SECTION 01570

TRAFFIC REGULATIONS AND MAINTENANCE OF TRAFFIC

PART 1 -- GENERAL

1.01 TRAFFIC CONTROL

A. Contractor shall obey all traffic laws and comply with all the requirements, rules and regulations of the Florida State Department of Transportation, Town of Jupiter, and other local authorities having jurisdiction, to maintain adequate warning signs, lights, barriers, etc., for the protection of traffic on public roadways.

B. The Contractor shall maintain traffic and protect the public from all damage to persons and property within the Contractors Work Limits and Area, in accordance with the Contract Documents and all applicable state, county and local regulations. He shall conduct his operations so as to maintain and protect access, for vehicular and pedestrian traffic, to and from all properties and business establishments adjoining or adjacent to those streets affected by his operations, and to subject the public to a minimum of delay and inconvenience. Suitable signs, barricades, railing, etc., shall be erected and the work outlined by adequate lighting at night. Danger lights shall be provided as required. Watchmen and flagmen shall be provided as may be necessary for the protection of traffic.

C. Maintenance of Traffic Plans (M.O.T.): After Notification to Proceed for any given Work Order, the Contractor shall immediately prepare and submit Maintenance of Traffic (M.O.T.) Plans to the Town of Jupiter Utilities Department for approval. The traffic maintenance plan must meet the Department's requirements. Said M.O.T. Plans shall be in written form with sketches or drawings as necessary and shall comply with the Department and State of Florida Department of Transportation standards for M.O.T. in construction areas. The Plans shall be submitted as soon as possible and not later than two weeks prior to any construction work. A copy of approval shall be provided to the Engineer. If the work affects traffic on Palm Beach County or FDOT roadways, M.O.T. plans shall be submitted to those agencies for approval.

D. The Contractor shall maintain one copy of the approval M.O.T. plan on the construction site for inspection. The Town of Jupiter Utilities Department reserves the right to observe the M.O.T. plan in use and to make any changes as field conditions warrant. Any changes shall supersede the plan and be done at the Contractor's expense.

E. All dirt spilled from the Contractor's trucks on existing pavements shall be removed by the Contractor whenever in the opinion of the Engineer the accumulation is sufficient to cause the formation of mud, dust, interference with traffic or create a traffic hazard.

F. The Contractor shall comply with all traffic regulations and perform maintenance of traffic as part of his pipe replacement operation. No separate payment item shall be made.

PART 2 -- PRODUCTS - (Not Used)

PART 3 -- EXECUTION - (Not Used)

- END OF SECTION -

SECTION 01600

EQUIPMENT AND MATERIALS

PART 1 -- GENERAL

1.01 GENERAL

A. All equipment, materials, instruments, or devices incorporated in this project shall be new and unused, unless indicated otherwise in the Contract Documents.

B. Equipment and materials to be incorporated in the Work shall be delivered sufficiently in advance of their installation and use to prevent delay in the execution of the Work, and they shall be delivered as nearly as feasible in the order required for executing the Work.

C. The Contractor shall protect all equipment and materials from deterioration and damage. The equipment and materials shall be handled and stored by the manufacturer, fabricator supplier, and Contractor before, during, and after shipment to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, damage or theft of any kind whatsoever. Any equipment exhibiting any of the above shall be removed and replaced at the Contractor's expense for both labor and materials.

1.02 STORAGE

A. The Contractor shall store his equipment and materials at the jobsite in accordance with the manufacturer's recommendations and as directed by the Owner. He shall not store unnecessary materials or equipment on the jobsite and shall prevent any structure from being overloaded and endangering the safety of his personnel. The Contractor shall enforce the instructions of the Owner and the Owner regarding the posting of regulatory signs for loadings on structures, fire safety, and smoking areas.

1.03 HANDLING AND MAINTENANCE

A. The manufacturer's storage instructions shall be carefully followed and any deviations shall be approved by the manufacturer in writing with a copy to the Owner. Equipment with moving parts shall be rotated per the manufacturer's recommendations while in storage and during the period between installation and acceptance.

B. All equipment shall be stored fully lubricated unless otherwise instructed by the manufacturer. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment at the time of acceptance.

PART 2 -- PRODUCTS - (Not Used)

PART 3 -- EXECUTION - (Not Used)

- END OF SECTION -

SECTION 01700

PROJECT CLOSEOUT

PART 1 -- GENERAL

1.01 FINAL CLEANUP

A. This section refers specifically to the completion and closeout of individual work orders.

B. The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, unused materials, concrete forms, construction equipment, temporary structures and facilities, construction signs, tools, scaffolding, materials, supplies and equipment which may have been used in the performance of the work. The Contractor shall broom clean paved surfaces and rake clean other surfaces of grounds. Final acceptance of the Work by the Owner will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

C. The Contractor shall thoroughly clean all materials, equipment and structures; all marred surfaces shall be touched up to match adjacent surfaces.

D. The Contractor shall remove spatter, grease, stains, fingerprints, dirt, dust, labels, tags, packing materials and other foreign items or substances from interior and exterior surfaces, equipment, signs and lettering.

E. The Contractor shall remove paint, clean and restore all equipment and material nameplates, labels and other identification markings.

F. The Contractor shall maintain cleaning until project, or portion thereof, is accepted by the Owner.

F. The Contractor shall:

1. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

2. Use each type of cleaning material on only those surfaces recommended by the cleaning material manufacturer.

3. Use only materials which will not create hazards to health or property.

1.02 CLOSEOUT TIMETABLE

A. The Contractor shall establish dates for testing, acceptance periods, and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the Owner and their authorized representatives sufficient time to schedule attendance at such activities.

1.03 FINAL SUBMITTALS

A. Before the final acceptance of the project, the Contractor shall submit to the Owner (or to the Owner if indicated) certain records, certifications, etc., which are specified elsewhere in the Contract Documents. Missing, incomplete or unacceptable items, as determined by the Owner, shall constitute grounds for withholding final payment to the Contractor. A partial list of such items appears below, but is shall be the Contractor's responsibility to submit any other items which are required in the Contract Documents:

1. Written Test results of project components.

2. Written guarantees, where required.

3. Certificates of inspection and acceptance by local governing agencies having jurisdiction.

4. Video tapes and logs of all lines televised.

5. Pre-construction photos (5" x 7").

6. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

1.04 PUNCH LISTS

A. Final cleaning shall be scheduled upon completion of the project.

B. The Owner will make his final inspection whenever the Contractor has notified the Owner that the work is ready for the inspection. Any work not found acceptable and requiring cleaning, repair and/or replacement will be noted on the "Punch" list. Work that has been inspected and accepted by the Owner shall be maintained by the Contractor, until final acceptance of the entire project.

C. Whenever the Contractor has completed the items on the punch list, he shall again notify the Owner that it is ready for final inspection. This procedure will continue until the entire project is accepted by the Owner. The "Final Payment" will not be processed until the entire project has been accepted by the Owner and all of the requirements in previous Article 1.03 "Final Submittals" have been satisfied.

1.07 TOUCH-UP AND REPAIR

A. The Contractor shall touch-up and repair damage to all existing facilities and surfaces. If in the opinion of the Owner the touch-up work is not satisfactory, the Contractor shall repeat the item.

1.08 MAINTENANCE AND GUARANTEE

A. The Contractor shall comply with all maintenance and guarantee requirements of the Contract Documents.

B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the Contractor which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless the Contractor shall have obtained a statement in writing from the affected private Owner or public agency releasing the Owner from further responsibility in connection with such repair or resurfacing.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

SECTION 02110

CLEARING AND GRUBBING

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. Clear and grub the areas to be occupied by the proposed storm water transmission system including all areas to be excavated, filled, paved, or planted as shown on the Drawings, and remove and/or dispose of material and debris resulting from these operations as specified herein.

B. Unless otherwise shown on the Drawings, clearing and grubbing shall be done within the rights-of-way.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION

3.01 CLEARING

A. The surface of the ground, for the area to be cleared and grubbed shall be completely cleared of all timber, brush, stumps, roots, grass, weeds, rubbish and all other objectionable obstructions resting on or protruding through the surface of the ground. However, those trees which are designated by the Owner shall be preserved as hereinafter specified. Clearing operations shall be conducted so as to prevent damage to existing facilities.

B. For selective clearing, the Owner shall select and mark, or otherwise designate, the trees or other vegetation to be removed.

3.02 GRUBBING

A. Grubbing shall consist of the complete removal of all stumps, roots larger than 1.5 inches in diameter, matted roots, brush, timber, logs and any other organic or metallic debris resting on, under or protruding through the surface of the ground to a depth of 18 inches below the subgrade. All depressions excavated below the original ground surface for or by the removal of such objects, shall be refilled with suitable materials and compacted to a density conforming to the surrounding ground surface.

3.03 DISPOSAL OF CLEARED AND GRUBBED MATERIAL

A. The Contractor shall dispose of all material and debris from the clearing and grubbing operations by delivering to an appropriately permitted landfill.

B. Deep burial and burning of any material shall not be permitted. In no case shall debris from the clearing and grubbing operations remain on site. The cost of disposal of material

(including hauling) shall be considered a subsidiary obligation of the Contractor, the cost of which shall be included in the Contract price.

3.04 PROTECTION OF ADJACENT AREAS

A. The Contractor shall protect areas shown on the Drawings or designated by the Owner to remain protected from damage by construction operations by erecting suitable barriers or other acceptable means. Areas outside the limits of construction as shown on the Drawings shall be protected and no equipment or materials shall be stored or allowed to damage these areas.

- END OF SECTION -

SECTION 02222

EXCAVATION AND BACKFILL FOR UTILITIES

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. Excavate, grade and backfill as required for the site underground piping systems, and electrical and instrumentation duct banks and conduit as shown in the Contract Documents and specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 15000 - Piping, General

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Codes: All codes, as referenced herein, are specified in Section 01090 - Reference Standards.

B. Commercial Standards:

ASTM D422	Method for Particle-Size Analysis of Soils.
ASTM D698	Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49-kg) Rammer and 12-in (304.8-mm) Drop.
ASTM D1556	Test Method for Density of Soil in Place by the Sand-Cone Method.
ASTM D1557	Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.54-kg) Rammer and 18-in (457-mm) Drop.
ASTM D2419	Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
ASTM D2922	Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

1.04 SUBMITTALS

A. The Contractor shall submit information and samples to the Engineer for review as specified herein in accordance with the Section 01300 - Submittals.

B. The Contractor shall submit to the Engineer his proposed methods of handling trench water and the locations at which the water will be disposed of. Methods shall be acceptable to the Engineer before starting the excavation.

C. The Contractor shall notify the Engineer of the off-site sources of bedding and backfill materials, and submit to the Engineer a representative sample weighing approximately 25 lbs.

D. Drawings of any proposed sheeting system and design computations shall be submitted to the Engineer; however, the review of these Drawings shall in no way relieve the Contractor of the responsibility to provide a safe and satisfactory sheeting and shoring system. Sheeting and shoring shall be designed by the Contractor, and the proposed design shall be sealed by a Professional Engineer registered in the State of Florida. If the Engineer is of the opinion that at any point sufficient or proper supports have not been provided, he may order additional supports put in at the Contractor's expense.

E. Dewatering

1. The Contractor shall submit his proposed methods of handling trench water and the locations at which the water will be disposed of. Methods shall be acceptable to the Engineer before starting and excavating.

F. Bedding and Backfill Materials

1. The Contractor shall notify the Engineer of the off-site sources of bedding and backfill materials and submit to the Engineer a representative sample weighing approximately 25 lbs.

G. Approvals Required

1. Prior to any earthwork, submit samples of the existing stripped soils and the proposed fill material to Engineer for analysis.

2. Do not place any footing reinforcing until the excavations have been tested for compaction.

3. Obtain necessary permits for dewatering.

1.05 QUALITY CONTROL

A. An independent testing laboratory will be retained by the Owner to provide appropriate testing as described in Section 01400 - Quality Control. The Contractor shall schedule his Work so as to permit a reasonable time for testing before placing succeeding lifts and shall keep the laboratory informed of his progress.

1.06 GROUNDWATER

A. The Contractor shall be responsible for anticipating groundwater conditions and shall provide positive control measures as required. Such measures shall ensure stability of excavations, groundwater pressure control, prevention of tanks, pipes, and other structures from being lifted by hydrostatic pressures, and avoiding the disturbance of subgrade bearing materials.

B. All dewatering work performed under this Contract shall be done in conformance with the subject to the limitations and regulations of the SFWMD.

1.07 TRENCH SAFETY ACT COMPLIANCE

A. The Contractor by signing and executing the contract is, in writing, assuring that he will perform any trench excavation in accordance with the Florida Trench Safety Act, Section 553.60 et. seq.. The Contractor further identified the separate item(s) of cost of compliance with the applicable trench safety standards as well as the method of compliance as noted in the Contract front-end documents.

The Contractor acknowledges that this cost is included in the applicable items of the Proposal and Contract and in the Base Bid Price.

B. The Contractor is, and the Owner and Engineer are not, responsible to review or assess the Contractor's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". The Contractor is, and the Owner and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including but not limited to, the "Trench Safety Act".

1.08 PROTECTION OF PROPERTY AND STRUCTURES

A. The Contractor shall, at his own expense, sustain in place and protect from direct or indirect injury, all pipes, poles, conduits, walls, buildings, and all other structures, utilities, and property in the vicinity of his work. The Contractor shall take all risks attending the presence or proximity of pipes, poles, conduits, walls, buildings, and all other structures, utilities, and property in the vicinity of his work. He shall be responsible for all damage, and assume all expenses, for direct or indirect injury and damage, caused by his work, to any such pipe, structures, etc., or to any person or property, by reason of injury to them, whether or not such structures, etc., are shown on the Drawings.

B. Barriers shall be placed at each end of all excavations and at such places as may be necessary along excavations to warn all pedestrian and vehicular traffic of such excavations. Barricades with flashing lights shall also be placed along excavation from sunset each day to sunrise of the next day until such excavation is entirely refilled, compacted, and paved. All excavations shall be barricaded where required to meet OSHA, local and Federal Code requirements, in such a manner to prevent persons from falling or walking into any excavation.

PART 2 -- PRODUCTS

2.01 MATERIALS

A. Materials shall be furnished as required from on-site excavations or from acceptable off-site sources as required. The Contractor shall notify the Engineer of the sources of each material at least ten calendar days prior to the anticipated use of the materials.

B. In general, clean sandy excavated materials, that is free from organics, clay and construction debris, can be used as pipe bedding when construction is in a dry condition and when the bedding is not sided by muck. Pipe bedding material shall be able to pass through a 3/4-inch sieve. Separation of suitable material for pipe bedding from other material shall be made during the excavation.

C. Screened gravel shall be used for small diameter (less than 24") and plastic pipe bedding when either the trench is within the water table or when the bedding is sided by muck or muck-like material. Screened gravel shall consist of hard, durable particles of proper size and graduation, and shall be free from organic material, wood, trash, sand, loam, clay, excess fines, and other deleterious materials. The gravel shall be graded within the following limits:

Sieve Size	Percent Finer by Weight
1 inch	100
3/4 inch	99
1/2 inch	65
No. 4	2

D. Crushed stone shall be used for bedding of 24-inch and larger diameter pipe as detailed and at other locations indicated on the Drawings. Crushed stone shall be used when either side of the trench is within the water table or is sided by muck or muck-like materials. Crushed stone shall consist of hard, durable, subangular particles of proper size and graduation, and shall be free from organic material, wood, trash, sand loam, clay, excess fines, and other deleterious materials. The stone shall be graded within the following limits:

Sieve Size	Percent Finer by Weight
5/8 inch	100
1/2 inch	40 - 100
3/8 inch	15 - 45
No. 10	0 -5

E. Sand for bedding polyvinyl chloride pipe shall be a dry screened sand. Sand shall be graded sand with 100 percent passing a 3/8 inch sieve and not more than 5 percent passing a No. 200 sieve.

F. In general, clean sandy excavated material, that is free from organics clay and construction debris can be used for backfill material. All material to be used as selected backfill shall be able to pass a 3/4-inch sieve. If, in the Engineer's opinion, excavation material is unsuitable for backfill purposes, imported material having a sand equivalent value of not less than 20 percent shall be used for this portion of the trench backfill. All backfill material (placed above select backfill) shall be able to pass through a 6-inch ring. If suitable backfill is not available from the excavations, it shall be obtained from off site sources.

PART 3 -- EXECUTION

3.01 EXCAVATION

A. The Contractor shall perform all excavation of every description and of whatever substance encountered, to the dimensions, grades and depths shown on the Drawings, or as directed. All excavations shall be made by open cut. All existing utilities such as pipes, poles and structures shall be carefully located, supported and protected from injury; in case of damage, they shall be restored at the Contractor's expense.

B. Pipe trenches for piping shall be excavated to a width within the limits of the top of the pipe and the trench bottom so as to provide a clearance on each side of the pipe barrel, measured to the face of the excavation, or sheeting if used, of 8 inches to 12 inches. Where the pipe size exceeds 12 inches, the clearance shall be from 12 inches to 18 inches. All pipe trenches shall be excavated to a level where suitable material is reached, a minimum of 8 inches below the excavated depth, that will allow for a minimum of 36" of covering unless otherwise indicated on the Drawings. Excavation depths in other types of materials and conditions shall be made as hereinafter specified.

C. In areas where trench widths are not limited by right-of-way and/or easement widths, property line restrictions, existing adjacent improvements, including pavements, structures and other utilities, and maintenance of traffic, the trench sides may be sloped to a stable angle of repose of the excavated material but only from a point one foot above the crown of the pipe. A substantially and safely constructed movable shield, "box" or "mule" may be used in place of sheeting when the trench is opened immediately ahead of the shield and closed immediately behind the shield as pipe laying proceeds inside the shield.

D. Ladders or steps shall be provided for and used by workmen to enter and leave trenches.

E. Excavation for appurtenances shall be sufficient to provide a clearance between their outer surfaces and the face of the excavation or sheeting, if used, of not less than 12 inches.

F. Excavated unsuitable material shall be removed from the site and disposed of by the Contractor. Materials removed from the trenches shall be stored and in such a manner that will not interfere unduly with plant operations, traffic on public roadways and sidewalks and shall not be placed on private property. In congested areas, such materials as cannot be stored adjacent to the trench or used immediately as backfill shall be removed to other convenient places of storage acceptable to the Owner at the Contractor's expense.

G. Excavated material that is suitable for use as backfill shall be used in areas where sufficient material is not available from the excavation. All excess excavated suitable material shall be the property of the Owner and shall be delivered to a designated location within a ten mile one way travel distance from the site.

3.02 SHEETING AND BRACING

A. The Contractor shall furnish, place and maintain sheeting and bracing to support sides of the excavation as necessary to provide safe working conditions in accordance with OSHA requirements, and to protect pipes, structures and other Work from possible damage. Where wood sheeting or certain designs of steel sheeting are used, the sheeting shall be cut off at a level of 2 feet above the top of the installed pipe and that portion below the level shall be left in place. If interlocking steel sheeting is used, it may be removed providing removal can be accomplished without disturbing the bedding, pipe or alignment of the pipe.

Any damage to the pipe bedding, pipe or alignment of the constructed utility caused by the removal of sheeting shall be cause for rejection of the affected portion of the work. The Owner may permit sheeting to be left in place at the request and expense of the Contractor.

B. If the Engineer is of the opinion that at any point sufficient or proper supports, have not been provided, he may order additional supports put in at the Contractor's expense. The Contractor shall be responsible for the adequacy of all sheeting used and for all damage resulting from sheeting and bracing failure or from placing, maintaining and removing it.

3.03 REMOVAL OF WATER

A. It is a basic requirement of these Specifications that excavations shall be free from water before pipe or structures are installed.

B. The Contractor shall provide pumps, and other appurtenant equipment necessary to remove and maintain water at such a level as to permit construction in a dry condition. The Contractor shall continue dewatering operations until backfilling has progressed to a sufficient depth over the pipe to prevent flotation or movement of the pipe in the trench or so that it is above the water table. If at any point during the dewatering operation it is determined that fine material is being removed from the excavation sidewalls, the dewatering operation shall be stopped if acceptable to the Engineer. If any of the subgrade or underlying material is disturbed by movement of groundwater, surface water, or any other reason, it shall be replaced at the Contractor's expense with crushed stone or gravel.

C. The Contractor shall use dewatering systems that include automatic starting devices, and standby pumps that will ensure continuous dewatering in the event of an outage of one or more pumps.

D. Water from the trenches and excavation shall be disposed of in such a manner as will not cause injury to public health, to public or private property, to the Work completed or in progress, to the surface of the streets, cause any interference with the use of the same by the public, or cause pollution of any waterway or stream. The Contractor shall submit his proposed methods of handling trench water and locations at which the water will be disposed of to the Engineer for review and shall receive acceptance before starting the excavation. Disposal to any surface water body will require silt screens to prevent any degration in the water body.

3.04 TRENCH STABILIZATION

A. No claim for extras, or additional payment will be considered for cost incurred in the stabilization of trench bottoms which are rendered soft or unstable as a result of construction methods, such as improper or inadequate sheeting, dewatering or other causes. In no event shall pipe be installed when such conditions exist and the Contractor shall correct such conditions so as to provide proper bedding or foundations for the proposed installation at no additional cost to the Owner before placing the pipe or structures.

3.05 PIPE BEDDING

A. Pipe trenches shall be excavated as described in Article 3.01. The resulting excavation shall be backfilled with acceptable pipe bedding material, up to the level of the centerline of the proposed pipe barrel. This backfill shall be tamped and compacted to provide a proper

bedding for the pipe and shall then be shaped to receive the pipe. Bedding shall be provided under the branch of all fittings to furnish adequate support and bearing under the fitting.

B. Any excavation below the levels required for installation of the pipe bedding shall be backfilled with acceptable bedding material, tamped, compacted and shaped to provide proper support for the proposed pipe, at the Contractor's expense.

3.06 BACKFILL

A. Pipeline trenches shall be backfilled to a level 12 inches above the top of the pipe with select backfill obtained from the excavation. Such material shall be placed in 6-inch layers, each compacted to the densities specified in Article 3.07. Only hand operated mechanical compacting equipment shall be used within six inches of the installed pipe.

B. After the initial portion of backfill has been placed as specified above, and after all excess water has completely drained from the trench, backfilling of the remainder of the trench may proceed. The remainder of the backfill shall be selected material obtained from the excavation and shall be placed in horizontal layers, the depth of which shall not exceed the ability of the compaction equipment employed, and in no event shall exceed a depth of 12 inches. Each layer shall be moistened, tamped, puddled, rolled or compacted to the densities specified in Article 3.07.

C. Any excavation below the levels required for the proper construction of manholes or vaults shall be filled with Class B Concrete. The use of earth, rock, sand or other materials for this purpose will not be permitted.

3.07 COMPACTION AND DENSITIES

A. Compaction of backfill shall be 98 percent of the maximum density where the trench is located under structures or paved areas, and 95 percent of the maximum density elsewhere. More thorough compaction may be required when Work is performed in other regulatory agencies jurisdictions, such as the DOT. Methods of control and testing of backfill construction are:

1. Maximum density of the material in trenches shall be determined by ASTM D1557.

2. Field density of the backfill material in place shall be determined by ASTM D1556 or D2922.

B. Laboratory and field density tests, which in the opinion of the Engineer are necessary to establish compliance with the compaction requirements of these Specifications, shall be ordered by the Engineer. The Contractor shall coordinate and cooperate with the testing laboratory. The testing program will be implemented by the Engineer establishing depths and locations of tests. Modifications to the program will be made as job conditions change.

C. Trench backfill which does not comply with the specified densities, as indicated by such tests, shall be reworked and recompacted until the required compaction is secured, at no additional cost to the Owner. The costs for retesting such Work shall be paid for by the Contractor.

3.08 ADDITIONAL EXCAVATION AND BACKFILL

A. Where organic material, such as roots, muck, or other vegetable matter, or other material which, in the opinion of the Engineer, will result in unsatisfactory foundation conditions, is encountered below the level of the proposed pipe bedding material, it shall be removed to a depth of two feet below the outside bottom of the pipe or to a greater depths as directed by the Engineer and removed from the site. Sheeting shall be installed if necessary to maintain pipe trenches within the limits identified by the Engineer. The resulting excavation shall be backfilled with suitable backfill material, placed in 12-inch layers, tamped and compacted up to the level of the bottom of the proposed pipe bedding material. Sufficient compaction of this material shall be performed to protect the proposed pipe against settlement. Construction shall then proceed in accordance with the provisions of Article 3.05 "Pipe Bedding".

B. Additional excavation (more than two feet below the pipe) as indicated on the trench detail shall be performed only when ordered by the Engineer. Where organic or other material is encountered in the excavation, the Contractor shall bring the condition to the attention of the Engineer and obtain his determination as to whether or not the material will require removal, prior to preparing the pipe bedding. The excavation of material up to a depth of two feet below the outside bottom incidental items of construction and the Work shall be done at the Contractor's expense.

- END OF SECTION -

SECTION 02500

SURFACE RESTORATION

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. Items specified in this Section include repairs to landscaped and grassed areas that may be damaged by Contractor activities and relocation of existing trees.

B. Australian Pines, Brazillian Pepper, and other exotic species (as identified by Owner) shall not be replaced.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Asphaltic Concrete Pavement.

B. Pavement Marking and Traffic Signs.

C. Portland Cement Concrete Paving.

1.03 SUBMITTALS

A. The Contractor shall submit submittals for review in accordance with the Section entitled "Submittals".

1.04 DEFINITIONS

A. The phrase "DOT Specifications" shall refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The DOT Specifications are referred to herein and are hereby made a part of this Contract to the extent of such references, and shall be as binding upon the Contract as though reproduced herein in their entirety.

1.05 PROTECTION OF EXISTING IMPROVEMENTS

A. The Contractor shall be responsible for the protection of all pavement and other improvements within the work area. All damage to such improvements, as a result of the Contractor's operations, shall be repaired by the Contractor at his expense, as specified hereinafter.

1.06 GUARANTEE

A. The Contractor shall guarantee all trees, ground cover or shrubs planted or replanted under this Contract for a period of one year beyond acceptance of the project. In the event that any new tree, plant or shrub dies within the guarantee period, the Contractor shall be responsible for replacement in kind. In the event that a transplanted (reused) tree dies within the guarantee period, the Contractor shall be responsible for replacement in kind,

except that the maximum height of any new tree shall be eight feet as measured from the ground surface, once planted, to the top of the tree.

PART 2 -- PRODUCTS

2.01 SOD

A. Sod shall be replaced to the original or better than original conditions, or as specified by the Owner.

2.02 REPLACEMENT TREES, GROUND COVER AND SHRUBS

A. Replacement trees, ground cover and shrubs shall be of the same type and size and be sound, healthy and vigorous, well branched and densely foliated when in leaf. They shall have healthy, well developed root systems and shall be free of disease and insect pests, eggs or larvae.

2.03 MULCH

A. Mulch shall be windproof shredded eucalyptus, clean, fresh, free of branches and other foreign matter. Mulch shall be used around all shrubs, ground covers and tree trunks, and placed to a minimum depth of 2 inches.

PART 3 -- EXECUTION

3.01 GRADING AND SODDING

A. The Contractor shall regrade the work areas disturbed by his construction activities to the existing grades prior to commencement of construction.

B. Sod shall be placed on all grassed areas disturbed by construction activities. Sodding shall be in accordance with Section 02934 Sodding of these Specifications.

C. Maintenance: Sufficient watering shall be done by the Contractor to maintain adequate moisture for optimum development of the sodded areas. Sodded areas shall receive no less than 1.5 inches of water per week.

D. Repairs to Lawn Areas Disturbed by Contractor's Operations: Lawn areas planted under this Contract and lawn areas outside the designated areas damaged by Contractor's operations shall be repaired at once by proper sod bed preparation, fertilization and resodding, in accordance with these specifications.

3.02 TREES, GROUND COVER AND SHRUBS

A. Excavation and Plant Holes : Plant hole excavations shall be roughly cylindrical in shape, with the side approximately vertical. Plants shall be centered in the hole. Bottoms of the holes shall be loosened at least six inches deeper than the required depth of excavation.

B. Holes for balled and burlapped plants shall be large enough to allow at least eight inches of backfill around the earth ball. For root balls over 18 inches in diameter, this dimension shall

be increased to 12 inches. Where excess material has been excavated from the plant hole, the excavated material shall be disposed of as and where directed by the Engineer.

C. Setting of Plants: When lowered into the hole, the plant shall rest on a prepared hole bottom such that the roots are level with, or slightly above, the level of their previous growth and so oriented such as to present the best appearance. The Contractor, when setting plants in holes, shall make allowances for any anticipated settling of plants.

D. Palms of the sabal species may be set deeper than the depth of their original growth, provided that the specified clear trunk height is attained.

E. The backfill shall be made with planting mixture as specified herein before and shall be firmly rodded and watered-in, so that no air pockets remain. The quantity of water applied immediately upon planting shall be sufficient to thoroughly moisten all of the backfilled earth. Plants shall be kept in a moistened condition for the duration of the Contract.

F. Staking and Guying: Plants shall be staked in accordance with the following provisions:

1. Small Trees: For trees and shrubs of less than one-inch caliper, the size of stakes and the method of tying shall be such as to rigidly support the staked plant against damage caused by wind action or other effects. Trees larger than one inch and smaller than one and one-half inch caliper shall be staked with a two-inch stake, set at least 24 inches in the ground and extending to the crown of the plant. The plant shall be firmly fastened to the stake with two strands of 14 gauge soft wire, enclosed in rubber hose, or other approved covering. The wire shall then be nailed or stapled to the stake to prevent slippage.

2. Medium Trees: All trees, other than palm trees, larger than one and one-half inch caliper and smaller than two and one-half inch caliper shall be staked with two or more, two-inch by two-inch stakes, eight feet long, set two feet in the ground. The tree shall be midway between the stakes and held firmly in place by two strands of 12-gauge wire, applied as specified above for single stakes. The wires shall be tightened and kept tight by twisting.

3. Large Trees: All trees, other than palm trees, larger than two and one-half inch caliper, shall be guyed from at least three points with double strands of 12-gauge wire. Guy wires shall be anchored' to two-inch by four-inch stakes, 24 inches long, driven into the ground at least two feet and sufficient that the top of the stake is at least three inches below the finished ground level. In firm rock soils, Number 4 steel reinforcing rods or one-half inch pipe may be used instead of stakes. Tie wires shall be securely fastened to the tree by means of a collar of rubber hose, or other approved material. Guy wires shall be tightened and kept tight by twisting.

4. Palm Trees: Palm trees shall be braced with three or more two-inch by four-inch wood braces, toenailed to cleats which are securely banded at two points to the palm, at a point at least six feet above the ground. The trunk shall be padded with five layers of burlap under the cleats. Braces shall be approximately equidistantly spaced and secured underground with two-inch by four-inch by 24-inch stake pads. In firm rock soils, Number 4 steel reinforcing rods or one-half inch pipe is acceptable.

G. Pruning: All broken or damaged roots shall be cut off smoothly, and the tops of all trees shall be pruned in a manner complying with standard horticultural practice. At the time pruning is completed, all remaining wood shall be alive. All cut surfaces of one inch or more in diameter, above the ground, shall be treated with an approved commercial tree paint.

H. Maintenance: Maintenance shall begin immediately after each plant is planted and shall continue until all work under this Contract has been completed and accepted by the Owner. Plants shall be watered, mulched, weeded, pruned, sprayed, fertilized, cultivated and otherwise maintained and protected. Settled plants shall be reset to proper grade position, planting saucer restored and dead material removed. Guys shall be tightened and repaired.

I. Defective work shall be corrected as soon as possible after it becomes apparent. Upon completion of planting, the Contractor shall remove excess soil and debris, and repair any damage to structures, etc., resulting from planting operations.

- END OF SECTION -

SECTION 02510

ASPHALTIC CONCRETE PAVEMENT

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. Construct asphaltic concrete pavement in accordance with the lines, grades and typical section as indicated on the Drawings, specified herein and as required for a complete installation.

1.02 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. DOT Specifications: The phrase "DOT Section", shall refer to the Section specified in Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The DOT Specifications, are referred to herein and are hereby made a part of this Contract to the extent of such references, and shall be as binding upon the Contract as though reproduced herein in their entirety.

DOT 160	Stabilizing
DOT 200	Limerock Base
DOT 300	Prime and Tack Coats for Base Courses
DOT 320	Hot Bituminous Mixtures - Plant Methods and Equipment
DOT 330	Hot Bituminous Mixtures - General Construction Requirements
DOT 331	Type S Asphaltic Concrete
DOT 337	Asphaltic Concrete Friction Courses
DOT 902	Fine Aggregate
DOT 911	Limerock Material for Base and Stabilized Base
DOT 916	Bituminous Materials

1.03 SUBMITTALS

A. The Contractor shall submit his proposed formula for the asphaltic concrete paving for review in accordance with Section 01300 - Submittals.

1.04 QUALITY CONTROL

A. The phrase "DOT Specifications" shall refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The DOT Specifications, are referred to herein and are hereby made a part of this Contract to the extent of such

references, and shall be as binding upon the Contract as through reproduced herein in their entirety.

PART 2 -- PRODUCTS

2.01 MATERIALS

A. Limerock Base

1. The limerock base shall consist of either one or two courses of Miami or Ocala limerock or crushed coquina in accordance with Section 200 and 911 of the DOT Specifications.

B. Prime Coat

1. The material used for the prime coat shall be cut-back Asphalt Grade RC-70 conforming to Sections 300 and 916 of the DOT Specifications for prime to be used on Miami Oolite formation limerock.

C. Tack Coat

1. The material used for the tack coat shall be Emulsified Asphalt Grade RS-2 conforming to Sections 300 and 916 of the DOT Specifications. The complete site shall receive a final tack coat to provide a uniform finish for all new and existing paving at the plant site.

D. Asphaltic Concrete

1. The materials and construction of the asphaltic concrete patch and surface courses shall be Type S-I Asphaltic Concrete conforming to Sections 330, 331 and 916 of the DOT Specifications.

PART 3 -- EXECUTION

3.01 INSTALLATION

A. Roadway subgrades shall be stabilized to the minimum depth shown on the Drawings to a Limerock Bearing Ratio of not less than 40. Stabilizing shall be Type B as defined in Section 160 of the DOT Specifications. Stabilization may require the addition and thorough mixing in of crushed limerock, course limerock screenings, or any other stabilizing material acceptable to the Owner. The stabilizing material shall be applied in such quantity that, after mixing and blending, the subgrade will have a LBR of not less than 40. Stabilizing material shall be mixed or blended in the subgrade material by plowing, scarifying, disking, harrowing, blading and mixing with rotary tillers until the mixed materials are of uniform bearing value throughout the width and depth of the layer being processed.

B. At least three density determinations shall be made on each day's final compaction operations on each course and the density determinations shall be made at more frequent intervals if deemed necessary by the Owner.

C. The limerock base shall be constructed in accordance with Section 200 of the DOT Specifications, to the thickness and width indicated on the Drawings.

D. After spreading of the base material is completed, the entire surface shall be scarified and shaped so as to produce the exact grade and cross section after compaction. For double course base, this scarifying shall extend a depth sufficient to penetrate slightly the surface of the first course. The maximum depth of each lift shall be 8-inches.

E. When the material does not have the proper moisture content to insure the required density, wetting or drying shall be required. If the material is deficient in moisture, water will be added and uniformly mixed in by disking the base course to its full depth. If the material contains an excess of moisture, it shall be allowed to dry before being compacted. As soon as proper conditions of moisture are attained, the material shall be compacted to an average density not less than 98 percent maximum density as determined in more than one course, the density shall be obtained in each lift of the base.

F. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross section, the compacting operations for such areas shall be completed prior to making the density determination on the finished base.

G. Unless otherwise directed by the Owner, the surface shall be "hard-planed" with a blade grader immediately prior to the application of the prime coat to remove the thin glaze or cemented surface and to allow free penetration of the prime material. The materials planed from the base shall be removed from the base area.

H. If cracks or checks appear in the base, either before or after priming, which in the opinion of the Owner, would impair the structural efficiency of the base course, the Contractor shall remove such cracks or checks by rescarifying, reshaping, adding base material where necessary and recompacting, at no additional cost to the Owner.

I. If at any time the subgrade material shall become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.

J. The prime coat shall be applied at a rate of 0.15 gallons per square yard and the Work performed in accordance with Section 300 of the DOT Specifications.

K. The tack coat shall be applied at a rate between 0.02 and 0.10 gallons per square yard and the Work performed in accordance with Section 300 of the DOT Specifications.

L. The spreading, compacting and jointing the wearing surface shall be in accordance with Sections 330 and 331 of the DOT Specifications to the thickness indicated on the Drawings.

3.02 PAVEMENT REPAIR

A. All damage to pavement as a result of Work under this Contract shall be repaired in a manner satisfactory to the Owner and at no additional cost to the Owner. The repair shall

include the preparation of the subgrade, the placing and compacting of the limerock base, the priming of the base, the placing and maintaining of the surface treatment, all as specified herein.

B. The width of all repairs shall extend at least 12 inches beyond the limit of the damage. The edge of the pavement to be left in place shall be cut to a true edge with a saw or other acceptable method so as to provide a clean edge to abut the repair. The line of the repair shall be reasonably uniform with no unnecessary irregularities.

- END OF SECTION -

SECTION 02574

PAVEMENT REMOVAL AND REPLACEMENT

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall cut, remove, protect, and replace existing pavements of the various types encountered including, roadways, driveways, sidewalks, curbs, and combination curb and gutter.

B. Protection of Existing Improvements: The Contractor shall be responsible for the protection of all pavements, sidewalks, and other improvements within the work area. All damage to such improvements, as a result of the Contractor's operations, beyond the limits of the Work of pavement replacement as described herein, shall be repaired by the Contractor at his expense.

PART 2 -- PRODUCTS

2.01 MATERIALS

A. Materials including limerock, bituminous prime and tack coat, and asphaltic concrete for the above Work shall meet the requirements established therefore by the FDOT Specifications.

1. Limerock shall be Miami or Ocala Limerock, or crushed coquina.

2. Bituminous prime coat material shall be cutback asphalt Grade RC-70.

3. Bituminous tack coat material shall be emulsified asphalt Grade RS-2.

4. Asphaltic concrete shall be Type S-I or S-III, determined by the engineer.

PART 3 -- EXECUTION

3.01 PREPARATION

A. Pedestrian or school crossings: Where the work crosses or interferes with school or pedestrian crossings, extreme care shall be taken by the Contractor to ensure the safety of school children or other pedestrians.

3.02 PERFORMANCE

A. Removals

1. Pavement Removal: Where existing pavement is to be removed, the surfacing shall be mechanical saw cut prior to trench excavation, leaving a uniform and straight edge, with minimum disturbance to the remaining adjacent surfacing. The width of cut for this phase of existing pavement removal shall be minimal.

2. Sidewalk, Drive, and, Curb Removal: Concrete sidewalks, curbs, combination curb and gutter, walks, drive ribbons, or driveways shall be removed by initially sawing the structure with a suitable power saw as specified above for pavement. When a formed joint in the concrete exists within three (3) feet of the proposed saw cut and parallels the proposed saw cut, the removal line shall be extended to the formed joint. After sawing, the material shall be removed.

B. Restorations

1. General: Street or roadway pavement cut and removed in connection with trench excavation shall be replaced or restored in equal or better condition than the original and as shown on the Drawings. All restorations shall be a complete overlay of the road surface.

2. Pavement Restoration - Asphalt:

a. Limerock base course shall be compacted for its full thickness to not less than 98 percent of maximum density as determined by AASHTO T-180.

b. Construction methods and equipment shall generally meet the requirements therefore as established in the FDOT Specifications, but shall be modified to meet the relatively narrow strip construction conditions. Any such modifications shall be approved by the Owner prior to their use.

c. Joints with existing surface and base shall be straight and neat. If it is necessary to obtain a straight net joint, the Contractor shall cut out sufficient existing material and replace it with new material.

d. The upper surface of the completed base course shall be compacted to an elevation to permit the full depth of the surface course to be at the pavement surface. The completed surface shall match the line and grade of the existing surface. When pavement is removed to the edge of the roadway, the replaced base course shall extend not less than six (6) inches beyond the edge of the surfacing constructed without deviating from the grade.

3. Driveway Restoration - Asphalt: Driveway pavement with limerock base cut and removed in connection with trench excavation shall be replaced or restored as specified above for street or roadway pavement, with the exception that the new limerock base course shall equal the existing base course in thickness, except

that in no case shall new driveway base course be less than six (6) inches in thickness. Muck or unsuitable material found under existing driveway construction will not be removed and replaced.

4. Concrete, Sidewalk, Walkway, Driveway Ribbon, and Curb Restoration:

   a. Concrete sidewalks, walkways, driveways, driveway ribbons, and curbs required to be removed for the installation of facilities under this Contract shall be restored. Class B concrete shall be used in all cases.

   b. Replaced portions of these items shall conform to the lines, grades, and cross sections of the removed portions. Concrete sidewalks and walkways shall be of 6-inch thickness; concrete driveways and driveway ribbons shall be of 6-inch thickness. Replaced concrete curb and/or gutter shall joint neatly to the remaining section.

5. Pavement Restoration - Concrete: Rigid pavement shall be replaced in kind with Class B concrete, using high early strength cement.

- END OF SECTION -

SECTION 02580

PAVEMENT MARKING AND TRAFFIC SIGNS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. This section consists of striping pavement and traffic signs that may be damaged by Contractor activities as indicated on the Drawings, specified herein and as required for a complete installation.

1.02 RELATED ITEMS SPECIFIED ELSEWHERE

A. Asphaltic concrete pavement.

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. DOT Specifications: The phrase "DOT Section" shall refer to the Section specified in Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The DOT Specifications, are referred to herein and are hereby made a part of this Contract to the extent of such references, and shall be as binding upon the Contract as though reproduced herein in their entirety.

DOT 700	Highway Signing
DOT 710	Painting Traffic Stripes
DOT 971	Paint Materials
DOT 993	Highway Delineators

1.04 SUBMITTALS

A. The Contractor shall submit shop drawings and other information to the Engineer for review in accordance with Section 01300 - Submittals.

1.05 QUALITY ASSURANCE

A. All road work shall be in full compliance with local and state codes, standards and regulations, the State of Florida "Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways" and "Manual of Traffic Control and Safe Practices for the Streets and Highway Construction Maintenance and Utility Operation."

1.06 GUARANTEE

A. The Contractor shall furnish the manufacturer's certification that all signs furnished conform to these specifications and shall replace or repair at his expense all signs that fail to meet this requirement.

PART 2 -- PRODUCTS

2.01 PAVEMENT MARKING

A. Paint for pavement strips shall be reflectorized in conformance with DOT Sections 710 and 971.

2.02 TRAFFIC SIGNS

A. General: Traffic regulating signs shall conform to the colors, dimensions and requirements of Reflectorized Signs as specified in DOT Section 700 and displaying the lettering and symbols indicated on the Drawings.

B. Sign Panels and Support Members: Sign panels and support members shall conform to Aluminum Association Alloy 6061-T6.

C. Bolts: Bolts shall conform to Aluminum Association Alloy 2024-T4 with an anodic coating 0.0002 inches thick minimum and chromate sealed.

D. Nuts: Nuts shall conform to Aluminum Association Alloy 6269-T9.

E. Reflective Sheeting: Reflective sheeting shall conform to DOT Section 700, Type A requirements.

PART 3 -- EXECUTION

3.01 FABRICATION

A. Preparation of sign blanks and fabrication of reflectorized faces shall conform to the applicable requirements of DOT Sections 700-4 and 700-5.

3.02 INSTALLATION

A. Sign and supports shall be erected in accordance with the applicable details and specifications of DOT.

- END OF SECTION -

SECTION 02750
PORTLAND CEMENT CONCRETE PAVING

PART 1-GENERAL

1.01 WORK INCLUDED

A. Provide labor, materials, equipment transportation, and services to complete the construction of walks and other concrete areas and the installation Portland Cement Concrete Paving work, as indicated on the drawings, as specified herein, or both.

B. Including, but not necessarily limited to the following:

1. Fill, subgrade, and lime rock base
2. Concrete form work
3. Concrete reinforcement
4. Concrete paving
5. Thrust blocks for waterlines

1.02 RELATED WORK

A. Division 2- Fine Grading

1.03 QUALITY ASSURANCE

A. Inspection and Testing:

1. Test Cylinders- ASTM C-39
   a. Minimum of three (3) concrete test cylinders shall be taken for every 50 or less cubic yards of concrete placed.

   b. Minimum of one (1) additional test cylinder shall be taken during any cold weather concreting, and be cured on job site under same conditions as the concrete in represents.

2. Slump Test – ASTM C-143
   a. Minimum of one (1) slump test shall be taken for each set of test cylinders taken.

1.04 SUBMITTALS

A. Test reports of concrete compression, yield, air content, and slump tests.

B. Certificates

1. Manufacturer's certification that materials meet specification requirements.
2. Material content per cubic yard of each class of concrete furnished.

   a. Dry weights of cement

b. Saturated surface-dried weights of fine and coarse aggregate
c. Quantities, type, and name of admixtures
d. Weight of water

3. Ready-mix delivery tickets, ASTM C-94

C. Shop Drawings

1. Show sizes and dimensions for fabrication and placing of wire mesh or reinforcing steel and bar supports.

2. Indicate bar schedules, stirrup spacing, and diagrams of bend bars.

3. Detail items of form systems affecting appearance of architectural concrete surfaces such as joints, tie holes, liners, patterns, and textures. Show items in relation to entire form system.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver reinforcement to project site in bundles marked with metal tags indicating bar size and length.
B. Handle and store materials to prevent contamination.

1.06 PROJECT CONDITIONS

A. Allowable concrete temperatures

1. Hot Weather: Maximum 90°F as per ASTM C-94

B. Do not place concrete during rain, unless protection is provided.

PART 2- MATERIALS

2.01 READY-MIXED CONCRETE

A. Cement

1. ASTM C-150, Normal Type 1

B. Admixtures

1. Air entraining: ASTM C-260-77
2. Water –Reducing: ASTM C494-82, Type A
3. Water-Reducing and Retarding: ASTM C494-92, Type D
4. Do not use calcium chloride or admixtures containing more than one percent (1%) chloride ions.

C. Coarse Aggregate

1. Not less than 50% clean, hard, crushed, stone conforming to requirements of Table 2, size number 467 ASTM C-33.

D. Slump 3-inch maximum; plus tolerance 0, minus tolerance 1 inch.

E. Air Content: 5%, +/- 1%

F. Mix Proportioning

1. 28-day compressive strength of moist cured laboratory samples 3,500 PSI.
2. Minimum cement content five stacks/cubic yard.

G. Curing Material: Liquid membrane, ASTM C-309, Type 1

H. Clear Sealer

1. Clear as manufactured by Guardian Chemical Company, or approved equal.

I. Mixes

1. ASTM C-94
2. Mix concrete only in quantities for immediate use.
3. Do not retemper or use set concrete.

2.02 REINFORCEMENT

A. Reinforcing Steel Bars

4. 60 PSI yield strength; deformed billet steel bars; ASTM A-615, plain finish

B. Tie Wire

1. FS QQ-Wj-461-G, annealed steel, black, 16ga minimum.

C. Bar Supports

1. Conform at "Bar Support Specifications", CRSI Manual of Standard Practice.

2.03 FORMWORK AND ACESSORIES

A. Formwork: Matched tight fitting and adequately stiffened to support weight of concrete without deflection, detrimental to tolerance and appearance of concrete, conform with ACI 347, Chapter 3, Material and Form Work.

B. Lumber

1. Softwood framing lumber: kiln dried, PS-20.
2. Boards less than 1.5 inch thick and 2 inch used for basic forms and form liners: Kiln dried.
3. Grade-marked by grading rules agency approved by American Lumber Standards Committee.
4. Light framing or studs for board or plywood forms, 2-inch to 4-inch width and thickness Construction Standard grade.
5. Boards for basic forms Construction Standard grade.
6. Board surface: smooth.

C. Plywood

1. Exterior type softwood plywood, PS 1-66.
2. Each panel stamped or branded indicating veneer grades, species, type, and identification.
3. Wood faced plywood for architectural concrete surfaces.
   a. Panel veneer grades: B-C.
   b. Mill-oiled sides and mill sealed edges of panels.

D. Ties

1. Material: stainless steel
2. Type: snap ties
3. Depth or break back: 1 inch
4. Maimum diameter: ¼ inch

E. Form Coatings

1. Non-staining type
2. Agent: pine oil derivative

2.04 WATER

A. Clean and potable.

2.05 GROUT

A. Non-Shrink Grout

1. Premixed, nonferrous, cementitious mixture with a 28-day strength of at least 6,000 PSI. Mixtures to be placed in excess of a one-inch (1") thickness may include 3/8" pea gravel.

2.06 EXPANSION JOINT

A. Joint Material: Joint sealer is to be gray Sonolastic SLI, manufactured by Rexword Chemical Products, Inc., Minneapolis, MN or approved equal.

PART 3- EXECUTION

3.01 BARRICADES

A. Provide temporary barricades around areas of operation and maintain until work under this section is completed and approved.

B. Install temporary traffic, markers, signals, and signs to:

1. Eliminate potential hazardous conditions.

2. Maintain adequate traffic patterns free of conflict with work under this contract.

3.02 PREPARATION OF SUBGRADE

A. Bring subgrade to required elevations. The finished subgrade shall be maintained in a smooth compact condition and any areas which are disturbed prior to placing of the concrete shall be restored at the Contractor's expense. The subgrade shall be moist at the time the concrete is placed. Water shall be uniformly applied ahead of the pouring operations as directed by the Owner's representative. Debris and obstruction shall be removed to a minimum depth of 6 inches (6") below the finished subgrade elevation, and the space shall be back filled with sand, base course material, or other suitable material which shall be thoroughly compacted by rolling or tamping.

B. Fill soft spots and hollows with additional fill. The subgrade shall be accurately trimmed to the required elevation with a ¼ inch tolerance. High areas shall be trimmed to proper elevation. Low areas may be filled with suitable material and compacted to the specified density or filled with concrete integrally with the placing of the pavement

C. Level and compact subgrade to receive rock base for concrete walks, curbs, and gutters, to 98% compaction per AASHTO T-180.

3.03 FORMWORK

A. Design, construct, and remove for safety of formwork and shoring.

B. Provide forms to shape, lines, and dimensions of members shown: substantial tight enough to prevent leakage, and properly braced or tied to maintain position and size, and form sides and bottoms of members.

C. Fill voids of plywood joints with sealant and tool smooth.

D. Form vertical surfaces to fill depth and securely position to required lines and levels. Do not place form ties to pass through concrete.

E. Arrange and assemble formwork to permit easy dismantling and stripping, and to prevent damage to concrete formwork removal.

3.04 REINFORCING

A. Reinforce concrete walks, curbs, and gutters as shown on the plans and details. Allow for minimum 2 inch concrete cover.

B. Do not extend reinforcing through expansion and contraction joints. Provide doweled joint through expansion and contraction joints, with one end of dowels fitting with capping sleeve to allow free movement.

3.05 FORMING EXPANSION AND CONTRACTION JOINTS

A. Place expansion joints as shown on the drawings (approximately 30' O.C. spacing) and contraction joints as shown on the drawings (approximately 5' O.C.). Where curbs abut walks, make joints coincide. When sidewalks abut building, provide continuous joint filler.

B. Fit joints with filler of required profiles, set perpendicular to longitudinal axis of walks, curbs, and gutters. Recess ½ inch below finished concrete surface.

3.06 INSPECTION

A. Assure that excavation and formwork are completed and excess water is removed.

B. Check that reinforcement is secured in placed.

C. Verify that expansion joint material, anchors, and other embedded items are secured in position.

3.07 PREPARATIION FOR POURS

A. Notify the Owner and other inspectors at least 24 hours prior to inspection.

B. Equipment forms and reinforcing shall be clean and wet down, reinforcing firmly secured in place, runways set up and not resting on or displaying reinforcing.

3.08 PLACING CONCRETE

A. Mixing and conveying shall be as per ASTM C-94 and as follows:

1. Maximum elapsed time from addition of water to placing in forms – 90 minutes (total mixing time). Do not place partially hardened concrete.

2. Concrete handled and placed by methods which keep concrete plastic, prevent separation of materials, and do not displace reinforcement.

B. Deposit as close as possible to final position to avoid segregation of materials. Restrict drop to 3-foot maximum (less for exposed concrete), using tremie if necessary. Do not allow concrete to spill over forms when placing. Use shovels for hand spreading, not rakes. The concrete shall be distributed on the subgrade to such depth that, when it is consolidated and finished, the thickness required by the drawings will be obtained at all points and the surface will at no point be below the grade specified for the finished surface. The concrete shall be deposited on the subgrade in a manner which will require as little re-handling as possible. Placing of the concrete shall be continuous between transverse joints, without the use of intermediate bulkheads.

1. Compact by mechanical vibration to thoroughly work around reinforcing and eliminate honeycomb.

C. Place concrete in accordance with ACI 301.

D. Hot Weather Placement: ACI 301

E. Cold Weather Placement: ACI 301.

F. Space concrete around gangs of parallel conduit.

G. Ensure reinforcement, inserts, embedded parts, and formed joints are not disturbed during concrete placement.

H. Maintain concrete cover around reinforcing as follows:

Item	Coverage
Walls (exposed to weather to backfill)	2 inch
Footing and Concrete Formed Against Each	3 inch
Slabs on Fill	2 Inch

Do not place concrete within 25 feet (25') of workmen who are placing or securing reinforcing.

I. Place concrete continuously between predetermined construction and control joints. Do not break or interrupt successive pours such that cold joints occur.

J. Separate exterior slabs on fill from vertical surfaces with joint filler. Extend joint filler from bottom of slab to within ½ inch of finished slab surface.

K. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Owner's Representative upon discovery.

L. Bond joint between hardened and fresh concrete as follows: roughen surface, clean off foreign matter and laitance, and dampen with water.

M. Round edges, including edges of expansion and contraction joints, with ½ inch radius edging tool.

N. Where concrete curbs are adjacent to pavement slabs, make concrete curbs and gutters integral with slabs. Make expansion and contraction joints of curbs coincide with slab joints.

O. Do not vary finished surfaces from true lines, levels, or grade by more than 1/8 inch in 10 feet when measured with straightedge.

P. Apply curing compound on finished surfaces immediately after placement. Apply in accordance with manufacturer's recommendations.

Q. Saw cutting will not be permitted.

R. Striking-Off, Consolidating and Finishing Concrete: Immediately after placing, the concrete shall be struck off, consolidated and finished, to produce a finished product conforming to the cross section, width and surface finish required by the Drawings and Specifications.

S. Contraction Joints: Provide contraction joints, sectioning concrete into areas as shown on the Drawings. Construction joints for a depth equal to at least ¼ concrete thickness, as follows:

1. Tooled Joints: Form joints in fresh concrete by grooving top portion with a recommended cutting tool and finishing edges with jointer.

2. Sawed Joints: If required, form joints using powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into hardened concrete as soon (no more than 12 hours) as surface will not be torn, abraded, or otherwise damaged by cutting action.

3. Contraction joints shall be placed at intervals equal to the width of the slab for walks; intervals shall not exceed 10 feet.

4. Contraction joints from concrete banding shall be at 10 foot intervals.

3.09 CONCRETE FINISHING

A. Unexposed concrete work shall be patched and repaired immediately after removal of forms.

1. Cut off metal ties a minimum of one inch (1") back from surface on concrete.

2. Moderate honeycomb cut out of prepared for patching. Severe honeycomb with exposed steel reinforcing is to be removed and replaced.

3. Wet areas for patching and pack carefully with rich mortar rubbed to match surface.

B. Provide concrete surfaces to be left exposed, walls, columns, beams, with smooth rubbed finish.

C. Concrete work cross slope shall be 1% minimum/ 2% maximum. Longitudinal sloping shall meet current ADA requirements.

D. Exposed concrete work shall be patched and repaired as accepted by Owner's Representative after consultation. Patching and rubbing will be kept to a minimum if possible, but when necessary will be done with great care to obtain maximum degree of matching in color and texture to adjacent finished concrete surfaces.

E. Monolithic finish using care to obtain a level of surface; floors out of level or with variation greater than 1/8 inch to 10 feet shall be corrected.

F. All finishes shall be as called for on the drawings.

G. Concrete Finishes:

1. After striking-off and consolidating concrete, smooth the surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjust the floating to compact the surface and produce a uniform texture. The use of additional water will be prohibited in all phases of the finishing.

2. After floating, test surface for trueness with a 10 foot straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.

3. Work edges of gutters, back top edge to curb, score lines and formed joints with an edging tool and round to ½" radius, unless otherwise indicated. Eliminate any tool marks on concrete surface.

4. After completion of floating, and when excess moisture or surface sheen has disappeared, complete surface finishing.

5. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas on exposed banding. Remove and replace areas or sections with major defects.

H. General: Construction expansion, contraction, and construction joints true-to-line with face perpendicular to surface of the concrete, unless otherwise indicated. Construct transverse joints at right angles to the centerline, unless otherwise indicated.

I. Curing:

1. After the finishing operations have been completed and as soon as the concrete has hardened sufficiently that marring of the surface will not occur, the entire surface and the edges of the newly placed

concrete shall be water cured by misting or covering with a double thickness of burlap, cotton mats, or other approved material kept thoroughly saturated with water.

2. The forms shall be kept wet until removed and upon removal, the curing specified herein shall be started immediately.

3. Concrete shall be cured for a period of 7 days for normal Portland cement or 4 days for high early strength cement.

4. Concrete poured in the dry shall not be submerged until it has attained sufficient strength to adequately sustain the stress involved, nor shall it be subjected to flowing water across the surface for 4 days.

5. Curing for stand gray work after finishing, cure concrete by keeping moist for one (1) week after placement. Floors and vertical surfaces may be sprayed with an approved curing compound to retard evaporation of water, if spraying is not objectionable because of future finishing requirements. Begin curing operations as soon as the concrete has attained its initial set. Keep exposed concrete surface moist for at least one (1) week.

3.10 CONCRETE PATCHING AND REPAIRS

A. General

1. Do not patch until concrete has been reviewed by Owner's Representative. Repair surface defects, including tie holes, immediately after form removal. Dampen the area to be patched and an area at least six inches (6") wide surrounding it to prevent absorption of water from the patching mortar.

B. Removal of Defective Concrete

1. Remove all honeycombed and other defective concrete down to sound concrete. Cut edges perpendicular to the surface and cut back from true line a minimum of one inch (1") over the entire area. Avoid feathered edges.

C. Bonding Grout

1. Thoroughly dampen surfaces to be patched and apply a coat of bonding grout brushed into the surface. Prepare grout of one part cement to one part fine sand passing a No. 30 sieve and to the consistency of thick cream.

D. Patching Mortar

1. Make the patching mortar of the same materials and of approximately the same proportions used for the concrete, except omit the coarse aggregate and make the mortar of not more than one (1) part of cement to two and one-half (2.5) parts sand by damp loose volume. Add no more mixing water than necessary for handling and placing. Mix the patching mortar in advance to allow to stand with frequent manipulation with a trowel, without the addition of water, until it has achieved the stiffest consistency that will permit placing.

E. Placing Patching Mortar

1. After the bonding grout begins to lose its water sheen, apply the patching mortar. Thoroughly consolidate patching mortar into place and strike off so as to leave the patch slightly higher than the surrounding surface. Leave undisturbed for one (1) hour to permit initial shrinkage and then finish.

F. Accomplish all repairs in such a manner that the completed surface will conform to the finish requirements of the specification using methods that will not disturb the bond or cause sagging or horizontal fractures. Provide surfaces of said repairs with the same din and amount of curing treatment as required for the concrete in the unrepaired section.

G. Tie Holes

1. After being cleaned and thoroughly dampened, fill the tie holes solid with patching mortar.

H. Temperature and Shrinkage Cracks

1. Repair temperature and shrinkage cracks which develop prior to final acceptance of the work.

I. Major Defective Areas

1. If the defects are serious or affect the strength of the structure, or if patching does not satisfactorily restore the quality and appearance to the surface, the Owner's representative may require the concrete to be removed and replaced complete in accordance with the provisions of this section. This shall be done at no additional cost to the Owner.

3.11 DEFECTIVE CONCRETE

A. Modify or replace concrete not conforming to required levels and lines, details, and elevations.

B. Repair or replace concrete not properly placed or of the specified type.

3.12 FIELD QUALITY CONCRETE

A. Field inspection and testing will be performed in accordance with Section 01400, Testing and Inspection.

B. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.13 PROTECTION

A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

C. During curing period, protect concrete from damaging mechanical disturbances, water flow, loading, shock, and vibration.

3.14 CLEAN-UP

A. Remove debris and excess material immediately from project site.

B. Take down barricades and temporary traffic markers, signals, and signs only after work included in this section is finished and inspected.

C. Leave project area neat, orderly, and free of any hazardous conditions.

END OF SECTION

SECTION 02751

PREPARATORY CLEANING AND ROOT REMOVAL

PART 1 -- GENERAL

1.01 SCOPE

A. This Section covers the preparatory cleaning of storm sewer lines and manholes as needed prior to the internal survey of the storm sewer lines by closed-circuit television. It also covers the preparatory cleaning and root removal from storm sewer lines and the cleaning of manholes/inlets prior to rehabilitation. The Contractor shall furnish all necessary material, labor, equipment and services required for cleaning the specific sewer lines.

1.02 GENERAL

A. Storm Sewer Line Cleaning: The intent of pipe line cleaning is to remove foreign materials from the lines and restore the pipe to a minimum of 95% of the original carrying capacity or as required for proper seating of internal pipe joint sealing packers. Since the success of other phases of work depends a great deal on the cleanliness of the lines, the importance of this phase of the operation is emphasized. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, they should be brought to the Owner's attention immediately, so that a determination may be made as to whether or not the Contractor will be required to clean those specific sections. If, in the course of normal cleaning operations, damage does result from preexisting and unforeseen conditions such as broken pipe, the Contractor shall immediately contact the Owner. Damage caused by the Contractor's negligence shall be repaired or replaced at the Contractor's expense.

B. Manhole/Inlet Cleaning: All concrete and masonry surfaces must be cleaned prior to repair. Grease, laitance, loose bricks, mortar, unsound concrete, and other materials must be completely removed. Water blasting (minimum 3500 psi) utilizing proper nozzles shall be the primary method of cleaning; however, other methods such as wet or dry sandblasting, acid wash, concrete cleaners, degreasers or mechanical means may be required to properly clean the surface. Surfaces on which these other methods are used shall be thoroughly rinsed, scrubbed, and neutralized to remove cleaning agents and their reactant products.

1.03 HYDRAULIC CLEANING EQUIPMENT

A. Hydraulically Propelled Equipment: The equipment used shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the storm sewer. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of debris. If sewer cleaning balls or other equipment which cannot be collapsed are used, special precautions to prevent flooding of the storm sewers and public or private property shall be taken.

B. High-Velocity Jet (Hydrocleaning) Equipment: All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection

3.05 CHEMICAL ROOT TREATMENT

A. To aid in the removal of roots, pipe sections that have root intrusion may be treated with an acceptable herbicide. The application of the herbicide to the roots shall be done in accordance with the manufacturer's recommendations and specifications in such a manner to preclude damage to surrounding vegetation. Any damaged vegetation so designated by the Engineer shall be replaced by the Contractor at no additional cost to the Owner. All safety precautions as recommended by the manufacturer shall be adhered to concerning handling and application of the herbicide.

B. Use of herbicide for root treatment, shall not be permitted in those areas or in such a manner that chemicals are discharged into tidal waters. Prior to the use of root treatment chemicals. The Contractor must provide a plan to assure herbicides will not be introduced into waters of the State or other sensitive areas in such quantity or concentration to cause damage to the estuarine environment.

3.06 ROOT REMOVAL

A. Roots shall be removed in the designated sections and manholes where root intrusion is indicated on the work order. Special attention should be exercised during the cleaning operation to assure almost complete removal of roots from the joints. Any roots which could prevent the traveling of the packer or could prevent the proper application of chemical sealants, or could prevent the proper seating and application of cured-in-place, fold-and-formed or sectional cured-in-place liners, shall be removed. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners. Chemical root treatment may be used before the root removal operation. Contractor shall capture and remove all roots from the line.

3.07 ACCEPTANCE OF CLEANING OPERATION

A. Acceptance of storm sewer line cleaning shall be made upon the successful completion of the television survey and shall be to the satisfaction of the Owner. If television survey shows the cleaning to be unsatisfactory, the Contractor shall be required to reclean and reinspect the storm sewer line until the cleaning is shown to be satisfactory. In areas where television survey is not performed, the Owner may require the Contractor to pull a double squeegee (with each squeegee the same diameter as the sewer) through each pipe section as evidence of adequate cleaning. If internal sealing is to follow the television survey, particular attention should be given to the adequacy of the cleaning to insure that proper seating of the sealing packer can be achieved.

B. In addition, on all those lines which have sags or dips, to an extent that the television camera lens becomes submerged for three (3) or more feet during the television inspection, the Contractor shall pull double squeegee and/or sponges through the line in order to remove the water from those dips or sags. Water removal through squeegees and/or sponges shall be performed until the television camera lens will not longer be submerged. This requirement may be waived by the Owner if the water in which the camera lens is submerged, is clear enough to allow the identification of pipe defects, cracks, holes and location of service taps.

- END OF SECTION -

SECTION 02752

STORMWATER FLOW CONTROL

PART 1 -- GENERAL

1.01 SCOPE OF WORK

A. The work specified in this Section includes all labor, materials, accessories, equipment and tools for performing all operations required to bypass pump stormwater (or infiltrating groundwater) around a manhole or sewer section in which work is to be performed. The Contractor shall be prepared to bypass pump water as a part of his operations.

B. The Contractor shall provide all pumps, piping, and other equipment to accomplish this task; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to equal or better condition to the satisfaction of the Engineer.

1.02 GENERAL

A. When sewer line flows at the upstream manhole of the manhole section being repaired are above the maximum allowable requirements for television survey, or do not allow the proper sewer or manhole repair, the flows shall be reduced to the levels indicated by the Contractor pumping/bypassing of the flows as acceptable to the Engineer.

B. In some applications, the flow may be plugged and contained within the capacity of the collection system. This shall only be done when it has been determined the system can accommodate the surcharging without any adverse impact.

C. For the initial television survey, before and after a lining is installed, the storm sewer line shall be blocked completely. No flow, except infiltration/inflow, will be allowed through the respective sewer line being televised on the pre-repair television survey, and the post repair television survey.

D. For all other television surveys, including warranty surveys and joint testing and sealing, the depth of flow within the storm sewer shall not exceed that shown below for the respective pipe sizes as measured in the manhole.

1. Maximum Depth of Flow ..... Television Survey

   6" - 10" Pipe ..... 20% of pipe diameter

   12" - 24" Pipe ..... 25% of pipe diameter

   Above 24" Pipe ..... 30% of pipe diameter

2. Maximum Depth of Flow ..... Joint Testing/Sealing

   6" - 12" Pipe ..... 25% of pipe diameter

   15" - 24" Pipe ..... 30% of pipe diameter

Above 24" Pipe ..... 35% of pipe diameter

E. When sewer line flows at the upstream manhole of the line being repaired, in the opinion of the Engineer, are too excessive to plug while the rehabilitation is being performed; the Contractor shall submit a written plan and pump/bypass the flow as acceptable to the Engineer.

1.03 SUBMITTALS

A. The Contractor shall submit complete, detailed plans for this aspect of the work to the Engineer for review.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION

3.01 PLUGGING AND BLOCKING

A. A sewer line plug shall be inserted into the line at a manhole upstream from the section being surveyed or repaired. The plug shall be so designed that all or any portion of the operation flows can be released. During the survey portion of the operation, flows shall be shut off or reduced to within the maximum flow limits specified. During repairs, the flows shall be shut off or pumped / bypassed, as acceptable to the Engineer. After the work tasks have been completed, flows shall be restored to normal.

3.02 PUMPING AND BYPASSING

A. When pumping/bypassing is required, as determined by the Engineer, the Contractor will supply the necessary pumps, conduits and other equipment to divert the flow of water around the section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flows plus additional flow that may occur during periods of rain storms. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. A "setup" consists of the necessary pumps, conduits and other equipment to divert the flow of water around a section, from the start to finish of work performed in the section.

B. Pumps and equipment shall be continuously monitored by a maintenance person capable of starting, stopping, refueling and maintaining these pumps during the rehabilitation. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum.

3.03 FLOW CONTROL PRECAUTIONS

A. Pumps: Any sump pumps, bypass pumps, trash pumps or any other type pump which pulls water or any type of material out of the manhole or storm sewer shall discharge this material into another manhole, or appropriate vehicle or container acceptable to the Engineer. Under no circumstances shall this material be discharged, stored or deposited on the ground, swale, road or open environment.

B. Traffic Control: The Contractor shall take appropriate steps to ensure that all pumps, piping and hoses that carry raw storm water are protected from traffic. Traffic control shall be performed in accordance with Section 01570 - Traffic Regulation and Maintenance of Traffic.

- END OF SECTION -

SECTION 02753

TELEVISION SURVEY

PART 1 -- GENERAL

1.01 SCOPE

A. The work consists of furnishing all labor, materials, accessories, equipment, tools, transportation, services and technical competence for performing all operations required to execute the internal closed circuit television survey to inspect the entire barrel of storm sewers up to 66 inches in diameter.

B. The survey shall show all defects and determine amount of infiltration entering the storm sewer system.

1.02 GENERAL

A. After cleaning as specified in Section 02751- Preparatory Cleaning and Root Removal, and before and after rehabilitation operation/replacement work, the pipe sections shall be visually surveyed by means of closed-circuit television in the presence of the Engineer. The survey shall be performed one inlet to inlet section at a time and the flow in the section being surveyed shall be suitably controlled.

B. Pre- and post-construction survey video recordings shall be delivered to the Engineer (with sections included clearly identified), accompanied with the corresponding work order, and pre- and post-TV log, for each storm sewer line surveyed.

1.03 EQUIPMENT

A. The television camera used for the survey shall be one specifically designed and constructed for such survey and shall be of the pan and tilt type. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing a minimum 700 line resolution color video picture. The Contractor shall maintain camera in clear focus at all times. Picture quality and definition shall be to the satisfaction of the Engineer; and if unsatisfactory, equipment shall be removed and replaced with adequate equipment.

B. The video camera shall include a titler feature capable of showing on the tape the following information:

1. City and State
2. Date
3. Contractor's Name
4. Line Size

5. Inlet Identification (both inlets)

6. On-going Footage Counter

1.04 SUBMITTALS

A. Prior to performing a television survey for the work orders, the Contractor shall submit shop drawings and other information reasonably requested by the Owner or Engineer. The Contractor's submittals shall include a DVD with a sample of the video titles to be used, along with a sample of the television survey log to be used.

PART 2 -- PRODUCTS

2.01 VIDEO RECORDING

A. DVD shall be supplied for all television surveys.

B. All taping shall be performed at a minimum of 720x480 Progressive scan resolution. All DVDs shall be submitted to the Engineer and will become the property of the Owner.

C. Format to be MPEG2.

2.02 VIDEO LOGS

A. Video reports or logs are to be neat and completely filled out and submitted to the Engineer along with the DVD.

PART 3 -- EXECUTION

3.01 PRECONSTRUCTION SURVEY

A. Procedure

1. Prior to any repair work, the entire storm sewer line (from inlet to inlet/manhole to manhole) shall be televised. The camera shall be placed at the center of the inlet and recording shall commence prior to entering the pipe. The Contractor shall show the inside of the manhole walls and the pipe connection to the wall at both the upstream and downstream inlet/manhole.

2. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the pipe's condition. In no case shall the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the pipe conditions may be used to move the camera through the pipe. If the camera is being pulled through the pipe by a hydraulic cleaning unit hose the cleaning nozzle shall be located a minimum of eight (8) feet away from the camera to allow a clear, unobstructed view. A jet nozzle shall be used in front of camera while televising through a dip to draft out water. If, during the survey operation, the

television camera will not pass through the entire inlet section, the Contractor shall set up his equipment so that the survey can be performed from the opposite inlet.

3. Whenever nonremote powered and controlled winches are used to pull the television camera through the line, telephones or other suitable means of communication shall be set up between the two manholes/inlets of the section being surveyed to insure good communication between members of the crew.

4. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpolation for depth of inlets, will not be allowed. Measurement meters shall be accurate to tenths of a foot over the length of the section being surveyed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device. Inlet numbers and linear footage shall be shown on screen during taping.

5. Movement of the television camera shall be temporarily halted for a minimum of ten seconds at each visible point source of separation, infiltration or inflow until the leakage rate from that source is quantified or the magnitude of the defect is estimated. The camera shall be stopped at all lateral connections, which shall be inspected with the pan and tilt camera.

B. Field Documentation

1. Television Survey Logs: Printed location records shall be kept by the Contractor and will clearly show the location in relation to an adjacent inlet of each infiltration point observed during survey. Upstream footage (0) and downstream footage (i.e., 250) shall be shown on the log. In addition, other points of significance such as locations of building connections, unusual conditions, roots, sewer connections, broken pipe, presence of scale and corrosion, and other discernible features will be recorded and a copy of such records will be supplied to the Engineer. The Contractor shall measure the depth of the upstream and downstream inlets. Measurements shall be from the invert of the pipe televised to the top of the manhole rim and shall be recorded on the survey log.

2. Photographs: Instant developing, 35 mm, or other standard-size photographs of the television picture of problems shall be taken by the Contractor upon request of the Engineer.

3. Video Recordings: The purpose of video recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed. Video recording playback shall be at the same speed that it was recorded. Slow motion or stop motion playback features shall be supplied by the Contractor. Once recorded, the information becomes property of the Owner. The Contractor shall have all recordings and necessary playback equipment readily accessible for review by the Owner during the Project.

4. Audio: All recordings shall have audio record. As a preamble, at the beginning of the video, the Contractor shall state the following: (Contractor's Name) is performing a pre/post TV survey for the Town of Jupiter Storm Sewer System". State date, time, operator's name, area/location, upstream inlet/manhole number to downstream inlet/manhole number, pipe size and material, upstream manhole depth, and TV

survey will be from up- to downstream, or down- to upstream. The Contractor shall verbally state station and position of all laterals and defects. At the end of each line, state: End of line, upstream number to downstream inlet number, and total linear footage.

3.02 POST CONSTRUCTION SURVEY

A. Procedure

1. The same procedures shall be used as indicated in Section 3.01 PRECONSTRUCTION SURVEY.

2. In addition, the Contractor shall stop camera at all point repairs and sectional repairs and inspect entire repaired pipe section.

3. The Contractor shall invert white foreground to black as needed in the line section with light background.

B. Documentation

1. The same documentation shall be provided as indicated in Section 3.01 PRECONSTRUCTION SURVEY.

- END OF SECTION -

SECTION 02754

STORM SEWER INLETS AND MANHOLES

PART 1 -- GENERAL

1.01 SCOPE

A. The work specified in this Section includes all labor, materials, accessories, equipment and tools necessary to install and test precast concrete inlets and manholes, with or without outside drop connections. Inlets and manholes shall be located on existing storm sewer line segments or at intersection ("T") of existing storm sewer lines.

1.02 SUBMITTALS

A. The Contractor shall submit Shop Drawings and other information for review in accordance with Section 01300 - Submittals, including: dimensions; elevations; dewatering, sheeting and bracing plans; cement type; concrete strength; reinforcement; lifting hooks; joint material; openings; castings; and other applicable information.

1.03 UPLIFT

A. All precast concrete inlets and manholes placed below grade shall have adequate safety factors against uplift (excluding weight of soil and associated skin friction) as follows:

Water Elevation	Safety Factor
High water level (H.W.L)	1.5
100 year flood	1.2

PART 2 -- PRODUCTS

2.01 FRAMES AND COVERS

A. All workmanship and materials shall be of the highest quality. Inlets, grates, frames, manholes rings, and cover shall be the product of a manufacturer actively engaged in research, development, and manufacturing of inlets and manholes rings and covers.

B. Frames and covers shall be U.S. Foundry No. 230-AB-M or equal. Inlets and manholes cover shall have the word "STORM SEWER" cast into the metal per Jupiter Stormwater Construction Standards and Details.

C. Inlets and manhole chimneys shall be constructed with Type II Portland Cement conforming to ASTM C 150 and sewer brick. The bricks used shall be best quality, hard burned sewer brick, regular and uniform in size and shape. They shall be of compact texture and shall not absorb more than 16 percent by volume of water after 24 hours of immersion. The brick shall conform to ASTM Designation C 32. If grade rings are to be used for chimneys, the Contractor must submit a shop drawing for review according to Section 01300 - Submittals.

2.02 PRECAST INLETS AND MANHOLES

A. Precast concrete inlets and manholes or sections (hereinafter referred to as "precast sections") shall be furnished with waterstops, sleeves and openings as necessary described in the work order. Box out for wall pipes shall conform accurately to the sizes and elevations of the adjoining pipes. Precast sections shall be watertight and conform to the requirements of ASTM C 478 with reinforcement of ASTM A 615, Grade 60 bars and the following modifications there to:

1. The minimum wall thickness shall be 8 inches.

2. Cement to be used in precast inlets and manholes and grout shall be ASTM C 150, Type II.

3. The date and name of manufacturer shall be marked inside each precast sections.

4. No more than 2 lift holes may be cast or drilled in each section.

5. Minimum 28-day concrete strength shall be 4000 psi.

2.03 MANUFACTURER

A. Inlets and manholes structure and liner shall be manufactured by U.S. Precast Corporation, or equal.

2.04 GASKETS AND FINISH

A. The joint sealing shall be Ram-Neck, a preformed, cold-applied, ready to use plastic joint sealing gasket as supplied by K.T.Snyder Company, or equal.

B. Finish for outside of new concrete inlets and manholes sections shall be Kop-Coat 300M Coal Tar Epoxy or equal.

PART 3 -- EXECUTION

3.01 PREPARATION

A. Traffic Control: The Contractor is required to obtain all permits, use appropriate traffic regulating devices, notify all appropriate governmental agencies and conform to all the requirements listed in Section 01570 - Traffic Regulation and Maintenance of Traffic.

B. Flow Control: Flow control shall be exercised as required.

1. Plugging and Blocking of Flow: A pipe line plug shall be inserted into the line at inlets and manholes upstream from the section to be inspected. The plug shall be so designed that all or any portion of the flows can be released. During the inspection, testing and replacement portion of the construction, flows shall be shut off or substantially reduced as indicated by the Engineer. The upstream inlets and manholes shall be constantly monitored for degree of surcharging. After the testing,

inspection or repair is complete, flows shall be restored to normal. See Section 02750 - Stormwater Flow Control for additional information.

2. Pumping and Bypassing of Flow: Wherever lines are blocked off and the possibility of backing up the water and causing harm to public and private property is foreseen, it shall be the Contractor's responsibility to bypass flow from inlets and manholes.

3. Bypassing shall be accomplished using sewer plugs with pump connections, by pumping down surcharged inlets and manholes, or by other methods acceptable to the Engineer. Bypassed flow shall not be allowed to enter any sanitary sewer line. See Section 02750 - Stormwater Flow Control for additional information.

4. During a bypass operation, the pump shall be manned continuously. The Contractor shall maintain the pump and bypass equipment and shall be responsible for any damages to public or private property due to the malfunction of same.

3.02 EXCAVATION AND BACKFILL

A. The Contractor shall excavate and backfill in accordance with Section 02222 - Excavation and Backfill for Utilities. Under no circumstances shall the Contractor be allowed to remove concrete or asphalt without prior cutting. The saw cutting shall be deep enough to produce an even, straight cut. Backfilling shall occur in 12-inch lifts with compaction by an engine driven hand tamp or other mechanical means as acceptable to the Engineer. Compaction shall be as specified in Article 3.07 of Section 02222; backfill material shall be as specified in Article 3.06 of Section 02222.

3.03 DEWATERING, SHEETING AND BRACING

A. The Contractor shall dewater, sheet and or brace all excavations in accordance with Section 02222 - Excavation and Backfill for Utilities. Well points, pumps, sheeting, bracing and/or sock drain shall be used to provide a safe, dry, open hole for all repairs or replacements specified herein.

3.04 NEW INLET AND MANHOLE CONSTRUCTION

A. General:

1. At the locations indicated by the Engineer, the Contractor shall excavate and locate the existing piping in order to obtain the relative elevations of existing sanitary sewer pipes with respect to ground surface elevation. Excavation shall be non-disruptive and non-destructive soil extraction as provided by Accurate Locating, Inc. or equal. After all measurements have been obtained, the excavated hole shall be backfilled and surface shall be restored to its original condition. Excavation and measurements shall be witnessed by the Engineer.

2. The pipe connections shall be cut to 2 to 3 feet outside the existing inlets and manholes exterior wall. Proper dewatering sheeting and bracing of the hole is critical; no inlets and manholes shall be allowed to be installed in an unsafe or wet hole.

B. Bedding Requirements: The Contractor shall excavate an additional 6 inches (min) below the base of the inlet or manhole and fill with "Crushed Stone" as defined in Section 02222 - Excavation and Backfill for Utilities and shown in the Details. The Contractor shall also use this crushed stone for bedding of all the pipe connections. No excavated fill shall be allowed in the hole until all connections are complete and proper bedding requirements have been met.

C. Setting Precast Sections

1. Precast reinforced concrete sections shall be set so as to be vertical and with sections in true alignment. A flexible, watertight gasket such as "Ram-Nek" or equal shall be used between sections.

2. The annulus at sewer pipe connections to inlets and manholes shall be clay brick and Portland cement type II mortar in accordance with Town of Jupiter Stormwater Construction Standards and Details.

3. All holes in sections, used for their handling, shall be thoroughly plugged with mortar. All seams, keyways, and pipe connections shall be thoroughly plugged with brick and mortar inside and out as needed. The mortar shall be hammered into the holes until it is dense and an excess of paste appears on the surface; then finished smooth and flush with the adjoining surfaces.

4. The Invert Elevations that were surveyed by the Contractor prior to inlets and manholes construction shall be used to install the inverts in the new inlets and manholes. The inverts shall be resurveyed and submitted to the Engineer for as-built purposes.

D. Finish:The outside of the precast sections shall be finished in accordance with the following:

Application	Description	DFT
Primary – 1 coat	Kop-Coat 300M Coal Tar Epoxy or equal	6 – 8
Second – 1 coat	Kop-Coat 300M Coal Tar Epoxy or equal	8 - 10

E. Backfill: The backfill shall be compacted; road subgrade (if in paved area) shall be replaced with acceptable material and compacted as specified in Section 02500 - Surface Restoration.

3.09 DISPOSAL

A. All excavated material such as pipe sections, concrete, debris or any other items excavated shall become property of the Contractor. The Contractor shall take full responsibility for proper disposal and include the cost in the appropriate bid items.

3.10 SURFACE RESTORATION

A. All surface restoration shall be in accordance with Section 02500 - Surface Restoration. Pavement, concrete, sod or any other surface items shall be replaced in equal or better condition then prior to repair.

3.11 TESTING

A. After construction or replacement work at each inlets and manholes has been completed and the materials used have been allowed to cure; it shall be tested for excess infiltration by the Contractor in the presence of the Engineer. THERE SHALL BE NO VISIBLE INFILTRATION. All inlets and manholes must meet this requirement before acceptance by the Owner.

- END OF SECTION -

SECTION 02757

POINT REPAIR OF STORM SEWERS

PART 1 -- GENERAL

1.01 SCOPE

A. The work specified in this Section includes repairs to sections or segments (up to 15 feet) of existing storm sewers, mains or service lines, which require excavation from the surface to accurately locate sources of infiltration or inflow and to eliminate them by making necessary repairs.

1.02 GENERAL

A. Reference is made to Division 15, "Mechanical". Methods, procedures and requirements are similar when sections of existing pipe have been crushed, cracked, or settled, or have holes in them and are to be replaced with new pipe. Generally, point repairs are made at specific locations and involve relatively short lengths of pipe or fittings (up to 15 feet) which are to be repaired or replaced. "Isolation" of affected reaches of storm piping by plugging and/or bypass pumping, if required, shall be performed as specified in (Section 02750 - Flow Control).

B Locations where point repairs are to be made will be made available to the Contractor through Work Orders and will be based on previously performed inspections and television surveys. It is understood that the exact location of pipe leaks and failures cannot always be determined before the pipe is exposed.

C. It is also understood that inspection and closed circuit television surveys performed by others prior to the commencement of this project cannot always determine the precise cause of leakage or failure. The pipe shall be exposed and the source located, examined and evaluated before repairs are made.

D. After the designated repairs have been made, the Contractor will test them as described in this Section of these Specifications. The costs of testing will be borne by the Contractor. If a repaired joint or section should prove to be defective, the Contractor shall reperform the work at no additional cost to the Owner and shall also be responsible for the costs of any retesting required by the Engineer.

E. Where work is to be performed on private property, the Contractor shall consult with the Owner who will make arrangements and schedules with the property owners before the Contractor performs the work.

F. Excavation, backfill, sheeting and shoring, dewatering, conflicts with other utilities, and miscellaneous work shall conform to the requirements in the Town of Jupiter Construction Standards and Details and Section 02222 - Excavation and Backfill for Utilities.

1.03 SUBMITTALS

A. The Contractor shall submit shop drawings (in accordance with Section 01300 Submittals) of products, and procedures to be used in the repair.

PART 2 -- PRODUCTS

2.01 MATERIALS

A. Pipe materials are specified in Division 15, "Mechanical" and Town of Jupiter Construction Standards and Details.

PART 3 -- EXECUTION

3.01 PROCEDURES

A. The point repair procedures shall be as follows:

1. Site preparation shall be performed as described in Division 2. When the repairs are to be made on sewers or facilities lying under paved surfaces, those surfaces shall be removed to the limits shown on the Drawings/Details for point repairs of the particular size pipe involved, unless a proposed alternate is acceptable to the Engineer.

2. Dewater, sheet and or brace all excavations in accordance with Section 02222 - Excavation and Backfill for Utilities. Well points, pumps, sheeting, bracing and/or sock drain shall be used to provide a safe, dry, open hole for all repairs or replacements specified herein.

3. Excavate down to the pipe, completely exposing a minimum of four sections of pipe including three joints for non-plastic pipe or at least one joint for PVC pipe. This will normally be a distance of 12 to 16 feet, depending on the pipe section lengths.

4. Locate the leak to be repaired.

5. After the leak or failure is located and exposed, the Engineer will identify the method of rehabilitation. One or a combination of the following methods shall be used:

a. Remove and replace section(s) of pipe or fitting: Remove section(s) of defective pipe or fitting by cutting on each side along lines perpendicular to longitudinal axis of pipe so as to leave "spigot ends" to be connected to replacement pipe. Cut or fabricate replacement section. Make connections using flexible band couplings or adapters, couplings with compression joints in accordance with ASTM C 425. Bedding or embedment shall be placed and compacted. Reconnect to service line if required. As a minimum, a total of six (6) feet of piping shall be replaced by the Contractor.

b. Cement-stabilized sand shall be used to supplement the embedment or backfill when accepted by the Engineer. This shall consist of two sacks of

cement per cubic yard of sand thoroughly mixed. Only a sufficient amount of water shall be added to assure setting-up of the cement. These mixes shall be made before placing in the trench and only enough shall be prepared to allow placing, shaping and tamping before an initial set has taken place.

6. The adequacy of point repairs in sewer mains shall be demonstrated by the Contractor by testing. Testing of mains may be accomplished by one of two alternate methods, depending on the difference in elevation of the pipe at the ends of the reach. Smoke testing shall be used if the pipe slope exceeds one percent. Testing shall be performed before backfilling.

   a. Smoke-Testing: The reach of sewer in which the repair (or repairs) has been made shall be isolated by plugging the upstream and downstream manholes as necessary not only to temporarily eliminate the flow of water through it but also to prohibit the smoke from entering other reaches of sewer. Smoke shall then be introduced into one of the manholes and into the reach using smoke bombs and a blower especially designed or adapted for smoke testing sewers and acceptable to the Engineer. The repaired area shall then be observed for the emergence of smoke for a period of 15 minutes. If none can be seen, the repair will be deemed to have passed the test.

   b. Exfiltration-Testing: This method may be used only on sewers laid on grades less than 1.00 percent. Water, colored with a bright-colored dye acceptable for usage in testing, is introduced into the pipe so as to impose a 2-foot static head over the top of the pipe at the point of repair when the pipe in the lower manhole is plugged. Observations shall then be made by the Engineer to determine if leakage of the colored water occurs at the repair point. Care shall be taken, when this method is used, that:

      i. Not more than 4-feet of static head are induced on the main at the lower end of the reach, and

      ii. No back-up problems are caused in downhill service lines.

3.02 TELEVISION SURVEY

A. Television survey, including Preconstruction Survey and Post Construction Survey as indicated in Section 02753 - Television Survey, is required for all point repairs of storm sewers.

- END OF SECTION -

SECTION 02762

CHEMICAL ROOT TREATMENT

PART 1 -- GENERAL

1.01 SCOPE

A, The work specified in this Section includes all labor, materials, accessories, equipment, and tools necessary for chemical root treatment to kill tree roots in storm sewer pipe prior to chemical grouting and lining and to inhibit root regrowth without damaging the trees or the environment.

1.02 REFERENCE SPECIFICATIONS

A. Section 02751 - Preparatory Cleaning and Root Removal

B. Section 02763 - Chemical Grouting

1.03 SUBMITTALS

A. The Contractor shall submit the following in accordance with Section 01300 - Submittals:

1. A specimen product label showing the United States Environmental Protection Agency (EPA) Registration listing numbers of the product.

2. A specimen product label indicating EPA approval of the chemical root treatment for sanitary and storm sewers.

3. The manufacturer's recommended guidelines for proper mixing ratios for maximum daily usage of materials.

4. Material Safety Data Sheet (MSDS) for the product.

B. The above informational data shall clearly indicate compliance with the Specifications. The Contractor shall submit written exceptions to the specifications.

PART 2 -- PRODUCTS

2.01 GENERAL

A. The chemical root treatment material shall be EPA registered and labeled for use in sanitary and storm sewer lines and acceptable to the state and local government agencies having jurisdiction over its use.

2.02 ROOT TREATMENT MATERIAL

A. The chemical root treatment material shall be the formula RootX or equal. The formula shall be composed of two dry components which when mixed and come in contact with water

foam immediately. The active ingredient of the chemical treatment shall be Dichlobenil (minimum 100 ppm). Extra equipment such as a foam machine should not be required. This active ingredient for killing roots shall be an aquatically approved, non-systemic herbicide (Dichlobenil) which will kill roots at low concentrations but will not permanently affect parts of the plant distant from the treated roots. The active ingredient must be detoxified by natural chemical / biochemical processes following its use. The active ingredient, adjuvants, or either ingredient's by-products shall not adversely affect the environment or performance of wastewater treatment plants.

B. The active ingredient for inhibiting root regrowth (Dichlobenil) in sanitary and storm sewers shall inhibit root cell growth on contact, but shall not be transported so as to damage other portions of the plant. The material shall form a persistent chemical barrier suppressing the growth of root tips. The material shall be sufficiently stable under conditions of use to provide protection for twelve months, but shall be subject to decomposition in wastewater treatment plants without disturbing plant processes.

C. To improve transportation of the active ingredients into root tissues, the root treatment material shall contain emulsifiers to degrease root masses and remove fatty acids from root tissue.

PART 3 -- EXECUTION

3.01 GENERAL

A. All materials and mixing / application procedures for chemical root treatment shall conform to the latest industrial standards and requirements, and follow the recommendations of the manufacturer of the chemical root treatment material used.

3.02 PREPARATORY PROCEDURES

A. Root tips are the principal growth areas and are the surfaces most effectively penetrated by root treatment chemicals. When the root tips are damaged or removed by cleaning, chemical treatment will be less effective. Consequently, no cleaning is recommended in lines prior to chemical root treatment unless extensive grease, root masses or debris preclude proper application of the material.

3.03 FLOW CONTROL

A. Storm sewer service shall generally not be interrupted during root treatment. In situations where it is necessary, the Contractor shall block / bypass flow in accordance with Section 02750 - Stormwater Flow Control.

3.04 PERSONAL PROTECTIVE EQUIPMENT

A. The Contractor shall use appropriate protective clothing and equipment as recommended by the manufacturer during the use and handling of the material.

3.05 MIXING PROCEDURES

A. All materials shall be delivered to the site in undamaged, unopened containers bearing the manufacturer's label. Mixing of the root treatment material shall be done no more than 12 hours prior to use. The water used shall be clear and free of acid, alkali, oxidizing agents, oil, or other organic materials. Mixing water temperature shall be between 40 degrees F and 80 degrees Fahrenheit.

3.06 APPLICATION PROCEDURES

A. Where conditions permit, the volume of foam shall be sufficient to completely fill the air space above the flow, along the entire pipe reach. In all cases, the volume of foam delivered to the pipe line shall be sufficient to attach to and permeate all root masses.

B. The foam shall be applied sufficient pressure to penetrate a minimum of 5 feet into service connections.

3.07 DISCHARGE OF EFFLUENT

A. The chemical root treatment material is not removed from the sewer and will travel to the treatment plant. The active ingredient for inhibiting root regrowth shall attach to pipe surfaces in the line being treated or in route to the treatment plant. The amount of chemical root treatment material reaching the plant shall be negligible, and no special precautions shall be required. The Contractor shall follow the manufacturer's maximum use guidelines. Note: Large sewer trunk line directly upstream from the systems outfall may require special precautions.

3.08 ROOT REMOVAL / CHEMICAL GROUTING

A. Removal of dead roots, where required, should be postponed as long as possible after chemical root treatment to facilitate easier cleaning. Sewer line cleaning shall be scheduled no less that six weeks after root treatment.

B. Root removal shall be in accordance with Section 02751 - Preparatory Cleaning and Root Removal.

- END OF SECTION -

SECTION 02763

CHEMICAL GROUTING

PART 1 -- GENERAL

1.01 SCOPE

A. The work specified in this Section includes all labor, materials, accessories, equipment and tools necessary for chemical grouting, sealing, and air testing storm sewer pipe joints.

1.02 REFERENCE SPECIFICATIONS

A. Preparatory Cleaning and Root Removal

B. Television Survey

C. Chemical Root Treatment

1.03 GENERAL

A. Chemical Root Treatment

1. Prior to performing chemical grouting, the Contractor shall remove roots and clean the sewer in accordance with Section 02751 Preparatory Cleaning and Root Removal.

B. Leak Sealing

1. Sources, or possible sources, of infiltration within the storm sewer system, are to be sealed to eliminate infiltration. Locations of such work shall be as directed by the Owner/Engineer.

2. The application of the sealing grout within the pipe shall be by means of remote-controlled equipment designed to be positioned at the specific joint or crack to be sealed and to apply the grout under sufficient pressure for the grout to pass through the opening and fill voids outside the pipe as well as the opening in the pipe wall. Control of the device and review of the results shall be by operating the closed-circuit television camera and van-mounted monitor conforming to the requirements of Section 02752 Television Survey. The method of sealing used shall not damage the pipe or change pipe alignment, and the original cross sectional area shall not be permanently reduced or changed.

1.04 QUALIFICATIONS

A. The Qualifications of the Grouting Contractor shall be submitted. These Qualifications shall include detailed descriptions of the following:

1. Name, business address and telephone number of the Contractor.

2. Name(s) of all supervisory personnel to be directly involved with Grouting for this project.

3. The Contractor shall sign and date the information provided and certify that to the extent of his knowledge, the information is true and accurate, and that the supervisory personnel will be directly involved with and used on this project. Substitutions of personnel and/or methods will not be allowed without written authorization of the Engineer.

4. Specialty technicians shall be certified by the equipment manufacturer and/or its authorized representative. Certifications shall be submitted to the Engineer.

5. Upon request of Engineer, the Contractor shall provide references of previous project lists including his customer's name, address, and telephone number.

6. To be qualified, the Contractor shall have a minimum of three years previous experience in grouting.

PART 2 -- PRODUCTS

2.01 CHEMICAL JOINT SEALING MATERIALS

A. Chemical joint sealing materials used on this project shall be AV-118 Duriflex, AV-100 Acrylamide, or equal.

B. In those lines which had root removal performed, a chemical root inhibitor shall be added to the grout prior to sealing the joints. Contractor shall submit the chemical to be used for Engineer's approval prior to utilization.

PART 3 -- EXECUTION

3.01 JOINT SEALING EQUIPMENT

A. The basic equipment shall consist of a closed circuit television system, necessary chemical sealant containers, pumps, regulators, valves, hoses, etc., and joint sealing packers for the various sizes of sewer pipe. The packer shall be a cylindrical case of a size less than pipe size, with the cables at either end used to pull it through the line. The packer device shall be constructed in such a manner as to allow a restricted amount of flow at all times. Generally, the equipment shall be capable of performing the specified operations in lines where flows do not exceed the maximum line flows as specified in Section 02750 - Stormwater Flow Control. When the packer is inflated, two widely spaced annular bladders shall be formed, each having an elongated shape and producing an annular void around the center portion of the packer.

3.02 JOINT SEALING PROCEDURE

A. In the preparation and application of the sealing grout, the recommendations of the manufacturer of the grout materials shall be followed.

B. Joint sealing shall be accomplished by forcing chemical sealing materials into or through infiltration points by a system of pumps, hoses, and sealing packers. Jetting or driving pipes from the surface that could damage or cause undermining of the pipelines, will not be allowed. Excavating the pipe, which would disrupt traffic, undermine adjacent utilities and structures, will not be allowed. The packer shall be positioned over the area of infiltration by means of a metering device and the closed circuit television in the line. It is important that the procedure used by the Contractor for positioning the packer be accurate to avoid over-pulling the packer and thus not effectively sealing the point of infiltration. The packer sleeves shall then be expanded using precisely controlled pressures. The pneumatically expanded sleeve or elements shall seal against the inside periphery of the pipe to form a void area at the point of infiltration, now completely isolated from the remainder of the pipe line. In to this isolated area, sealant materials shall be pumped through the hose system at controlled pressures which are in excess of groundwater pressures. The pumping, metering, and packer device shall be integrated so that the proportions and quantities of materials can be regulated in accordance with the type and size of the leak being sealed. A maximum of 20 gallons of product shall be injected, and if a seal has not been established, the Owner/Engineer shall be notified.

3.03 TELEVISION SURVEY

A. Television survey, including Preconstruction Survey, Post Construction Survey, and Warranty Survey, as indicated in Section 02752 - Television Survey, is required for all grouted lines.

- END OF SECTION -

SECTION 02764

CURED-IN-PLACE SECTIONAL PIPE LINING

PART 1 -- GENERAL

1.01 SCOPE

A. The work specified in this section consists of rehabilitating existing storm sewer pipe by installing a resin impregnated fiberglass/polyester felt tube into an existing pipe to restore its structural and hydraulic integrity.

PART 2 -- PRODUCTS

2.01 GENERAL

A. The finished liner shall be fabricated from material as specified in this section which when cured will be chemically resistant to the corrosive effects of the stormwater and hydrogen sulfide. The cured-in-place sectional pipe shall be the New Life System as manufactured by Stephen's Technologies, Inc. or equal.

B. The contractor shall submit shop drawings, samples of materials, and design calculations to the Engineer for review.

2.02 LINER SIZING

A. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit to be repaired as specified by the Engineer.

B. The length and number of liners shall be that deemed necessary by the Engineer to effectively carry out the repairs. The Contractor shall verify the lengths in the field before cutting liner to length. In general, the minimum length shall be 10 ft. and cover a minimum of 12 inches on either side of the broken section of pipe.

2.03 LINER MATERIAL

A. The lining material shall be a fiberglass mating material and fully impregnated with an epoxy resin as specified.

B. The mixed components of the epoxy resin shall have the following properties:

Item		Criteria
1.	Solids Content	100% by weight
2.	Pot Life	90 minutes at 70°F
3.	Shelf Life	at least 1 year (sealed)
4.	Viscosity	18,000 cps (average at 70°F)
5.	Density	12 pounds per gallon (max.)

C. The cured epoxy resin material shall have the following properties:

Item	Test Value	Reference Standard
Tensile Strength	4,000 psi	ASTM D 638
Flexural Strength	5,000 psi	ASTM D 790
Modulus of Elasticity	400,000 psi	ASTM D 790

2.04 LINER DESIGN

A. The Contractor shall submit to the Engineer for review complete design calculations for the liner, signed and sealed by a professional Engineer registered in the State of Florida and certified by the manufacturer as to the compliance of his materials to the values used in the calculations. A safety factor of 2 shall be applied in the design calculation. The liner shall be designed in accordance with ASTM F 1216 and resist buckling in accordance with Appendix A (AWWA C 950). The buckling analysis shall account for the combination of dead load, live load, hydrostatic pressure and grout pressure, if any. For design purpose, the groundwater table shall be considered at grade elevations.

B. For partially deteriorated concrete circular pipe with ovality not greater than 2%, the following minimum liner thickness shall be provided:

Minimum CIPP Liner Thickness (mm)

	Depth of Pipe (feet)				
Diameter (inches)	**0-4**	**4-8**	**8-12**	**12-16**	**16-20**
6	3.0	3.0	3.0	-	-
8	3.0	4.5	4.5	4.5	6.0
10	4.5	4.5	4.5	6.0	6.0
12	4.5	4.5	6.0	6.0	6.0
15	4.5	6.0	6.0	7.5	7.5
18	6.0	7.5	7.5	9.0	9.0
24	7.5	9.0	10.5	10.5	12.0
30	9.0	10.5	12.0	13.5	15.0
36	10.5	13.5	15.0	16.5	18.0

C. The above minimum liner thickness are for pipe condition and materials with characteristics as specified. Bidders with materials with other characteristics must supply complete information in their bids of the values for ascertaining minimum thickness. The application of these minimum liner thickness shall be reviewed by the Engineer on a case-by-case basis.

D. Liner shall be neither accepted nor installed until design calculations are acceptable to the Engineer.

PART 3 -- EXECUTION

3.01 CLEANING PIPE LINES

A. Prior to any lining of a pipe so designated, it shall be the responsibility of the Contractor to remove internal deposits from the pipeline in accordance with Section 02751 - Preparatory Cleaning.

3.02 TELEVISION SURVEY

A. Television survey shall be performed in accordance with Section 02752 - Television Survey, including Preconstruction and Post Construction Surveys.

B. The interior of the pipeline shall be carefully surveyed to determine the locations and extent of any structural failures. The location of any conditions which may prevent proper installation of lining materials into the pipelines shall be noted so that these conditions can be corrected. A video tape and suitable log shall be kept and turned over to the Engineer.

C. For the sewer line with sectional cured-in-place liner installed, a variance for post-TV and tapes shall be allowed as follows:

1. The post-TV shall commence at the upstream manhole (downstream for reverse setups) and shall proceed at a maximum speed of 30 feet per minute until the repair is reached. No panning of defects or laterals needs to be done. Upon reaching the sectional liner, the Contractor shall stop and carefully pan the beginning and the end of the liner to show that the repair has been successfully completed. If a lateral connection has been lined over and reopened, the Contractor shall pan this opening and the lateral. The rest of the line shall be televised without stopping until the downstream manhole has been reached.

2. One log (pre-TV log) shall be furnished with a statement under the comments line as to the linear footage of the beginning of the sectional liner, the length of the liner, and the number of laterals reinstated (if any), and their location.

3.03 FLOW BYPASSING

A. The Contractor, when required, shall provide for the transfer of flow, through or around section or sections of pipe that are to be repaired. The proposed bypassing system shall be accepted in advance by the Engineer. The acceptance of the bypassing system in advance by the Engineer shall in no way relieve the Contractor of his responsibility and/or public liability. The flow bypassing shall be done in accordance with Section 02750 - Flow Control.

Note: If the repair can be made in a few hours, bypass pumping might not be required. The placement carriage shall be equipped with a bypass section to allow flow once liner is pressed into place.

3.04 LINE OBSTRUCTIONS

A. It shall be the responsibility of the Contractor to clear the line of obstruction. If survey reveals an obstruction that cannot be removed by conventional cleaning equipment, the Contractor shall make a point repair excavation in accordance with Section 02757 - Point

Repair of Storm Sewers, to uncover and remove or repair the obstruction. Such excavation shall be accepted in writing by the Engineer prior to the commencement of the work.

3.05 LINER INSTALLATION

A. Prior to liner installation, all active severe leaks which may affect the success of liner installation shall be stopped using chemical grout. The Contractor shall impregnate the liner with the 100 percent solids epoxy. Drop cloths, tarpaulins, and etc. shall be used to prevent epoxy material from contacting the adjacent ground. Place the liner on the placement carriage and maneuver carriage and liner into position with the use of a video camera. Force the liner against the inside wall of the damaged host pipe allowing epoxy resin to permeate into any cracks in the host pipe. Allow lines to cure for approximately 2 hours in accordance with the manufacturer's recommendations. Heat may be introduced to speed up curing time. Retract the placement carriage and remove from pipe.

3.06 ACCEPTANCE

A. The finished liner shall be continuous over the entire length of the installation. The liner shall be free from visual defects, damage, deflection, holes, delamination, uncured resin, and the like. There shall be no visible infiltration through the liner or from behind the liner.

3.07 CLEANUP

A. After the liner installation has been completed and accepted, the Contractor shall clean up the entire project area and return the ground cover to grade. All excess material and debris not incorporated into the permanent installation shall be disposed of by the Contractor.

3.08 WARRANTY

A. The liner shall be certified by the manufacturer for specified material properties for a particular job. The manufacturer warrants the liner to be free from defects in raw materials for one year from the date of acceptance. During the warranty period, any defects which affect the integrity or strength of the pipe shall be repaired at the Contractor's expense in a manner mutually agreed by the Owner and the Contractor.

- END OF SECTION -

SECTION 02765

INTERNAL JOINT SEAL

PART 1 -- GENERAL

1.01 WORK INCLUDED

A. The work specified in this section consists of furnishing all labor, material and equipment to seal storm pipe joints with various diameters by the man-entry internal joint sealing method. This repair will be done only on pipe that is otherwise in sound physical condition.

B. The contractor shall take all precautions necessary for the protection of all his personnel and meet all requirements of OSHA regulations and FDOT Specifications Section 7-1.5 (1999) for the Occupational Safety and Health Requirements associated with this work.

1,02 EQUIPMENT

A. The Contractor shall only use manufacturer recommended tools and equipment to install internal joint seals in accordance with manufacturer's instructions.

1.03 STORM WATER FLOW CONTROL

A. When the depth of flow in the storm pipe section being worked on is considered excessive that prevent successful joint seal installations, the flow shall be reduced to the allowable level by operation of pump stations, plugging or blocking the flow, or by pumping and bypassing the flow so that the pipe is accessible for man-entry joint seal installation in accordance with manufacturer's procedures.

B. The contractor shall prepare and submit his flow control plan to the Engineer for approval prior to commencement of the work. In any event, it shall be the Contractor's sole responsibility to properly maintain bypass flows without damage to the adjacent properties and / or environment.

PART 2 -- MATERIALS

2.01 FLEXIBLE SEALS

A. The material shall be a permanent, non-corrodible circular seal that can withstand an internal pipe pressure of 30 psi (70 feet) and external head pressures of up to 34 feet. The material shall be a Rubber Membrane for use as a joint liner material. The seal shall be manufactured by NPC, Inc. of Milford, New Hampshire, or equal.

2.02 STAINLESS STEEL BANDS AND HARDWARE

A. Circular stainless steel bands shall be used to hold the seals in place. These bands may be in two or three sections to allow for passage through the manholes. The bands shall be expanded against the seal and compress the seal to the pipe wall, and locked in place with wedges. The stainless steel bands, shims and bolts for securing the rubber membrane seal

across piping joints shall be Type 316 and manufactured in accordance with ASTM-A479.

B. All shims and wedges shall be 316 stainless steel material, as required for the 316 stainless steel bands.

2.03 CHEMICAL SEALING MATERIAL

A. Chemical sealing materials shall have the following properties: react quickly to form a permanent water tight seal; resultant seal shall be flexible and immune to the effects of wet/dry, freeze/thaw cycles; non-biodegradable and immune to the effects of acids, alkalis, and organics; component packaging and mixing compatible with field conditions and worker safety; cleanup can be accomplished without heavy use of flammable or hazardous chemicals; extraneous sealant left inside pipe shall be readily removable.

B. Chemical joint sealing material shall be acrylic resin type and shall be furnished with activators, initiators, inhibitors and any other materials recommended by the manufacturer for a complete grout system. Sealing grout shall be furnished in liquid form in standard manufacturer's containers. Sealing grout shall be AV-118 Duriflex or AV-100 and manufactured by Avanti International, Houston, Texas (1-800-877-2570), or equal.

C. Alternate sealing materials may be submitted to the Engineer for consideration.

2.04 LIQUID JOINT LUBRICANT

A. The liquid joint lubricant to assist in the installation of the seals and bands shall be a non-toxic, vegetable-based lubricating gel. This gel must not decompose or deteriorate for a minimum storage period of two years. It must have a soft pasty consistency suitable for use in temperatures between 0 and 120 degrees F. It must not have any deteriorating effect on rubber gaskets, must not impart taste or odor to water, or have an objectionable odor. This gel must not support the growth of bacteria or contain any petroleum-based oil or grease.

PART 3 -- EXECUTION

3.01 INSTALLATION

A. The flexible seals to be used in this contract shall be individually sealed in plastic bags and packed in a manner that will not damage or deform them.

B. Seals shall be stored in a cool, dry environment and shall not be allowed to remain in direct sunlight.

C. Prior to fitting, each seal to be used inside the pipe shall be given a thorough visual examination. Particular attention shall be placed on the ribbed sections of the seal.

D. The pipe joint section that will support the seals shall be thoroughly cleaned. Debris or deposits shall be removed from the pipe walls by hand brushing and taken away by hydraulic vacuum. Subaqueous power tools shall be used if any hard scale or stubborn debris remains after hand-brushing. All joint gaps shall be fully cleaned of debris before any installation is performed.

E. Any surface imperfections shall be removed by grinding or scraping. Any deep imperfections shall be filled by properly applying the approved joint filler. The entire surface where the seal shall be placed must be smooth.

F. The seal area shall be properly pre-marked in order to clearly define the seal position.

G. Each seal shall have the joint number indicated so documentation can be provided for each joint repaired.

H. The internal Joint seal shall be assembled and installed in conformance with the manufacturers instructions/recommendations.

3.02 FINAL ACCEPTANCE

A. Upon final acceptance of the project, the contractor shall provide to the Engineer the manufacturer's warranty on material for one year from the date of acceptance. During the warranty period, any defects which affect the integrity of the pipe or seals shall be repaired at the contractor's expense.

- END OF SECTION -

SECTION 02766

SPIRAL WOUND PIPE LINER

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall utilize this liner system only with the express approval of the Owner based upon the submittal of complete qualifications and past experience with spiral wound pipe lining installations.

PART 2 -- PRODUCT

2.01 SPIRAL WOUND PIPE LINER

A. Spiral wound pipe liner shall consist of coils of profile strips that are wound into a host pipe helically, after which a cementious grout is injected into the annular space between the liner and the host pipe, forming a rigid composite structure.

1. Polyvinyl Chloride: Polyvinyl chloride spiral wound pipe liner shall meet the requirements of ASTM F 1697 or ASTM F 1698 and shall have a minimum cell classification of 12454b.

PART 3 -- EXECUTION

3.01 GENERAL

A. Install the liner using spiral winding. Seal or grout the annular space between the interior of the host pipe and the exterior of the liner according to the liner manufacturer's written instructions.

B. Prior to installing the pipe liner, inspect the host pipe and ensure that it is clean, dry and stable. Inspect the host pipe by means of closed circuit television. The closed circuit television inspection may be augmented by a visual inspection in which persons enter a host pipe to inspect it, at no additional cost to the Owner. Obtain written approval from the Engineer prior to allowing persons to enter a host pipe. Furnish all equipment necessary to inspect, remove silt and other debris, and dewater the host pipe to the satisfaction of the Engineer. Seal cracks and joints using an approved chemical grout. Place flowable fill as directed by the Engineer to maintain the stability of the host pipe.

C. Install the pipe liner in accordance with ASTM F 1698 or ASTM F 1741.

3.02 ACCEPTANCE

A. Inspect the complete rehabilitation by means of closed circuit television. Obtain written approval from the Engineer prior to allowing persons to enter a host pipe. Provide the Engineer with videos of all preliminary and final inspections.

- END OF SECTION -

SECTION 02768

SLIP LINING PIPE SYSTEM

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall submit to the Engineer for approval, complete design calculations for the pipe. The calculations shall be signed and sealed by a registered professional Engineer. The criteria for pipe design shall be an H-20 live load and the overburden as shown on the plans (associated with the specific work order), using a dry soil weight of 120 pounds per cubic foot. Design water table elevation shall be verified. The liner design shall utilize the water table level which necessitates the thicker liner. The minimum lifetime shall be 50 years. Pipe liner side support shall be considered as if provided by soil pressure against the liner pipe. The existing pipe shall not be considered as providing any structural support. Modulus of soil reaction for liner pipe calculations shall be considered 1,000 psi. Pipe shall also be designed to withstand all forces imposed by grouting the annular space between the liner and existing pipe lines.

B. The minimum stiffness for all pipes liners shall be at least 36 psi and shall be greater when depth of cover, live load and/or depth of groundwater conditions require.

C. All slip lining pipe to be utilized on this project shall have been manufactured (within six months of installation) for this project. A certification to this effect shall be provided by the pipe manufacturer prior to pipe installation.

D. Pipe shall be as manufactured by: Hobas Pipe U.S.A., Inc., Houston, TX 77073, or approved equal.

PART 2 --PRODUCT

2.01 FIBERGLASS PIPE

A. Glass-fiber reinforced thermosetting-resin pressure pipe shall be either glass-fiber-reinforced thermosetting-resin pipe (RTRP) or reinforced plastic mortar pipe (RPMP) meeting the standards of AWWA C 950, Appendix A for Design Analysis, and ASTM D-3262, as modified herein. Pipe joints shall be gasketed bell and spigot type with EPDM or a neoprene sealing ring. Bell and spigot may be of the external type. No reduction of internal diameter will be acceptable, except as shown in the details for special cases. Nominal full length pipe laying length shall be twenty feet. Pipe shall have an inner corrosion liner of either thermosetting or thermoplastic material with minimum .05 inch thickness. This liner shall not be considered as providing any structural strength to the pipe. Outside of filament wound (RTRP) pipe shall have a resin rich coating with ultraviolet screening agent and a minimum thickness of .02 inch; while plastic mortar pipe (RPMP) shall have a sand rich outer layer of at least 0.03 inches for UV protection. Resins may not contain pigments or dyes.

B. Pipe shall be routine, quality assurance tested by the manufacturer and certified copies of the results shall be submitted for approval. No pipe shall be installed which is not from a lot of pipe whose test results have been accepted as satisfactory by the Engineer. From each nominal lot of 100 lengths of pipe, a random two percent sampling shall be made and the selected sections shall be tested in accordance with the requirements of ASTM D-3262. If either section fails, an additional three section shall be randomly selected and tested. If an aggregate of two of the test sections fail to meet the Standard's and this Section's requirements, the Engineer may, at his option, either require additional testing or, alternately reject the entire lot of pipe. Failure of any one of any additional sections tested shall render the entire lot as unacceptable for installation.

C. Pipe Stiffness shall be tested per ASTM Standard D 2412 "Test Method For Determination of External Loading Characteristics of Plastic Pipe By Parallel-Plate Loading." Liner pipe and joints shall be designed to properly transmit and withstand all jacking, tension or grouting pressure loads imposed during construction.

D. Each shipment of pipe shall be accompanied by an Affidavit of Compliance to ASTM D-3262 and D-2412 and these Specifications, signed by a responsible officer of the company.

2.02 FIBERGLASS PIPE CLOSURES

A. Closure couplings for pipe closure shall consist of a fiberglass collar with a minimum of two (2) gaskets confined in grooves in the inside surfaces near the ends. The couplings joints shall seal by compressing the gaskets between the outside surface of the liner pipe and the inside of the collar. The gasket should be of the type which allow sliding of the coupling with equal forces in both directions. The minimum coupling width shall be 10-inches. The closure coupling shall be as manufactured by: Hobas Pipe U.S.A., Inc., Houston, TX 77073, or approved equal.

2.03 FIBERGLASS

A. The mitered joints used to construct the nominal diameter fittings shall be fabricated by laying-up the exterior of the pipe only. A sealing lay-up (explained below) must be applied to the interior of the miter.

1. Materials

a. Isophthalic polyester resin with a 3 to 4 percent ultimate flexural elongation to break suitable for hand layup work.

b. Curing agent (catalyst) for above resin.

c. 1.5 oz./ft^2. chopped strand mat, cut to specified width.

d. 24 oz./yd^2 woven roving, cut to specified width.

e. Milled fibers and fumed silica to make gap filler resin putty.

2. General Procedures

   a. Insure that surface area of pipe to be bonded is completely dry.

   b. Thoroughly clean area to be bonded to remove all dust, grease or other contaminating materials. Grind through surface (pure resin liner (interior) or the sand layer (exterior), to the glass layer.

   c. Surfaces should again be cleaned to remove all dust from the surface to be bonded.

   d. Fill gaps with resin putty (property catalyzed) and allow to cool.

   e. Assure surface to be bonded is properly ground (full width), dry and clean.

   f. Apply three or five ply layup "sandwich", to the specified width, 380 degrees around the joint to be sealed. (Note: Glass fabrics must be wet-out with properly catalyzed resin.) Roll out flat, removing all air, etc. prior to gel or the resin.

   g. Allow layup to cool until it is no longer hot to the touch. Repeat previous step until all 3 or 5-ply "sandwich" layups have been applied.

   h. After all layups have been applied, paint all ground surfaces (not covered by layup) with catalyzed resin.

   i. Allow layups to cure at least 24 hours (preferably 48 hours) prior to exposure to water or new stresses.

3. General Criteria

   a. All layups shall begin and end with a mat ply.

   b. All structural layups shall be constructed with alternating mat-woven roving construction.

   c. Interior layup seals may be all mat.

   d. Above surface preparation is applicable to both structural and sealing layups.

   e. All structural layups must be bonded to the glass layer in the pipe.

4. Structural Layup

"Sandwich" #1	"Sandwich" #2	"Sandwich" #3	Sealing Layup
8" Wide mat	12" Wide mat	16" Wide mat	8" Wide mat
7" Wide woven	10" Wide woven	15" Wide woven	8" Wide mat
8" Wide Mat	12" Wide mat	16" Wide mat	8" Wide mat
7" Wide woven	10" Wide woven	15" Wide woven	
8" Wide mat	12" Wide mat	16" Wide mat	

PART 3 -- EXECUTION

3.01 PIPE SURFACE PREPARATION FOR SLIP LINING

A. Preparation of the interior surface shall be accomplished by a thorough high pressure water-jet or mechanical type cleaning. The existing pipe contains rocks and concrete in some places and will require mechanical cleaning. The pipe shall be left free of all loose sand, rock, or other deleterious materials. Any roots in the pipe shall be either removed or cut off flush with the interior surface. Any protruding steel reinforcement shall be torch cut flush with the interior surface. (Provide a well ventilated, safe atmosphere which will not ignite or explode during any sparking or flame operations. Test atmosphere frequently to assure a suitable atmosphere.) The ledges formed by erosion of the pipe interior shall be cut back as shown on the Plans to provide a smoothly curved molded surface for the liner. Grouting shall be used where necessary to smooth the transition area. However, such grouting shall be utilized only with the prior knowledge and approval of the Engineer. With prior approval of the Engineer, bonding agents of an approved type may be utilized in the grout to improve adherence. In no case may grouting decrease the pipe internal diameter as measured at the point of grout application to less than the original diameter of pipe. Any protruding pieces of concrete, dropped joints or broken pipe shall be subjected to point or spot repair so that the pipe is left in a clean smooth condition in all respects ready for lining. The pipe line shall be sufficiently cleaned to not inhibit or prevent slip lining, at the Contractor's sole expense.

B. The prepared pipe shall be inspected by the Engineer for cleanliness and smoothness before the Contractor is given approval to line.

3.02 INSTALLATION (ACCESS) PITS

A. Access pits required for the installation of the pipe's slip liner and elbows, annular space grouting or other activity associated with work that requires access to the interior of the pipe shall be made from pits designed and constructed so as to prevent the routine draining of groundwater or stormwater into the open pipe.

B. The Contractor shall submit for approval his proposed method(s) of constructing these pits to accomplish the stated isolation requirements. Pit shall be constructed to provide a virtually impermeable shield to the flow of water into or out of the pit. In addition, the

walls shall meet all of the requirements for sheeting and shoring and the Florida Trench Safety Act. Similarly, the floors of the pits, whether constructed at the pipes' centerline or invert, shall also be virtually impermeable, bonded to the pipe and be structurally safe and sound.

C. It is intended that if the Contractor's work method requires maintaining a lowered groundwater table, that the water be pumped from outside the installation pit and shall be at his sole expense.

D. Design of each pit shall accommodate all buried utilities encountered. Each utility feature shall either be protected and maintained in service or, with the utility Owner's permission and approval, relocated away from the pit, all at the Contractor's sole expense.

E. All costs associated with installation pits, including the removal of the sheeting, shall be included in the prices bid.

F. All installation pits not being actively worked upon shall be plated over during all non-active work periods, to promote maintenance of traffic, safety and odor control.

G. It is anticipated that temporary measurement pits be excavated at locations of elbows (requiring special fittings to be installed) in advance of the lining work, so that the pipeline can be measured for necessary custom fitting, design and fabrication. The pipe shall not be broken open for the measurements. However, if the pipe is cored (to determine wall thickness and inside diameter at the existing elbow), the cored hole shall be suitably sealed to prevent the escape of water before the slip lining pit is constructed. After taking the elbow measurements, the Contractor may either immediately backfill and temporarily pave the measurement pit or plate over the pit to temporarily restore the traveled surface. The Contractor may at his option measure the elbows internally by entering the pipe from an existing manhole.

H. The walls of all plated pits, whether installation pits or temporary measurement pits, shall be designed and constructed to safely maintain the pit and to bear the traffic load passing over it.

I. All installation pits shall be designed by a Professional Engineer, licensed and currently registered in the State of Florida. Submitted designs and details shall bear his seal and signature. Design calculations shall show all loads utilized and all factors applicable to proper design and analysis of the pits.

3.03 SLIP LINING METHOD

A. General

1. Liners shall be installed in accordance with the liner manufacturer's recommendations.

2. Prior to starting the liner insertion, the Contractor must verify that the existing pipe diameter is sufficient by pulling a mandrel through the line.

3. To the maximum extent practical, the Contractor shall utilize full length sections of liner pipe to minimize the number of joints. However, it is recognized that shorter sections will be utilized to negotiate past minor deflection elbows and to accomplish insertions in locations with unusual conditions.

4. Liner pipe shall be held in position within the host pipe so that unintentional "float-up", creation of high or low spots, or misalignment of liner do not occur. Particular care shall be taken during grouting operations. If wood blocking is used to position the liner, it shall be securely banded to the pipe. The Contractor shall attach sufficient blocks to prevent sagging when the liner is filled with water during the grouting process. Clearance shall be left at the top of the pipe to preclude jamming of the liner due to wall thickness variations in the eroded areas of the existing pipe.

B. Slip Lining Through Manholes

1. It is intended that, to the maximum extent practical, pipe liners be extended through manholes so that the channel sections of these manholes shall also be lined. Access connections shall be made at all locations passing through manholes.

2. At manhole locations without any branch pipe line connections, the liner pipe shall remain intact.

3. At manhole locations containing branch pipe line connections, the Contractor shall install the liner before making the connections. Openings in the liner shall be made in such manner to leave a clean cut and neat clean appearance by an approved method. The method used shall insure a positive seal to prevent the intrusion of any grout into the system during the grouting process.

C. Grouting the Annular Space

1. General

a. As it is generally not practical to hold the slip liner pipe coaxial with the concrete host pipe, the liner shall, therefore, either be installed and kept at the invert or "floated" up to the inside top of the host pipe, utilizing various grouting techniques. The Contractor will be permitted to choose which vertical placement method he will utilize, provided he submits a detailed plan.

b. If the Contractor chooses to keep the liner down on the pipe invert, he must choose between either utilizing a special, low specific gravity grout; grouting in stages with a denser grout, or use of some other approved means to prevent creating sufficient buoyancy to float the liner.

c. For whatever method and system the Contractor submits for approval, he must demonstrate that it has been utilized successfully in similar applications, that the personnel or subcontractor to perform the work has had successful past experience with this method, equipment and grout;

and it shall be verified by the pipe manufacturer and that the method meets all of their recommendations.

2. Liner Replacement

   a. It shall be the Contractor's responsibility to utilize a system which produces an installed liner that runs on a vertically constant grade from one manhole to the next, without undulations along its length.

   b. All costs in correcting changes to the liner invert positioning shall be borne solely by the Contractor.

3. Grouting Plan

   a. When grouting the annulus between liner and host pipe, including liners within manholes, the Contractor shall make sure that all gaps are filled to support the liner and provide long term stability. He shall also, by filling the liner with water or other means, exercise caution to see that grout pressure does not float or collapse the liner. Release of water from a filled section of liner shall be accomplished so as not to create a partial vacuum which might collapse the liner or pull it away from the grout. Grouting with lightweight grouts may require additional efforts to keep a dry or pumped down annulus to accomplish total filling of the void. The Contractor shall submit his proposed method for approval to provide routine quality assurance verification that all voids in the annular space have been filled with grout. The grouting pressures utilized shall not exceed 5 psi or that recommended by the liner pipe manufacturer.

   b. The Contractor shall engage the services of an approved testing laboratory to certify that the proposed materials and methods comply with these specifications. All proposals shall be submitted to the Engineer for approval.

   c. Prior to actual construction, the Contractor shall submit six test cylinders made of grout at the slump he intends to use. These will be tested, in pairs, at 3, 7 and 28 days, and must have minimum compressive strengths of 1800 psi at 28 days for conventional grouts and 300 psi at 28 days for lightweight grouts. For lightweight grouts, in lieu of one and three days compressive tests, test as per ASTM C-403 at 24 hours. If directed, the Contractor shall make test cylinders from grout being used on the job.

   d. An overall schedule of grouting plan shall be submitted for approval, with periodic updates made at job meetings.

   e. The Contractor shall submit plans, including the proposed number and location of vents relative to liner pipe diameter and stiffness and the depth of flow in the pipeline during the grouting operation.

4. Injection Procedure and Pressure

   a. The gauged pumping pressure shall not exceed the liner pipe manufacturer's approved recommendations. Pumping equipment shall be of a size sufficient to inject grout at a volume, velocity and pressure compatible with the size of the annular space and degree of host pipe corrosion. Once grouting operations begin, grouting shall proceed uninterrupted from bulkhead to bulkhead. Grout placement shall not be terminated until the following have been met, unless otherwise approved by the Engineer: a) The estimated annular volume of grout has been injected; b) The exhausted grout at each vent is not less than eighty-five percent of the density of freshly injected grout; c) The exhausted grout viscosity is not less than eighty-five percent of the original viscosity of the freshly injected grout; and d) When recommended by the grout installer. Grout pressure gauge and recorder shall be installed immediately adjacent to each injection port. During grouting operations, the recorder shall continuously record, on paper with ink, the actual grouting pressure versus time. The gauge shall conform to an accuracy of ± 3.45 kPa (0.5 psi). The range of the gauge shall not be more than 100 percent greater than the design grout pressure. Pressure gauges shall be instrument oil filled and attached to a saddle-type diaphragm seal (gauge saver) to prevent clogging with grout. All gauges shall be certified and calibrated in accordance with ANSI B40, Grade 2A. As a minimum, the grout pressure recordings shall be identified with a date, batch, and time of day grouting was performed and shall be submitted to the Engineer at the end of the work day that grouting was performed.

5. Onsite Testing

   a. The Contractor shall provide all equipment and personnel necessary to perform the following tests for each batch of grout in the presence of the Engineer: a) Density per ASTM C 138 or by other methods as approved by the Engineer; b) Viscosity per ASTM C 939. Grout density that exceeds ± 48 kilograms per cubic meter (3 pounds per cubic foot) of the design density will be rejected.

6. Test Section

   a. The Contractor will be required to perform a test on each type of grout and grout system proposed to be used. The test section to be grouted and the size of the annular space considered for each type of grout system shall be determined by the Contractor and approved by the Engineer.

7. Extended Pipe Liners in Manholes

   a. Where liners are extended through manholes, the Contractor shall grout the annular space between the liner and the formed channel to provide the liner with a fully supported bed.

- END OF SECTION -

SECTION 02934

SODDING

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall provide all labor, materials, and equipment necessary for complete sodding of areas affected by construction. This shall include, but not be limited to, liming, fertilizing, sodding, necessary barriers, tests, and all incidentals to make the Work complete.

1.02 WORK INCLUDED

A. Testing of topsoil

B. Raking and leveling of topsoil as required for sodding

C. Liming and fertilizing of topsoil

D. Laying and rolling of sod

E. Maintaining sod

1.03 SUBMITTALS

A. Submit product source and information sheets in accordance with Section 01300 entitled "Submittals".

PART 2 -- PRODUCTS

2.01 MATERIALS

A. Fertilizer

1. Fertilizer shall be commercial fertilizer as manufactured by International Chemical Company, or approved equal.

2. Said fertilizer shall have a 10-20-6 N.P.K. content and contain a minimum of 60 percent of organic material.

3. Fertilizer shall be delivered at the site in the original sealed containers.

B. Sod

1. All sod that is removed or damaged due to the Contractor's Work shall be replaced with the same as was removed or damaged unless otherwise noted on the drawings.

2. The sod shall be as grown by a certified turf nursery, and Contractor shall inform the Owner as to the source of the sod to be utilized prior to ordering and delivery of sod.

3. Floratam St. Augustine turf will be classified as "Number 1/Premium" turf grass per industry standards.

4. Floratam St. Augustine deliveries shall have a "cut sheet" on company letterhead specifying date, field, and time of harvest.

5. Floratam St. Augustine will be machine cut to a uniform soil thickness of approximately 1.5 inches, plus or minus 0.25 inches at the time of harvesting.

6. Floratam St. Augustine shall be mowed to a height of 2 to 3 inches before harvesting.

7. Floratam St. Augustine shall be strong enough so each section can be picked up and handled without damaging turf pieces.

8. Cutting dimensions will be 16 inch x 24 inch slabs or 48inch x 70 feet long roll.

9. Installation should be completed within 6 hours of delivery.

10. Bahia grass turf shall be free of disease, nematodes, and soil borne insects and shall be laid in uniform sized sections. Clumps of Bahia will not be accepted.

11. After the preparation of the areas to be sodded, supply and install sod which is equal to or approved as equal to sod which existed prior to construction. As a minimum, Type No. 1 sod composed of grasses grown from a Bahia Seed mixture shall be used for stabilization of final grade.

12. All sod installed on slopes/banks shall be pinned in place immediately upon installation.

PART 3 -- EXECUTION

3.01 INSTALLATION

A. These areas shall be fine graded to achieve the finished subgrade after compaction which shall be obtained by rolling, dragging, or by an approved method which obtains an equivalent compaction to that produced by a hand roller weighing from 75 to 100 pounds per foot of width. All depressions caused by settlement or rolling shall be filled with additional existing or furnished topsoil and regraded and prepared as specified above until it presents a reasonably smooth and even finish at the required sod sub-grade.

B. All sod furnished shall be living sod containing at least 70 percent of thickly matter grasses as specified and shall be free from noxious weeds, disease and insects.

C. No broken pads or torn or uneven ends will be accepted. Standard size sections of sod shall be strong enough to support their own weight and retain their size and shape when

suspended vertically with a firm grasp on the upper 10 percent of the section. Sod shall not be harvested when its moisture content (excessively wet or dry) may adversely affect its survival.

D. Sod shall be harvested and delivered within a period of 36 hours. Sod shall be installed within 6 hours of delivery. Sod not harvested, delivered and/or installed within these time frames shall be subject to inspection and rejection by Owner or Engineer and shall be removed from the site. A fresh sod supply shall then be furnished at no extra cost to Owner.

E. The topsoil shall not be moist at time of installation; however, it shall contain sufficient moisture so as not be powdery or dusty, both as determined by the supplier's representative.

F. The overlapping of existing lawn with new sod along limit of work lines will not be permitted. Sod shall be laid in strips, edge to edge, with the lateral joints staggered. All minor or unavoidable openings in the sod shall be closed with sod plugs or with topsoil, as directed by Owner or Engineer. However, sod laid with joints determined to be too large shall be lifted and relaid as specified herein at no extra cost to Owner.

G. Immediately after the sod is laid, the sod shall be watered thoroughly by hand or mechanical sprinkling until the sod and at least 2 inches of the top soil bed has been thoroughly moistened. Watering shall continue on a routine basis as needed to establish sod.

H. Contractor shall be responsible to furnish his own supply of water to the site at no extra cost. If possible, Owner shall furnish Contractor, upon request, with a source and supply of water. Contractor shall pay for and obtain a temporary construction meter. Owner will pay for water, if it is available from Owner's system. If Owner's water supply is not available or not functioning, Contractor shall be responsible to furnish adequate supplies at his own cost. All work injured or damaged due to the lack of, or the use of too much water, shall be Contractor's responsibility to correct.

3.02 MAINTENANCE

A. Maintain the entire sodded areas until well established and up to final acceptance at the completion of the Contract. Final completion will not be granted until sod is well established. Maintenance shall include watering as specified, weeding, and removal of stones which may appear. All bare or dead spots which become apparent shall be properly prepared, limed, fertilized, and resodded at Contractor's expense as many times as necessary to secure a good growth. In the event that the sod installation is not accepted by Owner, contractor shall replace sod at his own expense. Sodded areas shall be maintained and cut by Contractor until final acceptance of the project.

B. Contractor shall take whatever measures are necessary to protect the sod while it is developing. These measures shall include furnishing of warning signs, barriers, or any other necessary measures of protection.

- END OF SECTION -

SECTION 03305

CONCRETE AND GROUT

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish all materials for concrete in accordance with the provisions of this Section and shall form, mix, place, cure, repair, finish, and do all other work as required to produce finished concrete, all in accordance with the requirements of the Contract Documents.

B. The following types of concrete shall be covered in this Section:

1. Structure Concrete: Concrete to be used in all cases except where noted otherwise in Contract Documents.

2. Sitework Concrete: Concrete to be used for curbs, gutters, catch basins, sidewalks, cart paths, fence and guard post embedment, and all other concrete appurtenant to electrical facilities unless otherwise shown or noted on the Drawings associated with any Work Order.

C. The following types of grout are covered in this Section:

1. Non-Shrink Grout: This type of grout shall be used wherever grout is called for in the Contract Documents, unless another type is specifically referenced.

2. Epoxy Grout: This type of grout shall be used for grouting reinforcement steel into existing concrete.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Without limiting the generality of other requirements of these specifications, all work specified herein shall conform to or exceed the requirements of the South Florida Building Code and the applicable requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of this Section.

1. ACI 318 - Building Code Requirements of Reinforced Concrete.

2. CRSI - Manual of Standard Practice.

1.03 SUBMITTALS

A. Mix Designs: Prior to beginning the Work, the Contractor shall submit to the Owner, for review, proposed concrete mix designs which shall show the proportions and gradations of all materials proposed for each class and type of concrete specified herein in accordance with Section 01300 - Submittals. all costs related to such mix design shall be borne by the Contractor.

B. Delivery Tickets: Where ready-mix concrete is used, the Contractor shall provide weighmaster delivery tickets at the time of delivery of each load of concrete. Each certificate shall show the public weighmaster's signature, and the total quantities, by weight of cement, sand, each class of aggregate, admixtures, and the amounts of water in the aggregate and added at the batching plant as well as the amount of water allowed to be added at the site for the specific design mix. Each certificate shall, in addition, state the mix number, total yield in cubic yards, and the time of day, to the nearest minute, corresponding to when the batch was dispatched, when it left the plant, when it arrived at the job, the time that unloading began, and the time that unloading was finished.

C. The Contractor shall furnish shop bending diagrams, placing lists, and Drawings of all reinforcing steel prior to fabrication in accordance with the requirements of Section 01300 - Submittals.

D. The following types of grout are covered in this Section:

1. Nonshrink Grout: This type of grout shall be used wherever grout is called for in the Contract Documents, unless another type is specifically referenced.

2. Epoxy Grout: This type of grout shall be used for grouting reinforcement steel into existing concrete, and for grouting beneath equipment base and sole plates.

1.04 QUALITY ASSURANCE

A. Tests on component materials and for compressive strength and shrinkage of concrete will be performed as specified herein. Test for determining slump will be in accordance with the requirements of ASTM C 143.

B. The cost of all laboratory tests on cement, aggregates, and concrete, will be borne by the Owner. However, the Contractor shall be charged for the cost of any additional tests and investigation on work performed which does not meet the specifications.

C. Concrete for testing shall be supplied by the Contractor at no cost to the Owner, and the Contractor shall provide assistance to the Owner in obtaining samples. The Contractor shall dispose of and clean up all excess material.

D. Field Compression Tests

1. Compression test specimens shall be taken during construction from the first placement of each class of concrete specified herein and at intervals thereafter as selected by the Owner to ensure continued compliance with these specifications. At least one set of test specimens shall be made for each 50 yards of concrete placed. Each set of test specimens shall be a minimum of 4 cylinders.

2. Compression test specimens for concrete shall be made in accordance with ASTM C 31. Specimens shall be 6-inch diameter by 12-inch high cylinders.

3. Compression tests shall be performed in accordance with ASTM C 39. One test cylinder will be tested at 7 days and 2 at 28 days. The remaining cylinder will be held to verify test results, if needed.

PART 2 -- PRODUCTS

2.01 CONCRETE MATERIALS

A. Materials shall be delivered, stored, and handled so as to prevent damage by water or breakage. Only one brand of cement shall be used. Cement reclaimed from cleaning bags or leaking containers shall not be used. All cement shall be used in the sequence of receipt of shipments.

B. All materials furnished for the work shall comply with the requirements of ACI 301, as applicable.

C. Storage of materials shall conform to the requirements of ACI 301.

D. Materials for concrete shall conform to the following requirements:

1. Cement shall be standard brand portland cement conforming to ASTM C 150. Type 1.

2. Water shall be potable, clean, and free from objectionable quantities of silty organic matter, alkali, salts and other impurities.

3. Aggregates shall be obtained from pits acceptable to the Owner, shall be non-reactive, and shall conform to the SFBC and ASTM C 33. Maximum size of coarse aggregate shall be as specified in Paragraph 2.05B.

4. Ready-mix concrete shall conform to the requirements of ASTM C 94.

5. Air-entraining agent meeting the requirements of ASTM C 260, shall be used. Sufficient air-entraining agent shall be used to provide a total air content of 3 to 5 percent. The Owner reserves the right, at any time, to sample and test the air-entraining agent received on the job by the Contractor. The air-entraining agent shall be added to the batch in a portion of the mixing water. The solution shall be batched by means of a mechanical batcher capable of accurate measurement.

6. Admixtures: Water reducing and retarding admixture shall be added and measured as recommended by the manufacturer. The addition of the admixture shall be separate from the air entraining admixture. The addition of the admixture shall be completed within one minute after addition of water to the cement has been completed, or prior to the beginning of the last three-quarters of the required mixing, whichever occurs first. Water reducing and set retarding admixtures shall be in conformance with ASTM C 494, Type D.

2.02 CURING MATERIALS

A. Materials for curing concrete as specified herein shall be MB 429 as manufactured by Masterbuilders, or equal. The curing compound shall contain a fugitive dye so that areas of application will be readily distinguishable.

2.03 NON-WATERSTOP JOINT MATERIALS

A. Materials for non-waterstop joints in concrete shall conform to the following requirements:

1. Preformed joint filler shall be a non-extruding, resilient, bituminous type conforming to the requirements of ASTM D 1751.

2. Elastomeric joint sealer shall be a single component, pour grade, polyurethane sealant meeting FS TT-S-230A, Type 1 Materials shall attain Shore A Hardness of 40-45.

B. Joint Cleaner: Joint cleaner shall be as recommended by sealant caulking compound manufacturer.

C. Joint Primer: Joint primer shall be as recommended by sealant manufacturer.

2.04 REINFORCING STEEL

A. All reinforcing steel for all reinforced concrete construction shall conform to the following requirements:

1. Bar reinforcement shall conform to the requirements of ASTM A 615 for Grade 60 Billet Steel Reinforcement with supplementary requirement S-1, and shall be manufactured in the United States.

2. Welded wire fabric reinforcement shall conform to the requirements of ASTM A 185. All welded wire fabric reinforcement shall be galvanized.

2.05 CONCRETE DESIGN REQUIREMENTS

A. General: Concrete shall be composed of cement, admixtures, aggregates and water. These materials shall be of the quantities specified. In general, the mix shall be designed to produce a concrete capable of being deposited so as to obtain maximum density and minimum shrinkage and, where deposited in forms, to have good consolidation properties and maximum smoothness of surface. All changes shall be subject to review by the Owner.

B. Water-Cement Ratio and Compressive Strength: The minimum compressive strength and cement content shall be not less than specified in the following tabulation.

Aggregate Type of Work	Min. 28-Day Compressive Strength per cu yd Ratio (psi)	Max. Aggregate Size (in.)	Min. Cement (sacks)	Max. W/C (by wt).
Structural Concrete:				
All reinforced concrete unless noted otherwise below	4,000 (Class A)	3/4	6.0	0.45
Sitework Concrete:				
Concrete fill, pavement, curbs and sidewalks.	3,000 (Class B)	3/4	5.5	0.50
Seal Concrete:				
Concrete placed under water, using the tremie method.	5,000	3/4	7.0	0.45

Note: One sack of cement equals 94 lbs.

2.06 CONSISTENCY

A. The consistency of the concrete in successive batches shall be determined by slump tests in accordance with ASTM C 143. The slumps shall be as 3 inches, plus or minus 1 inch.

2.07 READY-MIXED CONCRETE

A. Ready-mixed concrete shall conform to meeting the requirements as to materials, batching, mixing, transporting, and placing as specified herein and in accordance with ASTM C 94.

B. Ready-mixed concrete shall be delivered to the site of the work, and discharge shall be completed within one and one half hour after the addition of the cement to the aggregates or before the drum has been revolved 250 revolutions, whichever is first. In hot weather, or under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 85 degrees F or above, the time between the introduction of the cement to the aggregates and discharge shall not exceed 60 minutes.

2.08 NON-SHRINK GROUT

A. Non-shrink grout shall be a prepackaged, inorganic, nongasliberating, nonmetallic, cement-based grout requiring only the addition of water. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation for each class of non-shrink grout specified herein shall be that recommended by the manufacturer for the particular application.

B. Non-shrink grouts shall have a minimum 28 day compressive strength of 5000 psi and shall meet the requirements of CRD C 621.

2.09 EPOXY GROUT

A. Epoxy grout shall be a pourable, non-shrink, 100 percent solids system. The epoxy grout system shall have three components: resin, hardener, and specially blended aggregate, all premeasured and prepackaged. The resin component shall not contain any nonreactive diluents. Resins contained butyl glycidyl ether (BGE) or other highly volatile and hazardous reactive diluents are not acceptable. Variation of component ratios is not permitted unless specifically recommended by the manufacturer. Manufacturer's instructions shall be printed on each container in which the materials are packaged.

B. The chemical formulation of the epoxy grout shall be that recommended by the manufacturer for the particular application.

C. The mixed epoxy grout system shall have a minimum working life of 45 minutes at 75 degrees Fahrenheit.

D. The epoxy grout shall develop a compressive strength of 5000 psi in 24 hours and 10,000 psi in seven days when tested in accordance with ASTM C 579, Method B. There shall be no shrinkage (0.0 percent) and a maximum 4.0 percent expansion when tested in accordance with ASTM C 827.

2.10 GROUT FOR ENCASEMENT OF SLIP LINED PIPE

A. The Contractor shall select grouting systems and methods which may be utilized.

B. Selection of a grouting system shall take into account: liner pipe stiffness, the condition of the host pipe, liner creep rate, temperature, actual size of the annular space, determination of whether the liner pipe will be kept down on the invert of the host pipe or "floated" up to its crown, sewage flow depth, grout set time, spacing between grout injection and bleed off points, grout runout rate, and sewer conditions. These concerns shall be fully addressed in the grouting submittal.

C. This information shall be submitted well in advance of the start of grouting operations so that sufficient time is available for review and change, if required. No mix design shall be used without the approval of the Engineer.

D. The Contractor shall submit the following to the Engineer at least thirty working days prior to the start of the grouting operation.

1. The proposed grouting mix design in accordance with Section 2.10, Subsection G below.

2. The proposed grout densities and viscosities.

3. Initial set time of the grout.

4. The 24-hour and 28-day minimum grout comprehensive strengths.

5. The grout working time before fifteen percent change in density or viscosity occurs.

6. The proposed grouting method and procedures.

7. The maximum injection pressures.

8. Proposed grout stage volumes for one stage or multiple stages.

9. Bulkhead designs and locations.

10. Buoyant force calculations during grouting.

11. Flow control.

12. Provisions for re-establishment of service connections.

13. Pressure gauge, recorder, and field equipment certifications (e.g. calibrations by an approved certified lab).

14. Vent location plans.

15. Written confirmation that the Contractor has coordinated grouting procedures with the grout installer and the liner pipe manufacturer.

16. References to where this grout and grouting system has been successfully utilized.

E. Data for items 1 through 5 shall be derived from trial grout batches performed by an approved, independent testing laboratory.

F. For each different type of grout or variation in procedure or installation, a complete package shall be submitted. The submittal shall include each of the above items and the sewer locations or conditions to which it applies.

G. Performance Requirements: The Contractor shall submit the proposed grout mixes, methods, plans and criteria of the grouting operations. The grouting system shall have sufficient gauges, monitoring devices, and test to determine the effectiveness of the grouting operation and to ensure compliance with the liner pipe specifications and design parameters.

H. Mix Designs: One or more mixes shall be developed to completely fill the annular space based on the following requirements:

1. Size of the annular void.

2. Absence or presence of groundwater.

3. Sufficient strength and durability to prevent the movement of liner pipe.

4. Provide less than one percent shrinkage by volume, if grouting in a single stage. Larger shrinkage of as much as five percent may be tolerated in multi-stage grouting plans if there is a workable method to prevent voids on the last stage.

I. Grouting Equipment: The materials shall be mixed in equipment of sufficient size and capacity to provide the desired amount of grout material for each stage in a single operation. The equipment shall be capable of mixing the grout at densities required for the approved procedure and shall also be capable of changing density as dictated by field conditions any time during the grouting operation. If truck delivered grouts are to be utilized, submit a means for approval which has a successful "track record" to monitor density and insure a consistent product.

J. Conventional Grouts: Conventional "heavy" grout for filling the annulus between fiberglass liner pipe and the existing concrete pipe shall have the following properties: minimum compressive strength of 500 psi at 24 hours and 1800 psi at 28 days; maximum weight loss of grout during the wet/dry durability test of four percent; flow ability and set time suitable for application. Grout shall be made with Type II Portland cement with no chloride additives. Any additives shall be approved by the Engineer prior to use. The Contractor, in cooperation with the pipe supplier, shall develop a grout mix to meet these requirements and submit the mix to the Engineer for review. The mix shall be supported by independent test lab data verifying its properties. If the pipe supplier has previously developed a mix with the required properties, and has independent test data on file, this material will be acceptable for submission and review.

K. Lightweight Grouts

1. Lightweight grouts designed not to "float" the liner shall be as supplied and installed by Pacific International Grout Co., Bellingham, WA, or approved equal. The grout materials shall consist of portland cement or a mixture of portland cement and fly ash and/or additives. The mix shall meet the following requirements:

2. Comprehensive: The grout shall have a minimum penetration resistance of 689.48 kPa (100 psi) in 24 hours when tested in accordance with ASTM C 403 and a minimum compressive strength of 2.07 MPa (300 psi) in 28 days when tested in accordance with ASTM C 495 or C109.

3. Density / Viscosity: The Contractor shall design a grout mix with density to meet the requirements of Section 5.04.4 and to prevent floating of the liner pipe. The apparent viscosity shall not exceed twenty seconds in accordance with ASTM C 939 unless otherwise approved by the Engineer.

2.11 CHEMICAL SEALING MATERILS FOR ACTIVE LEAKS

A. Chemical sealing materials used on this Project shall have the following properties: react quickly to form a permanent water tight seal; resultant seal shall be flexible and immune to the effects of wet/dry, freeze/thaw cycles; non-biodegradable and immune to the effects of acids, alkalis, and organics in sewage; component packaging and mixing compatible with field conditions and worker safety; cleanup can be accomplished without heavy use of flammable or hazardous chemicals; extraneous

sealant left inside pipe shall be readily removable, and shall be compatible with the fiberglass slip liner or CIPP liner resin system utilized.

B. Chemical joint sealing material shall be acrylic resin type and shall be furnished with activators, initiators, inhibitors and any other materials recommended by the manufacturer for a complete grout system. Sealing grout shall be furnished in liquid form in standard manufacturer's containers. Sealing grout shall be AV-118 Duriflex manufactured by Avanti International, Houston, Texas (1-800-877-2570) or approved equal.

PART 3 -- EXECUTION

3.01 PROPORTIONING AND MIXING

A. Proportioning: Proportioning of the concrete mix shall conform to the requirements of Chapter 3 "Proportioning" of ACI 301.

B. Mixing: Mixing of concrete shall conform to the requirements of Chapter 7 of said ACI 301 Specifications.

C. Slump: Maximum slumps shall be 4 inches, plus or minus 1 inch.

D. Retempering: Retempering of concrete or mortar which has partially hardened will not be permitted.

3.02 PREPARATION OF SURFACES FOR CONCRETING

A. General: Earth surfaces shall be thoroughly wetted by sprinkling, prior to the placing of any concrete, and these surfaces shall be kept moist by frequent sprinkling up to the time of placing concrete thereon. The surface shall be free from standing water, mud, and debris at the time of placing cement.

B. No concrete shall be placed until the reinforcement steel and formwork have been erected in a manner acceptable to the Owner. The Contractor shall notify the Owner not less than 2 working days prior to concrete placement, allowing for inspection and any corrective measures which are required.

C. Existing concrete surfaces upon or against which concrete is to be placed shall be given a roughened surface for good bond. Joint surfaces shall be cleaned of all laitance, loose or defective concrete, and foreign material. Such cleaning shall be accomplished by sandblasting followed by thorough washing. All pools of water shall be removed from the surface of construction joints before the new concrete is placed.

D. Corrosion Protection: Pipe, conduit, dowels, and other ferrous items required to be embedded in concrete construction shall be so positioned and supported prior to placement of concrete that there will be a minimum of 2 inches clearance between said items and any part of the concrete reinforcement will not be permitted.

E. Cleaning: The surfaces of all metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar, and other foreign substances immediately before the concrete is placed.

3.03 HANDLING, TRANSPORTATION, AND PLACING

A. General: Placing of concrete shall conform to the applicable requirements of Chapter 8 of ACI 301 and the requirements of this Section.

B. Non-Conforming Work or Materials: Concrete which upon or before placing is found not to conform to the requirements specified herein shall be rejected and immediately removed from the Work. Concrete which is not placed in accordance with these Specifications, or which is of inferior quality, shall be removed and replaced by and at the expense of the Contractor.

C. Unauthorized Placement: No concrete shall be placed except in the presence of duly authorized representative of the Owner. The Contractor shall notify the Owner in writing at least 24 hours in advance of placement of any concrete.

D. Placement in Slabs: Concrete placed in sloping slabs shall proceed uniformly from the bottom of the slab to the top, for the full width of the pour. As the work progresses, the concrete shall be vibrated and carefully worked around the slab reinforcement, and the surface of the slab shall be screeded in an up-slope direction.

3.04 FINISHING CONCRETE SURFACES

A. General: Surfaces shall be free from fins, bulges, ridges, offsets, honeycombing, or roughness of any kind, and shall present a finished, smooth, continuous hard surface. Allowable deviations from plumb or level and from the alignment, profiles, and dimensions shown on the Drawings are defined as tolerances and are specified herein. These tolerances are to be distinguished from irregularities in finish as described herein.

B. Unformed Surfaces: After proper and adequate vibration and tamping, all unformed top surfaces of slabs and curbs shall be brought to a uniform surface with suitable tools.

C. Slabs shall receive a steel trowel finish without local depressions or high points. In addition, the surface shall be given a light heirbroom finish with brooming perpendicular to drainage unless otherwise shown. The resulting surface shall be rough enough to provide a nonskid finish.

3.05 CURING AND DAMPPROOFING

A. All concrete shall be cured for not less than 14 days after placing, in accordance with the methods specified herein for the different parts of the work, and described in detail in the following paragraphs.

B. The surface shall be sprayed with al liquid curing compound. It shall be applied in accordance with the manufacturer's printed instructions at a maximum coverage rate of 200 square feet per gallon and in such a manner as to cover the surface with a uniform film which will seal thoroughly.

C. Care shall be exercised to avoid damage to the seal during the curing period. Should the seal be damaged or broken before the expiration of the curing period, the break shall be repaired immediately by the application of additional curing compound over the damaged portion.

D. Wherever curing compound may have been applied by mistake to faces against which concrete subsequently is to be placed and to which it is to adhere, said compound shall be entirely removed by wet sandblasting just prior to the placing of new concrete.

E. Curing compound shall be applied as soon as the concrete has hardened enough to prevent marring on uniformed surfaces, and within 2 hours after removal of forms from contact with formed surfaces. Repairs required to be made to formed surfaces shall be made within the said 2-hour period; provided, however, that any such repairs which cannot be made within the said 2-hour period shall be delayed until after the curing compound has been applied. When repairs are to be made to an area on which curing compound has been applied, the area involved shall first be wet-sandblasted to remove the curing compound, following which repairs shall be made as provided herein.

3.06 PROTECTION

A. The Contractor shall protect all concrete against injury until final acceptance by the Owner. Fresh concrete shall be protected from damage due to rain. The Contractor shall provide such protection while the concrete is still plastic and whenever such precipitation is imminent or occurring.

3.07 TREATMENT OF SURFACE DEFECTS

A. As soon as forms are removed, all exposed surfaces shall be carefully examined and any irregularities shall be immediately rubbed or ground in a satisfactory manner in order to secure a smooth, uniform, and continuous surface. Plaster or coat surfaces to secure a smooth, uniform, and continuous surface. Plastering or coating of surfaces to be smoothed will not be permitted. No repairs shall be made until after inspection by the Owner. In no case will extensive patching of honeycombed concrete be permitted. Concrete containing minor voids, holes, honeycombing, or similar depression defects shall have them repaired as specified herein. Concrete containing extensive voids, holes, honeycombing, or similar depression defects, shall be completely removed and replaced. All repairs and replacements herein specified shall be promptly executed by the Contractor at its own expense.

3.08 CARE AND REPAIR OF CONCRETE

A. The Contractor shall protect all concrete against injury or damage from excessive heat, lack of moisture, overstress, or any other cause until final acceptance by the Owner. Particular care shall be taken to prevent the drying of concrete and to avoid roughening or otherwise damaging the surface. Any concrete found to be damaged, or which may have been originally defective, or which becomes defective at any time prior to the final

- END OF SECTION -

SECTION 03480

PRECAST CONCRETE MANHOLES, HANDHOLES AND VAULTS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall construct all precast concrete items as required in the Contract Documents, including all appurtenances necessary to make a complete installation.

B. Where an item on the Drawings is called out as a Florida Department of Transportation (FDOT) index number then the item shall be constructed per the requirements of the FDOT.

C. Owner may choose to furnish select items described by this specification to be installed by Contractor.

1.02 QUALITY CONTROL

A. Without limiting the generality of other requirements of these specifications, all work specified herein shall conform to or exceed the requirements of the South Florida Building Code and the applicable requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of this Section:

1. ASTM C478 Specification for Precast Reinforced Concrete Manhole Sections.

2. ACI 318 Building Code Requirements for Reinforced Concrete.

1.03 SUBMITTALS

A. The Contractor shall submit shop drawings for all precast concrete items. Submitted drawings shall show all dimensions, location and type of lifting inserts, and details of reinforcement and joints in accordance with Section 01300 entitled "Submittals".

B. For all precast items which are manufactured, the Contractor shall also submit a list of the design criteria used by the manufacturer.

C. For all precast items which are manufactured, and which have a clear dimension, in any direction, greater than or equal to 4' - 0", the Contractor shall submit design calculations showing, at least, the design loads and stresses on the item. Calculations shall be signed and sealed by a Professional Engineer registered in the State of Florida.

D. The Contractor shall submit certified reports for all lifting inserts, showing allowable design loads on the inserts.

PART 2 -- PRODUCTS

2.01 PRECAST CONCRETE MANHOLE SECTIONS

A. Precast concrete sections, twenty-four inches and larger in diameter, which are used as manhole sections, shall conform to ASTM C478 except as modified herein. Reinforcement, if shown, shall be as shown on the Drawings. Sections shall have tongue and groove joints. Tapered top sections shall be supplied where they are shown on the drawings, or where they are otherwise indicated to be necessary. The design and manufacture of the sections shall be based on H-20 traffic loading. Reinforcement shall conform to the requirements of the Section entitled "CONCRETE AND GROUT". Minimum wall thickness shall be eight inches. Cement shall be ASTM C150, Type II. The date and name of manufacturer shall be marked inside each precast section.

2.02 PRE-FORMED JOINT SEALANT

A. The joint sealing compound shall preformed, cold-applied, ready to use plastic joint sealing compound, "Ram-Nick" by K.T. Snyder Company; or equal.

2.03 MORTAR

A. Mortar used between the sections of precast concrete manholes and vaults shall be as recommended by the section manufacturer, subject to the requirements of Division 4.

2.04 NON-SHRINK GROUT

A. Non-shrink grout shall be as specified in the Section entitled "CONCRETE AND GROUT".

2.05 BRICK

A. Brick shall be sound, hard-burned common brick conforming to ASTM C32, Grade MS.

2.06 CONCRETE BALLAST

A. Concrete ballast shall be Class B concrete in conformance with the Section entitled "CONCRETE AND GROUT". Ballast shall be provided as necessary to insure manhole resists flotation when empty and subjected to full height groundwater conditions.

PART 3 -- EXECUTION

3.01 DESIGN CRITERIA

A. Minimum structural design loading for underground precast concrete vaults shall be as indicated in ASTM C857, unless otherwise noted herein. Precast items subjected to vehicular traffic shall be designed for H-20 traffic loading. Other precast items shall be designed for a vertical live load of 300 psf.

B. Walls of precast items shall be designed for a vertical surcharge of 100 psf.

C. Precast manholes and vaults shall be designed to resist flotation when totally empty and subjected to groundwater full height of the manhole/vault.

3.02 INSTALLATION

A. Installation shall conform with Section 03400, Precast Concrete and with the manufacturer's recommendations or to Section 03300, Cast-in-Place Concrete.

B. Frames and covers or grates shall be set so that tops are at elevations indicated on the Drawings or flush with finished grade where no elevation is indicated.

C. Joints between riser sections shall be sealed with joint sealant.

D. All openings in utility structures shall have flexible rubber sleeves sized to fit the connecting pipe and installed to provide watertight joints in accordance with the manufacturer's recommendations. The interior of the sleeve shall be filled with Class B concrete.

E. Openings that are too large for flexible rubber sleeves shall utilize rubber bladder seals which are expanded by water injected using a pressure pump.

F. All units shall be installed plumb and level.

G. All lift holes and joints shall be filled with non-shrink grout conforming to Section 03600, grout inside and out.

H. The manhole frames shall be set to their required elevations either with grade rings or with two or three courses of brick masonry laid around the top of the upper wall section. Such brick work shall be given a 1-inch mortar coat on the inside and out.

I. Concrete ballast shall be placed so that it bears directly on the utility structure base against the outer wall monolithically encircling the structure for the full height indicated on the Drawings. Additional ballast may be required where the depth or elevation of the structure varies from the Drawings.

J. Brick or Concrete Block: Brick or concrete block shall be laid with broken joints and all horizontal and vertical joints filled with cement-sand mortar. Outside of walls shall be plastered with a minimum 1-inch thick coat of cement-sand mortar troweled smooth.

K. Connection to Existing Pipe

1. Verify the diameter and invert elevation of existing pipe to be connected to new utility structures prior to beginning work on the structures.

2. Provide adequate protection to prevent damage to the existing pipe.

3. Provide adequate means for plugging and/or transferring the existing flow in the pipe to allow for the construction of inverts and grouting.

4. Cut off the existing pipe sufficiently for connection to the new structure and remove.

5. Thoroughly clean all foreign matter and coat the pipe surface with epoxy adhesive where the pipe joins the new structure.

6. Install a flexible joint sealer around the pipe.

7. Grout inside and outside of wall penetration with nonshrink grout.

L. Backfill structures in accordance with Section 02200, Earthwork.

M. Clean all structures of any accumulation of silt, debris, or foreign matter and keep clean until final acceptance of the work.

N. Excavation shall conform to Section 02200, Earthwork.

O. Structure bases shall bear on a minimum of 8 inches of compacted stone unless otherwise indicated on the Drawings.

P. Channel Inverts

1. Inverts shall be placed using Class B concrete with forms sufficient to provide a smooth half-round shape as shown on the Drawings. Manhole bases employing full depth precast inverts are acceptable.

2. Where the slope of the line does not change through a manhole, a constant slope shall be maintained in the invert. Where slope changes occur within a given manhole, the transition shall be smooth and shall occur at the approximate center of the manhole.

3. Inverts shown on the Drawings are taken at the center of the manhole unless otherwise noted.

3.03 ADJUSTMENTS TO EXISTING UTILITY STRUCTURES

A. Adjust structures as indicated on the Drawings using concrete or cast iron adjustment rings by approved methods.

B. Clean covers and inlet castings of all foreign material and paint with one coat of coal tar epoxy.

3.04 ADJUSTING COLLARS AND FINAL ADJUSTMENTS

A. Adjusting collars shall be as shown on the Drawings. Final adjustments shall be made so that the manhole ring and cover will be smooth and flush with the finished grade of the adjacent surface, or as otherwise indicated on the Drawings for manholes shown above grade.

3.05 FLUSHING

A. Flush all storm sewer pipelines and manholes. Remove and dispose of debris.

- END OF SECTION -

SECTION 15002

REINFORCED CONCRETE PIPE

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish and install all reinforced concrete culverts and drain pipes and all appurtenant work, complete in place and in accordance with the requirements of FDOT, the Town of Jupiter, other applicable regulatory agencies and the Contract Documents.

B. The Owner may choose to furnish select materials under the Sales Tax and Use Program for Contractor to install.

PART 2 -- PRODUCTS

2.01 CONCRETE CULVERT AND DRAIN PIPE

A. All reinforced concrete culvert and drain pipe shall be manufactured in accordance with ASTM C76, Wall Type B or C, and shall be of the class that equals or exceeds the pipe class as specified herein or as shown on the Contract Drawings. Minimum pipe laying lengths shall be four (4) feet. Portland cement shall conform to ASTM C150, Type II.

B. Joints for the reinforced concrete culvert and drain pipe shall have bell and spigot ends with flexible plastic gaskets meeting the requirements of AASHTO M198, Type B.

C. Provided slotted pipe where indicated for the exfiltration trench. Provide non-slotted pipe were indicated in the details for connection with stormwater manholes.

D. All pipe shall be aged at the manufacturing plant for at least fourteen (14) days before delivery to the job site.

PART 3 -- EXECUTION

3.01 INSTALLATION

A. All piping shall be aligned and routed as shown and installed in accordance with the Contract Drawings.

B. All pipe joints shall be wrapped with geotextile filter fabric prior to backfilling in accordance with Town of Jupiter standards.

C. All penetrations into inlet structures shall be grouted completely using non-shrink grout.

3.02 FLUSHING

A. Flushing - After backfilling, all storm sewers shall be flushed with water. Flushing shall be a minimum velocity of 2.5 feet per second for a duration acceptable to the Owner. Flushing shall remove all dirt, stones, pieces of wood and other debris which accumulated in the

sewer during construction. The Contractor shall provide a means acceptable to the Owner for removal of debris flushed from each section of storm sewer. If after flushing, any obstructions remain, they shall be removed at the Contractor's expense. The Contractor shall provide all water, plugs, hoses, pumps, equipment, etc. necessary for the proper flushing and testing of the storm sewers

3.03 INSPECTION

A. All new storm drain pipeline shall be inspected by the Town's representative. Owner may request Contractor provide video inspection via robotic camera for an additional fee. The recorded DVD shall be delivered to the Town no later than 2 (two) Working Days after completion of the inspection. The DVD shall become the property of the Town. The Town will review the CCTV inspection records within ten (10) Working Days and will notify the Contractor if:

1. The review revealed a satisfactory installation, or
2. The review revealed deficiencies.

B. The following deficiencies in storm drain installation that are identified by the Inspector or by television inspection shall be corrected by the Contractor at no cost to the Town:

1. Joint separation greater than one-half inch (1/2").
2. Offset joints greater than one-half the pipe wall thickness.
3. Joint deflection of more than seventy-five percent (75%) of manufacturer's recommended maximum.
4. Cracked or damaged pipe, including liner pipe.
5. Debris in the line.
6. Identifiable sags or high points in the line greater than ¾ inches in pipes 6" and larger.

C. The Contractor will be notified in writing of any deficiencies revealed by the inspection(s) that require repair. The Contractor may request a review of the video with the Town. Upon completion of the required corrective actions, the storm drain will be re-inspected (televised if previously televised) at no additional cost to the Owner. This process shall be repeated until the review of the recorded television inspection reveals a satisfactory installation.

- END OF SECTION -

JOHNINC-02 SBUHR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/30/2016

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

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

PRODUCER Johnson Insurance Racine 555 Main Street, Suite 291 Racine, WI 53403	CONTACT NAME: Sharon Majeski, ARM PHONE (A/C, No, Ext): (920) 433-7107 FAX (A/C, No): (877) 254-8586 E-MAIL ADDRESS: smajeski@johnsonins.com
INSURED Johnson-Davis, Inc. 604 Hillbrath Drive Lantana, FL 33462	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : HDI Global Insurance Company — 41343 INSURER B : Certain Underwriters at Lloyd's INSURER C : XL Specialty Insurance Company — 37885 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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		EGGCC000173516	03/01/2016	03/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			EAGCC000173516	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP Basic	$ 2,000,000 $ $ $ $ 10,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			EXAGC000173516	03/01/2016	03/01/2017	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Excess Liability			ELD10006501301	03/01/2016	03/01/2017	Excess Liab over 3 M	1,000,000
C	Equipment Floater			UM00034349MA16A	03/01/2016	03/01/2017	Blanket	300,000

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

Contractor's Pollution Liability - Policy # 7930030920001- Limit - $1,000,000 - 3/1/2016-17 - Homeland Insurance Company of NY

Re: Unit Price Contract for Stormwater Utility Infrastructure Repairs (S1628)
Town Of Jupiter(owner) is additional insured as respects general liability subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER

Town Of Jupiter - Utilities
Assistant Utilities Director
210 Military Trail
Jupiter, FL 33458

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

Brian McNulty

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/30/2016

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

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

PRODUCER
M3 Insurance Solutions, Inc.
828 John Nolen Drive
Madison WI 53713

CONTACT NAME: Trisha Stark
PHONE (A/C, No, Ext): 608-288-2805 **FAX (A/C, No):**
E-MAIL ADDRESS: Trisha.Stark@m3ins.com
PRODUCER CUSTOMER ID #: JOHNINC-01

INSURED
Johnson-Davis Incorporated
604 Hillbrath Drive
Lantana FL 33462

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Mutual Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1512591999 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC210013500	3/1/2016	3/1/2017	X WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Unit Price Contract for Stormwater Utility Infrastructure Repairs (S1628)

CERTIFICATE HOLDER

Town of Jupiter
210 Military Trail
Jupiter FL 33458

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
Trisha Stark

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Johnson-Davis, Inc.

POLICY NUMBER: EGGCC000173516

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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
Town Of Jupiter	Unit Price Contract for Stormwater Utility Infrastructure Repairs (S1628)
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.

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 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.

© Insurance Services Office, Inc., 2012

C. 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.

© Insurance Services Office, Inc., 2012

City Commission Regular Meeting **10.i.**

Meeting Date: 07/17/2017

Re: Jetty View, LLC Lease Amendmet

Submitted For: Mike Reals, Public Works Manager, Public Works

SUBJECT:

Approve lease amendment between the City of Fort Pierce and Jetty View, LLC for a six (6) month term for continued use of a temporary parking lot along Seaway Drive in the amount of $36,000.00.

SUMMARY:

The City of Fort Pierce seeks to continue a land lease agreement with Jetty View, LLC for property that currently is used as a temporary parking lot. This temporary parking has proven to be successful and is frequently used by visitors and guest.

The property owner has elected to raise the lease payments by 50%. At this time the need for available parking is great and the creation of a parking area at 301 South Ocean Dr. has not begun. Approval of this lease will allow for time to create a temporary parking solution on the newly acquired City parcel and the anticipated private parking lot located at Seaway Dr. and South Ocean Dr. should be nearing completion.

RECOMMENDATION:

The Public Works Department recommends approval of this lease amendment for the six (6) month term while a permanent solution is sought.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Finance and Legal Departments

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

Account: 0016005134990

Amount: $36,000.00

FISCAL IMPACT:

Funds are available.

Attachments

Jetty View Lease Agreement

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/11/2017 08:59 AM
City Manager	Nick Mimms	07/11/2017 03:56 PM
Form Started By: Mike Reals		Started On: 06/29/2017 01:46 PM
Final Approval Date: 07/11/2017		

FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This First Amendment to Commercial Lease Agreement between Landlord and Tenant ("Amendment") is dated effective as of July 1, 2017 ("Effective Date"), and is entered into by and between the City of Fort Pierce, Florida, a municipal corporation ("Landlord"), and Jetty View, LLC, a Florida Limited Liability Company ("Tenant").

Landlord and Tenant entered into that certain Lease between Landlord and Tenant dated effective July 1, 2016 (the "Lease").

Landlord and Tenant now desire to amend the terms of the Agreement as more particularly set forth below:

1. The Lease is hereby renewed and shall terminate on December 31, 2017.

2. Rent for the Demised Premises shall be six thousand ($6,000) dollars per month effective July 1, 2017.

2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Lease.

3. This Amendment embodies the entire agreement between Landlord and Tenant with respect to the amendment of the Lease. In the event of any conflict or inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall control and govern.

4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Lease remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Lease, the purpose of this Amendment being simply to amend and ratify the Lease, as hereby amended and ratified, and to confirm and carry forward the Lease, as hereby amended, in full force and effect.

5. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Amendment effective as of the Effective Date.

Jetty View Lease, LLC

_____ _____
Jeb Fries, Managing Member Date

City of Fort Pierce, Florida

_____
Linda Hudson, Mayor Date

Attest:

_____
Linda Cox, City Clerk

Approved as to form and correctness:

_____
James M. Messer, City Attorney

RECEIVED
JUN 24 2016
By

COMMERCIAL LEASE AGREEMENT

[Land only]

This Lease Agreement is effective on this 1st day of July, 2016, by and between the **Jetty View, LLC,** a Florida Limited Liability Company, whose mailing address is 103 Central Avenue, Fredonia, New York ("LANDLORD"); and the **City of Fort Pierce, Florida,** a municipal corporation, whose mailing address is 100 North U.S. Highway 1, Fort Pierce, Florida ("TENANT").

In consideration of the mutual covenants contained herein, LANDLORD and TENANT agree as follows:

1. LEASED PROPERTY.

LANDLORD, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties, does demise and lease to TENANT and TENANT rents from LANDLORD certain real property in Fort Pierce, Florida, legally described as follows:

Parcel ID: 2401-501-0043-000/8
Parcel ID: 2401-501-0044-000/5
Parcel ID: 2401-501-0040-000/7

A total of three (3) parcels as shown and depicted on the attached Exhibit "A" (Proposed Lease Area), with a general description of the parking lot and improvement to be constructed thereon (Temporary Parking Area) depicted on Exhibit "B", said property hereafter referred to in this Lease as the "Demised Premises", subject to all existing zoning and building restrictions and regulations and the provisions and clauses of this Lease.

2. TERM.

The term of this Lease shall be for an initial period of twelve (12) months, commencing on July 1, 2016, unless extended or terminated as provided herein.

If TENANT shall, with acknowledgment and consent of LANDLORD, continue to remain in possession of the Demised Premises after the expiration of the Term of this Lease, such holding over shall be on a month-to-month basis and shall not constitute a reletting or releasing of the Demised Premises unless the Parties otherwise agree.

3. RENT:

Rent for the Demised Premises shall be in an annual amount of Forty Eight Thousand ($48,000) and No/100 Dollars, payable to LANDLORD in payments of Four Thousand ($4,000) and No/100 Dollars per month.

Rent due shall be prorated in the event of termination during the initial or any subsequent term.

4. SPECIAL PROVISIONS.

a) INSURANCE: TENANT shall maintain its currently existing General Liability insurance coverages of $200,000 each person/$300,000 each occurrence with coverages for Bodily Injury, Property Damage, and Personal Injury, in addition to Broad Form Property Damage also provided under TENANT'S current policy. Upon request, TENANT shall furnish LANDLORD with executed Certificates of Insurance showing that such insurance is in full force and effect the earlier of the beginning of the lease term or fifteen (15) days after the execution of this Lease Agreement and shall provide a minimum of sixty (60)days notice to LANDLORD prior to cancellation or termination of the insurance policy.

b) USE OF PREMISES: TENANT will use and occupy the Demised Premises solely for the purpose of constructing a temporary parking lot for the parking of motor vehicles and for no other purpose or use whatsoever except as agreed to in writing by LANDLORD. During the term of this Lease TENANT shall maintain the property as may be required by all government authorities and collect and control trash and refuse. TENANT shall comply with all environmental rules and regulations applicable to temporary parking facilities. TENANT shall make no alterations or additions, except of the parking lot improvements, generally depicted on Exhibit "B", without prior written consent of LANDLORD.

c) ASSIGNMENT AND SUBLETTING: TENANT shall not assign or sublet this Lease without the written consent of the LANDLORD.

d) NOTICES: All notices required to be served upon the LANDLORD or TENANT shall be served by hand delivery or by

registered or certified mail, return receipt requested, to the following:

LANDLORD:
Jetty View, LLC
103 Central Avenue
Fredonia, New York

Copy To:
jfries2@stny.rr.com

TENANT:
CITY OF FORT PIERCE
City Manager
100 North US 1
P.O. Box 1480
Fort Pierce, FL 34954

Copy To:
City Attorney
100 North US 1
P.O. Box 1480
Fort Pierce, FL 34954
awilkinson@city-ftpierce.com

All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited with the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

e) JOINT VENTURE: It is specifically understood and agreed that nothing in this Lease Agreement shall be construed as creating a joint venture, partnership, or other relationship between the parties to this agreement other than LANDLORD and TENANT.

f) TREE REMDIATION: TENANT shall remove the large trees located on the Demised Premises that cannot economically be relocated; and to remediate such removal, TENANT shall plant five (5) palm trees on the Western border of the Demised Premises and relocate any smaller trees that can be economically relocated to the Western Border of the Demised Premises.

6. INTEGRATION; AMENDMENTS.
(a) This written Lease Agreement and Exhibits "A" and "B" contain the entire Agreement of the undertakings by and between the parties hereto relative to the leasing of the premises. No prior or present agreements, representations, statements, or promises, whether oral or written, made by any party or agent of any party hereto which is not contained herein shall be binding or valid.

(b) No provision of this written Lease Agreement or Exhibits "A" and "B" may be amended, extended or modified except by written instrument executed by all parties to this Lease Agreement.

IN WITNESS WHEREOF, we the LANDLORD and TENANT, have hereunto affixed our hands and seals.

LANDLORD: JETTY VIEW, LLC

By: Jeb Fries, Managing Member

Date: 6/21/16

Witnesses:

Peter R. Moll
Print Name

Heather Lafuse

Heather L. Fox
Print Name

STATE OF NEW YORK
COUNTY OF Chautauqua

The foregoing instrument was acknowledged before me this 21st day of June, 2016, by **Jeb Fries**, as Managing Member of **Jetty View, LLC** on behalf of the company, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC:

Sign: Kelly E. Brown

Print: Kelly E Brown

State of New York

Commission No. 01BR6251723

My Commission Expires: 11/21/19

Kelly E. Brown
Notary Public, State of New York
No. 01BR6251723
Qualified in Chautauqua County
My Commission Expires Nov. 21, 2019

TENANT: **CITY OF FORT PIERCE, FLORIDA**

Linda Hudson

Linda Hudson, Mayor

Date: 6/16/16

ATTEST:

Linda W. Cox

Linda Cox, City Clerk

Approved as to form
And correctness:

Jim Messer
City Attorney

City Commission Regular Meeting **11.a.**

Meeting Date: 07/17/2017

Re: Chapter 4 - Backyard Chickens

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

---

SUBJECT:

Legislative Hearing - Ordinance No. 17-020 amending Chapter 4 to establish procedures for keeping backyard chickens. SECOND READING

SUMMARY:

The proposed ordinance amends Sec. 4-2 Special Exemption Permits to include backyard chickens. It also creates Sec. 4-33, which establishes regulations for keeping backyard chickens. Highlights of these regulations include:

- Maximum number allowed is six (6) chickens.
- Roosters are prohibited.
- Chickens must be kept in an enclosure. Such enclosure must provide a minimum of four (4) square feet but may not exceed eighty (80) square feet.
- Sale of chickens, eggs or other by-products is prohibited.

RECOMMENDATION:

Approve the ordinance as proposed.

ALTERNATIVES:

Deny the proposed ordinance in full.
Amend the proposed ordinance.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Rebecca Grohall, Planning Director
Iola Mosely, Assistant City Attorney

Fiscal Impact

OTHER INFORMATION:

Unknown. Resolution No. 17-R21 to be approved in conjunction with ordinance amendment.

Attachments

17-020
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/26/2017 09:43 AM
City Manager	Nick Mimms	06/26/2017 02:20 PM

Form Started By: Peggy Arraiz Started On: 05/25/2017 10:43 AM

Final Approval Date: 07/06/2017

ORDINANCE NO. 17-020

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA ADOPTING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING CHAPTER 4 – ANIMALS; AMENDING SEC. 4-2 – PROHIBITED ANIMALS BY ALLOWING FOR THE ISSUANCE OF SPECIAL EXEMPTION PERMITS FOR BACKYARD CHICKENS**; AND CREATING SEC. 4-33 – BACKYARD CHICKENS TO ESTABLISH REGULATIONS FOR THE KEEPING OF BACKYARD CHICKENS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission recognizes that there is an increased interest in sustainable backyard and local food sources; and

WHEREAS, many communities in Florida and throughout the United States have enacted regulations to compatibly integrate the keeping of backyard chickens into urban residential settings; and

WHEREAS, the benefits of maintaining backyard chickens including the nutritional benefits of fresh eggs and garden benefits of pest control and fertilizer are in the best interest of the public health, safety and welfare of the residents; and

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Section 4-2 is hereby amended and Section 4-33 is hereby added to the Code of Ordinances of the City of Fort Pierce, Florida, so that the same shall read thereinafter as follows:

CHAPTER 4. - ANIMALS

ARTICLE I. - GENERAL

Sec. 4-2. - Prohibited animals.

(a) Except as permitted by applicable Ci~~t~~y ~~zoning~~ regulations, it shall be unlawful for any person to keep or harbor livestock; fowl, not including domesticated caged or perched birds kept indoors as pets, such as parrots, cockatoos, macaws, parakeets, cockatiels, and finches; animals that require a special permit by the Florida Fish and Wildlife Conservation Commission or bees in any incorporated area of the city.

(b) A special ~~exception~~ exemption permit ~~which~~ may be granted by the animal control division if said animals do not create a nuisance, health hazard or danger, and if said animals are not being raised for public consumption. Special exemption permits for backyard chicken may be granted as long as all the requirements outlined in Sec. 4-33 of this Chapter are met. A denial of a special exception permit may be appealed to the city manager.

(c) The fee for the special exemption permit will be set by Resolution of the City Commission.

Sec. 4- 33. – Backyard Chickens.

(a) Special Exemption Permit Required. A special exemption permit is required for keeping of chickens in incorporated areas of the City. The permit is personal to

the permittee and may not be assigned. If the person applying for the permit is not the registered property owner if the property where the chickens are to be kept, the registered owner must provide written authorization and consent to the application. The registered owner's written authorization must be submitted at the time the application for the permit is tendered. Failure to attach the registered owner's authorization will result in denial of the permit.

(b) Chickens are permitted to be kept at an occupied single family residence. Permits for maintaining chickens at duplexes, triplexes and other multi-family residential units will be considered on a case-by-case basis; determined by building configuration, lot size and the applicant's ability to comply with all regulations of this section. Chickens are not permitted to be maintained on unimproved and/or vacant properties, condominiums, apartment complexes and within manufactured/mobile home parks.

(c) A maximum of six (6) female chickens (hens) may be kept per permit. Roosters are not permitted.

(d) The keeping of ducks, geese, turkeys, peafowl, and pigeons or any other poultry or fowl by any person within a penned enclosure is prohibited under this section. However, nothing in this section is intended to prohibit or restrict the existence of these species as free range birds.

(e) The chickens shall be provided with a covered enclosure (henhouse / coop) and must be kept in a covered enclosure or fenced pen / run at all times. Free roaming chickens are prohibited.

(f) All chicken enclosures must meet the following requirements:

(1) The enclosure must be kept in the backyard of the residence.

(2) May not be located closer than ten (10) feet from any property line of an adjacent property, nor within twenty-five (25) feet of any adjacent residential structure.

(3) Must provide a minimum of four (4) square feet per chicken and may not exceed eighty (80) square feet.

(4) May not exceed six (6) feet in height.

(5) The henhouse, coop, pen and / or run area must be cleaned regularly and no manure is permitted to accumulate on the floor or ground.

(6) Shall be constructed and maintained so as to prevent the harborage of rodents and other pests.

(g) Odors from chickens, chicken manure or other items associated with the keeping of chickens must not be perceptible at the property boundaries.

(h) All feed and other items associated with the keeping of chickens that are likely to attract rodents or to become infested with pests shall be kept in secure containers.

(i) Chickens are for personal use only. Selling chickens, eggs, feathers, chicken manure or the breeding of chickens is prohibited.

(j) The slaughter of chickens is prohibited in areas that are viewable from any adjacent property or public area.

(k) Violations of this section are a Class A violation. Three violations of any part of this section within a twelve month period may result in the revocation of the special exemption permit.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
AND CORRECTNESS:

_____

James M. Messer, Esquire
City Attorney

STATE OF FLORIDA)

ST. LUCIE COUNTY)SS

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 17-020 was duly advertised by title only in the St. Lucie News Tribune on June 23, 2017; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on July 3, 2017; and was duly introduced, read by title only, and passed on second and final reading on July 17, 2017, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 17th day of July, 2017.

_____

Linda Hudson,
Mayor Commissioner

_____

Linda W. Cox,
City Clerk

(CITY SEAL)

Treasure Coast Newspapers | **TCPALM**

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Jane McIlmurray, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FT PIERCE/LEGALS	1651765	Meetings: ORD 17-020	Ord: 17-020

Pub Dates
June 23, 2017

Sworn to and subscribed before me this day of, June 22, 2017, by

Jane McIlmurray, who is

Jane McIlmurray
(X) personally known to me or
( ) who has produced _____ as identification.

Linda Joyce Klein

Linda Joyce Klein — Notary Public

LINDA JOYCE KLEIN
Notary Public - State of Florida
Commission # GG 081422
My Comm. Expires Mar 9, 2021
Bonded through National Notary Assn.

St. Lucie News Tribune
TREASURE COAST NEWSPAPERS PART OF THE USA TODAY NETWORK
Friday, June 23, 2017

Ad Number: 1651765 Advertiser: City of Fort Pierce
Insertion Number: N/A Agency: N/A
Size: 1 Col x 88 ag Section-Page-Zone(s): E-5-All
Color Type: N/A Description: Meetings: ORD 17-020

Notice To Creditors

istration has been entered in the Estate of John W. Sullivan, deceased, File Number 17-418-CP, by the Circuit Court for Martin County, Florida, Probate Division, the address of which is 100 East Ocean Blvd., Stuart, FL 34994; that the decedent's date of death was March 9, 2017; that the total value of the estate is less than $75,000.00 and that the names and addresses of those to whom it has been assigned by such order are:

Name & Address
Susan R. Sullivan, Trustee
7315 SE Golfhouse Drive
Hobe Sound, FL 33455

ALL INTERESTED PERSONS ARE NOTIFIED THAT:
All creditors of the estate of the decedent and persons having claims or demands against the estate of the decedent other than those for whom provisions for full payment was made in the Order of Summary Administration must file their claims with this Court WITHIN THE TIME PERIODS SET FORTH IN SECTION 733.702 OF THE FLORIDA PROBATE CODE. ALL CLAIMS AND DEMANDS NOT SO FILED WILL BE FOREVER BARRED. NOTWITHSTANDING ANY OTHER APPLICABLE TIME PERIOD, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED
The date of first publication of this Notice is June 16, 2017.

Person Giving Notice:
Susan R. Sullivan, Trustee
7315 SE Golfhouse Drive
Hobe Sound, FL 33455
Attorneys for Person Giving Notice:
KRAMER, SOPKO & LEVENSTEIN, P.A.
ATTORNEYS AT LAW
James Sopko, Esquire
2300 SE Monterey Road, Ste. 100
Stuart, FL 34996
(772) 288-0048
Florida Bar No. 324371
jsopko@kslattorneys.com
Pub: 16, 23, 2017
TCN 1648891

IN THE CIRCUIT COURT FOR ST. LUCIE COUNTY, FLORIDA
PROBATE DIVISION
File Number: 17-646 CP

IN RE: ESTATE OF
KATHRYN C. VAN VALKENBURGH,
Deceased.

NOTICE TO CREDITORS
The administration of the estate of KATHRYN C. VAN VALKENBURGH, deceased, whose date of death was April 18, 2017, is pending in the Circuit Court for St. Lucie County, Florida, Probate Division, the address of which is Post Office Box 700, Fort Pierce, Florida 34954. The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTE §733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this Notice is June 16, 2017.

Personal Representative:
JO ANNE HUTCHINS
631 SW Byron Street
Port St. Lucie, Florida 34983
Attorney for Personal Representatives:
MARGARET E. WOOD, Esquire
Florida Bar No.: 14071
McCARTHY, SUMMERS, BOBKO, WOOD, NORMAN, BASS & MELBY, P.A.
2400 S.E. Federal Highway 4th Floor
Stuart, Florida 34994
Telephone: (772) 286-1700
Primary Email:
Mew@McCarthySummers.com
Secondary Email:
Tlc@McCarthySummers.com
Pub: June 16, 23, 2017
TCN 1650676

Other Public Notices

NOTICE

Indian River Farms Water Control District will be spraying canals within the District beginning April 17, 2017 through December 31, 2017.

David E. Gunter
Secretary Treasurer

Pub: April 14, 21, 28; May 5, 12, 19, 26; June 2, 9, 16, 23, 30; July 7, 14, 21, 28; August 4, 11, 18, 25; September 1, 8, 15, 22, 29; October 6, 13, 20, 27; November 3, 10, 17, 24; December 1, 8, 15, 2017
TCN 1572064

There's no place like...here!
Real Estate
BH
BerkshireHathaway

Other Public Notices

NOTICE

Effective June 14, 2017, Dr. Arturo Castro will no longer be employed by Martin Heath Physician Group. Patient records will be maintained at 1095 NW St. Lucie West Blvd., Pt. St. Lucie, FL 34986, telephone (772) 785-5581. You may have a copy of your medical record transferred to a physician of your choice at no charge with a signed authorization.
Pub: June 16, 23, 30, July 7, 2017
TCN 1650323

Public Notices

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 18 of the Code of Ordinances of the City of Fort Pierce, will on Monday, July 3rd 2017 hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider the following:

1. Review and approval of an application for Preliminary Plat, submitted by Property Owner(s) Premier Hospitality Inc. and Applicant, Richard Laventure, PE., to subdivide a 5.28 acre parcel of land to four (4) tracts, located at 3798 Selvitz Road, Fort Pierce, FL. The property is zoned General Commercial (C-3) 2324-341-0002-000-3.

2. Review and approval of an application for Final Plat (Replat), submitted by Property Owner(s) LGFTP I LLC, and Applicant, Jason M. Gunther, P.E. of Thomas Engineering, to replat a portion of Block 30, Pinewood Subdivision, according to the Plat thereof as recorded in Plat Book 5, Page 24.The proposed replat seeking to consolidate LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 21, 21A, 22, 22A, 23, 23A, 24, 24A, 25, 25A, 26, 26A, 27, 27A, 28, 28A, 29, 29A, 30 AND 30A, that park of the vacated alleyway lying between said lots, less US 1 right-of-way, and less the south 30 feet of Lots 1 and 30A, into two (2) lots, located at 1412 S US 1 HWY, Fort Pierce, FL. The property is zoned General Commercial (C-3) 2415-601-0448-000-7.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.
ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.
In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

Linda W. Cox, City Clerk
Pub: June 23, 2017
TCN 1651765

NOTICE OF PUBLIC HEARING AND REGULAR MEETING OF THE PORTOFINO SHORES COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Portofino Shores Community Development District will hold a regular meeting and a public hearing on July 11, 2017 at 2:30 P.M. at the Shores Clubhouse, 5720 Spanish River Road, Ft. Pierce, FL 34951, for the purpose of hearing comments and objections on the adoption of the budget(s) for the operation and maintenance of District facilities for Fiscal Year 2018. In addition, the Board will hear public comment and objections relative to the levy of a non ad valorem assessment pursuant to Florida Law for the purpose of funding operations and maintenance and principal and interest expenses of the District. The District may also fund various facilities through the collection of certain rates, fees and charges, which are identified within the budget(s). A copy of the budget(s) may be obtained at the offices of the District Manager, 5385 N. Nob Hill Road, Sunrise, Florida 33351, during normal business hours.
The Board will also consider any other business, which may properly come before it. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting.
There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.
Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (954) 721-8681 at least five calendar days prior to the meeting.
Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Rich Hans
Manager
Pub: June 16, 23, 2017
TCN 1601939

CITY OF FORT PIERCE

NOTICE OF
PROPOSED ORDINANCE

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will on Monday, July 3, 2017 and Monday, July 17, 2017, at their meetings which begin at 6:30 p.m., hold Public Hearings on the enactment of the proposed ordinance on first and second readings respectively, in the City Hall Commission Chambers, 100 North U.S. Highway #1, Fort Pierce, Florida; said ordinance entitled:

ORDINANCE NO. 17-020
AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA ADOPTING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 4 – ANIMALS; AMENDING SEC. 4-2 – PROHIBITED ANIMALS BY ALLOWING FOR THE ISSUANCE OF SPECIAL EXEMPTION PERMITS FOR BACKYARD CHICKENS; AND CREATING SEC. 4-33 – BACKYARD CHICKENS TO ESTABLISH REGULATIONS FOR THE KEEPING OF BACKYARD CHICKENS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
All interested parties may appear at the Public Hearings and be heard with respect to the proposed ordinance. Said proposed ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.
Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

Linda W. Cox, City Clerk
Pub: June 23, 2017
TCN 1651765

CITY OF FORT PIERCE

NOTICE OF
PROPOSED ORDINANCE

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will on Monday, July 3, 2017 and Monday, July 17, 2017, at their meetings which begin at 6:30 p.m., hold Public Hearings on the enactment of the proposed ordinance on first and second readings respectively, in the City Hall Commission Chambers, 100 North U.S. Highway #1, Fort Pierce, Florida; said ordinance entitled:

ORDINANCE NO. 17-021
AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE VIII, SECTION 2-142(2) AND (3); CHAPTER 2, ARTICLE XI, SECTION 2-201(a); CHAPTER 22, ARTICLE III, SECTIONS 22-28.1(d)(2)(b)(7) AND 22-40(b)(9); CHAPTER 22, ARTICLE IV, SECTIONS 22-59(d)(2) AND 22-62(I); CHAPTER 22, ARTICLE VII, SECTIONS 22-102.1 AND 22-105.1; CHAPTER 22, ARTICLE VIII, SECTIONS 22-107, 22-109 – 22-112, AND 22-114 – 22-115; CHAPTER 22, ARTICLE X, SECTIONS 22-138, 22-140, 22-143(f), 22-143(g), AND 22-147; CHAPTER 22, ARTICLE XII, SECTION 22-182; CHAPTER 22, ARTICLE XIV, SECTION 22-216(b)(4); CHAPTER 22, ARTICLE XV, SECTION 22-310; AND CHAPTER 23, ARTICLE VI, SECTION 23-61; ABOLISHING THE FORT PIERCE (ZONING) BOARD OF ADJUSTMENT, TRANSFERRING ALL DUTIES OF THE (ZONING) BOARD OF ADJUSTMENT TO THE SPECIAL MAGISTRATE, AND DELETING REFERENCES THEREIN TO THE (ZONING) BOARD OF ADJUSTMENT AND SUBSTITUTING SPECIAL MAGISTRATE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.
All interested parties may appear at the Public Hearings and be heard with respect to the proposed ordinance. Said proposed ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.
Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

Linda W. Cox, City Clerk
Pub: June 23, 2017
TCN 1657167

Request for Bids

INDIAN RIVER MOSQUITO CONTROL DISTRICT
5655 41ST STREET
VERO BEACH, FLORIDA 32967

INVITATION TO BID ON INDIAN RIVER MOSQUITO CONTROL DISTRICT SHOP BUILDING REROOF
ARCHITECT'S PROJECT #060316VB

Sealed bids will be received by Edlund, Dritenbas, Binkley Architects and Associates, P.A. (Architect) until 2:00 P.M. on Monday, July 10, 2017. Each bid shall be submitted in a sealed envelope and shall bear the name and address of the bidder on the outside. All bids shall either be mailed or walked in to the Architect located at:

Edlund, Dritenbas, Binkley Architects and Associates, P.A.
65 Royal Palm Pointe, Suite-D
Vero Beach, Florida 32960
Phone: (772) 569-4320

All bids received after 2:00 P.M. of the day specified above will be returned unopened. Bids will be opened and read aloud at the Indian River Mosquito Control District's Board of Commissioners' meeting held at the District's offices located at 5655 41st Street, Vero Beach, Florida, July 11, 2017, commencing at 9:00 A.M.
ISSUED at Vero Beach, Florida this 16 day of June, 2017.

INDIAN RIVER MOSQUITO CONTROL DISTRICT
BY: Douglas Carlson, Director
Pub: June 16, 23, 2017
TCN 1649606

REQUEST FOR BID
(RFB) 2017-2976

Martin County Board of County Commissioners
Purchasing Division
2401 S.E. Monterey Road
Stuart, Florida 34996
(772) 288-5481
Email: pur_div@martin.fl.us
www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed bids for:

SOUTHWOOD
DRAINAGE REHABILITATION

Sealed bids will be received by the Information Desk on the 1st Floor at the address above until 2:30 PM local time, on Wednesday, July 26, 2017.
The basic bid document is available at www.martin.fl.us. Type "bids" in the Search field then click on Bid Search.
The complete bid document may be downloaded from www.demandstar.com.
Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida.
Pub: June 23, 2017
TCN 1655739

REQUEST FOR BID
(RFB) 2017-2975

Martin County Board of County Commissioners
2401 S.E. Monterey Road
Stuart, Florida 34996
(772) 288-5481
E-mail: pur_div@martin.fl.us
www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed bids for:

HUTCHINSON ISLAND
GATEWAY IMPROVEMENTS

Sealed bids will be received by the Information Desk on the 1st Floor at the address above until 2:30 PM local time, on Wednesday, July 19, 2017. Bids received after the designated time and date will not be considered.
The basic bid document is available at www.martin.fl.us. Type "bids" in the Search box then click on "Bid Search".
The complete bid document including plans may be downloaded from www.demandstar.com
Martin County is an equal opportunity/affirmative action employer.
This project is funded by a Florida Department of Transportation (FDOT) Florida Highway Beautification Council (FHBC) grant. All bidders and their sub-contractors must be prequalified by the FDOT (Work Type: LANDSCAPING) as required by Section 2 of the FDOT Standard Specifications for Road and Bridge Construction, prior to submitting the Bid.

By order of the Board of County Commissioners of Martin County, Florida.
Pub: June 23, 2017
TCN 1655422

Request for Bids

ADVERTISEMENT FOR BIDS
INDIAN RIVER FARMS WATER CONTROL DISTRICT

INSURANCE COVERAGE

Sealed bids will be received by the Indian River Farms Water Control District until 2:00 P.M. Eastern Daylight Time on August 1st , 2017, when they will be opened and read by the Secretary of the District or his representative, in the offices of the District, 7305 4th Street, Vero Beach, Florida, for the provision of liability, worker's compensation, automobile, personal property, umbrella liability coverage for supervisors and officers, and other insurance coverage. The specific types and amounts of coverage required may be obtained from the office of the District, 7305 4th Street, Vero Beach, Florida 32968, Phone 772-562-2141, or by mail addressed to the District at the aforesaid address.

All bids shall be submitted in duplicate. Each bid shall be submitted in a sealed envelope addressed to Indian River Farms Water Control District, 7305 4th Street, Vero Beach, FL 32968, and shall bear the name and address of the bidder on the outside and the words "Insurance Bid". If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the aforementioned address.

The District reserves the right to delay awarding of the contracts for a period of sixty (60) days after the bid opening, to waive informalities in any bid, or reject any or all bids in whole or in part with or without cause and/or to accept the bid that, in its judgment, will serve the best interest of the District.

No bidder may withdraw his bid within sixty (60) days after the actual date of opening thereof.

INDIAN RIVER FARMS
WATER CONTROL DISTRICT
By: David E. Gunter, Secretary
Pub: June 23, July 7, 2017
TCN 1657065

PORTOFINO ISLES
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

Portofino Isles Community Development District hereby requests proposals for annual financial auditing services. The proposals must provide for the auditing of the District's financials records for the fiscal year ending September 30, 2017, with an option for four additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in St Lucie County and is approximately 594.59 acres in area. The District currently has an operating budget of approximately $458,244. The final contract will require that, among other things, the audit for Fiscal Year 2017 be completed no later than March 31, 2018.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, Florida Statutes and be qualified to conduct audits in accordance with "Governmental Auditing Standards", as adopted by the Florida Board of Accountancy. The Audit shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include additional qualification requirements, evaluation criteria and instructions to proposers are available from the District's Manager at the address and telephone number listed below.

Proposers must provide eight (8) copies of their proposals to Portofino Isles Community Development District, Attn: District Manager, 5385 N Nob Hill Road, Sunrise, FL 33351, Telephone (954) 721-8681, in an envelope marked on the outside "Auditing Services, Portofino Isles Community Development District." Proposals must be received by 11:00 am. on July 27, 2017, at the offices listed above. Please direct all questions regarding this notice to the Treasurer, Patti Powers at (954)-721-8681.

Patti Powers
Treasurer
Pub: June 23, 2017
TCN 1659187

Real Estate Sales

Open Houses

STUART
Sun, June 25th from 11-1
4697 SE Chatham Ave, Stuart, FL 34997; 3/2 plus bonus room. Updated bathrooms and kitchen.
Tim Lloyd 954-448-0781
Remax of Stuart

STUART
Sun, June 25th from 2-4
1671 SE 13th St, Stuart, FL 34996; 3/2 Pool Home on 1/3 of an Acre. New Roof, New A/C, Newly refinished pool. Granite Countertops and Laminate flooring throughout.
Tim Lloyd 954-448-0781
Remax of Stuart

Homes For Sale

PORT SAINT LUCIE BY OWNER Open Concept Ranch Style 3/3, swimming pool, spa, cabana, workshop, double lot, RV parking, **$124,900 or Best Offer**. Inspections Sat.-Sun. 10-6 home will be Sold Sunday Night to **HIGHEST BIDDER 239-290-1350** AndyMorrison54@gmail.com WEB ID 1652768

PORT ST. LUCIE 2-Story Pool Home. Water View 4bd/2.5 bath 2500sq ft, gated comm w/resort style amenities. Like New Move In Ready, open floor plan, SS, granite, over sized 2 car Gar, home warranty, call 772-475-9590 $6000 to buyer at closing $284,900 WEB ID 1610101

ROBLES DEL MAR CONDO

ABSOLUTE AUCTION!

5601 Hwy. A1A #308N
Two Bedroom Two Bath
Fully Furnished
1,637 sq ft of living space
Large Glass Enclosed Balcony
2 Car Garage
Monthly Condo Fees $453

To be Auctioned to the highest bidder REGARDLESS OF PRICE!

Sat, June 24th @ 2 PM
Preview @ 1 PM or by Appt
RennickAuctions.com
Rennick REALTORS & AUCTIONEERS
772-562-5015

SOUTH PASSAGE MOORINGS CONDO

AUCTION!

402 Spyglass Lane #402C
3 Bedroom/3 Bath
Riverfront Condo
1,886 sq ft of living space
Covered porch and balconies
w/big river views
Community Clubhouse and Pool
Quarterly HOA Fees $2,000

Sat June 24th @ 11AM
Preview @ 10 AM or by Appt
RennickAuctions.com
Rennick REALTORS & AUCTIONEERS
772-562-5015

ST. LUCIE WEST - Casscades 55+ Like new. 3/2/2, 1876sf a/c, open, airy, wide lake, lg LGE, MBD. Reduced $15,000 to $259,900. Principals only this low price. Owner appt. 772-577-6484. WEB 1630451

STUART YACHT & CC
3bd/2ba Fairway home, $299,900; 772-215-5284
Karol Grabowski
Licensed RE Broker
WEB ID 1641864

Waterfront/Beach Property

FORT PIERCE NORTH BEACH Ocean Resort Paradise. 2bd/1ba, furnished. Ocean/River/Marina. Pool & tennis. Rented monthly for $1,200. Sell $139,000. Call Van 772-519-0962 WEB ID 1614190

HUTCHINSON IS STUART Dunes Club, Directly on beach! 3/2.5 Townhouse, Furn; Super Clean! Faces pool, $299,000 Owner. grandcruyacht@icloud.com 305-692-9284 WEB ID 1652704

VERO BEACH 1BR/1BA. Laguna lakefront. Furnished. Tile floors. Ceiling fans. New water heater. Gated community, gym, pool, & clubhouse. $99,000. Karl 772-532-5493 WEB ID 1649277

Manufactured Homes

Ft. Pierce Tanglewood Mobile Home Sales Inc. Brand New 2017 3/2 16'x66' Newly Renov 1996 3/2 16'x66' Call **772-882-0237** for pricing-Inhouse Finc Avail to Qual buyers;All age Family Comm **www.TanglewoodMHP.com**

HOBE SOUND- Beautiful, 2/2, Move in Ready, new kit, W/D, scrned porch, new 10x12 wooden strge shed, new A/C, walk in closets, water softner, $65k call 772-546-6090 or 772-341-9011 ID 1627459

PORT ST LUCIE - 55+, Spanish Lakes, Lg 3/2 2005, 56' dbl wide, fireplace, carport, high ceilings; Brand new cond! $30K, Make Offer! Lot rent $518. (772)341-2718 WEB ID 1637932

VERO BEACH 55+ Comm. Lrg 2bd/1.5ba. Completely updated in Pristine Condi Cent Air, Must See! Minutes from shopping & beach. No pets. $14,900 Finc Avail. Keith 772-217-1247 Web Id 1644320

For Sale By Owner

FORT PIERCE - HOME FOR SALE No credit/bad credit ok. Owner financing 3/3.5/2 corner lot golf community low HOA "Move in" condition. GREAT BUY! Quick close. $200K, 10% down. Call 772-538-1935 WEB ID 1636221

City Commission Regular Meeting **11.b.**

Meeting Date: 07/17/2017

Re: Chapter 2 - Art in Public Places

Submitted For: Libby Woodruff, Manager, Finance Department

SUBJECT:

Legislative Hearing - Ordinance No. 17-023, amending Article XXII, Chapter 2 to provide for Arts and Culture Advisory Board to oversee Art in Public Places Program and 10-Year Arts and Culture Strategic Plan. FIRST READING

SUMMARY:

The proposed ordinance amends Sec. 2-355 and 2-356, providing for the creation of Arts and Culture Advisory Board to provide oversight for Art in Public Place Program and the creation of 10-Year Arts and Culture Strategic Plan.

RECOMMENDATION:

Allow public hearing and approve ordinance as proposed.

ALTERNATIVES:

Deny the proposed ordinance in full.
Amend the proposed ordinance.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Grants Administration Division

COORDINATED WITH:

Johnna Morris, Director of Finance
Iola Mosely, Assistant City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	N/A
Account:	N/A
Amount:	N/A

OTHER INFORMATION:

Fiscal Impact Unknown at this time. Resolution to approved in conjunction with this ordinance amendment, following second hearing.

Attachments

Ordinance 17-023

Arts and Culture Master Plan

Proof of Publication

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/11/2017 08:59 AM
City Manager	Nick Mimms	07/11/2017 03:54 PM
Form Started By: Libby Woodruff		Started On: 06/30/2017 03:47 PM
Final Approval Date: 07/11/2017		

ORDINANCE NO. 17-023

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING ARTICLE XXII, CHAPTER 2, ART IN PUBLIC PLACES,** BY AMENDING SEC. 2-355 – DEFINITIONS, PROVIDING FOR THE CREATION OF AN ARTS AND CULTURE ADVISORY BOARD AND CREATION OF A 10-YEAR ARTS AND CULTURE STRATEGIC PLAN; AMENDING SEC. 2-356 ART IN PUBLIC PLACES PROGRAM, INCORPORATING THE STRATEGIC PLAN; PROVIDING A SEVERABILITY CLAUSE; AND REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Pierce, Florida, a municipal corporation, adopted Chapter 2, Article XXII, as set forth in Section 2, establishing the Art in Public Places Program;

WHEREAS, the City Commission has determined that it is necessary to amend Chapter 2, Article XXII, Section 2 to establish an Arts and Culture Advisory Board; and

WHEREAS, the City Commission has determined that it is necessary to amend Chapter 2, Article XXII, Section 2 to authorize the creation of a 10-Year Arts and Culture Strategic Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1: Chapter 2, Article XXII, Section 2-355 of the Code of Ordinance of the City of Fort Pierce, Florida is hereby amended so that the same shall read thereinafter as follows:

Sec. 2-355 – Definitions.

For the purposes of this article, the following words or terms are defined as follows:

Artwork means works in a variety of media produced by professional visual artists. Works may be permanent, temporary or functional.

Board means Arts and Culture Advisory Board

Capital project means any city capital improvement project costing more than one hundred thousand dollars ($100,000.00) and paid for wholly or in part by funds appropriated by the city commission to construct or renovate any park, beach restoration, above grade utility, and to construct or renovate any city-owned building.

Commission means the city commission of the City of Fort Pierce, Florida.

~~*Council* means the St. Lucie Cultural Affairs Council.~~

Eligible construction costs means the total project appropriation, including engineering and design, but not including demolition costs, equipment costs except for the cost of custom designed equipment or equipment that creates a new use for a building or facility, real property acquisition costs, impact fees, enterprise funds, and soil remediation costs.

Equipment costs means for the purposes of the public art/design and transportation enhancement project calculation, those costs for the acquisition of mechanical equipment of standard manufacture.

Master plan ~~means a manual of criteria for the selection of sites and artwork and transportation enhancement projects for public capital and transportation facilities to be developed by the council with public input and approved by the commission prior to its implementation. This manual shall also provide for a comprehensive program for art in public places which shall include the display of loaned art in appropriate public buildings.~~ means the Arts and Culture Master Plan.

Renovation means a capital project or transportation capital project which is a major redesign of a facility or system or a portion of a facility or system which is included in the city's capital program budget and which requires a building permit from the appropriate governmental jurisdiction. Renovation shall also include a capital project or transportation capital project which is an expansion or upgrading of the capacity of the facility or system, enlarging the facility, or creating new use for the facility. It shall not include repairs, maintenance, installation of mechanical equipment, or modifications required solely for ADA compliance.

Strategic Plan means a 10-Year manual of action criteria based on the Arts and Culture Master Plan for the selection of sites, artwork, public capital and transportation facilities, projects, programs, etc., to be developed by the Board with public input and approval by the Commission prior to its implementation. This manual shall provide for a comprehensive plan for the art in public places program which shall include the display of loaned art in appropriate public buildings.

Transportation capital project means any city capital transportation improvement project costing more than one hundred thousand dollars ($100,000.00) and paid for wholly or in part by funds appropriated by the City of Fort Pierce to construct or renovate any highway or arterial, bridge or causeway, sidewalk, or bikeway or any road beautification project.

Transportation enhancement project means one or more of the following projects, prioritized in the following order:

(a) Visual enhancement of facilities for pedestrians and bicycles.

(b) Scenic or historic highway programs, including the provision of tourist and welcome center facilities.

(c) Landscaping and other scenic beautification projects.

(d) Historic preservation.

(e) Rehabilitation and operation of historic transportation buildings, structure or facilities, including historic railroad facilities.

(f) Preservation of abandoned railway corridors, including the conversion and use thereof for pedestrian or bicycle trails.

Trust fund means the art in public places trust fund created pursuant to this article and shall include all gifts and donations deposited in the trust fund.

SECTION 2: Chapter 2, Article XXII, Section 2-356 of the Code of Ordinance of the City of Fort Pierce, Florida is hereby amended so that the same shall read thereinafter as follows:

Sec. 2-356. – Art in public places program.

(a) Appropriations for city capital projects shall include an amount equal to one per cent of the total eligible construction costs to be used for artist design services and for the selection, acquisition and display of artworks for related education programs, for the maintenance of city artworks, and for the administration of the master plan and the strategic plan. Funds appropriated pursuant to this section shall not exceed one hundred thousand dollars ($100,000.00) per project. Funds appropriated for one capital project, but not deemed necessary or appropriate by the council in whole or in part for that project, may be expended on other public art projects approved under the master plan and the ~~annual master~~ strategic plan, subject to any bond restrictions and legal or grant restrictions. Bond funds shall be appropriated and accounted for in the bond capital project accounts. Projects costing less than one hundred thousand dollars ($100,000.00) shall be subject to the public art calculation and such funds will be pooled for other art projects. All city departments may opt to participate in the art in public places program for any improvement project not otherwise subject to this article.

(b) Appropriations for transportation capital projects shall include an amount equal to one per cent of the total eligible construction costs to be used for site specific transportation enhancement projects, including artist design services for such projects, for the maintenance of such projects, and for the administration of the master plan and the strategic plan, relating to such projects. Funds appropriated pursuant to this section shall not exceed one hundred thousand dollars ($100,000.00) per project. Bond funds shall be appropriated and accounted for in the bond capital project accounts. Transportation projects costing less than one hundred thousand dollars ($100,000.00) are subject to the transportation enhancement projects calculation and such funds shall be pooled for other transportation enhancement projects.

(c) The first priority for use of funds generated by a capital project shall be that capital project site. The monies appropriated under this article may be used for artist design services, for the development of design concepts and models, and for the selection, acquisition, purchase, commissioning, placement, installation, exhibition and/or display of artworks. Artworks and transportation enhancement projects shall be selected in accordance with the master plan and the strategic plan and may be temporary or permanent, may be integral to the architecture or may be incorporated into the project. Integration of the artists' design concepts into the project architecture and/or design should be ensured, insofar as is feasible, by the concurrent selection of the artist(s) with the architect, engineer, or project designer.

(d) In the case of a project which involves the use of grant or city bond proceeds issued after the effective date of this article, amounts for artist design services and artworks described in this article shall be used for projects and capital purposes consistent with state and federal laws, the resolutions and/or ordinances approved by the commission and the terms of the grant agreement.

(e) With the exception of transportation capital projects or as otherwise restricted by the commission, any applicable bond resolution or ordinance, local, state or federal law, or the conditions of a granting authority, monies generated under this article may be pooled and expended for any public art and design project in the city, subject to the ~~approved~~ master plan and approved strategic plan. Pooled funds may be used as seed money for artists' fees to initiate partnerships with private and other

public entities to provide public art and aesthetic enhancements in the City of Fort Pierce, pursuant to a written agreement.

(f) To the extent allowed by grant guidelines and by law, all city departments shall, from the effective date of this article, include in all applications for funding to outside granting organizations or governmental agencies, an amount equal to one per cent of eligible construction costs for a capital project, not to exceed one hundred thousand dollars ($100,000.00), or an amount equal to one per cent of eligible construction costs for a transportation capital project, not to exceed one hundred thousand dollars ($100,000.00), for artist design services and artworks or transportation enhancement projects, as specified herein.

(g) The minimum amount to be appropriated for artist design services, artworks, and transportation enhancement projects shall be the total eligible construction costs multiplied by 0.01. This calculation shall be made by the city department prior to the time of the appropriation for the city's capital program. An amount equal to fifteen (15) per cent of the eligible allocation of the construction project may be used for projects support and community participation activities. For public-owned property this may include staffing, artist selection-related costs (excluding travel of the selection committee), consultants, design/proposal/moquette costs, identifying plaques, project documentation, publicity, community education activities and other purposes as may be deemed appropriate for the administration of the program. An amount equal to fifteen (15) per cent of the eligible public art allocation of the construction project for a capital project shall be set aside in a separate account within the trust fund for curatorial services and the preservation and maintenance of city artworks. An amount equal to fifteen (15) per cent of the eligible public art allocation of the construction project for a transportation capital project shall be set aside in a separate account within the trust fund for curatorial services and the preservation and maintenance of the specific transportation enhancement project. The council shall recommend that any artwork or transportation enhancement project needing extraordinary operational or maintenance costs be reviewed by the appropriate city department prior to recommendation to the commission. The council shall also be responsible for conducting an annual maintenance survey of artworks and transportation enhancement projects. This survey shall include a condition report on each work, prioritized recommendations for the restoration or repair and maintenance, and estimated costs. Such repair and maintenance shall comply with any contractual obligations which may have been entered into by the city in the acquisition of the artworks. Expenditures of monies in the artwork and transportation enhancement projects maintenance and project support accounts shall be annually recommended by the council and included in the proposed annual budget submitted to the commission. Funds in the maintenance and conservation account not expended by the end of the close of any fiscal year shall be carried forward. The council shall also, review and update as necessary the insurance requirements for artworks at least every five (5) years.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All Ordinances or parts of Ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. This Ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
James M. Messer, Esquire
City Attorney

STATE OF FLORIDA)
ST. LUCIE COUNTY)SS

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 17-023 was duly advertised by title only in the St. Lucie News Tribune on July 7, 2017; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on July 17, 2017; and was duly introduced, read by title only, and passed on second and final reading on August 7, 2017, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 7th day of August, 2017.

_____
Linda Hudson,
Mayor Commissioner

_____
Linda W. Cox,
City Clerk

(CITY SEAL)



























Arts and Culture Master Plan

Arts and Culture Master Plan

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I. Introduction

Arts, cultural heritage and creativity are essential keys to capitalizing on Fort Pierce's unique and distinctive identity. They each play a vital role in supporting community cohesion and well-being by enhancing community pride, fostering economic development and increasing tourism.

Arts - Arts are a diverse range of human activities that create visual, auditory or performing artifacts, intended to be appreciated for their beauty or emotional power. The arts create an economic engine that increases tourism, creates jobs and improves quality of life. Implementing arts and culture into a community is also proven to help boost economies.

Cultural Heritage - Cultural Heritage is an expression of the ways of living developed by a community and passed on from generation to generation, including customs, practices, places, objects, artistic expressions and values.

Creativity – Creativity is participation in a range of activities that allow for imaginative expression, such as music, art, creative movement, and drama, which engage the mind, body and senses.



The Wizard of Oz – Missoula Children's Theater Summer Camp – Sunrise Theater - 2013

The arts stimulate creative problem-solving and innovation within a community. Parents with youth involved in sustained, structured community-based arts programs show a positive increase in the perception of their neighborhoods. When the arts become central in a community, the learning environment improves, and the culture transforms to become more positive, creative, and supportive.

Cultural heritage is important because it helps people connect with others who have similar backgrounds and provides a sense of unity and belonging. Cultural heritage also provides people with a link to traditions that might otherwise be lost.

Creativity is a powerful economic engine for Fort Pierce. The creative sector contributes directly and indirectly to community prosperity, by generating economic activity, providing employment, making our city attractive, and enhancing our overall quality of life.



Annual Highwaymen Art Exhibit Fort Pierce City Hall

This Master Plan, built around Creative Placemaking initiatives, paves the way for the creation of the City's 10-Year Arts and Culture Strategic Plan, with input from City Commissioners, private citizens, staff, artists, arts organizations, nonprofits and business owners. The Strategic Plan will detail a course of action to enhance and capitalize on Fort Pierce's existing arts and cultural heritage amenities. The 10-Year Plan will also provide strategies to support artists, arts organizations and arts educational opportunities with programs and projects that positively transform our historic communities and downtown area.

Creative Placemaking - In creative placemaking, partners from public, private, nonprofit and community sectors strategically shape the physical and social character of a neighborhood, town, tribe, city or region around arts and cultural activities. Creative placemaking animates public and private spaces, rejuvenates structures and streetscapes, improves local business viability and public safety, and brings diverse people together to celebrate, inspire and be inspired.

An Arts and Culture Master Plan and 10-Year Strategic Plan will increase the viability of the City's arts and culture grant applications and provide written guidelines for City and County AIPP funding oversight.

Government investment in public arts and cultural programs is typically based on the following:

- Enhancing the physical environment and its image
- Creating a sense of place and distinctiveness
- Contributing to community cohesion
- Enhancing social health and well-being
- Contributing to economic value through inward investment and tourism
- Fostering civic pride and confidence
- Raising quality of life
- Reducing crime

A. **Vision** The vision for the City of Fort Pierce Arts and Culture Master Plan and 10-year Strategic Plan is to foster an environment where arts and culture flourish for the benefit, education, and well-being of all residents and visitors.

B. **Mission** The mission of the Arts and Culture Master Plan is to affirm the City of Fort Pierce's commitment to arts and cultural heritage and set into motion the development of a 10-Year Arts and Culture Strategic Plan to empower and support and sustain a strong and vibrant artistic atmosphere for Fort Pierce residents and visitors. The inspiration for this Arts and Culture Master Plan is the belief that arts, cultural heritage and creativity provide essential contributions to the quality of life in Fort Pierce.



Local Artist and Instructor Anita Prentice with Summer Art Students

Accomplishing this mission will fulfill the City's objectives to:

- Support and facilitate an increase in the development, preservation and promotion of the City's existing artistic and cultural heritage assets;
- Support and promote the development of artists, arts organizations, the school district and facilities that sponsor arts and cultural heritage programs, projects and educational opportunities;
- Encourage and facilitate opportunities for City residents and visitors to participate in arts, cultural heritage and creative educational activities;
- Stimulate greater governmental and public awareness and appreciation of the importance of the development, preservation and promotion of arts, cultural heritage and creativity within the City of Fort Pierce;
- Advocate and communicate factual information on local, state and national arts and cultural heritage issues to citizens and elected officials;

- Encourage and facilitate greater and more efficient use of City, County, State, Federal and private resources to develop and support arts, cultural heritage and creative programs and projects in Fort Pierce;
- Enhance everyday life throughout the City of Fort Pierce; and
- Further the recognition of Fort Pierce as an arts, cultural heritage and creative mecca and a destination of choice for investors, developers, tourists and current and future residents.



Zora Neale Hurston

C. Goals

1. Increase the development, visibility and marketing of Fort Pierce's existing arts and cultural heritage assets, programs and projects to clearly identify and celebrate Fort Pierce as the *"Home"* of Zora Neale Hurston, the Florida Highwaymen, A.E. 'Bean' Backus, the Sunrise and Lincoln Theaters, and a 'Hub' for arts organizations, up-and-coming artists, art exhibits, programs and projects;
2. Strengthen the capacity and sustainability of Fort Pierce's artists and arts organizations;
3. Encourage participation of new artists – both professional and amateur;
4. Promote educational opportunities on Fort Pierce's arts and cultural heritage;
5. Weave arts and cultural heritage into all aspects of life in Fort Pierce to build civic pride and improve the quality of life for residents and visitors, raise community perception and cultivate economic development opportunities;
6. Strengthen arts education and beautification opportunities to improve blighted areas; and
7. Identify ongoing revenue sources to support the growth and development of Fort Pierce's arts and cultural heritage amenities.

D. Tasks to Reach Goals

- Engage private citizens, artists, arts and cultural heritage organizations, community activists, City and County leaders, staff, etc. in creating the 10-Year Arts and Culture Strategic Plan. This will help:
  - Identify important community issues where arts and cultural heritage activities can provide solace;
  - Guide policy makers, commissioners, staff and volunteers as the Strategic Plan is implemented; and
  - Provide a crucial resource to positively impress potential grant funders to support the development, growth, marketing and preservation of the City's arts and cultural heritage assets, artists and arts organizations.



A.E. 'Bean' Backus

E. Priorities:

Priorities include, but are not limited to (in no specific order):

- **Establishing a Name and Logo for the Program:** A potential name for the program is "Arts & Culture Today" in Fort Piece.
- **10-Year Strategic Plan** for the **ACT** program and its components including short (ACT 1), mid (ACT 2) and long term (ACT 3) program goals and benchmarks.
- **Marketing and Image**: The ATTR**ACT** component will define and promote the diversity of the cultural assets and creative uniqueness of Fort Pierce by branding and marketing the City of Fort Pierce "Arts & Culture Today" **ACT** program and its components. Marketing will stress the authenticity of our culture, and the Icons of our cultural heritage.
- Designate the City of Fort Pierce as *"The Home"* of Zora Neale Hurston, the 'Original' and '2nd Generation' Highwaymen artists, and landscape painter A.E. 'Bean' Backus, the Sunrise Theater and the Lincoln Theater. Platforms to promote marketing, promotion and public relations will include a website, other social media, programming, mass media outlets, networking, workshops and fliers in FPUA bills, contacts, and signage.



"The Art of Living Green" – Downtown Fort Pierce

- **Community Buy-In and Commitment:** ***"****Help Fort Pierce get its* ***ACT*** *Together"* will be an essential kick-off program. Garnering initial verbal and conditional commitment and later " Buy in" by potential funders, businesses, artists, arts organizations, public and private schools, residents, current and prospective developers, investors, and employers, employees and visitors.
- **Space**: Expand and support spaces for art and cultural heritage activities and events, including affordable space for artists, performances, exhibitions, meetings, storage, rehearsals, and education.
- **Youth**: Enlighten young people with hands-on arts and cultural heritage opportunities through education, recreation and social settings intertwined in all aspects of their life.



Jazz and Blues Society – Outdoor Concert – Downtown Fort Pierce

- **Business**: Engage businesses with Fort Pierce's arts and cultural community.
- **Agency:** Create a Division of Arts and Culture within the Department of Urban Redevelopment, supported by an active Commission-appointed Citizen's Advisory Board to assist in the creation and implementation of the 10-Year Arts and Culture Strategic Plan.
- **Heritage**: Highlight our unique cultural heritage to inspire a sense of place and pride in Fort Pierce residents and businesses.

- **Potential**: Identify, strengthen, promote and broadcast Fort Pierce's cultural heritage assets and artistic treasures.
- **Community**: Facilitate community involvement in the arts.
- **Capacity**: Increase the capacity of Fort Pierce's creative sector through strategies such as public and private funding for arts agencies, artists, businesses, cultural heritage education, etc. Provide opportunities to disseminate information, promote networking and collaboration, technical assistance, and project and program coordination.
- **Creative Climate**: Develop a climate that encourages the growth of creative enterprises, individual artists, arts organizations, economic development and tourism.



Annual Highwaymen Heritage Trail Art Show and Festival
Moore's Creek Linear Park – Lincoln Park Neighborhood

- **Lincoln Park**: Improve, promote and expound upon arts and cultural heritage assets in Lincoln Park. Promote artist live-work environment, creative enterprises, investments in small businesses, entrepreneurship, special events, restaurants, shopping, streetscape and façade development that will result in the creation of a safe, vibrant, lively atmosphere. Form collaborations with surrounding communities to cross-promote assets, including Eatonville (Zora Neale Hurston) Mount Dora, Pompano, Davenport, etc. (Highwaymen). Collaborate with A.E. Backus Museum, Treasure Coast Art Association, Jazz and Blues Society, individual Highwaymen and other artists to promote programs, projects and activities. Seek funding opportunities to assist artists, art and cultural heritage programs and projects and rehabilitation/ operation of the Lincoln Theater.
- **Orange Avenue Corridor – Peacock Arts District** – Seek grant funding, investors, arts organizations, artists, etc. and collaborate with property owners along the corridor to assist in the development and enhancement of the Orange Avenue Corridor/Peacock Arts District as walkable and encouraging for businesses, artist housing, arts and cultural heritage programming, attractions, office and open space.
- **Sunrise Theater of the Performing Arts** – **and the Historic Lincoln Theater -** Seek grants for the theaters to help increase its self-sufficiency, capacity and sustainability. Bolster opportunities for youth and all Fort Pierce citizens to discover and participate in the performing arts.



Missoula Children's Theater Summer Camp - Sunrise Theater

- Survey and assess the needs of local artists, arts and community organizations and the school district, relating to arts and cultural heritage programs and projects;
- Promote artistic and cultural heritage offerings that reflect, engage and appeal to the ethnic, gender, and age diversity of the City, including all socioeconomic levels;

- Enhance arts education in area schools, so that every Fort Pierce child has access to comprehensive arts and cultural heritage learning, through school programs, artists and art organizations;
- Ensure residents and visitors have the opportunity to participate in arts and cultural heritage activities;
- Shape our environment to reflect the inspirational and creative spirit of who we are through cultural activities, public art, and easily-accessible, welcoming public spaces;
- Establish the City of Fort Pierce as a haven for artistic creators by establishing suitable, affordable space and opportunities for professional artistic development and networking;



Jazz and Blues Fest – Downtown Fort Pierce

- Ensure the promotion of arts and cultural heritage as a priority, as reflected in supportive policies, incentives, ongoing funding, and capital investments; and
- Maintain the Division of Arts and Culture as financially stable and sustainable, based upon a diverse range of income sources.

II. Responsibilities of the Division of Arts and Culture

1. The Division of Arts and Culture will oversee the creation process and the implementation of the 10-Year Arts and Culture Strategic Plan that will contain the policies and procedures needed to accomplish the goals set forth by this Master Plan. The Division will:
   a. Construct Annual Action Plans from the 10-Year Arts and Culture Strategic Plan containing specific projects, programs and tasks for consideration and approval by the Fort Pierce City Commission;
   b. Create and oversee a grant application/award process for local Fort Pierce artists, agencies, etc. for projects and programs based on the Arts and Culture Strategic Plan and Commission-approved Annual Action Plans utilizing the City of Fort Pierce and a portion of St. Lucie County Arts in Public Places (AIPP) funding.



Highwaymen Obelisk
Highwaymen Heritage Trail Stop #7
Avenue D and 15th Street

Note: The process to disseminate City and County AIPP funding for sub-awards for Fort Pierce-based arts and cultural heritage projects will be accomplished the same way the Department of Urban Redevelopment provides dozens of grant awards for public service and commercial façade improvements each year. This process includes: a competitive grant application process with review of applications and recommendations for funding of individual projects by an advisory board with final determination by the Fort Pierce City Commission. Following grant awards, grantees will be required to adhere to award contractual agreements, based

on their grant applications and also provide monthly progress reports that gauge timeline progress and expenses throughout the duration of the project.

c. Collect, arrange, record, preserve and disseminate arts and cultural heritage materials;
d. Be well-informed on local, state, and federal laws relative to the arts and actively support and advocate local, state and national arts legislation;
e. Act as a liaison between the City, various governmental agencies, private arts and cultural heritage groups, individuals, and organizations on related matters;
f. Make recommendations for legislation to the City Commission and the St. Lucie County Board of County Commissioners in relation to arts and cultural heritage matters;
g. Promote collaborations and facilitate the creation of artistic and cultural heritage programs, projects, events and facilities;
h. Continue to build upon the City's arts and cultural heritage amenities by infusing the arts into the community as a whole;
i. Strengthen the Department of Urban Redevelopment's 'Creative Placemaking' initiative through grant awards, partnerships and marketing, which will spur economic development, job creation and heighten civic pride in our historic neighborhoods;



Summer Art Class
Treasure Coast Art Association

j. Attend area arts events;
k. Research, write and submit grant applications to fund the Division and related arts and cultural heritage projects; and
l. Promote the City's diverse arts and cultural heritage offerings and aesthetic environment to the world.

End Result Positive, ongoing support for the development of arts and cultural heritage in Fort Pierce will increase economic vitality, investment, development, job creation, tourism, and quality of life, while enhancing artistic endeavors and encouraging academic growth through the arts.

III. Creation of the 10-Year Arts and Culture Strategic Plan

The Division of Arts and Culture will direct, with extensive citizen, artist, arts organization, City Commission, Advisory Board and staff input, the creation, development and implementation of the City's Arts and Culture Strategic Plan, which will include guidelines, ideas for programs, projects and services to support, preserve and strengthen Fort Pierce's existing arts and cultural heritage amenities and its diverse artistic community.



Historic Arcade Building - Downtown Fort Pierce

The purpose of developing an Arts and Culture Strategic Plan is to:

- Identify tasks, projects, timelines etc., as necessary, to implement this Arts and Culture Master Plan;
- Build upon long standing arts and cultural heritage assets and traditions;
- Foster emergent artists; and
- Celebrate and preserve Fort Pierce's vibrant heritage.



Hooked on Music Festival – Downtown Fort Pierce

The intention of the Strategic Plan is to provide a framework for the inclusion of public art and cultural heritage programming in the daily life of Fort Pierce, to reinforce community identity and change outsider perceptions, capitalize on local assets, spur economic development and job creation, increase tourism, create places for human interaction and assure the preservation of our local cultural heritage.

The Arts and Culture Strategic Plan will include methods to implement this Master Plan within the Department of Urban Redevelopment, and to improve projects that are currently underway, including 'creative placemaking` initiatives to enhance, preserve and promote existing cultural heritage amenities and venues.

IV. Methodology

A. Funding the Division of Arts and Culture

Funding for the Division of Arts and Culture can derive from various sources:

1. Interlocal Agreement between the City and St. Lucie County to designate one third of the County's Arts in Public Places (AIPP) funding for the next ten years to the Division, for activities, projects and programs that align with this Arts and Culture Master Plan. The Interlocal Agreement will establish how percentages of yearly AIPP funding allocations will be used. Examples of uses for allocation include:
   - Grant 'Sub-Awards' for artists, arts agencies/organizations, etc. for various types of arts and cultural heritage projects and programs;
   - Match for grant awards for arts and cultural heritage community events, programs and projects;
   - Temporary Art Exhibits at various locations around the City, including, but not limited to historic City Hall, Lincoln Park Main Street offices, PP Cobb's Cultural Center, and the Lincoln Theater and the historic St. Anastasia building; and
   - The administration of the Division of Arts and Culture.
2. Resolution from the Fort Pierce City Commission to appropriate the City's AIPP funding for the Division, to be expended per AIPP Resolution guidelines.



"Leap of Faith"
Fort Pierce City Hall

3. Grant funding from Vista/Ameri-Corps for student interns to support the program.
    - IRSC is a good candidate for student interns since they have a Bachelors of Arts program.
4. Grants from the Florida Division of Cultural Affairs, the Florida Humanities Council, the National Endowment for the Arts, the National Endowment for the Humanities, Visit Florida and other private, state and national funders for arts and cultural heritage programs and projects.



"Original" Highwaymen Artists Al Black, Mary Ann Carroll, Charles Wheeler and James Gibson

5. Depending on Federal Budget funding for the Community Development Block Grant (CDBG), the City could use a portion of CDBG for activities for the "Promotion of Local Art and Cultural Heritage".

    Types of activities would include:

    - Arts and Cultural heritage events, projects and educational programs in historic neighborhoods, such as mural projects, art festivals, art exhibits, etc.; and
    - Cash match for arts and cultural heritage grants that benefit historic neighborhoods.

B. Division Office and Arts and Cultural Heritage Center

1. Designate a location for the Arts and Cultural Heritage Center

    - The Arts and Cultural Heritage Center will provide space for ongoing and touring art exhibits, arts and cultural heritage educational workshops, meetings and performances that communicate and educate while accentuating Fort Pierce's strong arts and cultural heritage.

Note: Establishing an Arts and Cultural Heritage Center will qualify the City to apply for grants from multiple funders, since the space utilized for the Center can be used as 'match' for various state and national grants. Funders are more likely to award grants for programs that have an Arts and Culture Master Plan and a facility currently in use.



Quarterly 'Jazz on Moores' Creek' Concert
Moores' Creek Linear Park – Lincoln Park Neighborhood

Proposed Locations

1. **"Old City Hall"** – Arts and Cultural Heritage Center (startup) (1-3 years)

    This temporary Arts and Cultural Heritage Center will provide space for ongoing and touring art exhibits, educational workshops, meetings, performances, etc.

(FUTURE) The St. Lucie Regional Arts and Cultural Heritage Center

The historic St. Anastasia building – 910 Orange Avenue. Collaborate with St. Lucie County to relocate the St. Lucie County Regional History Center to the historic St. Anastasia Building. This colossal facility and surrounding property would not only accommodate the St. Lucie County Regional History Center and all of its assets, it could also provide exhibit, performance, conference and program meeting space, satellite offices for the Department of Urban Redevelopment/Arts and Culture Division, and promotional space for the Fort Pierce Authentic Tours program.



Historic St. Anastasia Building
910 Orange Avenue – Fort Pierce

This Center could easily become a hub for arts and cultural heritage activities, exhibits and events that would garner local, regional, national and international attention and respect. Local exhibits for the Highwaymen, Zora Neale Hurston, A.E. 'Bean' Backus and traveling exhibits focusing on performing, music, literary, visual, digital and creative arts could be regular features.

Utilizing this facility will create a bridge from downtown Fort Pierce, both artistically and economically, while promoting revitalization - built on our arts and cultural history.

Transforming the historic St. Anastasia building into the St. Lucie Regional Arts and Cultural Heritage Center will breathe life back into an economically depressed area of the City, serve as the cornerstone of the Peacock Arts District, and enhance the Orange Avenue Corridor.

The St. Lucie Regional History Museum will significantly benefit from the easily-accessible location that will allow for bigger and longer exhibitions both inside and outside the facility. The building's central location in Fort Pierce will afford the Museum the opportunity to increase foot traffic and its benefit to the community.

The Division of Arts and Culture will seek collaborative partners, grants, and funding from the Florida Legislature to renovate the historic facility.

C. Grants / Funding Opportunities

As Federal and State funds are available, grants can help fund the Division of Arts and Cultural Heritage and subawards from the Division to local artists and arts organizations. Potential funders include the National Endowment for the Arts (NEA), National Endowment for the Humanities (NEH), Art Space, Division of Cultural Affairs, Florida Humanities Council, Visit Florida, private foundations, Florida legislature appropriations, etc.

Note: A grant from the National Endowment for the Arts (NEA) is a good resource for grant sub-award funding for area artists and arts organizations. Designated exhibit space (Old City Hall, etc.) could be used as the 'required match' for NEA grants.

Note: Federal and State budgets may decrease or eliminate funding for the National Endowment of the Arts and State-funded arts organizations in the upcoming years; however, funding may be restored to the organizations or provided for other similar programs to support arts and cultural heritage projects/programs.

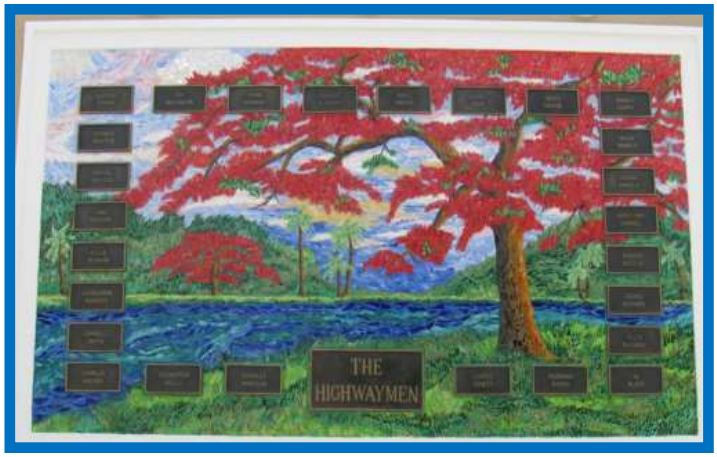
Art in Public Places - A resource for grant sub-awards for area artists and arts organizations is through St. Lucie County and City of Fort Pierce Art in Public Places (AIPP) funding.

D. Website / Social Media / Marketing / Promotion:

The Division will utilize a website, social media, and various marketing and promotional techniques and collaborations to support the development of area artists, arts organizations, cultural heritage assets and community organizations sponsoring cultural heritage activities.

Note: This activity can be funded via marketing/promotional opportunities through arts funders. As funding is available, the State of Florida Division of Cultural Affairs (DCA) provides 'quick turn-around' grants up to $2,500 every six months.

1. Create a website and use social media activities to contact visitors, residents, artists, arts organizations, etc. to promote arts and cultural heritage venues, post grant and artistic opportunities, events for artists, etc., and to utilize as an educational tool.
2. Assist in promoting and helping to identify and brand Fort Pierce's creative uniqueness as an arts and cultural heritage tourism destination.
3. Promote guided tour opportunities for existing cultural heritage trails, Art in Public Places projects/exhibits; and



Highwaymen Mosaic
Highwaymen Heritage Trail Stop #10
Avenue D and 8th Street

Note: Ongoing communication between the Division of Arts and Culture Advisory Board and the St. Lucie County Tourism Development Council (TDC) is essential.

E. Arts and Cultural Heritage Districts; Entrance-way Corridors, Promotion of Cultural Amenities in Historic Neighborhoods and Downtown; Sunrise and Lincoln Theaters

"The PAD: The Peacock Arts District" / Orange Avenue Entranceway Corridor Improvements

1. Cultivate an "artist village / live work community" with affordable living and work space along the Orange Avenue Corridor/Peacock Arts District.
2. Collaborate with property owners and solicit Art Space grants to create artist loft space;
3. Create maps and signage to promote locations; and
4. Create and submit grant applications to various arts and cultural heritage funders to grow the District.

   Note: Art districts build strong economic value, as well as revitalize blighted areas.
5. Potential Sites for Exhibits – Old City Hall, Lincoln Park Main Street Offices, PP Cobb's Cultural Center; Lincoln Theater; historic St. Anastasia building.

Promote Cultural Amenities in Historic Neighborhoods and Downtown

1. Revitalize Fort Pierce's historic neighborhoods and downtown area by promoting and expounding on existing arts and cultural heritage amenities. This will improve the area's economy and enhance the City's opportunities to receive grant funding for future projects.
2. Collaborate with the Martin Luther King, Jr. Commemorative Committee to secure funding to complete the rehabilitation of the historic Lincoln Theater, transforming it into a 500-seat performing arts venue.



Historic Lincoln Theater
Avenue D – Lincoln Park Neighborhood

3. Provide grant sub-awards to artists and arts organizations for the creation of public art, including street art, colorful murals, pop-up type art shows, street painting, etc., and to enhance offerings related to existing arts and cultural heritage amenities.

   Note: Public art, including street art, murals, etc. create and encourage a 'following'.

Cultural Information Centers

Create Mini-Cultural Information Centers at various locations throughout the City, including Granny's Kitchen, the Lincoln Theater and the 7 Gables House.

Farmers' Market, Sunrise and Lincoln Theaters, Downtown and Historic Neighborhood Events

The Division of Arts and Culture will expand ways to capitalize on the crowds that attend the Saturday Farmer's Market, outdoor concerts at the City Marina, performances at the Sunrise and Lincoln Theaters, Jazz on Moore's Creek, etc., to increase the economic viability of all small businesses in Fort Pierce.

Sunrise and Lincoln Theaters

The Division of Arts and Culture will identify additional funding sources to enhance the economic viability of the Sunrise and Lincoln Theaters, through:

1. Establishing new partnerships;
2. Promoting the importance of the growth and sustainability of the theaters to all of St. Lucie County. Potential additional funding sources include (as Federal and State budgets allow):
   a. St. Lucie County Tourism Development Council (TDC)
   b. The Florida Humanities Council (FHC)
   c. Division of Cultural Affairs (DCA)



Historic Sunrise Theater for the Performing Arts
Downtown Fort Pierce

d. Private Foundations
e. National Endowment for the Arts (NEA)
f. National Endowment for the Humanities (NEH)

Note: The Division of Arts and Culture will examine numerous avenues to increase financial support for the Sunrise and Lincoln Theaters.

Note: Live music and theatrical performances play an intricate part in branding a positive atmosphere for the City.

F. Creation of Viable Arts Education Component

A strong arts education component is key to the success of arts programming in schools. Through local, state and national partnerships, the Division of Arts and Culture will provide, promote and support professional development opportunities for art teachers, teaching artists and community-based educators interested in utilizing an arts-integrated approach to teaching in schools and communities in Fort Pierce.



"Away" – Downtown Fort Pierce

Note: Quality, professional development opportunities for arts education instructors will help build skills, knowledge and confidence to teach and support the arts.

The Division of Arts and Culture will investigate ways to institute this activity through:

a. Meetings with the St. Lucie County School Board and principals of schools located within City boundaries to discuss arts integration into schools;

b. Utilizing the cultural heritage education and art contest component of the annual Highwaymen Art Show and Festival;

c. Partnering with Indian River State College to develop a fun, cultural heritage educational component for Zora Neale Hurston and A.E. 'Bean' Backus;

d. Strengthening collaborations with the Sunrise and Lincoln Theaters, the Kennedy Center and the Division of Arts and Culture to create a 'triangle system' buy-in; and

e. Soliciting grant funds for projects to expand the use of the arts as a core component of education through professional development for artists and teaching artists:

f. Applying to State of Florida for License Plate grant funds for Arts Education for schools within the city limits of Fort Pierce, using the first grant award from this funder to cover the costs associated with the required Kennedy Center Partnership training, travel and other expenses required to create this worthwhile partnership; and

g. Create a user-friendly website within the Division of Arts and Culture to promote upcoming arts educational workshops and seminars and opportunities for continued education for artists and teachers.

h. Establish a partnership with the Kennedy Center to enhance artistic opportunities in Fort Pierce Schools to create additional support and provide a highly recognized 'seal of approval', which could lead to new financial backers and a direct positive economic impact for the City as a whole.

Note: The Kennedy Center's ***Ensuring the Arts for Any Given Child*** program is designed to assist communities in developing and implementing a plan for expanded arts education in their schools and ensuring access and equality for all students in grades K-8. The goal of the Any Given Child initiative is to create full access to arts education programs and resources for all K–8 students in a community.

Note: The Division will apply for State of Florida for License Plate grant funds for Arts Education for schools within the city limits of Fort Pierce, using the first grant award from this funder to cover the costs associated with the required Kennedy Center Partnership training, travel and other expenses required to create this worthwhile partnership.



"In the Swim" – Downtown Fort Pierce

Note: Schools like Chester A. Moore Elementary that are currently without an art teacher or art department and recently received an "F" score from the Department of Education should be a primary focus.

Note: Collaborations could also lead to adding Art Collaborative Works as a technical trade for Indian River State College to further the technical trade industry.

V. Creative Placemaking, Economic Impact and Tourism

Creative Placemaking initiatives are an integrative approach to urban planning and community building that stimulates local economies and leads to increased innovation, cultural diversity, and civic engagement. Since creativity fuels place value, the benefits of using arts and culture heritage to tap into a place's unique character extend well beyond the art world.

Across sectors and at all levels, today's leaders and policymakers are increasingly recognizing how arts-based Creative Placemaking initiatives can simultaneously advance their missions in transportation, housing, employment, health care, environmental sustainability, and education.



One of many concrete benches adorned with brightly-colored mosaic art in Fort Pierce

Note: In 'Creative Placemaking,' partners from public, private, nonprofit, and community sectors can strategically shape the physical and social character of a neighborhood, town, city, or region around arts and cultural heritage activities. Creative placemaking initiatives will animate public and private spaces, rejuvenate structures and streetscapes, improve local business viability and public safety, and bring diverse people together to celebrate, to inspire, and to be inspired.

Closing

In April, 2015, the Economic Development Council of St Lucie County completed a workshop with an outcome of strategies to build economic growth in St Lucie County. Goals were created which were to be followed up with a development plan. Goal #6 in the initial plan was listed as “Quality of Life through Tourism.” This positive goal helps quantify the apparent need to capitalize on the arts and cultural heritage amenities in historic Fort Pierce, which will increase tourism, renew civic pride, encourage economic development and improve the City’s overall quality of life.

The City of Fort Pierce City Commission approved an amended 2011-2016 Community Development Block Grant Consolidated Plan in August 2013 and the 2016-2020 Con Plan to include “Promotion of Local Arts and Cultural Heritage”. The City is dedicated to the successful implementation of the Arts and Culture Master Plan and its mission to “…empower, support and sustain a strong and vibrant artistic atmosphere for Fort Pierce residents and visitors.”

Funding from CDBG, federal, state, local and national grant opportunities, foundations and the Art in Public Places programs from the City and St. Lucie County will ensure the success of this Plan and the continuous creation, preservation and promotion of Fort Pierce’s artists, arts and cultural heritage programs and projects.

# # # #



Participants in “Ghosts of Fort Pierce Past” Historic Walking Tour
October, 2016

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Sherri Cipriani, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FT PIERCE/LEGALS	1672670	Meetings: ORD 17-023	Meetings

Pub Dates
July 7, 2017

Sworn to and subscribed before me this day of, July 06, 2017, by

_____, who is

Sherri Cipriani

(X) personally known to me or

( ) who has produced _____ as identification.

_____

Linda Joyce Klein — Notary Public

LINDA JOYCE KLEIN
Notary Public – State of Florida
Commission # GG 081422
My Comm. Expires Mar 9, 2021
Bonded through National Notary Assn.

Ad Number: 1672670
Insertion Number: N/A
Size: 1 Col x 88 ag
Color Type: N/A
Advertiser: City of Fort Pierce
Agency: N/A
Section-Page-Zone(s): E-4-All
Description: Meetings: ORD 17-023

St. Lucie News Tribune
TREASURE COAST NEWSPAPERS PART OF THE USA TODAY NETWORK
Friday, July 07, 2017

Notice To Creditors

The administration of the estate of LINDA LAMSON PETERMAN, deceased, whose date of death was April 19, 2017 is pending in the Circuit Court for Indian River County, Florida, Probate Division; the address of which is 2000 16th Avenue, Vero Beach, FL 32960. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons, who have claims or demands against decedent's estate, including unmatured, contingent or unliquidated claims, and who have been served a copy of this notice, must file their claims with this court WITHIN THE LATER OF THREE (3) MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE OR THIRTY (30) DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons who have claims or demands against the decedent 's estate, including unmatured, contingent or unliquidated claims, must fi le their claims with this court WITHIN THREE (3)MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED. NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2)YEARS OR MORE AFTER THE DECEDENT 'S DATE OF DEATH IS BARRED.

THE DATE OF FIRST PUBLICATION OF THIS NOTICE IS June 30, 2017.

Personal Representative:
DALE M. KUPFERBERG
C/o Mathison Whittles, LLP
5606 PGA Boulevard, Suite 211
Palm Beach Gardens, FL 33418
Telephone: (561) 624-2001
Attorney for Personal Representative:
Frederic T. DeHon, Jr., Esquire
Florida Bar No.: 309656
FREDERIC T. DeHON, JR., P.A
5606 PGA Boulevard, Suite 211
Palm Beach Gardens, FL 33418
Telephone: (561) 624-2001
Pub: June 30, July 7, 2017
TCN 1668039

PUBLIC SALE

CHARLIE'S TOWING GIVES NOTICE OF FORECLOSURE OF LIEN AND INTENT TO SELL VEHICLES ON JULY 22, 2017 AT 9:00 AM AT 556 1ST STREET, VERO BEACH, FLORIDA 32962, PURSUANT TO SUBSECTION 713.78 OF THE FLORIDA STATUTES. CHARLIE'S TOWING RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS.

Notice To Creditors

2004 SATURN
VIN# 1G8JC54F44Y501837
2000 MERCURY
VIN# 2MEFM74W3YX600237
2003 DODGE
VIN# 1D4HR38N43F528901
1992 PONTIAC
VIN# 1G2HX53L1N1248314
2001 LEXUS
VIN# JTHBD182510029943
2006 JEEP
VIN# 1J4GS48K16C205527
1999 NISSAN
VIN# 1N4DL01D7XC156108
2017 JEEP
VIN# 1C4PJLCB1HW534742

Pub: July 7, 2017
TCN 1676165

Other Public Notices

BEFORE THE BOARD OF COUNTY COMMISSIONERS ST. LUCIE COUNTY, FLORIDA

NOTICE OF INTENT

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of St. Lucie County, Florida will consider an Ordinance, which if adopted would amend Section 22-95, "Creation Of The Affordable Housing Advisory Committee", to reduce the number of committee members from eleven (11) to nine (9) members; providing for severability; providing for filing with department of state; providing for effective date; providing for adoption; and providing for codification. The public hearing will be held before the St. Lucie County Board of County Commissioners on Tuesday, the 18th day of July, 2017 at 9:00 a.m., or as soon thereafter as the matter may be heard in the St. Lucie County Commission Chambers at the St. Lucie County Administration Building Annex, Third Floor, 2300 Virginia Avenue, Fort Pierce, Florida. Matters affecting your personal and property rights may be heard and acted upon. All interested persons are invited to attend and be heard. Written comments received in advance of the public hearing will also be heard.

Copies of the proposed ordinance may be obtained from the County Attorney's Office, St. Lucie County Administration Building Annex, 2300 Virginia Avenue, Fort Pierce, Florida, 34982. Amendments to the Ordinance may be made at the public hearing. If it becomes necessary, a public hearing may be continued to a date certain.

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, commission, agency, council or advisory group, that person will need a record of the proceedings and that, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based. Upon the request of any party to the proceedings, individuals testifying during a hearing will be sworn in. Any party to the proceeding will be granted an opportunity to cross-examine any individual testifying during a hearing upon request.

Anyone with a disability requiring accommodation to attend this meeting should contact George Landry, Risk Manager, at (772) 462-1546, or T.D.D. (772) 462-1428, at least forty-eight (48) hours prior to the meeting.

The title of this Ordinance is:

ORDINANCE NO. 17-XX

AN ORDINANCE AMENDING SECTION 22-95, "CREATION OF THE AFFORDABLE HOUSING ADVISORY COMMITTEE", TO REDUCE THE NUMBER OF COMMITTEE MEMBERS FROM ELEVEN (11) TO NINE (9) MEMBERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH DEPARTMENT OF STATE; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR ADOPTION; AND PROVIDING FOR CODIFICATION.

THIS NOTICE EXECUTED and dated this 7th day of July 2017.

Submitted by:
Daniel S. McIntyre
County Attorney
Pub: July 7, 2017
TCN 1675791

MARTIN COUNTY
NOTICE OF ISSUANCE OF DEVELOPMENT ORDER CHANGE

Notice is hereby given that on June 30, 2017 the Martin County Growth Management Director issued a development order change approving the administrative amendment to the approved final site plan for the Daystar Storage project D048-005. More specifically, this approval of the revised final site plan is for the extension of the existing open storage area for equipment, business vehicles, RV's and boats and construction of a surface water management system to serve the existing and proposed storage area on the 10.5 acre subject property located at the southwest corner of SE Bridge Road and SE Flora Avenue in Hobe Sound. Copies of the Development Order are available from the Growth Management Department, Martin County Administrative Center, 2401 SE Monterey Road, Stuart, Florida.

Any adversely affected person may appeal the Growth Management Director's issuance of a Minor Development Order by filing a notice of appeal with the County Administrator within 30 days of the date of issuance of the Minor Development Order pursuant to Section 10.10, Land Development Regulations, Martin County Code (LDR). Copies of Section 10.10, LDR, are available from the Growth Management Department.

Pub: July 7, 2017
TCN 1673733

NOTICE

Indian River Farms Water Control District will be spraying canals within the District beginning April 17, 2017 through December 31, 2017.

David E. Gunter
Secretary Treasurer

Pub: April 14, 21, 28; May 5, 12, 19, 26; June 2, 9, 16, 23, 30; July 7, 14, 21, 28; August 4, 11, 18, 25; September 1, 8, 15, 22, 29; October 6, 13, 20, 27; November 3, 10, 17, 24; December 1, 8, 15, 2017
TCN 1572064

NOTICE

Effective June 14, 2017, Dr. Arturo Castro will no longer be employed by Martin Heath Physician Group. Patient records will be maintained at 1095 NW St. Lucie West Blvd., Pt. St. Lucie, FL 34986, telephone (772) 785-5581. You may have a copy of your medical record transferred to a physician of your choice at no charge with a signed authorization.

Pub: June 16, 23, 30, July 7, 2017
TCN 1650323

NOTICE OF UNCLAIMED MONEYS

Unclaimed moneys for Cash Bonds, Garnishment Surplus, Non Resident Cost Bonds, Small Claims Garnishments, Small Claims Non Resident Cost Bonds deposited with the Clerk of the Circuit Court, prior to January 1, 2016, for the following defendants will be forfeited to the Indian River County Clerk of Court unless claimed by the depositor of the cash bond by September 1, 2017:

For a listing of defendants and for information to claim the balance, please visit our website at www.clerk.indian-river.org

Click on the "Unclaimed Bonds" in the blue bar on the top of the page.

Click on the "Unclaimed Monies" on the left side of the screen.

Pub: July 7, 2017
TCN 1665618

Public Notices

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION, AMENDMENT, AND/OR REPEAL OF A POLICY OR POLICIES OF THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA

NOTICE IS HEREBY GIVEN that the School Board of St. Lucie County, Florida, will hold a public hearing on Tuesday, August 8, 2017, at 5:00 p.m., or as soon thereafter as the matter may be heard, in the School Board Meeting Room, 4204 Okeechobee Road, Fort Pierce, Florida, for the purpose of hearing public comment and objections, in accordance with Sections 120.54, 1001.41, and 1001.42, Florida Statutes, to the proposed adoption, amendment, and/or repeal of the Health Manual. If adopted, amended, and/or repealed, the proposed adoption, amendment, and/or repeal shall become effective upon approval by the School Board of St. Lucie County.

A copy of the proposed policy (ies) will be available at the School Board Office, 4204 Okeechobee Road, Fort Pierce, Florida. Regular summer office hours June 12, 2017, through August 4, 2017, are Monday – Friday, 7:30 a.m. to 3:30 p.m. Beginning August 7, 2017, and thereafter, regular office hours are Monday – Friday, 8:00 a.m. to 4:30 p.m. Contact the Board Members' Office at (772) 429-3914.

Any person, who wishes to provide a proposal for a lower cost regulatory alternative as provided by Section 120.541(), must do so in writing within 21 days after publication of this notice. The proposed adoption, amendment, and/or repeal is not expected to require legislative ratification pursuant to Section 120.541(3).

Each person who decides to appeal any decision made by the School Board with respect to any matter considered at the meeting is advised that the person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If due to a disability, any individual requires special accommodation to receive School Board information or participate in School Board functions, please call (772) 429-3914 and ask for the School Board's Executive Assistant. The Telecommunications Device for the Deaf (TDD) telephone number is (772) 429-3919.

Dated this 3rd day of July, 2017.

SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA
By: E. Wayne Gent,
Superintendent
Pub: July 7, 2017
TCN 1675802

Public Notices

LEGAL AD

The Sebastian Inlet District will hold a Regular Commission Meeting at 4:00 PM on Wednesday, July 14, 2017 at the Sebastian Inlet District Office, 114 Sixth Avenue, Indialantic, FL 32903. Matters to be addressed during the meeting will include any matters that may require board action and such other matters that may come before the Board at a regular commission meeting.

Pub: July 7, 2017
TCN 1672734

CITY OF FORT PIERCE

NOTICE OF PROPOSED ORDINANCE

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will on Monday, July 17, 2017 and Monday, August 7, 2017, at their meetings which begin at 6:30 p.m., hold a Public Hearing on the enactment of the proposed ordinance on first and second readings respectively, in the City Hall Commission Chambers, 100 North U.S. Highway #1, Fort Pierce, Florida; said ordinance entitled:

ORDINANCE NO. 17-023
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING ARTICLE XXII, CHAPTER 2, ART IN PUBLIC PLACES, BY AMENDING SEC. 2-355 – DEFINITIONS, PROVIDING FOR THE CREATION OF AN ARTS AND CULTURE ADVISORY BOARD AND CREATION OF A 10-YEAR ARTS AND CULTURE STRATEGIC PLAN; AMENDING SEC. 2-356 ART IN PUBLIC PLACES PROGRAM, INCORPORATING THE STRATEGIC PLAN; PROVIDING A SEVERABILITY CLAUSE; AND REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the Public Hearings and be heard with respect to the proposed ordinance. Said proposed ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

Linda W. Cox, City Clerk
Pub: July 7, 2017
TCN 1672670

Request for Bids

ADVERTISEMENT FOR BIDS
INDIAN RIVER FARMS
WATER CONTROL DISTRICT

INSURANCE COVERAGE

Sealed bids will be received by the Indian River Farms Water Control District until 2:00 P.M. Eastern Daylight Time on August 1st, 2017, when they will be opened and read by the Secretary of the District or his representative, in the offices of the District, 7305 4th Street, Vero Beach, Florida, for the provision of liability, worker's compensation, automobile, personal property, umbrella liability coverage for supervisors and officers, and other insurance coverage. The specific types and amounts of coverage required may be obtained from the office of the District, 7305 4th Street, Vero Beach, Florida 32968, Phone 772-562-2141, or by mail addressed to the District at the aforesaid address.

All bids shall be submitted in duplicate. Each bid shall be submitted in a sealed envelope addressed to Indian River Farms Water Control District, 7305 4th Street, Vero Beach, FL 32968, and shall bear the name and address of the bidder on the outside and the words "Insurance Bid". If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the aforementioned address.

The District reserves the right to delay awarding of the contracts for a period of sixty (60) days after the bid opening, to waive informalities in any bid, or reject any or all bids in whole or in part with or without cause and/or to accept the bid that, in its judgment, will serve the best interest of the District.

No bidder may withdraw his bid within sixty (60) days after the actual date of opening thereof.

INDIAN RIVER FARMS
WATER CONTROL DISTRICT
By: David E. Gunter, Secretary
Pub: June 23, July 7, 2017
TCN 1657065

Your digital marketing doesn't have to be a brainteaser.

Digital advertising is only effective with the right strategy. TCPalm invests in key partnerships and ongoing training to stay ahead of the ever-changing digital landscape. We get digital, and we understand how it can best impact your business goals.

TCPalm is your digital marketing powerhouse, delivering the most comprehensive solution portfolio and expert support team on the Treasure Coast.

STRENGTH in NUMBERS | TCPALM
PART OF THE USA TODAY NETWORK

Real Estate
It's all here in the TCPALM localfieds

It's all here in the TCPALM Localfieds

Real Estate Sales

Open Houses

PALM CITY
Sunday, July 9th, 12-2
4255 SW Stoneybrook Way, Palm City, FL 34990
5/3/3 screened pool home on 5 acres. Updated kitchen and many extras.
Tim Lloyd 954-448-0781
Call Tim for gate code.
Remax of Stuart

STUART
Sat., July 8th from 12-3
5042 SE Askew Ave. Stuart
3/2/2 house in Martin Crossings. Open floor plan & updated kitchen.
Tim Lloyd 954-448-0781
Remax of Stuart

Homes For Sale

PORT ST. LUCIE 2-Story Pool Home, Water View 4bd/2.5 bath 2500sq ft, gated comm w/resort style amenities, Like New Move In Ready, open floor plan, SS, granite, over sized 2 car Gar, home warranty, call 772-475-9590 $6000 to buyer at closing $284,900 WEB ID 1610101

STUART 3bd/2ba main house/inground pool, garage, seperate entrance in-law suite, includes kitchen, bath, living room & bedroom, $398,000. Call (724)417-3455 WEB ID 1670808

Waterfront/Beach Property

HUTCHINSON IS STUART Dunes Club. Directly on beach! 3/2.5 Townhouse, Furn; Super Clean! Faces pool. $295,000 Owner. grandcruyacht@icloud.com 305-692-9284 WEB ID 1652704

VERO BEACH 1BR/1BA. Laguna lakefront. Furnished. Tile floors. Ceiling fans. New water heater. Gated community, gym, pool, & clubhouse. $99,000. Karl 772-532-5493 WEB ID 1649277

Farms & Acreage

1,152 acres in Lafayette Co. Managed Timberland, Planted Pine, mixed with Hardwood Bottoms, Excellent Hunting. $1,500/acre. Call 352-867-8018

Manufactured Homes

FORT PIERCE 55+ Spanish Lakes CC, 2bd/2ba, all new appls, W/D, shed, 3-car carport, $14K; (321)662-0127

Ft. Pierce Tanglewood Mobile Home Sales Inc.
Brand New 2017 3/2 16'x66'
Newly Renov 1996 3/2 16'x66'
Call **772-882-0237** for pricing-Inhouse Finc Avail to Qual buyers;Allage Family Comm
www.TanglewoodMHP.com

HOBE SOUND - 2/2, 55+, **No Pets,** Beautiful, W/D, move in ready, new kit, scrned porch, new A/C, walk in closets, water softener, $59,999 772-546-6090 ID 1670466

PORT ST LUCIE - 55+, Spanish Lakes, Lg 3/2 2005, 56' dbl wide, fireplace, carport, high ceilings; Brand new cond! $27,500, Make Offer! Lot rent $518. (772)341-2718 WEB ID 1675838

VERO BEACH 55+ Comm. Lrg 2bd/1.5ba. Completely updated in Pristine Cond! Cent Air, Must See! Minutes from shopping & beach. No pets. $14,900 Finc Avail. Keith 772-217-1247 Web Id 1644320

For Sale By Owner

FORT PIERCE - HOME FOR SALE No credit/bad credit ok. Owner financing 3/3.5/2 corner lot golf community low HOA "Move in" condition. GREAT BUY! Quick close. $200K, 10% down. Call 772-538-1935 WEB ID 1636221

HOBE SOUND - 2/1, single wide, all ages, own the land,- no HOA, just rehabed, possible owner finance, $79k (603)943-3903 ID1676090

VERO BEACH 3/2/1 double lot w/pool new kitchen w/SS appliances w/granite & tile. Cathedral ceilings. $175,000 772-538-1935 WEB ID 1652656

Out of Town

NC MOUNTAINS - none, 0BR, Two new one-level cabins, one log, one cedar, each has 2+ AC. Mtn views, fpl, vaulted ceilings. Only $169,900 ea. 828-286-1666

Real Estate Rentals

Apartments - Unfurn.

FORT PIERCE
1BR/1BA 2BR/2.5BA
www.CortezVillage.net
(772) 466-1505
WEB ID 1645644

VERO BEACH - 1bd/1ba, Mobile Home 55+ park, Great cond! Parkay floors, 10 min to beach, no pets; $650mo F&S, Lease/Purchase Option Avail, Call Vicki 772-453-9051 WEB ID 1644342

VERO BEACH - 2/1, tri-plex, completely remodeled. 905 19th Place. Close to beach/shopping. No pets/smoke. $950/mo FLS; rent covers garbage & lawn care. (772)559-1104 ID 1646620

WHITE CITY
Townhome Community
2 Bedroom, Pool
772-466-0091
www.Weatherbee Townhomes.net
WEB ID 1645653

City Commission Regular Meeting **12.a.**

Meeting Date: 07/17/2017

Re: WRAC Update

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Update from the Wastewater Relocation Advisory Committee - Darrell Drummond, Chairman

Attachments

Memo from Chairman
Agendas and Minutes
Documents provided to members
Charrette Report
Survey

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/07/2017 12:43 PM

Form Started By: Linda Cox
Started On: 06/16/2017 04:18 PM
Final Approval Date: 07/07/2017

City of Fort Pierce Wastewater Relocation Advisory Committee

Memo

To: Mayor & City Commissioners

From: Darrell J. Drummond, Chairman

cc: Nick Mimms, City Manager
Linda Cox, City Clerk
Advisory Committee Members
Rebecca Grohall, Planning & Urban Redevelopment Director

Date: July 12, 2017

Re: Advisory Committee Update

Please find attached backup information provided to the Advisory Committee over the course of its' existence dating back to May 25, 2016. Included in the information are all of the agendas and minutes from the meetings of the Committee.

I will be present at the City Commission meeting on July 17, 2017, to present an update on the status of the work of the Advisory Committee to date. As part of my report, I will outline the requests made of the City Commission and outside agencies, to assist the Committee in its' efforts to develop a recommendation to the Commission on the relocating of the wastewater facility off of its' current site on South Hutchinson Island. As part of my presentation, I have been charged by the Committee to seek further guidance from the Commission on the future actions requested of the Committee ahead of a final recommendation and report.

I look forward to speaking with the Commission on next Monday.

WASTEWATER RELOCATION ADVISORY COMMITTEE
AGENDA

Wastewater Relocation Advisory Committee- Wednesday, May 25, 2016 - 4:00 p.m.
City Hall - Second Floor Conference Room, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **MINUTES**

5. **OLD BUSINESS**

6. **NEW BUSINESS**

   a. Sunshine Law Overview

   b. Selection of Chair

   c. Establish Future Meeting Dates and Agenda Topics

7. **BOARD COMMENTS**

8. **PUBLIC COMMENTS (3 minutes per person)**

9. **STAFF COMMENTS**

10. **ADJOURNMENT**

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

MINUTES OF THE WASTEWATER RELOCATION ADVISORY MEETING HELD IN THE CITY HALL, 2ND FLOOR CONFERENCE ROOM, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 4:00 P.M. ON WEDNESDAY, MAY 25, 2016.

1. **CALL TO ORDER**

Ms. Rebecca Grohall called the Wastewater Relocation Advisory Committee Meeting to order at 4:00 p.m.

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

Present: Chair Darrel Drummond; Vice-Chair Christopher Craft; Committee Member Robert Adolphe; Committee Member R. Duke Nelson; Committee Member Mazella Smith; Committee Member Timothy Perkins; Committee Member William Thiess

Staff Present: City Clerk Linda Cox
Planning Manager Rebecca Grohall
Deputy City Clerk Katerri Johnson

4. **MINUTES**

There were no minutes to approve.

5. **OLD BUSINESS**

There was no old business to discuss.

6. NEW BUSINESS

a. Sunshine Law Overview

Ms. Rebecca Grohall gave a brief presentation on Florida Sunshine Laws, Public Records Laws, and Code of Ethics Laws which she explained that the Wastewater Relocation Advisory Board is governed by the same bylaws.

b. Selection of Chair

Darrell Drummond was nominated as Chair and Christopher Craft was nominated as Vice Chair for the Wastewater Relocation Advisory Committee.

c. Establish Future Meeting Dates and Agenda Topics

There was a consensus of the Wastewater Relocation Advisory Committee that the meetings would be held on the 1st Wednesday of the month with the next meeting to be held on July 6, 2016. The scheduled meeting time is from 3:30 p.m. until 5:00 p.m.

Ms. Grohall also explained that if it were necessary for a committee member to be absent, then a teleconference call could be set up in order to have a quorum.

The first meeting will be an overview from the Fort Pierce Utilities Authority (FPUA) speaking for 1/2 hour on the overall system and plant cost associated with the relocation of the Wastewater Treatment facility and St. Lucie County for 1/2 hour to discuss their participation level and capacity.

7. **BOARD COMMENTS**

The Advisory Committee discussed forwarding a request to Tallahassee for an overview of what constitutes a reverter clause and to find out what the allowable uses are for the plant. It was explained that the reverter clause states that if the property is no longer used for a Wastewater Treatment Facility, then it reverts back to the State or has to be used for a public purpose. The question that was posed is what would the State deem to be a public purpose. As a basis for discussion it was suggested that they utilize the information from the Charrette as a good starting point. With that said, the Advisory Committee requested that each member receive a copy of the Charrette findings.

A topic of discussion for the next meeting will be funding options. Any committee members who has any outlined information or documentation to create a comprehensive list of potential funding sources, please provide it to staff so it can be disseminated to the rest of the group.

9. **PUBLIC COMMENTS**

Harold Smyth
Ashton DePeyster
Chris Williams

10. **STAFF COMMENTS**

None

11. **ADJOURNMENT**

With no further business to discuss, the meeting was adjourned at 5:19 p.m.

WASTEWATER RELOCATION ADVISORY COMMITTEE
AGENDA

Wastewater Relocation Advisory Committee- Wednesday, July 6, 2016 - 3:30 p.m.
City Hall - Second Floor Conference Room, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **MINUTES**

   a. Approval of Minutes from the May 25, 2016 meeting.

4. **OLD BUSINESS**

   a. Reference Documents provided to Committee Members

5. **NEW BUSINESS**

   a. Overview of existing facility and capacity - FPUA Staff & St. Lucie County Staff

6. **PUBLIC COMMENTS (3 minutes per person)**

7. **ADJOURNMENT**

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

MINUTES OF THE WASTEWATER RELOCATION ADVISORY COMMITTEE OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE SECOND FLOOR CONFERENCE ROOM, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 3:30 P.M. ON WEDNESDAY, **JULY 6, 2016.**

1. **CALL TO ORDER**

The July 6, 2016 meeting was called to order at 3:30 p.m.

2. **ROLL CALL**

Present: Robert Adolphe; R. Duke Nelson; Timothy Perkins; Mazella Smith; William Thiess; Chair Darryl Drummond; Vice Chair Christopher Craft

Staff Present: City Clerk Linda Cox
Deputy City Clerk Katerri Johnson

3. **MINUTES**

A **motion** was made to approve the May 25, 2016 meeting minutes with no changes. The motion was seconded and **passed unanimously**.

4. **OLD BUSINESS**

a. **Reference Documents provided to Committee Members**

The South Beach Charrette Report and Presentation was distributed to all WRAC Members. There was an in depth discussion of the overall understanding of the reference documents as it relates to the reverter clause and whether the state agency would take away or reverse the reverter. The general consensus is that the State will make a determination depending on the planned use.

A motion was made that the WRAC Board recommend to the City Commission that they send a formal request to the State along with the Charrette document asking whether they would entertain relief from the reverter based on the option from the Charrette. It was suggested that the packet include any backup material of the potential for environmental damage if the WWTP were to fail and the current health of the Lagoon. The WRAC Board is seeking conceptual approval from the Board of Trustees of the Internal Improvement Trust Fund.

The motion was seconded with no objections and passed unanimously.

5. **NEW BUSINESS**

a. **Overview of existing facility and capacity - FPUA Staff & St. Lucie County Staff**

Mr. Bo Hutchinson, Principal Engineer with the Fort Pierce Utilities Authority for Water/Wastewater Engineering gave a brief overview of the existing wastewater plant and the proposed plant. Each member received a hand out of his presentation.

A second presentation was given by Mr. Matt Hammond, St. Lucie County Utility Engineer. He distributed a handout of his presentation as well. There was a question and answer session following the presentation and further discussion ensued.

6. **PUBLIC COMMENTS (3 minutes per person)**

Mr. Harold Smyth

7. **ADJOURNMENT**

There being no further business to discuss, the meeting was adjourned at 4:59 p.m.

ATTEST:

_____	_____
CITY CLERK	CHAIR

WASTEWATER RELOCATION ADVISORY COMMITTEE
AGENDA

Wastewater Relocation Advisory Committee- Wednesday, August 3, 2016 - 3:30 p.m.
City Hall - Second Floor Conference Room, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **MINUTES**

   a. Approval of the minutes from the July 6, 2016 meeting.

4. **OLD BUSINESS**

   a. **Update on WRAC Recommendation to City Commission regarding Reverters**

5. **NEW BUSINESS**

   a. **Discussion on Funding Options**

6. **PUBLIC COMMENTS (3 minutes per person)**

7. **ADJOURNMENT**

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

MINUTES OF THE WASTEWATER RELOCATION ADVISORY COMMITTEE OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE SECOND FLOOR CONFERENCE ROOM, 100 NORTH U.S. #1 FORT PIERCE, FLORIDA, AT 3:30 P.M. ON WEDNESDAY, AUGUST 3, 2016.

Present:	Chair Darrell Drummond; Robert Adolphe; Mazella Smith; William Thiess
Absent:	Vice-Chair Chris Craft; R. Duke Nelson; Timothy Perkins
Staff Present:	City Clerk Linda Cox Deputy City Clerk Katerri Johnson

1. **CALL TO ORDER** - Chairman Darrell Drummond called the meeting to order at 3:33 p.m.

2. **ROLL CALL**

3. **APPROVAL OF MINUTES**

   A **motion** was made to approve the July 6, 2016 meeting minutes with one correction to the spelling of Mr. Drummond's first name. The motion was seconded and **passed unanimously**.

4. **OLD BUSINESS**

   a. **Update on WRAC Recommendation to City Commission regarding Reverters**

   Chairman Drummond provided an update stating that the Commission agreed unanimously to forward a formal request to the state and suggested that they would also seek support from the County. Linda Cox, City Clerk, added that the City Manager will reach out to consultant, Cardno, to discuss a proposal.

5. **NEW BUSINESS**

   a. **Discussion on Funding Options**

   Discussion included making requests to City, County and FPUA. Consider asking FPUA to review its Capital Improvement Charges, an affordable increase to rate payers and their cash reserves. The City could obtain an appraisal, based on a clean site. The County may be able to assist if there was a joint project. The remaining monies can be raised through a developer contribution. Ask City, County and FPUA staff to assist in grant research. Certain items may take board approval which will not have immediate turnaround.

   A **motion** was made to present to FPUA by letter as a formal request of items. The motion was seconded and **passed unanimously**.

   A **motion** was made to send a letter to City Manager and County Administrator to request staff assistance with grant research. The motion was seconded and **passed unanimously**.

Additional discussion included possible legistlative dollars, which may come from Department of Economic Opportunity. Nicole Fogarty, St. Lucie County, stated that it may be best to break the project down into phase, the key agency being the Department of Environmental Protection (DEP) and possibly shifting this to an environmental project for the betterment of the lagoon. This project is projected to be from three to seven years. The first step should be to DEP since a majority of the current focus is towards the Indian River Lagoon. There are also loan programs with various groups that can raise revenue. Nicole confirmed that this may be the best time to move forward with the State.

Linda Cox stated that the items outlined by Nicole may be included in their legislative priorities discussion and will require Commission approval. The FPUA should be able to update the design plan and create a list of initial projects and identify force main projects which would be included in phase one. Once fully funded, then we work on phases two and three. An initial goal would be to determine a cost and end date for the entire project. Timing is essential and these next steps ideally would be done by December. The committee suggested inviting Clay Lindstrom and Nicholas Mimms to a special meeting for a conversation about proceeding with the above next steps.

6. **PUBLIC COMMENTS**

Harold "Buzz" Smyth

7. **ADJOURNMENT** - There being no further business, the meeting was adjourned at 4:35 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

SPECIAL MEETING
WASTEWATER RELOCATION ADVISORY COMMITTEE
AGENDA

Wastewater Relocation Advisory Committee- Friday, August 19, 2016 - 10:00 a.m.
City Hall - Second Floor Conference Room, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **MINUTES**

4. **NEW BUSINESS**

5. **OLD BUSINESS**

   a. Discussion with City Manager, County Administrator and the FPUA Director regarding the upcoming legislative session and seeking financial assistance from the State Legislature.

6. **PUBLIC COMMENTS (3 minutes per person)**

7. **ADJOURNMENT**

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

MINUTES OF A SPECIAL MEETING OF THE WASTEWATER RELOCATION ADVISORY COMMITTEE OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE SECOND FLOOR CONFERENCE ROOM, 100 NORTH U.S. #1 FORT PIERCE, FLORIDA, AT 10:00 AM ON FRIDAY, AUGUST 19, 2016.

1. **CALL TO ORDER** - Chairman Darrell Drummond called the meeting to order at 10:00 a.m.

2. **ROLL CALL**

Present:	Chair Darrell Drummond; Vice-Chair Chris Craft; R. Duke Nelson; Mazella Smith; William Theiss
Absent:	Robert Adolphe; Timothy Perkins
Staff Present:	Deputy City Clerk Katerri Johnson City Manager Nicholas Mimms
Attendees:	Rep. Larry Lee Jr. Nicole Fogarty, St. Lucie County Howard Tipton, County Administrator Clay Lindstrom, FPUA Director

3. **APPROVAL OF MINUTES** - There were no minutes to approve.

4. **NEW BUSINESS** - There was no new business to discuss.

5. **OLD BUSINESS**

a. Discussion with City Manager, County Administrator and the FPUA Director regarding the upcoming legislative session and seeking financial assistance from the State Legislature.

Nicole Fogarty gave a brief breakdown of the availability of funds by using an environmental approach discussed at previous meeting. Discussion included the possibility of having to defend that position. Howard Tipton, County Administrator, stated that this project is an economic impact and they can try to show some environmental impacts as well. Clay Lindstrom, FPUA Director, stated that he does not support that direction because there is no environmental impact since there are no releases or spills into the river.

Further discussion included the commitment levels from the City, County and FPUA towards funding of the project. Clay Lindstrom stated that the FPUA will not consider rate payer increases. Vice-Chair Chris Craft stated that this project is going to take reaching in multiple buckets and tapping into every opportunity that exists. Additional discussion included thinking outside of the box, possible hazard mitigation option, the County point of view for a joint project and making great use of the property.

Representative Larry Lee, Jr. stated that he is pleased to see the collaboration. He is committed to doing everything he can at the state level and believes that the information Nicole has presented is valuable and we should take the opportunity. Nicholas Mimms, City Manager, stated that he has reached out to the consultant and should have some initial research back as soon as possible. Further discussion included getting an appraisal and survey, reaching out to the DEP and including a previous Charette that has pertinent information.

A **motion** was made to formally ask the City for a survey to be done on all of the property. The motion was seconded and **passed unanimously**.

A **motion** was made to formally ask the City and County commission and county to pursue potential grant sources. The motion was seconded with discussion about utilizing the charette package with its pertinent information and **passed unanimously**.

6. **PUBLIC COMMENTS**

Harold "Buzz" Smyth

7. **ADJOURNMENT -** There being no further business, the meeting was adjourned at 11:05 a.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

WASTEWATER RELOCATION ADVISORY COMMITTEE
AGENDA

Wastewater Relocation Advisory Committee- Wednesday, November 2, 2016 - 3:30 p.m.
City Hall - Second Floor Conference Room, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **MINUTES**

   a. Approval of minutes from the August 3, 2016 regular meeting and the August 19, 2016 special meeting.

4. **OLD BUSINESS**

   a. Update on recommendations presented to City Commission - Nick Mimms, City Manager
   1. Reverters; 2. Survey; 3. Grant Funding Exploration, 4. Phased construction plan

5. **NEW BUSINESS**

   a. Potential feasibility study for location of future wastewater treatment plant.

6. **PUBLIC COMMENTS (3 minutes per person)**

7. **ADJOURNMENT**

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

MINUTES OF THE WASTEWATER RELOCATION ADVISORY COMMITTEE OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE SECOND FLOOR CONFERENCE ROOM, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 3:30 P.M. ON WEDNESDAY, NOVEMBER 2, 2016.

Present:	Chairman Darrell Drummond; William Thiess; Robert Adolphe; Duke Nelson
Absent:	Mazella Smith; Chris Craft; Bo Hutchinson
Staff Present:	Linda Cox, City Clerk Katerri Johnson, Deputy City Clerk

1. **CALL TO ORDER**

The Wastewater Treatment Plant Relocation Committee Meeting was called to order at 3:33 p.m.

2. **ROLL CALL**

3. **MINUTES**

a. Approval of minutes from the August 3, 2016 regular meeting and the August 19, 2016 Special Meeting.

4. **OLD BUSINESS**

a. Update on recommendations presented to City Commission - Nick Mimms, City Manager 1.Reverters 2.Survey 3.Grant Funding Exploration 4.Phased construction plan

Mr. Mimms explained that the City is currently looking into the release of the reverter, completing a survey, exploring grant funding, and phased construction planning.

Collaborations have begun with the Trust and Internal Improvement of the State of Florida and FDEP. The City has not yet identified plans for the parcels, but have all the necessary information to begin the conversation. Staff has asked the FPUA's attorney and the State for specifics in order to release the reverter.

A detailed survey has been obtained, which will accompany the reverter release request.

Also, a consultant has been retained and has provided a proposal at a very affordable cost.

The FDEP does not have grant dollars available, but has a State Revolving Loan Fund which is a low interest loan program. If this option is utilized, a repayment method has to be established.

Finally, the FPUA Board has decided to contribute to 1/2 the total cost of a regionalization study.

5. **NEW BUSINESS**

a. Potential feasibility study for location of future wastewater treatment plant.

St. Lucie County and the FPUA Board have conceptually agreed to partner together and a companion engineering scope of services is currently being prepared.

6. **PUBLIC COMMENTS (3 minutes per person)**

Harold Smyth
Richard Pinsky

7. **ADJOURNMENT**

With no further business to discuss, the meeting was adjourned at 4:34 p.m.

ATTEST:

_____ _____

CITY CLERK CHAIR

WASTEWATER RELOCATION ADVISORY COMMITTEE
AGENDA

Wastewater Relocation Advisory Committee- Wednesday, February 1, 2017 - 3:30 p.m.
City Hall - Second Floor Conference Room, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **MINUTES**

   a. Approval of Minutes from the Nov. 6, 2017 meeting.

4. **NEW BUSINESS**

5. **OLD BUSINESS**

   a. Update on Outstanding WRAC Issues presented by Nicholas Mimms at January 3, 2017 City Commission meeting Item 12b- http://fortpiercefl.swagit.com/play/01032017-2152/#0

   b. Update on County/FPUA Agreement for Regionalization Study - Bob Adolphe, St. Lucie County

   c. Update on FPUA's development of a phased schedule for construction of new facility and decommissioning of existing facility as requested by the City Commission on September 6, 2016 - FPUA

6. **PUBLIC COMMENTS (3 minutes per person)**

7. **ADJOURNMENT**

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

MINUTES OF THE WASTEWATER RELOCATION ADVISORY COMMITTEE OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE SECOND FLOOR CONFERENCE ROOM, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 3:30 P.M. ON WEDNESDAY, FEBRUARY 1, 2017.

1. **CALL TO ORDER**

The Wastewater Treatment Plant Relocation Committee Meeting was called to order at 3:30 p.m.

2. **ROLL CALL**

Present: Darrell Drummond, Chair; Mazella Smith; William Thiess; Robert Adolphe; Duke Nelson, Arrived at 3:45 p.m.; Bo Hutchinson

Absent: Chris Craft, Vice-Chair

Attendees: Rebecca Grohall

Katerri Johnson, Deputy City Clerk

3. **MINUTES**

a. Approval of Minutes from the Nov. 6, 2017 meeting.

Bill Thiess made a motion to approve the Meeting Minutes from November 6, 2016. Ms. Mazella Smith seconded it. The motion passed.

4. **NEW BUSINESS**

5. **OLD BUSINESS**

a. Update on Outstanding WRAC Issues presented by Nicholas Mimms at January 3, 2017 City Commission meeting Item 12b- http://fortpiercefl.swagit.com/play/01032017-2152/#0

At the January 3, 2017 City Commission meeting, Mr. Mimms gave an update to the City Commission on where things stand with the Wastewater Relocation Advisory Committee. That portion of the video was played at the WRAC meeting for all those present.

b. Update on County/FPUA Agreement for Regionalization Study - Bob Adolphe, St. Lucie County

Mr. Adolphe explained that they have entered into an agreement with the Fort Pierce Utilities Authority (FPUA) and each party is paying 50% of a study by Public Resource Management Group that will look at options developed in a companion study by CDM Engineers. They are looking at possibilities, range of costs and other options. The objectives of the evaluation include but is not limited to the relocation of the WWTP to a sight or sights located on the mainland. Developing a water

capacity plan that addresses long term water supply needs of the region, serving increased water and wastewater growth in service demand of the region. Limiting the redundant water and wastewater utility plant investment that my occur to the construction of capacity by the individual parties in order to meet their individual service area demands and promote economies of scale. The FPUA has developed an option for the plant relocation, CDM Engineers has been engaged, and Mr. Hutchinson has been asked to look at how to best utilize the facilities - not changing anything in the customer base or the geography - the question is posed as to how the facilities can be utilized in the most efficient way possible whether through a third party entity or through inter-local agreements.

c. Update on FPUA's development of a phased schedule for construction of new facility and decommissioning of existing facility as requested by the City Commission on September 6, 2016 - FPUA

Mr. Bo Hutchinson handed out an outline of the Island Water Facility Relocation Phasing and discussed in general the basic timeline for each phase and what we could expect to see. Mr. Hutchinson explained that the study will show the most efficient and least expensive way to accomplish the relocation task.

6. **PUBLIC COMMENTS (3 minutes per person)**

Joe Kirchnap
Richard Penski

7. **ADJOURNMENT**

With no further business to discuss, the meeting was adjourned at 4:48 p.m. The committee decided to table the next meeting until more information is available.

WASTEWATER RELOCATION ADVISORY COMMITTEE
AGENDA

Wastewater Relocation Advisory Committee- Wednesday, June 7, 2017 - 3:30 p.m.
City Hall - Second Floor Conference Room, 100 North U.S. #1, Fort Pierce, Florida

0. **NEW BUSINESS**

0. **OLD BUSINESS**

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **MINUTES**

   a. Approval of the minutes from the February 1, 2017 meeting.

4. NEW BUSINESS

5. OLD BUSINESS

6. **PUBLIC COMMENTS (3 minutes per person)**

7. **ADJOURNMENT**

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

MINUTES OF THE WASTEWATER RELOCATION ADVISORY COMMITTEE OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE SECOND FLOOR CONFERENCE ROOM, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 3:30 P.M. ON WEDNESDAY, JUNE 7, 2017.

1. **CALL TO ORDER**

The Wastewater Treatment Plant Relocation Committee Meeting was called to order at 3:30 p.m.

2. **ROLL CALL**

Present:	Darrell Drummond, Chairman; William Thiess; Duke Nelson; Bo Hutchinson
Absent:	Mazella Smith; Chris Craft
Staff Present:	Rebecca Grohall, Planning Manager
	Miriam Garcia, Deputy City Clerk

3. **MINUTES**

Motion was made by William Thiess, seconded by Bo Hutchinson to approve the minutes.

AYE:	Bo Hutchinson, William Thiess, Chairman Darrell Drummond
NAY:	Duke Nelson
Passed	

4. **OLD BUSINESS**

Chairman Darrell Drummond expressed his condolences for the passing of committee member, Robert Adolphe.

5. **NEW BUSINESS**

Darrell Drummond explained that as of today, the regionalization study has not been completed. He asked Bo Hutchinson to provide an update.

Mr. Hutchinson explained that one of the items discussed was new location of the wastewater plant. One of the proposals was FPUA's property on the southwest corridor and the other proposed location is at the airport site, which is property that the County owns. Regardless of where it is built, the cost of the plant would be almost the same.

Mr. Hutchinson also reported that another option could be the County’s plant on South Hutchinson Island. That plant is permitted for 1.2 million gallons per day and they currently flow about .4mgp. There is some availability capacity at this plant. However, a downside of utilizing this plant is that it would be maxed out with the projected flow. That could hinder growth or it would have to get shipped back across the river.

Mr. Drummond asked if an estimated study completion date had been set. Mr. Hutchinson explained that he does not believe that the study, in its original form, will ever be completed. The original study had many very detailed economic study requirements that the County had not performed. He explained that a more simplified study would be provided.

William Theiss explained that the transfer of the plant would be completed in phases and it is probably more than 10 years away.

Duke Nelson insisted on obtaining grants from the State of Florida.

Rebecca Grohall, Planning Manager, mentioned that an option to help pay for this is through Grant Funding. The Grand Funding will have to be requested in phases. It will not be provided at the same time, but rather in stages and the regionalization study would provide the phases so that the City can attempt to obtain some of those grant funds.

Board discussion also included estimated costs to build the plant. The Board agreed that the City and County need to come together and find a way for this to work without having the taxpayers pay for it all.

Mr. Drummond suggested that FPUA Director and the County Administrator be invited back to a meeting to discuss how aggressive they would like be to move forward with this plan.The next step would be to present the available information to the City and County leaders. Mr. Drummond stated that the committee is still in a holding pattern until the regionalization study is provided. He would like to make a timely recommendation to the Commission.

7. **PUBLIC COMMENTS**

Mike Perri
Jeremiah Johnson

8. **ADJOURNMENT**

With no further business to discuss, the meeting was adjourned at 5:12 p.m.

ATTEST:

_____ _____

CITY CLERK CHAIR

WASTEWATER RELOCATION ADVISORY COMMITTEE
AGENDA

Wastewater Relocation Advisory Committee- Wednesday, July 5, 2017 - 3:30 p.m.
City Hall - Second Floor Conference Room, 100 North U.S. #1, Fort Pierce, Florida

0. **OLD BUSINESS**

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **MINUTES**

   a. Approval of the minutes from June 7, 2017 meeting.

4. **OLD BUSINESS**

5. **NEW BUSINESS**

   a. Discussion on update to Fort Pierce City Commission scheduled for July 17, 2017 at 6:30 p.m.

6. **PUBLIC COMMENTS (3 minutes per person)**

7. **ADJOURNMENT**

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

RESOLUTION No. 16-R09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ESTABLISHING THE RELOCATION ADVISORY COMMITTEE FOR FORT PIERCE WASTEWATER TREATMENT PLANT**; SPECIFYING THE PURPOSE OF THE ADVISORY COMMITTEE; COMPOSITION OF THE ADVISORY COMMITTEE; TERMS OF APPOINTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2012 the City of Fort Pierce participated in the Western Peninsula Charrette outlining a vision for the western portion of South Hutchinson Island; and

WHEREAS, suitable and appropriate development or redevelopment of lands comprising the western peninsula of Hutchinson Island would be beneficial to the public health, safety and general welfare; and

WHEREAS, there is currently located on said peninsula a City owned Waste Water Treatment Plant, the relocation of which may, at some time, be determined as necessary and proper, depending upon evaluation of such factors as funding and site availability; and

WHEREAS, there have been certain collaborative discussions between representatives of the City and one or more owners of property on the peninsula wherein various conceptual ideas have been explored for development of the western peninsula that hold potential for the public good or may lead to further productive thinking on how such peninsular lands may be developed or redeveloped so as to promote the common good; and

WHEREAS, the City desires, in the manner provided for by law and considering any applicable deed or title restrictions, to explore alternative development and building strategies so as to promote and encourage lawful use of the property consistent with the public welfare; and

WHEREAS, the City of Fort Pierce wishes to further explore relocation of its Wastewater Treatment Plant and possible development of the western peninsula; and

WHEREAS, the City of Fort Pierce values the knowledge and advice of the public in all aspects of this matter; and

WHEREAS, at the Conference Agenda of February 8, 2016 City Commissioners considered establishing a committee to explore relocation of the Waste Water Treatment Plant and requested that Staff move forward with a Resolution creating an Advisory Committee; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA

Section 1. There is hereby created a Relocation Advisory Committee for the Fort Pierce Wastewater Treatment Plant located on the western peninsula of South Hutchinson Island.

Section 2. The purpose of the Relocation Advisory Committee includes, but is not limited to the following:

1. to study all aspects of relocation and report back to the Commission with recommendations to gather and examine facts regarding all facets of relocation including:
    a) Estimates of relocation expenses involved.
    b) Technical data regarding capacity, mechanics of relocation.
    c) Reviewing and recommending possible sites for relocation and evaluating each.
    d) Exploring funding mechanisms.

e) Preparing written quarterly reports to the Commission regarding its progress.

2. The actions, recommendations and reports of the Committee shall not be final or binding on the City Commission, but shall be advisory only.

Section 3. The City Commissioners shall each appoint one (1) representative; additionally the County and Fort Pierce Utility Authority (FPUA) shall each appoint one (1) representative for a total of seven (7) members.

Section 4. The committee members shall select a chair and vice chair at the first Committee meeting and be governed by Parliamentary procedures. All meetings shall be noticed and conducted in conformance with the Florida law, including but not limited to, Public Records, Sunshine, Financial Disclosure and Ethics. The Advisory Board shall establish a monthly meeting schedule at their first meeting. The City shall provide staff assistance to the Committee and provide such assistance as may be necessary to the function and duties of the Committee.

Section 5. Each committee member will be selected for a two (2) year appointment. Thereafter, each member may be reappointed to an additional term. All committee members serve at the pleasure of the City Commission. Vacancies on the board shall be filled by the City Commission in the normal manner. Appointments to fill a vacancy for any unexpired member term shall be limited to the unexpired term of such vacancy.

Section 6. A Committee member may be automatically removed from service at such time as the members' absences exceed twenty five (25) percent of all scheduled Committee meetings within a given year, unless the Committee by majority vote plus one (1), waives an absence by finding that that unusual circumstances exist which warrant a waiver. The Committee chair shall notify the City Clerk when a member's absence has exceeded fifteen (15) percent of the scheduled meetings held. At that time the City Clerk shall give notice to the Committee member that automatic removal will occur at such times as unexcused absences exceed twenty five (25) percent of all meetings in a given year.

Section 7. This Resolution shall take effect immediately upon its adoption.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 21st day of March, 2016.

Attest:

_____
Linda Hudson, Mayor Commissioner

_____
Linda W. Cox, City Clerk
(CITY SEAL)

Approved as to form

_____
Robert V. Schwerer, City Attorney

St. Lucie County Utilities

Presentation to Relocation Advisory Committee for the Fort Pierce Wastewater Treatment Plant

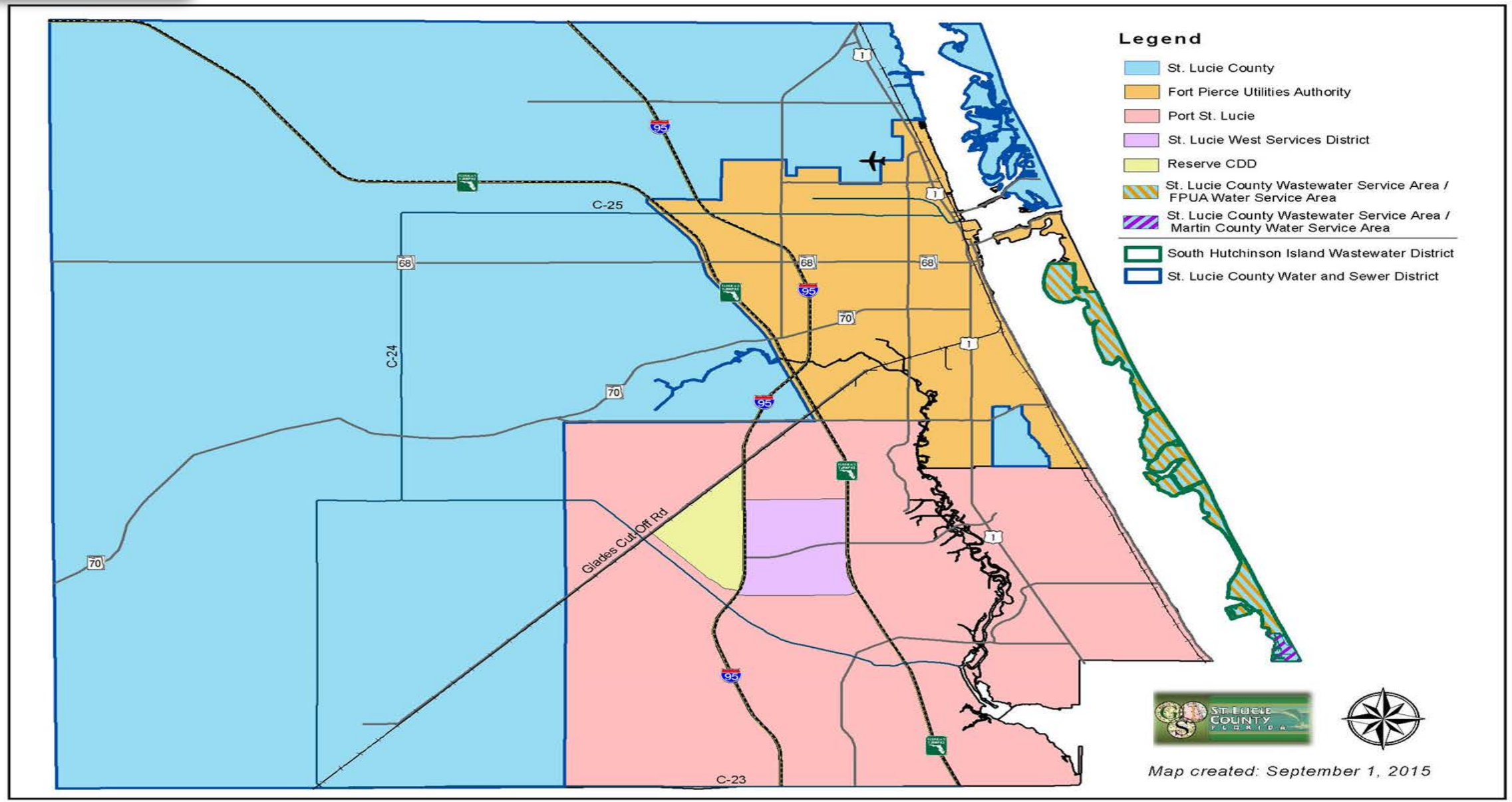
July 6, 2016

Improving the quality of life in our community

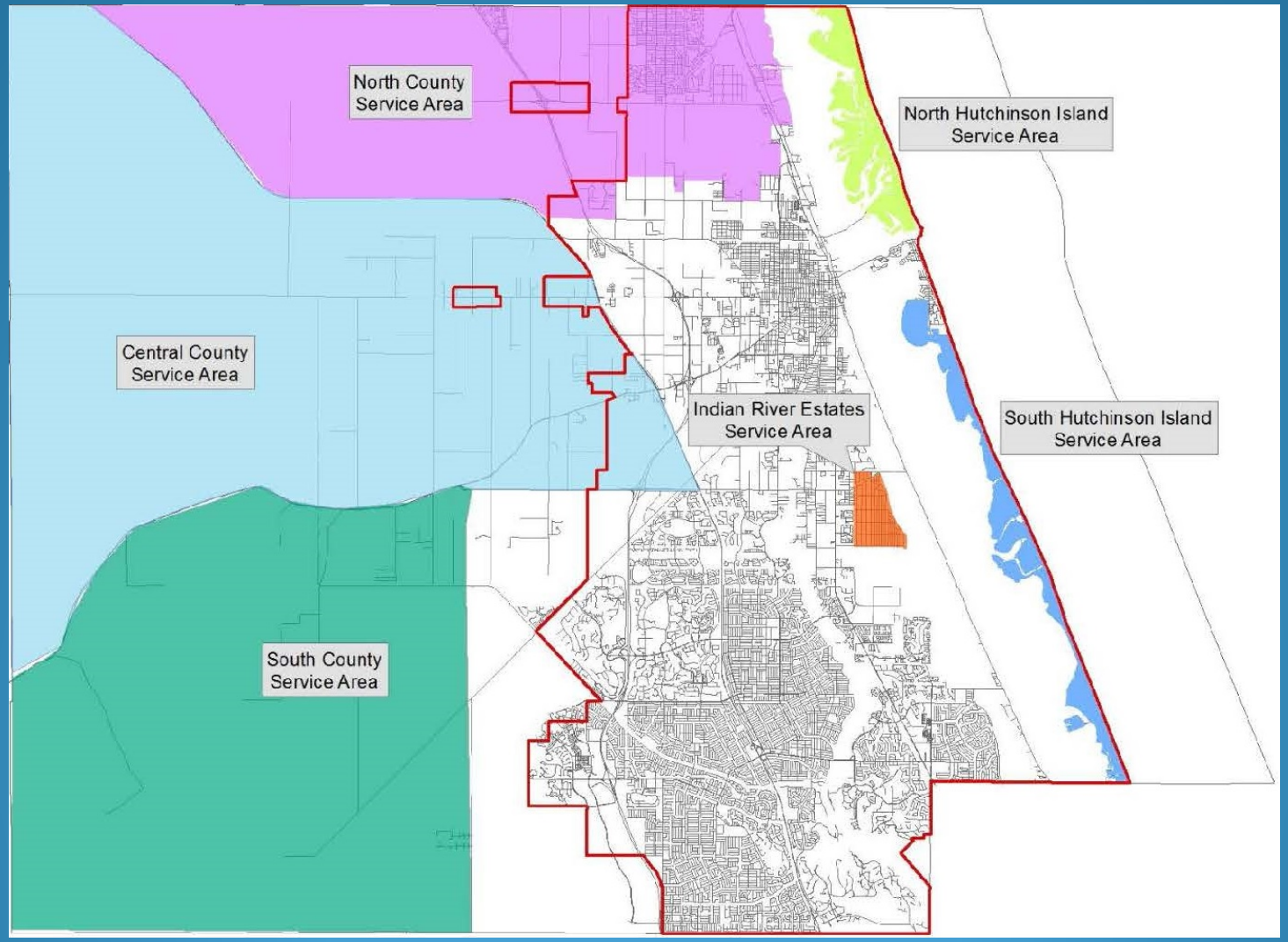
Goals and Objectives

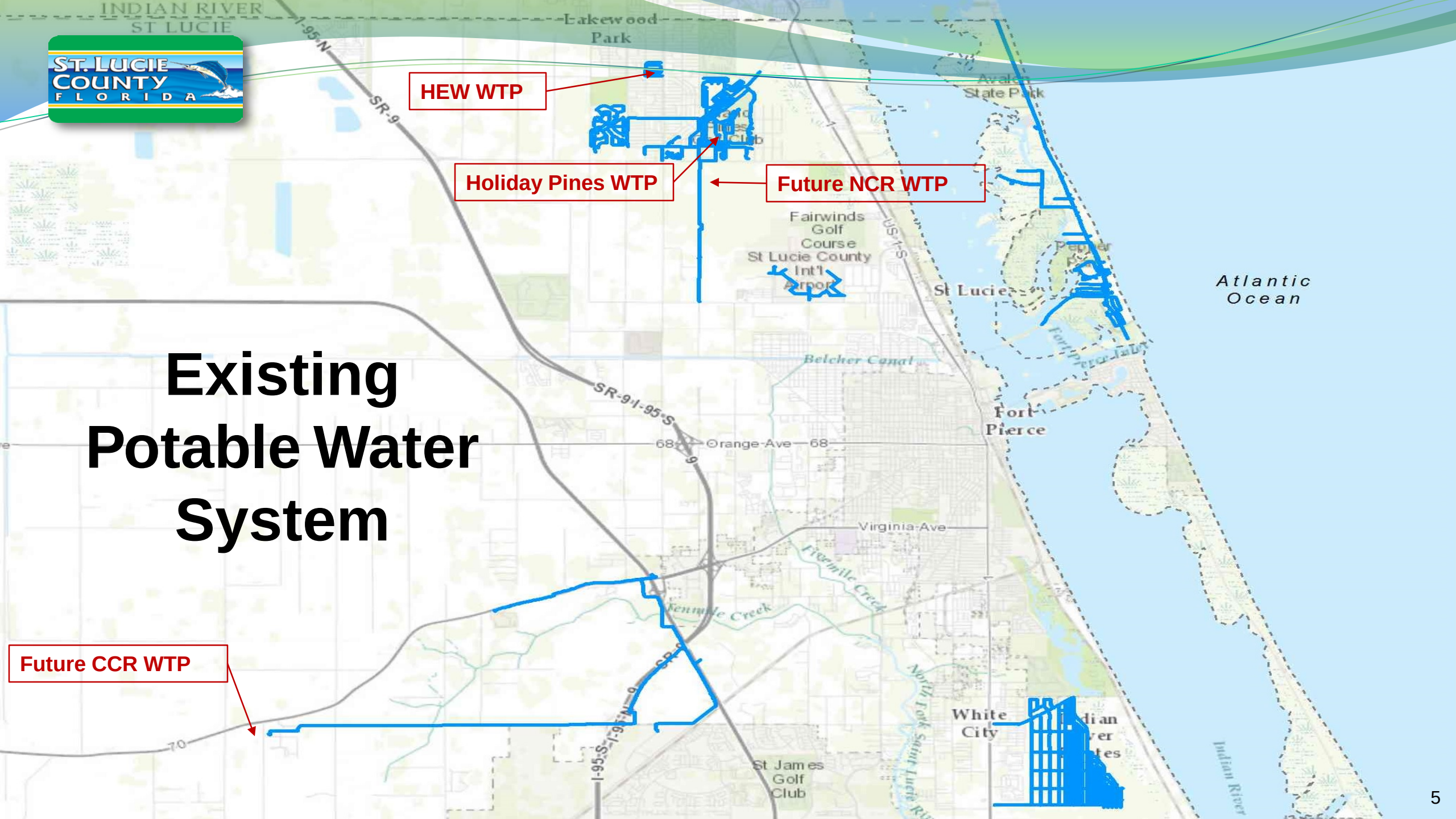
- Overall and individual service areas
- Existing systems
- Current WWTF capacities and flows
- Future projections

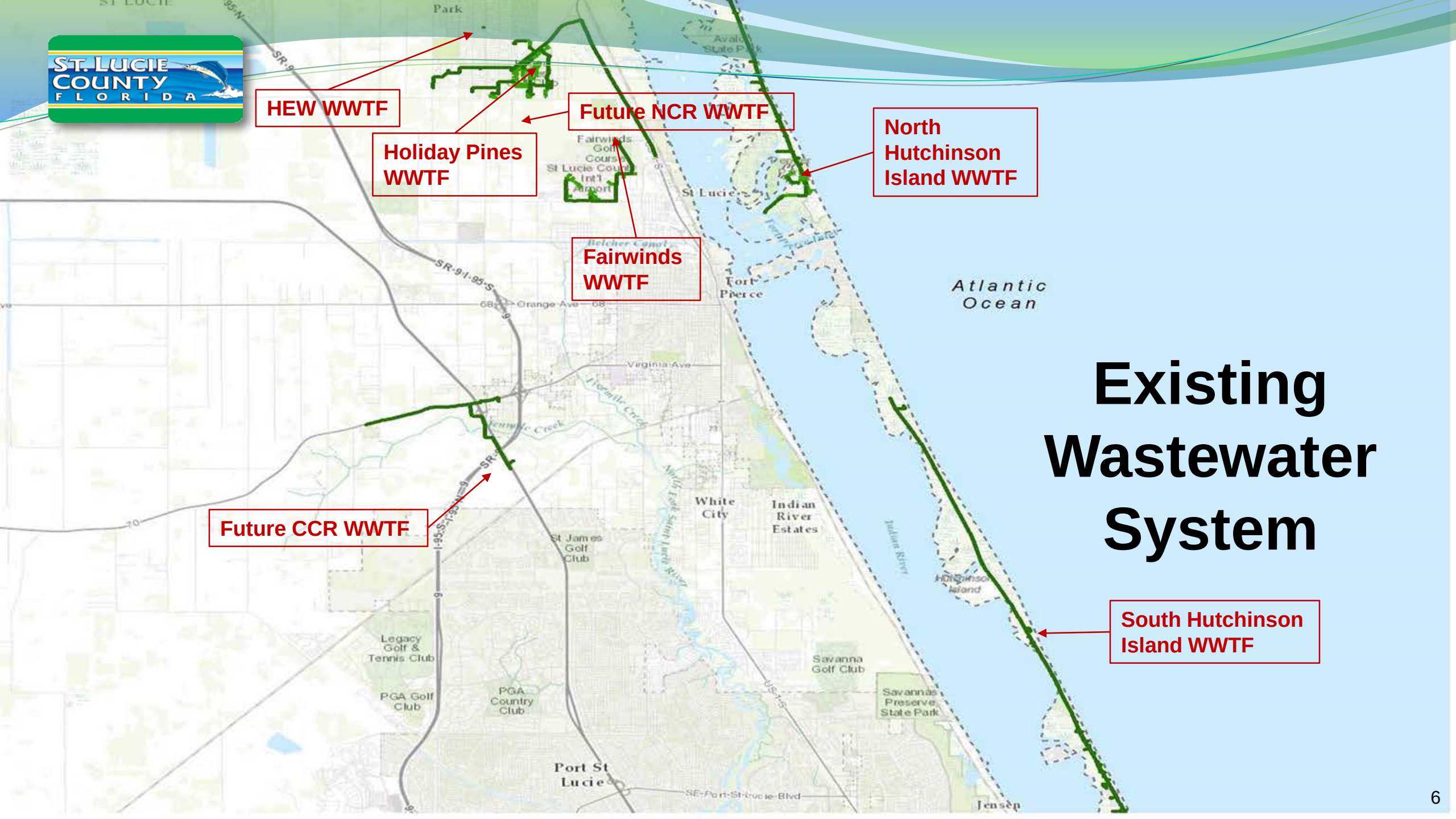
St. Lucie County Utility Service Areas

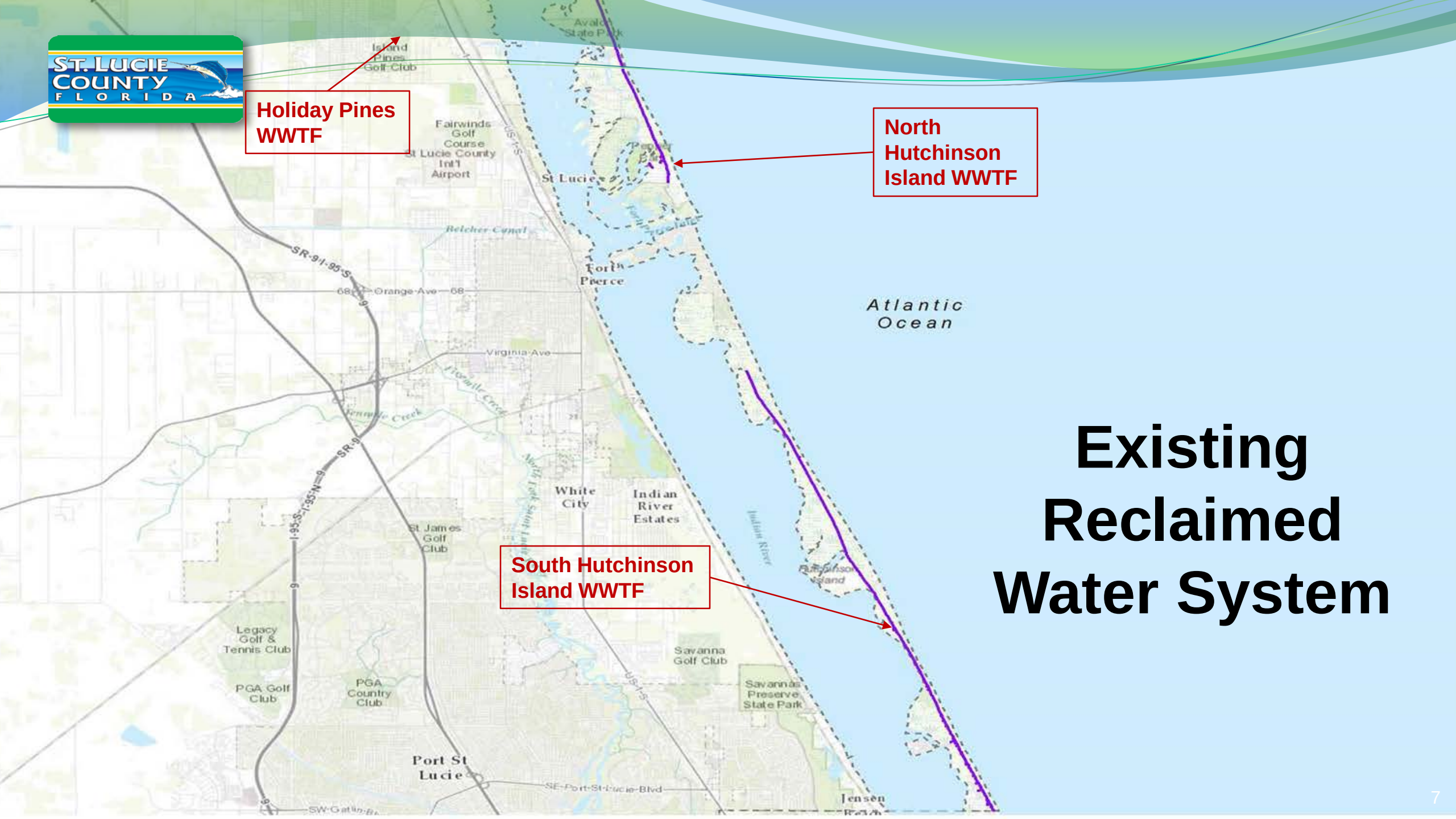


SLCU Service Areas

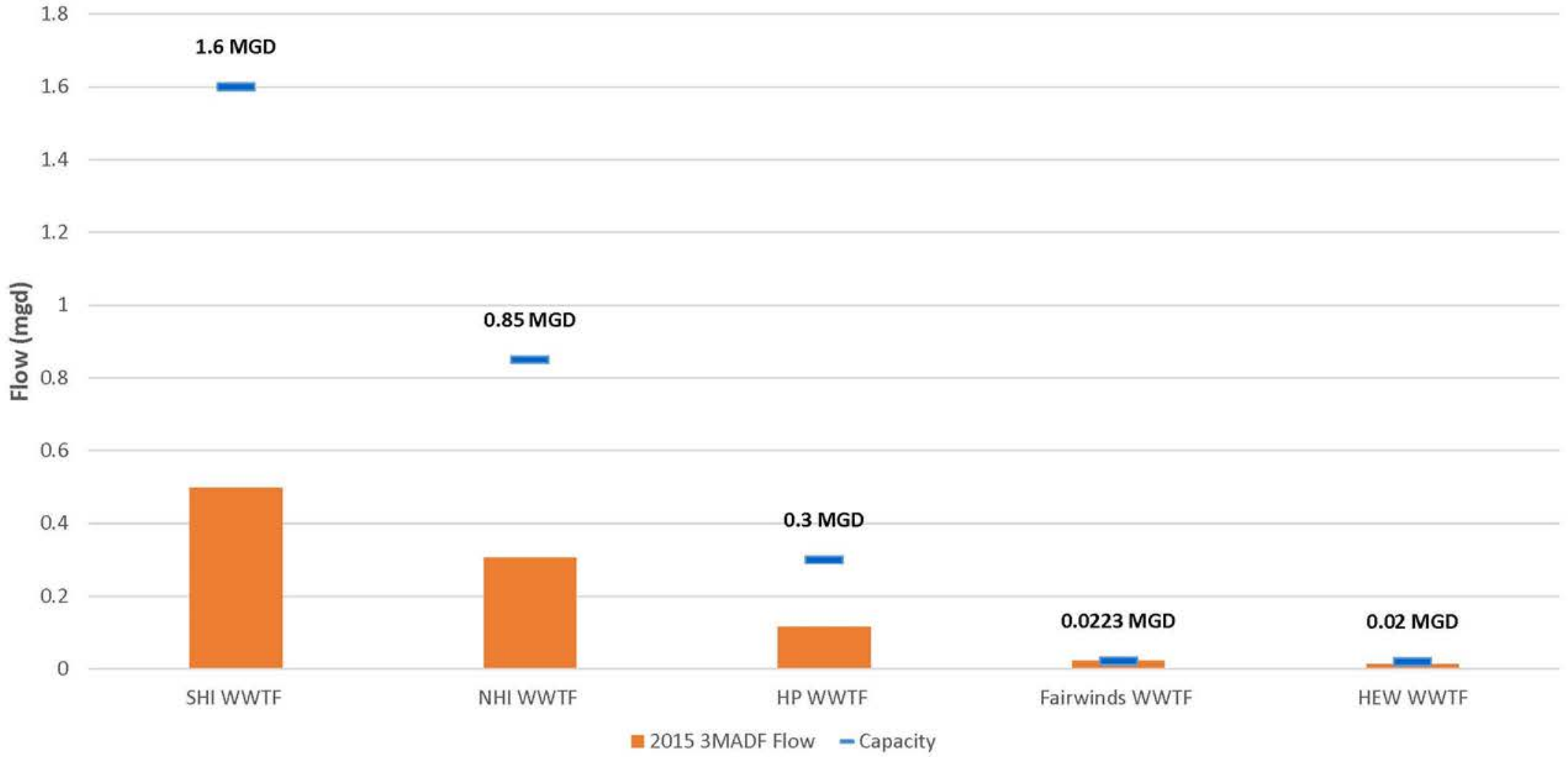



HEW WTP
Holiday Pines WTP
Future NCR WTP
Future CCR WTP
Existing Potable Water System
Lakewood Park
Avalon State Park
Fairwinds Golf Course
St Lucie County Int'l Airport
St Lucie
Atlantic Ocean
Belcher Canal
Fort Pierce
Orange Ave
Virginia Ave
Fivemile Creek
Tenmile Creek
North Fork Saint Lucie River
White City
St James Golf Club
SR-9
I-95
US-1
68
70


HEW WWTF
Future NCR WWTF
Holiday Pines WWTF
North Hutchinson Island WWTF
Fairwinds WWTF
Future CCR WWTF
South Hutchinson Island WWTF
Existing Wastewater System
Atlantic Ocean
Fort Pierce
St Lucie
White City
Indian River Estates
Port St Lucie
Orange Ave
Virginia Ave
St James Golf Club
Legacy Golf & Tennis Club
PGA Golf Club
PGA Country Club
Savanna Golf Club
Savannas Preserve State Park
Jensen


Holiday Pines WWTF
North Hutchinson Island WWTF
South Hutchinson Island WWTF
Existing Reclaimed Water System
Atlantic Ocean
Island Pines Golf Club
Fairwinds Golf Course
St Lucie County Int'l Airport
St Lucie
Fort Pierce
Orange Ave
Virginia Ave
White City
Indian River Estates
St James Golf Club
Legacy Golf & Tennis Club
PGA Golf Club
PGA Country Club
Savanna Golf Club
Savannas Preserve State Park
Port St Lucie
SE Port St Lucie Blvd
Jensen
SR-9
I-95
US-1

SLCU Existing WWTF Capacities vs. 2015 Flows

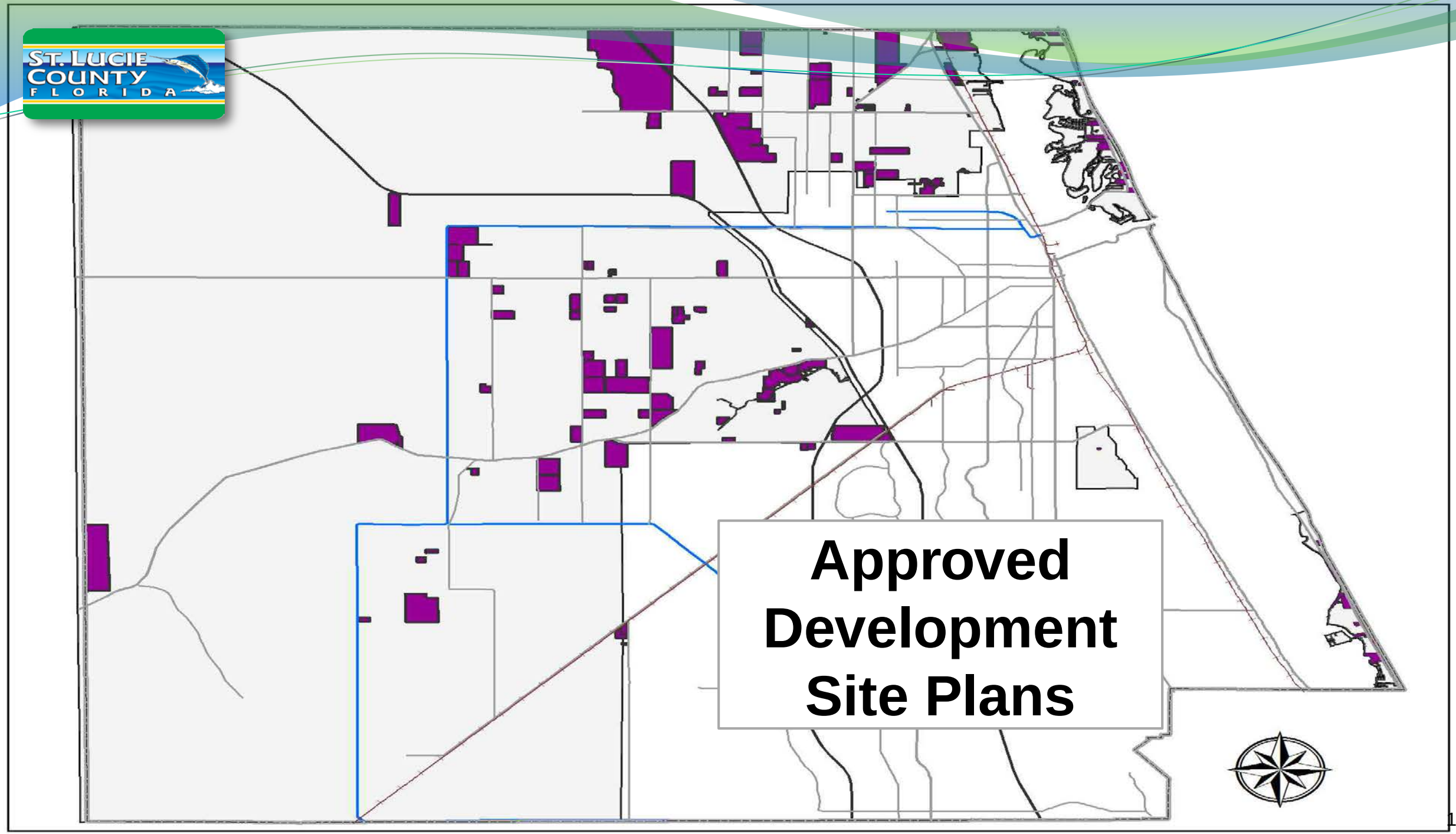


Population Projections

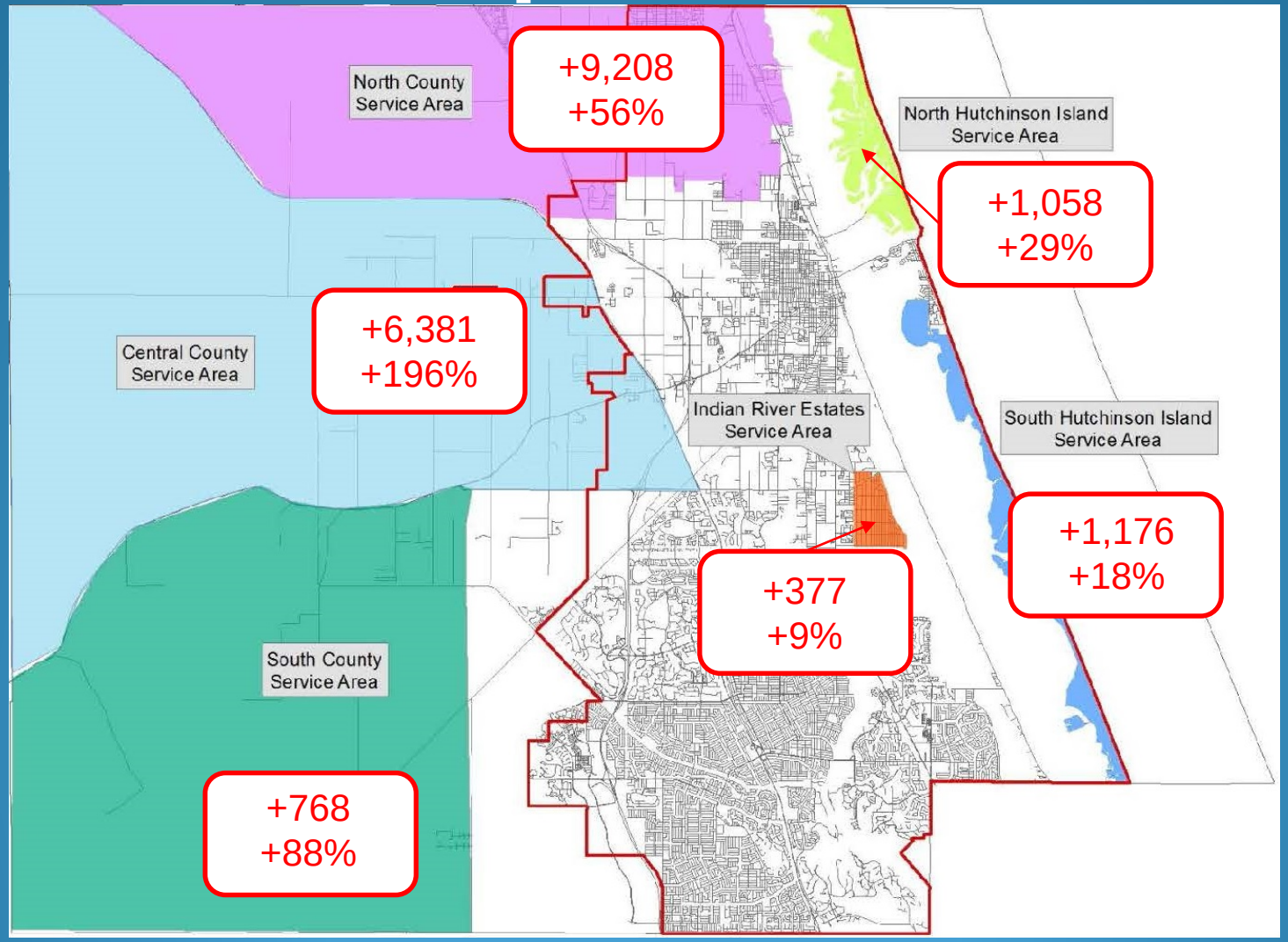
- Coordinated with SLC Planning & Development Svcs. Department
- Traffic Analysis Zone projections developed by Treasure Coast MPO used
- Data compared to Medium BEBR
- Projections adjusted to include active future developments

St. Lucie County Service Areas – Population Projections

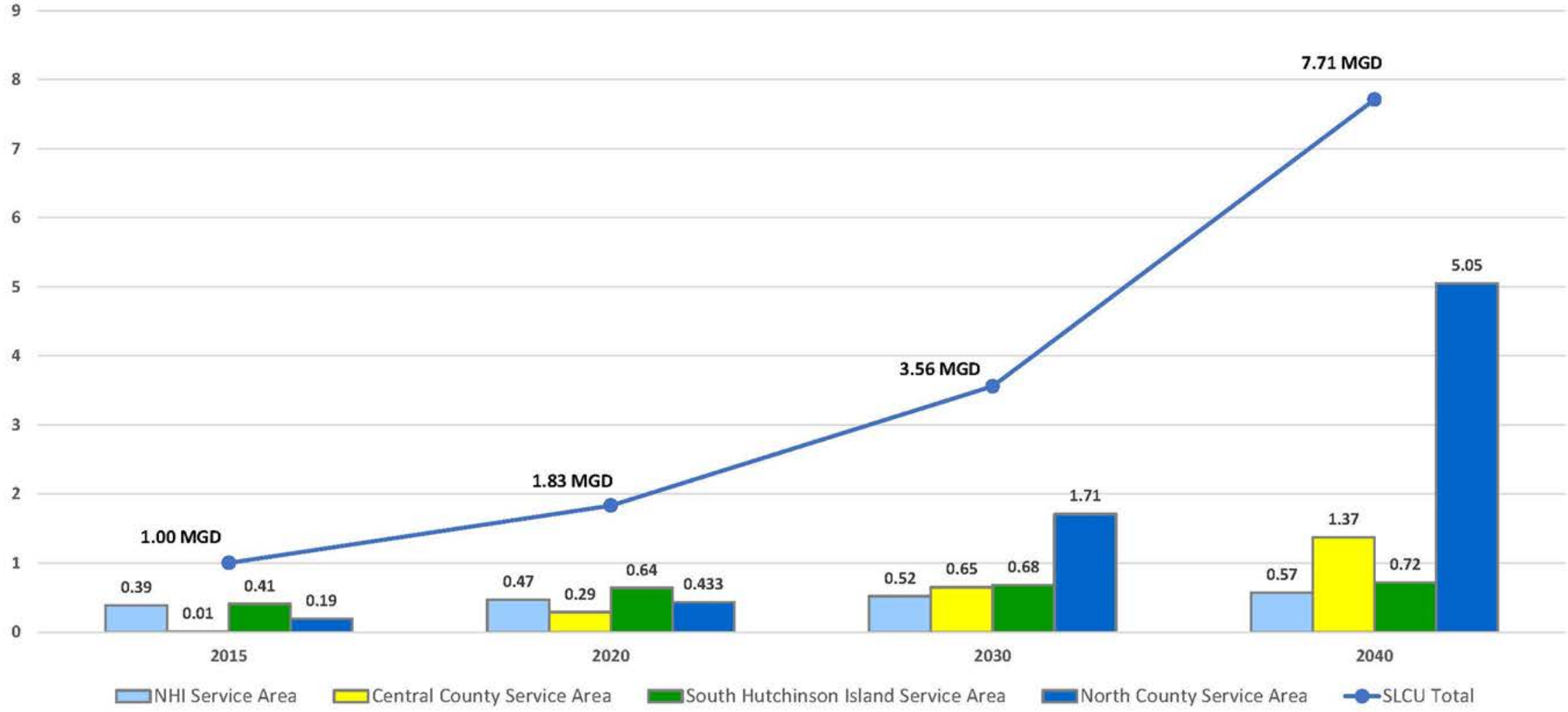
	2015	2020	2030	2040
North County Service Area	16,476	18,710	22,194	25,684
Central County Service Area	3,247	4,020	6,559	9,628
South County Service Area	869	1,022	1,330	1,637
North Hutchinson Island Service Area	3,629	3,841	4,263	4,687
South Hutchinson Island Service Area	9,216	9,551	10,222	10,892
Indian River Estates Service Area	4,291	4,368	4,518	4,668
Total	37,728	41,512	49,086	57,196


Approved
Development
Site Plans

25 Year Population Growth



Projected Wastewater Average Daily Flow



*Includes acquisition of private utilities and wastewater expansion programs.

Thank You

St. Lucie County Utilities Mission:

Improve the quality of life in our community by providing safe, reliable, and environmentally responsible water, wastewater, and reclaimed water service to our customers at a fair and reasonable cost and with the best customer experience possible.

WASTEWATER TREATMENT PLANT

403 SEAWAY DRIVE



Q&A on FPUA Wastewater Treatment Plant Relocation

1. **What options are there for relocating FPUA's wastewater plant?** FPUA has thoroughly evaluated several proposals for relocating the wastewater plant. These include public/private partnerships for upscale development on the plant site, utilization of Port St. Lucie's excess wastewater treatment capacity, constructing a plant jointly with St. Lucie County, and financing the relocation with long-term revenue bonds. All of these options required substantial wastewater rate increases in the range of 85 to 100 percent. FPUA does own a 25-acre site west of Selvitz Road and east of the Turnpike that is the planned location for a wastewater plant with sufficient capacity to serve the City of Fort Pierce well into the future. Most options to relocate the plant would likely involve utilization of this site for the relocated capacity (see item 5 below).

2. **How expensive would it be to relocate the plant and how long would it take to do it?** Relocating FPUA's 10 million gallons per day (mgd) Island Water Reclamation Facility (IWRF) to FPUA's mainland site is estimated to cost $103 million. If the funds were available today and the project was pursued immediately, it would take at least three years to complete the relocation and demolish the IWRF. If the relocation is postponed until the time when the 10 mgd capacity of the IWRF is close to being reached, FPUA will be required to construct the first 5 mgd phase of the Mainland Water Reclamation Facility (MWRF) at an estimated cost of $81 million. The cost of relocating the 10 mgd capacity of the IWRF would be reduced to an estimated $82 million if it is pursued coincident with or after completion of MWRF Phase 1. This is the cost of adding 10 mgd capacity to the MWRF Phase 1 capacity of 5 mgd. The time frame for needing the MWRF Phase 1 capacity is 2027 to 2030, based on current growth projections in FPUA's wastewater service area.

3. **How reliable are the IWRF relocation cost estimates?** Estimates for constructing various phases of the MWRF are based on very detailed estimates prepared by CH2M Hill, the engineering firm that designed the IWRF and Phase 1 of the MWRF. The estimates were prepared in 2008 and have not been updated, but it is not likely that construction costs have decreased over the past six years. On the contrary, those costs have likely increased. Estimates for demolition of the IWRF and abandonment of the IWRF deep injection well were also prepared by CH2M Hill in 2008. Estimates for the additional force mains and pumping facilities needed to reroute wastewater to the MWRF were prepared by FPUA staff and are based on experience with similar completed projects. The combined estimate for relocation is a reliable estimate based on the best information available. It does incorporate a 14% contingency, which is appropriate for a project of this magnitude and considering that there would be some escalation in construction costs since 2008.

4. **If FPUA proceeded with relocation of the IWRF to the mainland today without any outside funding, what would be the effect on rates for FPUA's wastewater customers?** If FPUA proceeded immediately with this project without financial assistance, it would require a loan or a bond issue to finance the entire project and then paying the debt

service from revenues collected through wastewater rates. This would result in approximately doubling the wastewater rates for FPUA customers. The average FPUA wastewater customer currently pays $47.46 a month for service. Doubling the rate would raise the monthly service cost for FPUA's average customer to about $95.

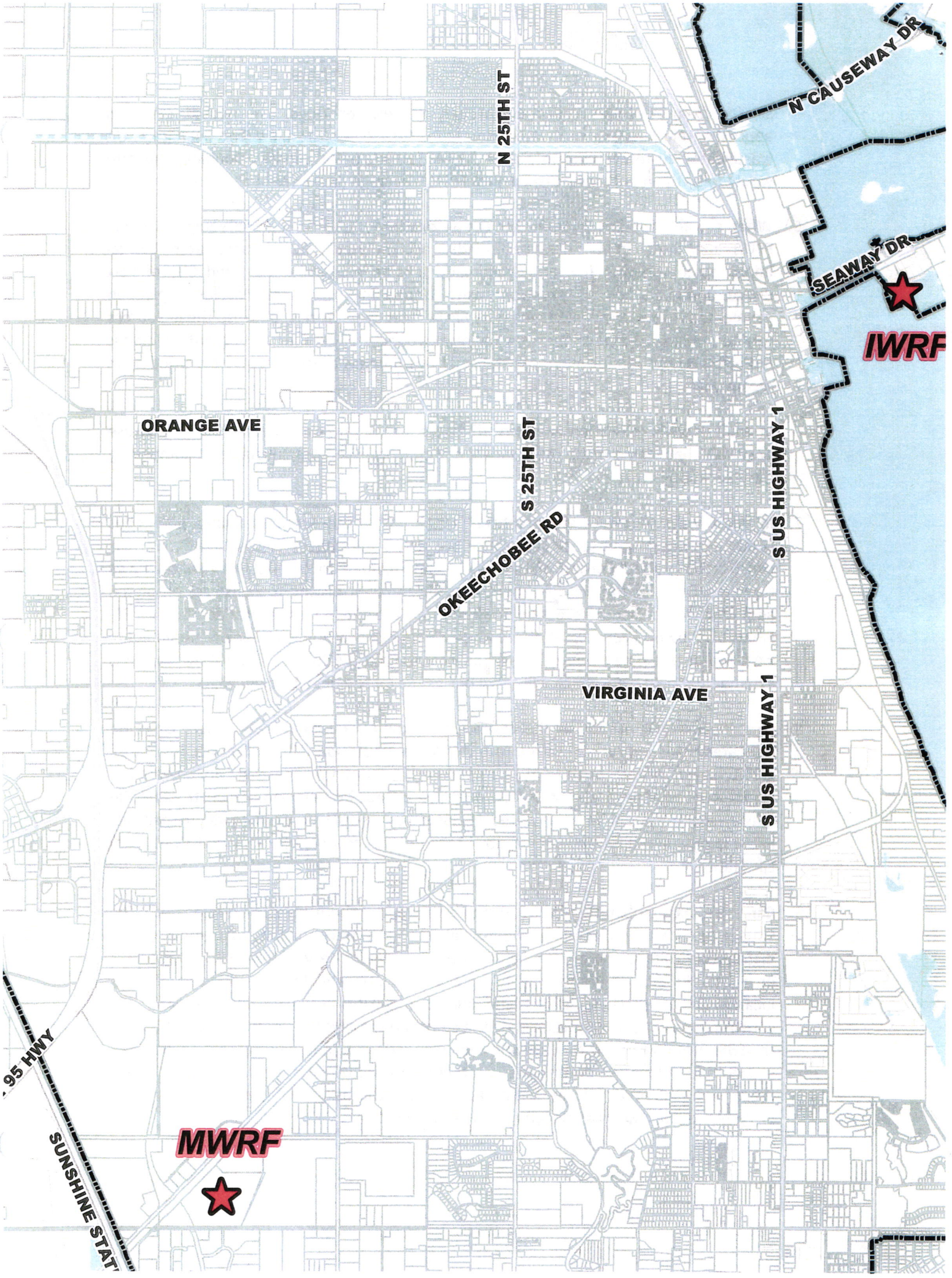
5. **What are the funding options for the relocation?** Realistic funding sources include FPUA loans or utility revenue bonds, accumulated FPUA wastewater Capital Improvement Charges (currently minimal), developer contributions, and City of Fort Pierce bonds backed by property taxes. Depending on future developer pledged payments or developer paid taxes puts FPUA ratepayers at risk, because those sources can disappear if the developer has financial troubles. Federal or state grant funding is not a realistic option for major assistance at this time, as those sources have dried up in recent years.

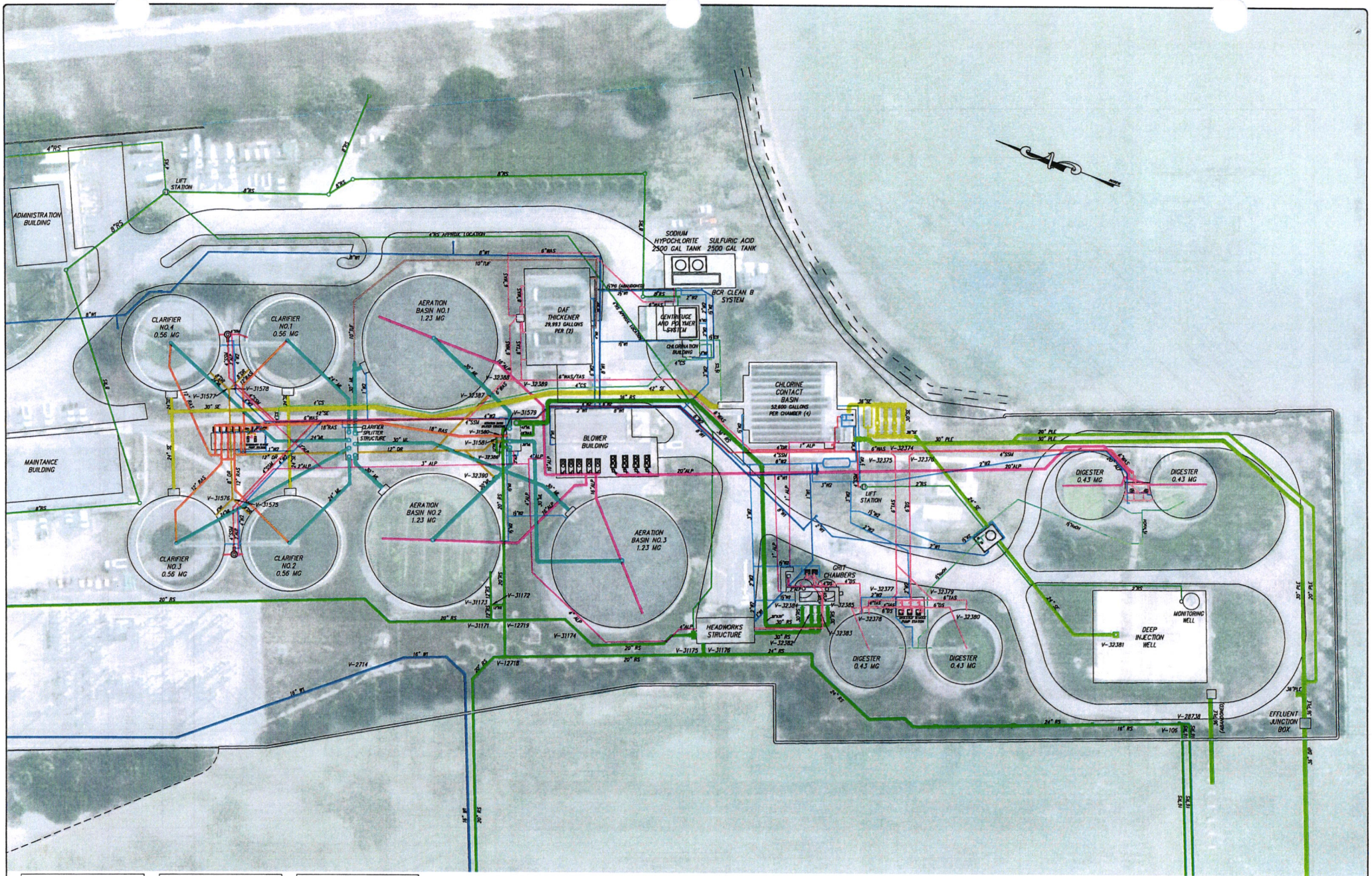
6. **In what ways is relocation impractical?** There are no physical, engineering or land use obstacles that would make the relocation impractical. The only obstacle to completing the relocation is cost.

7. **In what ways is relocation practical?** FPUA has a site for a mainland plant, has completed design and specifications for the first 5 mgd phase of the MWRF, and has constructed a good portion of the force mains needed to redirect wastewater flows from the IWRF to the MWRF. There is sufficient right-of-way to construct all of the additional force mains necessary for rerouting the City's wastewater to the MWRF. FPUA also owns property at the corner of Orange Avenue and Jenkins Road for a wastewater pumping station that will be necessary in the future. The MWRF design is expandable to 30 mgd, which will serve our needs for the next 30 to 50 years.

8. **Can the pumping station at the corner of Backus Avenue and Indian River Drive be relocated?** It is impractical to relocate this large lift station (Lift Station A). The entire gravity sewer system of the City is routed to Lift Station A. These gravity sewers are constructed at a slope and their flow direction cannot be reversed. Reconstructing the gravity sewer system to a relocated Lift Station A would be prohibitively expensive. FPUA is pursuing different odor control technologies to mitigate odor emissions from Lift Station A.

9. **Can the electric substation in the northwest corner of the IWRF site be relocated?** The Causeway Substation reduces the 69 kilovolt (kV) transmission voltage to 13 kV distribution voltage and is essential for providing electric service to all FPUA customers on South Hutchinson Island. It is not practical to relocate this substation to another location on South Hutchinson Island due to the extremely high cost involved. The construction cost alone for relocating the substation to Jaycee Park is estimated to be in the $55 million range. With surveying and engineering design, the total cost would likely exceed $60 million. Relocating the substation to the mainland (e.g., north of Moore's Creek and east of 2nd Street) would accomplish little as far as aesthetics and would probably cost as much as relocating it to Jaycee Park.


N CAUSEWAY DR
N 25TH ST
SEAWAY DR
IWRF
ORANGE AVE
S 25TH ST
S US HIGHWAY 1
OKEECHOBEE RD
VIRGINIA AVE
S US HIGHWAY 1
95 HWY
SUNSHINE STAT
MWRF



VALVE TABLE			
NO.	SIZE	TYPE	TURNS
106	16"	PLUG	
28738	16"	PLUG	
31176	24"	KNIFE	
31175	20"	KNIFE	
12718	20"	BUTTERFLY	
12719	20"	KNIFE	
31172	12"		
31171	12"		
31173	12"		
31174	20"		
32384	30"	KNIFE	
32382	30"	KNIFE	

VALVE TABLE			
NO.	SIZE	TYPE	TURNS
32383	30"	KNIFE	
32385	30"	KNIFE	
31581	12"		
31580	18"		
31579	20"		
18	20"		
19	20"		
32386	12"		
32390	12"		
32387	12"		
32388	6"		
32389	6"		

VALVE TABLE			
NO.	SIZE	TYPE	TURNS
31575	8"		
31576	8"		
31577	8"		
31578	8"		
32375	6"		
32374	6"		
32376	6"		
32377	6"		
32385	6"		
32380	6"		
32379	6"		
32381	24"		

LEGEND

- AIR LOW PRESSURE PROCESS-ALP
- CHLORINE SOULUTION-CS
- DRAIN (PROCESS)-DR
- MIXED LIQUOR-ML
- SODIUM HYDROXIDE-NaOH
- NO. 1 WATER (POTABLE)-W1
- NO. 2 WATER (NON-POTABLE)-W2
- PLANT EFFLUENT-PLE
- RAW SEWAGE-RS
- RETURN ACTIVATED SLUDGE-RAS
- SECONDARY EFFLUENT-SLE
- SECONDARY SCUM-SSM
- THICKNER UNERFLOW-TUF
- WASTE ACTIVATED SLUDGE-WAS
- 90° BEND
- 45° BEND
- 22° BEND
- VERTICAL BEND
- WYE
- VALVE
- HYDRANT
- MANHOLE
- TEE
- CAP

NOTES

1) THE INFORMATION SHOW HEREIN IS A CONGLOMERATE OF RECORD DRAWINGS AND DESIGN PLANS. NO FIELD WORK HAS BEEN CONDUCTED IN THE SUMMATION OF THIS DRAWING

GRAPHIC SCALE

(IN FEET)
1 inch = 25 ft.

FORT PIERCE UTILITIES AUTHORITY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

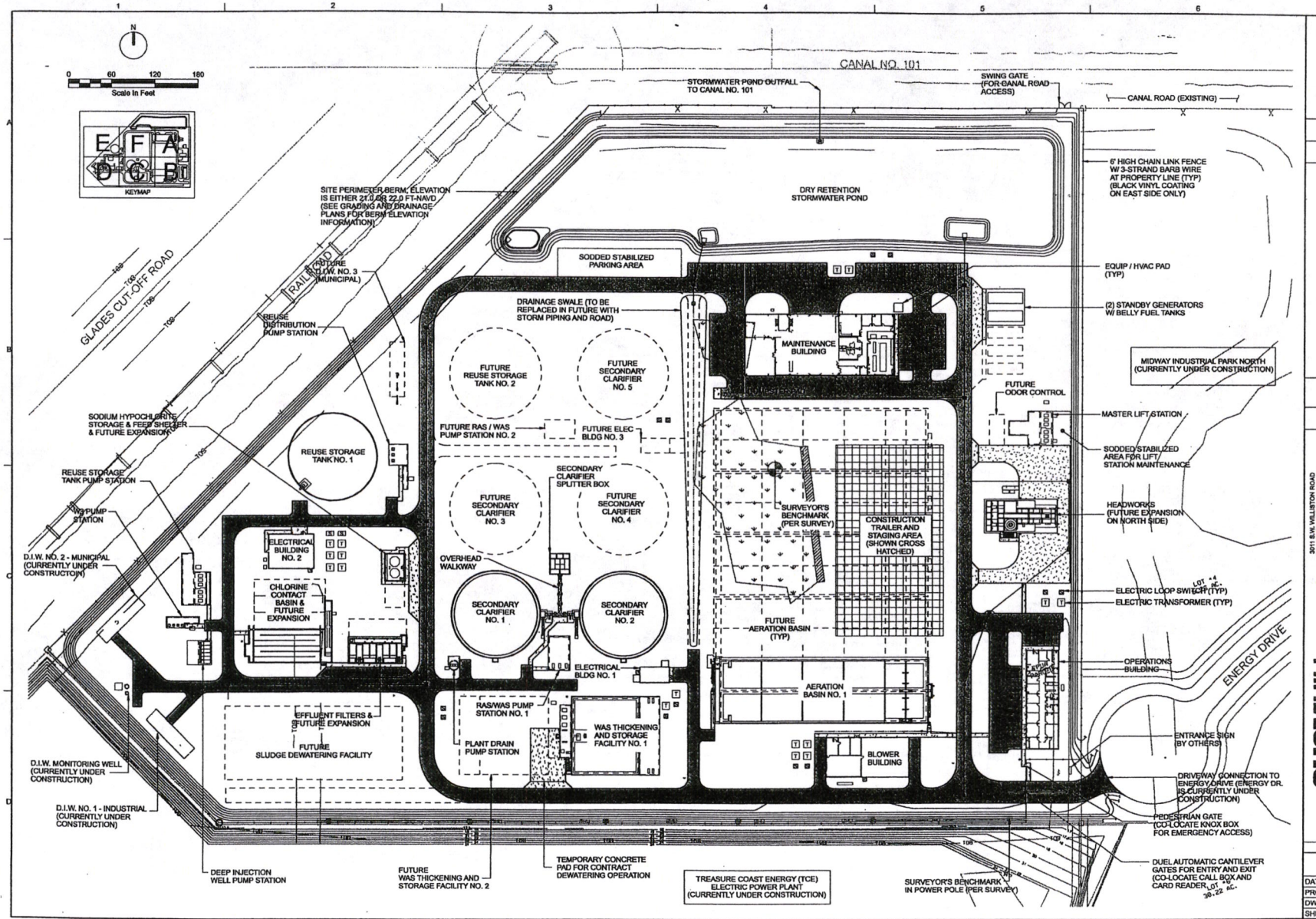
STATE	ADDED BCR SYSTEM	EO	
DATE	REVISION	BY	APPD
DESIGNED	DRAWN BY / ELEVATE		
		WATER PIPING	
DRAWN BY: BD	SCALE: 1:25		
APPROVED: -	DATE: 8/13/18		

WATER RECLAMATION PLANT PIPING

WATER/WASTEWATER ENGINEERING

ST. PIERCE UTILITIES AUTHORITY
1100 SOUTH 5TH STREET
FT. PIERCE, FLORIDA 34947
(772) 466-1000 • FAX (772) 466-2414

SHEET TYPE: PLAN
SHEET 1 OF 1



NO.	DATE	DSGN	REVISION	DR	BY	APVD
	T.MALONE	RF SWANN	CHK	CA.KOHLER	CA.KOHLER	APVD

3011 S.W. WILLISTON ROAD
GAINESVILLE, FLORIDA 32608
EB0000073 AA0001982 LC26000186
Charles A. Kohler PE 35019

CH2MHILL

CIVIL

MAINLAND WATER RECLAMATION FACILITY

FORT PIERCE UTILITIES AUTHORITY
FORT PIERCE, FLORIDA

MASTER SITE PLAN

VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ADJUST SCALE ACCORDINGLY

DATE	DECEMBER 2007
PROJ	349880
DWG	C-1
SHEET	18 OF 367

BID DOCUMENTS

REUSE OF DOCUMENTS: THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CH2MHILL AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CH2MHILL.

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FILENAME: dn05c130_349880.dgn PLOT DATE: 1/24/2008

PLOT TIME: 11:01:20 AM

Permitted, Utilized and Excess Capacities
FPUA Water Treatment Plant and Water Reclamation Facility- FY2015

Water Treatment Plant

WTP Firm Permitted capacity (lime softening treatment process):		12.99 mgd
WTP Firm Permitted capacity (RO Process)		6.00 mgd
WTP RO extra capacity (no emergency backup)		4.33 mgd
	Total Firm	18.99 mgd

SFWMD Water Use Permit Allocations		
- Floridan Wells (Max. Monthly Allocation)		15.60 mgd
- Surficial (Max. Monthly Allocation)		8.11 mgd
	Total	23.71 mgd

Maximum day demand (FY 2015):	(May 19, 2015)	9.29 mgd
Current excess treatment capacity		9.70 mgd
Curent excess production capacity	(assuming we can pump max monthly allocation)	14.42 mgd
Current outstanding commitments in FPUA service area		2.32 mgd
Excess Capacity after Commitments fulfilled		7.38 mgd
Using conservative figure of 300 gpd/ERC & max day factor of 1.35=		405.00 gpd/ERC
Excess capacity converted to ERCs (7.38 mgd/405gpd/ERC)=		**18,222 ERCs**

Water Reclamation Facility

Capacity Category	Permitted (mgd)	2015 Flow (mgd)	Outstanding Commitments (mgd)	% Utilized	Available (mgd)
Average Daily Flow	10.0	3.69	1.46	51.50%	4.85
Max. 3-Month ADF	11.5	4.45	1.78	54.18%	5.27
Maximum Month ADF (Aug 2015)	12.0	4.89	1.90	56.57%	5.21

Factors of 1.22 for Max TMADF & 1.30 for MMADF were used to adjust Outstanding Commitments

Using conservative figure of 240 gpd/ERC & TMADF factor of 1.22		293 gpd/ERC
Excess capacity converted to ERCs (5.27 mgd/293 gpd/ERC)=		**17,982 ERCs**

updated data=

FPUA Mainland Water Reclamation Facility Cost Comparison
Immediate Relocation vs Relocating After FPUA Builds First Phase

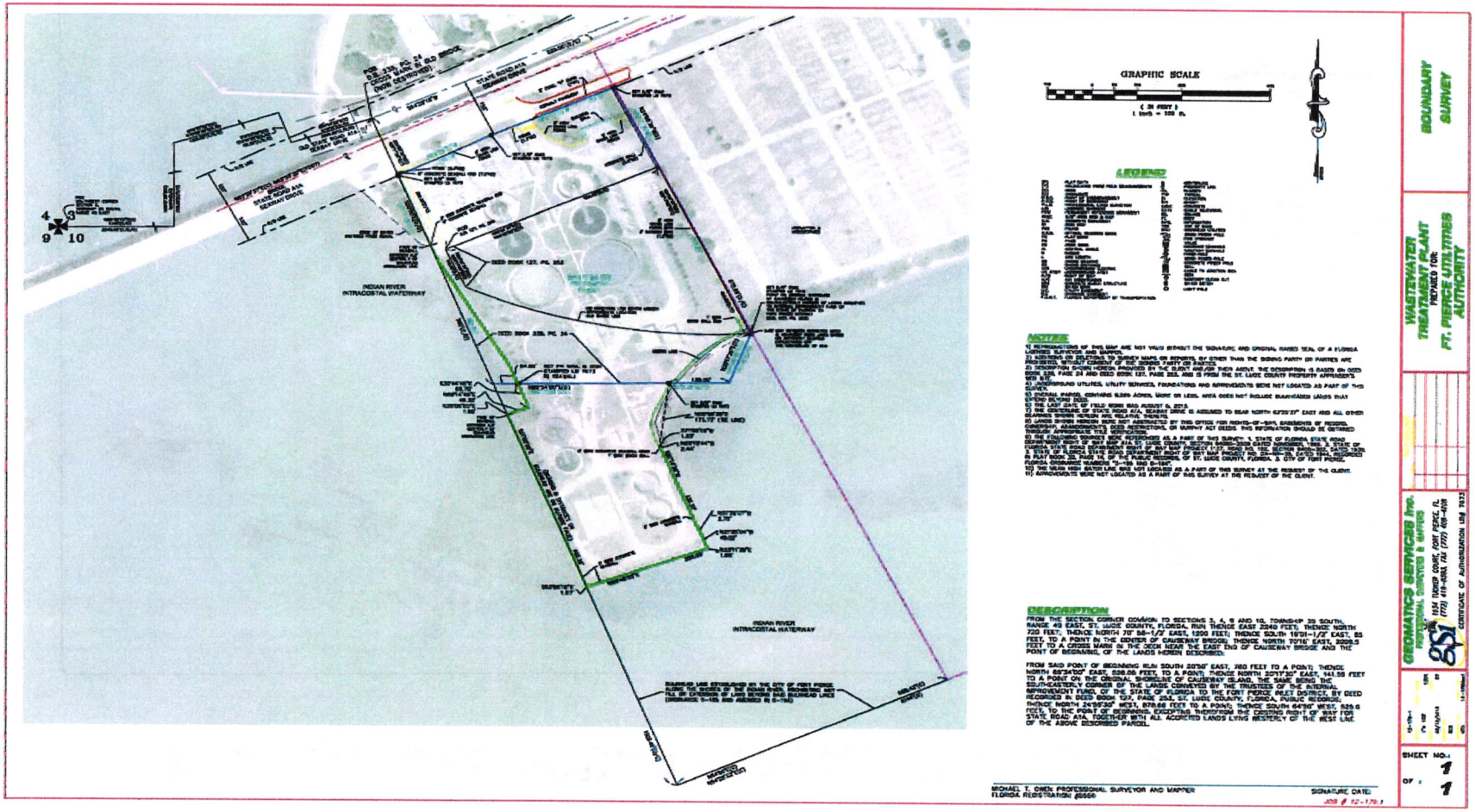
Immediate Relocation Costs

Item	Estimate
Force Main Projects	$9,916,000
Lift Station Projects	$2,420,000
Demolition at IWRF	$3,475,000
10 mgd MWRF	$86,831,052
Total	**$102,642,052**

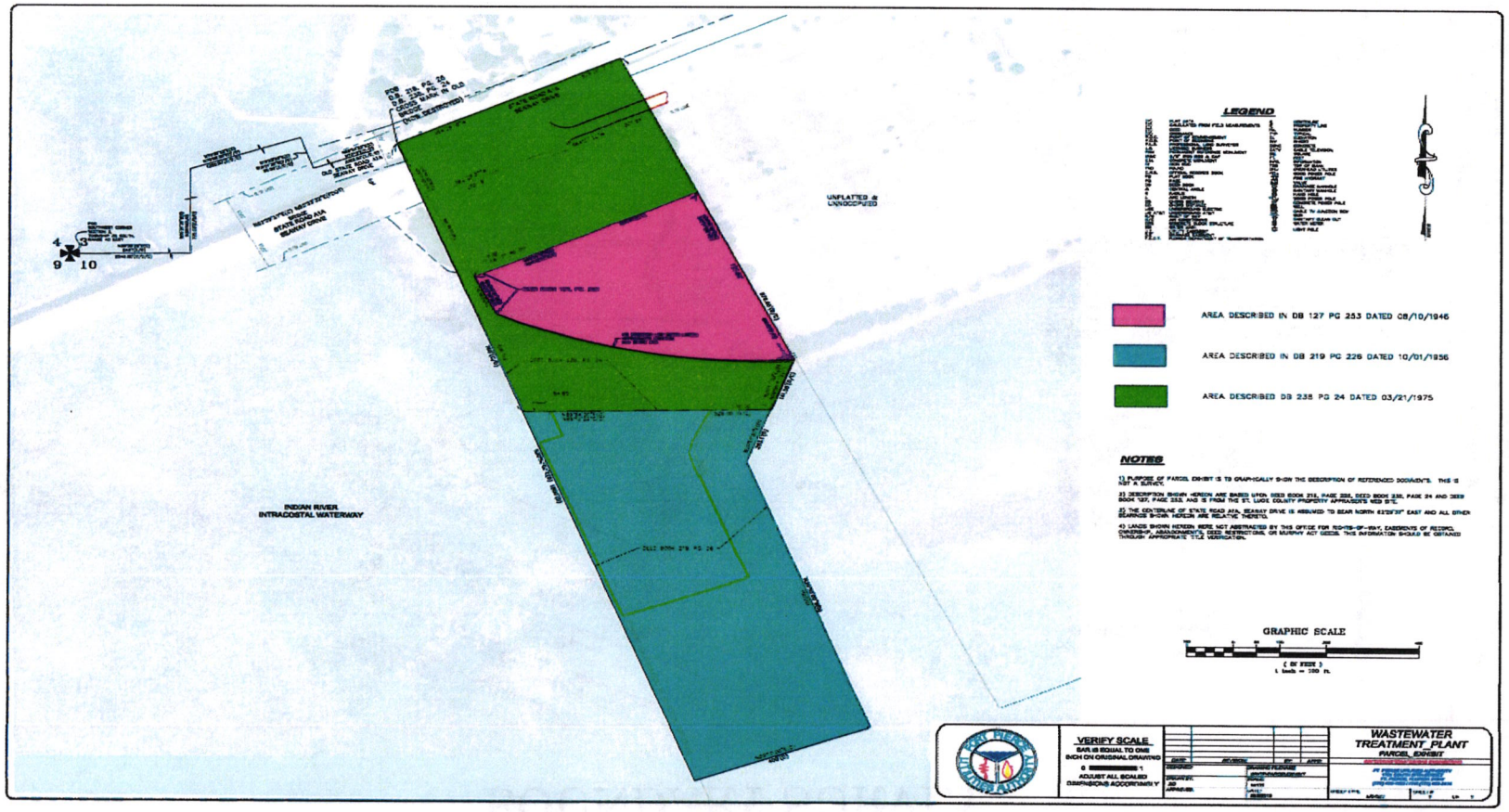
Relocation Costs After Phase 1

Item	Estimate
Force Main Projects	$9,916,000
Lift Station Projects	$2,120,000
5 mgd MWRF	$68,402,268
Total for 5 mgd	$80,438,268
Additional 10 mgd	$78,063,876
Demolition at IWRF	$3,475,000
IWRF Lift Station	$300,000
Total Additional	**$81,838,876**

BOUNDARY SURVEY



PARCELS DESCRIBED IN 1946, 1956 AND 1975 DEEDS



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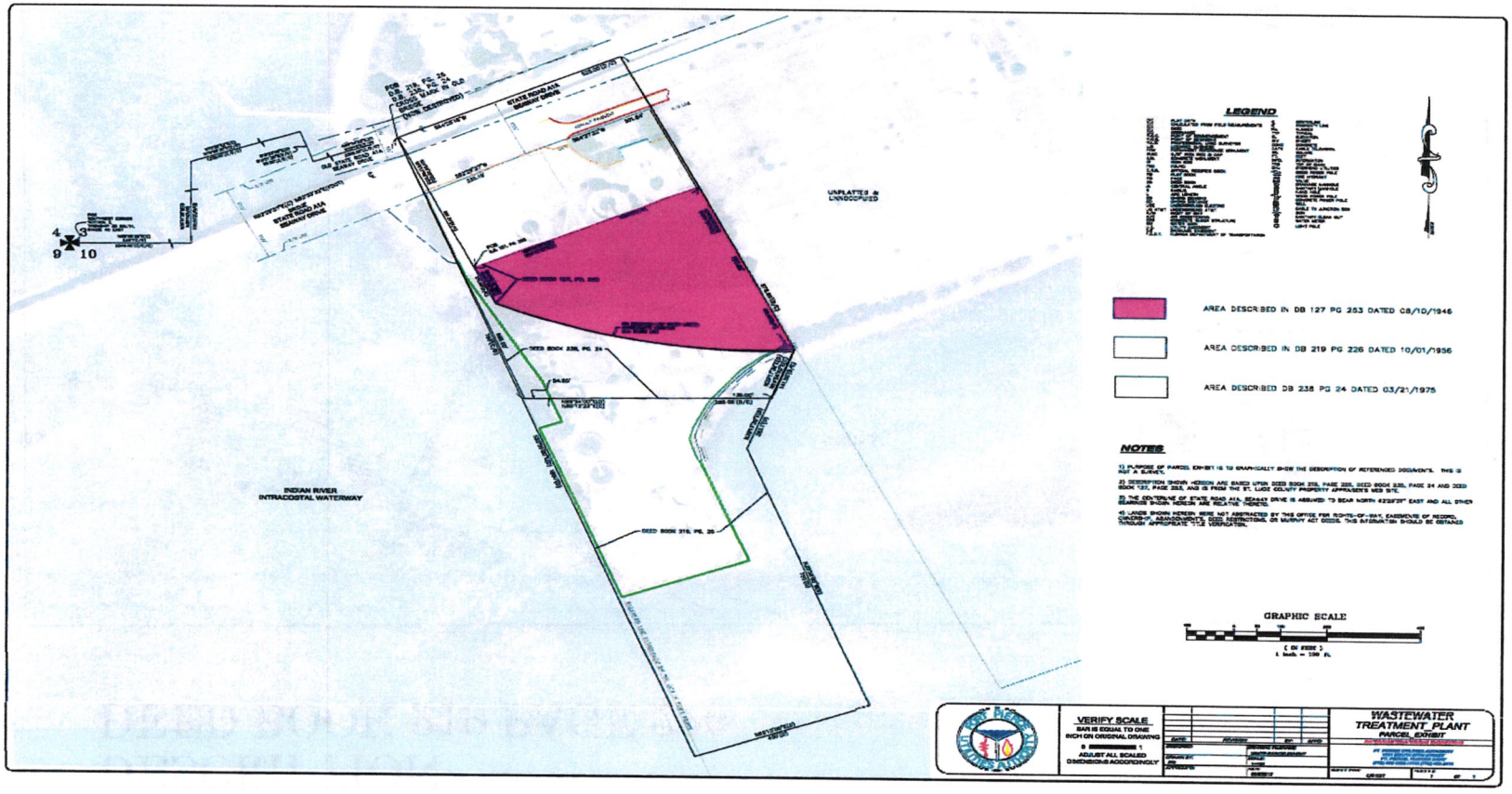
DEED BOOK 127 PAGE 253



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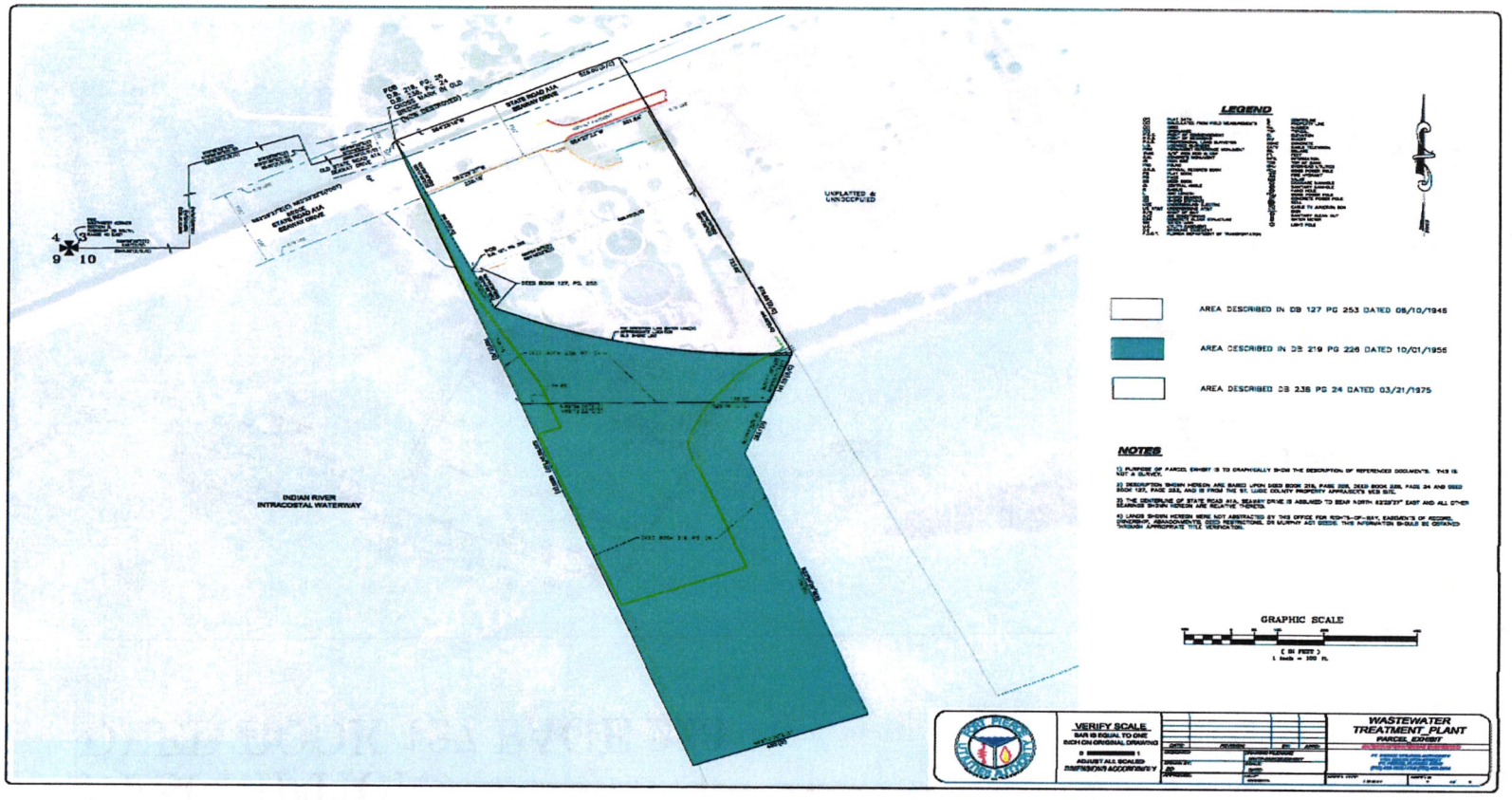
DEED BOOK 219 PAGE 226



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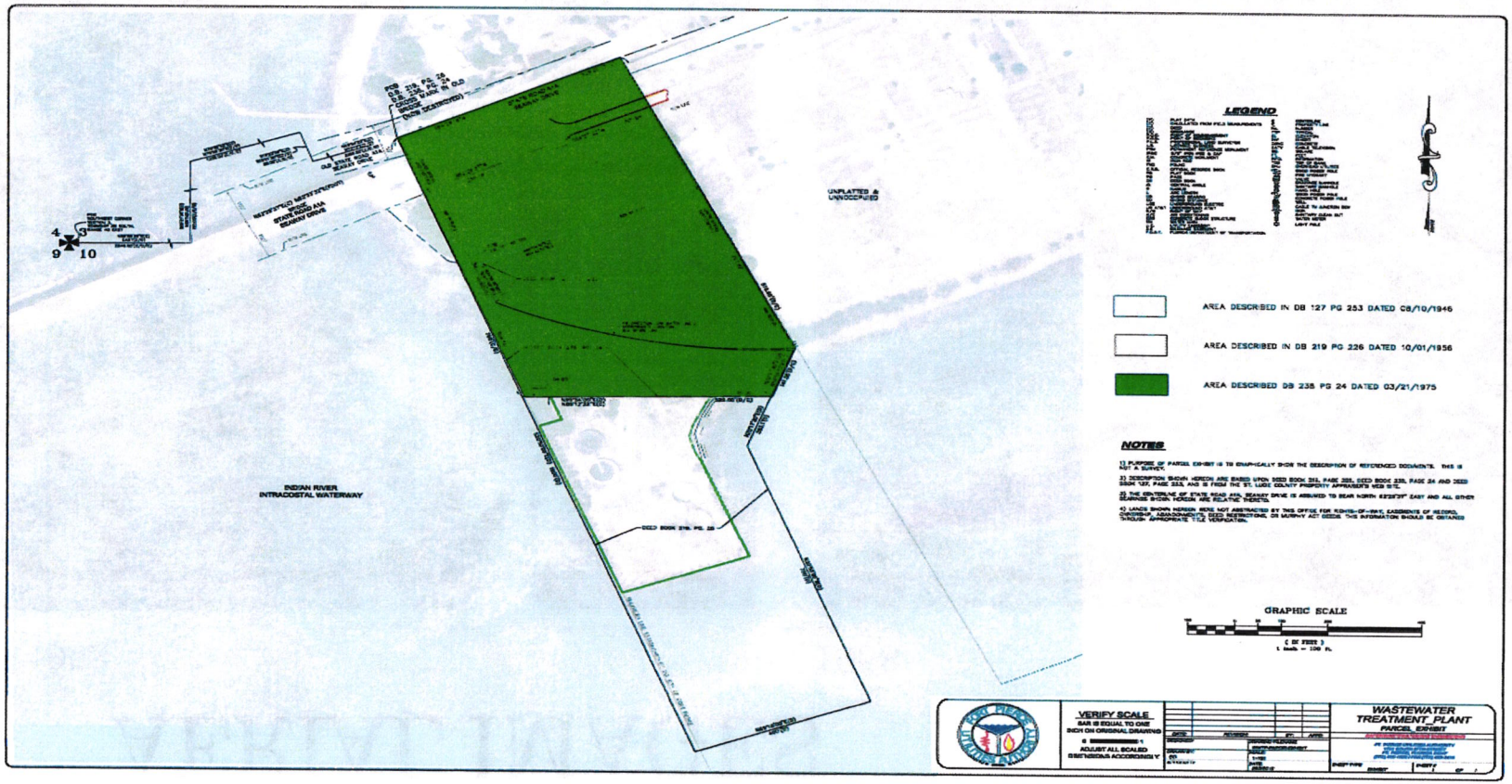
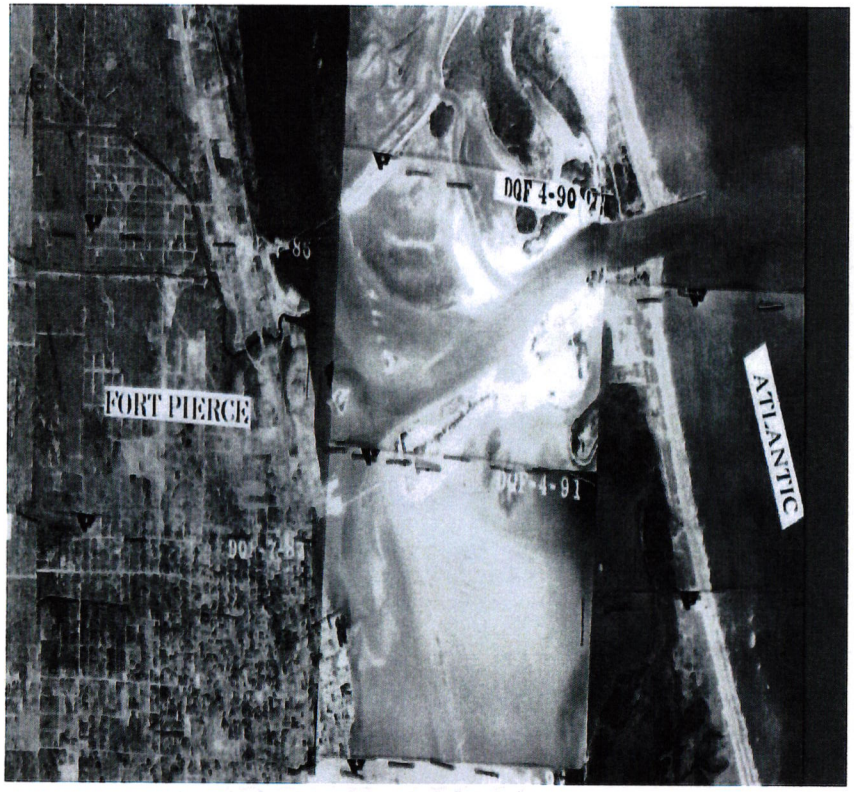


AERIAL IMAGES

1952

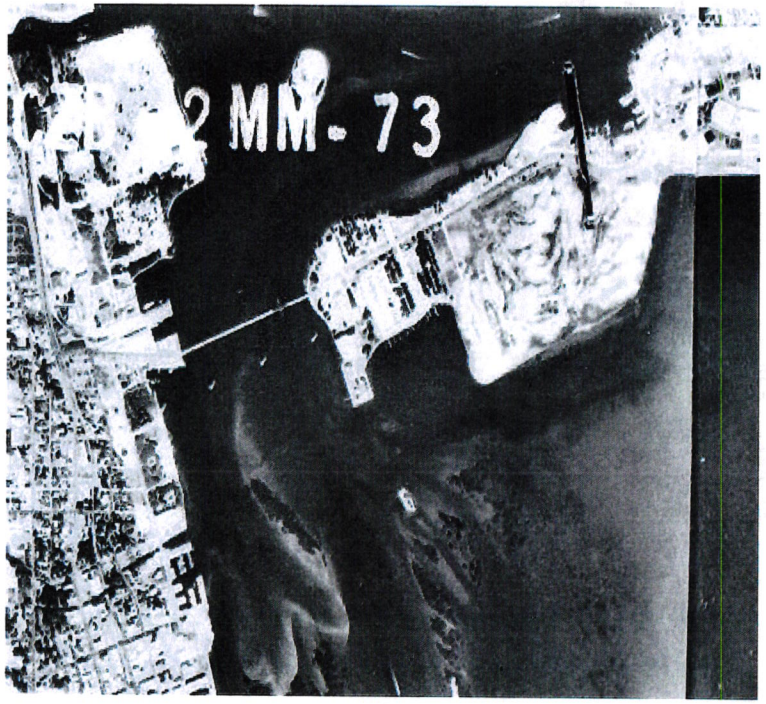


1958

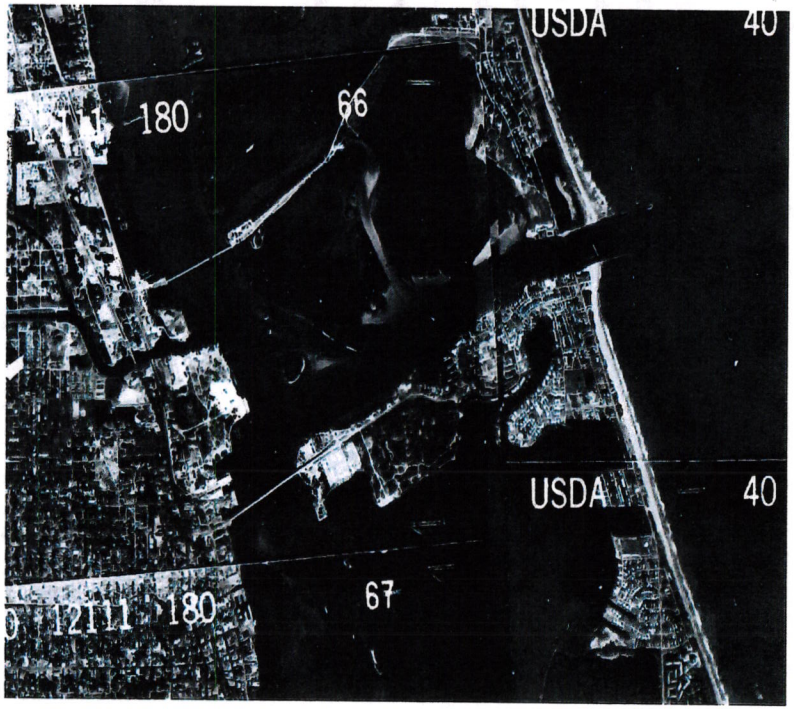


AERIAL IMAGES

1970



1977



Internal Improvement Fund, State of Florida

BOOK 127 PAGE 253

DEED NO. 19176.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under and by virtue of the authority of Section 253.12 Florida Statutes, 1941, and according to the provisions and procedure provided for in Section 253.13, Florida Statutes, 1941, and for and in consideration of the sum of ten & 00/100 ($10.00) and other valuable considerations Dollars, to them in hand paid by Fort Pierce Inlet District, a public taxing corporation, whose Post Office Address is Fort Pierce, St. Lucie County, Florida, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed to the said Fort Pierce Inlet District and its successors and assigns, forever, the following described lands, to-wit:

Commencing at the Southwest Corner of Section 3, Township 35 South, Range 40 East, and run East 2,240.0 feet;

thence, run North 720.0 feet;
thence, run North 70° 58½' East 1200.0 feet;
thence, run South 19° 01½' East 85.0 feet, to a point in center of Causeway Bridge;
thence, run North 70° 16' East 2009.5 feet to a point; said point being in center of Bridge at East End of West Bridge. Run

thence, South 24° 55½' East 386.3 feet for a point of beginning; run
thence, North 65° 04½' East for a distance of 525.0 feet to a point; run
thence, South, 24° 55½' East 490.0 feet to a point on low water edge of Indian River; run
thence, in Northwest direction paralleling the low water line of river to a point which is 110 feet Southeast of beginning; run
thence, North 24° 55½' West 110 feet to point of beginning.

Containing 3.94 acres, more or less, and being in Section 2, Township 35 South, Range 40 East, St. Lucie County, Florida.

(The above described land is to be used for public purposes only.)

TO HAVE AND TO HOLD the said above mentioned and described land and premises, and all the title and interest of the Trustees therein as granted to them by Section 253.12, Florida Statutes, 1941, unto the said

Fort Pierce Inlet District, a public taxing corporation

and its successors

heirs and assigns, forever.

SAVING AND RESERVING unto the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described lands, and an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in or under the said above described land, with the privilege to mine and develop the same.

IN WITNESS WHEREOF, The Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed their seals, and have caused the seal of the DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA, to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 10th day of August, A. D. Nineteen Hundred and Forty-Six.

Governor. (SEAL)

Comptroller. (SEAL)

Treasurer. (SEAL)

Attorney-General. (SEAL)

Commissioner of Agriculture. (SEAL)

Clerk File No. 7446 Filed in the office of the Clerk of the Circuit Court, St. Lucie County, Florida on the 16th Day of Aug A.D. 1946 at 9:09 O'clock A. M. and recorded in Deed Book No. 127 pages 253-254 and record verified. W. R. LOTT, Clerk Circuit Court St. Lucie County, Florida By W. R. Ingalls D.C.

#7446 FILED

BOOK 219 PAGE 226

TEES OF THE INTERNAL IMPROVEMENT FUND

OF THE STATE OF FLORIDA

DEED NO. 21183

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of the sum of One and 00/100 Dollars, and other good and valuable considerations, to them in hand paid by the CITY OF FORT PIERCE, of the County of St. Lucie, State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, unto the said CITY OF FORT PIERCE and its successors and assigns, the following described lands, to-wit:

A parcel of submerged land in the Indian River in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, described as follows:

From the section corner common to Sections 3, 4, 9 and 10, Township 35 South, Range 40 East, St. Lucie County, Florida, run thence East 2240 feet; thence North 720 feet; thence North 70° 58½' East, 1200 feet; thence South 19° 01½' East, 85 feet to a point in the center of Causeway Bridge; thence North 70° 16' East, 2009.5 feet to a cross mark in the deck near the east end of Causeway Bridge, and the Point of Beginning of the lands herein described: From said Point of Beginning run South 20° 50' East, 1800 feet to a point in Indian River; thence North 69° 10' East, 400 feet; thence North 20° 50' West, 750 feet; thence North 20° 17½' East, 283.1 feet to a point on the original shore line of Causeway Island, the same being the southeasterly corner of the lands conveyed by the Trustees of the Internal Improvement Fund of the State of Florida to the Fort Pierce Inlet District by deed recorded in Deed Book 127, Page 253, St. Lucie County, Florida, Public Records; thence, meandering the low water edge of the original southerly shore of Causeway Island, run Northwesterly to a point which bears South 24° 55½' East at a distance of 496.3 feet from the Point of Beginning; thence North 24° 55½' West, 496.3 feet to the Point of Beginning; excepting therefrom existing right-of-way for State Road A-1-A; containing 13.0 acres, more or less.

PROVIDED, HOWEVER, anything herein to the contrary notwithstanding this deed is given and granted upon the express condition subsequent that the Grantee herein or its successors and assigns shall never sell or convey or lease the above described land or any part thereof to any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes.

It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render thi deed null and void and the above described lands, shall in such event, revert to the Grantors or their successors.

TO HAVE AND TO HOLD the above granted and described premises forever.

SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same.

OTHER RESERVATIONS: None

IN TESTIMONY WHEREOF, the said Trustees have hereunto subscribed their names and affixed their seal and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 20th, day of April, A. D. 1956.

Leroy Collins (SEAL)
Governor

Ray E. Green (SEAL)
Comptroller

J. Edwin Larson (SEAL)
Treasurer

Richard W. Ervin (SEAL)
Attorney General

[illegible] (SEAL)
Commissioner of Agriculture

As and Composing the Trustees of the Internal Improvement Fund of the State of Florida.

Trustees I. I. Fund

Agriculture

Clerk File No. 51935 Filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida on the 1st Day of October A. D. 1956 at 10:16 o'clock A.M. and recorded in Deed Book No. 219 pages 226-227 and record verified.

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida
By [illegible] D. C.

Indexed

304865

D E E D

THIS DEED made and executed the 21st day of March, 1975 by FORT PIERCE PORT AND AIRPORT AUTHORITY, a special taxing district existing under the laws of Florida, hereinafter called the grantor, to CITY OF FORT PIERCE, a municipal corporation existing under the laws of Florida, for the use and benefit of the Ft. Pierce Utilities Authority, whose post office address is 500 Boston Avenue, Fort Pierce, Florida 33450, hereinafter called the grantee:

WITNESSETH: That the grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, its successors and assigns, all that certain land situate in St. Lucie County, Florida, viz:

2402-244-0001-000/7
2402-323-0003-000/0

From the section corner common to Sections 3, 4, 9 and 10, Township 35 South, Range 40 East, St. Lucie County, Florida, run thence East 2240 feet; thence North 720 feet; thence North 70°58½' East 1200 feet; thence South 19°01½' East, 85 feet to a point in the center of Causeway Bridge; thence North 70°16' East 2009.5 feet to a cross mark in the deck near the east end of Causeway Bridge and the point of beginning of the lands herein described: From said point of beginning run South 20°50' East 760 feet to a point; thence North 89°34'00" East 526.06 feet to a point; thence North 20°17'30" East 141.55 feet to a point on the original shoreline of Causeway Island, the same being the southeasterly corner of the lands conveyed by the Trustees of the Internal Improvement Fund of the State of Florida to the Fort Pierce Inlet District by deed recorded in Deed Book 127, page 253, St. Lucie County, Florida Public Records; thence North 24°55'30" West 878.66 feet to a point; thence South 64°50' West 525.0 feet to the point of beginning, excepting therefrom the existing right of way for State Road A1A. Together with all accreted lands lying westerly of the west line of the above described parcel.

DOCUMENTARY SURTAX 00.55 FLORIDA 17281 SAINT LUCIE COUNTY

STATE OF FLORIDA DOCUMENTARY STAMP TAX 00.30 71390 SAINT LUCIE COUNTY

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

Stamps .30
Surtax .55

O.R. BOOK 238 PAGE 24

THIS INSTRUMENT WAS PREPARED BY
RALPH B. WILSON, ST. LUCIE COUNTY
COURTHOUSE, FT. PIERCE, FLORIDA

TO HAVE AND TO HOLD, the same in fee simple forever; provided, however, that said land shall be used for public purposes only, and in the event that said land should ever cease to be used for public purposes, title thereto shall revert to the grantor.

IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

FORT PIERCE PORT AND AIRPORT AUTHORITY

By George D. Price
Chairman

ATTEST:

Roger Poitras
Secretary

Signed, sealed and delivered
in the presence of:

Josephine B. Rice

Miriam R. Rice

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GEORGE D. PRICE and ROGER POITRAS, well known to me to be the Chairman and Secretary respectively of the District named as grantor in the foregoing deed, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said District and that the seal affixed thereto is the true seal of said District.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of March, 1975.

Ralph B. Wilson
Notary Public, State of Florida
at Large

My Commission expires: 7-13-76

FILED AND RECORDED
ST LUCIE COUNTY FLA.
ROGER POITRAS
CLERK CIRCUIT COURT
RECORD VERIFIED

MAR 31 1 59 PM '75

304865

OR BOOK 238 PAGE 25

OERTEL, FERNANDEZ, BRYANT & ATKINSON, P.A.

MAILING ADDRESS: POST OFFICE BOX 1110 | TALLAHASSEE, FLORIDA 32302-1110

OFFICES: 2060 DELTA WAY | TALLAHASSEE, FLORIDA 32303
PHONE: 850-521-0700 | FAX: 850-521-0720 | WWW.OHFC.COM

ATTORNEYS:
TIMOTHY P. ATKINSON
M. CHRISTOPHER BRYANT
C. ANTHONY CLEVELAND
ANGELA K. FARFORD
SEGUNDO J. FERNANDEZ
KENNETH G. OERTEL
TIMOTHY J. PERRY

MEMORANDUM

Confidential and Privileged Attorney Work-Product

TO: R. N. Koblegard, III

FROM: Timothy P. Atkinson

SUBJ: FPUA Reverter Clause Issues

DATE: April 28, 2015

You have sent for review three deeds (1946, 1956 and 1975), an agreement (1956) and a map. While the deeds contain property descriptions, there is no map or site plan that shows the precise aerial extent of the properties conveyed by deed. The map that was included does not appear to correspond to the deeds.

You previously indicated that there may exist a desire to relocate the existing FPUA water treatment facilities located on the parcels described by the deeds to another property located inland. The resulting vacant land, being situated in an advantageous location along the waterway, would then be sold or leased and developed, possibly in a partnership between the county, the city and private developers, for hotels, restaurants, condominiums and/or other commercial development.

The three deeds all contain a public purpose clause, that the land is to be used for public purposes only. However, only the 1956 and 1975 deeds contain a reverter clause. The 1946 deed does not contain a reverter clause. Even though the land conveyed in the 1946 deed contained a public purpose clause, when no provisions for a reverter are made, it appears that a violation of the public purpose clause would not cause the property to revert, although a violation of the public purpose clause could subject the landowner to a declaratory judgment or mandamus action by the State to attempt to enforce the public purpose clause, which might include tearing down any structures constructed in violation of the public purpose clause.

The Courts of the State of Florida have generally approved of the concept of reverter clauses, and reverter clauses have appeared in Florida statutes[1]. Although such clauses are strictly construed "most strongly against the grantor," the guiding principle is the intent of the parties. *Loveland v. CSX Transportation, Inc.*, 622 So. 2d 1120, 1121 (Fla. 3rd DCA 1993). Should a portion of a property subject to a reverter clause be sold thereby violating the restriction, if it could be equitably separated from the main tract, the reversion clause would be triggered but only as to those portions of the property that were sold. *Loveland*, 622 So. 2d at 1123. The party seeking to quiet title via a reverter clause will bear the burden of demonstrating the violation of the reverter restriction. *Meigs Properties, LTD. v. Board of County Commissioners of Okaloosa County*, 107 So. 3d 1171 (Fla. 1st DCA 2013).

Deeds and Agreement

1) In a deed dated August 10, 1946 (Deed No. 19178), the Internal Improvement Fund deeded property (approximately 3.94 acres) to the Fort Pierce Inlet District. The deed does not contain a reverter clause, it does contain a public purpose clause: "The above described land is to be used for public purposes only."

2) In a deed dated April 20, 1956 (Deed No. 21183), the Trustees of the Internal Improvement Trust Fund deeded property (approximately 13.0 acres) to the City of Fort Pierce, Florida. This deed contains a very specific public purpose clause that the land shall never be sold or leased to ". . . any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes." The deed also contains a reverter clause: "It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render this deed null and void and the above described lands, shall in such event, revert to the Grantors or their successors."

   Shortly before the 1956 deed was given, on April 2, 1956, the City of Fort Pierce and the Fort Pierce Port Authority entered into an agreement, in pertinent part:

   - The City has undertaken installation of a sanitary sewer system and disposal plant and requires submerged lands.
   - References an application to the Internal Improvement Board for the conveyance by the Board of submerged lands to the City indicated on a sketch dated April 11, 1955 (missing). This sketch apparently references a Parcel A (to be conveyed from the City to the Port) and a Parcel B (to be retained by the City and filled in for the plant).
   - The City and Port agreed that the conveyance by the Board to the City would permit a conveyance by the City to the Port of fee simple unencumbered tile to the submerged lands (Parcel A).

---

[1] For example, in Section 253.111(5) and (6), Florida Statutes (1967), the Florida legislature passed legislation related to transactions on offshore tidal lands held by the Board of Trustees. The Board of County Commissioners were given a first option to purchase any lands vested in the Trustees, except submerged lands riparian to an upland owner. However, lands purchased pursuant to this statute must have been utilized for outdoor recreational purposes; they were subject to a reverter to the Trustees if they were not so used.

3) In a deed dated March 21, 1975, from the Fort Pierce Port and Airport Authority to the City of Fort Pierce (no acreage specified), the deed contains both a public purpose and reverter clause: "TO HAVE AND TO HOLD, the same in fee simple forever; provided, however, that said land shall be used for public purposes only, and in the event that said land should ever cease to be used for public purposes, title thereto shall revert to the grantor."

There is nothing in the wording of the public use or reverter clauses in the three deeds which suggests that the restrictions would be found to against public policy or otherwise found invalid. The 1956 agreement merely demonstrates the need for the conveyances, and provides evidence of intent in the form of public sanitary sewer and disposal plant uses, but otherwise does not bear on the question of the validity of the reverter clauses.

Butler Act of 1921

In 1921, the Florida Legislature passed an act "Granting and Confirming Riparian Rights n Submerged and Filled-in Lands." This act, known as the Butler Act, followed the Riparian Rights Act of 1856, but the two acts were consistent and the Butler Act did not repeal the earlier act. Under the Butler Act, in order to foster commerce and to improve the state, the legislature intended to vest title in the riparian owner to the submerged lands upon the bulkheading, filling in, or otherwise permanently improving submerged lands. The Bulkhead Act (Chapter 57-362, Laws of Florida (1957), repealed the Butler Act and was codified in Section 253.129 (1957): "The title to all lands heretofore filled or developed is herewith confirmed in the upland owners and the trustees shall on request issue a disclaimer to each such owner."

In this case, additional information is required to ascertain whether any property was bulkheaded, filled or otherwise improved such as to qualify for a transfer of title to have taken place under the Butler Act. Specifically, was any sovereign submerged lands, not otherwise subject to a reverter clause in a deed, bulkheaded, filled in, or otherwise permanently improved prior to 1957?

It would be most helpful (for several reasons, not just this Butler Act analysis) to obtain a drawing by a registered surveyor detailing the areas that 1) were filled or improved prior to the repeal of the Butler Act in 1957, 2) were granted under the 1946 deed, 3) were granted under the 1956 deed, and 4) were granted under the 1975 deed. In order to understand what areas might fall within category 1, the drawings of the deeded areas along with an aerial photographic history of the property may be needed. Historic photographs are available through various sources, such as the Florida Department of Environmental Protection and the Florida Department of Transportation, and elsewhere.

Waiver of Public Purpose and Reverter Clauses

Upon application to the Board of Trustees of the Internal Improvement Fund, potentially for consideration, the public purpose and reverter clauses could be waived, especially where it could be shown to the Trustees that the action would be for a public purpose and an environmental benefit.

Relocating the FPUA water treatment facilities to a property located inland would have several public benefits. First, the aging facilities at the current location would be replaced with newer facilities utilizing modern technology and equipment. There might also be less of a chance of an environmental hazard caused by severe storms or by rising sea levels. The new inland facility and transfer / conveyance structures to the new facility would likely be expensive (you indicated in the $100M ballpark) and would likely be paid for by public funds. Some part of the cost of the new facility would be paid for by the sale or lease of the existing lands to private developers or other private interests. Every dollar of the public treasury saved through such private investment would therefore be in the public interest. Also, while purely an esthetic consideration, the treatment facility would no longer be an eyesore for the area and attractive new development could take its place, thereby encouraging other growth and modernization within the area.

The resulting vacant land, being situated in an advantageous location along the waterway, would then be developed, possibly in a partnership between the county, the city and private developers or other private interests, for hotels, restaurants, condominiums, and/or other desirable commercial development. The development would bring short-term and long term job growth. It would be very important to highlight for the Trustees job creation estimates from a credible expert in the field.

It is unknown what consideration, if any, the Trustees would require for the waiver of the public purpose and reverter clauses. A recent waiver item before the Trustees in May of 2013 however, indicates that the Trustees exacted 15% of rental payments as consideration for waiving a reverter for a proposed state-of-the-art public and private commercial mega yacht marina and mixed-use development on Watson Island in Miami-Dade County on Biscayne Bay. Attached are copies of the agenda and portions of the transcript.

The waiver process is political, and while the Trustees rely upon the staff (FDEP) for guidance, the Trustees have the ultimate decision. Objectors from the local area might attempt to influence the Trustees in order to make the cost prohibitively high or to deny the request. This can be seen in the attached agenda where objectors from the Sierra Club and residents groups spoke against the agenda item. It is our experience that careful planning, and continued, well-prepared, documented and unified communication with the FDEP, and the Trustees and their aides is essential to achieving a good outcome.

Further research could be done with FDEP, as the Board of Trustees staff, to ascertain whether and to what extent the Trustees previously waived public purpose and/or reverter clauses. Such information might serve to support an application by showing precedent for such actions.

Conclusion

It appears that the public use and reverter clauses would probably be found to be valid deed restrictions. The intent of the parties will be the key question in any dispute in court. If a portion of the overall parcel subject to a reverter restriction is sold or leased in contravention of the reverter clause, ownership of such portion would probably revert to the Trustees.

It is possible that a grant of tile under the Butler Act of 1921 was made subsequent to the filling in of submerged lands (and done prior to the Bulkhead Act in 1957). Additional information on the aerial extent and dates of fill would be needed, however, to complete the analysis.

The following information or documents are needed:

- A drawing by a surveyor detailing the areas that:
  1) were filled or improved prior to the repeal of the Butler Act in 1957, along with the dates of fill or improvement;
  2) were granted under the 1946 deed;
  3) were granted under the 1956 deed; and
  4) were granted under the 1975 deed.
- A composite drawing showing the areas granted under all three (3) deeds.
- Aerial photographic history of the property.

Clayton Lindstrom

From: Florinda Mazzarella
Sent: Wednesday, June 03, 2015 4:20 PM
To: Clayton Lindstrom
Subject: FW: Memorandum - reverter clause issues
Attachments: Flagstone Transcript exerpts.pdf; May 13 2014 Flagstone Agenda Item.pdf; FPUA Reverter Clause Memo.pdf

Florinda Mazzarella
Executive Assistant
Fort Pierce Utilities Authority
Director of Utilities
206 South 6th Street
Fort Pierce, FL 34950
Telephone (772) 466-1600, Ext. 3201
Fax (772) 468-2412
E-mail: fmazzarella@fpua.com

From: The Koblegard Law Firm [mailto:koblegardlaw@aol.com]
Sent: Wednesday, June 03, 2015 4:08 PM
To: Florinda Mazzarella
Subject: Fwd: Memorandum - reverter clause issues

Florinda,

Please see attached Tim Atkinson's opinion. We received the information requested at the end from Shane this morning and will be forwarding that along for further review.

Thanks,
Rosalie

The Koblegard Law Firm
200 S. Indian River Drive, Suite 201
Fort Pierce, FL 34950
Telephone: (772) 461-7772
Facsimile: (772) 461-0226
Email: koblegardlaw@aol.com

-----Original Message-----
From: Tim Atkinson <TAtkinson@ohfc.com>
To: koblegardlaw <koblegardlaw@aol.com>; koblegardlaw2 <koblegardlaw2@aol.com>
Cc: Tim Atkinson <TAtkinson@ohfc.com>
Sent: Tue, Apr 28, 2015 6:24 pm
Subject: Memorandum - reverter clause issues

Dear Koby,

As you requested, please find attached my memorandum on the reverter clause issues.

I also attached some additional information discussed in the memorandum.

Please let me know if you have any questions. Please feel free to call me to discuss.

Best regards,

Tim

Timothy P. Atkinson*
Oertel, Fernandez, Bryant & Atkinson, P.A.
2060 Delta Way
Tallahassee, Florida 32303
850-521-0700
850-521-0720-fax

* Board Certified - State and Federal
Government and Administrative Practice

From: Tim Atkinson
Sent: Monday, December 8, 2014 3:50 PM
To: 'koblegardlaw@aol.com'; 'koblegardlaw2@aol.com'
Subject: reverter clause issues

Hi Rupert,

It was a pleasure to speak with you this afternoon about the reverter clause issues for the FPUA water treatment facility.

In addition to the reverter clause issues we discussed, it would be a good idea to look at the Butler Act. If the property were filled prior to 1951, the State may have lost its interest in the property. It would be important to know when the property was obtained, when the submerged lands were filled, if there was a permit issued for the fill, and the sequence of these events, etc. I have attached a copy of the Anderson Columbia Co., Inc. v. Board of Trustees of the Internal Improvement Trust Fund case from 1999 that Ken Oertel and I litigated (Ken previously served as general counsel to the Board of Trustees by the way). The 1DCA in Anderson Columbia confirmed and discussed the operation of the Butler Act to confirm title in upland owners who fill in or bulkhead submerged lands adjacent to uplands.

It would also be important to research the exact wording of the reverter clause in the deeds. Depending on the wording, the reverter clause might violate the rule against perpetuities (Section 689.225, F.S.) or could be an unreasonable restraint on alienation, and therefore void.

If it appears the reverter is valid, the State (probably the Board of Trustees of the Internal Improvement Trust Fund) could extinguish it, particularly if it would be for a public purpose, and also an environmental benefit. Those matters are decided by the Governor and Cabinet.

Please let us know if you have any questions or if we may be of further assistance. I look forward to hearing from you.

Best regards,

Tim

Timothy P. Atkinson*
Oertel, Fernandez, Bryant & Atkinson, P.A.
2060 Delta Way

Tallahassee, Florida 32303
850-521-0700
850-521-0720-fax

* Board Certified - State and Federal
Government and Administrative Practice

INTEROFFICE MEMORANDUM

FROM THE OFFICE OF THE

CITY MANAGER

TO : Robert V. Schwerer, City Attorney

THRU : Robert J. Bradshaw, City Manager

FROM : Nick Mimms, P.E., Deputy City Manager

RE : **FORT PIERCE UTILITIES AUTHORITY WASTE WATER TREATMENT PLANT POTENTIAL REDEVELOPMENT**

DATE : July 1, 2014

The City of Fort Pierce recently met with representatives of the Fort Pierce Utilities Authority and Saint Lucie County Board of County Commissioners to discuss the potential redevelopment of the land currently occupied by the Fort Pierce Utilities Authority Waste Water Treatment Plant. In previous investigation by your office two (2) separate deeds were identified that contain clauses and/or restrictions for the future utilization of the subject property.

The first transaction involves the Trustees of the Internal Improvement Fund of the State of Florida, dated April 20, 1956, that contains a restriction that the property could never be sold, conveyed, or leased to any private person, firm or corporation for any private use or purpose, and that the land shall be used solely for public purposes. The second transaction involves a deed from the Fort Pierce Port and Airport Authority, dated March 21, 1975, containing a reverter clause and requires that the land be used for a public purpose only, and in the event it ever ceases to be used for public purposes, then the title will revert to the grantor which is now no longer the Port and Airport Authority, but the County.

These restrictions have a direct impact on the future redevelopment of this land and greater detail is needed to determine the actual intent and definition of public purpose. Please review the attached information and consult with the legal representatives of both Saint Lucie County and the Fort Pierce Utilities Authority to provide guidance toward the appropriate redevelopment of the subject area.

Thank you for your cooperation.

Attachments

cc: FPUA Executive Director
City of Fort Pierce Economic Development Team

City of Fort Pierce, P.O. Box 1480, Ft. Pierce, FL 34954-1480 – 772.467.3000

THIS MEMORANDUM IS A COMMUNICATION FROM COUNSEL TO AGENTS AND REPRESENTATIVES OF THE CITY OF FORT PIERCE IN AN ATTORNEY/CLIENT RELATIONSHIP AND IS THEREFORE CONFIDENTIAL AND IS FURTHER PROTECTED BY FLORIDA STATUTE SECTION 119.07 AS IT CONTAINS WORK PRODUCT OF THE ATTORNEY PREPARED IN ANTICIPATION OF, OR IN CONNECTION WITH, POTENTIAL OR PENDING ADVERSARIAL ADMINISTRATIVE PROCEEDINGS AND/OR CIVIL LITIGATION.

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Fort Pierce Mayor and Commissioners

FROM: Robert V. Schwerer, City Attorney

SUBJECT: Ownership of South Beach Sewer Treatment Plant

DATE: December 4, 2013

Per your request, please find attached an earlier memorandum and related materials concerning the reverter clauses that exist in the deeds for the South Beach Sewer Treatment Plant. It is to be noted that this title information has not been updated since the memorandum was issued back in 2005. It is also possible that these deeds do not represent all of the properties currently occupied by the FPUA which comprise the sewer treatment facility. Such information can be obtained by way of a comprehensive title search but it is not recommended the City incur that expense and staff effort if your questions are answered by the attached memorandum.

Please let me know if you require any additional information concerning this property.

Robert V. Schwerer, Esq.
City Attorney

/mlp
Attachment
cc: Robert J. Bradshaw, City Manager
Nicholas Mimms, Deputy City Manager
Linda Cox, City Clerk
Rebecca Grohall, Planning Manager

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Dennis W. Beach, City Manager

FROM: Robert V. Schwerer, Esq., City Attorney

SUBJECT: Ownership of South Beach Sewer Treatment Plant

DATE: August 30, 2005

You have requested us to research the title ownership for the property comprising the Sewer Treatment Plant on South Beach. We are awaiting a formal title search. However, in the meantime, we did receive copies of the deeds for the property.

These deeds show that the property was actually deeded to the City of Fort Pierce in separate transactions. The first transaction involves the Trustees of the Internal Improvement Fund of the State of Florida and is dated April 20, 1956. A copy of that deed is attached. The deed contains a restriction that the property could never be sold, conveyed, or leased to any private person, firm or corporation for any private use or purpose, and that the land shall be used solely for public purposes.

The second transaction involves a deed from the Fort Pierce Port and Airport Authority dated March 21, 1975, and a copy of that deed is also attached. The deed contains a reverter clause and requires that the land be used for a public purpose only, and in the event it ever ceases to be used for public purposes, then the title will revert to the grantor which is now no longer the Port and Airport Authority, but the County.

As you are aware, there are a number of exceptions to the "public purpose" restriction or reverter clause in these deeds. For instance, there are different uses which, although semi-private including uses for tourism, economic development, or redevelopment, which could qualify as a use for a public purpose. If structured correctly, and within current guidelines, such uses are allowable notwithstanding these type restrictions. However, this memorandum is not intended to render any opinions as to what uses, if any, qualify for such an exemption.

Please let me know if further information is needed concerning the legal title to this property.

Robert V. Schwerer, Esq.
City Attorney

RVS/cf

cc: Fort Pierce Mayor & Commissioners
Rupert N. Koblegard, III, FPUA Attorney

TEES OF THE INTERNAL IMPROVEMENT FUND

OF THE STATE OF FLORIDA

DEED NO. 21183

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of the sum of One and 00/100 Dollars, and other good and valuable considerations, to them in hand paid by the CITY OF FORT PIERCE, of the County of St. Lucie, State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, unto the said CITY OF FORT PIERCE and its successors and assigns, the following described lands, to-wit:

A parcel of submerged land in the Indian River in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, described as follows:

From the section corner common to Sections 3, 4, 9 and 10, Township 35 South, Range 40 East, St. Lucie County, Florida, run thence East 2240 feet; thence North 720 feet; thence North 70° 58½' East, 1200 feet; thence South 19° 01½' East, 85 feet to a point in the center of Causeway Bridge; thence North 70° 16' East, 2009.5 feet to a cross mark in the deck near the east end of Causeway Bridge, and the Point of Beginning of the lands herein described: From said Point of Beginning run South 20° 50' East, 1800 feet to a point in Indian River; thence North 69° 10' East, 400 feet; thence North 20° 50' West, 750 feet; thence North 20° 17½' East, 283.1 feet to a point on the original shore line of Causeway Island, the same being the southeasterly corner of the lands conveyed by the Trustees of the Internal Improvement Fund of the State of Florida to the Fort Pierce Inlet District by deed recorded in Deed Book 127, Page 253, St. Lucie County, Florida, Public Records; thence, meandering the low water edge of the original southerly shore of Causeway Island, run Northwesterly to a point which bears South 24° 55½' East at a distance of 496.3 feet from the Point of Beginning; thence North 24° 55½' West, 496.3 feet to the Point of Beginning; excepting therefrom existing right-of-way for State Road A-1-A; containing 13.0 acres, more or less.

PROVIDED, HOWEVER, anything herein to the contrary notwithstanding this deed is given and granted upon the express condition subsequent that the Grantee herein or its successors and assigns shall never sell or convey or lease the above described land or any part thereof to any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes.

It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render thi deed null and void and the above described lands, shall in such event, revert to the Grantors or their successors.

TO HAVE AND TO HOLD the above granted and described premises forever.

SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same.

OTHER RESERVATIONS: None

IN TESTIMONY WHEREOF, the said Trustees have hereunto subscribed their names and affixed their seal and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 20th, day of April, A. D. 1956.

LeRoy Collins (SEAL)
Governor

Ray E. Green (SEAL)
Comptroller

J. Edwin Larson (SEAL)
Treasurer

Richard W. Ervin (SEAL)
Attorney General

(SEAL) (SEAL)
Trustees I. I. Fund

Commissioner of Agriculture
Dept. of Agriculture

As and Composing the Trustees of the Internal Improvement Fund of the State of Florida.

Clerk File No. 51935 Filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida on the 1st Day of October A. D. 1956 at 10:15 o'clock A.M. and recorded in Deed Book No. 219 pages 226-227 and record verified.

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida
By Lily Hansen D. C.

Indexed

CIRCUIT COURT * FLA. * ST. LUCIE CO.

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 2nd day of April, A.D. 1956, by and between CITY OF FORT PIERCE, a municipal corporation, party of the first part, hereinafter referred to as "City" and FORT PIERCE PORT AUTHORITY, party of the second part, hereinafter referred to as "Port", WITNESSETH:

WHEREAS, the City has undertaken the installation of a sanitary sewer system and disposal plant for the City of Fort Pierce and will require submerged land located South and West of land owned by the Port in Section 2, Township 34 South, Range 40 East, and

WHEREAS, it is the intent and desire of both parties hereto to cooperate each with the other to the end that the submerged land may be obtained by the City and filled in for a disposal plant, and

WHEREAS, the City, upon obtaining title from the I. I. Board, will convey by appropriate deed to the Port those certain lands indicated as Parcel A on the sketch or drawing prepared by Alton A. Register and Associates, and that the City shall retain the submerged lands as indicated as Parcel B on said sketch, and

WHEREAS, by reason of the nature of the project it will be necessary to establish a road right-of-way into the proposed sewage disposal plant over lands owned by the Port located in Section 2, Township 34 South, Range 40 East,

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein to be kept and performed by the parties hereto as well as in consideration of the sum of ONE DOLLAR ($1.00), and other valuable considerations paid by the City to the Port, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. That the City has made application to the Trustees of the Internal Improvement Fund of the State of Florida (hereinafter referred to as "I. I. Board") for the conveyance to the City by the

I. I. Board of all submerged lands indicated on that sketch or drawing prepared by Alton A. Register and Associates dated April 11, 1955 a true and correct copy of which is attached to this Agreement and by reference made a part hereof.

2. That said conveyance from the said I. I. Board shall contain an appropriate provision whereby the City shall convey to the Port the fee simple unencumbered title to the land (submerged land as hereinabove set out) lying South and West of and adjacent to the upland now owned by the Port, being indicated as Parcel A on the sketch or drawing hereinabove referred to in Paragraph 1.

3. The Port agrees to permit the City to deposit spoil or fill on such portions of Parcel A as is required in completing the fill of Parcel B.

4. Simultaneously upon the execution and delivery of the deed of conveyance referred to above in Paragraph 2 by the City to the Port, the Port will execute and deliver a perpetual easement to the City granting the City the right to use for the purpose of egress and ingress to and from the premises described herein and conveyed to the City by the I. I. Board, a strip of land fifty feet in width extending from A1A in a Southerly direction to said lands retained by the City.

5. The Port agrees to assist the City in its application to obtain title to the lands indicated on the sketch or drawing attached hereto and by reference made a part hereof, from the I. I. Board.

6. That neither the upland of the Port nor the Tract A to be conveyed by the City to the Port shall be subject to any special levy or assessment for the cost of the improvements in filling of the submerged lands lying South and West of the Port's upland property.

7. The City agrees to secure all necessary clearance for the filling in of the submerged lands as indicated on the sketch or drawing attached hereto and by reference made a part hereof, from all interested public authorities, without any cost or expense to the Port.

8. The covenants and conditions of this Agreement shall be binding upon, and inure to the benefit of the successors and assigns of the parties hereto, respectively, and time shall be of the essence of this agreement.

IN WITNESS WHEREOF, the first party has caused these presents to be duly executed in its name in duplicate by its Mayor-Commissioner and its corporate seal to be affixed hereto and attested by its Clerk; and the second party has caused these presents to be duly executed in its name in duplicate by its Chairman and its seal to be affixed hereto, attested by its Secretary, the day and year first above written.

Signed, sealed and delivered in the presence of:

Marita E. Frazier

Marie A. Dillon

CITY OF FORT PIERCE

By Ray Pickett
Mayor-Commissioner

Attest: L. M. Mitchell
Clerk

(Seal)

Tina Rufli

Miriam Drew

FORT PIERCE PORT AUTHORITY

By Harry J. Kelly
Chairman

Attest: W. C. Baggett
Secretary

(Seal)

Approved as to Form and Correctness

Emil S. Miller
Attorney for City of Fort Pierce

304865

D E E D

THIS DEED made and executed the 21st day of March, 1975 by FORT PIERCE PORT AND AIRPORT AUTHORITY, a special taxing district existing under the laws of Florida, hereinafter called the grantor, to CITY OF FORT PIERCE, a municipal corporation existing under the laws of Florida, for the use and benefit of the Ft. Pierce Utilities Authority, whose post office address is 500 Boston Avenue, Fort Pierce, Florida 33450, hereinafter called the grantee:

WITNESSETH: That the grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, its successors and assigns, all that certain land situate in St. Lucie County, Florida, viz:

2402-244-0001-000/7 Part of Airport auth

2402-323-0003-000/0 - land sw adjacent

wer Plant Expansion

From the section corner common to Sections 3, 4, 9 and 10, Township 35 South, Range 40 East, St. Lucie County, Florida, run thence East 2240 feet; thence North 720 feet; thence North 70°58½' East 1200 feet; thence South 19°01½' East, 85 feet to a point in the center of Causeway Bridge; thence North 70°16' East 2009.5 feet to a cross mark in the deck near the east end of Causeway Bridge and the point of beginning of the lands herein described: From said point of beginning run South 20°50' East 760 feet to a point; thence North 89°34'00" East 526.06 feet to a point; thence North 20°17'30" East 141.55 feet to a point on the original shoreline of Causeway Island, the same being the southeasterly corner of the lands conveyed by the Trustees of the Internal Improvement Fund of the State of Florida to the Fort Pierce Inlet District by deed recorded in Deed Book 127, page 253, St. Lucie County, Florida Public Records; thence North 24°55'30" West 878.66 feet to a point; thence South 64°50' West 525.0 feet to the point of beginning, excepting therefrom the existing right of way for State Road A1A. Together with all accreted lands lying westerly of the west line of the above described parcel.

DOCUMENTARY SURTAX 00.55 FLORIDA MAR 31 '75 P.B. 10830 DEPT. OF REVENUE 13624 SAINT LUCIE COUNTY

STATE OF FLORIDA DOCUMENTARY STAMP TAX 00.30 DEPT. OF REVENUE MAR 31 '75 P.B. 11102 036634 SAINT LUCIE COUNTY

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

Stamps .30
Surtax .55

THIS INSTRUMENT WAS PREPARED BY
LPH B. WILSON, ST. LUCIE COUNTY
URTHOUSE, FT. PIERCE, FLORIDA

TO HAVE AND TO HOLD, the same in fee simple forever; provided, however, that said land shall be used for public purposes only, and in the event that said land should ever cease to be used for public purposes, title thereto shall revert to the grantor.

IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

FORT PIERCE PORT AND AIRPORT AUTHORITY

By George D. Price
Chairman

ATTEST:

Roger Poitras
Secretary

Signed, sealed and delivered
in the presence of:

Josephine B. Rice

Miriam L. Dees

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GEORGE D. PRICE and ROGER POITRAS, well known to me to be the Chairman and Secretary respectively of the District named as grantor in the foregoing deed, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said District and that the seal affixed thereto is the true seal of said District.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of March, 1975.

RALPH B. WILSON NOTARY PUBLIC FLORIDA STATE AT LARGE

FILED AND RECORDED
ST. LUCIE COUNTY FLA.
ROGER POITRAS
CLERK CIRCUIT COURT
RECORD VERIFIED
MAR 31 1 59 PM '75
304865

Ralph B. Wilson
Notary Public, State of Florida
at Large

My Commission expires: 7-13-76

City Clerk
4-1-75

WATER GAS
ELECTRIC SEWER

206 S. SIXTH STREET • P. O. BOX 3191 • FORT PIERCE, FLORIDA 33450 • PHONE (305) [illegible]

March 27, 1975

Mr. Charles R. P. Brown
Utilities Authority Attorney
301 South 6th Street
Fort Pierce, Florida 33450

Dear Mr. Brown:

I hereby state that all the requirements have been made by the Fort Pierce Utilities Authority in the exchange of the land between City of Fort Pierce, Port and Airport Authority, St. Lucie County and the City of Fort Pierce for the use and benefit of the Fort Pierce Utilities Authority.

Yours very truly,

B. D. Bidle
Director of Finance

BDB/vjd

RECEIVED
MAR 29 1975
ATTORNEY FOR FT. PIERCE
UTILITIES AUTHORITY

WATER GAS
ELECTRIC SEWER

FORT PIERCE UTILITIES AUTHORITY

208 S. SIXTH ST. • PHONE 464-6600 FORT PIERCE, FLORIDA 33450

April 3, 1975

Mr. Walter Baldwin
Director of Utilities
Fort Pierce Utilities Authority
Fort Pierce, Florida 33450

Re: Land Swap

Dear Walter:

I enclose herewith the original executed Deed dated March 21, 1975 from Fort Pierce Port and Airport Authority to City of Fort Pierce for the use and benefit of the Fort Pierce Utilities Authority, which said Deed was recorded March 31, 1975 in OR Book 238, Page 24, Public Records of St. Lucie County, Florida. This is the Deed in the celebrated "Land Swap" transaction between the City, the County and the Authority. This should be put in a place of safekeeping.

Sincerely,

Charles

Charles R. P. Brown

CRPB:ss
Encl:



Lawnwood Property given in Exchan for Sewer Expansion on South Causeway Island at present sewerage disposal plant.

D E E D

THIS DEED made and executed the 24th day of March, 1975 by CITY OF FORT PIERCE, a municipal corporation existing under the laws of Florida, whose post office address is Post Office Box 1480, Fort Pierce, Florida 33450, hereinafter called the grantor, to FORT PIERCE PORT AND AIRPORT AUTHORITY, a special taxing district existing under the laws of Florida, hereinafter called the grantee:

WITNESSETH: That the grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, its successors and assigns, all that certain land situate in St. Lucie County, Florida, viz:

> Lots 53 through 56 of Block 133, All of Block 134 less Lots 1 through 4, All of Block 159 less Virginia Avenue right-of-way, All of Utah Avenue right-of-way lying between the West right-of-way line of South 23rd Street and the East right-of-way line of South 25th Street.
>
> All of the above described property being a part of LAWNWOOD ADDITION, a Subdivision in Section 16, Township 35 South, Range 40 East, Florida as recorded in Plat Book 2, Page 16 of the Official Records of Saint Lucie County, Florida.

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

TO HAVE AND TO HOLD, the same in fee simple forever; provided, however, that said land shall be used for public purposes only, and in the event that said land should ever cease to be used for public purposes, the property conveyed by this deed shall revert to the City of Fort Pierce.

IN WITNESS WHEREOF the grantor has caused these presents to be exeucted in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and

year first above written.

CITY OF FORT PIERCE, FLORIDA,
a municipal corporation

By Ben L Bryan Jr
Mayor-Commissioner

ATTEST:

R C James
City Clerk

Signed, sealed and delivered in the presence of:

Inez S. Lowry

Belinda H. Vose

STATE OF FLORIDA)
:
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ben L. Bryan, Jr. and R. C. James, well known to me to be the Mayor-Commissioner and City Clerk respectively of the City of Fort Pierce named as grantor in the foregoing deed, and that they severally acknowledged executing the same freely and voluntarily under authority vested in them by said City of Fort Pierce and that the seal affixed thereto is the true seal of said City.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of March, 1975.

Eleanor Kowalak
Notary Public, State of Florida at Large

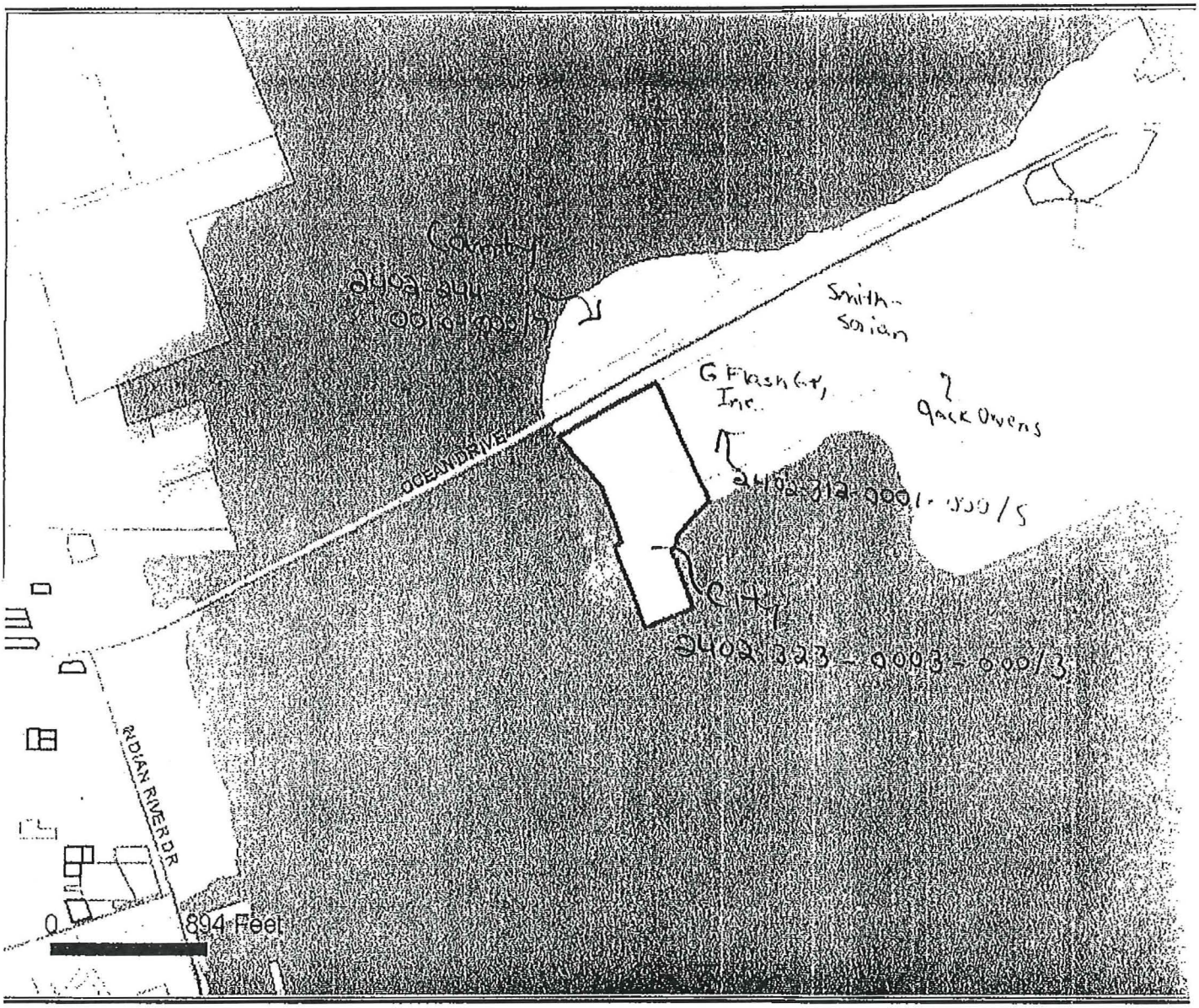
My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 6, 1979
Bonded by American Fire & Casualty Co.

APPROVED AS TO FORM AND CORRECTNESS:

John T. Brennan
City Attorney

Saint Lucie County, Florida

Property Appraiser's - Internet Mapping Print Service



PROPERTY RECORD CARD

Ft Pierce City Of Record: 1 of 5 <<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Property Identification

Site Address:	403 SEAWAY DR	ParcelID:	2402-323-0003-000-3
Sec/Town/Range:	02 :35S :40E	Account #:	15794
Map ID:	24/02S	Land Use:	Mncpal Prop
Zoning:		City/Cnty:	FORT PIERCE

Ownership and Mailing

Owner: Ft Pierce City Of
Address: PO Box 1480
Fort Pierce FL 34954-1480

Legal Description

2 35 40 FROM SEC COR COMMON TO SECS 3, 4, 9 AND 10 RUN E 2240 FT, THN 720 FT, TH N 70 DEG 58 MIN 30

More...

Sales Information

Date	Price	Code	Deed	Book/Page
1/1/1900	0			/

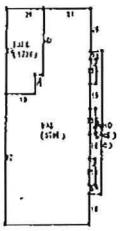
Assessment TRIM

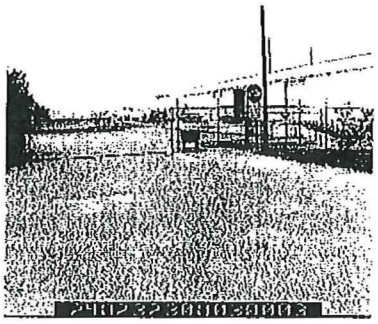
2005 Val:	3799700
Assessed:	3799700
Ag.Credit:	0
Exempt:	3799700
Taxable:	0
TotalTax:	0

Total Land and Building

Land Value:	3421200 Acres: 18.7
Building Value:	378500
Finished Area:	14366 SqFt

BUILDING INFORMATION





Exterior Features

View:	-	RoofCover:	TG - Tar & Gravel	RoofStruct:	FS - Flat/Shed
ExtType:	LD - LD	YearBlt:	1940	Frame:	-
Grade:	D - D	EffYrBlt:	1970	PrimeWall:	BS - CB Stucco
StoryHght:	0010 - 1 Story	No.Units:		SecWall:	-

Interior Features

BedRooms:	0	Electric:	:X - MAXIMUM	PrmIntWall:	PB - PANEL BOARD
FullBath:		HeatType:	FHA - FrcdHotAir	AvgHt/Fl:	STD
1/2Bath:		HeatFuel:	ELEC - Electric	Prm.Flors:	CA - A TL/CON
%A/C:	17	%Heated:	17	%Sprinkled:	0

Special Features and Yard Items

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.

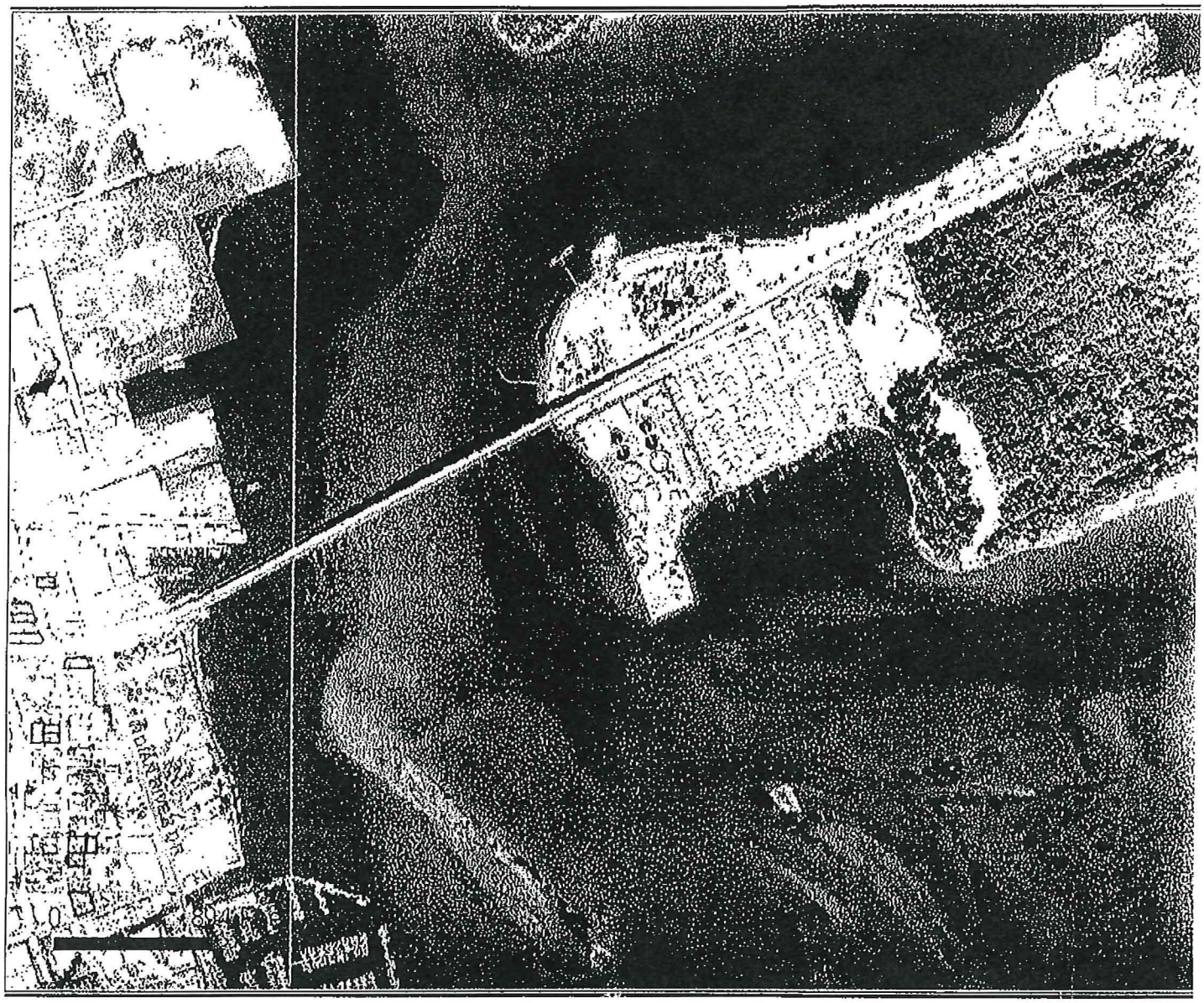
Land Information

No.	Land Use	Type	Measure	Depth
1	8900-Mncpal Prop	310 -Sq Feet	814572	

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

Saint Lucie County, Florida

Property Appraiser's - Internet Mapping Print Service



THE SUNRISE CITY
FORT PIERCE
Florida

CITY CLERK'S OFFICE
100 N US Highway 1
Fort Pierce, FL 34950
Tel: 772.467.3065
www.cityoffortpierce.com

Wastewater Relocation Advisory Committee
Meeting Schedule

July 6, 2016
August 3, 2016
September 7, 2016
October 5, 2016
November 2, 2016
December 7, 2016
January 5, 2017
February 2, 2017
March 2, 2017
April 6, 2017

All meetings will begin at 3:30 p.m. in the Second Floor Conference Room at Fort Pierce City Hall

Rebecca Grohall, Planning Director
City of Fort Pierce, Florida
100 N. U. S. Highway 1
Fort Pierce, Florida 34950

Dear Rebecca,

There has not been any public information, at least none that I am aware of, as to how the study committee on the re-location of the waste water treatment facility is progressing.

I would be interested in any progress that can be available to the public as to their progress.

I have been providing, what I hope is, valuable and credible information to you, your department and committee in their quest to find answers and possible solutions as to how to finance this proposed project.

My present interest is as a **citizen** of St. Lucie County to be able to provide decades of experience in the area of municipal and government financing to help, in this case, the City of Fort Pierce with vital information and suggestions as to how to most efficiently and cost effectively manage this project.

I am fully aware of the fact that if the project goes forward that DMFC will need to participate with others in submitting viable proposals for the city's consideration on a competitive nature should the city follow traditional methods for such a development project. However, should the city desire to use our considerable expertise and experience without using the bidding process, that can also be arranged since private investment capitol would be in play and in accordance with the IRS rules and regulations could be set up on a tax exempt basis without the bidding process and a developer/contractor could be selected without the bidding process coming into play. These are, of course, the choices which the city can ponder and decide upon. The more options which the city has to contemplate, we believe, is a plus for the city.

Also, the demolition of the present waste water treatment facility can certainly be included in the total financing package of the entire project.

I trust that the vast experience of DMFC has been of great assistance to the committee's investigation. We look forward to their significant findings and the possible use of our financial expertise and assistance in the near future.

Sincerely,

Darrell Hoyer

Darrell Hoyer

Diversified Municipal Finance Corporation
"Serving the leasing needs of government for over 40 years"

9425 N. Meridian St. #187
Indianapolis, IN 46260
(317) 223-1828
E-mail: hoyerata@aol.com

that the feasibility study indicates the availability of those funds.	provided that the feasibility study indicates the availability of those funds
At funding, 100% of funds are deposited with a Bank Trustee or Escrow Agent	At funding, 100% of funds are deposited with a Bank Trustee or Escrow Agent

AT THIS POINT BEGINS A DIVERGENCE IN THE PROCESS

How the funds are disbursed in order to complete the facilities needs to be carefully considered

The government entity seldom will have the experience to direct and control a project of this type from start to finish. They are totally reliant on the contractor/Construction Manager, and the Architect/Engineer for guidance as to how and when funds should be disbursed.	By assuming the position of a developer/landlord, DMFC also assumes the responsibility to complete the project on time and in budget.
Although these professionals have an excellent background in their field, only the contractor can be held accountable for the final costs and completion date.	For over 50 years DMFC has acted as the landlord/developer on many projects structured under the 'build to suit' or lease/rental scenario. DMFC controls the flow of funds and makes certain that the contractor does not draw funds beyond those actually earned. Because we have lengthy experience in this process we have no qualms in exercising the old adage: "He who has the gold makes the rules".
It is the rare professional that can state "I have acted as a developer on similar projects that have been successfully completed within budget and on time."	A government entity is unable to take that position.
The bond buyers have no input into the disbursement process.	

IN SUMMARY: The Revenue Bond process and the lease/rental process are parallel in their outcome until it comes to the point of disbursing the funds and completing the project on time and within budget.

It is at that juncture that DMFC's many years of experience of funding and managing these types of projects becomes the real asset and a paramount reason to use our lease/rental approach to this project.

A NEW AND RELOCATED SEWAGE DISPOSAL FACILITY

REVENUE BONDS	LEASE
Government entity has a study done to determine the availability of usage fees to support debt payments, or, in the process, determines what usage fees would be required to retire the debt issue. Entity selects a design-engineering firm to design an environmentally compliant facility to meet not only current needs, but some reasonable future needs by ready expansion of the base facilities. Design would also include needed underground lines needed to redirect effluent to the new facilities.	Government entity has a study done to determine the availability of usage fees to support debt payments, or, in the process, determines what usage fees would be required to retire the debt issue. Entity selects a design-engineering firm to design a environmentally compliant facility to meet not only current needs, but some reasonable future needs by ready expansion of the base facilities. Design would also include needed underground lines needed to redirect effluent to the new facilities
Entity complies with state laws as relates to the acquisition of public-use projects which usually involves the publicly advertised construction bidding process with an award to the lowest and best bidder or a selected Construction Manager Recently, some consideration can be properly given to Construction Management	Entity complies with state laws as relates to the acquisition of public-use projects which usually involves the publicly advertised construction bidding process with an award to the lowest and best bidder. DMFC will consider a qualified Construction Manager if they are 'at risk' for the total cost of construction and will also guarantee a fixed delivery date along with providing a 100% performance and payment bond.
Entity **negotiates** the size and terms for the purchase of the revenue bonds by a municipal bond buyer. All fees and charges are divulged that go into the sizing of the bond issue. What may not be disclosed is that the bond buyer may resell the bonds at a premium of 1% or 2% which reduces the yield to the end buyer and increases the profitability to the initial municipal bond buyer.	Entity **negotiates** the size and terms for a rental/lease agreement between the entity and Diversified. All fees and charges are divulged and the recovery rate used is based entirely on the market rate for the bonds without consideration of a premium when paid. .
Often the entity can be aware that such a premium has been charged by carefully considering the premium that will be charged for paying off the bonds as well as the length of time a premium will be applied.	DMFC option to purchase carries no pay off premium, can be exercised after the 3rd year, and is based on a straight amortization schedule as though a mortgage were involved
Interest paid on bonds is tax exempt to the bond purchasers	Interest paid on lease participation certificates issued by Diversified are tax exempt.
No debt is created. Any requirements for payment on the bonds is limited to the revenues derived from the project provided	No debt is created. Any requirements for annual rental/lease payments is limited to the revenues derived from the project

Rebecca Grohall, Planning Director
City of Fort Pierce, FL.
!00 N. U.S. 1
P. O. Box 1480
Fort Pierce, FL. 34954-1480

Dear Rebecca,

In the news this last week or so, a story regarding the relocation of the Fort Pierce Waste Water Treatment Facility seems to be moving toward a possible resolution with the appointment of a committee to develop an estimate of expenses, establishing general financing policies, updating and adjusting relocation cost, and exploring and pursing different funding mechanisms.

I represent a company which has been developing and financing government (municipal) projects for over 50 years. In the succeeding communication herein you will find information about P-3's, a draft of an RFP, and a partial company brochure.

Diversified Municipal Finance Corporation is delighted to share this information which may assist the ad hoc working committee in its efforts to arrive at working solutions to relocate the waste water treatment facility.

Within this communication is a P-3 plan of how to proceed with a "design build" facility using a tax exempt financing plan. Today's financing interest rates for tax exempt funding is 3.5% or thereabout. If that interest rate is applied to the anticipated cost of the project (which I saw in the article at about $108,000,000) over a 30 year period, an annual debt service figure could be calculated.

DMFC would be very interested in assisting Fort Pierce in this endeavor. DMFC, as you will see in the attending communication, would secure the total amount for the project prior to the beginning of the construction, place the funds in escrow to generate whatever interest was available, guarantee a maximum project price, and oversee that the project was completed on budget and within the time frame scheduled for the project.

DMFC has present commitment from its investment partners that funds for this project are available whenever that moment arrives.

Sincerely,

Darrell Hoyer

Darrell Hoyer, Associate
Diversified Municipal Finance Corp.

P.S. Joe Vaughn, President of DMFC, is also an SEC Registered Municipal Advisor-#866-00970-00 and would be available to assist the ad hoc committee and others.

February 2, 2016

USING PUBLIC-PRIVATE PARTNERSHIPS (P3) FOR PUBLIC USE PROJECTS

If you are a 'public body' as we have defined it on the following pages, and have an outstanding Request for Proposals, a Request for qualifications, or are considering soliciting responses for a facility to be used by you exclusively, or combined with commercial development, then the following information could assist in securing the most transparent and cost effective project for your use.

The suggestions and techniques found in the following paragraphs have been developed over the more than 50 years that Diversified Municipal Finance Corporation has been providing 'off-ledger' financing to government bodies. The process predates, but is now included, in most P3 legislation.

Diversified Municipal Finance Corporation
9425 N. Meridian St, #187 Indianapolis, Indiana 46260
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Definition of a 'Public Body'

Our definition of a public body would be an entity that has been created under the codes and statutes of the state jurisdiction where they are domiciled or an authorized subdivision of such a described entity. Villages, Towns, Counties, States, School Corporations, Port Authorities, Library Districts, Airport Authorities, Redevelopment Authorities and other similar agencies would be considered 'public bodies'. If they are authorized by the documents establishing their existence, to issue debt for their purposes, then IRS would consider the interest on those financing instruments issued for their own purposes as tax exempt.

Projects generating income like parking garages, student housing projects, marinas, and certain airport projects may also be considered public use projects and when there is sufficient net income, annual payments on the transaction may be limited to only project revenues without any financial commitment from the acquiring public body.

Why use P3 instead of a Traditional Project Acquisition Process?

A process for acquiring public-use projects, not necessarily known as a P3, has been in use for at least the 50 years that we have been in business. If the use of the P3 process is only to avoid creating a 'debt' then an annual lease with the proper verbiage will accomplish the same 'debt' avoidance with the option to include both the design and build aspects without some of the shortcomings of the P3 process.

A careful reading of P3 enabling legislation would suggest that the process was not specifically designed for acquiring public use projects. Although using a P3 for that purpose is not illegal, it does not provide the transparency, lower tax exempt rate applications, and the positive control over a project that the traditional method would accomplish.

The traditional method of acquiring a public use project provided the most transparent process because it begins with the public entity engaging an Architect, and after approved plans and specifications are available, publicly advertise for a construction contract, and then awarding it to the 'lowest and best bidder'. Once the construction costs were known the bond issue can be sized and tax exempt bonds issued to provide the needed funding.

Pressure from various professional organizations has allowed modification of the traditional project delivery system. The use of a 'design-build' process allows an Architect and Contractor team to be selected through a request for qualifications process. ***The process does not require public bidding of the construction.** Design-build has evolved further into the P3 process where a developer is selected often without knowing the full project parameters or the actual costs to the entity. Another modification is the use of 'Construction Managers'. That process can be effective but unless the construction manager is 'at risk' for a guaranteed amount, there are almost always cost overruns.

The costs of a P3 are not usually known until the fiscal body of the entity is asked to approve the terms and conditions of the transaction.

Published instances exist where projects were rejected during the final analysis of the transaction terms and conditions. At that point it was determined that the projected costs and a

and a decided lack of transparency were not acceptable to the fiscal body.

A great deal of time and effort can be expended by all parties before the final decision point is reached.

Appropriate use of a Public-Private-Partnership

It is our opinion that the best application of the developer driven P3 process is to provide public bodies with a means of developing their unused lands without the necessity of entering into a separate land disposition process. The intent of that P3 process should be to select the most qualified developer who would propose the most suitable commercial project that benefits the community by providing a productive use of unused lands.

The land owning entity should expect to receive an ongoing cash flow from one, or more, of these sources: ie. ground rental, real estate taxes, income participation agreements, or in some cases, a limited partnership with a qualified developer where the land is made available in return for the partnership interests.

Certain projects that will use taxpayer generated funds are better financed by using tax-exempt rates because it results in lowered costs for the funding and a resulting lower cost to the taxpayer. Clearly, those facilities would be: City Halls, Libraries, Schools, etc.

Some projects that develop a cash flow might also be considered 'public use projects' even though charges might be made for their use. Those projects include, Marinas, Parking Garages, and even Student Housing.

For instance, a private developer of student housing would need to pass through the additional taxable interest cost and in many cases, the additional cost of real estate taxes. If a leasing or rental program involving the school is used, it would not be necessary to charge somewhere between $150 and $250 per month in order to cover the taxable rates and the real estate taxes.

Even with other revenue projects the private developer P3 must charge revenues adequate to meet his debt service and operating expenses. Again, those charges must be reflected in the increased user charges.

Over its lengthy time in business, DMFC has developed, or financed through the use of leasing agreements, all types of public use projects. We use a process that allows the cost recovery payments to be calculated using interest rates comparable to tax exempt rates and can use legal language that restricts the rental payments to 'project revenues', annually appropriated fund', 'availability payments', as well as some other language limiting the payments to specified sources.

Are there cost savings to using a P3?

If a P3 is used for a public use only project, it is doubtful that any savings will be accrued if for no other reason than the cost differential between conventional and tax exempt rates that must reflect in an increased annual cost.

The P3 could also be more costly because of developer profits, both at inception and during the life of the transaction. Another consideration would be if the developer envisioned project actually meets the requirements of the government entity.

When eventually approved, will there be a competitive amount charged for the construction? Is there a termination charge if in the future the entity was not satisfied with the facility man-

agement? The many open-ended aspects of a private developer P3 raises questions about any perceived savings to the entity, and ultimately, to the taxpayers of the jurisdiction.

If the P3 is used for developing a project other than a public use project, cost savings would be the least of the considerations. A properly crafted RFP/RFQ will allow the government entity to select a well qualified and experienced developer to own, design, construct, finance and operate a commercial project. It is in the best interest of the developer to propose a project that would be competitive in the market since he would have to make a profit and recoup his costs from the project revenues without any government funding or guarantees.

The public entity should reserve the right to review and approve all plans, specifications, and establish covenants that restrict the use of the land to the proposed development.

What P3 structure meets the expected requirements?

The most basic structure would be a long term rental/lease agreement with payments subject to the 'availability of legally appropriated funds', 'availability payments', or a one year lease with numerous options to renew each year on the same terms and rental amount for up to 30 years.

The rental agreement must provide an option to purchase any improvements during the term of the agreement with an amount based on an amortized balance of the original, approved, recovery costs with no penalties.

If a Ground Lease is used to make the land available, it should be made clear that the leased lands are not subordinated to the Facilities Lease or pledged to any financing agreements. The Ground Lease should also clarify that the improvements become the free and clear property of the entity upon expiration of the Ground Lease term or upon exercise of the Option to Purchase with no additional payments required for the transfer of ownership. .

Differing arrangements can be considered and negotiated if the proposed transaction is a private use, commercial project.

Are there reasons other than 'debt avoidance' to use a P3?

It is our opinion that the only reason to use a developer driven P3 approach is to create a financing mechanism that avoids a transaction being considered as a 'debt' for accounting purposes.

Using the previously discussed lease or a year to year rental agreement, with appropriate language, the transaction should be treated as a 'current obligation' rather than a 'debt'. A knowledgeable landlord should be able to apply the tax-exempt benefits and the entity would not lose control over the facilities.

What would be the Recommended Approach that would best benefit us?

During the early planning stages of a project, consideration needs to be given to; 1) will this project be a public use project as defined above; or, 2) will it be a commercial project. **Our following guidance is given solely for the acquisition of a public use project.**

We believe that a modest modification to the traditional approach to acquiring a project provides the most transparent and cost effective method of project acquisition.

First, either through a published Request for Qualifications, or through the

negotiations, select a potential Landlord who has extensive experience dealing with providing government facilities.

Second: The response, or negotiations, should clarify their position on; 1) the willingness to provide 100% of the financing needed for the project even if the design and construction elements are selected by the entity; 2) the need to use an unsubordinated Ground Lease; 3) Select a Designer/Architect either through a Request for Qualifications or by negotiations with a person, or company, having an established reputation for cooperating with government bodies in providing planning and design meeting all of the building requirements established by the entity.

Third: After the plans and specifications have been approved by the entity, advertise for bids on the construction of the facilities. There are questions in addition to the cost that should be answered in the bidding process. 1) The ability of the bidder to provide a 100% Performance and Payment Bond' 2) The ability of the bidder to provide, and maintain during the construction period, Builder's Risk Insurance, Liability Insurance, and Workmen's Compensation Insurance; 3) agree that 10% will be held back each month based on a requested construction requisition; 4) provide a comprehensive plan utilizing Historically Underutilized Businesses (HUB) committed to at least 22% of the contract dollars to subcontractors and suppliers; and, **5) expressly agree to enter in to a guaranteed maximum price contract that precludes contractor change orders and guarantees a delivery date certain.**

The Architectural and Construction Contract would be entered into with the selected Landlord who will fulfill the terms of the contracts.

DMFC is a well qualified and experienced Landlord that can provide all of the needed funding and, if desired, assemble a team that would include the design team as well as a contractor with the ability to construct and deliver the completed project.

The ***'turnkey'*** approach, as herein described, closely resembles a **design-build** which has been used for a number of years. Although the project delivery time might be compressed by using the turnkey process, there can be a resulting loss in transparency.

Can the Potential Annual Costs be Estimated?

Although actual costs cannot be determined until the parameters of the project have been determined, an indication of how a Landlord/Developer would develop his basis for recovering the project costs can be determined by requiring a process used when sizing a municipal bond issued.

The sizing of a bond issue would normally include the cost of design, construction, land (if not owned), bond and marketing fees, bond counsel and other legal costs, interest during construction, and any other costs associated with completing the project for use.

A developer/landlord might use different categories that would include: mortgage payments, return and recovery of invested equities, landlord fees and profits, lender construction, permanent loan fees, interest accrued during the construction period, security deposits, advance rental payments, legal, accounting, and any other costs.

In order to develop a point of comparison, we will establish an arbitrary 'base' cost of the land, design, construction of $20MM to be used as a guide. The responder could be required to use that basis and provide a

listing and the calculated amounts needed to develop his Cost of Recovery (CRA).

The response would also include what the respondent expects to apply as the recovery rate over a 30 year term.
□
For instance, the calculated CRA might be $23.2MM using the base of $20MM. If a taxable rate of 5.5%, and a term of 30 years were applied, an annual payment amount would be estimated at $1.6MM. The current tax exempt rate for "AA" rated municipal bond issue is about 3.4%.

A simple computation of applying 2% to the CRA shows the annual cost differential between using taxable and tax exempt rate at about $465K per year which must be made up by the taxpayers.

The calculation of estimated payments would disclose the expected CRA recovery rate and allow a comparison between other respondents as well as provide a checkpoint when compared to current tax exempt bond rates.

Usually an RFQ/RFP is worded in such a way that the public use project secured through the process can not benefit from tax exempt funding.

What can be done if we have already published an RFQ/RFP?

If responses to a published RFP/RFQ for a mixed-use project are pending receipt you can Issue an Addendum to the RFP/RFQ that would clearly separate the public use project from the commercial sections of the project.

Language in the Addendum should allow a respondent to reply only on the public use portion, only on the commercial portion, but if they elected to do so, respond on both projects. This would allow a developer/landlord to respond on the projects where they believe themselves to be best qualified.

Initial responses do not disclose anticipated annual costs because the scope of the project has not been determined and no costing information is requested by language in the RFP/RFQ. However, there is no reason that a respondent to a RFQ/RFP cannot be asked to provide the answer to the CRA determination and the rate he would currently use so that a response can be compared with other respondents and current tax exempt rates.

A response can be required that provides the CRA, rate, and projected payment requested in the previous section

Diversified Municipal Finance is able to provide qualified and effective Landlord services anywhere in the United State.

We welcome your inquiries and request which you either place us on your listing for future projects, or if you have projects pending, or provide us with a copy of your Request for Proposal or Request for Qualifications. We are prepared to serve your needs promptly and efficiently.

By request we can provide a sample Request for Proposals enabling the Landlord selection. We can also provide you with a sample Addendum for either separating mixed-use projects or for obtaining the expanded response from selected finalists so that potential costs can be compared and evaluated. Please contact us so we can be of service:

Darrell Hoyer
Regional Vice President
1528 Mockingbird Circle
Port St. Lucie, FL 34986
Tel. (317) 223-1828
email: divmunifinance@gmail.com

DRAFT OF: AN "RFP" PROPOSAL

The following format in the succeeding pages would be used by an entity who would be contemplating a "P-3" public use only project that would normally be eligible for tax exempt funding if done in the traditional manner……

Diversified Municipal Finance Corporation
H. J. Vaughn, President
Email: divmunicfinance@gmail.com
Cell: 317-733-3694

Darrell Hoyer, Associate
Email: hoyerata@aol.com
Cell: 317-223-1828
1528 S. W. Mockingbird Circle
Port St. Lucie, FL 34986

REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR A LONG TERM RENTAL/LEASE AGREEMENT

DEVELOPMENT OF A NEW _____

_____

_____ __, 201__

(A) **PURPOSE**

_____ (the "Tenant") is seeking proposals from a qualified individual or firm (*or team of firms lead by a qualified Landlord --If the entity desires a design-build-lease response)* acting a the Landlord on a long term (as long as 30 years) net rental/lease agreement to be structured in conformity with current state laws regarding P3 (Public-Private-Partnership) and codes and statutes. The Tenant reserves the option to select the design firm and the contractor. The Landlord will be expected to honor those agreement and expend the necessary funds for all financing, design, and the construction amount approved in order to provide the Tenant with a new _____I Facility on the proscribed lands (together, the "Project").

The Project is to be located on the lands described on the attached Exhibit "A" (the "Land") which are presently owned by the Tenant, or under option to purchase by the Tenant, that If under option, the Landlord shall pay the option price for the lands and will take fee title. If the lands are owned by the Tenant, the prospective Landlord will be required to enter into a long term unsubordinated net Ground Lease. The Project to be developed will be utilized by the Tenant for its _____. It is expected to be designed to accommodate _(# of employees)_____ The square footage requirements is estimated to at _____ square feet. The amounts are subject to change after the plans and specifications are fully developed.

At this time, the Tenant expects to select and guide the Architects and Engineers for the Project and then publicly bid the construction. The Tenant reserves the right to issue a timely Addendum to this Request for Proposals that would allow the use of a design-build team proposed as a portion of the Landlord response. The contractor selected by either method must enter into a Guaranteed Maximum Price Contract and provide a 100% Performance and Payment Bond issued to the benefit of agencies designated by the Landlord.

Semi-annual payments from the Tenant as payments for the improvements will be paid solely from funds to be annually appropriated and legally available to the Tenant. No installment payments on the Project shall be due and payable from the Tenant until the 1st of the ____ month from the date the Landlord funds the project unless construction is not completed. If there is a construction delay, the first payment will be extended for a period equal to the delay so that it is no less than ___ months from the date the improvements are accepted by the Tenant.

IMPORTANT: Please note that the Tenant's financial commitment to this project will be based on annual appropriation action by the Tenant and only from legally available funds. There can be no guarantee that such funding would be available in the future. The Landlord must provide its own financing arrangements and provide evidence that such funding is available. The Tenant will not issue any type of bonds or financing to assist in financing this project, however, they will, if appropriate, execute Ground and Lease Agreement with a term of up to Thirty (30) years.

(B) **ISSUING AND RECEIVING OFFICE**

Copies of this Request for Proposal may be obtained from the following address:

_____
_____
_____
_____

Qualified individuals, firms, teams of firms are encouraged to submit five printed copies of responses to this Request for Proposals, along with an electronic copy, to the Purchasing Department before 3:00 p.m. E.D.T on _____, 2016.

(C) **INTENT AND PROJECT SCOPE**

The funding to be provided by the Landlord for the project shall include the finalized costs of design, construction and financing that provides the Project to the Tenant in a ready to occupy and utilize condition. The design to be obtained, or approved, by the Tenant shall meet all requirements of the ADA (Americans with Disabilities Act),(*any other known codes or conditions would be inserted here*) and all other building and environmental requirements of the Tenant, County, and State. The Tenant shall provide a Phase #1 Environmental Review. If remediation is required, that cost shall also be included in the Landlord's Recovery Costs. The Landlord, through the Contractor and various vendors, will provide the normal warranties expected on similar projects.

If the Land is currently owned by the Tenant, it will be made available to the Landlord through an unsubordinated Ground Lease and upon either exercising an agreed upon Option to Purchase or the fulfillment of all of the rental/lease terms, the ground lease will terminate and the Tenant will own the Improvements free and clear of any liens or encumbrances other than possible easements.

If the Tenant assumes a land Option to Purchase and takes fee simple title, then either upon the exercise of an agreed upon Option to Purchase, or fulfillment of the rental/lease agreement terms, the Land and the Improvements shall be conveyed in fee simple title to the Tenant with payment of $1.00. The Lease Agreement must include an Option to Purchase at any scheduled semi-annual payment any time after the 3 full years of lease payments have been made. In your response provide the methodology you will propose using for determining the Option price

(D) **OPERATIONS AND MAINTENANCE OF THE FACILITY**

The Tenant will operate, maintain, staff and manage the facility. All operational costs, taxes, maintenance, repairs, replacements and management shall be the responsibility of the Tenant after acceptance of the improvements.

(E) **RFP SCHEDULE**

The following are key dates related to RFP advertisement, deadline for submission of responses, evaluation and selection process:

Publication of RFP Notice	_____, 20___
RFP available from Purchasing Department	_____, 20___
Deadline for submission of RFP	_____, 20___
Evaluation and selection process completed and contract negotiated	_____, 20___

(F) **PROJECT SCHEDULE**

The following are target related to the completion of the project:

Schematic Design _____, 20___

Cost Projections _____, 20___

Present to _____
For: Approval of Lease Agreement and
& other Documents _____, 20___

Execute and fund Agreement _____, 20___

(G) SUBMISSION REQUIREMENTS

The Tenant is not interested in lengthy or elaborate proposals. Your response should be concise, and if possible, vitae should be limited to two pages for the Landlord plus two pages for other firms if use of a team is proposed. However, submissions should be sufficiently detailed to insure that you convey the strengths of the Offeror. A draft of your proposed Ground and Facilities Lease agreements must be a part of the response documentation.

Each Offeror should provide the following information regarding qualifications to perform the project: Provide the relevant experience of the Responder. The minimum requirements for submission are:

(1) The prospective Landlord shall be on record as the Landlord of a minimum of five (5) public-use projects similar to the one sought through this RFP in which the payments have been limited to annual appropriation action and where an unsubordinated Ground Lease was used.

*****Optional*****_If the Tenant desires a 'turnkey' design-build-finance -- enter a requirement that the responding design firm show that they have successfully designed at least 5 public use projects; and, also require that a responding contractor have successfully completed at least 5 public use projects)_

(2) List any additional qualifying projects that may have been successfully completed that

will further clarify your experience.

(3) Include a statement summarizing your understanding of the basic program and scope of work

(4) A detailed description of the timing and methodology for interacting with the Tenant during the entire design and construction process.

(5) Submit a description of program information, research, technical studies, existing plans and other information that will need to be provided to you.

(6) Submit a detailed description of the legal structures for this project

(7) The Offeror shall provide the source of funds for completing the Project by providing evidence of cash available, source of equity funds (if needed), a preliminary commitment letter from a bank, insurance company, underwriter, or investment banking firm indicating their willingness to participate in financing the Project and the expected percentage the financing will cover. The letter should include the expected interest rate and other terms of the financing.

(8) Include with your response your estimated annual cost recovery payment amount using a 30 year transaction term. First semi-annual payment the 1st of the 24th month from funding, using the following arbitrary figure as the basis for your computations.

Land Acquisition, Construction, demolition, and Architect - $50,000,000

To this figure disclose and add any Landlord's profit, loan or lender's fees, legal or accounting fees, interest due until the first payment, insurance during construction, security deposits, prepaid rentals, and any other costs needed for calculating the semi-annual amount needed to recover the projected costs. Using those accumulated figures as your cost recovery basis, show through a format similar to Attachment", all of your calculations and entries for determining the annual payments indicating the interest rate used for recovery of your costs over the term. If you will be the contributing equity, show the amount of equity to be contributed, the equity recovery rate, and the expected term for equity recovery. Finally, state the total amount to be paid by the Tenant for a 30 year term.

The estimated semi-annual payment is: $_____

This information will be used to compare the costs to the Tenant by requiring that all respondents use the same base figure.

The Tenant recognizes that interest rates can be subject to adjustment up to 30 days prior to the funding and start of project's construction and the Offerors shall provide the index as to how the adjusted rate would be determined at least 30 days prior to the closing date. Should the Tenant determine that any increased rate established prior to the actual closing and funding of the transaction would exceed its anticipated annually available funds, the Tenant reserves the right to either negotiate modifications in the proposed agreement or cancel any prospective agreement without any penalty or charge to the Tenant.

(H) EVALUATION, SELECTION & CONTRACT NEGOTIATION PROCESS

The Tenant shall compile a list of Offerors that have submitted complete responses to the Request for Proposals before the deadline.

The Tenant will appoint a Committee consisting of at lease three persons to evaluate the responses to the Request for Proposals and conduct investigations and interviews (if deemed necessary).

The Committee will review the following information as part of the evaluation, interview and selection process:

- Advertised notice for Request for Proposals
- The Request for Proposals
- Responses to the Request for Proposals
- Blank evaluation sheets (see Appendix A)

The Tenant will use staff resources to the extent necessary to secure any other information deemed important by the Committee. The Tenant will be responsible for all correspondence, notification, and contract negotiations.

The Committee shall conduct the evaluation, investigation, interview and selection process in the following manner:

(1) Each member of the Committee shall be provided with the information shown above.

(2) The Committee shall meet in executive session to evaluate the responses to the Request for Proposals and to select and rank three finalists.

(3) The Tenant shall send a letter to each Offeror to the Request for Proposals with the following information:

- Identification of the three finalists; and,

- Summary of the remaining procedures leading to awarding the contract. If two or less than two qualified applicants are identified, they shall all be notified in writing.

(4) The Committee may request in person interviews, but they are not required to have such interviews. If held, the finalists shall be interviewed one at a time on the same day.

(5) The Tenant shall send a letter to each finalist with the following information:

- Notice of final ranking; and,

- Summary of then remaining procedures leading to awarding the contract.

(6) The representative, as designated by the Committee, shall then endeavor to negotiate a contract with the top ranked Offeror. Should the representative be unable to negotiate a satisfactory contract with the top ranked Offeror, negotiations will be initiated with the second rated Offeror and then the third rated Offeror.

(7) Upon successfully negotiating the contract, the Tenant shall send a letter to the other finalists that:

- Identifies the Offeror which has successfully negotiated a contract.

(I) **ORAL PRESENTATIONS**

The Tenant reserves the right during the initial evaluation of proposals to request additional information to clarify any point in any of the proposals and to conduct interviews with any or all Offerors.

(J) **REJECTION OF PROPOSAL**

The Tenant reserves the right to reject any and all proposals received. The Tenant will evaluate all proposals based on the capabilities and experience of each Offeror and does not intend to award a contract solely on the basis of apparent lowest dollars relative to design, construction and/or rental agreement rates.

(K) **PROPOSAL CONFIDENTIALITY**

This proposal shall include data that will not be disclosed outside of the Tenant offices and will not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to an Offeror as a result of or in connection with the submission of this data, the Tenant will not be limited in its right to duplicate, use in any way, or disclose the data. This restriction does not limit the Tenant's right to use information contained in this proposal if it is obtained from another source without restriction.

Information areas which normally might be considered proprietary must be limited to; individual personnel data, customer references, selected financial data, formulae, and financial audits, which if disclosed would permit an unfair advantage to competitors. If a proposal contains information in these areas that an Offeror declares proprietary in nature and not available for public disclosure, each sheet containing such information must be clearly designated as proprietary at the top and bottom of the page and must be submitted under separate cover marked "Proprietary Data".

The Tenant shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

EXHIBIT "A"

Legal Description and description of any existing improvements

EXHIBIT B

EVALUATION AND INTERVIEW SHEETS

EVALUATION OF RESPONSES

OFFEROR _____

*Rating value: 1 (lowest) to 5 (highest)

		*Rating	Weight	Total
(1)	Evaluation of personnel	_____X	10	=_____
(2)	Experience and ability to perform required services	_____X	20	=_____
(3)	Past performance	_____X	15	=_____
(4)	Analysis of statements applicable to the project as requested on the Request for proposals	_____X	10	=_____
(5)	Understanding of project	_____X	10	=_____
(6)	Financial and legal structure for project	_____X	20	=_____
	GRAND TOTAL			_____
	Projected annual cost recovery payment based on the illustration set out in the RFQ/P			$_____

ATTACHMENT "C"

REQUEST FOR PROPOSAL RESPONSE

Requesting Entity:

Project Identification:

Date:

Design/Construction/ and site development costs	$ 50,000,000
Developer fees	
Total Development costs	
Financing, deposits, and other soft costs	
Int. until 1st monthly Pmt. 24th mo.	
Lease payment security deposit	
Lender construction/permanent loan fees	
Trustee initial set up[	
Legal/Recording/Accounting	
All other recovery costs	
Total financing, deposit, and other soft costs	

TOTAL COST RECOVERY

Lease recovery calculations

Amortization in years -1st pmt.- 24th mo. after funding

Average annual Interest rate

Est. annual lease payment

Equity Recovery

Estimated equity required

Expected percentage of return on equity

Expected equity recovery term

Estimated annual equity recovery amount

Total annual payment **$**

DIVERSIFIED MUNICIPAL FINANCE CORPORATION

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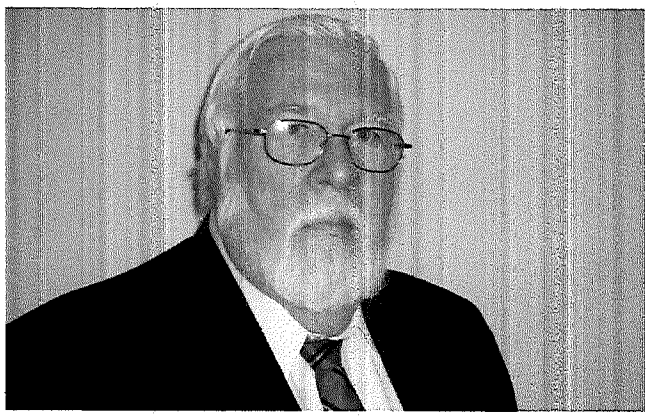
Email: divmunifinance@gmail.com
Web site:
www.diversifiedmunicipalfinance.com



DMFC arranges for financing for various types of projects and frequently acts as the Lessor on real estate development projects by providing complete build-to-suit projects, fully financed, using lease purchase agreements. When working with a qualified governmental body, tax exempt rates can be used for determining the lease rates. When acting as the Lessee, DMF assumes full responsibility for the completion of the project; on time and within budget. Joe initially studied Architectural Engineering at Ohio State University and later received an MBA in Finance from Northwestern University. His many involvements led him to become a Registered Professional Engineer, licensed Real Estate Broker, Member of the American Institute of Appraisals, Senior Appraiser-Society of Real Estate Appraisers, and Licensed General Contractor in five states.

After being in business for over 50 years, there is not adequate space to list all of the projects that have been completed. Some of the more interesting projects have been; hospitals, marinas (up to 1100 slips), jails, prisons, airport facilities, day care centers, parking garages, university dormitories, various university faciliites, private dormitories, military dormitories, apartments, condominiums, warehouses, industrial properties, commercial properties, and subdivisions.

Specializing in Public Private Partnerships

DIVERSIFIED MUNICIPAL FINANCE CORPORATION

COMPANY BACKGROUND

Since 1964, DMFC has developed and financed over 250 projects in 82 cities and 14 states by assisting in providing the facility needs of public entities and qualified non-profit organizations. We specialize in the privatized and tax-exempt financing of facilities for public entities. We provide full development services including 100% off-balance sheet financing at tax-exempt rates. We can either take full charge of the project including design and construction using independent contractors and architects, or we can work with those professional selected by the public entity. We foster a spirit of teamwork, trust, and cooperation to meet your objectives. Our experience with public-private partnerships is the foundation that allows us to address your concerns and goals, efficiently manage the development process, and create a project of which the community can be proud.

Generally, our program speeds up the development process and can reduce the project's cost since time is money.



Specializing in Public Private Partnerships

DMFC's Background continued..

- Studies for tax rates for determining a current value and appropriate rate have been done for: hospitals, airport authorities and commissions. Detailed studies of the real estate market have allowed several Cities and Counties to totally re-evaluate their leasing and real estate acquisition programs with substantial resultant savings to the entity.

- DMFC has worked with insurance companies, banks and other lending institutions to evaluate new projects and to assist in the disposal of foreclosed or delinquent commercial facilities and apartments. In a number of instances, DMFC actually purchased the property and accomplished whatever redevelopment was necessary.

- DMFC is now entering a new era of providing financing, development and construction of solar and wind energy projects for governmental entities and private corporations.

DIVERSIFIED MUNICIPAL FINANCE CORPORATION

Single Source Development

PROGRAM MANAGEMENT

- Responsible for design, construction & financing
- Fixed Budget and Schedule

PREDEVELOPMENT:

- Master Planning
- Needs Assessment
- Feasibility Studies
- Budgeting/Estimating
- Site Selection
- Tax Rate Studies

DEVELOPMENT

- Architectural & Engineering Design
- Construction
- Value Engineering

Financing

Leasing provides a flexible and cost effective funding alternative to bonded indebtedness. Since our lease does not usually require voter approval, the development process is expedited and facilities can be built quickly at competitive interest rates. Utilizing this creative method of financing, lease payments are current fiscal period expenditures, which may avoid state debt limits on financing restrictions.

In addition to providing a flexible financial structure, tax-exempt leasing also affords the client with complete control of the process. The Public entity is the effective owner of the land and the facilities at all time. At the end of the lease term, the title to the facility reverts to the Public entity.

Specializing in Public Private Partnerships

DIVERSIFIED MUNICIPAL FINANCE CORPORATION

PARTIAL PROJECT LISTINGS

MARINAS:

- Alton, Illinois
- Chicago, Illinois
- Hammond, Indiana
- Dunedin, Florida
- Clearwater, Florida
- Venice, Florida

HOUSING FOR THE ELDERLY:

- Cincinnati, Ohio
- Indianapolis, Indiana (4 projects)
- Valdosta, Georgia
- Anderson, Indiana
- Savannah, Georgia

APARTMENTS & COMMERCIAL

- Dunedin, Florida (2 projects)
- Alexandria, Virginia
- St. Louis, Missouri
- West Lafayette, Indiana
- Clearwater, Florida
- Savannah, Georgia

PARKING GARAGES:

- El Paso, Texas
- Charlottesville, Virginia
- Cleveland, Ohio
- Houston, Texas

Specializing in Public Private Partnerships

DIVERSIFIED MUNICIPAL FINANCE CORPORATION

Private Partnerships Offer a Creative and Cost Effective Solution to Meet All of Your Facility Needs. Privatized Developments and Tax-Exempt Financing for the Public Sector

As the developer, Diversified Municipal Finance Corporation offers a full range of comprehensive services that satisfy every aspect of development. Our public sector work covers virtually all facility types such as:

MUNICIPAL BUILDINGS
~ Government Offices
~ Courthouses
~ Schools
~ Libraries
~ Community Recreation Centers ~ **Parking Structures**

PUBLIC SAFETY BUILDINGS
~ Jails & Prisons
~ Police & Fire Stations
~ Hospitals

INFRASTRUCTURE
~ Roads
~ Bridges & Tunnels
~ Water Treatments Plants

PUBLIC AND PRIVATE UNIVERSITY PROJECTS
- Classrooms and Offices
- Laboratory
- Field House
- Dormitories

Headquarters:
9425 N. Meridian St. Ste. 187
Indianapolis, Indiana 46032
(317) 733-3694
email: divmunifinance@gmail.com
www.diversifiedmunicipalfinance.com
Southwest Region:
Jack Simonson, Regional Vice President
8441 Millbridge Rd
Huntington Beach, CA 92646
(714) 322-7422
Southeast Region:
Darrell Hoyer, Regional Vice President
1528 S.W. Mockingbird Circle
Port St. Lucie, FL 34986
(317)223-1828

Privatized Development and Tax-Exempt Financing for the Public Sector
Private Partnerships Offer a Creative and Cost Effective Solution to Meet All of Your Facility Needs

Specializing in Public Private Partnerships

The History of DMFC

- H.J. "Joe" Vaughn is the President of Diversified Municipal Finance Corporation. Joe holds degrees from: Ohio State University in Architectural Engineering and Northwestern University in Banking and an MBA.

- Joe held licenses as a: Registered Professional Engineer in Ohio and Indiana; Contractor's License in Florida, Virginia, and Missouri; Real Estate Broker in Indiana; DUNS #067001328; and Diversified Municipal Finance is an **SEC Registered Municipal Advisor-#866-00970-00.**

- Joe's past professional affiliations are numerous which include, but are not limited to: the Indianapolis, Indiana, and National Real Estate Association; a member of the American Institute of Appraisers; a member of the Society of Real Estate Appraisers; a member of the Indianapolis and Indiana Builder's Association; and a member of the Indianapolis and Indiana Mortgage Banker's Association.

Continue-History of DMFC

- Joe's profession experience is extensive marked with "50" years in real estate development and lease-purchase financing.
- Diversified Municipal Finance Corporation was started by Joe in 1962 on a "dare"! Joe was a member of a local school board in Indiana that was in the process of building a new elementary school. When the bids were opened, the cost of construction and the resulting cost of financing were over the budget. After he commented rather strongly about the prices, one of the other board members said: "If you are so sure of yourself and the costs, why don't you resign from the board and submit us a proposal yourself?" Joe did just that and it saved hundreds of thousands of dollars for the school corporation.
- So began a 50 year career of providing development services and lease-purchase financing to various government agencies. The lessons learned over these many years allows Joe, through his company, Diversified Municipal Finance Corporation, to provide the **"best"** in lease-financing for almost any project.

Previous Projects….

- **Hospitals:**
- **Marion County Health and Hospital Corporation-Indianapolis, Indiana**
- 286 bed acute care, emergency and trauma center, burn center, and
- surgical capability.
- **Winona Memorial Hospital –Indianapolis, Indiana**
- Privately owned and operated acute care hospital, emergency room and surgical capability
- **Westview Osteopathic Center-Indianapolis, Indiana**
- Privately owned 92 bed hospital and rehabilitation center
- **Pearland Community Hospital-Pearland, Texas**
- Evaluated project, secured necessary financing, but city support for the project was withheld
- and the facilities have not been built
- **Wadley General Hospital-Texarkana, Arkansas**
- Defeased an existing bond issue and provided additional funding at lower rates than the
- the outstanding issue
- **Liberty County Community Hospital-Hinesville, Georgia**
- Defeased and existing bond issue and provided additional funding at lower rates then the
- outstanding issue

Continue Previous Projects…

- **University Projects**
- Ohio State University-Dormitory renovation
- Ohio State University-Employee day care center
- Ohio State University-Aircraft hangar project
- Brown University-Dormitory renovation
- Savannah State College-Dormitory
- Indiana University-Owned and operated a private dormitory
- Purdue University-Owned and operated a private dormitory
- Butler University-Dormitory
- **Military Projects**
- Bachelor Officer's Quarters-Ft. Knox, Kentucky
- Senior Enlisted Men's Quarters-Ft. Knox, Kentucky
- Trainee's Dormitory-Ft. Benning, Georgia
- Enlisted Men's Dormitory-Ft. Stewart, Georgia
- Army Reserve Center-Ottumwa, Iowa
- Air Force and City of Columbus, Ohio-Airport development project
- Navy and City of Northridge-Airport development project
- Navy and City of Orlando-Airport development project

Continue Previous Projects

- **Other Housing Projects (partial listing)**
- **Mediterranean Manors-Condominiums**
- **Governor's Square-Condominiums and single family homes-Florida**
- **Sycamore Garden Apartments-Indianapolis**
- **Arlington Garden's Apartments-Indianapolis**
- **Housing for the Elderly-Indianapolis Housing Authority**
- **Mt. Zion Apartment-501(C)(3) sponsored apartments-Indianapolis**
- **Southeast Side Community Development-501 (C)(3) sponsored apartments-Indianapolis**
- **Alpha and Omega-501(C)(3) sponsored apartments-Indianapolis**
- **Housing for the Elderly-Cincinnati Housing Authority**
- **Governor's Square-Condominiums and single family homes-Virginia**
- *****Over 1,700 other multi-family units developed in various cities**
- **Eagle Creek Airpark-Indianapolis Airport Authority**
- **Mt. Comfort Airport-Indianapolis Airport Authority**
- **Dekalb Airport Hanger Projects-City of Dekalb, Illinois**
- **Greenwood Airport Hanger Project-City of Greenwood, Indiana**
- **Venice Airport Hanger Project-City of Venice, Florida**
- **Municipal Marina-City of Venice, Florida**
- **Municipal Marina-City of Hammond, Indiana**
-

Continue Previous Projects

- **Other Housing Projects continued….(partial listing)**
- **Municipal Marina-City of Alton**
- **Municipal Marina-City of Dunedin, Florida**
- **Municipal Marina-City of Clearwater, Florida**
- **Community Park and Campground-Pinellas County Florida**
- **Detention Center-Newton County Texas**
- **Detention Center-Bent County Colorado**
- **Detention Center=Owen County Georgia**
- **County Jail-Zavala County Texas**
- **County Jail-Howard County Indiana**
- **High School-Howard County Indiana**
- **Elementary School-Mooresville, Indiana**
-

Potential Funding Sources for FPUA WRF Relocation

- Grants
  - State
  - SFWMD Issues Team
  - Federal
  - Department of Economic Opportunity
  - FIND
  - Treasure Coast Regional Planning Council
  - FDOT

- FPUA Capital Improvement Charges
  - Assign percentage of CIC to future MWRF construction

- FPUA Rate Payers
  - Determine acceptable level of rate increase over specified length of time
  - Take into account offset in future capital expenditures for Island WRF

- City of Fort Pierce
  - Proceeds from sale of IWRF site (get appraisal for clean site)
  - Cash contribution?

- St. Lucie County
  - Joint venture on plant to reduce cost (economy of scale)
  - Utilization of excess capacity for interim period
  - Cash contribution?

- Developer Contribution
  - Must be secure so debt does not fall back on rate payers
  - Will be difficult to quantify at this point

September 28, 2016

Howard Tipton, County Administrator
St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Clay Lindstrom, Director of Utilities
Fort Pierce Utilities Authority
206 S 6th Street
Fort Pierce, FL 34950

Dear Howard and Clay:

At their meeting on September 6, 2016, the City Commission approved the following recommendations of the Wastewater Relocation Advisory Committee:

1. Have property surveyed;
2. Request City, FPUA and County staff identify and explore grant funding opportunities; and
3. Request FPUA to develop a phased schedule for construction of new facility and decommissioning of existing facility.

Subsequently we learned that the Fort Pierce Utilities Authority had the property surveyed in 2013; a copy will be provided to the committee.

On behalf of the Mayor and City Commission, I would like to request that both the County and FPUA join the City in exploring grant funding opportunities to relocate the wastewater treatment plant.

Furthermore, a key element of the grant funding will be identifying a phased schedule for construction of a new facility and decommissioning the existing facility that would need to be developed by FPUA.

We greatly appreciate the continued partnership in our efforts to evaluate the relocation of the Wastewater Treatment Facility.

MEMORANDUM

TO: FPUA Board

FROM: Clayton W. Lindstrom, P.E., Director of Utilities

DATE: October 14, 2016

SUBJECT: **Water/Wastewater Regionalization Project Study**

[redacted]

RECOMMENDATION:

POA 16-60: Approve:
a. FPUA's contribution of one-half of the total cost of a proposed Regionalization Study to be performed by Public Resources Management Group, Inc. (PRMG), of Maitland, Florida, in an amount not to exceed $36,675, contingent upon St. Lucie County agreeing to pay the other half.
b. Budget Transfer Request in the amount of $36,675.

SUMMARY/SUPPORTING INFORMATION

St. Lucie County (SLC) and Fort Pierce Utilities Authority (FPUA) are currently evaluating water and wastewater capacity needs and objectives to meet the future demands of the region. In order to facilitate the wastewater service area needs, SLC and FPUA formed a wastewater plant relocation committee to develop wastewater plant relocation options and identify funding mechanisms. Recently one of the Committee members developed and presented to the committee an alternative plan to relocate the Island Water Reclamation Facility to a site on the mainland (referred to as the Mainland Wastewater Reclamation Facility or "MWRF"). SLC and FPUA would like to evaluate additional regional wastewater service scenarios regarding the wastewater plant relocation as well as water regionalization alternatives to collectively identify cost effective regional options available. PRMG has put together the attached "draft" scope of services for this Regionalization Project.

St. Lucie County wants a commitment from FPUA that we will pay for 1/2 of the study.

ALTERNATIVES (IF ANY):

Do not proceed with this project.

ATTACHMENTS:

Regionalization Project Scope
Regionalization Study Cost Estimate
Budget Transfer Request

Fort Pierce Utility Authority / St. Lucie County, Florida
Proposed Regionalization Project

Cost Estimate for Phase 1 - Option Identification and Cost Analysis

Line No.		Public Resources Management Group, Inc.						
		Project Managers						
		Principal Robert Ori	Principal Henry Thomas	Associate	Senior Consultant	Senior Rate Analyst	Administrative and Clerical	Total
1	**Direct Labor Rates**	$ 190.00	$ 190.00	$ 150.00	$ 115.00	$ 85.00	$ 55.00	
	Task 1-1: Data Compilation							
2	Data Request and Review	1	1	4	-	4	2	12
3	Kickoff Meeting /Data Review/Project Schedule	6	6	8	-	-	-	20
4	Sub-total Task - hrs.	7	7	12	-	4	2	32
5	Sub-total Task - Labor Costs	$ 1,330	$ 1,330	$ 1,800	$ -	$ 340	$ 110	$ 4,910
	Task 1-2: Service Area Demand Forecast							
6	Compile Service Area Forecasts and Service Demands	2	2	8	-	16	-	28
7	Sub-total Task - hrs.	2	2	8	-	16	-	28
8	Sub-total Task - Labor Costs	$ 380	$ 380	$ 1,200	$ -	$ 1,360	$ -	$ 3,320
	Task 1-3: FPUA System Base Cost and Life Cycle Cost Analysis							
9	Review of Operating and Capital Budgets	1	1	2	-	6	-	10
10	Develop Cost Drivers & Project Operating Expenses	1	1	2	-	6	-	10
11	Project Capital Needs (including on-going renewals & replacements)	1	1	6	-	12	-	20
12	Evaluate and Review of Long-term Financing Options & Other Sources of Income to Fund Projects	1	1	2	-	6	-	10
13	Evaluate Incremental Expenses and/or Savings Derived from Strategic Projects	1	1	6	-	12	-	20
14	Prepare and Summarize the Net Present Value of Direct Costs to Construct and Provide Service	1	1	4	-	8	-	14
15	Sub-total Task - hrs.	6	6	22	-	50	-	84
16	Sub-total Task - Labor Costs	$ 1,140	$ 1,140	$ 3,300	$ -	$ 4,250	$ -	$ 9,830
	Task 1-4: County System Base Cost and Life Cycle Cost Analysis							
17	Review of Operating and Capital Budgets	1	1	2	-	6	-	10
18	Develop Cost Drivers & Project Operating Expenses	1	1	2	-	6	-	10
19	Project Capital Needs (including on-going renewals & replacements)	1	1	6	-	12	-	20
20	Evaluate and Review of Long-term Financing Options & Other Sources of Income to Fund Projects	1	1	2	-	6	-	10
21	Evaluate Incremental Expenses and/or Savings Derived from Strategic Projects	1	1	6	-	12	-	20
22	Prepare and Summarize the Net Present Value of Direct Costs to Construct and Provide Service	1	1	4	-	8	-	14
23	Sub-total Task - hrs.	6	6	22	-	50	-	84
24	Sub-total Task - Labor Costs	$ 1,140	$ 1,140	$ 3,300	$ -	$ 4,250	$ -	$ 9,830
	Task 1-5: Consolidated Service Option Capital Evaluation (2 Options Assumed)							
25	Project Consolidated Capital Needs (including on-going renewals & replacements)	6	6	10	-	8	-	30
26	Evaluate and Review of Long-term Financing Options & Other Sources of Income to Fund Projects	4	4	10	-	8	-	26
27	Sub-total Task - hrs.	10	10	20	-	16	-	56
28	Sub-total Task - Labor Costs	$ 1,900	$ 1,900	$ 3,000	$ -	$ 1,360	$ -	$ 8,160
	Task 1-6: Consolidated Utility Operation and Maintenance Cost Evaluation (1 Option Assumed)							
29	Identify and Project Operating Expenses as a Regional Authority	2	2	8	-	16	-	28
30	Evaluate Incremental Costs and/or Savings Derived from Regionalization	2	2	8	-	4	-	16
31	Sub-total Task - hrs.	4	4	16	-	20	-	44
32	Sub-total Task - Labor Costs	$ 760	$ 760	$ 2,400	$ -	$ 1,700	$ -	$ 5,620

Fort Pierce Utility Authority / St. Lucie County, Florida
Proposed Regionalization Project

Cost Estimate for Phase 1 - Option Identification and Cost Analysis

Line No.		Public Resources Management Group, Inc.						
		Project Managers						
		Principal Robert Ori	Principal Henry Thomas	Associate	Senior Consultant	Senior Rate Analyst	Administrative and Clerical	Total
	Task 1-7: Consolidated Capital and Utility Cost Life Cycle Analysis by Service Option (2 Options Assumed)							
33	Develop Cost Drivers & Project Operating Expenses	1	1	2	-	12	-	16
34	Project Capital Needs (including on-going renewals & replacements)	2	2	6	-	14	-	24
35	Evaluate and Review of Long-term Financing Options & Other Sources of Income to Fund Projects	2	2	4	-	10	-	18
36	Evaluate Incremental Expenses and/or Savings Derived from Strategic Projects	2	2	4	-	8	-	16
37	Prepare and Summarize the Net Present Value of Direct Costs to Construct and Provide Service	2	2	4	-	8	-	16
38	Sub-total Task - hrs.	9	9	20	-	52	-	90
39	Sub-total Task - Labor Costs	$ 1,710	$ 1,710	$ 3,000	$ -	$ 4,420	$ -	$ 10,840
	Task 1-8: Comparison of Alternatives							
40	Summarize Service Option Costs	1	1	4	-	8	2	16
41	Compile and Discuss Advantages and Disadvantages of Each Option	3	3	8	-	2	4	20
42	Sub-total Task - hrs.	4	4	12	-	10	6	36
43	Sub-total Task - Labor Costs	$ 760	$ 760	$ 1,800	$ -	$ 850	$ 330	$ 4,500
	Task 1-9: Prepare Report							
44	Develop Technical Memorandum Summarizing Study Assumptions & Results	4	4	16	-	8	12	44
45	Sub-total Task - hrs.	4	4	16	-	8	12	44
46	Sub-total Task - Labor Costs	$ 760	$ 760	$ 2,400	$ -	$ 680	$ 660	$ 5,260
	Task 1-10: Meetings							
47	Meetings (3 in addition to Kick-off Meeting Included in Task 1-1)	18	18	24	-	-	-	60
48	Sub-total Task - hrs.	18	18	24	-	-	-	60
49	Sub-total Task - Labor Costs	$ 3,420	$ 3,420	$ 3,600	$ -	$ -	$ -	$ 10,440
50	Total Estimated Labor Hours	70	70	172	-	226	20	558
51	Direct Labor Cost Estimate	$ 13,300	$ 13,300	$ 25,800	$ -	$ 19,210	$ 1,100	$ 72,710
	Average Hourly Rate for Project Cost Estimate							$ 72,710
	Additional Costs							
52	Travel Allowance - 4 Meetings at 252 miles at $0.485/mile plus $10 tolls round trip	4						$ 529
53	Telephone Allowance							50
54	Miscellaneous Reimbursable Expenses							61
55	Sub-total Additional Costs							$ 640
56	Total							$ 73,350

FORT PIERCE UTILITY AUTHORITY / ST. LUCIE COUNTY, FLORIDA

SCOPE OF SERVICES – REGIONALIZATION PROJECT

GENERAL

St. Lucie County (the "County") and the Fort Pierce Utility Authority ("FPUA" and collectively with the County, the "Parties") are currently evaluating water and wastewater capacity needs and objectives to meet the future demands of the region.

In order to facilitate the wastewater service area needs, the Parties formed a wastewater plant relocation committee to develop wastewater plant relocation options and identify funding mechanisms. Recently one of the Committee members developed and presented to the committee an alternative plan to relocate the Island Water Reclamation Facility ("IWRF") to a site on the mainland (referred to as the Mainland Wastewater Reclamation Facility or "MWRF"). The Parties would like to evaluate additional regional wastewater service scenarios regarding the wastewater plant relocation as well as water regionalization alternatives to collectively identify cost effective regional options available to the Parties.

The objectives of this evaluation include, but are not limited to, the following: i) the relocation of the FPUA IWRF to a site or sites located on the mainland; ii) developing a water capacity plan that addresses the long-term water supply needs of the region; iii) serving increased water and wastewater growth and service demands of the region; iv) limiting the redundant water and wastewater utility plant investment that may occur due to the construction of capacity by the individual Parties in order to meet their individual service area demands; v) promote economies of scale in the operation of the water and wastewater utility plants for the benefit of the Parties; and vi) provide for the orderly and planned growth of the region.

The purpose of this scope of services is to assist the Parties in evaluating alternative service options as identified by the Parties to evaluate the cost of water and wastewater capacity alternatives. The evaluation will be considered as a preliminary "desk top" analysis and will not entail a comprehensive evaluation; the purpose being to identify possible service options and to determine if the options should be evaluated in greater detail. Alternative options associated with the relocation of the IWRF to the mainland and for providing regional water and wastewater capacity to the region may include options such as joint ownership of regional facilities and the potential creation of a Chapter 163 water and sewer authority made up of the Parties that would provide wholesale water and wastewater treatment and primary conveyance capacity to the Parties.

Based on the above objectives, the Parties requested that Public Resources Management Group, Inc. ("PRMG") assist in the preliminary evaluation of the financial impacts to the individual Parties and the region based on different capacity ownership and service delivery concepts. The following is the scope of services to be performed by PRMG relative to reviewing the service area options identified by the Parties.

PROJECT PHASES

Based on the ultimate plan that the Parties select in order to meet the regional goals the following project phases were identified:

Phase 1 – Option Identification and Cost Determination. This phase would encompass identification of the options to be considered and the corresponding costs for each service option. This analysis would identify the existing water and wastewater fixed assets of the Parties that would be either abandoned or consolidated for the selected option, identify the capital costs required to move the IWRF, including replacement wastewater treatment facilities and decommissioning of the IWRF, and any new water supply and treatment facilities to serve the region, identify the estimated operating and maintenance costs, estimate the life cycle costs of the identified options, and identify the advantages and disadvantages of each option. This phase would also include the determination of a preliminary acquisition value for the purchase of utility plant by the Regional Authority.

This phase would also include a comparison of the service area issues and the performance of an analysis to identify the preferred service option that meets the need for the Parties. This comparison and analysis will be presented to the Parties for consideration and would include a discussion of each option's advantages and disadvantages.

Phase 2 – Create Regional Authority or Utility Agreements. This phase is dependent on the results of the first phase and would modify the existing or create a new governance structure if the establishment of a Regional Authority is the preferred option. The tasks under this phase may include: i) development of wholesale water and / or wastewater service agreements; ii) development of capacity entitlement agreements; iii) interlocal agreements to create the Regional Authority and to identify management and operational responsibilities; and iv) the basis for the billing or sharing of costs for water and wastewater treatment capacity.

Phase 3 – Financing of Capital Plan. It is anticipated that even under a "status quo" scenario, there may be a need to issue utility bonds to finance the cost of relocating the FPUA IWRF and / or to construct new water treatment plant facilities. If required, this phase would include the development of the disclosure reports and documentation in support of the issuance of bonds by the Regional Authority or for the individual Parties for the construction of new utility plant and as required for the acquisition and regionalization of the primary facility assets (construction of facilities that would consist of a stand-alone issue for the FPUA is not contemplated in this scope since it would be solely at the option of the FPUA).

Phase 4 – Transition Services. To the extent that the assets were transferred to a Regional Authority or other form of governance, there may be certain transition services that may be required. This could include verification of accounts receivable, development of service and operations policies, development of financial policies, etc. in order to complete the transactions.

For the purposes of this scope of services, only the Phase 1 activities are currently being considered since it is unknown if the other phases will be required.

Phase 1 Activities

The tasks to be performed under this phase of the project and are highly dependent on the availability of information to be provided by the Parties. This scope assumes the evaluation of the FPUA and County on a standalone basis and two additional water and / wastewater service options or scenarios as determined by the Parties. The tasks for this phase of the scope of services are summarized below:

Task 1-1: Data Compilation. This task will include obtaining general information regarding the operations of the FPUA water and wastewater systems and the County water and wastewater systems. Information will include, but not be limited to, recent historical financial reports and supporting documentation, monthly operating reports filed by the respective Parties to the Florida Department of Environmental Protection ("FDEP"), plant operating permits, customer statistical data and forecasts of needs, fixed asset records, detailed operating budgets by cost center or division (and by utility plant), capital improvement plans and budgets, outstanding debt allocable to the Party's utility systems, and other information. PRMG will prepare an information request to initiate the data compilation process and will use any available information obtain from previous studies prepared for the Parties, where applicable.

Task 1-2: Service Area Demand Forecast. Based on information provided by the Parties, population projections assumed for the region, historical trends and discussions with individual Party representatives, PRMG will prepare or compile water and wastewater forecasts of the capacity needs or demands for the service area. The analysis will be prepared on a FPUA-specific, County-specific, and combined regional approach (will be on a consolidated service area basis and not by specific water or wastewater plant facility). The forecast will be for a thirty-year planning period (or other period as deemed reasonable by the Parties, not to exceed thirty years, referred to as the "planning period") and will include: i) for the water system, average annual day water production (expressed on a million gallons per day or "MGD" basis), total annual finished water produced (thousands of gallons), and annual maximum daily demands (per MGD); and ii) for the wastewater system, average annual day wastewater treatment (expressed on a per MGD basis) and the total annual wastewater treated (thousands of gallons).

Task 1-3: FPUA System Base Cost and Life Cycle Cost Analysis. In order to identify service options that recognize certain FPUA facilities to be included as a component of the Regional Authority, an analysis to identify the estimated direct operating and capital (both near term and an allowance for ongoing renewals and replacements) costs for the FPUA water and wastewater treatment facilities will be performed. This evaluation will include the relocation of the IWRF to the mainland and will include any cost increases or reductions as a result of the relocation of facilities and any additional water supply and treatment facilities, as may be identified. PRMG will prepare a life-cycle cost analysis for the planning period to evaluate the net present value of the direct cost to construct and provide water production and wastewater treatment service (start date anticipated to begin when the IWRF is relocated). Based on the projected water production and wastewater flows, a "unit cost per gallon" will be calculated for the near term (up to five-years).

In the determination of the annual cash flow needs, it is assumed that the capital needs for the relocation of the IWRF, including construction of replacement wastewater facilities, or

construction of a new water treatment plant will be financed through the issuance of utility revenue bonds. PRMG will work with the Parties selected financial advisor or use assumptions developed with the Parties in the determination of the debt repayment schedules that are consistent in structure and cost for all scenarios that are evaluated. Additionally, based on the direction of the Parties, consideration of the proceeds from the sale of the IWRF property may be considered in the evaluation.

As part of this analysis, the estimated capital costs that have been invested by the FPUA (i.e., utility plant in service or under construction) that may become part of the regional system will be identified since this is a cost that may need to be recovered under any other service option.

Task 1-4: County System Base Cost and Life Cycle Cost Analysis. In order to identify service options that recognize certain County facilities to be included as a component of the Regional Authority services, an analysis to identify the estimated direct operating and capital (both near term and an allowance for ongoing renewals and replacements) costs for the County water and wastewater treatment facilities will be performed. PRMG will prepare a life-cycle cost analysis for the planning period to evaluate the net present value of the direct cost to construct and provide water production and wastewater treatment service. Based on the projected water production and wastewater flows, a "unit cost per gallon" will be calculated for the near term (up to five-years).

As part of this analysis, the estimated capital costs that have been invested by the County (i.e., utility plant in service or under construction) that may become a part of the regional system will be identified since this is a cost that may need to be recovered under any other service option.

Task 1-5: Consolidated Service Option Capital Evaluation. The Parties will need to provide to PRMG the capital costs associated with any service option scenario that is to be evaluated. For each service option, PRMG will work with the Parties to identify the costs associated with the construction of certain capital / utility plant to provide for the conveyance (including pumping and storage), metering, and production of potable water for delivery to the Parties' respective retail service areas and for the conveyance (including pumping), metering, treatment and disposal (biosolids and effluent) of wastewater received from the Party's respective retail service areas. This will include the identification of capacity needs over the life-cycle planning horizon (includes actual service, capacity reservations and margins for growth or unanticipated conditions in the determination of the capacity to be constructed).

Task 1-6: Consolidated Utility Operation and Maintenance Cost Evaluation. Assuming the consolidation of the assets through joint ownership of creation of an authority or the sale of assets to another party, an analysis to identify the costs to operate and manage the water and / or wastewater utility assets of the regional system will be required. The Regional Authority option would require staff for administration of the consolidated utilities and that the operating expenses identified in the Task 1 activities would be incurred by the consolidated utility. An analysis will be prepared to: i) identify any FPUA and County operating expenses determined in the Task 1 activities that would not be considered as an operating expense of the authority; ii) identify the

FPUA and County costs that would no longer be required as a result of formation of the consolidated utility; iii) identify any capital costs that may no longer be required; and iv) identify additional costs associated with the creation of the authority or consolidated utility (examples may include governance costs, professional costs such as legal, annual disclosure, etc.).

Task 1-7: Consolidated Capital and Utility Cost Life Cycle Analysis by Service Option. Based on the above referenced tasks, PRMG will prepare a life-cycle cost analysis of the applicable operating and capital expenditures to provide water production and wastewater treatment by alternative service scenario. The analysis will be based on the base cost evaluations conducted in prior tasks adjusted for changes in operating expenses and capital expenditure requirements.

Task 1-8: Comparison of Alternatives. Based on the results of the prior tasks, PRMG will prepare a summary comparison of the service option costs and summarize or identify any advantages and disadvantages of each option for consideration by the Parties.

Task 1-9: Prepare Report. PRMG will prepare a report that will document the assumptions and results of the analyses for consideration by the Parties.

Task 1-10: Meetings. During the course of the project, it is anticipated that PRMG will attend several meetings with the Parties management and staff and its consultants / advisors to develop assumptions, review analyses, and identify issues associated with the consolidation of service and the corresponding financial forecasts. For the purposes of this scope of services, it is recognized that PRMG will attend four (4) meetings. The meetings may be attended by teleconferences or by actual site visits, depending on need and contract budget. The meetings identified in this scope of services include:

	Number of Meetings
Data Review / Kickoff Meeting	1
Assumption Development / Analytical Meeting / Review Results	2
Present to Wastewater Relocation Committee	1
Total Number of Meetings	4

FORT PIERCE UTILITY AUTHORITY / ST. LUCIE COUNTY, FLORIDA

SCOPE OF SERVICES – REGIONALIZATION PROJECT

GENERAL

St. Lucie County (the "County") and the Fort Pierce Utility Authority ("FPUA" and collectively with the County, the "Parties") are currently evaluating water and wastewater capacity needs and objectives to meet the future demands of the region.

In order to facilitate the wastewater service area needs, the Parties formed a wastewater plant relocation committee to develop wastewater plant relocation options and identify funding mechanisms. Recently one of the Committee members developed and presented to the committee an alternative plan to relocate the Island Water Reclamation Facility ("IWRF") to a site on the mainland (referred to as the Mainland Wastewater Reclamation Facility or "MWRF"). The Parties would like to evaluate additional regional wastewater service scenarios regarding the wastewater plant relocation as well as water regionalization alternatives to collectively identify cost effective regional options available to the Parties.

The objectives of this evaluation include, but are not limited to, the following: i) the relocation of the FPUA IWRF to a site or sites located on the mainland; ii) developing a water capacity plan that addresses the long-term water supply needs of the region; iii) serving increased water and wastewater growth and service demands of the region; iv) limiting the redundant water and wastewater utility plant investment that may occur due to the construction of capacity by the individual Parties in order to meet their individual service area demands; v) promote economies of scale in the operation of the water and wastewater utility plants for the benefit of the Parties; and vi) provide for the orderly and planned growth of the region.

The purpose of this scope of services is to assist the Parties in evaluating alternative service options as identified by the Parties to evaluate the cost of water and wastewater capacity alternatives. The evaluation will be considered as a preliminary "desk top" analysis and will not entail a comprehensive evaluation; the purpose being to identify possible service options and to determine if the options should be evaluated in greater detail. Alternative options associated with the relocation of the IWRF to the mainland and for providing regional water and wastewater capacity to the region may include options such as joint ownership of regional facilities and the potential creation of a Chapter 163 water and sewer authority made up of the Parties that would provide wholesale water and wastewater treatment and primary conveyance capacity to the Parties.

Based on the above objectives, the Parties requested that Public Resources Management Group, Inc. ("PRMG") assist in the preliminary evaluation of the financial impacts to the individual Parties and the region based on different capacity ownership and service delivery concepts. The following is the scope of services to be performed by PRMG relative to reviewing the service area options identified by the Parties.

PROJECT PHASES

Based on the ultimate plan that the Parties select in order to meet the regional goals the following project phases were identified:

Phase 1 – Option Identification and Cost Determination. This phase would encompass identification of the options to be considered and the corresponding costs for each service option. This analysis would identify the existing water and wastewater fixed assets of the Parties that would be either abandoned or consolidated for the selected option, identify the capital costs required to move the IWRF, including replacement wastewater treatment facilities and decommissioning of the IWRF, and any new water supply and treatment facilities to serve the region, identify the estimated operating and maintenance costs, estimate the life cycle costs of the identified options, and identify the advantages and disadvantages of each option. This phase would also include the determination of a preliminary acquisition value for the purchase of utility plant by the Regional Authority.

This phase would also include a comparison of the service area issues and the performance of an analysis to identify the preferred service option that meets the need for the Parties. This comparison and analysis will be presented to the Parties for consideration and would include a discussion of each option's advantages and disadvantages.

Phase 2 – Create Regional Authority or Utility Agreements. This phase is dependent on the results of the first phase and would modify the existing or create a new governance structure if the establishment of a Regional Authority is the preferred option. The tasks under this phase may include: i) development of wholesale water and / or wastewater service agreements; ii) development of capacity entitlement agreements; iii) interlocal agreements to create the Regional Authority and to identify management and operational responsibilities; and iv) the basis for the billing or sharing of costs for water and wastewater treatment capacity.

Phase 3 – Financing of Capital Plan. It is anticipated that even under a "status quo" scenario, there may be a need to issue utility bonds to finance the cost of relocating the FPUA IWRF and / or to construct new water treatment plant facilities. If required, this phase would include the development of the disclosure reports and documentation in support of the issuance of bonds by the Regional Authority or for the individual Parties for the construction of new utility plant and as required for the acquisition and regionalization of the primary facility assets (construction of facilities that would consist of a stand-alone issue for the FPUA is not contemplated in this scope since it would be solely at the option of the FPUA).

Phase 4 – Transition Services. To the extent that the assets were transferred to a Regional Authority or other form of governance, there may be certain transition services that may be required. This could include verification of accounts receivable, development of service and operations policies, development of financial policies, etc. in order to complete the transactions.

For the purposes of this scope of services, only the Phase 1 activities are currently being considered since it is unknown if the other phases will be required.

Phase 1 Activities

The tasks to be performed under this phase of the project and are highly dependent on the availability of information to be provided by the Parties. This scope assumes the evaluation of the FPUA and County on a standalone basis and two additional water and / wastewater service options or scenarios as determined by the Parties. The tasks for this phase of the scope of services are summarized below:

Task 1-1: Data Compilation. This task will include obtaining general information regarding the operations of the FPUA water and wastewater systems and the County water and wastewater systems. Information will include, but not be limited to, recent historical financial reports and supporting documentation, monthly operating reports filed by the respective Parties to the Florida Department of Environmental Protection ("FDEP"), plant operating permits, customer statistical data and forecasts of needs, fixed asset records, detailed operating budgets by cost center or division (and by utility plant), capital improvement plans and budgets, outstanding debt allocable to the Party's utility systems, and other information. PRMG will prepare an information request to initiate the data compilation process and will use any available information obtain from previous studies prepared for the Parties, where applicable.

Task 1-2: Service Area Demand Forecast. Based on information provided by the Parties, population projections assumed for the region, historical trends and discussions with individual Party representatives, PRMG will prepare or compile water and wastewater forecasts of the capacity needs or demands for the service area. The analysis will be prepared on a FPUA-specific, County-specific, and combined regional approach (will be on a consolidated service area basis and not by specific water or wastewater plant facility). The forecast will be for a thirty-year planning period (or other period as deemed reasonable by the Parties, not to exceed thirty years, referred to as the "planning period") and will include: i) for the water system, average annual day water production (expressed on a million gallons per day or "MGD" basis), total annual finished water produced (thousands of gallons), and annual maximum daily demands (per MGD); and ii) for the wastewater system, average annual day wastewater treatment (expressed on a per MGD basis) and the total annual wastewater treated (thousands of gallons).

Task 1-3: FPUA System Base Cost and Life Cycle Cost Analysis. In order to identify service options that recognize certain FPUA facilities to be included as a component of the Regional Authority, an analysis to identify the estimated direct operating and capital (both near term and an allowance for ongoing renewals and replacements) costs for the FPUA water and wastewater treatment facilities will be performed. This evaluation will include the relocation of the IWRF to the mainland and will include any cost increases or reductions as a result of the relocation of facilities and any additional water supply and treatment facilities, as may be identified. PRMG will prepare a life-cycle cost analysis for the planning period to evaluate the net present value of the direct cost to construct and provide water production and wastewater treatment service (start date anticipated to begin when the IWRF is relocated). Based on the projected water production and wastewater flows, a "unit cost per gallon" will be calculated for the near term (up to five-years).

In the determination of the annual cash flow needs, it is assumed that the capital needs for the relocation of the IWRF, including construction of replacement wastewater facilities, or

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Total Number of Meetings	4

Fort Pierce Utility Authority / St. Lucie County, Florida
Proposed Regionalization Project

Cost Estimate for Phase 1 - Option Identification and Cost Analysis

Line No.		Public Resources Management Group, Inc.						
		Project Managers						
		Principal Robert Ori	Principal Henry Thomas	Associate	Senior Consultant	Senior Rate Analyst	Administrative and Clerical	Total
1	**Direct Labor Rates**	$ 190.00	$ 190.00	$ 150.00	$ 115.00	$ 85.00	$ 55.00	
	Task 1-1: Data Compilation							
2	Data Request and Review	1	1	4	-	4	2	12
3	Kickoff Meeting /Data Review/Project Schedule	6	6	8	-	-	-	20
4	Sub-total Task - hrs.	7	7	12	-	4	2	32
5	Sub-total Task - Labor Costs	$ 1,330	$ 1,330	$ 1,800	$ -	$ 340	$ 110	$ 4,910
	Task 1-2: Service Area Demand Forecast							
6	Compile Service Area Forecasts and Service Demands	2	2	8	-	16	-	28
7	Sub-total Task - hrs.	2	2	8	-	16	-	28
8	Sub-total Task - Labor Costs	$ 380	$ 380	$ 1,200	$ -	$ 1,360	$ -	$ 3,320
	Task 1-3: FPUA System Base Cost and Life Cycle Cost Analysis							
9	Review of Operating and Capital Budgets	1	1	2	-	6	-	10
10	Develop Cost Drivers & Project Operating Expenses	1	1	2	-	6	-	10
11	Project Capital Needs (including on-going renewals & replacements)	1	1	6	-	12	-	20
12	Evaluate and Review of Long-term Financing Options & Other Sources of Income to Fund Projects	1	1	2	-	6	-	10
13	Evaluate Incremental Expenses and/or Savings Derived from Strategic Projects	1	1	6	-	12	-	20
14	Prepare and Summarize the Net Present Value of Direct Costs to Construct and Provide Service	1	1	4	-	8	-	14
15	Sub-total Task - hrs.	6	6	22	-	50	-	84
16	Sub-total Task - Labor Costs	$ 1,140	$ 1,140	$ 3,300	$ -	$ 4,250	$ -	$ 9,830
	Task 1-4: County System Base Cost and Life Cycle Cost Analysis							
17	Review of Operating and Capital Budgets	1	1	2	-	6	-	10
18	Develop Cost Drivers & Project Operating Expenses	1	1	2	-	6	-	10
19	Project Capital Needs (including on-going renewals & replacements)	1	1	6	-	12	-	20
20	Evaluate and Review of Long-term Financing Options & Other Sources of Income to Fund Projects	1	1	2	-	6	-	10
21	Evaluate Incremental Expenses and/or Savings Derived from Strategic Projects	1	1	6	-	12	-	20
22	Prepare and Summarize the Net Present Value of Direct Costs to Construct and Provide Service	1	1	4	-	8	-	14
23	Sub-total Task - hrs.	6	6	22	-	50	-	84
24	Sub-total Task - Labor Costs	$ 1,140	$ 1,140	$ 3,300	$ -	$ 4,250	$ -	$ 9,830
	Task 1-5: Consolidated Service Option Capital Evaluation (2 Options Assumed)							
25	Project Consolidated Capital Needs (including on-going renewals & replacements)	6	6	10	-	8	-	30
26	Evaluate and Review of Long-term Financing Options & Other Sources of Income to Fund Projects	4	4	10	-	8	-	26
27	Sub-total Task - hrs.	10	10	20	-	16	-	56
28	Sub-total Task - Labor Costs	$ 1,900	$ 1,900	$ 3,000	$ -	$ 1,360	$ -	$ 8,160
	Task 1-6: Consolidated Utility Operation and Maintenance Cost Evaluation (1 Option Assumed)							
29	Identify and Project Operating Expenses as a Regional Authority	2	2	8	-	16	-	28
30	Evaluate Incremental Costs and/or Savings Derived from Regionalization	2	2	8	-	4	-	16
31	Sub-total Task - hrs.	4	4	16	-	20	-	44
32	Sub-total Task - Labor Costs	$ 760	$ 760	$ 2,400	$ -	$ 1,700	$ -	$ 5,620

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Proposed Regionalization Project

Cost Estimate for Phase 1 - Option Identification and Cost Analysis

Line No.		Public Resources Management Group, Inc. Project Managers Principal Robert Ori	Principal Henry Thomas	Associate	Senior Consultant	Senior Rate Analyst	Administrative and Clerical	Total
	Task 1-7: Consolidated Capital and Utility Cost Life Cycle Analysis by Service Option (2 Options Assumed)							
33	Develop Cost Drivers & Project Operating Expenses	1	1	2	-	12	-	16
34	Project Capital Needs (including on-going renewals & replacements)	2	2	6	-	14	-	24
35	Evaluate and Review of Long-term Financing Options & Other Sources of Income to Fund Projects	2	2	4	-	10	-	18
36	Evaluate Incremental Expenses and/or Savings Derived from Strategic Projects	2	2	4	-	8	-	16
37	Prepare and Summarize the Net Present Value of Direct Costs to Construct and Provide Service	2	2	4	-	8	-	16
38	Sub-total Task - hrs.	9	9	20	-	52	-	90
39	Sub-total Task - Labor Costs	$ 1,710	$ 1,710	$ 3,000	$ -	$ 4,420	$ -	$ 10,840
	Task 1-8: Comparison of Alternatives							
40	Summarize Service Option Costs	1	1	4	-	8	2	16
41	Compile and Discuss Advantages and Disadvantages of Each Option	3	3	8	-	2	4	20
42	Sub-total Task - hrs.	4	4	12	-	10	6	36
43	Sub-total Task - Labor Costs	$ 760	$ 760	$ 1,800	$ -	$ 850	$ 330	$ 4,500
	Task 1-9: Prepare Report							
44	Develop Technical Memorandum Summarizing Study Assumptions & Results	4	4	16	-	8	12	44
45	Sub-total Task - hrs.	4	4	16	-	8	12	44
46	Sub-total Task - Labor Costs	$ 760	$ 760	$ 2,400	$ -	$ 680	$ 660	$ 5,260
	Task 1-10: Meetings							
47	Meetings (3 in addition to Kick-off Meeting Included in Task 1-1)	18	18	24	-	-	-	60
48	Sub-total Task - hrs.	18	18	24	-	-	-	60
49	Sub-total Task - Labor Costs	$ 3,420	$ 3,420	$ 3,600	$ -	$ -	$ -	$ 10,440
50	Total Estimated Labor Hours	70	70	172	-	226	20	558
51	Direct Labor Cost Estimate	$ 13,300	$ 13,300	$ 25,800	$ -	$ 19,210	$ 1,100	$ 72,710
	Average Hourly Rate for Project Cost Estimate							$ 72,710
	Additional Costs							
52	Travel Allowance - 4 Meetings at 252 miles at $0.485/mile plus $10 tolls round trip	4						$ 529
53	Telephone Allowance							50
54	Miscellaneous Reimbursable Expenses							61
55	Sub-total Additional Costs							$ 640
56	Total							$ 73,350

Towards A Destination

A Community's Vision for the Relocation of the Fort Pierce Waste Water Treatment Plant



July, 2012

City of Fort Pierce

Marcela Camblor & Associates, Inc.

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7 | Hotel Studies

8 | Program

9 | Financial Strategy

10 | What's Next

ACKNOWLEDGEMENTS

The vision for the Fort Pierce Western Peninsula, which includes the proposed relocation of the Fort Pierce Waste Water Treatment Plant, is the result of the hard work of a community and local government who aspired for a unified and cohesive plan for the area, and truly care about the community's future.

Our sincere gratitude to Mayor Bob Benton, Commissioner Rufus Alexander, Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions; County Commissioners Chris Craft, Cris Dzadovsky, Tod Mowery, Paula Lewis and Frannie Hutchinson; the South Beach Association, City Manager David Recor, County Administrator Faye Outlaw, City staff: Matthew Margotta, Leslie Olson, David Carlin, Kori Benton; City Attorney Robert Schwerer; Chief Ron Parish, Bill Thiess, Jon Ward, Chairman Weaver, SLC Planning Director Mark Saterlee; and all those who participated in the public planning process. A special thank you for all those who assisted the design team, especially Carole Mushier, Ashton DePeyster, Ramon Trias, Doris Tillman, Mary Chapman, John Parry and Roy Whitehead



1 EXECUTIVE SUMMARY

Envisioned by residents and businesses working together, the Western Peninsula Master Plan is a collaborative effort, unified vision and business plan for the relocation of Fort Pierce's waterfront Waste Water Treatment Plant. It is also a guide for future growth of the of the island and a strategy to further Economic Prosperity in the City.

The City of Fort Pierce is a model for inspiration and wonder. It is one of the best examples in Florida and throughout the United States of a complete, sustainable community. The graceful character of the City is the result of the application of traditional town planning principles, an interconnected network of streets and blocks, exemplary architecture, remarkable civic spaces and a complete and integrated mix of uses. Like most traditional Towns and Cities, Fort Pierce's great structure allows it to be resilient and easily adapt to change.



Over the past two decades, the City and its residents have worked together to create a vision for their future. Plans have been envisioned and largely implemented. As a result of a continued public involvement, the City boasts one of the best urban environments in the region.



But despite many successfully implemented projects, the City has yet to reach its full potential. Many businesses (particularly retail and restaurants) are struggling. A large percentage of the locals'(residents) shopping occurs outside the City's boundaries, and despite the world class tourist attractions the City has to offer, tourism is not providing the economic engine it could to allow businesses to thrive. The job market is still in need of expansion, and

there is a need for more people to call Fort Pierce "home" year round.

The lands on the western tip of Hutchinson Island – also referred to as the "Western Peninsula", present an opportunity to strengthen the City as a destination and an economically prosper hub for its residents and the region as a whole.

With this in mind, on March 17th, 2012, City and community got together once again to decide the future of the Western Peninsula of Hutchinson Island.

The Waste Water Treatment plant located on the westernmost end of the island announces arrival to the beach and its neighborhoods, "anchors" the City's outstanding amenities (beaches, parks and museums), and lines one of the most diverse and pristine natural environments in the country.

United, City and residents addressed specific planning issues for the Western Peninsula, and requested that the City develop a plan and strategy for the ultimate relocation of the waste water treatment facility. Participants in the effort expressed their desire to create a plan for the area that will not only ensure that growth and inevitable change happen on the community's terms, but also that this generation leaves as worthy a legacy to future generations as the one inherited from past ones.

The public workshop was held at the River Walk Center, and was well attended by over 200 residents, property and business owners, representing a good cross section of the community.

During the workshop, citizens, the business community and elected officials, with the assistance of a professional team of consultants, addressed the many challenges affecting the study area, and proposed specific solutions. The overall Master Plan and specific project plans and sketches included in this Report are conceptual in nature, provided to graphically illustrate one possible solution to an identified problem or opportunity. They are not meant to represent the only solution, but to provide a starting point for additional discussion and detailed design.



2 THE PUBLIC PROCESS

Over 200 residents, business and property owners and community leaders participated in the day-long event.















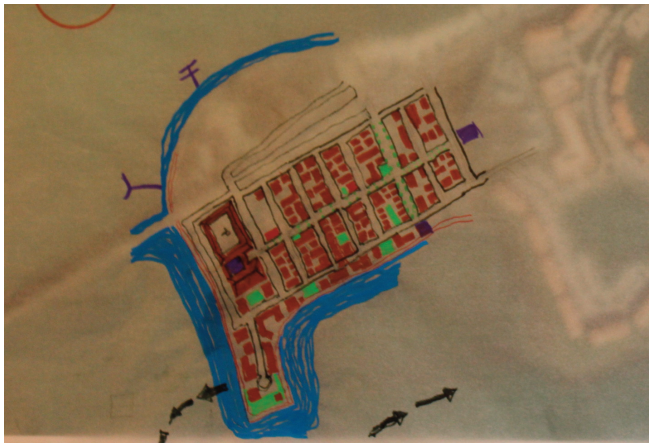


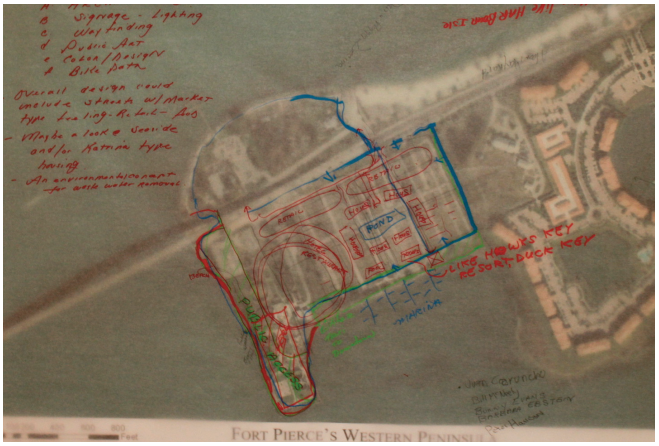
















The Citizens' plans.

3 A Basic Choice

If or When?

The Question:

Should the Waste Water Treatment Plant be relocated?

During the charrette, participants were asked to answer this but fundamental question.

The Consensus:

Yes.

Planning for the area should be aimed at the eventual relocation of the Plant.

The Condition:

Not at the community's expense.

Relocation costs should not result in increases taxes or utility fees for residents, property or business owners.

To that extent, this report analyzes and exposes the different alternatives and implications of this community decision, and recommends a process for its implementation.



4 THE GOAL

TO DEVELOP a business strategy and Master Plan for the relocation of the Fort Pierce Waste Water Treatment Plant and surrounding areas that:

a) announces arrival and sets a dignified stage for the island,
b) preserves and enhances surrounding natural resources and compliments surrounding parks and beaches,
c) allows public access to the waterfront,
d) promotes connectivity,
e) defines and enhances the existing greens and open spaces as a greenway system,
f) implements a "blueway",
g) complements and supports the City's existing retail and businesses,
h) preserves and improves the residents'quality of life, and above all,
i) accommodates uses that will further job creation and economic prosperity for the community as a whole,
j) ensures predictability.



5 The Citizens' Master Plan

The citizen's master plan is a community-based effort to create a vision for the North Hutchinson Island Western Peninsula Area that preserves, enhances and complements the surrounding neighborhoods and the City, while balancing the amount of development necessary to ensure that the cost of relocating the Waste Water Treatment Plant is paid overtime by development of the property, and does not become a cost to be absorbed by the community.

The Master Plan aims at Ensuring Predictability not only for investors, but for the citizens and community as a whole. To do this, it sets a series of Goals that seek to:

1) Announce Arrival: Marking the entrance to Hutchinson Island and the Beaches with development and physical improvements worthy of the City and its residents;
2) Compliment The Efforts And Investment In Existing Parks and Beaches: by establishing a system of interconnected public open spaces and public beaches. This is a system of greens, parks, plazas and boardwalks (or Rambla) that connect to, and build upon the existing public park system in place in the area and honors and enhances existing civic and public facilities;
3) Provide Access To The Waterfront: Making the waterfront publicly accessible as is the culture of the City;
4) Establish An Interconnected Network of Streets and Blocks: A system that can accommodate different increments of development and provide flexibility to house all necessary and complimentary uses in a variety of locations and in a manner that can be done over time and incrementally;
5) Define An Interconnected System Of Greens, Parks And Open Spaces: Connecting existing parks, greens, and waterfront paths with new proposed ones to create one of the most extensive and unique public amenities in the region.
6) Implement a "Blue Way": Establishing water connections between the City's special districts (the island, downtown, and the port) that is both a means of transportation and a tool to enhance economic competitiveness.
7) Establish Complimentary Commercial And Retail Uses: Located in a manner that supports those already in place in the City, and in an appropriate scale and direct relation to the location of new and existing development.

These Goals of the Citizens' Master Plan and the physical elements necessary to achieve these goals need to be adopted by the City's leadership, classified, valued and quantified. Achieving these Goals will result in the ultimate reorganization of land use entitlements for the area. This reorganization will provide a framework to modify or increase development rights to enable the relocation of the Waste Water Treatment Plant and fulfill specific community needs and desires, while preserving and enhancing the residents' quality of life.

This classification, value and quantification need to be determined and considered either at the time of reorganizing and changing land use entitlements (preferred), or when a clear set of development regulations (e.g. a form-based code or design regulations) is established to implement the plan. A matrix depicting both a classification and possible quantification is shown on this page.

Increases shall be considered only if necessary to enable the ultimate goal of relocating the Waste Water Treatment Plant, attracting a much desired resort hotel or job generator to the City, or achieving design-specific improvements such as the provision of public waterfront. To that effect, a final matrix with specific quantification (bonuses) needs to be developed.

For the purpose of applying increase bonus factors, design compliance with intended added values and degree of fulfillment of the Citizen's Master Plan Goals will be determined by staff and ultimately approved by the City Commission.

Finally, this plan *suggests increments to existing densities, permitted uses and height*, but only to be awarded as a result of the direct provision of design and implementation of the Goals and physical elements outlined in this report.

VALUE AND BONUS MATRIX

Added Value	Description	Bonus Factor	Height Increase
Publicly Accessible Waterfront	- Minimum 50% - Every Addt'l 10%	1.75 1.1	Yes, **up to** 1 addtl' story
Parks and Public Open Spaces	- Within fabric - Waterfront	1.1 1.25	No
Resort Hotel	- With public ground level that engages the street	2	Yes TBD
Blueway	- Within fabric - Waterfront	1.5	No
Civic Buildings and Infrastructure	- Within fabric - Waterfront	1.5 1.75	Yes, **up to** 1 addtl' story
Public Parking (shielded)	- Surface - Structured	1.1 1.75	No

NOTE: The bonus factors shown here are merely depicted as examples. Actual bonus factors need to be determined at the time of either amending entitlements (preferred) or creating specific development regulations for this area. Also note that height increases are offered "across the board". Extense of height Increments shall be determined in accordance to the value added.

Other Ideas Proposed Beyond Main Goals

In addition to the Goals of the Citizen's Master Plan are numerous programmatic ideas proposed both during the public event and as part of other reports developed by residents and stakeholders such as "The Big Idea" .

All of these feasible ideas include:

- Marinas (currently undergoing review and approval process)
- Water sports (including a sailing club that could be operative immediately prior agreement of the parties on the privately owned vacant land east of the waste water treatment plan)
- Seaplane landing areas
- Education and research facilities

It is important to highlight that this community plan may be developed incrementally (i.e. the private and public parcels independently, as well as on a block-by-block basis within each parcel) and has built-in flexibility to allow for an extensive program and diverse location and organization of its elements listed on pages 12 and 14 (e.g. proposes two alternate approaches to locate first class resort hotels).









1. Hotel Site
2. Waterfront Market
3. Mixed Use Building
4. Residential
5. Parking (surface and structured)
6. Public Beach



6 A Great Vision. An Even Greater Future.

In the tradition of the City's exceptional architecture and urban design, future development of the site currently occupied by the Waste Water Treatment plant and surrounding parcels shall seek exceptional quality. This development will set the stage to attract a much desired resort hotel and further the aspiration of becoming a com--petitive world-class destination.

The residents envision this area as a place where the best concepts in town planning are applied to create an ideal urban experience in harmony with nature.

The approximately 36 acre site (18.7 WWT +17.5 privately owned) which occupies the last piece of beachfront property on the Treasure Coast Region, offers exceptionally long and uninterrupted views along the intracoastal waterway and just over 25 acres of submerged lands. If designed appropriately, it will enhance a condition unique to this area: the provision of both oceanfront and intracoastal beaches on pristine waters. A situation rarely avai|able in the entire southeast Florida, and a powerful marketing tool for the City.

The site is additionally located adjacent to a 65' tall bridge. And while moderate height may result necessary to achieve unique views where the bridge blocks them, this setting and configuration allow for the denser concentrations and any additional height to be shielded by the bridge itself, and to ensure that in a transect-like manner, less intense development extends towards the neighborhoods, parks and beaches, and the most intense sits by the bridge (ideal) or at the edge of the property (if necessary for second hotel site on vacant land).

Seeking to achieve an overall feeling of calm and simplicity for the town, the Plan accommodates not one, but two sites (*Figures 1 & 2*) where a resort hotel with extensive supporting meeting and conference space and special event facilities. The purpose of identifying two sites is to

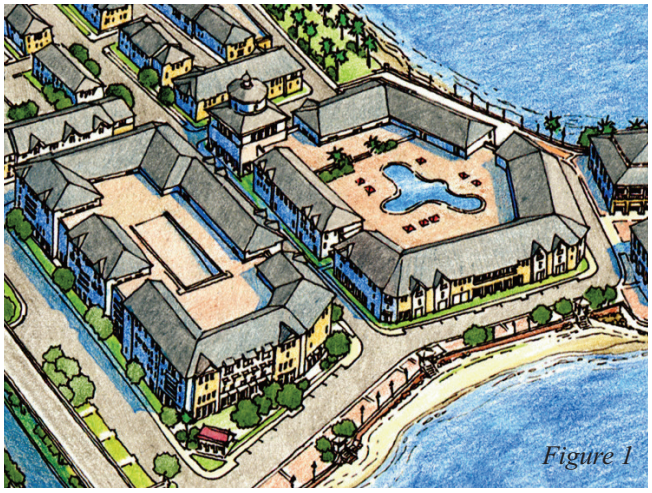
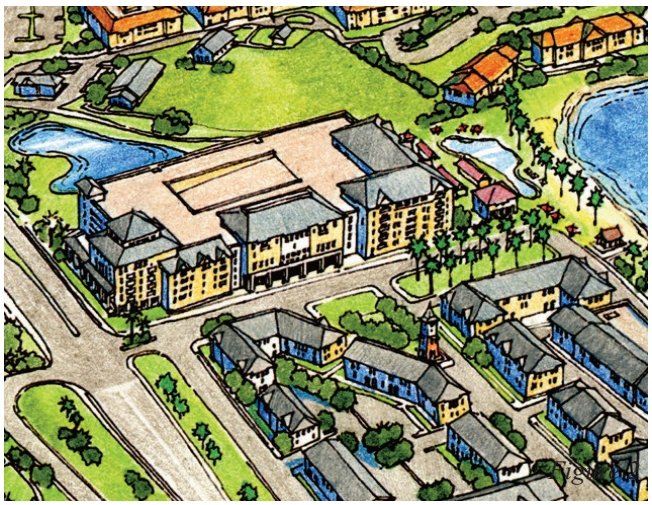


Figure 1



demonstrate how this use can fit on either or even both parcels, providing flexibility in the development process and a more competitive palette of options to attract the ultimate end-user.

Both parcels accommodate waterfront resorts and allow for exceptional views. The Hotel shown on Figure 1 fronts the water in a more urban manner. The hotel depicted on Figure 2 is directly connected to a sandy beach area. In this case, care and consideration to the transition to the property to the east should be taken.

Both hotel sites have been tested against four other first class, urban hotels to determine appropriateness of scale and layout. Proposed hotels respond to first class hotel room size, quantity and amenity requirements.

It is important to note that the direct connection to the beach where development meets the shore without a public road or sidewalk occurs on the edge of the site, so as not to interrupt the flow of public access. If appropriately designed, this condition could be replicated anywhere on site without impeding public access and connectivity.

All interior streets lead to the beach, with views of the water kept clear for as great a distance as possible. Special structures at the end of each street allow public access to the water and allow the public to step down into the lagoon.

An obelisk-type structure is located in a strategic corner, where water views are available in every direction. If this structure is designed in a manner to allow pedestrian access (as do many lighthouses), it would become a highly visited tourist attraction.

Both waterfront streets lead to a waterfront market. This serves as the primary gathering place in the community. As a beach-style urban center unlike any other in the region, the market will be a truly unique feature for the City.

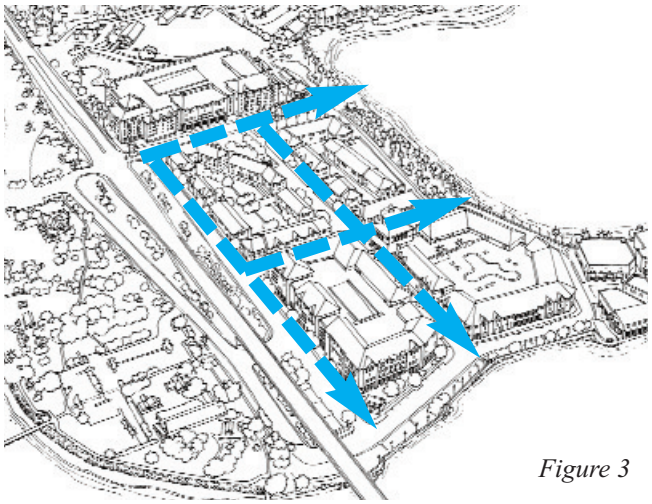


Figure 3

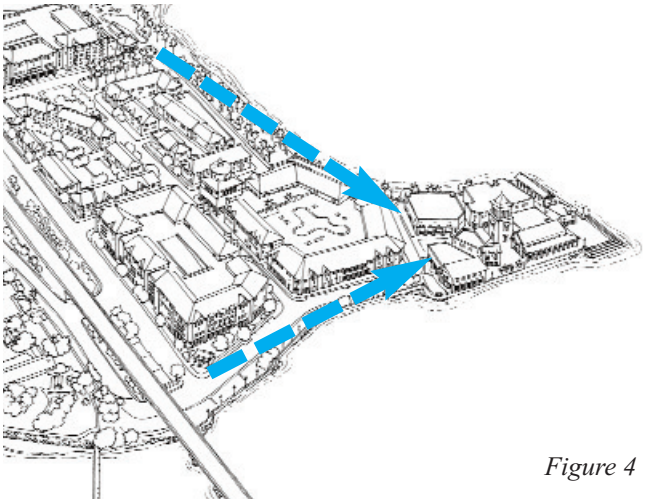


Figure 4

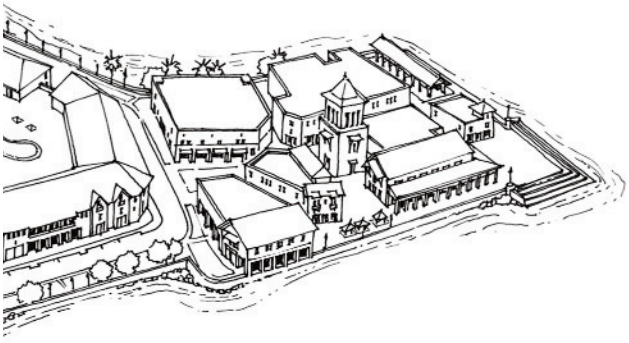


Figure 5

At the tip of the peninsula, wide steps lead down to the pristine emerald and turquoise waters that only Fort Pierce has to offer, and provide an ideal setting to enjoy the sunset over the City.

This architectural style and setting (see example images to the right) are aimed at ensuring the creation of place, which is only accomplished by development an interconnected network of streets lined with buildings, and the creation of safe and comfortable public open spaces.

Arcades, porches, cafes, small cottages acting as retail stores complete the waterfront market.

Piers and docks become the setting for an "interconnected blue-way", with the inclusion of a water taxi or tourist water-based attractions (kayak, canoes and boat rentals, eco-tours, boat excursions, etc.)

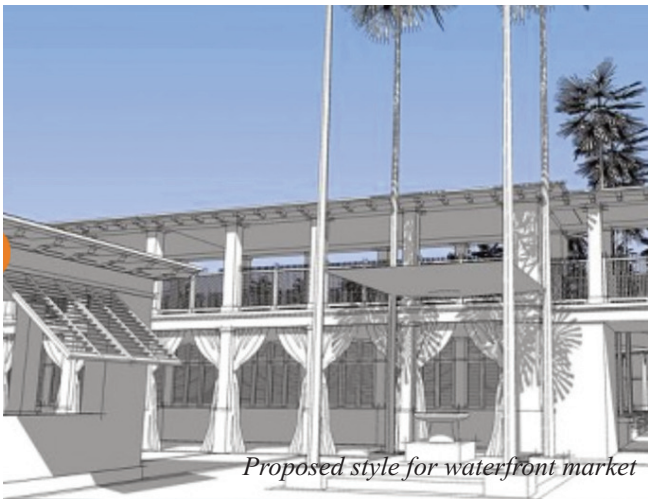
Two to three-story (and occasionally up to four-stroy), multi-family residential buildings and attached single-family homes (townhouses) line the remainder of the streets.

The analysis conducted has not identified a need to increase height beyond the four stories currently permitted strictly to accommodate residential uses. If the City chooses to increase height beyond this for residential uses, it should be limited to specific locations, and only allowed if or when the fabric is complete so as to not hinder demand. Height beyond four stories is only proposed for hotel sites.

The City should also employ and require from future developers the best available urban design and architecture techniques to create harmonious relationship between humans and the environment. Combined with the pedestrian friendly, mixed-use plan, these techniques will make Fort Pierce a leader in ecologically sound living in Florida.



Waterfront dining Pavilion with three-story fabric in the back



Proposed style for waterfront market



Proposed waterfront market


Mixed Use Building


Multifamily Building

Examples of vernacular architecture that is beach-appropriate, in multiple story, residential, mixed use and hotel type buildings.

Excellence in design and variety should be a requirement for development.


Mixed Use Building


Multifamily Building


Mixed Use Building



Waterfront Hotel

7 HOTEL STUDIES

Incorporating hotels into a City's plans for the future has historically been one of the most cumbersome components of development and redevelopment. Cities usually have to aggressively compete for first class hotels, and this many times results in attempts to fulfill programmatic needs that contradict a community's vision.

Very few destinations worldwide are so desireable to the tourism industry that they can require national hotel chains to modify typical models to conform to local regulations. Such is the case of Key West, FL. or Charleston, SCI, where first class hotels abide by strict height, parking, placement and design regulations. In Miami Beach, FL., first class hotels will happily remodel historic buildings following strict historic preservation regulations just for the privilege of having a presence at this desireable location. Most others towns and cities, including large international destinations such as downtown West Palm Beach need to compete aggressively for this coveted end user, and this competition usually results in compromises to a community's ultimate vision for the area. It is even harder to enter this competition for places, such as the City of Fort Pierce, which are not yet established as desireable first class or resort hotel markets.

The City of Fort Pierce has a great potential to establish itself as a sought out, unique, desireable destination. Unparalleled natural resources, recreational boating and world-class fishing tournaments, a distinctive built environment, a diversity of civic uses, museums, research facilities, an international port and airport, are just a few of the features the City has to capitalize on to be seri-



Figure 1


Figure 2


Figure 3

ously considered by the tourism and hotel industry.
To accomplish this, the City will need to seek design an aggressive marketing campaign, and seek outside assistance from a qualified hotel broker who understands, believes and can effectively communicate the community's vision, the area's value and the inward investment work that has been ongoing in the City during the past two decades.

It is important to note that the Citizens' Master Plan does not limit hotels in height or size, but does propose specific placement and accessibility. This intentional, "open-ended" intensity is aimed at facilitating the hotel development process and engage the locals in understanding the dynamics of the hotel market and ensuring a process that expeditiously removes obstacles to attracting hotel investment while preserving a community's vision.

The City Commission will additionally have to seek further input from its residents to define how much intensity is acceptable within the community's vision, as this is an issue that was not discussed in depth during the public involvement event.

This report strongly recommends that when seeking the appropriate hotel for the area, this be done by a marketing consultant with experience in traditional development and historic destinations, and that the entire Master Plan and vision be advertised.

How Other's Did It

Three first class hotels that have altered their conventional models in order to have a presence in desireable tourist destinations have been included in this report. The purpose of this inclusion is to showcase areas that have successfully attracted first class resorts and hotels, and have done so without compromising the built environment. These examples compare placement, scale, uses, land impact, and height treatment.

The hotels in this comparison are:

- Ritz Carlton Southbeach (Figure 1)
- Westin Key West (Figure 2)
- Charleston Place (Figure 3)
- St. Augustine Hilton (Figure 4)

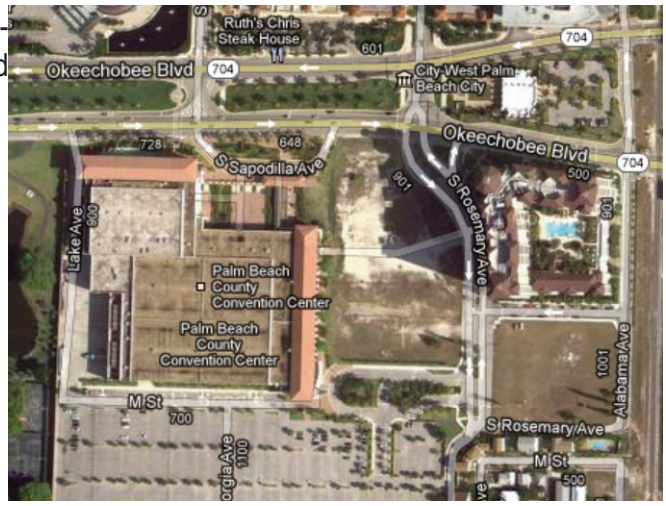
Both the Ritz Carlton and the Charleston Place Hotel (Figures 1 & 3), have a 2 to 4 stories high base that match the height of the surrounding fabric, and place additional height in tower elements set back from the street.

The Key West Westin accumulates room quantity and amenities within the heigh limits established in the City's Code. The St. Augustine Hilton takes the same approach. It is important to note here that these cities not only have strict development codes, but are such desireable tourist destinations that mainstream, first class hotels are amenable to changing their conventional models in order to have a presence in the city. This condition is hard to achieve in places that still need to establish them-

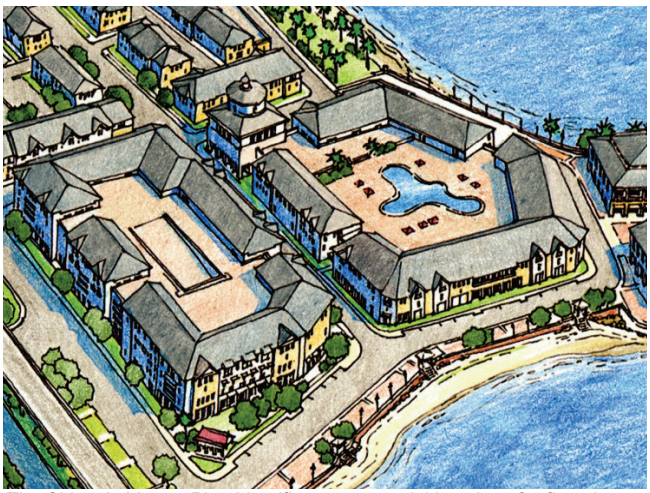
selves as destinations.

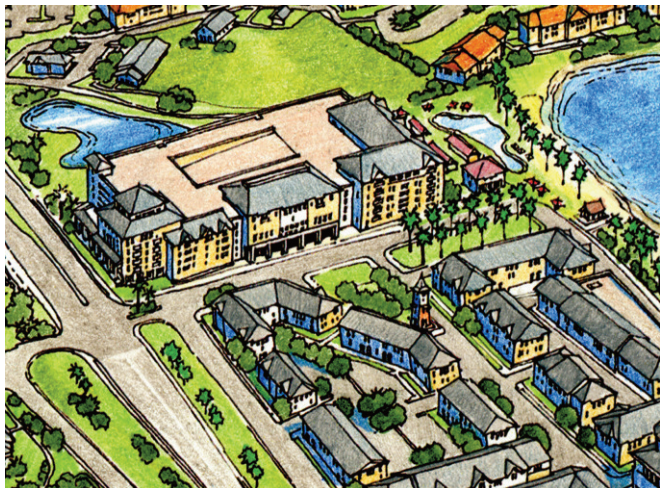
The images on pages 24-25 show how resort hotels with extensive program can be carefully embedded within the urban fabric and contribute to the creation of four of the most visited tourist destinations in the world.





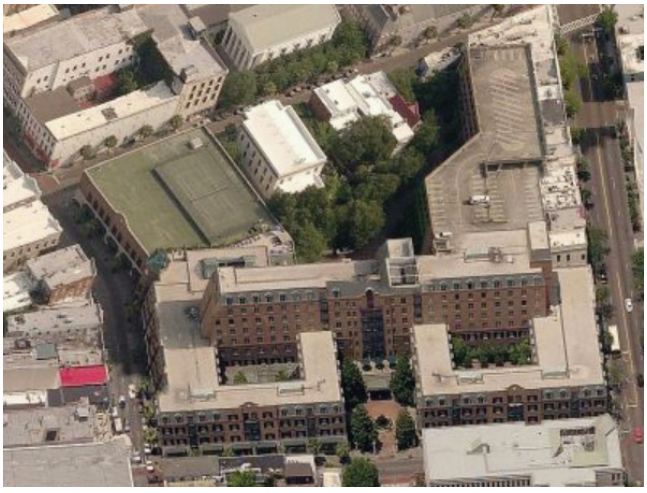
tourist destinations in the world. Attracting first class hotels is challenging. After almost a decade working to attract first class hotels to downtown West Palm Beach, the hotel site next to the convention center still lies vacant. Through an aggressive marketing campaign, the City was able to attract a first class hotel within the downtown's fabric.





The Citizen's Master Plan identifies two potential locations for first class resort hotel(s).

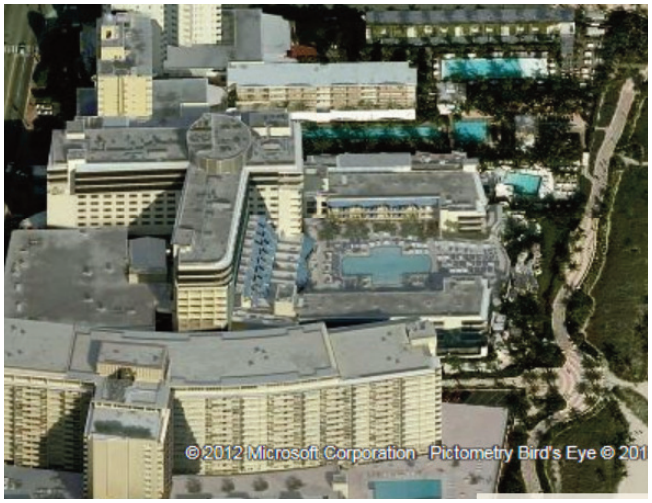









COLLINS AVE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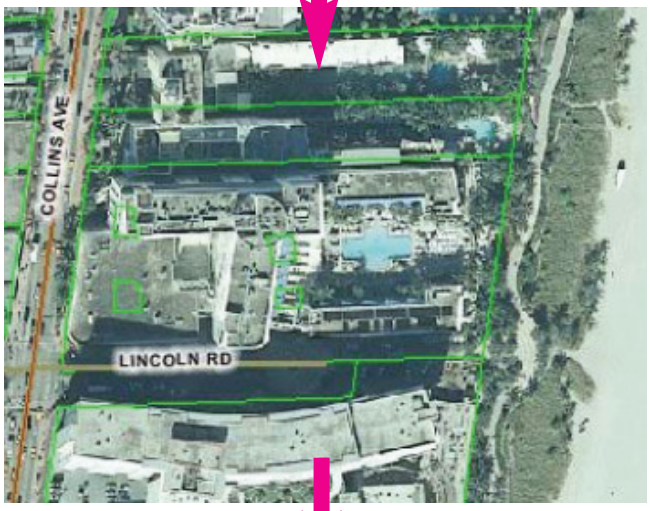
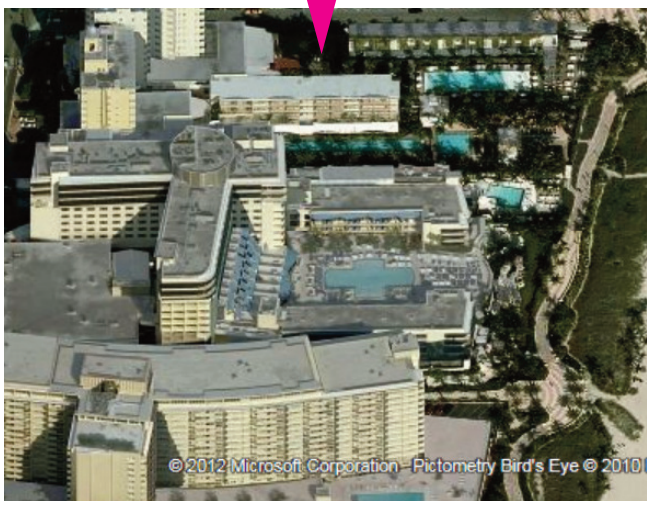

COLLINS AVE
LINCOLN RD

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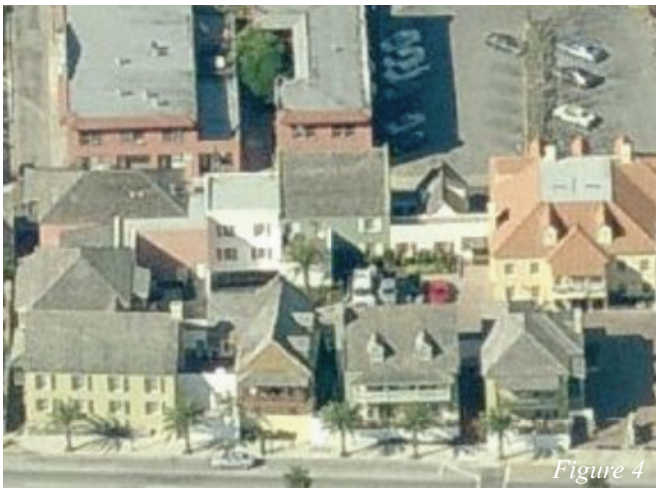
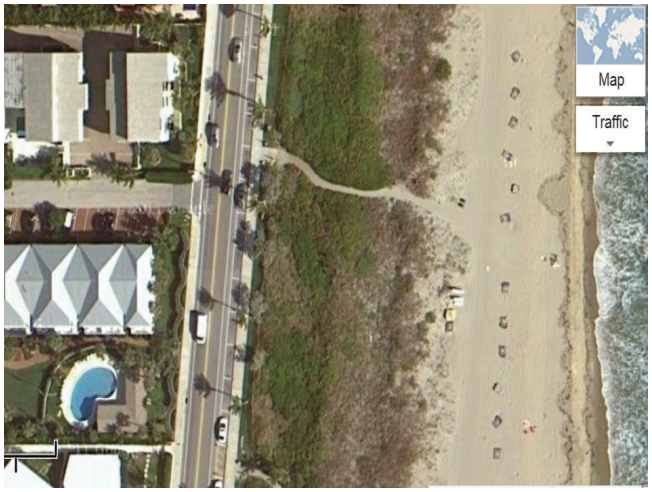




When the destination is very desirable to hotels, they are willing to "break" their conventional type and adapt to the local government's requirement. Such is the case of the St. Augustine Hilton, built in the late 2000's to resemble detached, two and three story mixed use buildings.





Public Access to the waterfront can be achieved whether a hotel fronts a public street that borders the water, or is directly adjacent to the sandy beach, as shown in images above.

8 PROGRAM

IMPLICATIONS OF RELOCATION COST UNDER CURRENT REGULATIONS:

A preliminary analysis of implication of current regulations on relocation costs shows that:

- Under currently allowed density, it is possible to build up to 150 residential units.
- Under currently allowed commercial uses, it is possible to build up to 162,914sf of commercial space (retail/office/hotel/etc., in addition to residential program)
- Under current Floor Area Ratio (FAR), it is possible to build 814,572sf.
- The current FAR allows for each of the 150 residential units in a single-use development as the one to the east, to be up to a maximum average of 4,344sf.
- This density and relocation costs result in a cost incidence per residential unit of $668,500.00. This is not a feasible base incidence.
- 162,914sf of commercial space yield a hotel with meeting rooms, amenities and support program yields roughly 317 rooms. A first class hotel typically has 500 rooms.
- The base cost incidence in this scenario per hotel room is $63,100.00. Developing a hotel with this base cost incidence is unlikely under current market conditions.
- It is possible to build the currently allowed density and intensity without exceeding 3 stories in height.

CURRENT CONDITION ANALYSIS
WASTE WATER TREATMENT PLAN SITE

Total Acreage (WWT)	18.7 acres (814,572sf)
FAR	1
Developable area	814,572sf
Commercial area	20% (162,914sf)
Maximum Height	45’
Density	8du/ac
Projected Relocation Cost	$100,000,000.00
Cost Incidence per acre	$5,347,593.00
Cost incidence per unit	$668,500.00
Cost incidence per hotel room	$63,100
Millage rate (2011)	5.7384

Under current regulations, only 20% of the development may be dedicated to commercial uses (e.g. hotel/resort). This number reflects an 80% residential 20% commercial program split.

CURRENT CONDITION ANALYSIS
PRIVATELY OWNED SITE

Total Acreage	17.43 acres (+ submerged lands)
Developable area	759,250sf
Commercial area	151,850sf (20%)
Maximum Height	45’
Density	8du/ac
Cost Incidence per acre	$ Solely dependent on the cost of land and hard and soft development soft costs.

PRELIMINARY CONCLUSIONS:

• With projected relocation costs ranging between 70 and 110 million dollars, the base incidence for development is such that construction will unlikely be financially feasible even if the maximum development potential under the Future Land Use is allowed.
• A 1st class hotel typically has 500 rooms (although there are successful resorts that have less than 500 rooms). The current commercial allocation does not contemplate this size of facility.
• A 500 room hotel requires a minimum of 256,410sf. plus additional area for supporting uses (outside of those provided by hotel).
• If a hotel is built, under current regulations there would not be sufficient development intensity available to support additional commercial uses (restaurants, retail, etc.) critical to the success of the hotel.
• The allowed FAR is such that it is possible to increase density from 8du/ac to an average of 23du/ac without changing the overall built area currently permitted (i.e. without changing size of buildings allowed). Given the property's FAR of 1, the above figures would allow for 150 residential units at 4,344sf each. A more marketable unit size averaging 1,500sf per unit would yield 434 units.
• If the site is to be developed on its own, (i.e. without any financial assistance, an FAR of 7.5 (equal to half of Manhattan's) and appropriate mix of uses would be necessary to absorb the current land plus Waste Water Treatment plant relocation costs at market rate. *This type of intensity is not inconsistent with the City's character and community's desires, but unlikely to be marketable in the area.*
• *Current projected relocation costs will result in improbable interest on the site due to financial implications.* If the cost of relocating the plant is not addressed independently from development on the site, financial assistance (outlined here and further described in Chapter 9) is necessary.

PROPOSED DEVELOPMENT STRATEGY

There are numerous ways to finance and develop this site. This report outlines a simple option that is based on "removing" the plant relocation cost from the land transactions (sale & development). This is in essence a "land-cost-only" development scenario. As a simple example, when a house is sold, it is generally sold for its actual value, not for the value of the house plus the cost of building a new house elsewhere.

It is important to point out that this option contemplates the relocation cost, but forsees this relocation cost being absorbed by a combination of local, state and federal funds, FPUA bonds, and by the ultimate (and fundamentally) revenue generated by new development on the site overtime.

In this scenario, land value is estimated at a maximum of $21,000,000.00 (most probably 16.5 to 17.5 million in today's market).

Estimated Development Program Under Land-Cost-Only Scenario Consistent with the Community's Vision:

• A balanced mix of uses allowing:
  • Residential uses of up to 23du/ac
  • Four-story height for residential uses
  • Retail/Commercial uses in the form of a Neighborhood Center (per the industry's definition), of up to 45,000sf. This Neighborhood Center contemplates the demand for the entire Master Plan as proposed. This is proposed independently and in addition to hotel uses.
  • Up to two Hotels (limiting form, not intensity or height)

9 Financial Strategy

The decision to relocate the waste water treatment plant has a significant economic impact for the future of the area.

The Citizens' Master Plan for the area is a single, cohesive and integrated plan and its implementation and design are not dependent on financial or partnership arrangements between the two developable sites impacted (i.e. the Waste Water Treatment site and the vacant site to the east of it). This means that independently of the financial agreements or timing of development of either site, the principles embedded in the Citizen's Master Plan shall apply, and the result will be a cohesive and integrated network of streets and blocks as outlined in the Community's Vision.

Financial analysis scenarios conducted indicate that there is great benefit associated with planning and marketing both sites jointly. Combining the parcels as a "packaged proposal" broadens possibilities and increases the City's ability to attract a larger number of qualified developers.

General Conclusions:

Regarding Program and Development:

1) Development can occur on either buildable site independently (i.e. the Waste Water Treatment Plant site can be developed without participation of the adjacent vacant site. Financial studies conducted to prepare this report assume both single-site and combined site development scenarios). It is ideal, but not necessary to combine both sites to allow for the development envisioned for the area to occur). This statement is of ultimate importance as it has direct impact on programmatic allowances, increases relative to the maximum densities and intensities currently allowed, and the process established to determine such potential increases.

2) Development potential on the vacant site may be hindered until the decision to relocate the plant is officially adopted and funds identified; or until relocation efforts effectively commence.

3) A delay in the development of the vacant site could affect financing for the overall proposal and negatively impact the City's ability to attract development or fund improvements.

4) Increases in density and intensity are only necessary as a result of the cost of relocating the Waste Water Treatment Plant.

5) Increases in density and intensity for parcels other than the Waste Water Treatment Plant are proposed solely to: a) attract a use that was indicated as desireable by the community (i.e. a resort hotel); and b) to encourage physical improvements that are important and valuable to the residents of Fort Pierce.

6) Proposed uses, program, density and intensity should be defined within the parameters established in Chapter 8.

7) Increases in densities, intensities and height should only be allowed only in exchange for the implementation of the principles and uses as outlined in the community's vision.

Regarding Relocation Cost:

A number of development scenarios have been tested as part of this effort and are based on relocation costs ranging between **$70,000,000** and $**110,000,000***[1].

8) Cost of relocation expressed above, while accurate, is determined (for the purpose of this report) as a range. The exact relocation cost and will be determined by many factors, not the least of them being the economic environment at the time of construction. More accurate estimates cannot be exacted until an official decision to move the plant is made, a "relocation committee" or similar body is appointed and established, and an independent or public bidding process is entered into.

9) The cost to relocate the Waste Water Treatment Plan cannot be fully absorbed (i.e. recovered) by a simple land-sale transaction.

10) In order for to attract cost-feasible development (whether residential, commercial, or mixed), the land on which the Plant sits needs to be sold at its assessed value based and be based on actual development potential.

11) Based on the different development scenarios and relocation cost estimates, to position the City in a competitive negotiating process, ideal land value should range between 15% and 25% of the total estimated relocation costs (between $16,500,000.00 and $17,500,000.00*[2]). It is recommended that land value in the current market should not exceed $21,000,000.00

11) Cost of relocation will only increase with time (given the particular economic climate at the time this plan is being prepared).

Regarding Funding:

12) Funds identified for the upfront relocation costs include:

- Land sale revenues - 15% to 25% (*[2])
- Bond Financing (FPUA) (up to 60%)
- Regional, State and Federal Funding and Grants
- City/County/FPUA earmarked (current or future) funds
- TIFF funds (CRA)
- Special District and Plan Area Development Impact Fees
- Revenue from utilities
- Cash Reserves (if any)
- TPO funding (general transportation funds)
- EPA grants
- Brownfield funds
- Impact Fees, and
- Public-Private Partnerships
- Drinking Water State Revolving Fund
  http://www.dep.state.fl.us/water/wff/dwsrf/index.htm

1Costs as determined by CMHHILL report minus adjustments to reflect a reduced contingency fee and current land and construction costs.
**2 Land value reflects 2012 sales and construction estimates, and should be adjusted to reflect actual costs at the time of sale.*

- Water Infrastructure Trust Fund legislation (potential source)
- Climate Ready Estuaries Program (potential source)

13) Funds borrowed to relocate the Waste Water Treatment Plan (estimated between 55% and 70% of the projected relocation cost) and interest accrued is anticipated to be recovered over time by revenues derived from the increase in property tax assessments, tourism tax, sales tax, and customer base and demand for the waste water services provided by the new plant.

14) Bond financing will be needed to upfront relocation costs. This type of financing should be limited to prudent levels as determined by the City and FPUA. Given the current millage, at a proposed borrowing bonding level of 60% of the relocation cost, debt could be retired in approximately 17 years.

15) A Waste Water Treatment Relocation Fund and source of funds to be earmarked should be established immediately (ideally as a result, and concurrent with the approval of the Citizens' Master Plan).

16) Increased tax revenues resulting from the appraisal of the property itself due to the removal of the Plant, plus that generated overtime from resulting development shall constitute the main income stream to cover the cost of moving the plant.

17) Private funding is an option at the time of the sale. Developers may be required to finance a percentage of the relocation cost and either receive fee credits or reimbursements for the required advancement of funds.

It is expected that costs (both projected relocation costs, land values and construction costs) will proportionally change over time. It is therefore important to ensure that each funding mechanism proposed include a method for adjusting the amount of funding to reflect current costs at the time of construction.

10 NEXT STEPS

The Next Steps towards the implementation of the Citizens' Master Plan are as follows:

a) Adopt the Citizens' Master Plan

b) Establish a "Plant Relocation Committee"

The proposed Citizens' Master Plan builds in flexibility to allow quick response to changes in market conditions.
In order to properly track and adapt to these changing conditions and make the maximum use of federal, state and regional funding mechanisms, the City, County and FPUA need to establish a "Plant Relocation Committee". This committee shall be appointed by the board, or the City can rely on many of the already formed not-for-profit organizations that do similar work in the area.
This committee or not-for-profit organization needs to be appropriately funded and staffed, and its purpose is to work towards the imminent relocation of the Plant, exploring and pursuing the different funding mechanisms, establishing general financing policies, updating and adjusting relocation costs to the time of sale and implementation, and serving as an additional review board for any proposed development in the area.

c) Hire a retail/marketing/development specialist

The City seek needs to secure the services of a nationally-recognized retail/marketing/development specialist with proven experience and clients. This will contribute to appropriately position the City in a competitive negotiation level and effectively market the area and the Citizens' Master Plan.

d) Secure An Agreement With Adjacent Privately-Owned Parcel

The City must work towards a sale Agreement with the adjacent property owner. This does not imply the a purchase agreement. It is a simple agreement that outlines procedures and compensation if the City or private land owner successfully secure an offer for the purchase and development of both parcels jointly in accordance with the Citizens' Master Plan.

e) Amend Current Regulations As Follows:

• Amend the City's Comprehensive Plan to allow for the increased intensities and densities outlined in this report. This should be possible without the need to amend the Future Land Use Map Hutchinson Island Mixed Use designation if the language is modified to include the proposed matrix tieing increases to specific improvements.
• Create simple, area-specific, form based regulations. An option to creating a new form based code is to adopt and simply calibrate the Smart Code available at http://www.smartcodecentral.org. The Smart Code is available for free to all local governments. Calibration is a simple process done by many qualified town planners.
• Establish architectural design regulations that simply but clearly outline the desired style for the area. It is also possible to adopt basic Design Guidelines created by the Treasure Coast Regional Planning Council (available to local governments in the region for free for every vernacular architectural style), and amend them accordingly to establish as regulations.

It is important to note that given recent changes to Florida

Statutes Chapter 163.3177and Chapter 9J-5.016 of the Florida Administrative Code, it is anticipated that, while the study area is in a Coastal High Hazzard Area, many of the implications resulting from the proposed changes can be addressed at the local level. Additionally:

• Given the combined size and magnitude of the project, the City or developer could apply for a Development of Regional Impact. While potentially costly, there are expedited venues available for proposals consistent with the Regional Planning Council's Strategic Regional Policy Plan.

• No major capital outlays except for the obvious generated by the relocation of the Waste Water Treatment Plant are anticipated.

• No significant changes to Level of Service (LOS) on Seaway Drive is anticipated as this road and bridge have excess capacity today.

• All development and infrastructure (roadways, water, sewer), including proposed boardwalks and other civic and public improvements are designed to be privately funded, in exchange for increased development entitlements.

• The proposed program is such that impact to schools should not be substantive.

One Final Thought

The City of Fort Pierce should commend and be proud of its residents, business community, staff and elected officials. Planning "in the Public" is a lengthy and cumbersome process, but it is also a very rewarding one when a common vision is agreed upon. The predictability resulting from such process is a very powerful development tool that should not be underestimated, especially in difficult economic times. The experience that this City and its residents have creating, adopting, implementing and respecting a clear vision will be the guiding principle that make it possible to overcome the many challenges that moving the Waste Water Treatment Plan will certainly present.

The outcome will be certainly worth the effort, and the resulting built environment will not only be an asset to the residents, but a major component towards a more prosperous and resilient future for the City and the community as a whole.

Towards a Destination

A Community's Vision to Relocate the Fort Pierce Waste Water Treatment Plant



August 1st, 2012

CITY OF FORT PIERCE – MARCELA CAMBLOR & ASSOCIATES


March 2012
Over 200 Participated!

The Study Area



Why Plan for the Future?

The Importance of A Vision:

" A County and its cities need to decide what they want and then tell us. Do they want to grow out, grow up, or not at all? It's too hard, and too inefficient, for us to guess. Instead of defining what they do not want , communities must define what they do want to be."

Bill Angelo, Vice President – Real Estate and the Workplace for Sun Microsystems

To Move OR Not To Move…..













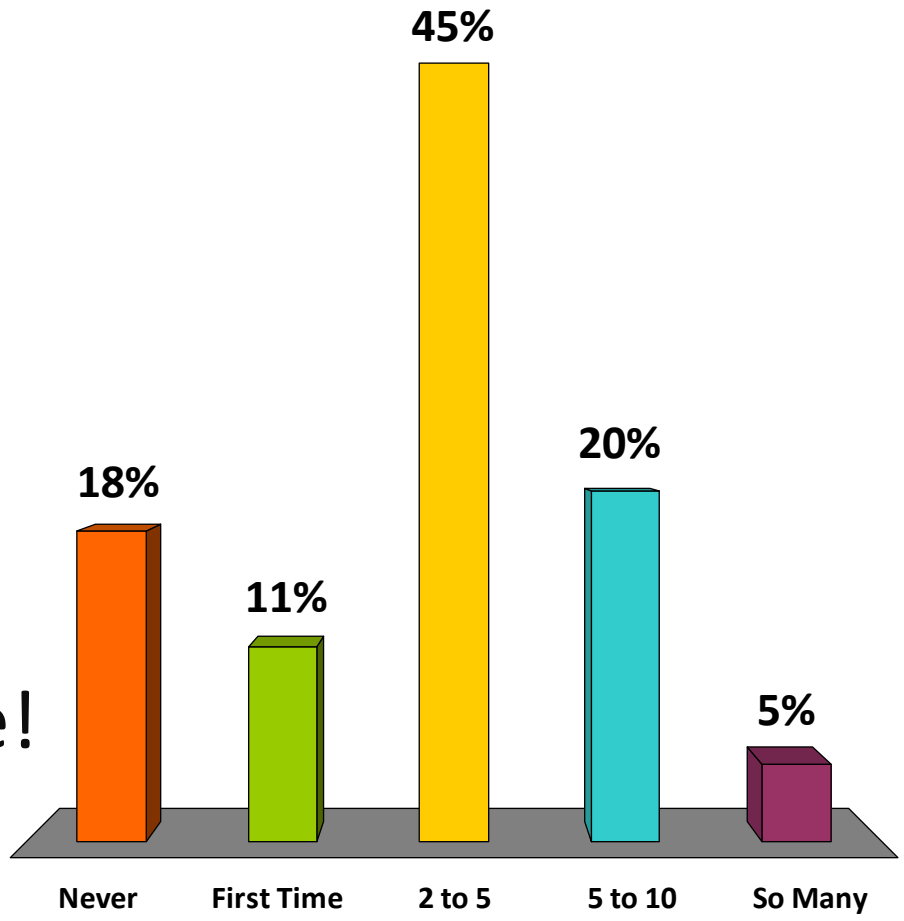





Linna + Catherine Lozano
1 When
2 Master Plan in Place
A Architecture
B Signage - Lighting
C Way finding
d Public Art
e Color/Design
f Bike path
- Overall design could include streets w/ Market type feeling - Retail - Bus
- Maybe a look @ Seaside and/or Katrina type housing
- An environmental concept for waste water removal
Nothing like HARBOUR Isle
NO RV Park
RETAIL
HOUS
POND
LIKE HOWKS KEY
RESORT, DUCK KEY
MARINA
PUBLIC ACCESS
Juan Carrucho
Bill McNeely
Bunny Evans
Barbara Eastern
Peter Hansen
FORT PIERCE'S WESTERN PENINSULA
A Community's Vision
March 17th, 2012
MARCELA CAMBLOR &
1. Formal entrance into district
8. Ferry from downtown Ft. Pierce
9. Preserve Museum point park
10 Water feature

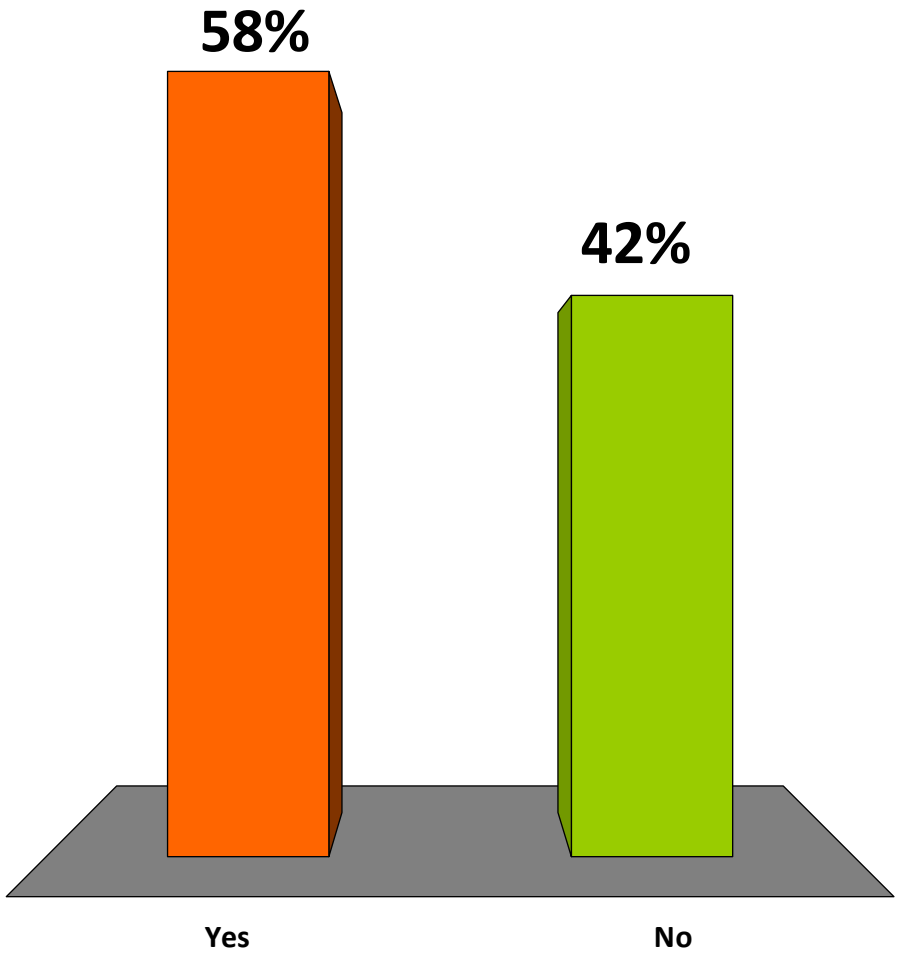
How Many Times Have You Participated In A Charrette?

1. Never
2. This Was My First Charrette
3. 2 to 5
4. 5 to 10
5. So Many I Should Be Running This Charrette!



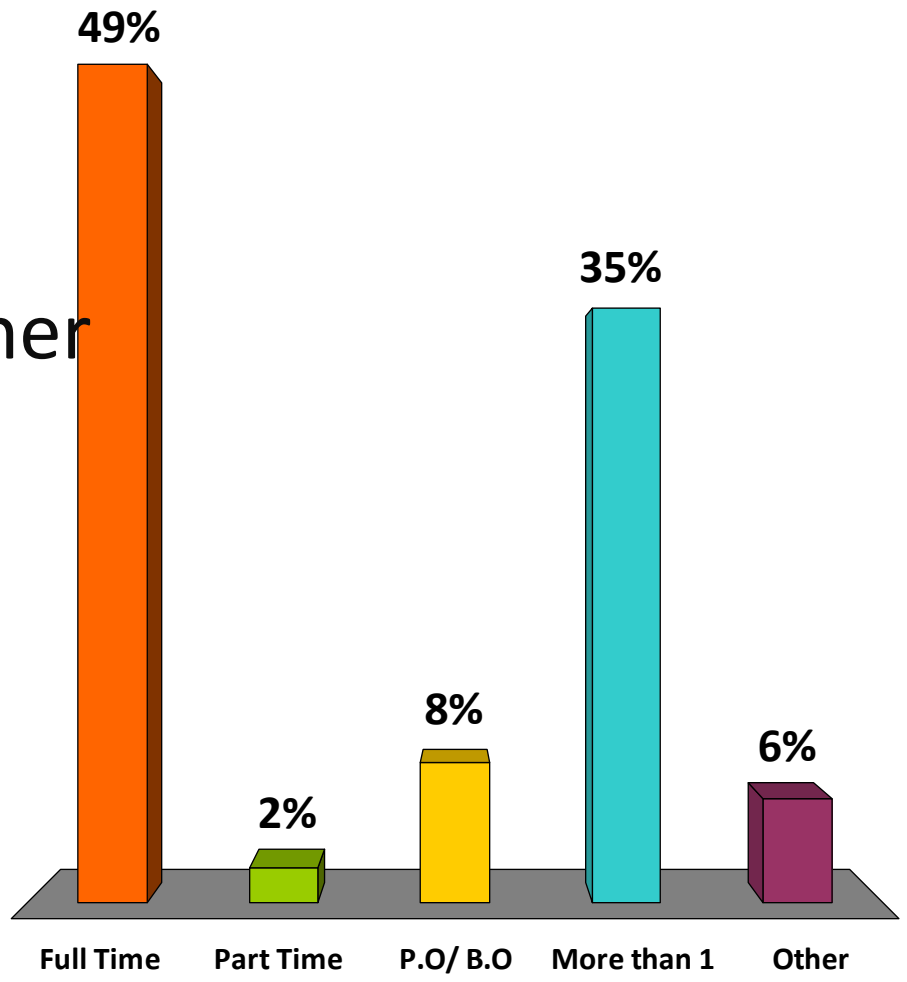
Did you attend/participate in the Charrette for the Waste Water Treatment Plant?

1. Yes
2. No



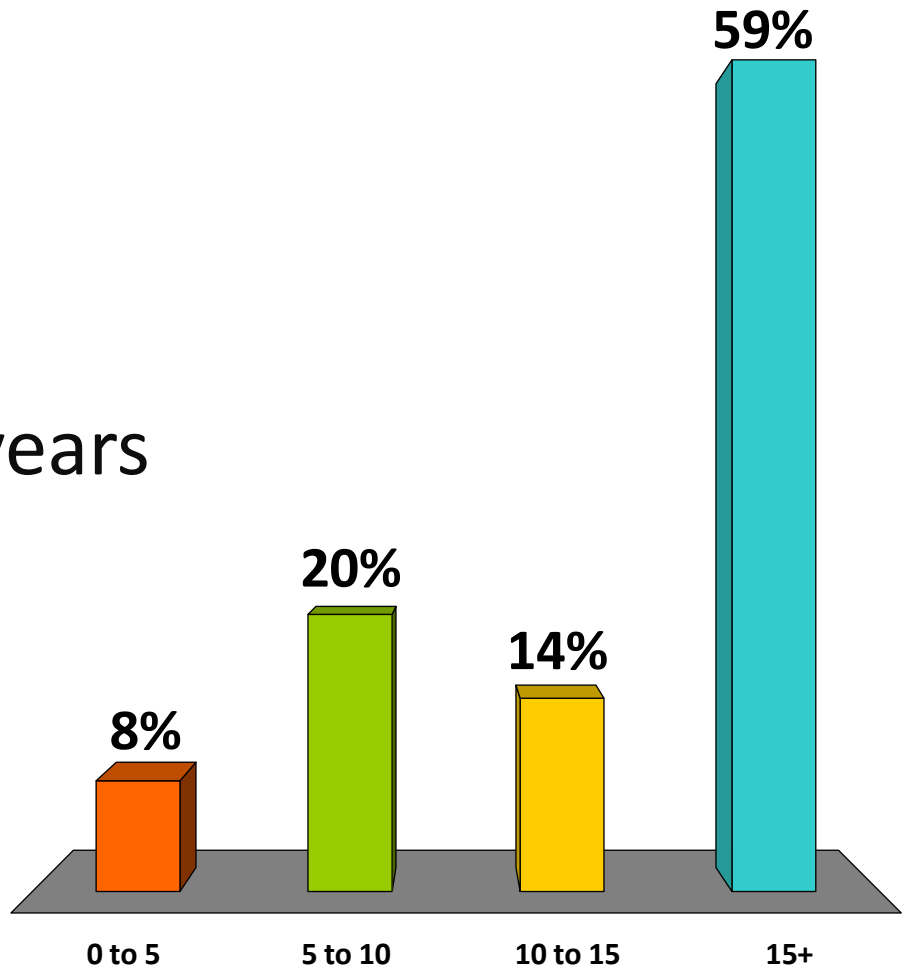
Which Best Describes Your Connection to Fort Pierce?

1. Full Time resident
2. Part Time Resident
3. Property/Business Owner
4. More Than One Option
5. Other



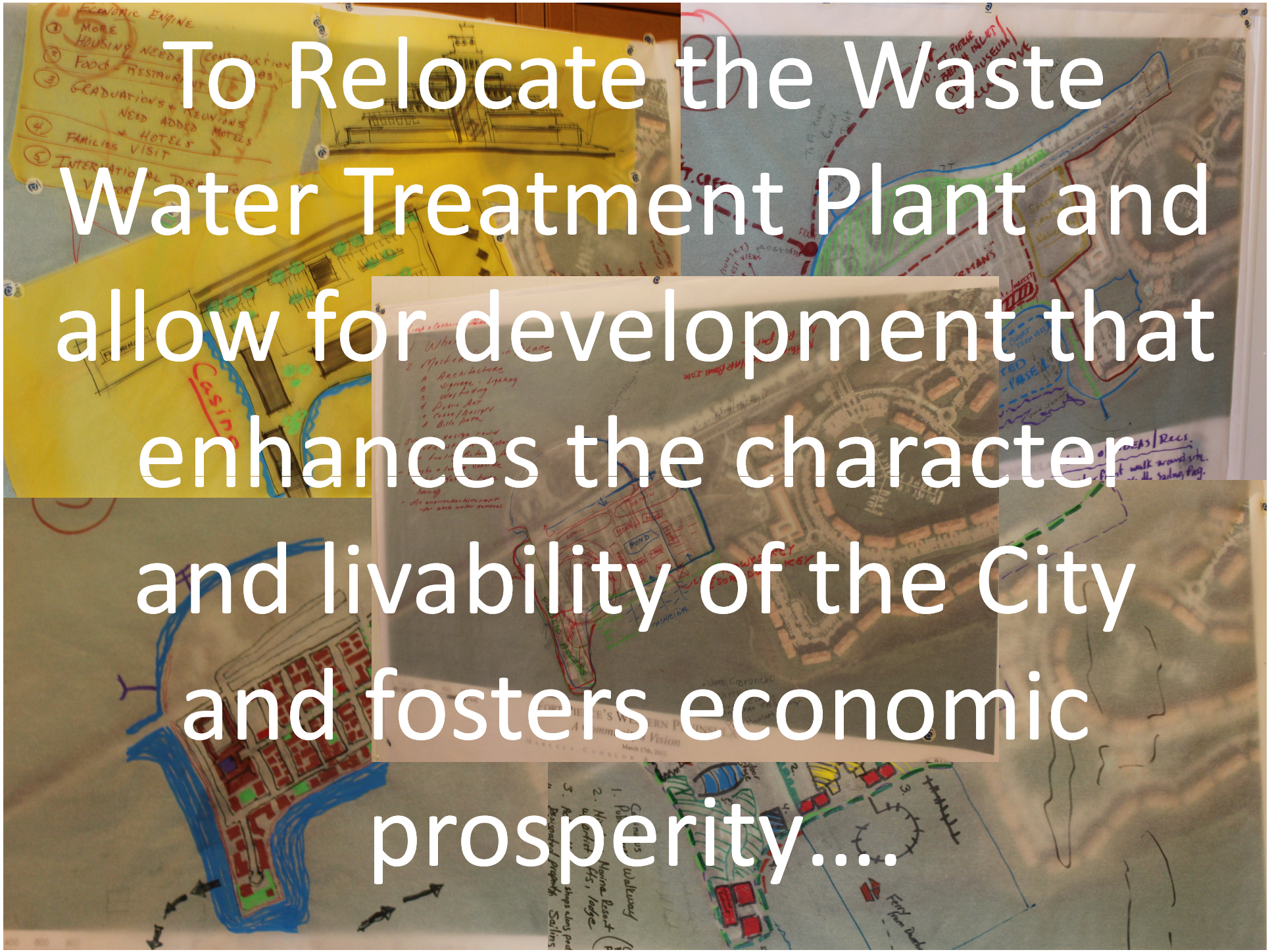
How Long Have You Been "Connected" To Fort Pierce?

1. 0 to 5 years
2. 5 to 10 years
3. 10 to 15 years
4. More than 15 years

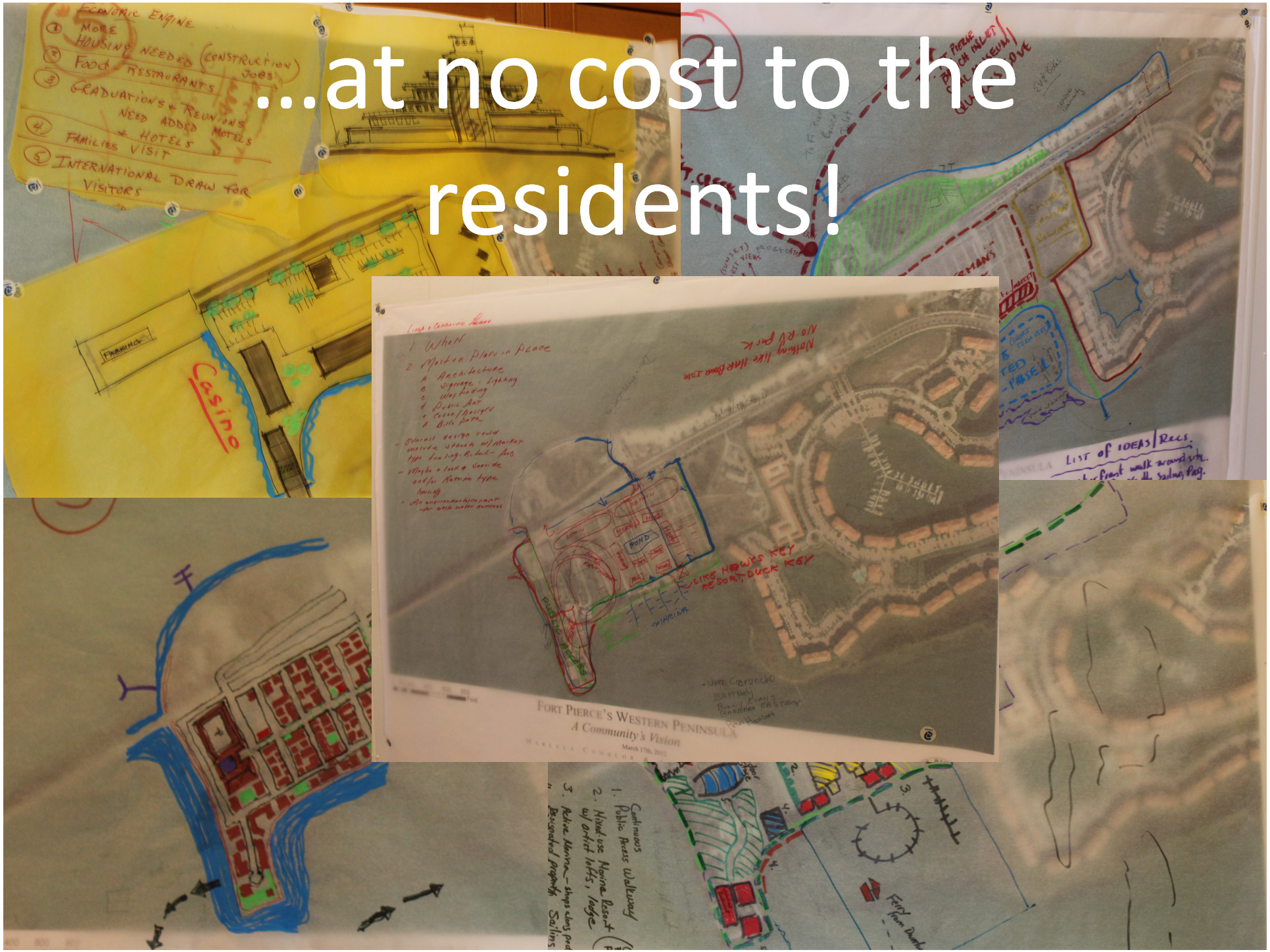


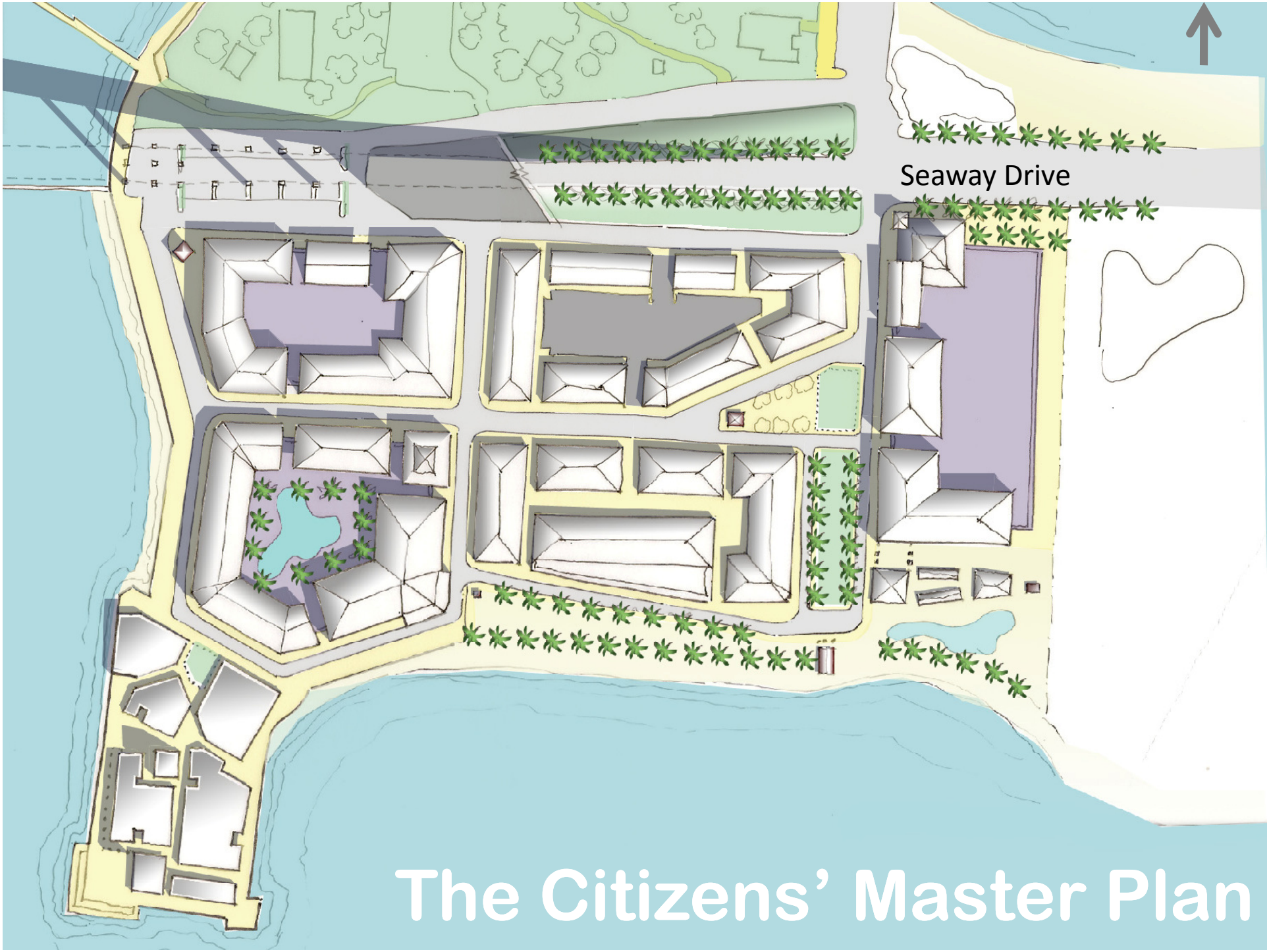
The Community's Vision For the Future:



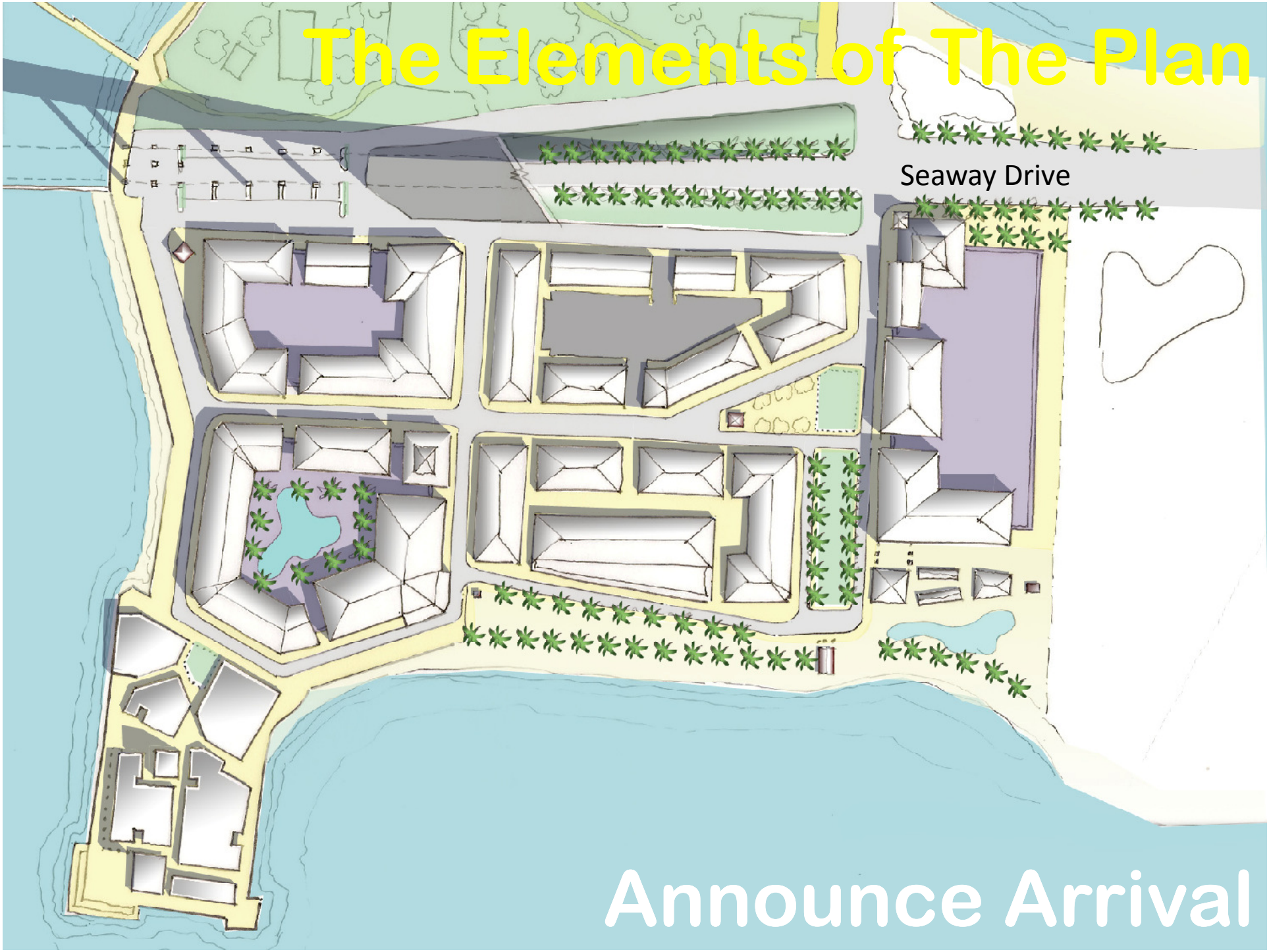

To Relocate the Waste Water Treatment Plant and allow for development that enhances the character and livability of the City and fosters economic prosperity….

...at no cost to the residents!

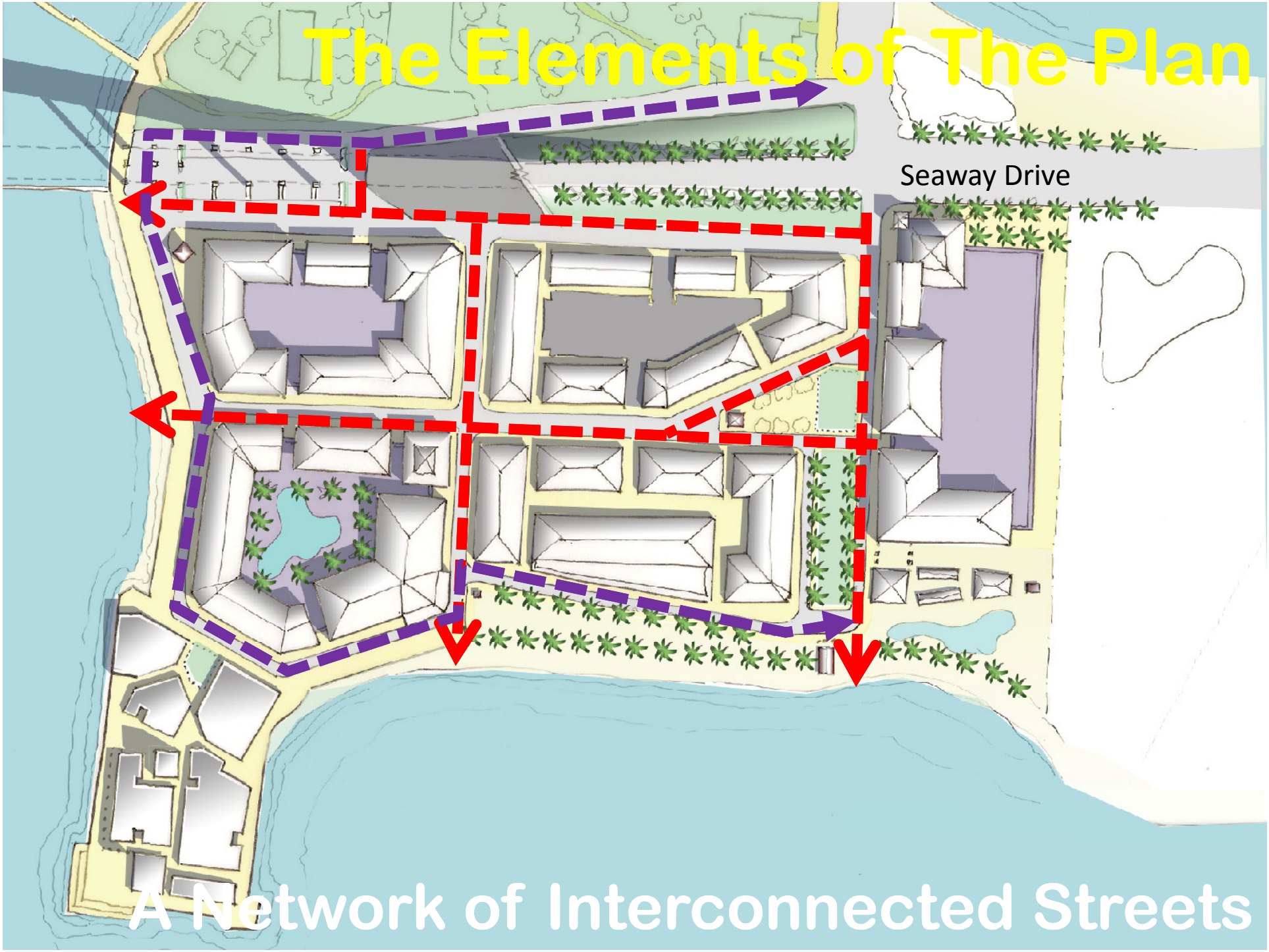



Seaway Drive
The Citizens' Master Plan

The Elements of The Plan






The Elements of The Plan
Seaway Drive
A Network of Interconnected Streets

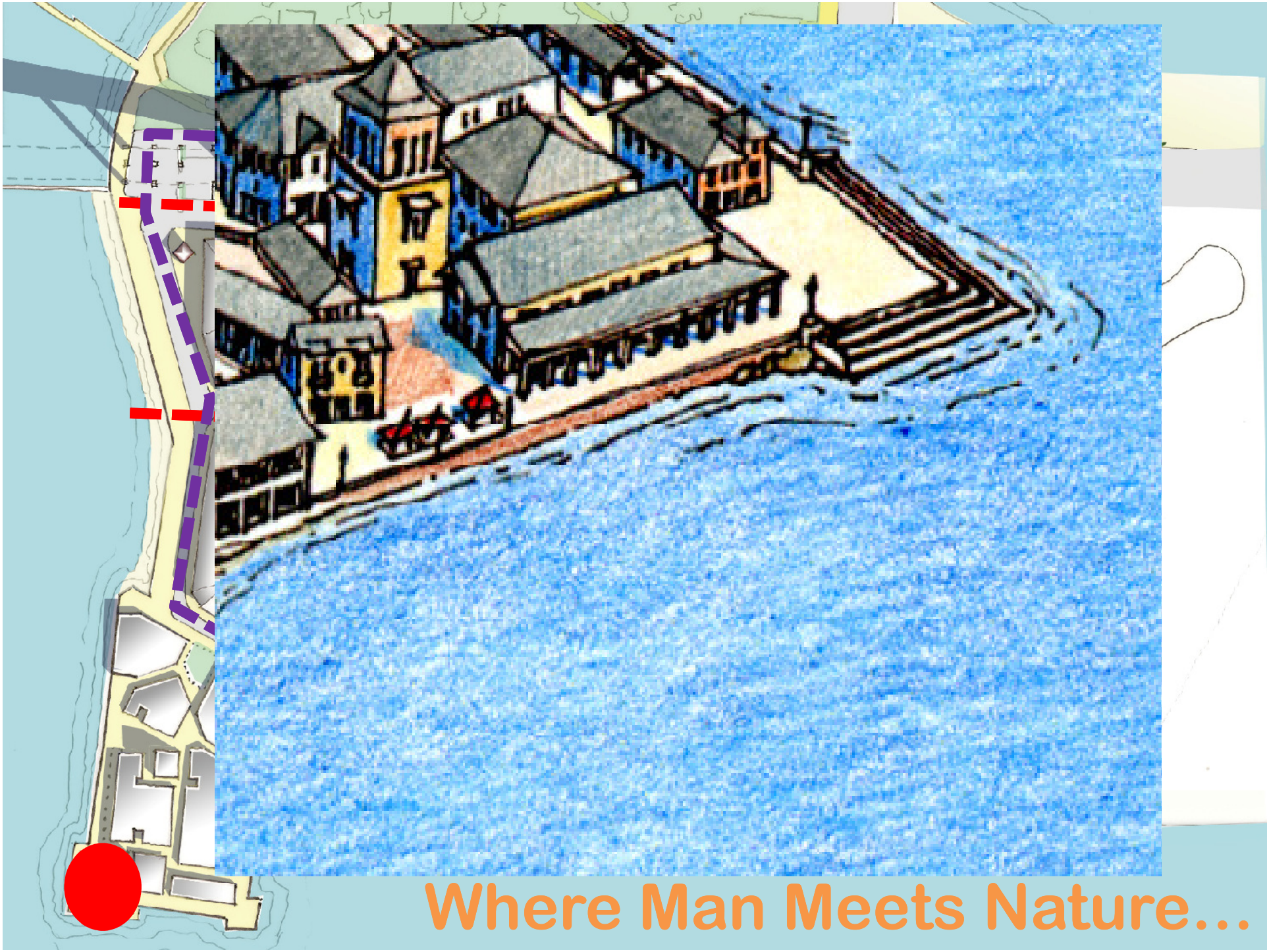


Endless Views



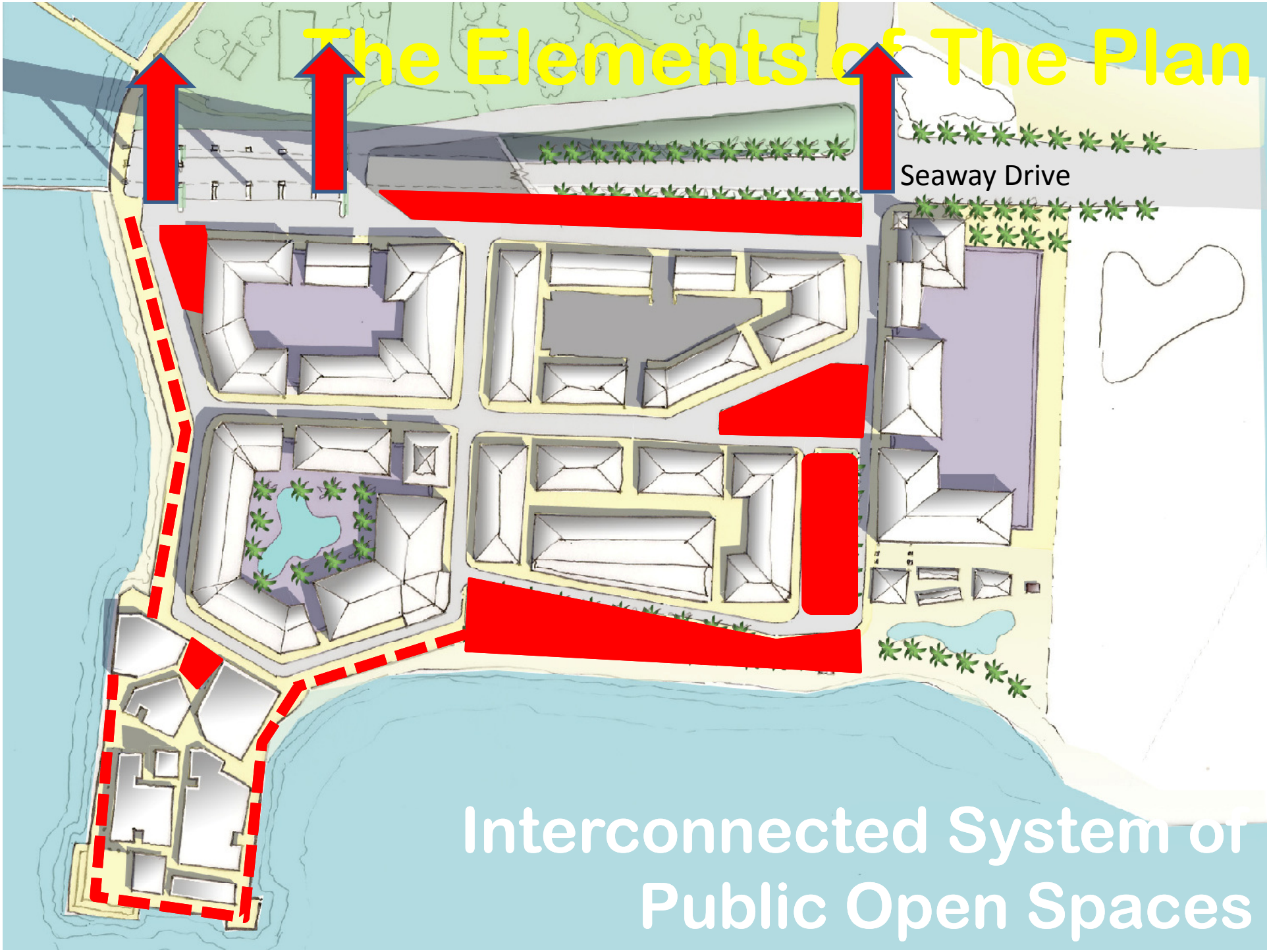
Where Man Meets Nature...

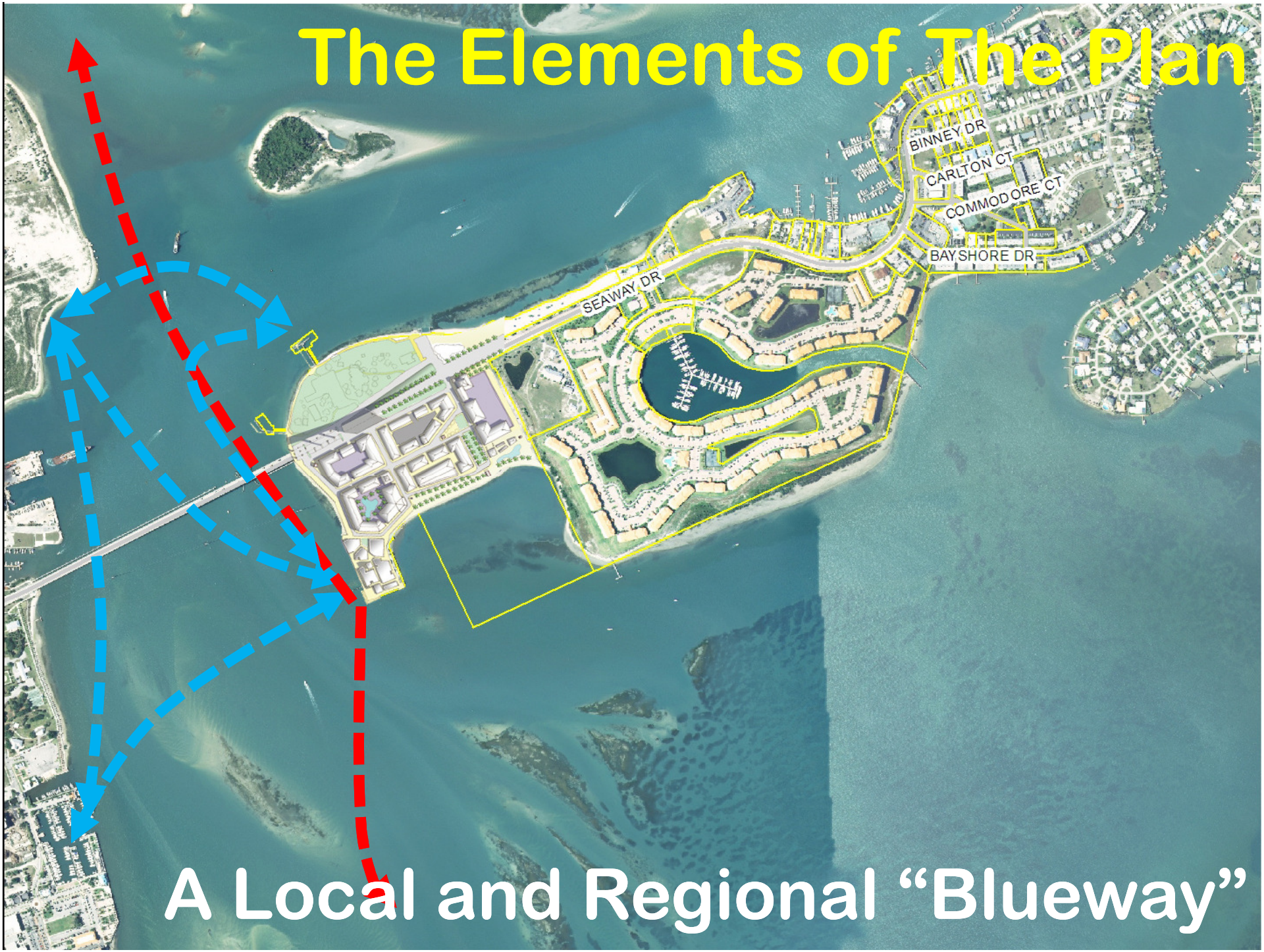

Plan
Where Man Meets Nature...


Where Man Meets Nature...


Segelschule Maschsee Nord
PASSION ORANGE
75




The Elements of The Plan
Seaway Drive
Interconnected System of
Public Open Spaces

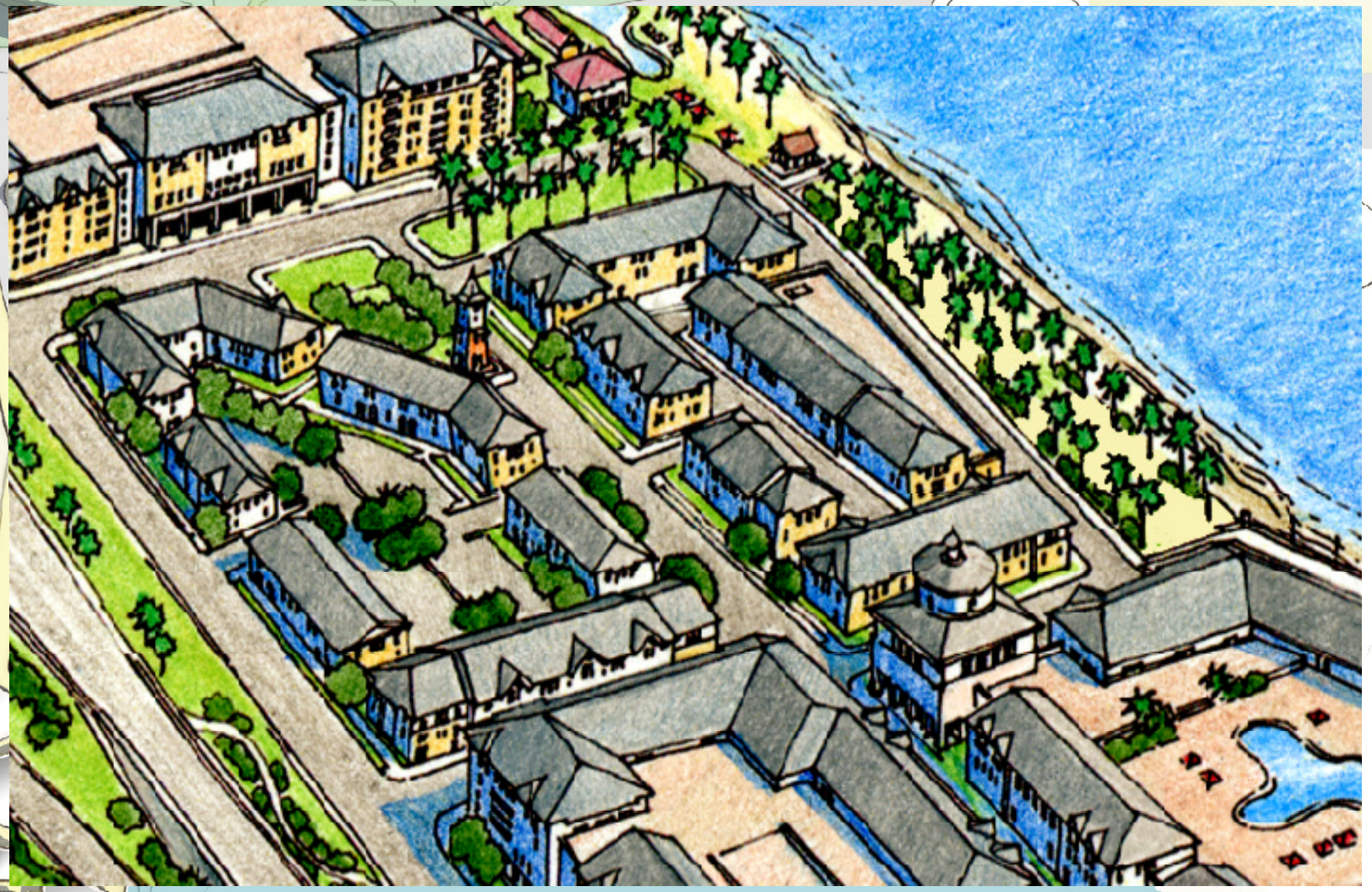

The Elements of The Plan
BINNEY DR
CARLTON CT
COMMODORE CT
BAY SHORE DR
SEAWAY DR
A Local and Regional "Blueway"

Taking Full Advantage of the Water





The Elements of The Plan



A Balanced Mix of Uses






STOP





The Elements of The Plan



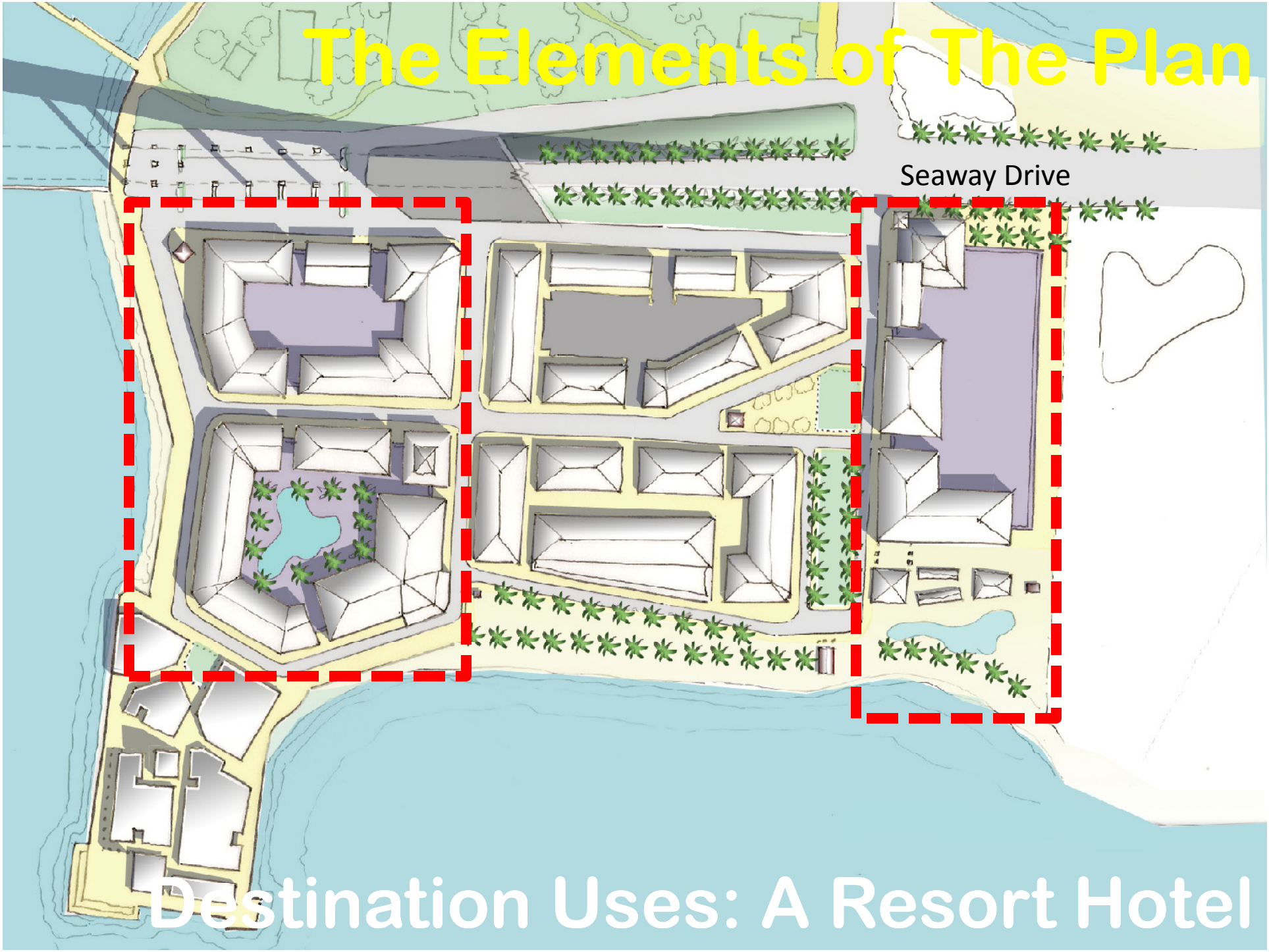
A “Beach Market”:
Complimentary Retail Uses



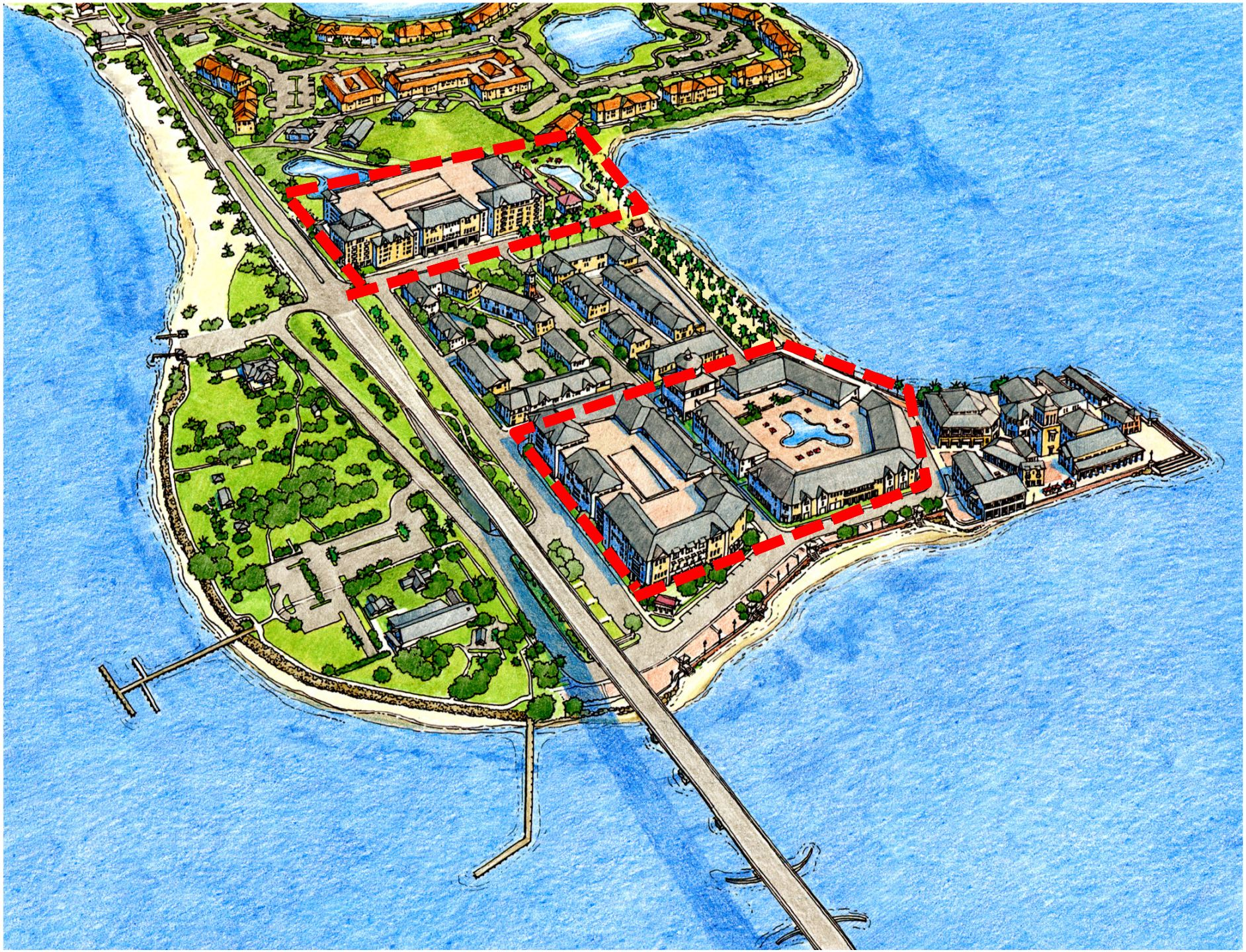



Insert Master Plan
A “Beach Market”:
Complimentary Retail Uses

The Elements of The Plan



Destination Uses: A Resort Hotel




Scale Comparison

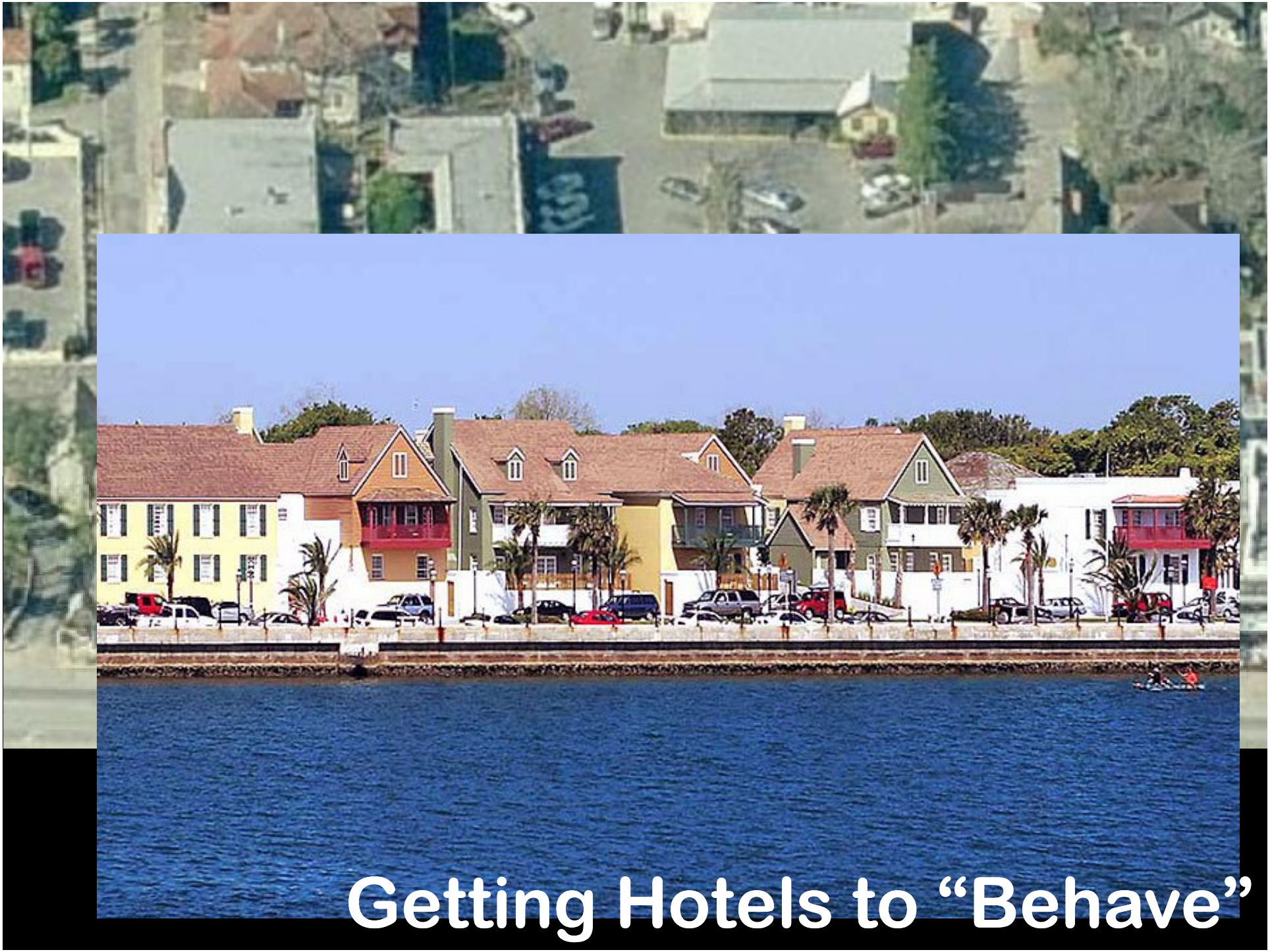


Scale Comparison


Getting Hotels to “Behave”



Getting Hotels to “Behave”



Getting Hotels to “Behave”





Research & Education Facilities


2404
3007
Sailing Center


Water Sports



Sea Port (The “Big Idea”)

Choose Your Future

Provide Flexibility to Attract What You Really Want



Fort Pierce is Not YET Established as a Sought After Resort Destination

- Pristine Environment
- Unique Beach and Park Conditions
- Impressive Civic Destinations
- A World-Class *(still untapped)* Downtown
- An Authentic "Beach Town"
- The Best Inlet in the Region
- A Strong Vision
- LEADERSHIP

Value And Bonus Matrix

Added Value	Description	Bonus Factor	Height Increase
Publicly Accessible Waterfront	- Minimum 50% - Every Addt'l 10%	1.75 1.1	Yes, **up to** 1 addtl' story
Parks and Public Open Spaces	- Within fabric - Waterfront	1.1 1.25	No
Resort Hotel	- With public ground level that engages the street	2	Yes TBD
Blueway	- Within fabric - Waterfront	1.5	No
Civic Buildings and Infrastructure	- Within fabric - Waterfront	1.5 1.75	Yes, **up to** 1 addtl' story
Public Parking (shielded)	- Surface - Structured	1.1 1.75	No

NOTE: The bonus factors shown here are merely depicted as examples. Actual bonus factors need to be determined at the time of either amending entitlements (preferred) or creating specific development regulations for this area. Also note that height increases are offered "across the board". Extense of height increments shall be determined in accordance to the value added.

The Vision Cannot Be Implemented Under Today's Regulations

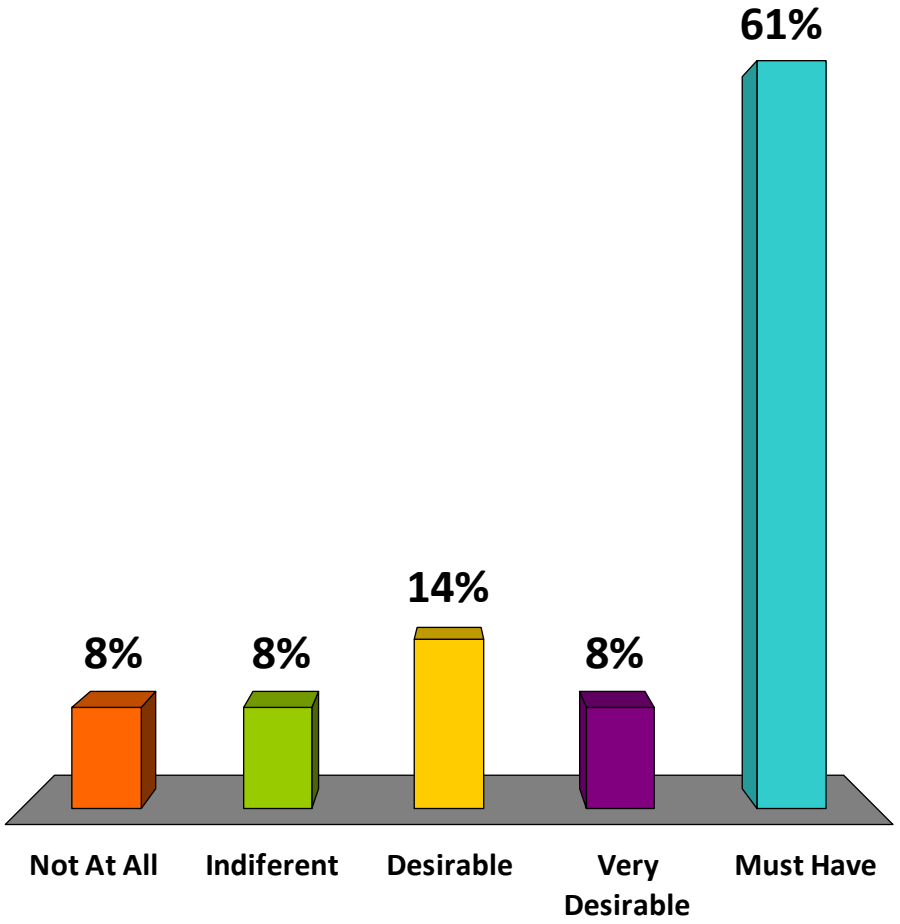
Choosing Your Future

On A Scale of 1 to 5 , with 1 being Not Desirable and 5 being Highly Desirable, Please Rate How Important the Elements of the Plan Are to You

Public Access to the Waterfront

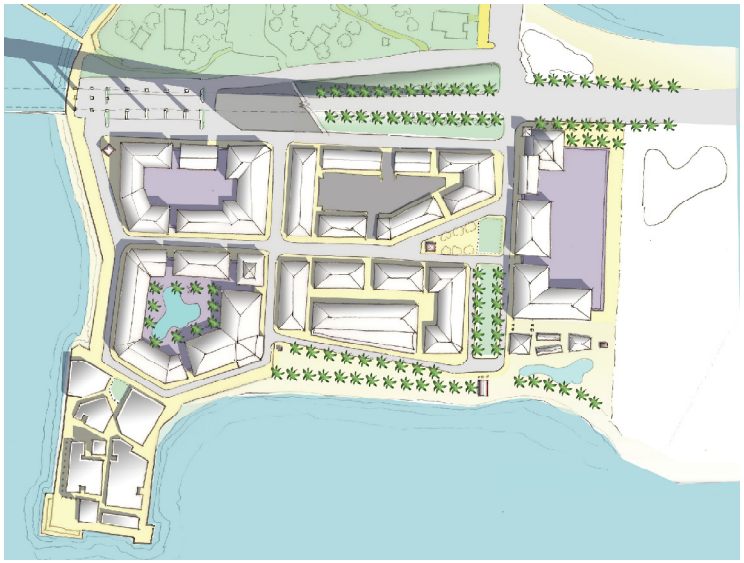
1. Not Desirable at all
2. Indifferent
3. Desirable
4. Very Desirable
5. Must Have!

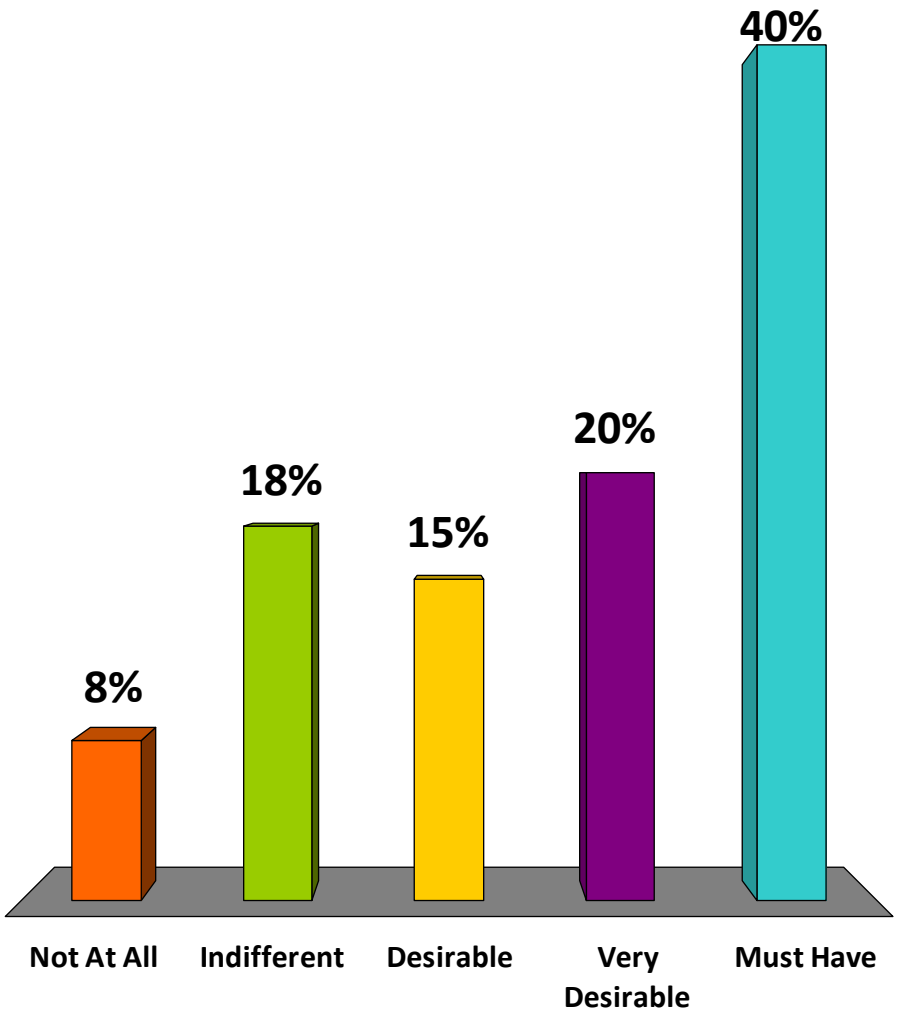




Interconnected, Open Network of Streets

1. Not Desirable at all
2. Indifferent
3. Desirable
4. Very Desirable
5. Must Have!

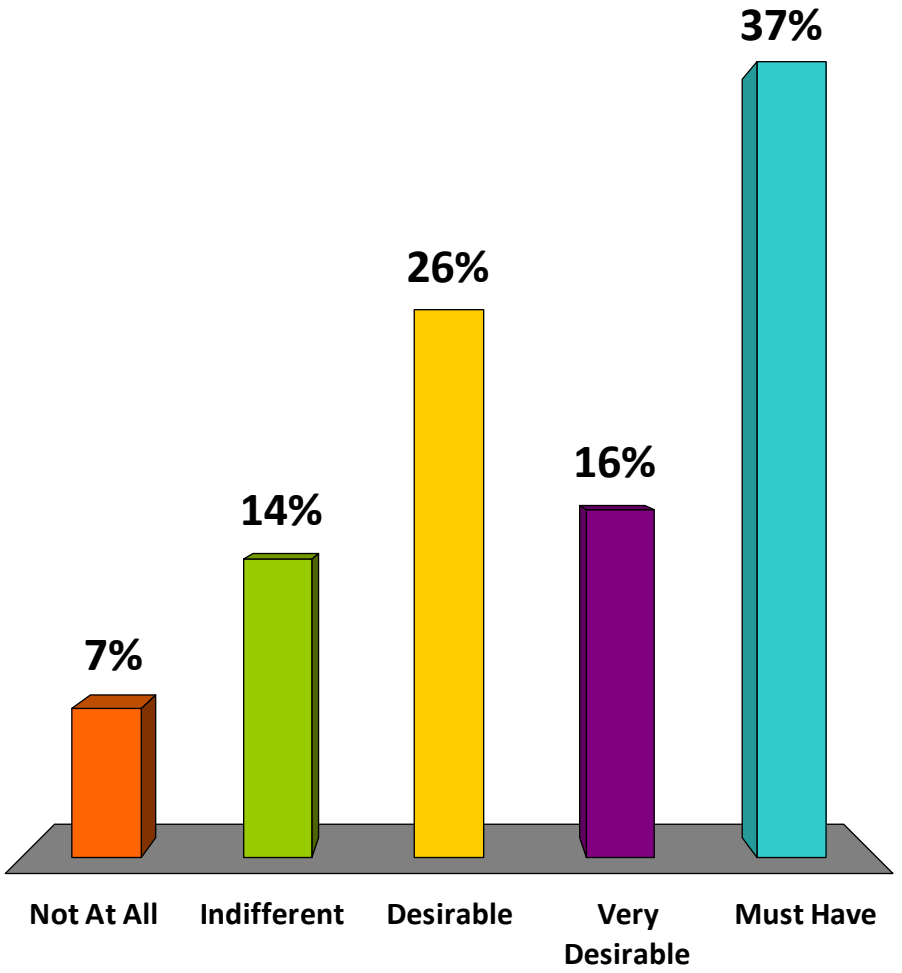




A Local & Regional Blueway

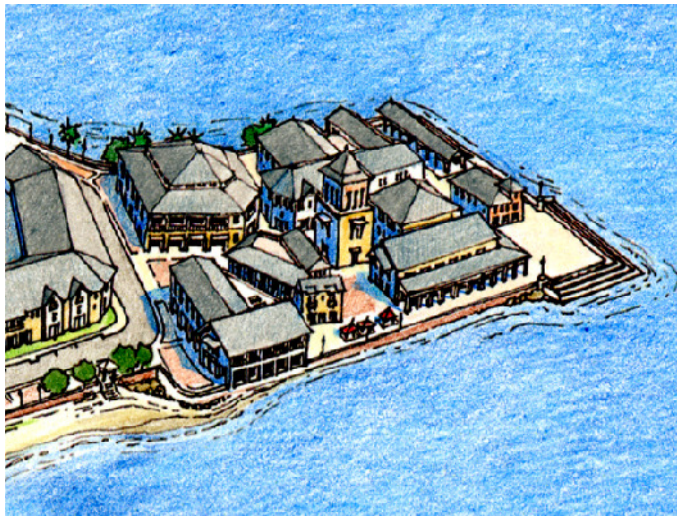
1. Not Desirable at all
2. Indifferent
3. Desirable
4. Very Desirable
5. Must Have!

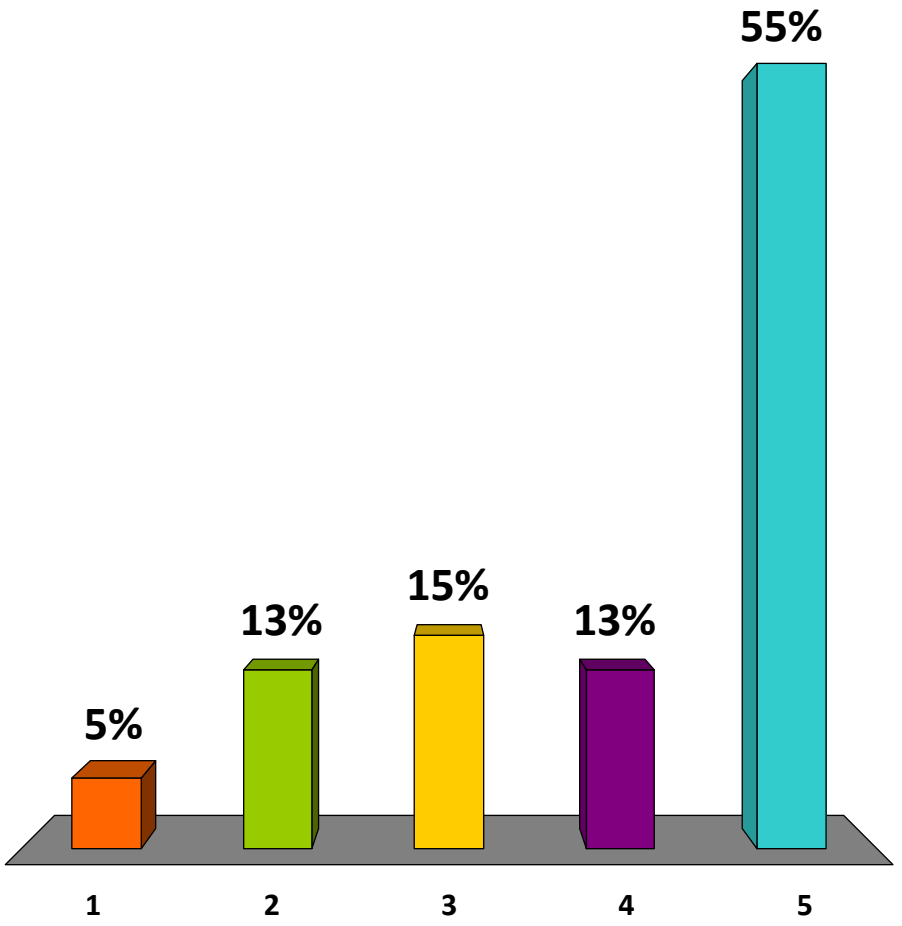




Destination Restaurants & Retail

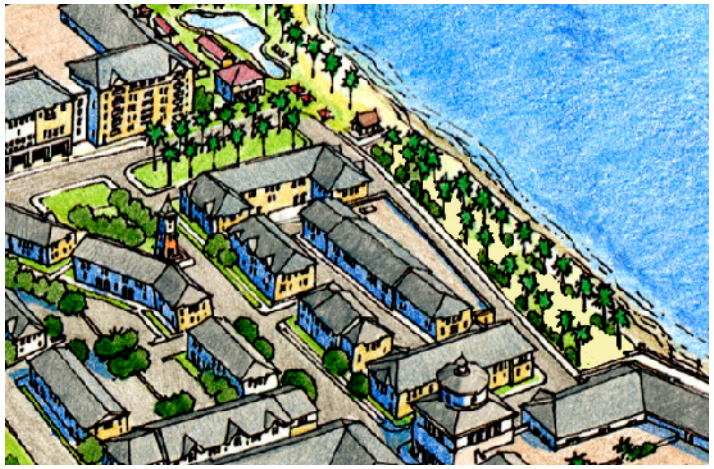
1. Not Desirable at all
2. Indifferent
3. Desirable
4. Very Desirable
5. Must Have!

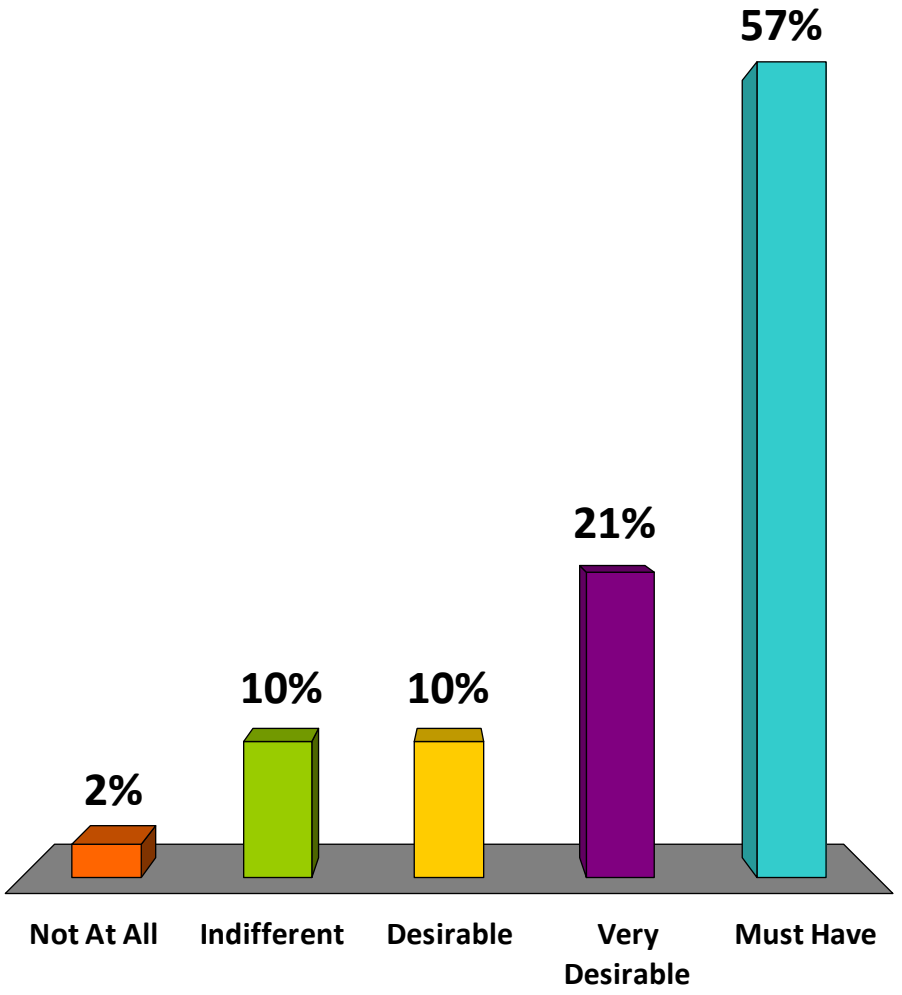




A Balanced Mix of Uses

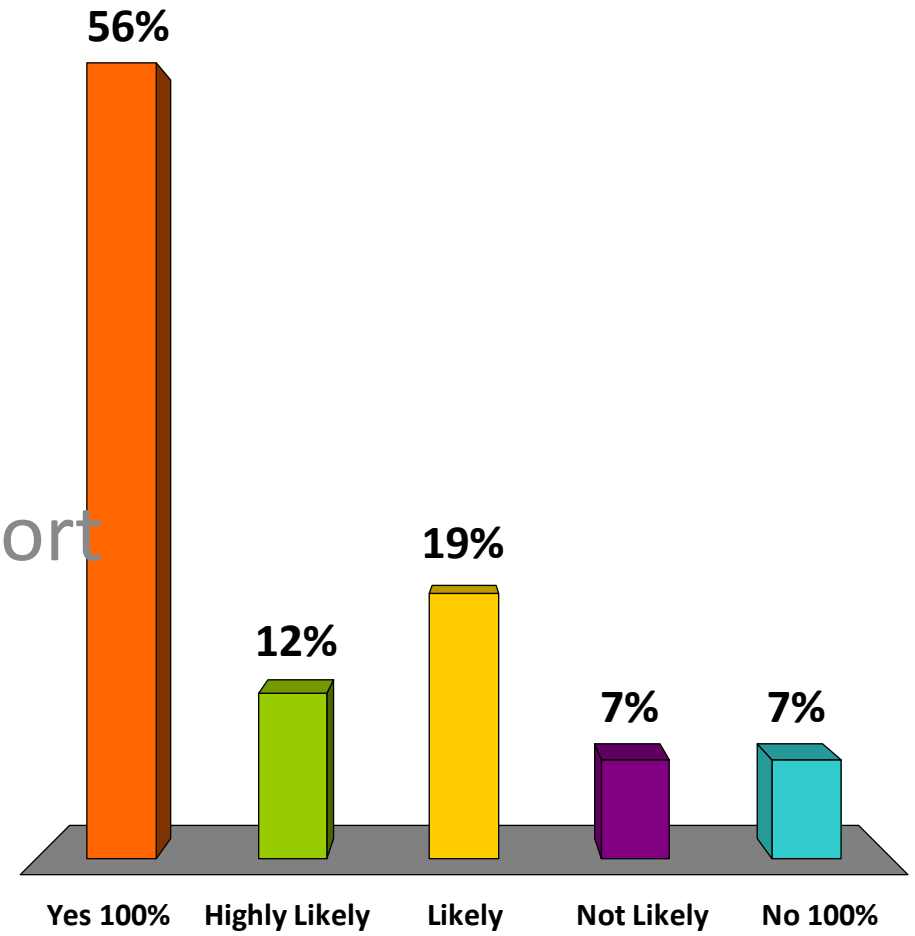
1. Not Desirable at all
2. Indifferent
3. Desirable
4. Very Desirable
5. Must Have!





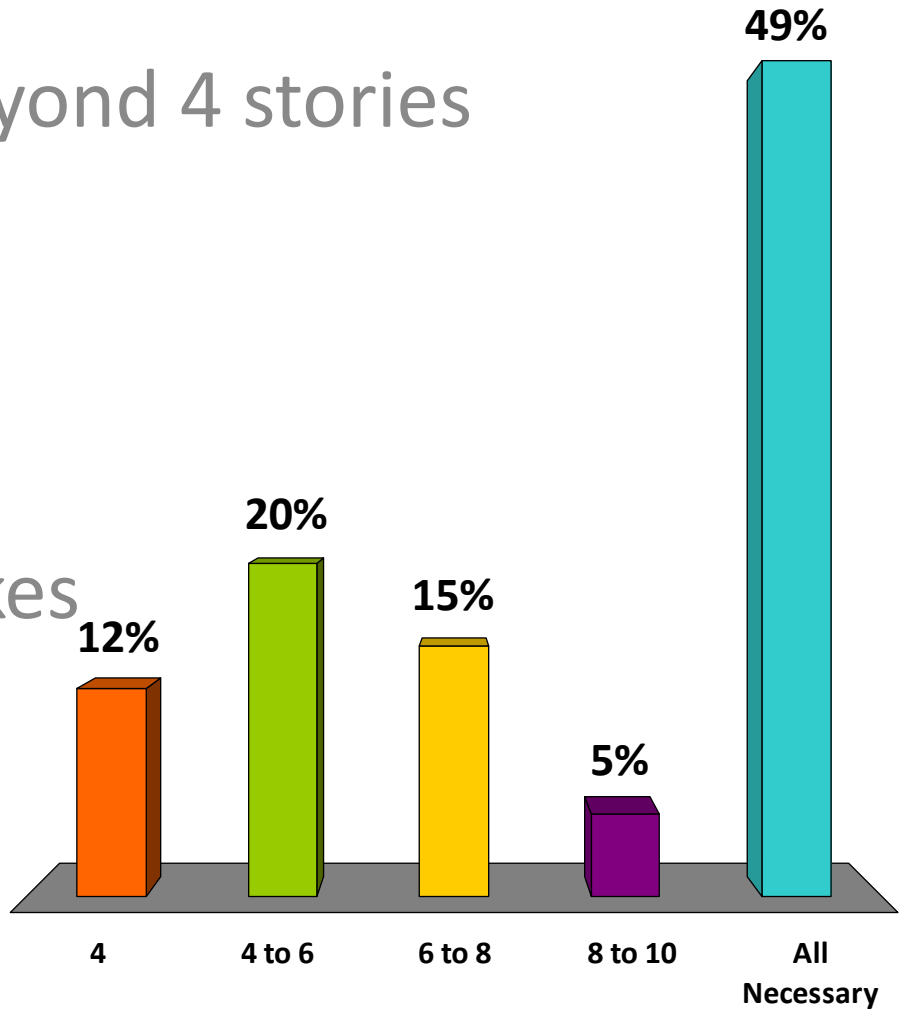
How likely Are You to Support Additional Height to Attract a Resort Hotel?

1. Would Support 100%
2. Highly Likely
3. Likely
4. Not Likely
5. Absolutely Won't Support



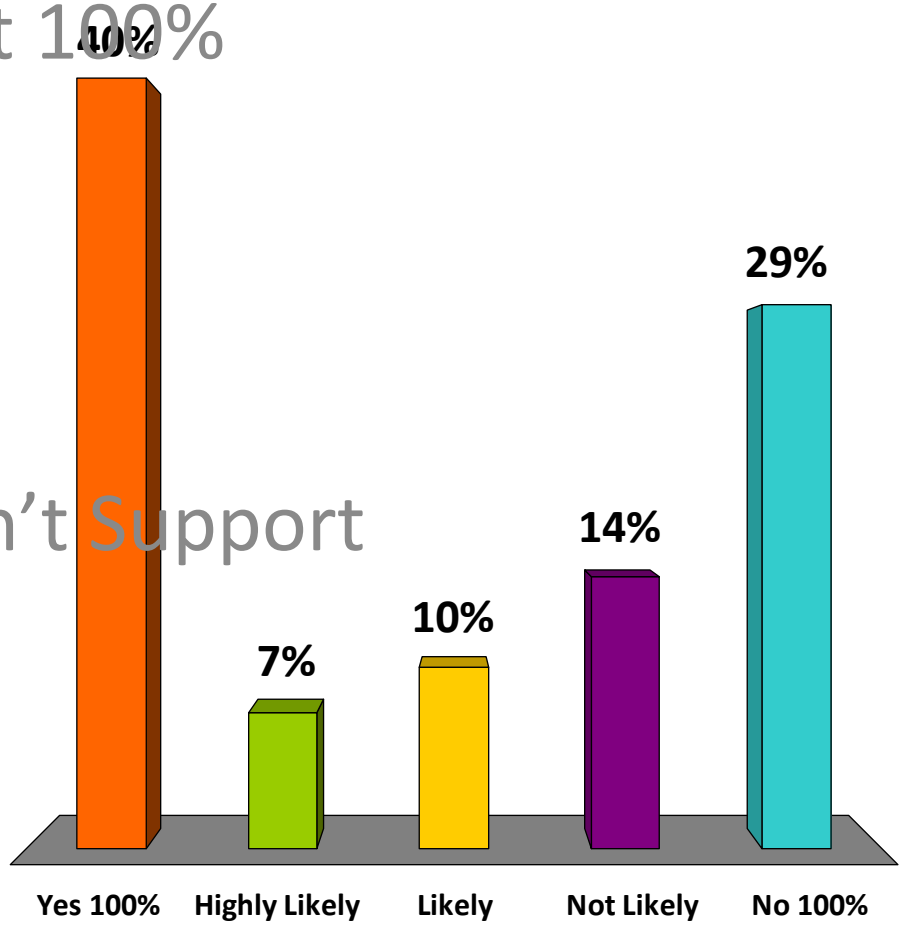
How Much Height Could You "Live" With? (for a Specific Hotel Use)

1. No Increase beyond 4 stories
2. 4 to 6 Stories
3. 6 to 8 Stories
4. 8 to 10 Stories
5. Whatever it takes



How likely Are You to Support Additional Height to Residential Uses?

1. Would Support 100%
2. Highly Likely
3. Likely
4. Not Likely
5. Absolutely Won't Support



About $

Current Condition Analysis
Waste Water Treatment Plan Site

Total Acreage (WWT)	18.7 acres (814,572sf)
FAR	1
Developable area	814,572sf
Commercial area	20% (162,914sf)
Maximum Height	45'
Density	8du/ac
Projected Relocation Cost	$100,000,000.00
Cost Incidence per acre	$5,347,593.00
Cost incidence per unit	$668,500.00
Cost incidence per hotel room	$63,100
Millage rate (2011)	5.7384

Under current regulations, only 20% of the development may be dedicated to commercial uses (e.g. hotel/resort). This number reflects an 80% residential 20% commercial program split.

Current Condition Analysis
Privately Owned Site

Total Acreage	17.43 acres (+ submerged lands)
Developable area	759,250sf
Commercial area	151,850sf (20%)
Maximum Height	45'
Density	8du/ac
Cost Incidence per acre	$ Solely dependent on the cost of land and hard and soft development soft costs.

- Current commercial allocation does not contemplate hotel needs.
- FAR is such that it is possible to increase density from 8du/ac to an average of 23du/ac without changing the overall built area currently permitted (i.e. without changing size of buildings allowed).
- If the site is to be developed on its own, (i.e. without any financial assistance, an FAR of 7.5 (equal to half of Manhattan's) would be necessary.

If the cost of relocating the plant is not addressed independently from development on the site, development will very likely be improbable.

Proposed Development Program (Land-Cost-Only Scenario) Consistent with the Community's Vision:

- Residential uses of up to 23du/ac
- Four-story height for residential uses
- Retail/Commercial uses in the form of a Neighborhood Center (per the industry's definition), of up to 45,000sf. This Neighborhood Center contemplates the demand for the entire Master Plan as proposed. This is proposed independently and in addition to hotel uses.
- Up to two Hotels (limiting form, not intensity or height)

Value And Bonus Matrix

Added Value	Description	Bonus Factor	Height Increase
Publicly Accessible Waterfront	- Minimum 50% - Every Addt'l 10%	1.75 1.1	Yes, **up to** 1 addtl' story
Parks and Public Open Spaces	- Within fabric - Waterfront	1.1 1.25	No
Resort Hotel	- With public ground level that engages the street	2	Yes TBD
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Civic Buildings and Infrastructure	- Within fabric - Waterfront	1.5 1.75	Yes, **up to** 1 addtl' story
Public Parking (shielded)	- Surface - Structured	1.1 1.75	No

NOTE: The bonus factors shown here are merely depicted as examples. Actual bonus factors need to be determined at the time of either amending entitlements (preferred) or creating specific development regulations for this area. Also note that height increases are offered "across the board". Extense of height Increments shall be determined in accordance to the value added.

Financial Strategy

Relocation cost estimated between
$70,000,000 and $110,000,000*

1) Exact relocation cost will be determined by many factors, (e.g. economic environment at the time of construction). More accurate estimates cannot be exacted until an official decision to move the plant is made, a “relocation committee” or similar body is appointed and established, and an independent or public bidding process is entered into.

2) The cost to relocate the Waste Water Treatment Plan cannot be fully absorbed (i.e. recovered) by a simple land-sale transaction.

3) In order for to attract cost-feasible development (whether residential, commercial, or mixed), the land on which the Plant sits needs to be sold at its assessed value based and be based on actual development potential.

4) Based on the different development scenarios and relocation cost estimates, to position the City in a competitive negotiating process, ideal land value should range between 15% and 25% of the total estimated relocation costs (between $16,500,000.00 and $17,500,000.00). It is recommended that land value in the current market should not exceed $21,000,000.00

5) Cost of relocation will only increase with time (given the particular economic climate at the time this plan is being prepared).

6) The proposed program anticipates recovering relocation costs in 16 to 20 years.

Funding

- Land sale revenues - 15% to 25% (*2)
- Bond Financing (FPUA) (up to 60%)
- Regional, State and Federal Funding and
- Grants
- City/County/FPUA earmarked (current or future) funds
- TIFF funds (CRA)
- Special District and Plan Area Development
- Impact Fees
- Revenue from utilities
- Cash Reserves (if any)
- TPO funding (general transportation funds)
- EPA grants
- Brownfield funds
- Impact Fees, and
- Public-Private Partnerships
- Drinking Water State Revolving Fund, Water Infrastructure Trust Fund Legislation; Climate Ready Estuaries Program


• Adopt The Citizens' Vision
• Establish a "Plant Relocation Committee"
• Hire a Retail/Marketing Specialist
• Amend Current Regulations
• Enter into and Agreement with Adjacent Property Owner
Next Steps


Questions/
Comments



GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

NORTH

LEGEND

(C)	PLAT DATA.	℄	CENTERLINE
(C)	CALCULATED FROM FIELD MEASUREMENTS	P/L	PROPERTY LINE
(D)	DEED	No.	NUMBER
(O)	ORDINANCE	TYP.	TYPICAL
P.O.C.	POINT OF COMMENCEMENT	EL.	ELEVATION
P.O.B.	POINT OF BEGINNING	INV.	INVERT
P.L.S.	PROFESSIONAL LAND SURVEYOR	CONC	CONCRETE
L.B.	LICENSED BUSINESS	CATV	CABLE TELEVISION
PRM	PERMANENT REFERENCE MONUMENT	SQ.	SQUARE
IRAC	5/8" IRON ROD & CAP	FT.	FEET
C.M.	CONCRETE MONUMENT	INFO.	INFORMATION
IR	IRON ROD	TOB	TOP OF BANK
FND	FOUND	OHU	OVERHEAD UTILITIES
O.R.B.	OFFICIAL RECORDS BOOK	PP	WOOD POWER POLE
PB	PLAT BOOK	FH	FIRE HYDRANT
PG	PAGE	V	VALVE
DB	DEED BOOK	MH	DRAINAGE MANHOLE
Δ	CENTRAL ANGLE	SMH	SANITARY MANHOLE
R	RADIUS	HH	HAND HOLE
L	ARC LENGTH	WPP	WOOD POWER POLE
CB	CHORD BEARING	CPP	CONCRETE POWER POLE
CD	CHORD DISTANCE	WELL	WELL
UGE	UNDERGROUND ELECTRIC	CATV	CABLE TV JUNCTION BOX
UG AT&T	UNDERGROUND AT&T	SIGN	SIGN
R/W	RIGHT OF WAY	SCO	SANITARY CLEAN OUT
A/C	AIR CONDITIONING	WM	WATER METER
CBS	CONCRETE BLOCK STRUCTURE	LP	LIGHT POLE
W/	WATER MAIN		
U.E.	UTILITY EASEMENT		
D.E.	DRAINAGE EASEMENT		
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION		

NOTES

1) REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS, BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED, WITHOUT CONSENT OF THE SIGNING PARTY OR PARTIES.
3) DESCRIPTION SHOWN HEREON PROVIDED BY THE CLIENT AND/OR THEIR AGENT. THE DESCRIPTION IS BASED ON DEED BOOK 238, PAGE 24 AND DEED BOOK 127, PAGE 253, AND IS FROM THE ST. LUCIE COUNTY PROPERTY APPRAISER'S WEB SITE.
4) UNDERGROUND UTILITIES, UTILITY SERVICES, FOUNDATIONS AND IMPROVEMENTS WERE NOT LOCATED AS PART OF THIS SURVEY.
5) OVERALL PARCEL CONTAINS 9.299 ACRES, MORE OR LESS. AREA DOES NOT INCLUDE BULKHEADED LANDS THAT EXTEND BEYOND DEED.
6) THE LAST DATE OF FIELD WORK WAS AUGUST 5, 2013.
7) THE CENTERLINE OF STATE ROAD A1A, SEAWAY DRIVE IS ASSUMED TO BEAR NORTH 62°29'37" EAST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
8) LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENTS, DEED RESTRICTIONS, OR MURPHY ACT DEEDS. THIS INFORMATION SHOULD BE OBTAINED THROUGH APPROPRIATE TITLE VERIFICATION.
9) THE FOLLOWING SOURCES WERE REFERENCED AS A PART OF THIS SURVEY: 1. STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP A1A ST. LUCIE COUNTY, SECTION 64050-2609 DATED NOVEMBER, 1969. 2. STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP PROJECT 1137, ROAD NO. 162, SECTION 9405-302, DATED 1938. 3. STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP PROJECT NO. DA-NR-38, DATED 1944, RECORDED IN PLAT BOOK 22, PAGE 14, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA. 3. CITY OF FORT PIERCE, FLORIDA ORDINANCE NUMBERS "D-185 AND D-194".
10) THE MEAN HIGH WATER LINE WAS NOT LOCATED AS A PART OF THIS SURVEY AT THE REQUEST OF THE CLIENT.
11) IMPROVEMENTS WERE NOT LOCATED AS A PART OF THIS SURVEY AT THE REQUEST OF THE CLIENT.

DESCRIPTION

FROM THE SECTION CORNER COMMON TO SECTIONS 3, 4, 9 AND 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, RUN THENCE EAST 2240 FEET; THENCE NORTH 720 FEET; THENCE NORTH 70° 58-1/2' EAST, 1200 FEET; THENCE SOUTH 19°01-1/2' EAST, 85 FEET, TO A POINT IN THE CENTER OF CAUSEWAY BRIDGE; THENCE NORTH 70°16' EAST, 2009.5 FEET TO A CROSS MARK IN THE DECK NEAR THE EAST END OF CAUSEWAY BRIDGE AND THE POINT OF BEGINNING, OF THE LANDS HEREIN DESCRIBED:

FROM SAID POINT OF BEGINNING RUN SOUTH 20°50' EAST, 760 FEET TO A POINT; THENCE NORTH 89°34'00" EAST, 526.06 FEET, TO A POINT; THENCE NORTH 20°17'30" EAST, 141.55 FEET TO A POINT ON THE ORIGINAL SHORELINE OF CAUSEWAY ISLAND, THENCE SAME BEING THE SOUTHEASTERLY CORNER OF THE LANDS CONVEYED BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, OF THE STATE OF FLORIDA TO THE FORT PIERCE INLET DISTRICT, BY DEED RECORDED IN DEED BOOK 127, PAGE 253, ST. LUCIE COUNTY, FLORIDA, PUBLIC RECORDS; THENCE NORTH 24°55'30" WEST, 878.66 FEET TO A POINT; THENCE SOUTH 64°50' WEST, 525.0 FEET, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE EXISTING RIGHT OF WAY FOR STATE ROAD A1A. TOGETHER WITH ALL ACCRETED LANDS LYING WESTERLY OF THE WEST LINE OF THE ABOVE DESCRIBED PARCEL.

MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556

SIGNATURE DATE:

JOB # 12-179.1

BOUNDARY SURVEY

WASTEWATER TREATMENT PLANT

PREPARED FOR:

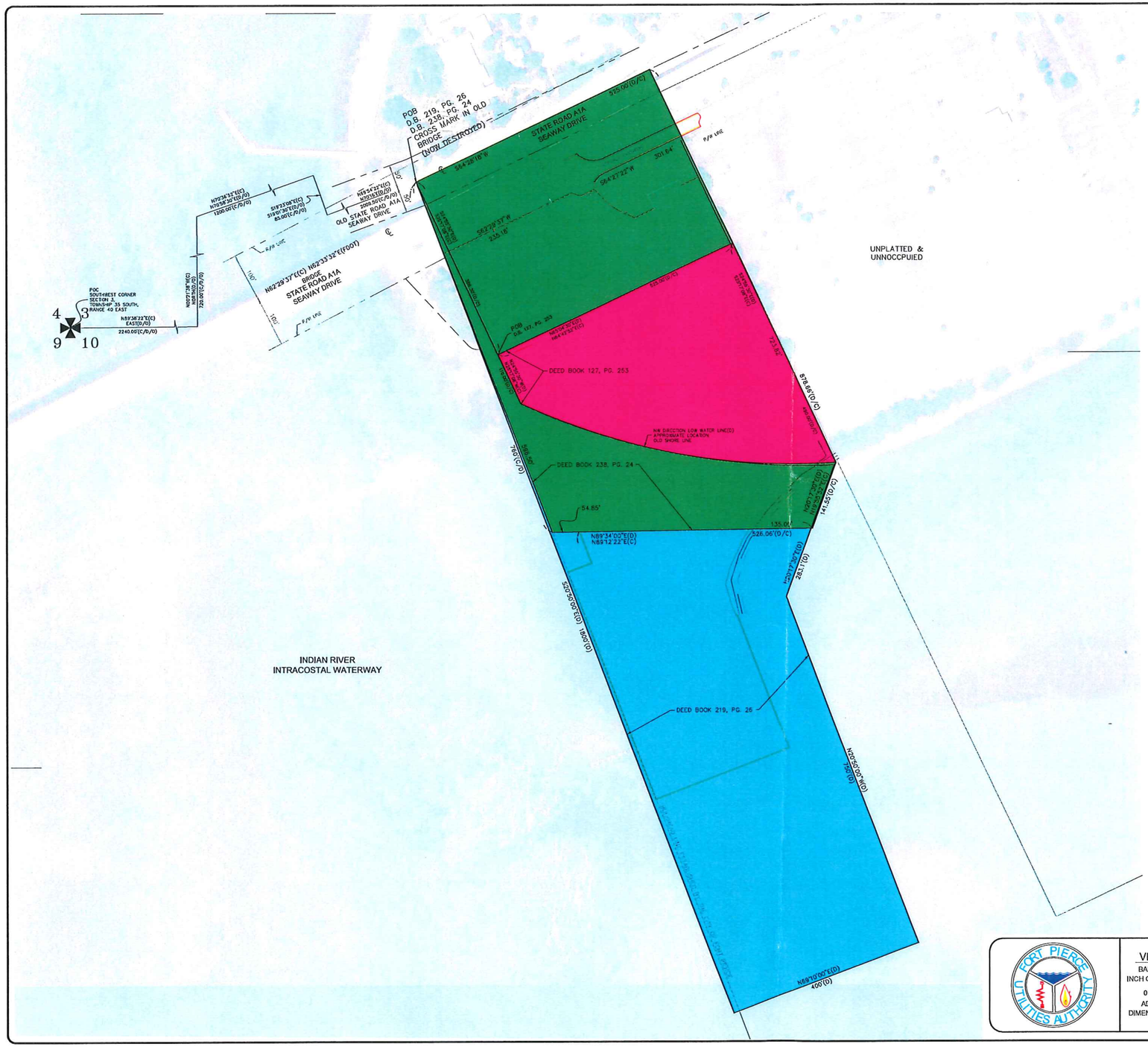
FT. PIERCE UTILITIES AUTHORITY

REVISIONS

GEOMATICS SERVICES Inc.
PROFESSIONAL SURVEYORS & MAPPERS
1934 TUCKER COURT, FORT PIERCE, FL
(772) 419-8383, FAX (772) 408-4208
CERTIFICATE OF AUTHORIZATION LB# 7673

JOB # 12-179-1
SCALE 1" = 100'
DATE 08/12/2013
DRAWN BDS
CHECKED BY MTO
FIELD BOOK 1304 PAGE 67
CADD FILE 12-179Mapf

SHEET NO.: 1
OF : 1



LEGEND

(P)	PLAT DATA	℄	CENTERLINE
(C)	CALCULATED FROM FIELD MEASUREMENTS	℘	PROPERTY LINE
(D)	DEED	No.	NUMBER
(O)	ORDINANCE	TYP	TYPICAL
P.O.C.	POINT OF COMMENCEMENT	EL	ELEVATION
P.O.B.	POINT OF BEGINNING	INV	INVERT
P.L.S.	PROFESSIONAL LAND SURVEYOR	CONC	CONCRETE
L.B.	LICENSED BUSINESS	CATV	CABLE TELEVISION
PRM	PERMANENT REFERENCE MONUMENT	SQ	SQUARE
FIRC	5/8" IRON ROD & CAP	FT	FEET
C.M.	CONCRETE MONUMENT	INFO.	INFORMATION
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FND	FOUND	OHU	OVERHEAD UTILITIES
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UG AT&T	UNDERGROUND AT&T	SIGN	SIGN
R/W	RIGHT OF WAY	SCO	SANITARY CLEAN OUT
A/C	AIR CONDITIONING	WM	WATER METER
CBS	CONCRETE BLOCK STRUCTURE	LP	LIGHT POLE
WM	WATER MAIN		
U.E.	UTILITY EASEMENT		
D.E.	DRAINAGE EASEMENT		
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION		

NORTH

AREA DESCRIBED IN DB 127 PG 253 DATED 08/10/1946

AREA DESCRIBED IN DB 219 PG 226 DATED 10/01/1956

AREA DESCRIBED DB 238 PG 24 DATED 03/21/1975

NOTES

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GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

FORT PIERCE UTILITIES AUTHORITY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

DATE:	REVISION:	BY:	APP'D:

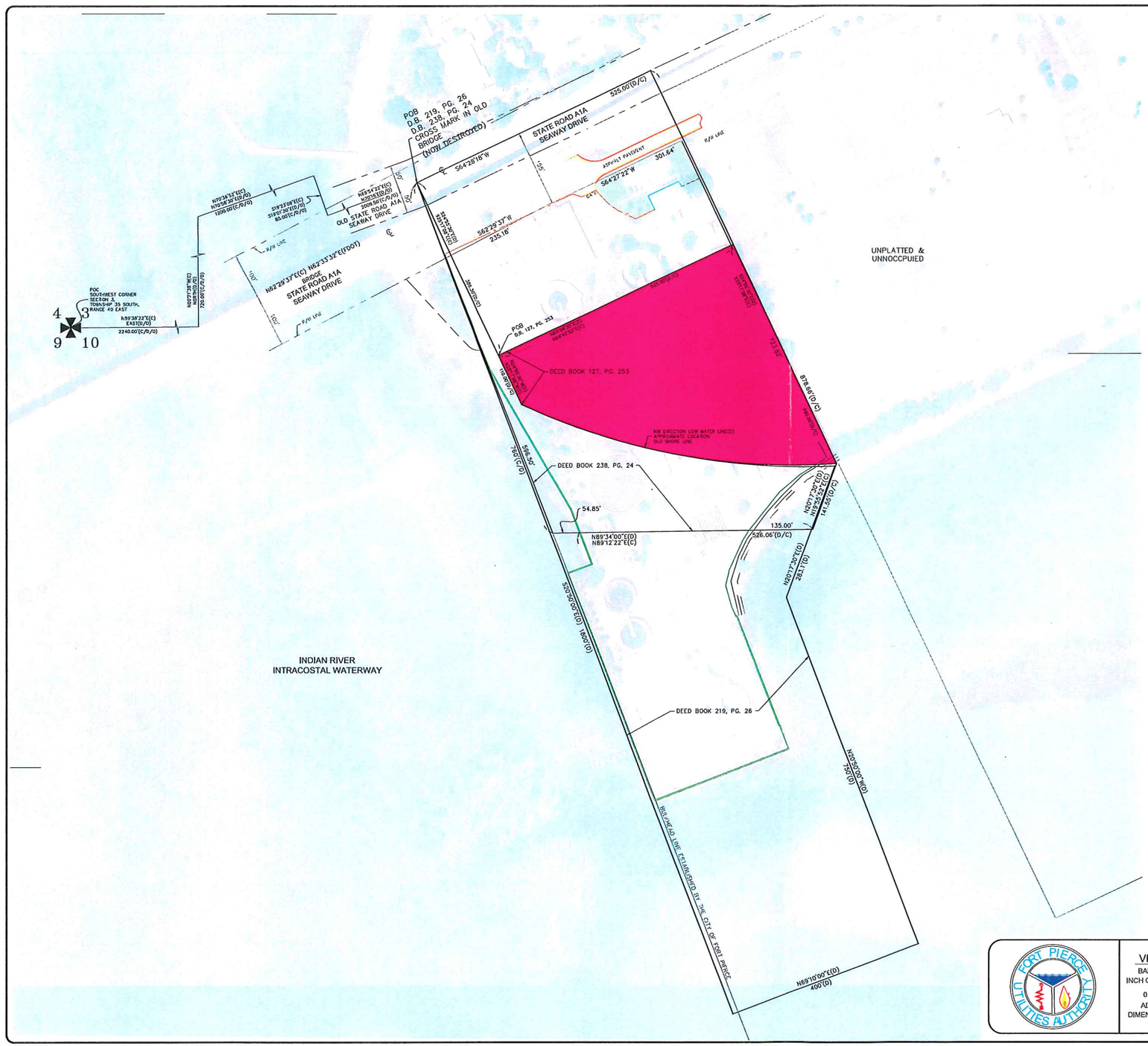
DESIGNED:
DRAWN BY: SO
APPROVED:
DRAWING FILENAME: WWTP-PARCELEXHIBIT
SCALE: 1=100
DATE: 06/2/2015

WASTEWATER TREATMENT_PLANT
PARCEL_EXHIBIT

WATER/WASTEWATER/GAS ENGINEERING

FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

SHEET TYPE: EXHIBIT
SHEET # 1 OF 1



LEGEND

(P)	PLAT DATA	℄	CENTERLINE
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P.O.B.	POINT OF BEGINNING	INV	INVERT
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R/W	RIGHT OF WAY		SANITARY CLEAN OUT
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FORT PIERCE UTILITIES AUTHORITY

VERIFY SCALE
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0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

DATE:	REVISION:	BY:	APPD:

DESIGNED:
DRAWN BY: SO
APPROVED:
DRAWING FILENAME: WWTP-PARCELEXHIBIT
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PARCEL EXHIBIT

WATER/WASTEWATER/GAS ENGINEERING

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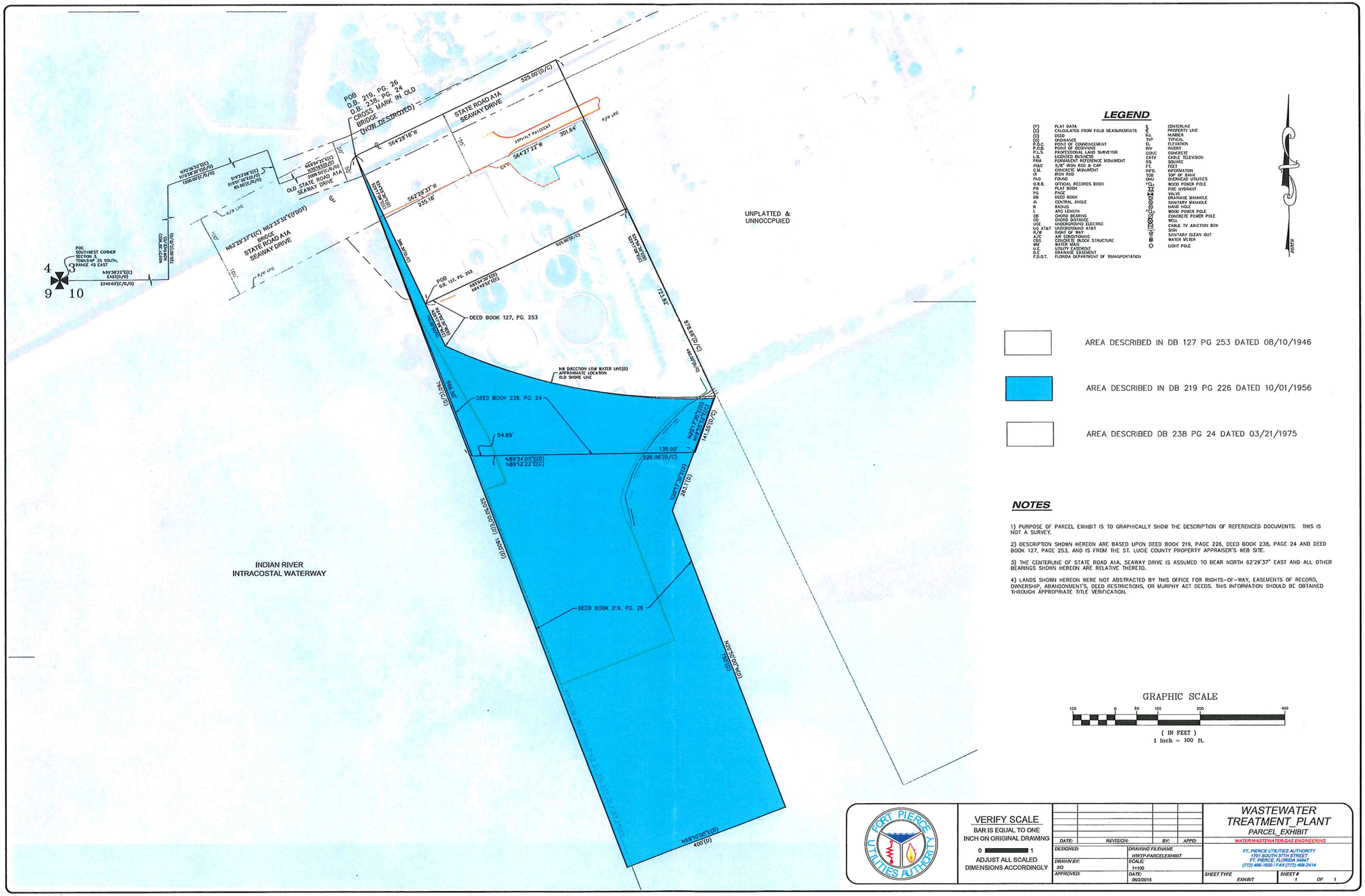

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CB	CHORD BEARING		CONCRETE POWER POLE
CD	CHORD DISTANCE		WELL
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U/G AT&T	UNDERGROUND AT&T		SIGN
R/W	RIGHT OF WAY		SANITARY CLEAN OUT
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CBS	CONCRETE BLOCK STRUCTURE		LIGHT POLE
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DESIGNED:
DRAWN BY: SO
APPROVED:
DRAWING FILENAME: WWTP-PARCELEXHIBIT
SCALE: 1=100
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PARCEL EXHIBIT

WATER\WASTEWATER\GAS ENGINEERING

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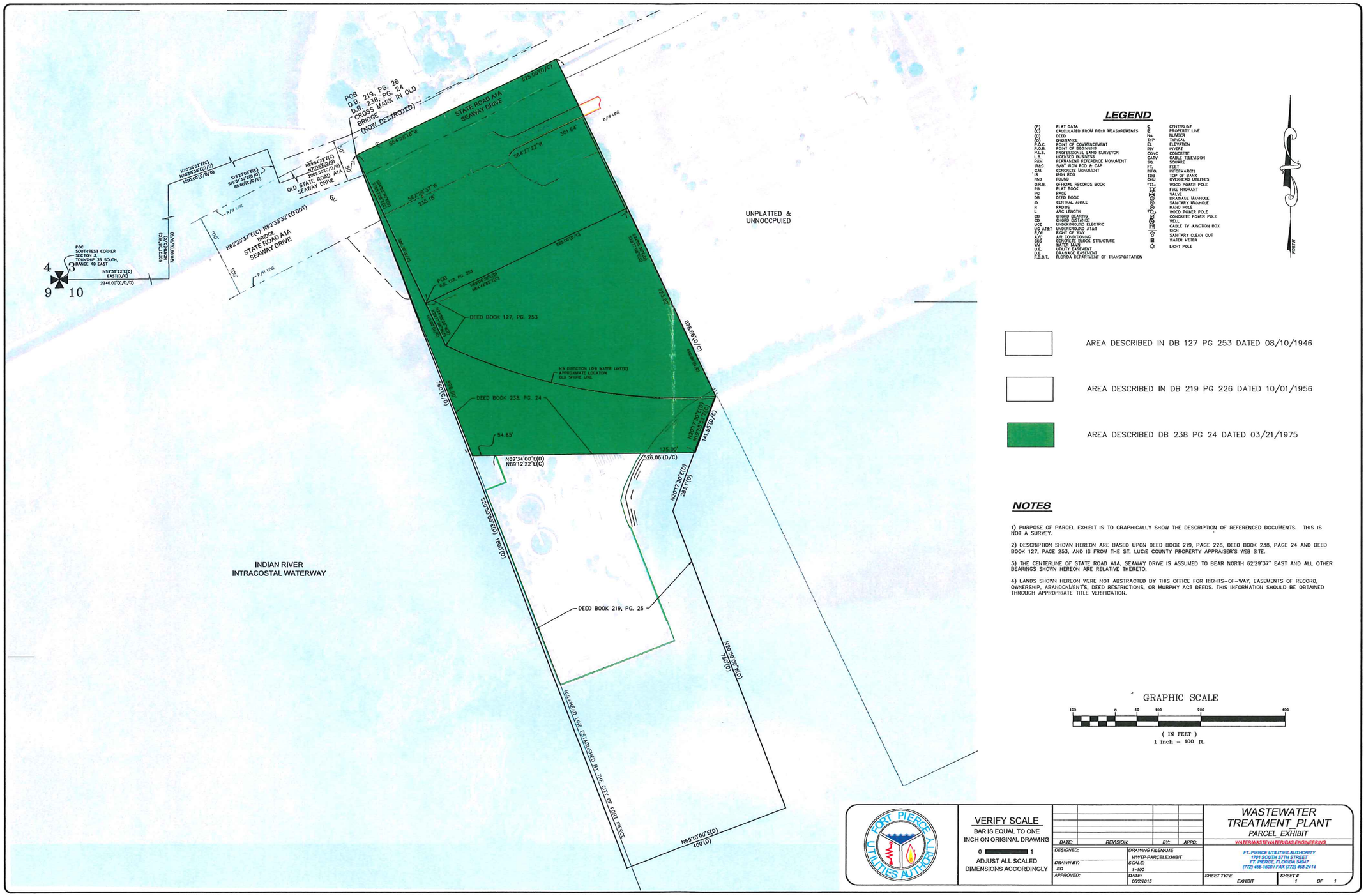
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

SHEET TYPE: EXHIBIT
SHEET # 1 OF 1



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U/G AT&T	UNDERGROUND AT&T	S	SIGN
R/W	RIGHT OF WAY	SO	SANITARY CLEAN OUT
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DESIGNED: SO
DRAWN BY: SO
APPROVED:
DRAWING FILENAME: WWTP-PARCELEXHIBIT
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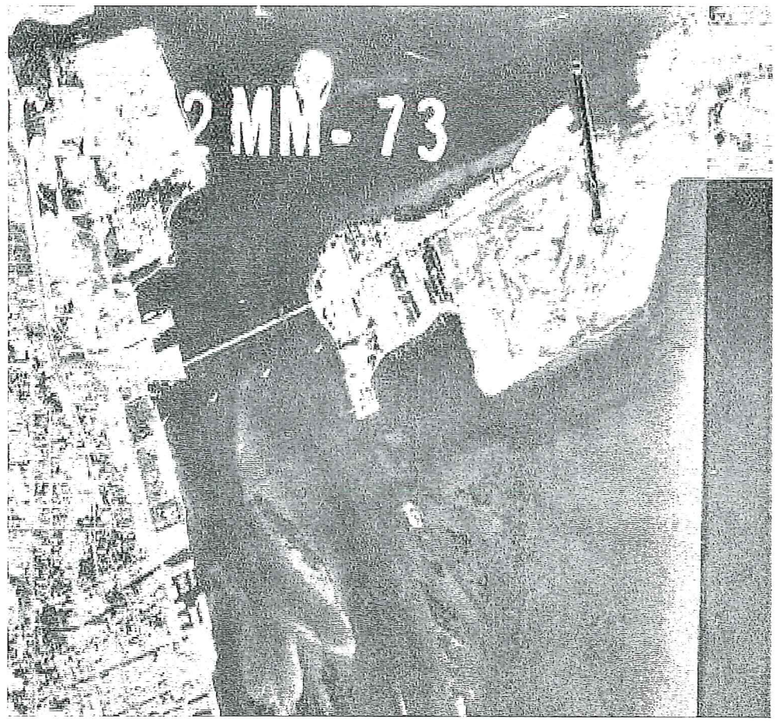
SHEET TYPE: EXHIBIT
SHEET # 1 OF 1

AERIAL IMAGES

1970



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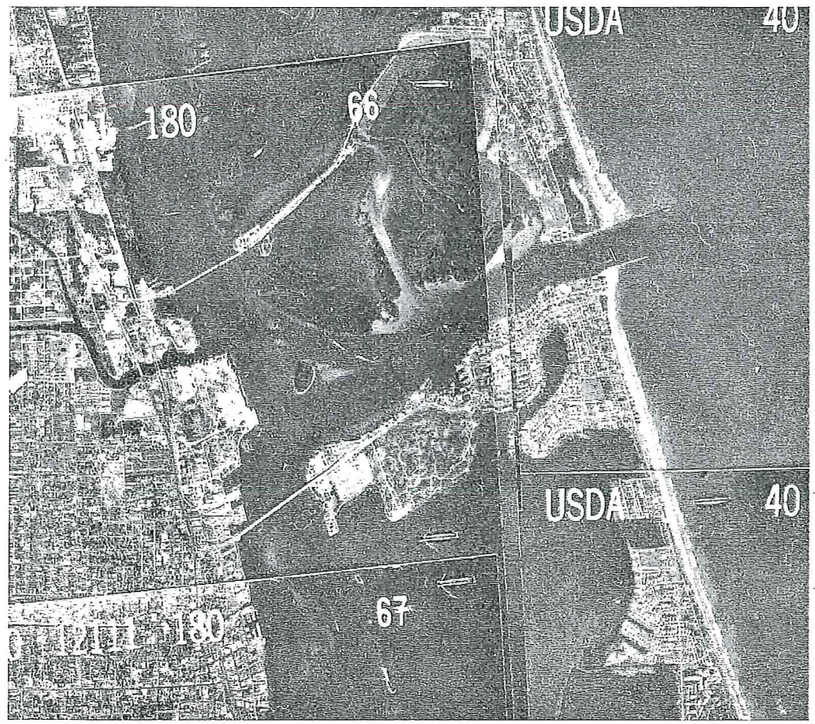
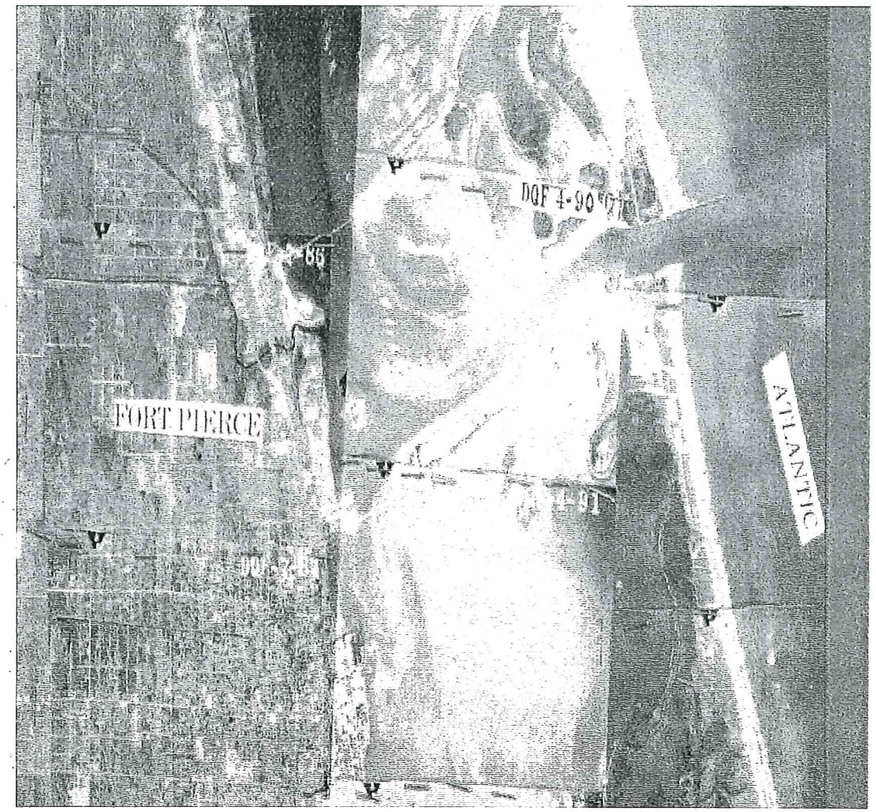


AERIAL IMAGES

1952



1958



City Commission Regular Meeting **13.a.**

Meeting Date: 07/17/2017

Re: Applications to be considered for Appointment to the Civil Service Appeals Board

Submitted For: Kevin Browning, Human Resources Manager, Human Resources

---

SUBJECT:

Submittal of applications for consideration to serve as a regular and alternate member of the Civil Service Appeals Board.

SUMMARY:

The Commission needs to reappoint / appoint a applicant as a Commission Appointed Board Appointee, and appoint an applicant as a Commission Appointed Alternate Board member. Any other vacancies are to be filled by employee elections and the CSAB board.

RECOMMENDATION:

This meeting is to Appoint a Civil Service Appeals Board Regular Board Member and an Alternate Board Member.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Kevin Browning and Barbara Moore.

COORDINATED WITH:

HR

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2017
Account:	N/A
Amount:	$0

OTHER INFORMATION:

This item has no affect on the budget.

Attachments

Memo to City Commission for CSAB Appointments 2017

Cox

Dahan

Davis

Murphy

Neuman
Sullivan
Taylor
Wilcox

Form Review

Inbox	Reviewed By	Date
City Manager	Kevin Browning	07/05/2017 08:48 AM
City Manager	Nick Mimms	07/07/2017 12:44 PM

Form Started By: Kevin Browning Started On: 06/21/2017 11:02 AM
Final Approval Date: 07/07/2017

THE SUNRISE CITY
FORT PIERCE
Florida
HUMAN RESOURCES
DEPARTMENT

TO: Linda Cox, City Clerk

FROM: Kevin E. Browning, HR Manager

SUBJECT: Civil Service Commission Appointments

DATE: July 3, 2017

Please be advised that listed below is a list of the current board members of the Civil Service Board and members whose terms have expired. The Fort Pierce City Commission has two appointments (in bold highlight): One (1) Regular Board Member and one (1) Alternate Board Member. The Commissioners will need to reappoint / appoint someone to the vacancies that are in bold below with the attached applications.

*Highlighted, **bolded** members are Commission Appointed and have expired.

CSAB Board Member	Member Type	Appointment Type	Date Appointed / Elected	Term Exp. Date
JW Gaines	Regular Member	Commission Appointed	08/01/16	07/31/2018
Laura Murphy	Regular Member	Board Appointed	03/27/2015	03/27/2017
Wesley Taylor	Regular Member	Employee Rep	06/14/2016	06/14/2018
Ed Cox	Regular Member	Employee Rep	04/28/2015	04/28/2017
Christine Taylor	**Regular Member**	**Commission Appointed**	**05/18/2015**	**05/18/2017**
CSAB Board Member	Member Type	Appointment Type	Date Appointed / Elected	Term Expiration Date
Pearl Matthews Davis	Alternate	Commission Appointed	08/01/2016	07/31/2018
Vacant (Wilder)	**Alternate**	**Commission Appointed**	**05/18/2015**	**05/18/2017**
Bertha Sullivan	Alternate	Employee Rep	06/14/16	06/18/2018
Charlene Neuman	Alternate	Employee Rep	06/14/16	06/14/2018
Mike Dahan	Alternate	Board Appointed	03/27/2015	03/27/2017
Vacant (Dipalma)	Alternate	Board Appointed		03/27/2017

Remaining expired / appointments will be filled by employee election and the CSAB board.

THE SUNRISE CITY
FORT PIERCE
Florida
HUMAN RESOURCES
DEPARTMENT

RECEIVED
MAY 15 2017

CIVIL SERVICE APPEALS BOARD

APPLICATION FOR APPOINTMENT / RE-APPOINTMENT

Name: Ed Cox Telephone: 359-6717

Address: 4344 Gator Trace Circle Fort Pierce 34982

Email: evcox@comcast.net Zip Code: ✓

Occupation: RETIRED Citizen of the U.S.A.: ☒ Yes ☐ No

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No

If yes, list the address and nature of said business: N/A

Do you now or in the future plan to do business with the City of Fort Pierce? NO If yes, in what capacity? N/A

Are you employed by a business that is located within the City of Fort Pierce? NO

If yes, state the business and location: N/A

Do you have special training or knowledge in the area of?

Architecture: Engineering: Real Estate Brokering: ✓

Contracting: ✓ Land Development: ✓ Other area: BUSINESS MGT, PUBLIC ADMINISTRATION, HUMAN RESOURCES, ACCOUNTING, BUDGETING

Describe your education, background, training and knowledge in the above areas: MASTER'S DEGREE, HR CERTIFICATION, COUNTY ADMINISTRATOR, TECHNICAL DIRECTOR NAVY DEFENSE CONTRACTOR, HR MANAGER, MARINA DOCKMASTER, GROWTH MANAGEMENT DIRECTOR

Have you ever been convicted of a crime: ☐ Yes ☒ No

If yes, what is the nature of the crime(s) you were convicted of? N/A

Date: Signature: Ed Cox

Referred By: **Please check**: Member ✓ Alternate

THE SUNRISE CITY
FORT PIERCE
Florida
HUMAN RESOURCES
DEPARTMENT

CIVIL SERVICE APPEALS BOARD

APPLICATION FOR APPOINTMENT / RE-APPOINTMENT

Name: Michel Dahan Telephone: 772-812-9600

Address: 1809 Eucalyptus Av. Fort Pierce, Fl 34949

Email: michel_dahan@yahoo.com Zip Code: 34949

Occupation: realtor Citizen of the U.S.A.: X☐ Yes ☐ No

Do you own a business that operates within the City of Fort Pierce? ☐ Yes X☐ No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? no If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? coldwell banker paradise realtors

If yes, state the business and location: realty, 221 Ocean dr, Fort Pierce, Fl 34949

Do you have special training or knowledge in the area of?

Architecture: Engineering: Real Estate Brokering: yes

Contracting: Land Development: Other area:

Describe your education, background, training and knowledge in the above areas:

Have you ever been convicted of a crime: ☐ Yes ☐x No

If yes, what is the nature of the crime(s) you were convicted of? possession under 20grams

Date: 5/10/2017 Signature: M Dahan

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: ___Civil Service Appeals Board_____

Name: Pearl M. Davis-Liverpool	Phone: 772-240-2328
Home Address: 2006 Avenue Q City/Zip Code: Fort pierce, FL 34950	How long at this address? 10 years
Are you a citizen of the United States? X Yes ☐ No	
Occupation: Senior Vice President, Credit Risk Review Manager, Seacoast Bank	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	☐ Yes X No
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	☐ Yes X No
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	X Yes ☐ No
Do you have special training or knowledge in the area of: Architecture: ☐ Yes X No Engineering: ☐ Yes X No Real Estate Brokering: X Yes ☐ No Contracting: X Yes ☐ No Land Development: ☐ Yes X No Other: Describe your education, background, training and knowledge in the above area(s): Banking	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	X Yes ☐ No
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:	☐ Yes X No
Referred by:	Applicant Email Address: DavisP7@aol.com
Date: 7/10/2017	Applicant's Signature Pearl M Davis

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

THE SUNRISE CITY
FORT PIERCE
Florida
HUMAN RESOURCES DEPARTMENT

CIVIL SERVICE APPEALS BOARD

APPLICATION FOR APPOINTMENT / RE-APPOINTMENT

Name: Laura Lee Murphy Telephone: 772-359-4275

Address: 2400 S. Ocean Drive #4200D Ft. Pierce, Fl

Email: hoytnlaura@aol.com Zip Code: 34949

Occupation: Comptroller Citizen of the U.S.A.: ☑ Yes ☐ No

Do you own a business that operates within the City of Fort Pierce? ☑ Yes ☐ No

If yes, list the address and nature of said business: Business address is same as above. Real Estate investment holding companies.

Do you now or in the future plan to do business with the City of Fort Pierce? No If yes, in what capacity? _____

Are you employed by a business that is located within the City of Fort Pierce? yes

If yes, state the business and location: Hoyt C. Murphy Enc. 221 B S. Ocean Drive, Ft. Pierce, Fl. 34949

Do you have special training or knowledge in the area of?

Architecture: _____ Engineering: _____ Real Estate Brokering: ✓

Contracting: _____ Land Development: _____ Other area: _____

Describe your education, background, training and knowledge in the above areas: I received a B.A. from F.A.U. & Studied Finance, Obtained my Real Estate license while in College & sold Real Estate for a few years. After that I became Comptroller & HR Director for Hoyt C. Murphy Enc Realtors, performing those duties for 20+ years.

Have you ever been convicted of a crime: ☐ Yes ☒ No

If yes, what is the nature of the crime(s) you were convicted of? _____

Date: 5/8/19 Signature: Laura Murphy

Referred By: _____ Please check: Member ✓ Alternate _____

THE SUNRISE CITY
FORT PIERCE
Florida
HUMAN RESOURCES
DEPARTMENT

January 10, 2017

Laura Murphy
2400 South Ocean Drive
#42000
Fort Pierce, FL 34949

RE: Board Member Term Expiration

Dear Mrs. Murphy:

As of March 27, 2017, your term as a member of the Civil Service Appeals Board expired. If you would like to be re-appointed to the Board, please respond by May 8, 2017.

Enclosed is an "Application of Re-Appointment" that ***needs to be filled out and returned with your response.*** You may email it to bmoore@city-ftpierce.com or mail it by using the stamped, self-addressed envelope that is enclosed for your convenience.

Thank you for your past and continued support of the Civil Service Appeals Board. If you have any questions, please feel free to contact me.

Sincerely,

Barbara G. Moore

Assist. Secretary to the Civil Service Appeals Board

Enclosure

✓ I elect ***to serve*** another term ---------- I elect ***not to serve*** another term

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Civil Service Appeals Board

Name: Charlene Neuman	Phone: 772-461-6493
Home Address: 5710 Palmetto Drive City/Zip Code: Fort Pierce, FL 34982	How long at this address? 35yrs
Are you a citizen of the United States? ☐ Yes ☐ No	
Occupation: Bookkeeper	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No If yes, in what capacity? Temporary employee with LF Staffing at Sunrise Theatre	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Accounting ✓ Describe your education, background, training and knowledge in the above area(s): Associate degrees in Business & Accounting, worked for 20 years in the City of Fort Pierce Finance Department, retired as the City's Accountant. Have service on the Civil Service Appeals Board for 9years.	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify: Civil Service Appeals Board	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: charneu@bellsouth.net
Date: 7-7-2017	Applicant's Signature Charlene Neuman

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 North U.S. Highway #1
P.O. Box 1480
Fort Pierce, FL 34954

APPLICATION FOR: APPOINTMENT / RE-APPOINTMENT (Please Circle One)

SERVICE APPEALS BOARD

Name: Bertha L. Sullivan Telephone: (772) 464-8351

Address: P.O Box 481 Ft. Pierce, Fl 34954 Email: sullivan1337@bellsouth.net

1750 Timberlake Dr. FTP, FL 34947 Zip Code: _____

Occupation: _____ Citizen of the U.S.A.: ☒ Yes ☐ No

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No

If yes, list the address and nature of said business: _____

Do you now or in the future plan to do business with the City of Fort Pierce? NO If yes, in what capacity? _____

Are you employed by a business that is located within the City of Fort Pierce? No
If yes, state the business and location: _____

Do you have special training or knowledge in the area of?

Architecture: _____ Engineering: _____ Real Estate Brokering: _____
Contracting: _____ Land Development: _____ Other area: Education / Administration

Describe your education, background, training and knowledge in the above areas: _____

Have you ever been convicted of a crime: ☐ Yes ☒ No
If yes, what is the nature of the crime(s) you were convicted of? _____

Date: March 17, 2016 Signature: Bertha Sullivan

Referred By: _____ Please check: Member _____ Alternate X

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3055 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name: Bertha L. Sullivan
Phone: (772) 441-8361
Home Address: 1750 Timberlake Dr
How long at this address? 28 years
City/Zip Code: Fort Pierce, FL 34949
Are you a citizen of the United States? ☒ Yes ☐ No
Occupation: Retired Educator

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No
If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No
If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No
If yes, state the business and location:

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☒ No Engineering: ☐ Yes ☒ No Real Estate Brokering: ☐ Yes ☒ No
Contracting: ☐ Yes ☒ No Land Development: ☐ Yes ☒ No Other:
Describe your education, background, training and knowledge in the above area(s):

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☒ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Applicant Email Address: sullivan1337@bellsouth

Date: 7/6/17 Applicant's Signature: Bertha L. Sullivan

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

THE SUNRISE CITY
FORT PIERCE
Florida
HUMAN RESOURCES
DEPARTMENT

CIVIL SERVICE APPEALS BOARD

APPLICATION FOR APPOINTMENT / RE-APPOINTMENT

Name: Chris Taylor, Ed.D. Telephone: 772 466-4800

Address: 1650 Timberlake Drive

Email: christaylor01@bellsouth.net Zip Code: 34947

Occupation: Retired Citizen of the U.S.A.: ☑ Yes ☐ No

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No

If yes, list the address and nature of said business: _____

Do you now or in the future plan to do business with the City of Fort Pierce? NO If yes, in what capacity? _____

Are you employed by a business that is located within the City of Fort Pierce? NO

If yes, state the business and location: _____

Do you have special training or knowledge in the area of?

Architecture: _____ Engineering: _____ Real Estate Brokering: _____

Contracting: _____ Land Development: _____ Other area: _____

Describe your education, background, training and knowledge in the above areas: BS, MEd, Ed.D; teacher, counselor, Asst. Prin., Principal, Asst Supt. - St Lucie County Schools

Have you ever been convicted of a crime: ☐ Yes ☑ No

If yes, what is the nature of the crime(s) you were convicted of? _____

Date: 5/9/2017 Signature: Christine Taylor

Referred By: _____ **Please check**: Member_____ Alternate_____

THE SUNRISE CITY
FORT PIERCE
Florida
HUMAN RESOURCES
DEPARTMENT

January 10, 2017

Dr. Christine Taylor
1650 Timberlake Drive
Fort Pierce, FL 34947

Dear Dr. Taylor

RE: Board Member Term Expiration

As of May 18, 2017, your term as a member of the Civil Service Appeals Board will expire. If you would like to be re-appointed to the Board, please respond by May 8, 2017.

Enclosed is an "Application of Re-Appointment" that ***needs to be filled out and returned with your response.*** You may email it to bmoore@city-ftpierce.com or mail it by using the stamped, self-addressed envelope that is enclosed for your convenience.

Thank you for your past and continued support of the Civil Service Appeals Board. If you have any questions, please feel free to contact me.

Sincerely,

Barbara G. Moore

Assist. Secretary to the Civil Service Appeals Board

Enclosure

✓ I elect ***to serve*** another term -------- I elect ***not to serve*** another term

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

RECEIVED
FEB 27 2017
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Civil Service Appeals Board

Name: Mario victorez Wilcox	Phone: 7729855989
Home Address: 1655 N. 29th St. Apt. 307 City/Zip Code: Fort Pierce, Fl 34947	How long at this address? 3
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Retired military	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☑ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Legal Administration Describe your education, background, training and knowledge in the above area(s): Formal military training in issues of Equal Employment Polices, Conflict Resolution, Leadership Academy, Complaints / Appeals, 19 years of experience.	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: wilcoxvicter275@yahoo.com
Date: 2/27/17	Applicant's Signature Mario Victorez Wilcox

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

City Commission Regular Meeting **13.b.**

Meeting Date: 07/17/2017

Re: Keep Fort Pierce Beautiful Advisory Board

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 17-R23 appointing Jorge Goz to the Keep Fort Pierce Beautiful Advisory Board to fulfill the unexpired term of Cheryl Glenn-Reed as the police department representative.

SUMMARY:

Jorge Goz is to replace Cheryl Glenn-Reed as the Police Department appointee on the Keep Fort Pierce Beautiful Advisory Board.

RECOMMENDATION:

Approve resolution appointing Jorge Goz to the Keep Fort Pierce Beautiful Advisory Board

ALTERNATIVES:

Deny resolution

RESPONSIBLE STAFF:

Shyanne Helms, Communications Manager
Chair, Keep Fort Pierce Beautiful

COORDINATED WITH:

Caleta Scott, Deputy City Clerk

Fiscal Impact

Budgeted Y/N: y

Fiscal Year: 2017

Amount: 0.00

OTHER INFORMATION:

There is no fiscal impact for this appointment.

Attachments

17-R23

Application

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/07/2017 12:44 PM
Form Started By: Caleta Scott		Started On: 07/05/2017 09:49 AM

Final Approval Date: 07/07/2017

RESOLUTION NO. 17-R23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE KEEP FORT PIERCE BEAUTIFUL ADVISORY BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed and/or reappointed by the City Commission to serve as members of the Keep Fort Pierce Beautiful Advisory Board; said terms to commence upon adoption of this resolution and to expire December 14, 2017, or when a successor has been duly appointed.

Name	Position
Jorge Goz	City Employee-Police Dept.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 17th day of July, 2017.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
James Messer, City Attorney

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

RECEIVED
JUN 30 2017
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Keep Ft. Pierce Beautiful

Name: Jorge J. Gor	Phone: (772) 579-7477
Home Address: 920 S US Highway 1 City/Zip Code: Ft. Pierce FL 34950	How long at this address? 5 years
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: officer	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☐ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☑ Yes ☐ No If yes, state the business and location: Police Dept	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No If yes, please specify: Keep Ft. Pierce Beautiful	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: JGor@FPPd.org
Date: 6/30/17	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com