



**VILLAGE OF INDIANTOWN
AGENDA
REGULAR VILLAGE COUNCIL MEETING**

September 27, 2018
6:30 PM
at the INDIANTOWN CIVIC CENTER
15675 SW Osceola Street, Indiantown, FL 34956

VILLAGE COUNCIL
SUSAN GIBBS THOMAS, MAYOR
GUYTON STONE, VICE MAYOR
JACKIE GARY CLARKE
ANTHONY D. DOWLING
JANET HERNÁNDEZ

ADMINISTRATION
TERESA LAMAR-SARNO, VILLAGE MANAGER
WADE C. VOSE, VILLAGE ATTORNEY
CHERIE WHITE, VILLAGE CLERK

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That's why we say "Character Counts" in Indiantown. Civility is practiced at all Village meetings.

Special Needs: If anyone attending this meeting requires a reasonable accommodation, please contact Cheryl White, Village Clerk, by telephone at (772) 597-9900 or by email at cwhite@indiantown.org. at least 48 hours in advance.

Quasi-Judicial Hearings: Some of the matters on the Agenda may be "quasi-judicial" in nature. Village Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Village Council.

Appeal of Decision: If a person decides to appeal any decision made by the Village Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and

for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Village Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Village Council Member, or by any member of the public desiring it to be heard, without a motion.

ROLL CALL

INVOCATION

1. Bishop Ed Skiba

PLEDGE OF ALLEGIANCE

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PUBLIC COMMENT

*-The public is invited to comment for up to 3 minutes **on any item not on the Agenda.** Questions are typically deferred to staff, and if civility is not practiced, the Mayor may rule the person out of order, and may require the person be removed from the meeting.*

COMMENTS BY VILLAGE COUNCIL MEMBERS

COMMENTS BY VILLAGE MANAGER

APPROVAL OF AGENDA

-A motion is adopted to approve the Agenda as it appears, or as modified by motion of the village council.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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CONSENT CALENDAR

2. Approval of Selection Committee Ranking for REI 02-2018 Professional Engineering Services
3. RESOLUTION No. 048-2018 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING AN AMENDMENT TO THE RENTAL AGREEMENT WITH INDIANTOWN CIVIC CLUB, INC.; AND PROVIDING AN EFFECTIVE DATE.
4. RESOLUTION No. 049-2018 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING PIGGYBACK AGREEMENT FOR ROAD RESURFACING; AND PROVIDING AN EFFECTIVE DATE.
5. RESOLUTION 050-2018 A RESOLUTION OF THE VILLAGE COUNCIL

OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING
PIGGYBACK AGREEMENT FOR INFRASTRUCTURE &
MAINTENANCE; AND PROVIDING AN EFFECTIVE DATE.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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REGULAR AGENDA

6. SR 710 Letter of Support

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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7. Consider appointment of an alternate member to serve on the Treasure Coast
Council of Local Governments.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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8. RESOLUTION No. 047-2018 A RESOLUTION OF THE VILLAGE
COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA
APPROVING AN INTERLOCAL AGREEMENT WITH MARTIN
COUNTY FOR THE PROVISION OF FIRE RESCUE SERVICES AND
PARKS AND RECREATION FACILITIES AND SERVICES AND THE
TRANSFER OF ROAD RIGHTS-OF-WAY AND STORMWATER
FACILITIES TO THE VILLAGE; APPROVING A ROADWAY
TRANSFER AGREEMENT WITH MARTIN COUNTY; AND PROVIDING
FOR AN EFFECTIVE DATE.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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9. (Cont from 9/13/18) Indiantown Community Trust Fund Selection Committee
Recommendations

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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10. Village Council Travel Reimbursement Policy

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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SECOND READING ORDINANCES

11. (Cont from 9/13/18) ORDINANCE NO. 009 (2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROHIBITING CERTAIN NUISANCES, INCLUDING OVERGROWTH OF LOTS, AND UNSANITARY CONDITIONS, AND PROVIDING ALTERNATIVE ENFORCEMENT PROCEDURES FOR THE VILLAGE OF INDIANTOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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DISCUSSION ITEMS

ANNOUNCEMENTS

12. Meeting Dates:

Regular Village Council Meeting -October 11, 2018 - 6:30 P.M.

Comprehensive Plan Committee - October 12, 2018 - 9:00 A.M.

Village Open House and Code Enforcement Workshop-October 22, 2018
English 5:00 P.M.-7:00 P.M.
Spanish 7:00 P.M. -8:30 P.M.

NEXT REGULAR MEETING

ADJOURNMENT

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: September 27, 2018

MEETING TYPE:

AGENDA ITEM TITLE: Bishop Ed Skiba

SUMMARY OF ITEM:

RECOMMENDATION:

PREPARED BY: Cherie White, Village Clerk

DATE: 9/7/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETINGDATE: September 27, 2018

MEETING TYPE: Consent Agenda

AGENDA ITEM TITLE: Approval of Selection Committee Ranking for REI 02-2018 Professional Engineering Services

SUMMARY OF ITEM: The Village of Indiantown advertised an Requests for Expression of Interest for qualified experienced, licensed Professional Engineering services to the Village of Indiantown on an “as needed basis”. Civil Engineering services shall include, but are not limited to, design, build, supervise, operate, roadway improvements, irrigation, stormwater, water and sewer systems.

The REI was advertised and posted on the Village website.

Firms that were interested in submitting a proposal needed to have the proposal into the Village office on August 30, 2018 at 2:00 PM.

The following firms provided proposals on August 30th, 2018, in no particular order; Kimley Horn, WRMA Water Resources Management Associates, Inc., CAPTEC Engineering, Inc., Bowman Consulting, The MilCor Group, Inc., Velcon Engineering and Surveying and Engenuity Group, Inc.

The appointed selection committee members were; Stuart Trent, Public Works Director for the Town of Jupiter Island, Tim Voelker, Assistant Public Works Director and City Engineer with the City of Stuart, and Bonnie Landry, Planning Director/Planning Consultant with the Village of Indiantown.

The selection committee met on Friday, September 14th, 2018 at 2pm at the Village Office conference room. At that meeting the selection committee ranked the firms in the following order:

1. CAPTEC Engineering
2. Kimley-Horn
3. Bowman Consulting
4. The Milcor Group
5. Engenuity Group, Inc.
6. WRMA Water Resources Management
7. Velcon Engineering and Surveying

RECOMMENDATION: Recommend for Village Manage and Village Attorney to negotiate with the top three ranked firms; CAPTEC, Kimley-Horn, and Bowman Consulting with an alternate being The MilCor Group.

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 9/21/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

ATTACHMENTS:

Description

REI Description

REI

REI Bid Tab Sheet

Captec

Kimley Horn

Mil Cor

Bowman



LEGAL NOTICE FOR REI# 02-2018

PROFESSIONAL ENGINEERING SERVICES

The Village of Indiantown Council, Indiantown, Florida, in compliance with Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), invites qualified, experienced, licensed engineers to provide Civil Engineering Services to the Village of Indiantown on an "as needed" basis, for an initial term of two (2) years, effective October 1, 2018, with three one-year renewal options.

A complete RFP package can be requested the Village Office at 772-597-9900 or by email at tsarno@indiantown.org. The Village of Indiantown is not responsible for the content of any package received through any 3rd party service or the Village of Indiantown Village Office.

Firms desiring to provide the services described above shall submit one (1) original and six (6) copies with **one (1) electronic copy (PDF format preferred) on a CD or flash drive** of their proposals, containing all of the required information **no later than 2:00 pm, Thursday, August 30, 2018**. Submittals will be accepted by hand delivery at Village Offices located at 65500 SW Warfield Blvd. Indiantown, FL 34956, overnight delivery, or U.S. Mail to Village of Indiantown PO Box 398, Indiantown, FL 34956. Submittals received after that date and time will not be accepted or considered and will be retained unopened. Submittals will be opened as soon as practicable thereafter.

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the Village of Indiantown at 772-597-9900 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Mail/Overnight Submittal Responses to:

**Village of Indiantown
PO Box 398
Indiantown, FL 34956**

Hand Deliver Submittal Responses to:

**Village of Indiantown
Village Offices
16550 SW Warfield Blvd.
Indiantown, FL 34956**

Mark outside of envelope: **REI# 02-2018 "Professional Engineering Services"**

Publish Date: July 30, 2018

Village Council
Village of Indiantown

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PROFESSIONAL ENGINEERING SERVICES

PART I GENERAL INFORMATION

1.1 **OVERVIEW**

The Village of Indiantown is seeking qualified experienced, licensed Professional Engineering services to the Village of Indiantown on an “as needed basis”. Civil Engineering services shall include, but are not limited to, design, build, supervise, operate, roadway improvements, irrigation, stormwater, water and sewer systems.

1.2 **DEFINITIONS**

"Proposer" shall mean vendors, contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this REI.

Request for Expressions of Interest (also known as a Request for Qualifications): A formal solicitation for professional services as defined in Florida State Statute (engineering, architecture, survey/mapping, landscape architecture) accomplished in accordance with Florida State Statute 287.055, the Consultant’s Competitive Negotiation Act (CCNA).

A Professional Engineer (PE) is an engineer certified by a state board of registration to practice engineering. The PE license is the engineering profession's highest standard of competence, a symbol of achievement and assurance of quality.

DBPR: Department of Business and Professional Regulation

FBPE: Florida Board of Professional Engineers

NSPE: National Society of Professional Engineers

ASCE: American Society of Civil Engineers

1.3 **ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING**

Village of Indiantown
16500 SW Warfield Blvd.
Indiantown, FL 34956

1.4 **QUALIFICATION PROCESS**

This REI shall qualify respondents based on such factors as the ability of professional personnel; past performance, willingness to meet time and budget requirements; current and projected workloads of the firms; and the volume of work previously awarded to each firm. After the solicitation responses are opened, the submittals will be deemed responsive and responsible; reviewed, rated, ranked, and qualified to provide the work as specified. Proposer should submit a complete package to be considered responsive in order for the Village to fully evaluate the firm’s qualifications.

Village Council shall authorize staff to negotiate with the qualified firms ranked 1-5. The Village will determine based on the ranking, if a minimum of three (3) firms up to a maximum of five (5)

firms will be awarded for equal distribution of services. In the event the parties are unable to negotiate terms acceptable to the Village, the Village may determine to enter negotiations with the next, most responsive and responsible proposer determined by the selection committee, or it may re-solicit proposals.

The Village reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The Village may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1.5 DEVELOPMENT COSTS

Neither the Village, nor its' representatives shall be liable for any expenses incurred in connection with preparation of a response to this REI. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the REI.

1.6 INQUIRIES

The Village will not respond to oral inquiries. Interested proposers may contact the Village Manager, Village Offices, 65500 SW Warfield Blvd., Indiantown, FL 34956, email: tsarno@indiantown.org regarding questions about this solicitation. The Village Office will also receive written requests for clarification concerning the meaning or interpretation of this REI, until (14) days prior to the submittal date. Questions shall be faxed or emailed with reference to the REI number. All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Village through written communication with the Village prior to opening of the responses.

Respondents may not contact any member of the selection committee, Village employee or Village elected official during this solicitation process. All questions or requests for clarification must be routed through the Village Manager.

1.7 DELAYS

The Village may delay scheduled due dates, if it is to the advantage of the Village to do so. The Village will notify proposers of all changes in scheduled due dates by written addenda submitted to the Village.

1.8 QUALIFICATION SUBMISSION AND WITHDRAWAL

The Village will receive all proposals at the following addresses:

**Village of Indiantown
Village Offices
16500 SW Warfield Blvd.
Indiantown, FL 34956**

To facilitate processing, please mark the outside of the envelope as follows: **REI# 02-2018 "Professional Engineering Services"** The envelope shall also include the proposer's return address.

Respondents shall submit one (1) original and six (6) copies with **one (1) electronic copy (PDF format preferred) on a CD or flash drive** of their proposal submittal in a sealed

envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

***THE VILLAGE MUST RECEIVE ALL PROPOSALS BY
2:00 P.M. ON THURSDAY, AUGUST 30, 2018***

Due to the irregularity of mail service, the Village cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Village Office, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 597-9900, before proposal closing time. A proposal received by the Village Office after the established deadline will be refused or retained unopened.

Proposers may withdraw their proposal submissions by notifying the Village in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide the Village with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the Village and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1.9 ADDENDA

If revisions become necessary, the Village will provide written addenda to all respondents who received the Request for Expressions of Interest. All addenda issued by the Village of Indiantown in regard to this REI shall be acknowledged. Failure to acknowledge all addenda may result in disqualification.

The Village will make every effort to notify registered Proposers by email that an addendum has been made to the REI. The Village shall not be responsible for providing notice of addenda to potential proposers who receive a REI package from sources other than the Village.

All addenda issued by the Village must be acknowledged within the proposal at the time it is submitted to the Village.

1.10 EQUAL OPPORTUNITY

The Village recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

1.11 INSURANCE

The respondent shall provide proof of insurance coverage reflecting the minimum amounts and coverages as required by the Village (Attachment A).

1.12 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the Village for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO

for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

1.13 SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at: http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

1.14 PROPOSAL AS PUBLIC DOMAIN

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise "restricted".**

1.15 PUBLIC RECORDS: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the Village Clerk as the custodian of Public Records for the Village of Indiantown, and all the respective departments at 772-597-9900 or cwhite@indiantown.org, Village of Indiantown, Village Clerk 65500 SW Warfield Blvd., Indiantown, FL 34956 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for

- retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
 - G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
 - H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
 - I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
 - J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

1.16 LICENSES & REGISTRATION

- A. **Licenses:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of REI receipt. The proposal of any Proposer that is not fully licensed and certified shall be rejected.
- B. **Sunbiz:** Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
- C. **Business Tax Receipt:** Proposer shall comply with Business Tax Receipt requirements for **their** business location. A copy of the business tax receipt or proof of exemption shall be included with the submittal package.

1.17 BACKGROUND INFORMATION

As part of the evaluation process, the Village reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the Village by the Proposer or any of their Owners.

1.18 REFERENCES/RECORD CHECK

As part of the evaluation process, the Village may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their REI constitutes acknowledgment of the process and consent to investigate. Village is the sole judge in determining Proposer's qualifications.

1.19 COMPETENCY OF RESPONDENTS

Proposals will be considered only from firms which are regularly engaged in the business of providing the services as described in this REI and who can provide evidence that they have established a satisfactory record of performance to ensure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Village.

1.20 CONTRACT TERM

At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the Village.

- A. **Contract Period:** This contract shall be awarded for an initial term of two (2) years subsequent to approval by the proper Village authorities. The contract may be renewed for three (3) additional one year periods provided both the successful proposer and the Village agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the Village and the successful proposer. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties not to exceed six (6) months.
- B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the Village of Indiantown with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for three (3) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed five (5) years. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the Village. Any price increases must be documented and approved by the Village of Indiantown. It is also expected that de-escalation of prices will be extended to the Village if the market so reflects.
- C. At the option of the Village, and upon the agreement of the Professional, this Contract may be converted to or replaced at any time with a "Continuing Services Contract" as

that term is defined in Section 287.055, et seq, Florida Statutes, Consultant's Competitive Negotiating Act (CCNA).

1.21 PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be monitored by Village staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the Village may without cause and without prejudice to any other right or remedy, terminate the contract whenever the Village determines that such termination is in the best interest of the Village. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Village Manager.

PART II STATEMENT OF WORK

2.1 QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

The exact scope of work shall be identified by work authorization on an "as needed basis (see attachment D). Qualified Engineers or firms must be registered with DBPR, FBPE and possess affiliations with NSPE and/or ASCE; and experienced Engineers to provide engineering and construction management, drafting, surveying, geotechnical engineering, roads, bridges, and infrastructure, buildings and structures, transportation engineering, stormwater, water and sewer systems, including but not limited to the following:

- Preparation of roadway location or alignment studies
- Preparation of roadway design
- Preparation of land acquisition documents
- Preparation of a hydrologic & hydraulic studies
- Preparation of storm drainage system design
- Preparation of new or retrofit storm water management design
- Preparation of floodplain studies
- Preparation and procurement of requisite environmental permits
- Performance of traffic counts
- Preparation of traffic studies and analysis
- Preparation of maintenance of traffic design
- Preparation of structural studies and design for bridges, culverts and retaining walls
- Preparation of construction documents
- Preparation of cost estimates
- Preparation of Construction Plans for Waterfront and Marine Facilities (docks, seawalls, river walks, upland support facilities)
- Presentation to the Council, staff, and the public of reports, plans, and exhibits
- Preparation of as-built plans and surveys
- Review of plans, specifications and estimates developed by others

- Other customary Professional Engineering Services

2.2 **TIMETABLES**

The Village and respondents shall adhere to the following schedule in all actions concerning this REI:

- On July 30, 2018 the Village issues the REI.
- From July 30, 2018 to August 16, 2018, the Village will receive and answer all inquiries received by mail, facsimile transmission or email.
- The Village must receive response submittals by no later than 2:00 p.m. on Thursday, August 30, 2018.
- The Village will review, evaluate, and rank the proposals in a timely manner.
- The ranked firms will be presented to the Village Council as the most qualified firms and request authorization to negotiate with the firms.
- The Village may enter into a contract after obtaining appropriate approvals effective October 1, 2018.

PART III INSTRUCTIONS FOR PREPARING SUBMISSIONS

3.1 **RULES FOR SUBMISSIONS**

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the REI. The interested firm or individual must submit one (1) original and six (6) copies of their proposal, including **one (1) electronic copy (PDF format preferred) on a CD** of the requested qualification data for evaluation. Please tab all support documents or attachments according to the order established in the following paragraph.

3.2 **PROPOSAL FORMAT**

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the Village has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Professional's understanding of the REI.

An agent authorized to negotiate for the respondent must sign the letter of transmittal. This signature shall certify the Village of the contents of the submittal and bind the firm to this

response to the Village of Indiantown's Request for Expressions of Interest. The transmittal letter shall not exceed two (2) pages in length.

Tab 1 ~ Company Qualifications: Firms shall provide a brief profile of their company, which should include their history, and corporate structure, ownership interest, and the length of company's existence. Professional must identify all of their offices, including the location of the main office that will be responsible for the actual production of the work and the key personnel in that office who will be responsible for the completion of the work, including the resumes of the primary (key) individuals. Resumes of proposed key personnel shall include (name, company address, phone number, e-mail address) job skills, education, training, experience and professional affiliations/membership.

Provide a list of disciplines offered by the firm (i.e. mechanical, electrical, hydrogeologic, geotechnical, structural, land surveying, etc.).

All proposed sub-consultants shall be identified for disciplines, and the working relationship between the respondent and the sub-consultant shall be explained. Sub-consultants shall also provide key personnel resumes.

Tab 2 ~ Operational Plan/Task Approach: Submit a demonstrated thorough understanding of the concepts, principles, and procedures of Engineering services and its applicability to the Village.

Provide an outline of proposed manner in which a scope of work by work authorization will be addressed and the manner in which the approach shall demonstrate the firm's capability to work within the Village's budget and time constraints. Describe all quality control implementation procedures, sub-consultant supervision, contract compliance and enforcement of industry standards. Discuss ways to maintain schedules and ways to recover. Discuss cost control and value engineering. Describe any project management systems used to track and control project issues. Describe the communication procedures to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with the Village's Project Manager and Village staff.

Tab 3 ~ Experience References/Past Performance: Provide a list of similar type projects which include a brief description of the project, cost, date the project was completed, and final construction cost and time. Owner of the project, including name, email address, and telephone number of a contact person, and as follows:

- Two (2) recent or current projects within the past year
- Three (3) projects with a Governmental entity within the past five years
- Provide a list of projected workloads. The volume of work previously awarded, with the intent of effecting equitable distribution of work among qualified firms.

Tab 4 ~ Familiarity: Provide a description of the firm's familiarity with local conditions, community goals, etc., in the Stuart/Martin County area.

Tab 5 ~ Financial Assessment: Describe a model for assessing financial decisions using principles of approaches as it relates to financial decision making, financial judgment with respect to Village projects in determining estimates of probable costs.

Tab 6 ~ Insurance: Provide proof of ability to obtain insurance coverages as detailed in Attachment A. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the Village along with their qualification data. A properly completed Accord Form is preferable. The Village of Indiantown being named as additional insured for General Liability shall be required prior to entering into a contract. The awarded firm shall either cover any sub-consultants on its policy or require the sub-consultants to conform to all requirements for insurance contained herein.

Tab 7 ~ Submittal Forms & Requested Information: This section shall include samples of project management reports, inspection forms used by the field personnel, record keeping procedures, and other information the respondent wishes to include.

Florida license / certified for the type of work to be performed in the State of Florida; Florida registration with the Division of Corporations; and affiliations; Business Tax Receipt w/copy of IRS W-9 form or proof of exemption as identified in Item 1.16.

Request for Information to submit with IRS W-9 Form as identified in Attachment B.

Tab 8 ~ Prohibition Non-Collusion/Conflict of Interest Disclosure Statements: In accordance with Florida Statute 287.055(6)(a), the following statement must be included in each submittal: “The respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, Council, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.”

Include the following Statement of Non-Collusion: “The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.”

Include a disclosure statement advising the Village of any potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

Signature on the transmittal letter shall certify the Village of these statements.

Tab 9 ~ Optional Information: Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 10 ~ Addenda (if applicable): All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

PART IV EVALUATION OF SUBMISSIONS

4.1 EVALUATION METHOD AND CRITERIA

- A. **General:** The Village of Indiantown reserves the right to request clarification on information submitted and to request additional information from one or more firms. The Village will select the firms which it feels are most qualified and best serves the interests of the Village. The Village shall be the sole judge and final arbiter of its own best interests; and the evaluation of submissions. In all instances the Village's decisions will be final. Proposals will be reviewed, evaluated, and ranked as to the qualification to perform the services required by a Selection Committee, which shall consist of Village staff. This criterion shall be utilized in the evaluation of the proposals.

EVALUATION CATEGORIES

POINTS POSSIBLE

Qualifications, Knowledge	
Engineering Disciplines List	30 pts
Operational Plan/Task Approach	25 pts
Experience/ References / Past Performance	20 pts
Familiarity	15 pts
Financial Assessment	10 pts

- B. **Selection:** Proposals will be evaluated using the above criteria scored and ranked. The Village will assign this task to a Selection Committee appointed by the Village Manager. The Selection Committee will make a recommendation for qualification to the Village Council for authorization to negotiate with the qualified firms ranked 1-5. The Village will determine based on the ranking, if a minimum of three (3) firms up to a maximum of five (5) firms will be awarded for equal distribution of services. The Village of Indiantown reserves the right to qualify individuals/firms solely from review of the packages which meets the best interests of the Village. By submitting a proposal, the respondent agrees to this selection and evaluation procedure.
- C. **Interviews:** The Village may require oral and visual interviews from firms. This shall be done at the Village's sole discretion when it feels interviews are essential as part of the evaluation process and are in the best interests of the Village. The Village shall be the sole judge and final arbiter of its own best interests in this matter. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.
- D. **Negotiations:** After staff concludes negotiations with the respondent(s) selected by the Village Council, staff will present the results of the negotiations to the Village Council with its recommendation. If the Village Council determines that staff is unable to negotiate a satisfactory contract with the respondents considered to be the most qualified at a price the Village determines to be fair, competitive, and reasonable, negotiations with that respondent(s) shall be formally terminated. Should the Village be unable to negotiate a satisfactory contract with the selected respondent(s), the Village may select additional respondent(s) in order of their original ranking, competence and qualification; and will continue negotiations until an agreement is reached. However, as stated in Item 1.4 above, the Village reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

- E. **Contact Person:** Questions or requests for additional information shall be directed to the Village Office, at (772) 597-9900, or email: tsarno@indiantown.org between the hours of 9:00 a.m. and 5:00 p.m., local time, Thursdays and Fridays.

4.2 TERMS AND CONDITIONS

All prospective Contractors are hereby cautioned not to contact any member of the Stuart Village Council, the Village Manager, the Village Attorney (except to discuss grievance matters) or any member of the selection committee. All questions and contacts must be made through the Procurement Office. Attempts to lobby or persuade through other channels will result in disqualification.

Any actual or prospective Contractor who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the Village Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of Council action as to the selection or award recommendation.

The Village reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the Village.

As required by FS Section 287.133; “A person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount as stated in FS Section 287.017, for Category Two, for a period of thirty six months from the date of being placed on the convicted vendor list.” Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (904) 488-8131.

4.3 PROPOSED AGREEMENT

Qualified firms may enter into a master agreement for services with the Village based on the negotiated hourly rate schedule of personnel rates for the services, which may be ordered by work authorization under this agreement. These rates will be valid for the initial term of the agreement.

Please review Attachment C, Professional Services Agreement, and note any objections, or revisions that would be required within the submittal. Should no revisions be noted, the Village will assume and the contractor agrees that the terms and conditions of agreement are acceptable. The proposed Agreement does not authorize the performance of any work. The Village makes no covenant or promise as to the number of available projects or that the firm shall perform any project for the Village during the life of the Agreement.

Professional(s) shall not assign or transfer any or all of its rights, duties or obligations under the contract without the prior, written consent of the Village.

All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the services or obtained in the performance of the contract, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the Village upon their creation without restriction or limitation on their use and will be made available, upon request, to the Village at any time during the performance of the services. Proposer will not copyright any material or work product developed under the contract. Any reuse of Proposer's prepared documents by the Village, except for the specific purpose intended hereunder, will be at Village's sole risk and without liability or legal exposure to Proposer or its sub-proposers.

The agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The Village and Proposer shall submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties shall agree that proper venue for any suit concerning this Agreement shall be Martin County, Florida, or the Federal Southern District of Florida. Proposer shall agree to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. To encourage prompt and equitable resolution of any litigation, each party shall waive its rights to a trial by jury in any litigation related to the contract

4.3 ATTACHMENTS

Attachment A: Insurance Requirements

Attachment B: Request for Information to Submit With IRS W-9 Form

Attachment C: Professional Services Agreement

Attachment D: Sample Work Authorization

ATTACHMENT A
INSURANCE REQUIREMENTS

1. The successful professional shall not commence any work in connection with this agreement until it has obtained all of the following types of insurance and the Village has approved such insurance. Nor shall the successful professional allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. The successful professional shall maintain required insurance coverage for the full term of this agreement or for such longer periods as may be specifically required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than "B" as to management and no less than Class "VIII" as to strength in accordance with the A.M. Best Company Insurance Guide, or its equivalent as determined by the Village in its sole discretion.
2. **Loss Deductible Clause:** The Village shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the professional and/or subcontractor providing such insurance.
3. **Worker's Compensation Insurance:** The professional/service provider shall maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project that complies fully with the State of Florida Worker's Compensation Law, SS 440.
4. **General Liability:** The Professional shall, during the life of this agreement take out and maintain broad form Commercial General Liability [including premises/operations; products/completed operations with the XCU hazards; personal /advertising injury; and fire damage (minimum \$100,000)] for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate relative to any agreement resulting from a solicitation with the Village of Indiantown.
5. **Business Automobile:** The professional/service provider shall during the life of this agreement take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than \$1,000,000.00 combined single limit or \$500,000.00 per person/\$1,000,000.00 per accident bodily injury and \$250,000.00 per accident property damage.
6. **Professional Liability:** The professional shall during the life of this agreement take out and maintain Professional Liability coverage with limits of not less than \$1,000,000.00 per claim /\$2,000,000.00 per job, per year aggregate relative to any agreement resulting from this solicitation for the Village of Indiantown. The professional further agrees to maintain like coverage for a minimum of five (5) years following the completion of the agreement.
7. **Owner's Protective Liability Insurance:** The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from his operations under the Contract.
8. **Certificates of Insurance:** the Contractor, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

- (a) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
- (b) Statement that the Insurer will mail notice to the Village at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- (c) Village shall be named or additional named insured on General Liability Insurance and Business Automobile Liability Insurance.

NOTE: The Village can decrease or increase these limits, depending on the project, in its sole discretion.

ATTACHMENT B
REQUEST FOR INFORMATION TO SUBMIT WITH IRS W-9 FORM

Federal Income Tax Law requires a Form 1099 with a valid taxpayer identification number to be filed for payments made in the course of conducting a trade or business. Further, these payments may be subject to Backup Federal Income Tax Withholding for all payees who have not submitted a correct Federal Tax Identification Number at the time of payment.

Please read this form and complete the information thereon before signing and **returning with a copy of your IRS W9 Form**. If you are a corporation, we will not issue you a Form 1099 (Reference: 1.6401-3(c)). However, kindly return this form to document your corporate status.

In order to avoid the possibility of future payments being held subject to Backup Withholding at a rate of 31%, please complete the form printed below and return this letter to the above address or E-mail request to: tsarno@indiantown.org.

VENDOR NAME _____

DBA: _____

CORPORATE ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: (____) _____ **FAX:** (____) _____ **ALTERNATE PHONE:** (____) _____

“THE ABOVE INFORMATION WILL BE USED FOR PURCHASE ORDERS”

REMIT TO ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: (____) _____ **FAX:** (____) _____ **ALTERNATE PHONE:** (____) _____

COMPANY CONTACT NAME: _____

COMPANY/CONTACT EMAIL ADDRESS: _____

TYPE OF ORGANIZATION

- | | | |
|---|---|---|
| 1. <input type="checkbox"/> Corporation | 3. <input type="checkbox"/> Sole Proprietor | 5. <input type="checkbox"/> Government Agency |
| 2. <input type="checkbox"/> Partnership | 4. <input type="checkbox"/> Individual | 6. <input type="checkbox"/> Other: _____ |

1099 REPORTING STATUS (Check One): ☐ **Yes** ☐ **No**

TAXPAYER IDENTIFICATION NUMBER:

Employer Identification Number: _____ (Or) Social Security Number: _____ - _____ - _____

Print name of Taxpayer if using SS#: _____

Under penalties of perjury, I certify that this statement is accurate and complete.

Signature: _____ Title: _____

Date: _____ Phone: (____) _____



ATTACHMENT C
STANDARD AGREEMENT
BETWEEN
VILLAGE OF INDIANTOWN AND PROFESSIONAL
FOR ENGINEERING SERVICES

PROJECT: REI #02-2018: PROFESSIONAL ENGINEERING SERVICES

CONSULTANT:

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the ____ day of _____, 2018 by and between _____, hereinafter referred to as "CONSULTANT" and the Village of Indiantown, Florida, a municipal corporation, 65500 SW Warfield Blvd., Indiantown, FL 34956, hereinafter referred to as "VILLAGE", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

Village intends to enter into a contract with Professional for provision of Engineering Services by the Professional and the payment for those services by Village as set forth below.

II. SCOPE OF SERVICES

The Professional shall provide Professional Engineering Services in all phases of any project for which a Work Authorization has been issued by the Village pursuant to this Agreement as hereinafter provided. These services will include serving as Village's professional consulting representative for the Project, providing professional consultation, advice, and furnishing customary engineering as described in the Work Authorization. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Work Authorization.

Section 1. Scope of Service

Professional shall work with the Village Manager, Village Attorney, or other Village staff in advising the Village and the Village Council regarding Professional Engineering Services. The services will be those customarily attendant to Professional Engineering Services including, but not limited to the following:

- A. Preparation of roadway location or alignment studies
- B. Preparation of roadway design
- C. Preparation of land acquisition documents
- D. Preparation of a hydrologic & hydraulic studies
- E. Preparation of storm drainage system design
- F. Preparation of new or retrofit storm water management design
- G. Preparation of floodplain studies
- H. Preparation and procurement of requisite environmental permits
- I. Performance of traffic counts

- J. Preparation of traffic studies and analysis
- K. Preparation of maintenance of traffic design
- L. Preparation of structural studies and design for bridges, culverts and retaining walls
- M. Preparation of construction documents
- N. Preparation of cost estimates
- O. Preparation of Construction Plans for Waterfront and Marine Facilities (docks, seawalls, river walks, upland support facilities)
- P. Presentation to the Council, staff, and the public of reports, plans, and exhibits
- Q. Preparation of as-built plans
- R. Review of plans, specifications and estimates developed by others
- S. Other customary Professional Civil Engineering Services

III. AGREEMENT PROVISIONS

Section 1. Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both Village and Professional. Term of this agreement shall be for an initial period of two (2) years with the option of three (3) additional one-year renewal periods, upon the mutual agreement of the parties. At the option of the Village, and upon the agreement of the Professional, this Contract may be converted to or replaced at any time with a "Continuing Services Contract" as that term is used in Section 287.055, et seq, Florida Statutes (CCNA).

Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties not to exceed six (6) months.

Section 2. Work Authorization

Each "Work Authorization" shall specify the Period of Service agreed to by the Village and the Professional for services to be rendered under said "Work Authorization".

VILLAGE will compensate Professional for services under each Work Authorization. The fee due to the Professional shall be set forth in each Work Authorization and shall be in accordance with Professional's personnel hourly rate schedule formalized in "**Exhibit C**" to this Agreement. Professional's personnel hourly rate schedule may be updated prior to each optional renewal period.

Section 3. Compensation and Method of Payment

3.1 Fee Schedule

Professional's personnel hourly rate schedule formalized in "**Exhibit C**" shall include all services, material, supplies and any other items or requirements necessary to complete the work as described herein, including but not limited to out of pocket expenses, such as, identifiable communication expenses, reproduction costs, postage, printing, copying, and long distance telephone, etc.

3.2 Invoices

CONSULTANT shall submit an invoice to the VILLAGE upon completion of the Scope of Service as defined by the work authorization. Each invoice shall be detailed and include, but not be

limited to, hours worked by each person assigned to the work authorization, date worked and all ancillary expenses incurred and by whom.

3.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by Village. Payment is delinquent 30 days following receipt and approval of invoice by Village.

Section 4. Use of Documents

4.1 Ownership of Original Documents

All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONSULTANT'S services or have been created during the course of the CONSULTANT'S performance under this Contract shall become the property of and shall be delivered to the VILLAGE after final payment is made to the CONSULTANT.

Section 5. Termination

5.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

5.2 Termination for Cause

The performance of the Agreement may be terminated by the Village of Indiantown in accordance with this clause, in whole or in part, in writing, whenever the VILLAGE shall determine that the CONSULTANT has failed to meet performance requirement(s) of the Agreement. If the successful bidder should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the VILLAGE, then the VILLAGE can, after giving the successful proposer seven (7) days written notice, and without prejudice to any other right or remedy, terminate this agreement.

Section 6. VILLAGE'S Obligations

6.1 Data to be Furnished

VILLAGE shall provide the following information or services as required by CONSULTANT to complete the terms of the Agreement:

6.2 Designated Representative

The Designated Representative of the VILLAGE to act with authority on the VILLAGE's behalf with respect to all aspects of the Project is _____. This designation may be delegated by the _____ Director to another person.

Section 7. Persons Bound by Agreement

7.1 Parties to the Agreement

The persons bound by this Contract are the CONSULTANT and the VILLAGE and their respective partners, successors, heirs, executors, administrators, assigns and other legal representatives.

7.2 Assignment of Interest in Agreement

This Contract and any interest associated with this Contract may not be assigned, sublet or transferred by either party without the prior written consent of the other party. The Village may grant consent based upon the following factors: The qualifications of the assignee, the financial stability of the assignee, the likelihood of time to complete the contract, And other applicable factors as they relate to the service. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates and subcontractors as CONSULTANT may deem appropriate to assist in the performance of the services hereunder.

7.3 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than CONSULTANT and the VILLAGE.

Section 8. Indemnification of VILLAGE

The CONSULTANT and any of its agents, employees, subcontractors, sub-consultants, or anyone for whose act or acts any of them may be liable in the performance of the services under this Contract shall indemnify and hold harmless VILLAGE, its agents, employees, elected officers and representatives from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of this Contract.

The CONSULTANT agrees to hold the VILLAGE harmless from loss, damage, injury or liability arising directly from the negligent acts or omission of the CONSULTANT, its employees, agents, subcontractors and their employees and agents.

Section 9. Insurance.

9.1. General

CONSULTANT assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, arising out of or in any manner connected with the execution of the work under this Contract by CONSULTANT, and to the fullest extent permitted by law, CONSULTANT shall defend and indemnify the VILLAGE from all such claims including without limitation claims for which the VILLAGE may be, or may be claimed to be, liable in whole or in part and legal fees and disbursements paid or incurred to defend any such claims, as well as legal fees paid or incurred in connection with enforcing the provisions of this paragraph. CONSULTANT assumes the entire responsibility and liability for all damages and injury to all persons, whether their employees or otherwise, and to all property arising out of or in any manner connected with the execution of the work by CONSULTANT under this Contract. CONSULTANT shall obtain, maintain and pay for general liability insurance coverage as will insure the

provisions of this paragraph and any other contractual indemnities assumed by CONSULTANT in this specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by CONSULTANT.

9.2 Workers' Compensation

The CONSULTANT shall procure and maintain, during the life of this Contract, Worker's Compensation insurance as required by Florida Statutes for all of employees of the CONSULTANT engaged in work on the Project under this Contract.

9.3 Insurance Policy Limits

CONSULTANT shall procure and maintain insurance policies as specified in Attachment A of the solicitation, (REI# 02-2018) and designated in Exhibit B.

9.4 Insurance Cancellation

The CONSULTANT shall furnish to the VILLAGE Certificates of Insurance stating the Insurer will grant the Village the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the VILLAGE fifteen (15) days prior to the renewal date.

9.5 VILLAGE to be Named Additional Insured

The amounts of insurance shall be determined by the VILLAGE. The VILLAGE shall be named as "additional insured" with regard to the coverage of General Liability and Automobile Liability policies.

9.6 Status of Claim.

The CONSULTANT shall be responsible for keeping the VILLAGE currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Contract. The CONSULTANT shall send notice of claims related to work under this Contract to the Village. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

Village Attorney
Village of Indiantown
PO Box 398
Indiantown, FL 34956

Section 10. Professional Standards

10.1 Other Agreements

CONSULTANT is entering into this Contract with the understanding that the VILLAGE has no agreements, either written or oral, for professional services relating to this specific Project which include any of those services within the Scope of Services defined herein.

10.2 Approvals Not Guaranteed

All work performed by Professional will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations. However, Professional does not warrant or represent that any governmental approval will be obtained, only that the Professional will exercise its best efforts to obtain all such approvals contemplated under this Contract.

10.3 Governmental Regulations

Professional shall assure that work performed under each Project Authorization shall be in accordance with all applicable governmental regulations.

Section 11. Opinions of Cost

Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified CONSULTANT, familiar with the construction industry. The CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If at any time the VILLAGE wishes greater assurance as to the amount of any cost, the VILLAGE shall employ an independent cost estimator to make such determination. Consulting services required to bring cost within any limitation established by the VILLAGE will be paid for as additional services hereunder by the VILLAGE.

Section 12. General Conditions

12.1 Venue in Martin County

Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

12.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

12.3 Attorney's Fees and Costs

In the event the CONSULTANT defaults in the performance of any of the terms, covenants and conditions of this Contract, the CONSULTANT agrees to pay all damages and costs incurred by the VILLAGE in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

12.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through

non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the VILLAGE shall select the mediator who, if selected solely by the VILLAGE, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

12.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. No verbal agreement by the VILLAGE or the VILLAGE's representative identified herein shall be binding or enforceable against the VILLAGE.

12.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the Village, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

12.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

12.8 Competitive Negotiation

CONSULTANT shall execute a truth-in-negotiation certificate stating that wage rates and other factual costs supporting the compensation are accurate, complete, and current. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual costs. All such contract adjustments must be made within one (1) year following the end of the contract.

12.9 Prohibition Against Contingent Fees

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

CONSULTANT or partnership thereof, who offers to pay, or pays any fee, Council, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any Village contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in F.S. 775.082 or F.S. 775.083.

Section 13. Public Records

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the Village Clerk as the custodian of Public Records for the Village of Indiantown, and all the respective departments at 772-597-9900 or cwhite@indiantown.org, Village of Indiantown, Village Clerk 65500 SW Warfield Blvd. Indiantown, FL 34956 per F.S. 119.12.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

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

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

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

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 14. Exhibits

The following Exhibits are attached to and made a part of this Contract:

"Exhibit A" - "Proposal as Submitted by Professional and Accepted by Village"

"Exhibit B" - "Original Request for Proposal as Issued by Village, including all Addenda"

"Exhibit C" - "Professional's Personnel Hourly Rate Schedule"

"Exhibit D" - "Insurance and Indemnification"

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Signatures are on following page

IN WITNESS WHEREOF, the VILLAGE has hereunto subscribed and the PROFESSIONAL has signed his, its, or their name, or names the date aforesaid.

VILLAGE OF INDIANTOWN, FLORIDA

ATTEST:

CHERYL WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

**APPROVED AS TO FORM
AND CORRECTNESS:**

PAUL J. NICOLETTI
VILLAGE ATTORNEY

WITNESSES:

PROFESSIONAL

(Signature)

(Signature)

(Signature)

Printed Name

Title

ATTACHMENT D

“SAMPLE”

WORK AUTHORIZATION
TO THE
AGREEMENT FOR CIVIL ENGINEERING SERVICES
BETWEEN THE VILLAGE OF INDIANTOWN AND
THE FIRM OF
XXXXXXXX

PROJECT DESCRIPTION: *NAME OF PROJECT*

I. PURPOSE

This is an attachment to the Master Agreement for Civil Engineering Services dated XXXXX between the Village of Indiantown (VILLAGE) and the firm of XXXXX. (PROFESSIONAL) and made a part thereof. The purpose of this Project Authorization is to specify the required services of the PROFESSIONAL to design xxxx, prepare Construction documents, provide Bidding Phase services, and to provide Construction Phase services for the *Project Name*.

II. PROFESSIONAL'S SERVICES

The PROFESSIONAL shall design xxxx, prepare Construction documents, provide Bidding Phase services, and Construction Phase services for the *Project Name*.

III. GENERAL SCOPE OF WORK

The PROFESSIONAL's services shall include, but not be limited to, the following items:

A. TASK A: DESIGN AND PERMITTING

1. Data Collection
2. Analysis of xxxxxx
3. Design of xxxxx
4. Preparation of Technical Specifications
5. Monthly meetings with VILLAGE staff
6. The PROFESSIONAL shall procure the necessary permits required for the items described in this Project Authorization.
7. Prepare minutes and agendas for all meetings and submit to the VILLAGE.

B. TASK B: CONSTRUCTION DOCUMENTS

1. The PROFESSIONAL shall prepare complete Construction Drawings (100% drawings) and specifications for the work as described in III.A. (above).
2. Drawings shall be furnished to the VILLAGE in reproducible form and to a satisfactory scale. They shall be accurate, legible, complete and suitable for bidding purposes. The PROFESSIONAL shall furnish, when requested, all necessary prints, sepias and other information during the design process, for review by the VILLAGE, utility suppliers and

other parties having jurisdiction and to fulfill requests by other government agencies and the public. The construction drawings must meet the following minimum plans and design documentation packaging requirements:

Plan sets:

- a. Cover / Key Sheet
- b. Summary of Pay Items
- c. Reference Points
- d. Typical Sections
- e. Miscellaneous Detail Sheet

3. Based upon the final Construction Documents, the PROFESSIONAL shall prepare and submit an estimate of probable cost for construction.

C. TASK C: BIDDING PHASE SERVICES

The PROFESSIONAL shall:

1. Attend Pre-Bid Conference.
2. Prepare Pre-Bid Meeting Minutes.
3. Respond to questions during bidding, as needed.
4. Review bid submittals for compliance with the plans and specifications, and prepare a comparative bid analysis.
5. Make a recommendation for award based on bids received and reference checks.

D. TASK D: CONSTRUCTION PHASE SERVICES

1. The PROFESSIONAL's responsibility to provide Construction Phase Services under this agreement commences with the award of each Contract for Construction and terminates at the earlier of the issuance by the VILLAGE of the final Certificate for Payment or 30 days after the date of Substantial Completion of the Work, but may be extended.
2. The PROFESSIONAL shall attend and administer the preconstruction conference.
3. Visits to Site and Observation of Construction: In connection with observations of the work of Contractor(s) while it is in progress, PROFESSIONAL shall make visits to the site at intervals appropriate to the various stages of construction as PROFESSIONAL deems necessary in order to observe as an experienced and qualified design professional the progress of the various aspects of Contractor(s)' work.
4. Defective Work: During such visits and on the basis of such observations, PROFESSIONAL may disapprove or reject Contractor(s)' work while it is in progress if PROFESSIONAL believes that such work will not produce a completed PROJECT that conforms to the Contract Documents or that it will prejudice the integrity of the design concept of the PROJECT as reflected in the Contract Documents.
5. Interpretations and Clarifications: PROFESSIONAL shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

6. Shop Drawings: PROFESSIONAL shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the PROJECT.
7. Substitutes: PROFESSIONAL shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
8. Inspections and Tests: PROFESSIONAL shall have authority, as VILLAGE's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
9. Disputes between VILLAGE and Contractor: PROFESSIONAL shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of VILLAGE and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
10. Applications for Payment: Based on PROFESSIONAL's on-site observations as an experienced and qualified design professional, and on review of applications for payments and the accompanying data and schedules:
 - a. PROFESSIONAL shall verify the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to VILLAGE, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of PROFESSIONAL's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, PROFESSIONAL's verifications of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
11. Contractor(s)' Completion Documents: PROFESSIONAL shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents and shall transmit them to the VILLAGE with written comments.
12. Inspections: PROFESSIONAL shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable to the VILLAGE and other governing agencies so that PROFESSIONAL may recommend, in writing, final payment to Contractor(s) that the work is acceptable (subject to any conditions therein expressed).
13. Closeout: PROFESSIONAL shall provide assistance in the closing of any financial or related transaction for the PROJECT (project closeout book, summary of testing, rectifying

change orders, final pay estimate, summary of Resident Project Representative (RPR) time, PROFESSIONAL and owner certification letter).

14. As-Built Drawings: PROFESSIONAL shall prepare a set of mylar record prints of Drawings (3 sets of prints and 1 CD) showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to PROFESSIONAL and which PROFESSIONAL considers significant, including ALP Update.

IV. VILLAGE RESPONSIBILITIES

The VILLAGE will provide specific data for *project*.

V. WARRANTY

The PROFESSIONAL warrants that the plans and specifications produced as a result of this contract are complete, correct and suitable for the purpose intended.

VI. AMERICANS WITH DISABILITIES

The PROFESSIONAL shall ensure compliance with all applicable governmental accessibility standards, including without limitation those applicable under Section 35.151 CFR.

VII. DELIVERABLES

The PROFESSIONAL shall supply 60%, 90%, and 100% Plans and Specifications to the VILLAGE for review. Each draft submittal shall include two copies of the draft Plans and Specifications. The PROFESSIONAL shall submit to the VILLAGE the final Plans and Specifications in the following amounts:

1. Unsealed Copy of Final Plans – 1 set
2. Sealed Copy of Final Plans – 1 set
3. Digital Copy of Final Plans – 1 copy
4. Unbound set of Technical Specifications – 1 set
5. Digital Copy of Technical Specifications – 1 copy

VIII. PLAN AND SPECIFICATIONS REPRODUCTION

The PROFESSIONAL will provide two (2) sets of the plans and specifications for bidding purposes. One set is to be a signed and sealed record set. The cost of these sets is included in the design costs paid the PROFESSIONAL as compensation for services required under this Project Authorization. If additional sets of Construction Documents are required by the Village, the PROFESSIONAL shall furnish such sets at cost. Payment for such additional sets shall be promptly made by the VILLAGE, upon properly supported invoices, submitted by PROFESSIONAL.

IX. PLANS AND DOCUMENT OWNERSHIP

The original plans and specifications will become the property of the VILLAGE upon completion of this Project. Computer systems (CADD) are to be used in the preparation of the

construction plans; a copy of all electronic data and drawing files are to be submitted on CD media. These will utilize AutoCAD version 14.0 or 2000 software. If other software is used, it is to be translated to the aforementioned software. The supplied disks are to include all point and working files.

X. SCHEDULES AND TIME CONSTRAINTS

Within ten (10) days after receiving the Notice to Proceed, the PROFESSIONAL shall provide a schedule and an anticipated payment schedule. The total time allowed for the PROFESSIONAL's services required under this Project Authorization shall be XXXX (XX) months from the date of the Notice to Proceed. The construction documents shall be completed within XXX (X) months from the date of the Notice to Proceed.

XI. COMPENSATION

Payment for all services will be in accordance with the Standard Agreement for Civil Engineering Services. Total compensation shall, based on the man hours shown in Exhibit A, for all services, material, supplies and any other items or requirements necessary to complete the work as described herein to include actual salary costs, overhead, out of pocket expenses, and profit shall not exceed XXXXXX dollars (\$XXXX).

Section 4. Additional Services

4.1 Requests for Additional Services

The undertaking by the Professional to perform professional services defined within this Contract extends only to those services specifically described herein. If upon the request of the Village, the Professional agrees to perform additional services hereunder, the Village shall pay the Professional for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with Professional's current personnel fee schedule, plus reimbursable expenses so incurred by the Professional; unless a lump sum addendum to this Contract is executed by the parties to this Contract which addresses the additional services.

4.2 Changes in Scope/Conditions

Additional Services shall include revisions to work previously performed that are required because of a change in the data or criteria furnished to the Professional, or a change in the scope of concept of the Project initiated by the Village, or services that are required by changes in the requirements of public agencies, after work under this Contract has commenced.

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

PROFESSIONAL: *FIRM*

(SEAL)

By: _____
(Signature)

BY _____
Corporate Officer Name & Title

Date _____

ATTEST:

TECHNICAL PROVISIONS OF CONTRACT APPROVED:

BY: - _____

Date

=====

VILLAGE OF INDIANTOWN, FLORIDA

BUDGETARY PROVISIONS OF CONTRACT APPROVED:

Village Manager

Date

=====

APPROVED AS TO FORM & LEGALITY FOR THE USE AND BENEFIT OF VILLAGE ONLY

Village Attorney

Date

=====

PUBLIC RECORDS HOLDER ACCEPTS CONTRACT DOCUMENTS:

Village Clerk

Date

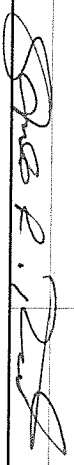
EXHIBIT 'A'

Position	Hours	Hourly Rate	Total Fee
Principal			
Project Manager			
CAD Technician			
Clerical			
Subconsultants			
Hydrogeologic			
Electrical			
Surveying			
TOTAL COMPENSATION			

VILLAGE OF INDIANTOWN, FLORIDA

BID COMMITTEE SCORING SHEET							
REI #02-2018PROFESSIONAL ENGINEERING SERVICES							
	OVERALL QUALIFICATIONS, KNO WLEDGE, ENGINEERING DISCIPLINES LIST	OPERATIONAL PLAN/TASK APPROACH	EXPERIENCE/REF ERENCES/PAST PERFORMANCE	FAMILIARITY	FINANCIAL ASSESSMENT	TOTALS	
FIRM NAME / LOCATION	30 POINTS	25 POINTS	20 POINTS	15 POINTS	10POINTS	100 POINTS	
BOWMAN CONSULTING	28	24	12	12	8	84	
	29	24	18	14	9	94	
CAPTEC ENGINEERING							
	26	24	18	12	9	89	
ENGENUITY GROUP, INC							
KIMLEY HORN	28	24	18	12	8	90	
THE MILCOR GROUP	26	24	10	14	2	84	

VILLAGE OF INDIANTOWN, FLORIDA

WRMA WATER RESOURCES MANAGEMENT	25	22	17	12	8	84
VELCON ENGINEERING AND SURVEYING	22	21	19	12	7	81
SIGNATURE				DATE:	9/14/18	

VILLAGE OF INDIANTOWN, FLORIDA

BID COMMITTEE SCORING SHEET							
REI #02-2018 PROFESSIONAL ENGINEERING SERVICES							
	OVERALL QUALIFICATIONS, KNOWLEDGE, ENGINEERING DISCIPLINES LIST	OPERATIONAL PLAN/TASK APPROACH	EXPERIENCE/REFERENCES/ PAST PERFORMANCE	FAMILIARITY	FINANCIAL ASSESSMENT	TOTALS	
FIRM NAME / LOCATION	30 POINTS	25 POINTS	20 POINTS	15 POINTS	10 POINTS	100 POINTS	
BOWMAN CONSULTING	29	24	20	15	10	98	
CAPTEC ENGINEERING	30	24	20	15	10	99	
ENGENUITY GROUP, INC	28	23	15	10	7	83	
KIMLEY HORN	28	25	20	12	10	95	
THE MILCOR GROUP	29	20	15	15	8	87	

VILLAGE OF INDIANTOWN, FLORIDA

WRMA WATER RESOURCES MANAGEMENT	25	19	15	16	9	81
VELCON ENGINEERING AND SURVEYING	25	18	18	10	9	80
SIGNATURE						

Bonnie Clay


9-14-18

DATE:

VILLAGE OF INDIANTOWN, FLORIDA

BID COMMITTEE SCORING SHEET							
REI #02-2018 PROFESSIONAL ENGINEERING SERVICES							
	OVERALL QUALIFICATIONS, KNOWLEDGE, ENGINEERING DISCIPLINES LIST	OPERATIONAL PLAN/TASK APPROACH	EXPERIENCE/REFERENCES/ PAST PERFORMANCE	FAMILIARITY	FINANCIAL ASSESSMENT	TOTALS	
FIRM NAME / LOCATION	30 POINTS	25 POINTS	20 POINTS	15 POINTS	10 POINTS	100 POINTS	
BOWMAN CONSULTING	26	24	17	14	10	91	
CAPTEC ENGINEERING	28	25	19	15	10	97	
ENGENUITY GROUP, INC	25	23	18	14	9	89	
KIMLEY HORN	28	24	19	15	9	95	
THE MILCOR GROUP	27	23	17	15	9	91	

VILLAGE OF INDIANTOWN, FLORIDA

WRMA WATER RESOURCES MANAGEMENT	24	22	17	13	9	85
VELCON ENGINEERING AND SURVEYING	25	21	17	12	7	82
SIGNATURE				DATE: 9/14/18		

VILLAGE OF INDIANTOWN, FLORIDA

BID TABULATION SHEET	ENGINEERING		OPENED 2:00 PM	August 30, 2018
FIRM NAME	PRICE	SERVICES	HOLD BID 90 DAYS	OTHER TERMS
Captec Engineering	N/A	Professional Engineering Services	✓	
Bauman Consulting	N/A	Professional Engineering Services	✓	
The milCore Group	N/A	Professional Engineering Services	✓	
Velcon Engineering & Surveying	N/A	Engineering & Surveying Services	✓	
Engenuity Group	N/A	Professional Engineering Services	✓	
SIGNED BY:				

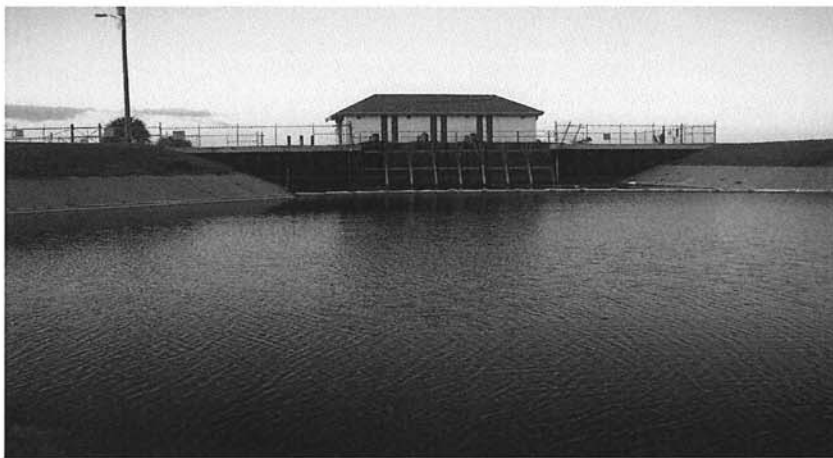
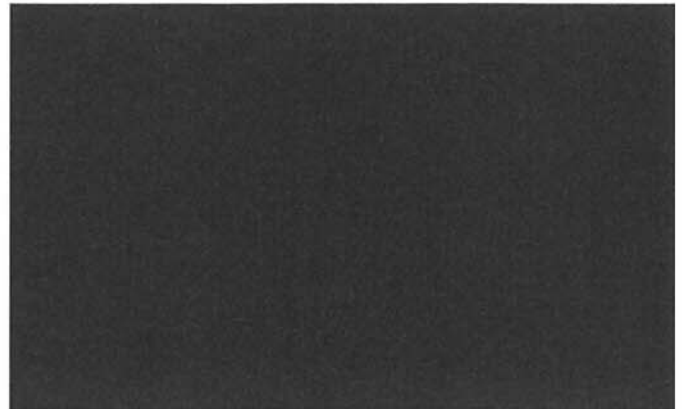
VILLAGE OF INDIANTOWN, FLORIDA

BID TABULATION SHEET	ENGINEERING		OPENED 2:00 PM	August 30, 2018
FIRM NAME	PRICE	SERVICES	HOLD BID 90 DAYS	OTHER TERMS
Kimley Horn	N/A	Professional Engineering Services	✓	
Water Resources Engineering	N/A	Professional Engineering Services	✓	
SIGNED BY: [Signature] August 30, 2018 Office Assistant	8-30-18	Village Manager Permit Tech.		

8/30/2018

Page 1

**Request for Expression of Interest
REI #02-2018
Professional Engineering Services**



301 NW Flagler Avenue
Stuart, FL 34994
(772) 692-4344
gocaptec.com



Due: Thursday,
August 30, 2018
@ 2:00 pm





LETTER OF TRANSMITTAL

August 30, 2018

Village of Indiantown
Village Offices
16500 SW Warfield Blvd.
Indiantown, FL 34956

Re: **REI # 02-2018 "PROFESSIONAL ENGINEERING SERVICES"**

Dear Madam or Sir:

CAPTEC Engineering, Inc., a local civil engineering firm in Stuart, Florida, is pleased to submit our qualifications for the Professional Engineering Services Contract. The CAPTEC team has been involved with all aspects of Civil Engineering for the past 22 years. The majority of services under this contract will be provided by CAPTEC. The CAPTEC Team will utilize other Sub-Consultants to complete various tasks and CAPTEC will provide overall management and supervision of the various Sub-Consultants. Team firm responsibilities for various project components will be as follows:

Qualifications/ Knowledge/Engineering Disciplines

- **Preparation of Roadway location and alignment studies – CAPTEC Engineering, Inc.**
- **Preparation of Roadway, Sidewalk and Bike Lane Designs - CAPTEC**
- **Preparation of Land Acquisition documents – CAPTEC / Dan Dieghan**
- **Preparation of Hydrologic & Hydraulic Studies – CAPTEC**
- **Preparation of Storm Drainage System Design - CAPTEC**
- **Preparation of new or retrofit Storm Water Management Design - CAPTEC**
- **Preparation of Floodplain Studies - CAPTEC**
- **Preparation and procurement of requisite environmental permits – CAPTEC/ Hobe Sound Environmental Consultants, Inc./ EW Consultants, Inc.**
- **Performance of Traffic Counts/ Speed Studies - CAPTEC**
- **Preparation of Traffic Studies and Analysis – CAPTEC/ MacKenzie Engineering and Planning, Inc. / Susan O'Rourke, Inc.**
- **Preparation of Maintenance of Traffic Design – CAPTEC / MacKenzie Engineering and Planning, Inc. / Susan O'Rourke, Inc.**
- **Preparation of Structural Studies and Design for Bridges, Culverts and Retaining Walls – CAPTEC and TRC Worldwide Engineers, Inc.**
- **Preparation of Construction Documents - CAPTEC**
- **Preparation of Cost Estimates – CAPTEC**
- **Preparation of Construction Plans for Waterfront and Marine Facilities (docks, seawalls, river walks, upland support facilities) – CAPTEC and TRC Worldwide Engineers, Inc. (structural)**
- **Presentation to the Council, Staff and the Public of Reports, Plans and Exhibits – CAPTEC**
- **Preparation of As-built Plans and Surveys - Betsy Lindsay, Inc. / GCY, Inc. and NorthStar Geomatics, Inc.**
- **Review of Plans, Specifications and Estimates developed by others – CAPTEC**
- **Other customary Professional Engineering Services – CAPTEC**
- **Prepare Irrigation Plans and Design-Masuen Consulting, LLC/ CAPTEC**
- **Prepare Street Lighting designs/ Plans-Wojcieszak & Associates, Inc. / CAPTEC**
- **Grant Procurement/ Administration Services – CAPTEC/ Cape Canaveral Scientific, Inc.**

Experience/ References/ Past Performances/ Familiarities:

The CAPTEC Team has vast local experience and extremely qualified professionals that can service the Village of Indiantown's needs. CAPTEC has been awarded multiple local Municipal Continuing Contracts. CAPTEC has consistently worked with the above list of Sub-Consultants to complete our projects. Our staff completes development review for several Municipalities, we have worked on many different type of infrastructure projects such as; roadways/ roundabouts/ signals/ water and sewer line extensions/ park projects/ stormwater management retrofits and grant funding. We are very knowledgeable of working in the Village of Indiantown – having worked on the Carter Park/ McDonald's and the Holy Cross Catholic Church in Indiantown. We continually work for all Municipalities on the Treasure Coast and are successful at obtaining grant funding for virtually all Municipalities. We are experienced in all local governing agency codes, regulations, guidelines, preferences and overall culture. We have formed strong contacts at Martin County, the FDOT, FDEP, SFWMD, ACOE and with other regulatory agency staff.

OPERATIONAL PLAN / TASK APPROACH

The CAPTEC Team Listens to our Clients, incorporating their goals within the guidelines of local codes and ordinances and providing periodic design updates helps ensure that the final product coincides with the Village of Indiantown's project vision. A "can do" attitude has earned us a reputation as a service-oriented team player. Our staff members will serve as an extension of the Village's staff from the preliminary / research phase through construction and project close out. We have quality control requirements integral to our organization which document what design criteria and specification criteria will be followed for a project. We then reassess these items during the permit process, the bid process and throughout the construction process. Finally, a constructability, financial and maintenance review is incorporated into our projects to confirm they will function properly. One of CAPTEC's unique benefits is that we have successfully obtained grant funding for better than 90% of our Municipal Projects.

Location: All work will be completed at the primary office of CAPTEC Engineering, Inc. Also, CAPTEC is a certified Small Business in the State of Florida. Our team members include Small/ Women Owned Businesses such as: Betsy Lindsay, Inc., Susan O'Rourke, and others.

Scheduling: Our team will closely monitor schedules and the proposed improvements throughout the design and construction of the project to make sure we complete work on time and within budget. The work of Design/ Permitting and Project close-out will be seamless, with all key members of team working together, throughout the entire project to be successful.

Quality Control / Fees: CAPTEC staff for projects will include a Project Manager, Technician and Project Coordinator. All work will be Quality Controlled. CAPTEC's staff is familiar with all the local Municipalities Bid Processes and Technical Specifications required. CAPTEC's Engineering rates are comparable to other local Consultants.

The CAPTEC Team Availability: Our staff is **IMMEDIATELY AVAILABLE** to provide the Village of Indiantown with the resources necessary to complete the proposed civil engineering projects on time and within budget. Our current staff of 20 professionals will respond to Village's requests. The CAPTEC Team has expanded as necessary to maintain our quality services. CAPTEC staff and its Sub-Consultants team are invested in the community both as Residents and Business Owners.

The CAPTEC team appreciates the opportunity to present these qualifications and look forward to the shortlist presentation process.

Sincerely,


Joseph W. Capra, PE, President
jcabra@gocaptec.com

301 NW Flagler Avenue · Stuart, FL 34994 · 772-692-4344 · Fax 772-692-4341 · E-mail captecinfo@gocaptec.com





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Letter of Transmittal

Tab 1. Company Qualifications

Tab 2. Operational Plan/ Task Approach

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TAB 1: COMPANY QUALIFICATIONS

CAPTEC Engineering, Inc. is located in Stuart, Florida and within 18 miles from the Village of Indiantown. Presently our staff includes 20 professional individuals with a wide variety of civil engineering experience. CAPTEC employs 4 Professional Engineers and consists of 5 Project Managers, 4 Engineering Intern (EI) Technicians, 4 CADD/Modeling designers, 2 Inspectors, 4 Project Coordinators and an Office Manager. Our CEI staff can produce 3 FDOT Certified Inspectors on all disciplines needed for this project. All **CAPTEC** staff has worked on several projects in the Village of Indiantown and are familiar with its roadway, storm water, park, utility and transportation infrastructure.

CAPTEC was founded in 1996 and opened a second office in Stuart in 2001, finally designing our own office building, which was completed in June 2006. Our staff members live on the Treasure Coast; therefore, we are personally and professionally aware of the current and future infrastructure and service needs of the Village of Indiantown and local Communities.

The CAPTEC Mission Statement recognizes the requirements of services to our Clients. Our Staff reviews their mission statement in our weekly staff meetings. Currently our Staff is 20 professional individuals located on the Treasure Coast. Our Team ranging from; the Professional Engineer who design and manages each project, to the Technician's that models, completes designs and completes the CADD operations and to the Project Coordinators that files the required paperwork for the owner and regulatory agencies. CAPTEC has an in-house Bookkeeper/Office Manager that maintains the Cost Accounting for our projects. All Staff know the requirements for each of their projects.

CAPTEC has worked for all Municipalities on the Treasure Coast. CAPTEC reviewed, specifically for development projects, whereby reviewing for Municipal Code Compliance and Platting. CAPTEC is also the Town Engineer for the Town of Sewall's Point and provides all services from oversight of roadway maintenance / Storm water permitting and retrofits/ CRS oversight/ LMS involvement / MPO involvement / FEMA House Raising oversight/ Storm water Maintenance and Monitoring/ MS4 compliance/ FEMA Reviews/ Hurricane compliance and recovery assistance and involvement with all Town Meetings/ to Liaison with the other local Municipalities and the FDOT, SFWMD, ACOE and FDEP.

Our weekly staff meetings review projects internally with various Engineers to consider alternative options to improve projects. In addition, CAPTEC documents all meetings and regularly has team meetings with Sub-Consultants and our Clients. We efficiently have meetings, either in conference calls or on the site. Our projects are regularly Quality Controlled to be sure they are completed on-time and within-the-budget. We also listen to all Contractors during the bidding process to Value Engineer projects. When the bidding process is complete, CAPTEC produces an "Approval for Construction" set of plans that reflects the best design possible and whereby construction is completed at the most efficient cost.

We have assisted local municipalities in obtaining millions of dollars in grant funding for storm water / transportation improvement projects. We estimate that CAPTEC has completed well over \$300 million in projects on the Treasure Coast. The grant funds have included FDOT Enhancement Funding, LAP Funding, CDBG, FL Forever, 319, TMDL, SLRIT, ARRA, FEMA, NRCS Grants and Municipal Bonds. Most projects would have been postponed indefinitely due to budgetary constraints without CAPTEC's assistance in obtaining these grants. CAPTEC also assisted most municipalities on the Treasure Coast in obtaining State Revolving Fund loans and provided the contract administration services for their loans.

Relative to the Scope of Services, CAPTEC has extensive experience in Roadway improvements, Storm Water Management/ Drainage design, water and sewer systems and have completed many Basin studies for Martin County including the Rowland and East West Indiantown Canal, City of Stuart, Town of Sewall's Point, and the Town of Ocean Breeze. We utilize SFWMD models and ICPR modeling for major projects.

CAPTEC has completed many **major thoroughfare projects** for Martin County and other local municipalities to include Citrus Blvd./ Palm City Corridor/ Colorado Ave./ Bridge Road/ MacArthur Boulevard Emergency Roadway/Dune/Utility Restoration, Willoughby Boulevard Extension and Green River Parkway, to name a few. CAPTEC staff has completed traffic studies. However, we have also Sub-Contracted with MacKenzie Engineering and Planning, Inc. and Susan O'Rourke, Inc. for transportation services. In addition CAPTEC does provide Plan Review services for the City of Stuart, the Town of Sewall's Point and in the past, for the City of Fort Pierce.

CAPTEC has **FDOT certifications** required for LAP/FDOT funded projects, including 3.1–Minor Highway Design, 7.1–Signing, Pavement, Marking and Channelization, 7.3- Signalization, and 10.1–Roadway Construction Engineering Inspections, 10.4-Minor Bridge & Miscellaneous Structures CEI and 13.6-Land Planning / Engineering. We will utilize experienced FDOT certified Sub-Consultants, as needed. Our Sub-Consultants have other FDOT Certifications such as Survey / Structural / Transportation / Landscaping Services.

CAPTEC has worked with all the local municipalities with all Service Companies including the Indiantown Utility Company, the City of Stuart, South Martin Regional Utilities (SMRU), the City of Port St. Lucie and Martin County Utilities on a variety of **utility projects** including: civil utility design, permitting and CEI services for improvements including replacing an aging water system. CAPTEC has designed line extensions for Water Mains/ IQ Water Mains. We have completed the Master Septic to Sewer Study for Martin County Utilities and recently obtained State appropriations for Septic to Sewer for the Town of Sewall's Point.

CAPTEC has designed multiple projects for Martin County which either included **sidewalk design** components or was stand alone sidewalk projects. CAPTEC completed the South Sewall's Point Road sidewalk in the Town of Sewall's Point, which utilizes a pervious brick paver and a Flexi-Pave (rubber base) material that has qualified for grant funding from the FDEP for storm water quality treatment.

CAPTEC provided design services for multiple projects throughout the Treasure Coast that incorporated **buildings/ parking lots**. Those projects include but are not limited to Martin County's Emergency Services building, the City of Stuart's Public Safety building, Martin County's Golf Cart Barn, Stuart Beach, Bathtub Beach and Twin Rivers Parks.

CAPTEC provided conceptual design, modeling, design, permitting and CEI services on **storm water projects** in the majority of Martin County's and the City of Port St. Lucie's drainage basins. Services include studies and analyses providing recommendations and guidance for developing long term resolutions to neighborhood storm water deficiencies. Our extensive storm water background has afforded us a thorough understanding of drainage issues and solutions. Recent storm water retrofit projects include Tropical Farms, Leilani Heights/Warner Creek, Manatee Creek, All American Ditch, Indian River Drive baffle boxes, Willoughby Creek, Warner Creek and Danforth Creek. We provided design services for Halpatiokee Park Phase 1 littoral shelves for their 50 acre lakes and we have prepared plans and provided permitting for Phase 2 Wetland Restoration for the Park. Our vast storm water experience will allow us to formulate rapid, comprehensive designs for the proposed **Village of Indiantown's Capital Improvement (CIP) Storm Water Projects**. CAPTEC has extensive experience working with SFWMD and FDEP on

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water quality grant funded projects and NRCS Flood Control projects. CAPTEC has a Small Business Enterprise (SBE) Certification with the SFWMD.

CAPTEC has participated in several recent **park improvement projects** including providing civil and Sub-Consultant coordination to design a circular access drive off the Stuart Beach main access road with stabilized parking, improvements for a playground and pavilions, water service for the pavilions, drainage improvements, irrigation, electrical / lighting and landscaping improvements. CAPTEC provided civil engineering services for improvements to Twin Rivers Park including designing a circular access drive into the park with stabilized parking, restroom facilities, ADA compliant parking spaces, improvements to SE Seamark Place, lift station, sanitary sewer, water lines, fire hydrant, drainage improvements and ADA paved walkways to the fishing piers. CAPTEC also provided design and permitting for Bathtub Beach Restroom Facility and is currently working on the second phase of Parking Lot Improvements for Stuart Beach, in Martin County.

CAPTEC has been involved in the successful completion of several site development / **public buildings** in Martin County including the Emergency Services Department Vehicle Maintenance Facility in 2009. CAPTEC provided civil design, permitting and CEI services for paving, grading, drainage, potable water and sanitary sewer utilities improvements for the 14,240 s.f. Vehicle Maintenance Facility located at 951 SE Ruhnke Street in Stuart and the Martin County Fire Station #23. CAPTEC provided civil design, permitting and CEI services for paving, grading, drainage, potable water and sewer utilities improvements for the secondary emergency services facility constructed on the east side of Kanner Highway south of Indian Street in unincorporated Martin County. CAPTEC completed the site development work for the Martin County Emergency facility at the Holt Center and Fire Station #22 in Hobe Sound.

CAPTEC has completed many Capital Improvement Projects (CIP), starting with estimates and CIP work sheets, to preparing a schedule and budget. **CAPTEC recently completed a 25-year Operations and Maintenance Plan for the Town of Sewall's Point.**

Our permitting / regulatory agency experience includes all of the area municipalities, as well as the **South Florida Water Management District**, the Army Corps of Engineers, Florida Fish & Wildlife, the Florida Department of Environmental Protection, and the **Florida Department of Transportation**. We have excellent relationships with local, state and federal agencies, having worked with them on hundreds of projects over the past two + decades. Our team members have great working relationships with the Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), the Army Corps of Engineers (ACOE), South Florida Water Management District (SFWMD) and the Martin County Engineering Department.

Our firm has the necessary computer software and hardware to complete this work. All computer items are updated annually, not only to stay current on design techniques, but to also challenge our staff to provide the best service to our Clients. We constantly stay apprised of new engineering technologies having constant educational updates available to staff via technical training seminars and webinars. Additionally, in-house workshops are frequently conducted to provide standard updates to ensure that output remains consistent and relevant. Our Clients receive copies of design documents periodically in order to provide input and verify that our design coincides with their project vision. Prior to releasing Approved for Construction Documents, our construction staff will perform a **constructability review**.

CAPTEC's main focus will be to provide our Client with optimum service completing the project on-time and within budget. CAPTEC recognizes that the successful close-out of a project includes coordination with the Village's maintenance staff for a seamless turnover. The project's finalization includes all close-

out documentation, permit certifications, as-built requirements necessary for proper insertion into a new Village of Indiantown GIS database, and that the proper warranties are in place.

CAPTEC has worked with **Greg Fleming, P.S.M.**, of NorthStar Geomatics, Inc., in Stuart, FL, **GCY, Inc.** in Palm City, FL and **Betsy Lindsay, P.L.S.** of Betsy Lindsay, Inc, in Stuart, FL for surveying and LIDAR needs.

CAPTEC has worked with **Shaun McKenzie, PE**, of MacKenzie Engineering & Planning, Inc, in Palm City, FL, and **Susan O'Rourke, PE** of Susan O'Rourke, Inc., in Stuart, FL, on several Maintenance of Traffic (MOT) Plan projects. Mr. McKenzie and Ms. O'Rourke can provide assistance on traffic studies and signal modification projects.

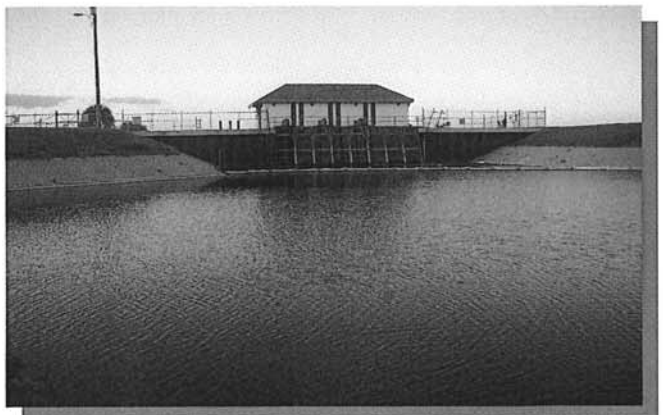
CAPTEC will utilize the services of **David Charland, PE of TRC Worldwide Engineering** in Plantation, FL and formerly with Jenkins and Charland in Fort Pierce, FL to address any structural requirements.

CAPTEC will utilize the services of **Andersen Andre Consulting Engineers, Inc.** in Port St. Lucie, FL, for all geotechnical engineering requests.

CAPTEC will utilize the services of **Hobe Sound Environmental Consultants, Inc.** in Hobe Sound, FL and **EW Consultants, Inc.** in Stuart, FL for all environmental studies/ services.

CAPTEC will utilize the services of **Maseun Consulting, LLC** in Oakland Park, FL for all irrigation services and **Wojcieszak & Associates, Inc.** in Stuart, FL for electrical/ lighting services.

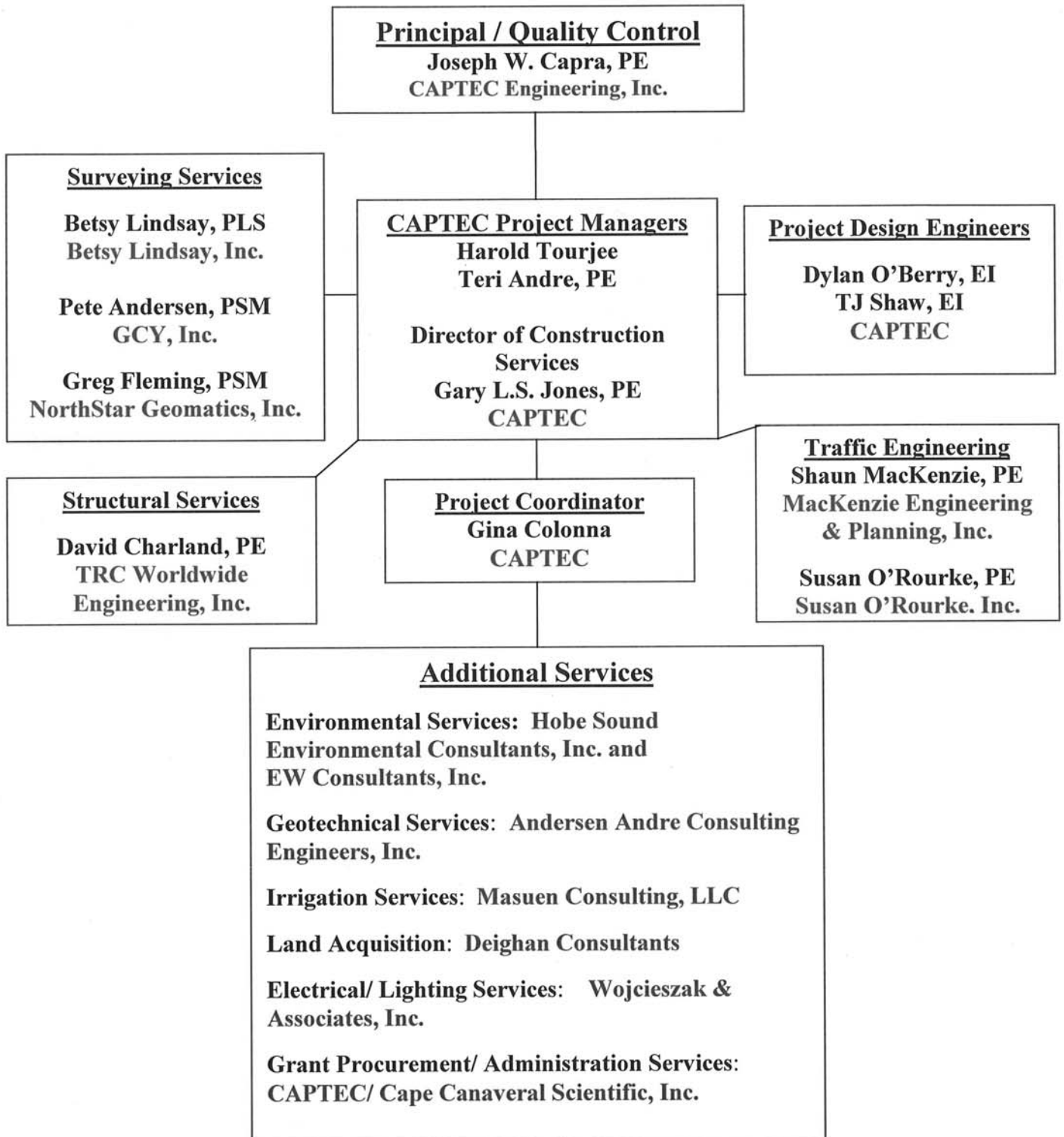
CAPTEC has included local firms on our team to provide an extension of CAPTEC staff. The CAPTEC total team is experienced in all civil engineering disciplines required by the Village of Indiantown. All civil engineering projects for the Village of Indiantown will be completed by CAPTEC personnel and all projects will be managed by CAPTEC staff.



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PROJECT ORGANIZATION CHART



JOSEPH W. CAPRA, P.E.
PRINCIPAL IN CHARGE / QUALITY CONTROL
1996 to PRESENT: CAPTEC ENGINEERING, INC.



PROFESSIONAL QUALIFICATIONS

B.S., Civil Engineering, Rensselaer Polytechnic Institute, New York, 1979
Professional Civil Engineer (FL PE License No. 37638)
Introduction to Railroad Engineering, University of Wisconsin, Oct. 2009

PROFESSIONAL CERTIFICATIONS / AFFILIATIONS

Florida Engineering Society, Treasure Coast Chapter
2007 Engineer of the Year, Florida Engineering Society
Florida Institute of Consulting Engineers; National Society of Professional Engineers
St. Lucie County Economic Council; Martin County MPO TAC Member and former SFWMD WRAC Member
FDOT Advanced MOT and LAP Certifications

EXPERIENCE SUMMARY:

Mr. Capra has over 38 years of experience in civil engineering design/permitting/construction services for storm water, drainage and utilities systems; downtown/CRA re-development; roadway projects. Mr. Capra has assisted local municipalities with grant acquisition/public funding (including TAP, LAP, CDBG, SLRIT, and FDOT Enhancement Funds), scheduling, project management, and liaison efforts with government agencies. Mr. Capra serves as: Town Engineer for the Town of Sewall's Point, overseeing more than 30 storm water management/roadway improvement projects; and serves as the Development Review Engineer for the City of Stuart. During the 20 years of CAPTEC's operation, Mr. Capra has been the Principal in Charge for the Roadway, Stormwater and Utility Coordination for Continuing Services Contracts with Martin County, the City of Stuart, the Town of Jupiter Island, the Town of Ocean Breeze and the Town of Sewall's Point.

TOWN ENGINEER, Town of Sewall's Point, Martin County, FL: Mr. Capra has served as the Town of Sewall's Point's Engineer since our founding in 1996, providing the Town with all infrastructure design, permitting and construction inspection services. Services include cost estimating, coordination with contractors, value engineering and negotiation with contractors to reduce project costs to conform with the Town budgets. Projects completed over the past 22 years include roadway improvements to Sewall's Point Road, annual pavement overlay projects, annual review of Town paving, grading and drainage needs & recommendations for prioritization of projects for budgetary purposes, attending Town Commission meetings as needed to provide the Town with clarification or updates on Town projects, review of subdivision development packages, and annual bridge reports from the FDOT. The Town is continually working on stormwater system maintenance and annual roadway overlay work. Recently CAPTEC coordinated and inspected the work of 3 different Contractors for Debris Monitoring/removal service, for the hurricane disaster relief program. CAPTEC provided CRS Assistance/ FEMA House Raising Assistance and Septic to Sewer Programming.

CITY OF STUART IQ MAINS, Stuart, FL: Provided design, permitting and CEI services for a new IQ main from the Wastewater Treatment plant on Stypmann Blvd, down Georgia Ave to Martin Luther King Jr. Blvd., down along the western edge of the Public Safety Complex, to just south of the 10th Street Recreation Area Ball Fields batting cages. Phase II construction extended the lines from 10th Street to Dixie Highway to the Airport, across US1 to the Jail site and then to the Pomeroy/Willoughby Blvd. intersection. Construction included over 32,000 L.F. of 12-30" pipe and over 6,700 L.F. of directional drilling and directional bores, when completed, under busy downtown streets, the FEC Rail Road and several major thoroughfares such as U.S. 1.

COLORADO AVENUE IMPROVEMENTS, Stuart, FL: Prepared the creation of final design walkable plans for the Colorado Avenue corridor (including portions of Martin Luther King, Jr. Blvd and Kindred St.). Provided the Main Street redesign of traffic calming to include removal of signals and the construction of roadway lane reductions with a roundabout. The existing roadway corridor was designed to facilitate on-street parking, sidewalks, landscaped curb extensions, bike lanes, 2-10' wide travel lanes and a large landscaped median and a roundabout at Martin Luther King Jr. Blvd. CAPTEC completed a traffic study to remove the existing traffic signal at the Kindred Street intersection and conducted multiple public meetings. Construction observation services including public meeting attendance, shop drawing review, pay requests, MOT set up, and



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final inspection verifying punch list items have been dealt with. This project was funded with CDBG funds.

INDIANTOWN DRI, Indiantown, FL: CAPTEC provided preliminary engineering and cost estimates for the future CDD facilities for the Indiantown DRI site.

SMRU SEPTIC TANK ELIMINATION STUDY, Town of Jupiter Island, FL: Providing evaluation and prioritization of collection and treatment of sanitary wastewater from areas within the current SMRU service area that are currently utilizing on-site septic treatment and disposal systems specifically within the area of Jupiter Island and 2 other areas along the Indain River Lagoon, south of Bridge Road, on the mainland. The goal is to incorporate a 10-year Capital Improvememnt Plan for this area.

NORTH BEACH ROAD WATER MAIN EXTENSION, Town of Jupiter Island, FL: Provided construction plans for the $\pm 9,000$ LF 8" water main along North Beach Rd. The majority of pipe was extended by directional drilling. Submitted permits through the FDEP. Completed limited construction administration services including shop drawing review, attendance at pre-construction meeting, part time field inspections, review of monthly pay requests, and provided final certification of completion of the project.

MARTIN COUNTY AIRPORT –ROADWAY & UTILITY DESIGN, Stuart, FL: Provided design, permitting & construction inspection/admin/clearance of infrastructure improvements including replacing an aging wastewater system, extending existing water service to improve drinking water pressure and Airport Road improvements. This project had several Grants to coordinate, but installing a new sanitary sewer system and water system, that was built in the 1940's to the 1970's, and maintaining large business operations were required.

EAST OCEAN BOULEVARD IMPROVEMENTS, Stuart, FL: Mr. Capra provided quality control for this project which entailed enhancing the existing crosswalks in downtown Stuart, primarily on Flagler Avenue, East Ocean Boulevard, and Colorado Avenue. Enhancements primarily included installing upgraded existing pedestrian crossing signs to fluorescent green colored signs, added crosswalk signs at locations that were previously omitted, added "crosswalk ahead" signs with flashing beacons at entrances to the downtown area, and added several brick paver crosswalks on East Ocean Boulevard at strategic locations including a raised crosswalk at the Memorial Park entrance. This project also involved replacement of the clay stormwater pipes and existing curbs, as well as lowering pavement grades to reduce flooding potential. This project was FDOT funded through LAP program.

INDIAN RIVER DRIVE WATER/WASTEWATER MAIN EXTENSIONS, Martin County, FL: Designed an 8" water main and a 6" sanitary sewer force main extension from Conchy Joe's Restaurant north on Indian River Drive to the Martin County/St. Lucie County line. Coordinate Sub-Consultant surveying services. Permitting through the Florida Department of Environmental Protection and Martin County Utilities.

MARTIN COUNTY AIRPORT –VOUGHT SEWER, Stuart, FL: Provided engineering services for conceptual design of two alternatives to replace / retrofit existing sanitary sewer systems. Services included investigation of the existing system conditions and providing conceptual design alternatives to include exhibits and cost estimates.

EL DORADO HEIGHTS CDBG IMPROVEMEMTS, Stuart, FL: This project entailed the replacement of sanitary sewer, water main and stormwater improvement, within an old neighborhood, within the City of Stuart. This was a Grant funded project. Provided field inspections, assist City with CDBG contract reporting activities, daily observations of the CONTRACTOR'S Maintenance of Traffic set up and provide comment on any needed modifications or adjustments, observed testing is routinely scheduled by others, to ensure compliance with the contract specifications, shop drawing review/approval, conduct weekly / bi-monthly progress meeting, review and provide recommendation to Client on Contractor's monthly pay application, review and provide recommendation to Client on Change Orders & Time Extensions, conduct final inspection, review and approve shop drawings, and provide final certification.

MARTIN COUNTY EMERGENCY SERVICES/VEHICLE MAINTENANCE FACILITY, Stuart, FL: Provided civil design-build, permitting & construction administration for paving, grading, drainage, potable water and sanitary sewer utility improvements. CAPTEC also provided design through construction administration services for **MARTIN COUNTY'S PUBLIC SAFETY COMPLEX**. The building was designed to withstand 190 mph sustained winds and serves as the County Emergency Operations Center. This is a hardened facility, occupied by the Sheriff's Department, other State & Federal law enforcement agencies and serves as command center for the Sheriff and the Fire Departments.



HAROLD L. TOURJEE, JR., LEED GA
PROJECT DESIGN MANAGER
2002 to Present: CAPTEC ENGINEERING, INC.



PROFESSIONAL QUALIFICATIONS

Ph.D. studies, Plasma Physics, University of Texas, Austin, Texas
M.S., Physics, University of Texas, Austin, Texas, 1984
B.S., Physics, University of Texas, Austin, Texas, 1983

EXPERIENCE SUMMARY:

Mr. Tourjee has over 30 years of experience in the analysis and design of drainage and stormwater utilities systems, water distribution and sanitary sewer collection systems, land development, and municipal highway and roadway projects. Additionally, Mr. Tourjee is expert in computer programming and the use of software packages including the Highway Capacity Analysis Program, Santa Barbara/SCS Hydrograph-Flood Routing Analysis Programs, the AdICPR Drainage Analysis Program, and the KYPIPE Piping Network Analysis Program. Mr. Tourjee is also proficient in computer drafting, mapping and design using the latest versions of AutoCAD and Land Development Desktop.

PROFESSIONAL AFFILIATIONS:

USGBC, South Florida Chapter, Treasure Coast
St. Lucie County School District 2008 Volunteer of the Year

CARTER PARK CRA IMPROVEMENTS, Martin County, FL: Provided site planning, design permitting and construction administration services for site improvements for approximately 40 lots for Habitat for Humanity to include the Boys & Girls Club. Services included on-site paving, grading, sidewalks, pathway, drainage, storm water management, potable water and sanitary sewer improvements as required by Martin County Land Development Regulations (LDRs), Indiantown Utilities, FDEP and SFWMD regulatory criteria. Sanitary sewer design shall include on-site gravity collection system and lift station to tie-in to the existing Indiantown Company's sanitary sewer system. Also, designed stormwater management improvements, within the Indiantown West and Rowland Canal Basin, which required Basin ICPR modeling, water and sewer services and swales as per South Florida Water Management District, Martin County, Indiantown Utilities and Florida Department of Environmental Protection requirements.

BECKER ROAD WIDENING, Port St. Lucie, FL: This project included creating a gateway atmosphere for this section of roadway that connects recently constructed interchanges at Florida's Turnpike and Interstate 95. Roadway design services included widening from a 2-lane undivided highway section to 4-lane Divided Urban Arterial. Plans & contract documents for ± 4 miles in the existing right-of-way extending from the western end of Becker Road/ Turnpike Interchange to the eastern end of the Becker Road / I-95 Interchange. Design included 5 new Signalized Intersections and Pedestrian/Street lighting along the entire corridor. Stormwater improvements included addition/expansion of 10 Stormwater Detention Ponds. The project was constructed in 4 Segments and also involved Expert Witness Testimony. Improvements included sidewalk installation.

GREEN RIVER PARKWAY, Martin County, FL: Prepared the design, permitting and bidding services, of a 2-lane undivided roadway, to extend Green River Parkway from the previous terminus at Jensen Beach Boulevard south to S.R. 707. The 1.8 mile long roadway terminates at each end with signalized intersections and features a roundabout at the intersection with Baker Road. Responsibilities included alignment layout, environmental investigation, roadway design, traffic signal design and permitting, stormwater management design and limited post construction support.

CALIFORNIA BOULEVARD and UNIVERSITY BOULEVARD INTERSECTION IMPROVEMENTS, Port St. Lucie, FL: Conducted data collection, traffic analysis and provided recommendation regarding the size, orientation and number of lanes required to change this 3-way stop intersection into a roundabout. Provided the design, utility coordination, permitting and bid specifications for the intersection improvements, which included paving, grading and stormwater management plans, utility adjustments, signing and marking plans, landscaping and lighting plans for the new roundabout.



VETERAN'S MEMORIAL PARK IMPROVEMENTS, Fort Pierce, FL: Provided design, permitting and construction inspection services to upgrade the Indian River Veterans Memorial Park in Fort Pierce to better accommodate handicapped guests and address flooding issues. Project included designing Park improvements so as to deter flooding and improve ADA accessibility and usability by incorporating lighting, irrigation, drainage, paver walkways, concrete pavement, asphalt, concrete curbs and walls and grand entrances. Provided a stormwater treatment and nutrient load reduction plan for water quality benefits to the Indian River Lagoon including lakes, bioswales, fountains and floc logs. This project entailed remodeling the Community Center to include ADA restrooms accessibility. Constructed new water and sanitary sewer lines. CEI services were provided to monitor work, approved construction/ grant payment applications and prepared certification upon project completion.

WOODSTORK TRAIL/ BLUEWAY-GREENWAY, Port St. Lucie, FL: Provided analysis of existing drainage patterns, storm water basins, canals, outside influences from Hog Pen Slough to North of Savannahs State Park to Northeast and west of the Woodstork Trail watershed area. The approach was to survey, study, model, and make recommendations relative to the existing storm water facilities for improving storm water management within this area of the City. Completed the design, permitting, and CEI services for various amenities including boardwalks, observation / fishing decks, vegetation, restrooms, and pedestrian improvements surrounding Hillmoor Lake. Obtained and administered the 319 Grant, from the FDEP, which included completing the required water quality monitoring program.

TWIN RIVER PARK, Martin County, FL: Provided design through CEI services for a circular access drive into the park with stabilized parking, ADA compliant parking spaces, improvements to SE Seamark Place (traffic calming chicanes, resurfacing and on-street stabilized parking), lift station, restroom facilities, sanitary sewer, water lines, fire hydrants, drainage improvements, landscaping and ADA paved walkways to the existing fishing piers. Coordination with various sub-consultants included. This project was partially funded with FDEP FL Recreation Development Assistance Program (FRDAP) grant funds.

LENNARD ROAD IMPROVEMENTS, Port St. Lucie, FL: Designed the reconstruction of a 2-lane roadway to a 4-lane divided curb and gutter section. This project commences 300 linear feet north of the intersection of Port St. Lucie Boulevard for a distance of 1.9 miles northward to a transition ending 300 feet north of the Walton Road intersection. The improvements were provided within the existing 100–150 foot wide right of way corridor. Services included modifications to the existing roadway, drainage improvements, signals, pavement marking/ signing, cost estimates, tech specifications, access maintenance to residential, commercial, school and park sites, utility coordination and permitting.

NORTH BEACH ROAD WATER MAIN EXTENSION, Town of Jupiter Island, FL: Provided construction plans for the +9,000 LF 8" water main along North Beach Rd. The majority of pipe was extended by directional drilling. Submitted permits through the FDEP. Completed limited construction administration services including shop drawing review, attendance at pre-construction meeting, part time field inspections, review of monthly pay requests, and provided final certification for this project.

NRCS STORMWATER DRAINAGE SYSTEM REPAIRS, Port St. Lucie, FL: Provided consulting engineering assistance for the repair of hurricane damage to the City's storm water infrastructure. These services supported Port St. Lucie Emergency Watershed Protection, Hurricane Recovery project as defined in the Natural Resources Conservation Service, United States Department of Agriculture (NRCS) Project Agreement (EWPA) No. 69-4209-6-1607. CAPTEC provided coordination, technical support, engineering design and construction observation engineering services to remove wind-blown debris and install emergency erosion protection measures to relieve hazards and damages caused by Hurricane Wilma in canals and waterways within the City. Construction certification and NRCS close-out assistance was provided upon completion. Generally, the repairs relate to the City's storm water infrastructure, such as piping, inlets, headwalls, canals, and control structures. CAPTEC documented that at least 125 repair areas currently exist within the City's waterways and canals. Several time extensions and scope modifications, including providing engineering design survey services to measure portions of existing channels, inlets and culverts at the repair areas as directed by NRCS have been added to the original contract. The NRCS granted additional funding assistance and extended the project timeline for completion of construction, close-out/certification and reconciliation by October 2007.



TERESA ANDRE, P.E., SR. PROJECT ENGINEER

2018 to Present : CAPTEC ENGINEERING, INC.

PROFESSIONAL QUALIFICATIONS

Bachelor of Science, Environmental Engineering, University of Florida, 1994

Post Graduate Classes at University of Central Florida, 1996

Professional Engineer (FL PE License No. 54695)

PROFESSIONAL CERTIFICATIONS / AFFILIATIONS

Florida Engineering Society Treasure Coast Chapter

Young Engineer of the Year, 2003

Florida Engineering Society Stormwater Management Design Course

Florida Institute of Consulting Engineers; National Society of Professional Engineers

EXPERIENCE SUMMARY:

Mrs. Andre has over 23 years of extensive experience in expertise in stormwater analysis and modeling, land development design and permitting, and utility design and modeling. Varied public and private sector projects encompassing multiple counties across Florida including outfall studies; stormwater retrofit projects; water quality studies; basin studies; conceptual stormwater analyses including pre-development modeling; multi-phase land development design and permitting; FEMA permitting; master utility plans; lift station design; Due Diligence studies; DRI submittals; and RFP preparation; submittals and presentations.

PALM LAKE PARK, Martin County, FL: Provided an analysis of the ditch and prepared a letter report for the 2.5 miles of roadway modifications that are necessary for the milling and overlaying of the roadways, regarding of swales and replacement of existing corrugated metal piping inside the Palm Lake Park subdivision and North River Shores Ditch to alleviate flooding in these areas. This project will eliminate road flooding of the areas and direct discharges from the Palm Lake Park / North River Shores Subdivision into the North Fork of the St. Lucie River.

McCARTY RANCH WATER QUALITY RESTORATION, St. Lucie County, FL: Currently providing design, permitting and bid assistance and post design services for Area 2 for the demonstration of an alternative water storage that adds to, and supplements, other existing and proposed water retention, storage and diversion projects designed to reduce destructive agriculture/ urban discharges of waters from local drainage into the C-23 Canal. These discharges from the C-23 basin ultimately discharge into the St. Lucie Estuary and the Indian River Lagoon. McCarty Ranch Area 1 construction is almost complete and the purpose of this water quality restoration (WQR) is to utilize a fallow citrus grove and convert much of that acreage into a "water quality restoration," a shallow storage facility, capable of retrieving water diverted from the C-23 and reducing the need to discharge into the C-23 Canal. The WQR in Area's 1 and 2 are for testing, modeling and proving dynamic storage volume utilizing evapo-transportation and ground water recharge.

OLD PALM CITY NEIGHBORHOOD, Martin County, FL: Currently providing design and modeling services to construct approximately 4,000 l.f. of piping of ditches and for the Old palm City Vacuum Sanitary Sewer and roadway resurfacing improvements. The plans included hydraulic improvements for the existing canals to carry stormwater flows away from currently inundated areas and redirect these flows to County owned land within the vicinity of the project.

Projects completed at previous employer:

MIRAMAR PUBLIC SAFETY COMPLEX, City of Miramar, Broward County, FL: Provided design and permitting for a Public Safety Complex building with associated infrastructure for the City of Miramar. The project included stormwater, water distribution, fire protection, and sanitary sewer design



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in addition to parking lot design and grading. Permitting for this project was through City of Miramar, SFWMD, and Broward County Health Department.

MEMORIAL HOSPITAL WEST MASTER DRAINAGE SYSTEM STUDY, Pembroke Pines,

Broward County, FL: Prepared evaluation of the existing stormwater management system for the 36.42 acres Memorial Hospital West campus in Pembroke Pines, Broward County, Florida. The existing hospital parking lot was experiencing standing water during storm events. The existing conditions were modeled using ICPR2 to determine existing storm stages. Areas of concern were targeted and an alternatives analysis was performed for improvements to those areas. A multi-phase retrofit plan including replacing an outfall structure, increasing stormwater pipe sizes, adding exfiltration trenches, and re-routing drainage was proposed. The analysis was prepared in conjunction with a design of a new parking garage, and both projects were permitted through South Broward Drainage District and SFWMD.

SEMINOLE PARK WATER AND SEWER ASSESSMENT, Hollywood, Broward County, FL:

Provided evaluation of existing water and sewer systems for any existing 42.5 acre mobile home and recreational vehicle park that is to be purchased by the Seminole Tribe of Florida. The project site was originally developed around 1965. The water system was constructed with the original development. The sanitary sewer system was originally developed with septic tanks and drain fields but was replaced with gravity sewer and a lift station in 1999. An inventory and assessment of condition was presented for all watermain, meters, valves, fire hydrants, sanitary sewer manholes and the lift station. In addition, a 3-year maintenance cost projection was presented for the inventoried items.

GREGORY ROAD GREEN STREETS INITIATIVE, City of West Palm Beach, Palm Beach

County, FL: Prepared stormwater retrofit to minimize water quality impacts to the Lake Worth Lagoon and to address flooding issues on Gregory Road. This project area included Gregory Road and Gregory Avenue, from South Olive Avenue to Flagler Drive in the City of West Palm Beach, Palm Beach County. The project was grant funded and the focus was to utilize bioretention Low Impact Development methodologies to alleviate flooding and provide water quality treatment for stormwater runoff before it enters the Lagoon. The project was permitted through the City of West Palm Beach.

PARADISE PARK PHASE 5 (System 4), St. Lucie County, FL:

Prepared storm drainage retrofit and street improvements for Paradise Park Phase 5 (System 4). The site is 51.77 acres of single family homes with unpaved roads in Ft. Pierce, Florida with no stormwater treatment or attenuation. The project consisted of design of a stormwater management system with open drainage conveying runoff to a system of dry detention ponds, ultimately discharging to Ft. Pierce Farms Water Control District (FPFWCD) Canal No.1 (Taylor Creek). In addition, the project included grading and paving of existing roads. The project was modeled using ICPR2 and was permitted through SFWMD and St. Lucie County.

ORANGE AVENUE AT NSLRWCD CANAL No. 56 CULVERT REPLACEMENT, St. Lucie

County, FL: Provided design and permitting for the replacement of existing culverts under Orange Avenue at North St. Lucie Water Control District Canal No 56. Design included phasing construction to avoid closing Orange Avenue, sand cement and rubble rip-rap, structural coordination for headwall design, and permitting with SFWMD and NSLRWCD.

RIVERLAND /KENNEDY DRI, Port St. Lucie, St. Lucie County, FL:

Prepared Stormwater and Utilities sections of Development of Regional Impact for 3,845 acre DRI in the southwestern annexation area within the City of Port St. Lucie. Responsibilities included research and preparation of conceptual design to support DRI submittal and coordination with Sub-Consultants.

SIGNATURE LAKES, P.D., Orange County, FL:

Provided design and permitting for Signature Lakes, P.D., a residential community, encompassing 1395 acres in west Orange County. Responsibilities included overseeing design and permitting of the conceptual master stormwater management system, master utility design, and construction level design, permitting and construction administration. Project included FEMA floodplain analysis and LOMR permitting, multiple lift station design, offsite watermain oversizing analysis and design, and pedestrian pathway design.



GARY L. S. JONES
DIRECTOR OF CONSTRUCTION SERVICES
2004 to PRESENT: CAPTEC ENGINEERING, INC.



PROFESSIONAL QUALIFICATIONS

Civil Engineering, James Madison University, Virginia
Civil Engineering, Broward Community College, Florida
Professional Civil Engineer (FL PE License No. 51985)

PROFESSIONAL CERTIFICATIONS / AFFILIATIONS

Florida Engineering Society Treasure Coast Chapter
FDOT Local Agency Program (LAP) Certification; FDOT Advanced MOT Certification

EXPERIENCE SUMMARY:

Mr. Jones manages all construction projects for CAPTEC Engineering, Inc. Mr. Jones has over 37 years of experience in construction management and administration, project engineering, and construction inspection, having extensive experience on highway, roadway and bridge projects as well as drainage, water, wastewater and parking facilities for municipal projects. Mr. Jones provides constructability reviews prior to completion of Approved for Construction Plans and also prepares bid quantities / cost estimates, shop drawing reviews, product approval reviews, and pay request recommendations. Additionally, Mr. Jones has vast experience in bacteriological test observations and roadway density testing. Certifications held by Mr. Jones include: #13843/American Traffic Safety Services Association (ATSSA); Contract Administration/Federal Highway Administration (FHWA); Certification #Z20902/International Municipal Signal Association (IMSA); Safety Inspection of In-Service Bridges/National Highway Institute (NHI); Engineering Concepts for Bridge Inspectors (NHI); Basic Micro Station; Construction Contract Interpretation; Consultant CEI Issues/Panel Discussion Consultant Series; Final Estimates; and Negotiating/Legal/Structures Consultant Series. Mr. Jones installs and monitors CAPTEC's Stormwater Quality Monitoring program.

SAVANNAH RECREATION AREA TRAIL, PRESERVE STATE PARK EDUCATION CENTER and HALPATIOKEE CANOE LAUNCH IMPROVEMENTS, Port St Lucie, FL:

Provided construction engineering inspection services for the new pedestrian trail, an addition to the education center building with a 9-foot wooden boardwalk and observation deck over the wetlands and a canoe/kayak launch floating dock for the Savannahs State Park. Services included regulatory permitting compliance, inspect and report results of the contractors work, provide sampling and testing of component materials, verify stormwater control and monitor flow patterns to verify the control devices contain turbidity within the site and have not altered existing drainage patterns or directed additional flow to adjacent properties.

TROPICAL FARMS / PHIPPS PARK, Stuart, FL: Provided final design and permitting for the re-grading of over 7,000 lf of roadway swales within a previously developed and built out neighborhood and the construction of a 0.5 acre Stormwater Treatment Area. Mr. Jones provided construction inspection for the replacement of over 35 driveway culverts, 5 roadway culvert crossings, boardwalks throughout Phipps Park, planting plans for the Stormwater Treatment Area, and a control structure. Also provided assistance with construction observation and final certifications. Permitting included applications to SFWMD / ACOE; environmental, survey & geotechnical coordination were also provided.

WESTERN PALM CITY CORRIDOR/ CITRUS BOULEVARD, Martin County, FL: Provided construction administration services and preliminary route analysis for the new 5.6 mile 4-lane undivided corridor between Martin and St. Lucie Counties for improvements including roadway, a traffic signal, 64± acre flow-through marsh/stormwater treatment area, landscaping, precast concrete arch crossing, and a bridge crossing the C-23 canal. Prepared monthly progress reports including pay request recommendations, shop drawing/substitute material/equipment reviews, conducted inspections to determine if the work was completed in accordance with the Contractor's agreement, attended public meetings, provided on-site



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density testing, concrete testing and sampling coordination with a Sub-Consultant testing lab for proctors, LBRs, asphalt gradation/extraction, and compression cylinder tests.

MARTIN HEALTH SYSTEMS – NORTH CAMPUS ENTRANCE, Stuart, FL: Provided construction administration services for the MHS North Hospital Campus entrance enhancement which included overseeing the improvements for drainage, parking, sidewalk, cross-walks, ADA improvements, brick paver installation, roadways, railings, conflict manholes, utility adjustments, landscaping, hardscaping, lighting, irrigation, signing and pavement marking. Reviewed Contractor pay requests, change orders, reviewed shop drawings and coordinated with multiple Contractors and other professionals to complete this \$2 Million project within 102 days. Services performed while Hospital under 24/7 operation.

CITY OF STUART I.Q. WATER MAINS, Stuart, FL: Provided CEI services for a new IQ main from the Wastewater Treatment plant on Stypmann Blvd, down Georgia Ave to Martin Luther King Jr. Blvd., down along the western edge of the Public Safety Complex, to south of 10th Street Recreation Area Ball Fields batting cages. Phase II construction extended the lines from 10th Street to Dixie Highway to the Airport, across US1 to the Jail site and then down to Pomeroy/Willoughby Blvd. intersection. Construction included +32,000 LF of 12-30" pipe and +6,700 LF of directional drilling and directional bores, under busy downtown streets, the FEC Railroad and several major thoroughfares such as U.S.1 and Dixie Highway .

KANNER HIGHWAY UTILITY ADJUSTMENTS, Martin County, FL: Provided Construction Inspection services for the addition of 16-inch and 24-inch water mains from the Tropical Farms Water Treatment Plant to Cove Road. This required directional drilling under the FL Turnpike, I-95 and the South Fork of the St. Lucie River. Permitting prepared for FDEP, FDOT, ACOE and Martin County Utilities Dept. Also, provided redesign and adjustments to the existing plan to relocate the water mains from inside the Gaines Ave. right of way onto Tres Belle property easement east of / adjacent to Gaines Ave.

COLORADO AVENUE IMPROVEMENTS, Martin County, FL: Prepared walkable final design plans for the Colorado Avenue corridor (including MLK, Jr. Blvd and Kindred St.). Provided the Main Street redesign of traffic calming to include removal of signals and the construction of roadway lane reductions with a roundabout for this CDBG funded project. The existing roadway corridor was designed to facilitate on-street parking, sidewalks, landscaped curb extensions, bike lanes, 2-10' wide travel lanes and a large landscaped median and a roundabout at Martin Luther King Jr. Blvd. Completed a traffic study to remove existing traffic signal at the Kindred St. intersection and conducted multiple public meetings. Construction observation services including public meeting attendance, shop drawing review, pay requests, MOT set up, and final inspection/certification.

FLORESTA DRIVE AND SOUTHBEND BLVD. ROUNDABOUT, Port St. Lucie, FL: Provided construction engineering inspection services for the Floresta Drive & Southbend Blvd. Round- about project that included all work associated with the construction of a 2-lane roundabout with roadway approaches, roadway construction, storm water detention ponds, outfall structures, conveyance piping, drainage structures, maintenance of traffic (MOT), striping, sidewalk, sediment & erosion control measures, sodding and landscaping.

PLATTS CREEK COMPENSATORY MITIGATION & WATER QUALITY PROJECTS, Port St.

Lucie, FL: This project included the construction of 47.87 acre wetland mitigation within an 80.66-acre parcel. As part of the proprietary mitigation plan developed with DEP and City of Port St. Lucie in exchange for a crossing of state lands on a project called the Crosstown Parkway Extension, the City has committed to construct three restoration projects referred to as River Place Upstream, Evans Creek, and Site 5 West. The water quality improvements would be achieved by reconnecting oxbows and isolated floodplains. CAPTEC administered the contract, implemented project controls and inspected the work in progress to assure work was completed in conformance with plans and specifications.

CENTRAL PARKWAY, Stuart, FL: Provided Construction Engineering and Inspection (CEI) services for the Central Parkway & U.S. Highway 1 Intersection Improvements. "Approved for Construction" plans were generated following FDOT and IMSA Standards. The plan set utilized the permitted design with slight modifications due to value engineering efforts. The plan set also addressed several residual comments from Martin County.



DYLAN O'BERRY, E.I.

PROJECT DESIGN ENGINEER

2015 to Present: CAPTEC Engineering, Inc.



PROFESSIONAL QUALIFICATIONS

Bachelor of Science in Civil Engineering, Florida Atlantic University (FAU), Boca Raton, FL

Masters of Science in Civil Engineering, FAU, Boca Raton, FL

Engineer Intern (FL License No.1100019173)

PROFESSIONAL CERTIFICATIONS /AFFILIATIONS

Young Engineer of the Year, 2017

Florida Engineering Society, Treasure Coast Chapter / Vice-President and Former Secretary

EXPERIENCE SUMMARY:

Mr. O'Berry has over 12 years of experience in providing expertise in utility systems, drainage systems, water / wastewater / stormwater improvements, roadways and traffic studies for the Design / Permitting / Bidding and Contract Document assistance. Mr. O'Berry has worked through project challenges to complete projects on schedule and within budgets. Relevant experience includes:

CARTER AVENUE TRAFFIC CALMING, Port St. Lucie, FL: Conducted a traffic study and provided design services for Carter Avenue between Airoso Boulevard and Bayshore Boulevard. This entailed collecting traffic data and the general traffic patterns for this area. Prepared and presented an analysis and conceptual plans, from the collected data. The analysis and supporting documentation summarized the existing conditions, based on traffic data, identified options (costs, pros and cons) and the preferred traffic calming measures for this area. Attended the public information meeting and provided comment cards to each attendee. Provided the City of Port St. Lucie with the final construction plans for bidding services.

CONCORD SQUARE UTILITIES SERVICE, Stuart, FL: Provided design and permitting services in support of abandoning the existing well and septic tank / drain field systems and connecting the project to Martin County Utilities (MCU) facilities extending to the Concord Square Retail Shopping Center. Permitting services for the utilities improvements were based on the existing retail development site plan. The design included extending water and sewer lines adjacent to the Florida Department of Transportation (FDOT) U.S. No. 1 frontage.

MARTIN HEALTH SYSTEMS NORTH CAMPUS IMPROVEMENTS, Stuart, FL: Provided Site Improvements to the Cancer Center, 509 Building Western Parking Garage and Common Areas for the North Campus. This included utility relocation adjacent to the Emergency Room Entrance, Dining Areas, and Northeastern Parking Lot. Site improvements also included review of the existing survey data, parking, drainage, surface treatments, and pedestrian and vehicular circulation patterns and delineation of the water / wastewater systems for the Martin Health Systems North Campus Hospital. The project included the design of a lift station and the reconstruction of water services to buildings. The improvements reconnected valves and water mains to provide reliable water to the Hospital. All work was completed within the hospital's required 24/7 operation.

GREENLAND PALMS OF HOBE SOUND ASSISTED LIVING FACILITY, Martin County, FL: Provided design and permitting services for the site grading, water, sewer, stormwater management, drainage facilities and pavement design. The design included a Triplex Lift Station for South Martin Regional Utilities (SMRU).



INDIAN TRAIL IMPROVEMENT DISTRICT TRAFFIC CALMING IMPROVEMENTS, West Palm Beach, FL: Performed a traffic calming study to review the intersection / roadway conditions and recommended traffic calming measures throughout the District boundaries. There were 71 intersections included in this area. CAPTEC reviewed the most recent traffic accident data available (within past 5 years) on these intersections and performed a visual field review and obtained photo documentation of the existing conditions. Based on the findings, prepared a traffic calming plan with safety improvements located in the vicinity of these intersections. These improvements include mid-block island / speed tables, roundabouts and raised median approaches at intersections with pavement marking enhancement. CAPTEC attended public meetings to obtain feedback for the development of the final traffic calming plan, which are currently under preparation and installation.

BAYSHORE BOULEVARD AND SELVITZ ROAD INTERSECTION IMPROVEMENTS, Port St. Lucie, FL: Completed data collection, an analysis and provided a report to outline intersection improvement options, including signalized intersection with the preferred option of the construction of a roundabout. Prepared the cost estimates for these improvements. Provided design, permitting, creation of construction plans and bid documents in accordance with FDOT standards for the City of Port St. Lucie. Post design services are still to be provided.

WILLOUGHBY CREEK IMPROVEMENTS, Martin County, FL: Currently providing the design, permitting and construction of approximately 11-acre Storm Water Treatment Area (STA) with hydrologic and hydraulic modeling report, control structure schematic plans, lake sections, grading and drainage structure details.

DEL RIO BIULEVARD SIDEWALK DESIGN AND PERMITTING, Port St. Lucie, FL: Provided design and permitting services for approximately 3.35 miles of sidewalk on Del Rio Blvd. from Port St. Lucie Blvd. to Mackenzie Street. The design included intersection improvements, drainage modifications, driveway and culvert replacement, utility relocations, permitting, completion of the requisite FDOT LAP documentation showing the coordination and resolution of environmental issues during the development of the plans, coordination and minor assistance with the public notification of the construction project, and minimal post design services. This project was completed through the FDOT Local Agency Program (LAP) and the Consultant was responsible for completing the necessary submittals and preparing the design so that the project is in compliance with FDOT LAP requirements.

CALIFORNIA BLVD. AND UNIVERSITY BLVD. IMPROVEMENTS, Port St. Lucie, FL: Provided design services for the data collection, traffic analysis and provided recommendation regarding the size, orientation and number of lanes required to change this 3-way stop intersection into a roundabout. Provided the design, utility coordination, permitting and bid specifications for the intersection improvements, which included paving, grading and stormwater management plans, utility adjustments, signing and marking plans, landscaping and lighting plans for the new roundabout. Post design services included attending pre-construction meetings, progress meetings and resolving design issues identified during construction.

TRADITION ROADWAY RENEWAL PROJECT, Port St Lucie, FL: Provided plan preparation and construction engineering inspection services for the correction of life and safety issues, milling, resurfacing, and restoration of roadway striping for four of the roadways within the Tradition Development, including Village Parkway, Community Boulevard, Westcliffe Lane, and Tradition Parkway. These repairs included in the bid packages as required for the City's acceptance of the roadways, and include adjustments of curbing, installation of edge-drains, relocation of light poles to meet clear zone requirements, and relocation/trimming of landscaping to meet "Line of Sight" requirements.



TJ SHAW, E.I.,
PROJECT DESIGN ENGINEER
2015 to Present : CAPTEC ENGINEERING, INC.



PROFESSIONAL QUALIFICATIONS

Bachelor of Science, Industrial Engineering, University of Florida, 2012
Professional Florida Engineer Intern (No. 1100020751)

PROFESSIONAL CERTIFICATIONS / AFFILIATIONS

Florida Engineering Society Treasure Coast Chapter

EXPERIENCE SUMMARY:

Mr. Shaw has over 6 years of expertise in ICPR modeling, design and permitting of storm water improvements, drainage systems, water and sewer, cost estimating, utility specification preparation and construction administration services.

OCEAN BREEZE PARK RV RESORT, Jensen Beach, FL: Completing feasibility study and design for the replacement of approximately 142 septic tanks with sanitary sewers and improvements to services. Providing design, conceptual planning, permitting, and construction administration services for the installation of the gravity sewer main systems, reconstruction of roadways, water and sewer lines and stormwater improvements. Phase 2 services for East and West sections are underway. Project awarded June 2014 and services are on-going.

WARNER CREEK WATER QUALITY RETROFIT, Martin County, FL: Currently providing updating of hydrologic and hydraulic modeling and storm water analysis to complete next Phase of work to include the installation of a bridge crossing at Bayberry Drive. Services also include preliminary and final plan views, relocation of 16" raw water main, typical sections of the Warner Creek channel, grading and drainage structure details and control structure schematic plans.

MARTIN COUNTY GOMEZ PARK, Stuart, FL: Currently providing design, permitting and construction administration services for the 10.56-acres of upland on the 33.61-acre FCT Property on the Intracoastal Waterway on Pecks Lake in Martin County, Florida. The project consists of constructing an extension of the East Coast Greenway to include an ADA compatible shell rock pathway with informational kiosks, shelters, exercise stations and osprey platform.

JENSEN BEACH GATE VALVES WATER TRANSMISSION IMPROVEMENTS, Jensen Beach, FL:

Provided design, permitting and prepared construction plans for the removal and replacement of existing butterfly valves, in the 16" water main, with gate valves and the addition of gate valves in Jensen Beach Blvd, constructing a 6" loop connection from the existing 6" valve at Sandal Wood Place to 8" water main in Lake Avenue, plus fire hydrant and service connections at Jensen Beach Boulevard and Sunview Terrace.

PINECREST LAKES NEIGHBORHOOD RESTORATION, Martin County, FL: Prepared plans, permitting and bidding assistance necessary for the milling and overlay of 7.6 miles of roadways, regarding of swales and for the replacement of the existing corrugated metal piping inside the Pinecrest Lakes Subdivision.

KANNER HIGHWAY WIDENING FROM I-95 TO INDIAN STREET UTILITY CONFLICTS,

Stuart, FL: Provided design, permitting and construction inspection services to MCU for the relocation of the existing 12" water main and force main on the S.R. 76 Bridge over the South Fork of the St. Lucie River along Kanner Highway. Prepared and maintained estimated cost to relocate these lines. These existing utility lines were replaced via horizontal directional boring that was successfully completed under the St. Lucie River. These lines are adjacent to the Tropical Farms water main and force main projects that CAPTEC previously permitted for MCU from Cove Rd. to the Tropical Farms Wastewater Treatment Plant on Kansas Ave. This work included plans with permitting across Martin County Rights-of-way (ROW)/FDOT I-95 ROW and the FDOT Turnpike ROW. This project also entailed a detailed investigation into the utility conflicts that the County may have within the Kanner Highway (SR 76) Corridor between the I-95 Interchange and Indian Street in Martin County Utilities Service Area and within the limits of Florida Department of Transportation (FDOT), FDPID 422641-3-52-01, and Kanner Highway (SR 76) Roadway Improvements project.



301 NW Flagler Avenue, Stuart, FL 34994 * 772.692.4344 * Fax: 772.692.4344 * tjshaw@gocaptec.com



TAB 1: SUB-CONSULTANT RESUMES

- **SURVEYING SERVICES**
- **STRUCTURAL SERVICES**
- **TRAFFIC ENGINEERING**
- **ENVIRONMENTAL SERVICES**
- **GEOTECHNICAL SERVICES**
- **IRRIGATION SERVICES**
- **LAND ACQUISITION**
- **ELECTRICAL SERVICES**

Elizabeth A. Lindsay, P.L.S

President

7997 SW Jack James Drive, Stuart, Florida 34997

772-286-5753 – blindsay@betsylindsay.inc.



Title

Professional Land Surveyor

Betsy has been a resident of Martin County for 5 years and currently lives in Stuart, Florida

Education

A.A., Civil Engineering, Miami
Dade Community College,
Miami, Florida
1983

Professional Registration

Professional Land Surveyor,
State of Florida
License # 4724

Certifications

Certified 40 Hour
Hazmat/Health & Safety
Training

Years of Experience

Since 1985

Years with Betsy Lindsay, Inc.

Since April 1998

Affiliations

Florida Surveying Mapping
Society – FSMS State Chapter

Florida Surveying Mapping
Society – IRC Chapter

Past-President of the Treasure
Coast Chapter of the Florida
Surveyors and Mappers
Society 1996-1997

Adjunct Teaching Certification
2001-2003 Surveying at
Technical Specialty Level at
Indian River Community
College

Chairperson of the Education
Committee and Chairperson of
Trigstar for the Treasure Coast
Chapter of the Florida
Surveyors and Mappers
Society 1998-2001

Relevant Project Experience

■ COLORADO AVENUE FROM US1 TO CONFUSION CORNER

Prepare a right of way map of the corridor based on existing right of way maps, record plats and title information. Mapping is to provide accurate geometry (in state plane) of all Right-of Ways, (main, intersecting, abutting), parcels, easements, TIFF reservations/releases, tax parcel ID numbers. Previous deeds transferring from the City to the County (in existing R/W) shall be clearly mapped and identified. All “private” improvement encroachments into public R/W are to be clearly identified and mapped. Applicable ORB/PG and/or recording information shall be provided on the map or in a table form. A Survey Control network shall be established with state plane coordinates, along with a control sheet. Submit final map to the City of Stuart.

■ **FELIX WILLIAMS ELEMENTARY SCHOOL** – Betsy directed the crews in the field to perform a boundary, topographic survey for the 26 acre parcel located on Barker Road in Martin County. She review the title work available at the School Board office and add title data to the survey. Revise the legal description for the survey. Prepare the survey in AutoCAD to include any flood zone information available from FEMA

■ **SPOTOS** – Ms. Lindsay was the PM on this project the directed both field the office to complete this survey for our client. This project was to support the Riverwalk Improvements at Spotos Restaurant for widening and design. It is located on the St. Lucie River on Flagler Avenue in the downtown City of Stuart area. We located the mean high water line, the edge of the boardwalk and the back of the building of the restaurant. Determine the ADA access point. We prepared a Specific Purpose Survey to illustrate items on the Martin County parcel lines.

■ **LANGFORD PARK** - BLI will provide construction and asbuilt survey for the newly constructed subdivision in Jensen Beach. Establish horizontal and vertical control. Stake out the irrigation IQ line at 100-foot intervals and tees, bends and valves. The center of each drill pit will be staked and two lathe giving direction will be placed along the alignment. Perform and prepare As-built survey for the irrigation pipe line.

■ **MCU NORTH WWTP** - A Topographic survey was prepared for a specific 200 foot x 200 foot area within the Jensen Beach Waste Water Treatment Plant. Established horizontal control tied to state plane coordinates NAD 83/99. We establish vertical control referenced to NGVD 1929 and set two onsite bench marks. The crew performed a topographic survey of that area and the survey was overlaid onto the Martin County GIS parcel.

■ **CITRUS ELEMENTARY SCHOOL** – Mrs. Lindsay was the PM for the project. This school parcel in located on Citrus Blvd in Martin County. She directed the field crews to establish horizontal control referenced to NAD83/99 and vertical control referenced to NGVD 1929. Shoot 7 spot shot elevations at the proposed portable area. Prepare a survey drawing illustrating the elevations. Stake the location of the new transformer and the new utility pole and prepare a sketch and legal description for the FPL easement.

David Joseph Wichser, P.S.M

Role: Project Surveyor

7997 SW Jack James Drive, Stuart, Florida 34997

772-286-5753 - dwichser@betsylindsay.com



Title

Professional Surveyor and
Mapper and Project
Manager

Dave was been a resident
of Martin County for over 30
years and he currently lives
in Palm City, Florida

Education

Indian River Community
College Course work - Pre-
Engineering and Surveying;
University of Florida - Pre-
Engineering.

Professional Registration

Professional Surveyor and
Mapper: State of Florida,
1996, #5565

Certifications

Confined Space Entry
OSHA
MOT 2012 - 2015

Years of Experience

Since 1981

Years with Betsy Lindsay, Inc.

Since October 1998

Affiliations

Teaching Certificate 1998 -
Surveying at Technical
Specialty Level at
Indian River Community
College

Past President of the
Treasure Coast Chapter
Florida Surveyors and
Mappers Society 1999-2000

Chairperson of the
Scholarship Committee for
the Treasure Coast Chapter
of the Florida Surveyors
and Mappers Society

Relevant Project Experience

■ **TECO GAS DOWNTOWN COS – Martin County** - Mr. Wichser was in-charge of this project located in Stuart. Perform a limited topographic survey for Teco Gas line located in downtown Stuart commencing at SE Amerigo Avenue and SE Ocean Blvd. Proceeding west to serve natural gas customers along Ocean Blvd., Seminole Street and SE Florida Avenue in downtown Stuart area. Control points will be set using NAD 1983/1990 adjusted horizontal and NGVD 1929 vertical datum. Property corners were located in this survey effort to establish the road right of way lines and the platted lot lines. Prepare a specific purpose survey illustrating the right of way lines, lot lines and the topographic data at the completion of the project.

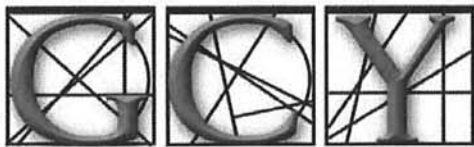
■ **SR 76 KANNER HIGHWAY/US1 – Martin County** – Mr. Wichser was in-charge of the roadway project. Topographic Survey to support engineering design for the proposed Southbound Turn Lane onto Kanner Highway from US 1 located in Stuart, Florida. Supplement the existing topographic surveys on US1 and Kanner Highway to extend into the parking lot for the design of the turn lane. The extra topo was collected from Kanner Highway north on US 1 for 500 feet and west of the R/W for US 1 for 40 feet into the existing parking lot. Process the field data and add it to the previous survey file. Create a Microstation drawing file. Create a Digital Terrain Model (DTM). Prepare a sketch & legal description for the R/W take parcels. Perform and prepare a boundary survey of the parent tract where R/W takes occurred.

■ **CHOLEE ELEMENTARY SCHOOL** – Mr. Wichser was the PM to set up the project & support the crew for the Construction staking and asbuilt surveying for the Cholee Elementary School CSIR drainage at the portable units located in Palm Beach County, Florida. We establish horizontal and vertical control on site. Set staked and offset the drainage structures. Perform and prepare an Asbuilt Survey when construction is completed.

■ **COS WATERMAIN EXTENSION** - Mr. Wichser is the PM in-charge of this project in located in the downtown City of Stuart area and includes construction staking and asbuilt surveying for the US 1 Channel Avenue watermain extension provided by others. BL set the control and will provide the asbuilts when the construction was completed.

■ **SR 76** - Mr. Wichser was the PM on this Design Roadway Improvements for SR 76 from Lost River Road to the base of the bridge over Florida Turnpike located in Martin County. BLI was involved in the construction staking for the lane widening and the redesign of the slopes at the I-95 on & off ramps. Staking items included drainage structures, edge of pavement, top of bank, back of sidewalk, mast arms and cabinets for control lights, sheet piling and gravity, cantilever and barrier walls. We performed and prepared an As-built Survey when the construction was completed including the bores.

■ **ICTP15-25** - This 97 acre parcel is located off Warfield Blvd, in westerly Martin County located in Indiantown, Florida. We performed a boundary survey according to Martin County Standards. We are preparing the Plat for Indiantown Commerce and Technology Park PUD. We set all PRM's and set the property corners for 26 lots. We are providing the client with all the typical construction staking for control, drainage structures, FM lines, IQ lines, wetland areas and edge of pavement for roads and driveways. Preform and prepare asbuilt on the all the constructed features



PROFESSIONAL SURVEYORS & MAPPERS
I N C O R P O R A T E D

Peter Andersen, PSM

PROFESSIONAL REGISTRATION:

- Professional Surveyor & Mapper, State of Florida
License No. 5199—Date of Registration: 1993
- Joined GCY in 1984

EDUCATION & CERTIFICATIONS:

- Catonsville Community College, Catonsville, Maryland
- Indian River Community College, Stuart, Florida
Undergraduate Curriculum, Surveying
- LEICA HDS 3000 High Definition Scanning
- GPSurvey Software by Trimble, Customer Site Training
- GLO Retracement & Restoration of Original Corners

AFFILIATIONS:

- Florida Surveying & Mapping Society, Indian River Chapter - Past President
- Palm City Chamber of Commerce
- Treasure Coast Marine Industries Association

- ♦ *Boundary (Cadastral) Surveys*
- ♦ *Topographic Surveys*
- ♦ *Geodetic Control Surveys*
- ♦ *Hydrographic Surveying*
- ♦ *Mean High Water Surveys*
- ♦ *Retracement Surveying*
- ♦ *Subdivision & Platting*
- ♦ *Quantity Surveys*
- ♦ *GPS Surveys*
- ♦ *Right-of-way Surveys*
- ♦ *As Built Surveys*
- ♦ *Construction Layout Services*

PROJECTS

BCI Engineers - East Coast Preventative Levee (ECLP) Broward County, Florida

Project Manager for Topographic survey of the levee from the Dade County line to the Palm Beach County line, a distance of 37 miles. Survey included cross sections at 1000' intervals going from the marsh side over the levee and down through the borrow canal running with the levee. Also included were locations of all improvements along the route, and a 29 mile bench run to establish vertical control along the levee. Final recipient of this product was the SFWMD.

Ardaman & Associates - Western Perimeter Levee STA 3 & 4, Palm Beach County, Florida

Project Manager for Topographic survey of 3 miles +/- of levee lying at the western edge of the STA 3 and 4 reservoir bordering the Holey Lands. The project included cross sections at 500' intervals from inside the reservoir, over the levee, and down through the borrow canal to natural ground in the Holey Lands. Also included was the location of 20 core borings. Final recipient of this product was the SFWMD.

Mock Roos - S-140 Pump Station Improvements, Broward County, Florida

Project Manager for Topographic survey to support the design of improvements to rehabilitate the S-140 structure, located in the alignment of Levee 28, 42 miles south of Clewiston. These improvements would improve reliability of function for flood control during extreme weather. Final recipient of this product was the SFWMD.

US Fish & Wildlife, USDA/NRCS, Martin County, Florida

Project Manager for Boundary Survey of the Wetland Reserve Easement Area (15,000 acres) of the Allapattah Ranch.

Corporate Office:

Mailing: Post Office Box 1469, Palm City, FL 34991
Physical: 1505 SW Martin Highway, Palm City, FL 34990
Telephone: 772/286-8083 Statewide: 800-386-1066
Website: www.gcyinc.com



PROFESSIONAL SURVEYORS & MAPPERS
I N C O R P O R A T E D

Mark R. Wendt, PSM

PROFESSIONAL REGISTRATIONS:

- Professional Surveyor & Mapper,
State of Florida
License No. 6163
Date of Registration: 2001
- State of Maine
License No. PLS2470
Date of Registration: 2011
- Joined GCY in 1995 - 2012
- Returned to GCY in 2016 as Stockholder

EDUCATION & CERTIFICATIONS:

- University of Florida,
BS in Surveying & Mapping, 1995
- LEICA HDS 3000 High Definition Scanning
- GPSurvey Software by Trimble, Customer Site Training
- GLO Retracement & Restoration of Original Corners

AFFILIATIONS

- Florida Surveying & Mapping Society—Indian River Chapter
- National Society of Professional Surveyors

- ♦ *Boundary (Cadastral) Surveys*
- ♦ *Topographic Surveys*
- ♦ *Retracement Surveying*
- ♦ *Mean High Water Surveys*
- ♦ *Geodetic Surveys*
- ♦ *GPS Surveys*
- ♦ *As Built Surveys*
- ♦ *F.D.E. P. Mapping Projects*
- ♦ *F.D.E.P. Acquisition Surveys*
- ♦ *Construction Layout Services*
- ♦ *Riparian Rights*
- ♦ *Submerged Land Lease Surveys*

PROJECTS

RSBC Real Estate Company, Palm Beach County, Florida

Topographic survey of a 1/4 mile long wave attenuator structure lying in Lake Worth. Our client utilized the survey for engineering planning and permitting purposes. The spot elevations necessary to prepare the survey were obtained through the use of real time kinematic GPS positioning and out twenty-five foot Boston Whaler hydrographic survey boat.

Caulkins Water Farm, Martin County, Florida

Initially a pilot project for water storage from the C-44, this successful Dispersed Water Management project is now almost complete. GCY provided construction services, and is completing the as-built survey of the project.

Taylor Engineering, Martin County, Florida

GCY prepared a boundary survey of a parcel of land adjoining the St. Lucie Locks. During the course of the survey, extensive field work included searching for perpetuated evidence of lot corners within a subdivision which was recorded in 1911, searching for right-of-way monumentation along the St. Lucie Canal, and location of permanent reference monuments along modern plats whose origins traced back through St. Lucie Inlet Farms lots.

Corporate Office:

Mailing: Post Office Box 1469, Palm City, FL 34991

Physical: 1505 SW Martin Highway, Palm City, FL 34990

Telephone: 772/286-8083 Statewide: 800-386-1066

Website: www.driving.com

Mr. Fleming is President and co-owner of NorthStar Geomatics. A licensed Professional Surveyor and Mapper in the State of Florida, Greg has over 25 years of experience providing quality services to both public and private sector clients. His experience includes nearly all phases of surveying and mapping services together with hands-on experience in GIS project development, data collection, and project management.

From 1991-1997 Mr. Fleming served as the Martin County Surveyor. As a result, Greg has the unique ability to understand the special challenges those working in the public sector face. While County Surveyor, Mr. Fleming established the Martin County's Geodetic Control Network and secured a state grant from the FDEP for partial funding. He also drafted the technical language for the County's current plat ordinance. Greg was also Martin County Beach Nourishment Project Coordinator responsible for all easement acquisitions, daily construction coordination with US Army Corps of Engineers, reporting directly to the County Commission and the County Administrator.

Mr. Fleming returned to private practice in 1997 as a shareholder and vice president with a private surveying and mapping firm that wished to expand their practice. He was Project Manager for FDEP Surveying and Ownership Mapping projects and GIS Principal in Charge. Mr. Fleming co-founded NorthStar Geomatics, Inc. with Mr. Frank Veldhuis in 2002 to provide surveying/mapping and GIS services to public and private clients. He has served as project manager and principal in charge for numerous surveying/ mapping and GIS projects for South Martin Regional Utilities, the City of Stuart Public Works and Utilities and Martin County Utilities and Solid Waste.

RELEVANT EXPERIENCE

South Martin Regional Utility Surveying/Mapping and GIS

Serves as Principal Surveyor for SMRU projects. Tasks have included utility construction staking, right-of-way mapping, preparation of legal descriptions and sketches for installation of utilities, as-built and topographic surveys for projects including surveying for construction of 7,000 lineal feet of a trans-intracoastal IQ Water Line. GIS support was also provided to SMRU for potable wells and lift station inventory.

Martin County, FL Utilities / Solid Waste Department

Provides professional surveying services as requested for boundary surveys, specific purpose surveys, legal description/sketches and other miscellaneous survey and mapping products as requested by the Utility Department.

Martin County, FL Engineering Department.

Provides professional surveying services as requested including boundary, topographic, and specific purpose surveys, legal descriptions/sketches, asset inventories and updates as requested by the Engineering Department.

tions/sketches, asset inventories and updates as requested by the Engineering Department.

City of Stuart Public Works and Utilities

Provides surveying and mapping services as requested by City personnel. Tasks have included boundary, topographic, and as-built surveying of the Stuart Water Reclamation plant, finish floor elevations, inventory of city owned assets, preparation of easements, legal descriptions and sketches.

Dover Engineering

Provided topographic and asbuilt survey support for the design of a commercial grease interceptor in the City of Stuart, Florida

Captec Engineering

Martin, St. Lucie and surrounding areas
Provides professional surveying support as requested for Captec Engineering projects. Scope of services provided includes boundary, topographic, utility design surveys and as-built surveying as well as preparation legal descriptions and sketches.

Gregory S.Fleming

President / Principal
Surveyor & Mapper
NorthStar Geomatics, Inc.
P.O. Box 2371,
Stuart, FL 34995
(772) 781-6400
gregf@nsgeo.com

Education

Bachelor of Land Surveying, 1986, University of Florida

Professional Registrations

Florida Licensed Surveyor & Mapper # 4350

Professional Publications

Utilization of ArcPad and Mobile Technology to Update Street Signs in Local Government Co-authored with Kimberly Roden, Jason Drost; 2004 ESRI Conference Proceedings

Forecasting Housing Trends in the City of Stuart, Florida

Co-authored with Frank Veldhuis, 2003 ESRI Conference Proceedings

Professional Affiliations

Florida Surveying and Mapping Society (FSMS)
Past President, FSMS, Indian River Chapter
Martin County Chamber of Commerce

Community Involvement

Former Chairman and Board Member, Martin County Board of Zoning Adjustment (12 years)
Leadership Martin County Class 8
Volunteer, Florida Oceanographic Society

Mr. Veldhuis founded NorthStar Geomatics, Inc. in 2002 with co-owner Gregory Fleming where he acts as GIS Senior Professional for the firm's GIS projects. Mr. Veldhuis provides daily management of the firm's various GIS endeavors. He is responsible for GIS project management, project design, production, quality control, technical support as well as client coordination and satisfaction.

Mr. Veldhuis is highly experienced with a wide range of GIS skills including Web GIS, GIS database development, Stormwater and wastewater geometric network analysis, GIS system integration, enterprise ArcSDE implementation, asset management systems and, complex GIS project management. Mr. Veldhuis' wide ranging experience allows him to regularly think outside the box and lead his team in technologically advanced directions resulting in cost effective solutions.

RELEVANT EXPERIENCE

NPDES Stormwater Inventory Project (Martin County, FL)

Field inventory of well over 14,000 stormwater pipes and structures within Martin County, FL as part of the National Pollutant Discharge Elimination System (NPDES) requirements. NorthStar field crews performed the inventory using a NorthStar customized ArcPad application with Trimble sub-meter mapping receivers.

Mr. Veldhuis continues to provide data collection and integration of stormwater features into the county's asset management system and public information related to NPDES as required by the NPDES permit issued by the FDEP while developing a comprehensive inventory of stormwater facilities for maintenance and repairs as requested.

Streetlights & Signs Inventory (City of Ft. Pierce, FL)

Mr. Veldhuis was responsible for creation of a customized street sign and street light ArcPad application for use on Trimble's GeoXT GPS receivers and GPS data collectors for use in field data collection of street signs and street lights within the City of Ft. Pierce roadway system. Street signs were measured for reflectivity along with the sign type, exact spelling, MUTCD code, among other attributes. Street lights were field inventoried with attribute data such as type of light, pole, and wattage. Completed GIS layers were provided to the City of Fort Pierce.

Hansen Stormwater Geodatabase Creation and Implementation (Martin County, FL)

Custom design and development of a County specific software application to be used with existing ArcPad software and Trimble GeoXT handheld GPS units to integrate newly collected field data directly with the County's Hansen Stormwater module, creating a seamless process from collection to updating of existing data sets.

Park Asset Inventory and Inspection Project (Martin County, FL)

Design geodatabase for collection and inspection of parks assets owned and managed by Martin County, FL to reduce liability of personal injury lawsuits. The geodatabase was designed to integrate with the county's asset management system, Infor Public Sector. County parks staff use ESRI's Survey123 to inspect assets like playgrounds, boardwalks, and restrooms. Details from the inspection include the asset status, comments, inspection checklist, and photos. Inspections are processed in the office using ArcPy. Then the inspections are sent to the asset management system for work order generation to repair the asset if needed. The enterprise geodatabase stores the official copy of the inspection for future possible litigation.

Stormwater Asset Inventory (City of Ft. Pierce, FL)

Field inventory of a select 10,000 structures within the City of Ft. Pierce. Sub-centimeter Trimble RTK GPS receivers were used to determine the horizontal location of the visual center of all stormwater structures. To calculate invert elevations, conventional leveling techniques were used to determine the elevation of the top of inlet grates, then measure -down values were used from the grates to calculate invert elevations. Attributes for each structure were recorded using a ESRI ArcPad software and a custom developed ArcPad application. All field collected attributes, including elevations were provided in the City's GIS format.

Frank Veldhuis

Vice President/
Senior GIS Professional
NorthStar Geomatics, Inc.
P.O. Box 2371,
Stuart, FL 34995
(772) 781-6400
frankv@nsgeo.com

Education

Bachelor of Science,
in Geomatics,
University of Florida, 1999

Associate of Arts,
Lake Sumter Community
College, 1994

Professional Registrations

Florida Licensed Surveyor
and Mapper # 6582

Professional Affiliations

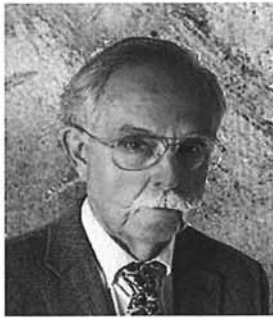
Member Florida Society
Mappers & Surveyors

Computer Hardware

Windows Servers, Networks, HP Plotters and printers, Trimble 5700, 5800, R7, R8, Pro XRS, Geo XT, TSCE, TSC2

Computer Software

ArcGIS Desktop, ArcGIS Online, ArcGIS Pro, ArcSDE, ArcGIS Enterprise, GIS Web Development, ArcGIS JavaScript API, ArcPy, Collector, Survey123, ArcPad, ArcView, Oracle, Sql Server, SQL Developer, Toad, Trimble Geomatics Office, Trimble Pathfinder Office, Auto-desk Land Desktop,



David O. Charland, P.E., S.I.
Regional Director



PROFESSIONAL EXPERIENCE

Mr. Charland has provided structural engineering design leadership for more than fifty- five (55) years, on thousands of complex commercial and institutional projects throughout the State of Florida.

Notable projects include the Fort Lauderdale-Hollywood International Airport, Terminal 1- Concourses B and C and the \$126 million, "fast track" project, NAP of the Americas (formerly Technology Center of the Americas, Miami). Mr. Charland was instrumental in the selection and design of the construction of the 750,000 SF concrete telecommunications "hotel" project, expedited and completed in only 25 weeks.

Projects under his leadership include: municipal / government facilities, healthcare entities, firehouses, emergency operations centers, school systems, aviation structures, heavy marine facilities, roads, bridges, industrial plants, parking structures and commercial building restoration.

Mr. Charland's dedication to public service spans over three decades; he served two terms on the Florida Board of Professional Engineers, initially appointed by Governor Jeb Bush and later by Governor Charlie Crist; his service also includes the Broward County Central Examining Board for Engineering Construction, the Structural Committee of the Broward County Board of Rules and Appeals and the Florida Department of Community Affairs, Hurricane Andrew Damage Assessment Team.

YEARS EXPERIENCE

55 Years

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
American Concrete Institute
Florida Structural Engineers Association

PROFESSIONAL REGISTRATION

Registered Professional Engineer,
Florida: PE 8802
Professional Land Surveyor,
Florida (retired): 1749
Special Inspector /
Threshold Buildings;
Florida: 0042

EDUCATION

University of Florida, *Bachelor of Science,* Civil Engineering;
(Specialization in Structural Engineering)

- **City of Hollywood, Dept. of Public Utilities, Hollywood Lift Station W-14,** S. 56th Avenue and Monroe Street, Hollywood; complete rehabilitation of the Lift Station- replacement of pumps based on hydraulic analysis, rerouting of force main outside, installation of a new megameter, new VFDs, electrical and ventilation upgrades and structural rehabilitation.
- **City of Port St. Lucie, Civic Center,** Port St. Lucie; 100,000 SF facility; Department of Education's Enhanced Hurricane Protection Areas building, capable of withstanding a Category-5 hurricane and operating with emergency power; Project Value: \$25 MM.
- **Miramar Community and Cultural Amphitheater,** Miramar; Project: stage, dressing rooms, electrical, data room, restrooms of approx. 5,000 SF and a tensile canopy of approx. 18,000 SF; Project Value: \$4 MM.
- **City of Sunrise, Public Safety Complex,** Sunrise, FL; hardened facility to withstand service wind speed up to 160 MPH, 132,000 GSF, Project Value: \$35 MM.
- **Environmental Protection Dept. Laboratory (LEED Certified),** Broward County; Project Value: \$3.5 MM.
- **Florida International University (FIU) Wellness Center,** *Maidique A. Modesto Campus,* Miami; 3-story, 61,738 GSF expansion of existing recreation center; Project Value: \$18.1 MM.
- **City of Pembroke Pines, City Hall and Civic Center,** Pembroke Pines; 4-story, 166,895 SF; 3,500 seat performing arts center, banquet room, exhibition grand hall, full service kitchen, dressing and green rooms; Project Value: \$60 MM.
- **Seminole Tribe of Florida, Brighton Reservation Public Safety and Administration Campus;** 101,000 GSF, Project Value: \$20 MM.
- **Chupco's Landing Community Center; Seminole Tribe of Florida,** Ft. Pierce; 20,000 GSF multi-purpose facility; Project Value: \$4.3 million.
- **Wilton Manors City Hall, Emergency Operations Center and Police Station,** Wilton Manors; 35,000 GSF, new two-story building; Project Value: \$8 MM.



Nitin Ranadive, P.E.
Director of Operations,
Senior Engineering Manager



PROFESSIONAL EXPERIENCE

Mr. Ranadive has more than three decades of experience in Structural Engineering, project management, planning and engineering design for a variety of Civil Engineering projects. His qualifications include public and private commercial, institutional and industrial projects.

Under his direction, he has led project teams in the design of conventional and post-tensioned concrete, composite and structural steel, cold formed steel bearing walls and wood structure projects. His expertise encompasses the design of new structures and the restoration and conversion of existing structures.

His qualifications enable him to develop and manage design teams that provide elegant and innovative solutions to challenging structural projects.

PROJECTS

YEARS EXPERIENCE

32 Years

PROFESSIONAL REGISTRATION

Registered Professional Engineer:
Florida: PE 81459
Maryland: PE44838

EDUCATION

University of Maryland, *Master of Science*, Civil Engineering;
(Specialization in Structural Engineering)

Indian Institute of Technology, Mumbai, India, *Bachelor of Technology*, Civil Engineering

- **City of Plantation**, Plantation; City capital projects funded by the 2017 Ad Valorem Bond; Public Works Ground Maintenance Building Improvements, Fire Station #2 and #5 Building Additions; Pop Travers Field Improvements; Craft Shop Improvements; Project Value: \$7.5 MM.
- **Martin County Jail/ Medical Pod Building, Martin County Holt Correctional Center**, Stuart; Renovation and addition to the medical facility consists of renovation of the existing 2,100 SF medical facility and the construction of a new 2,850 SF building addition for isolation and hospital medical rooms.
- **School District of St. Lucie County**; New school building facilities; 107,000 SF, state-of-the-art Administration Building; Project Value: \$17 MM.
- **City of Sunrise, Public Safety Complex**, Sunrise; the complex includes facilities for the Police Department, Fire-Rescue Administration, a Municipal Emergency Operations Center (EOC) and a joint Training Center that includes a Weapons Firing Range. Hardened facility to withstand service wind speed up to 160 MPH, 132,000 GSF, Project Value: \$35 MM.
- **City of West Palm Beach, Lake Lytal Aquatic Complex**, City of West Palm Beach; Design services for new Aquatic Complex at Lake Lytal Park; 3645 Gun Club Road in WPB; Project Value: \$5 MM.
- **Florida International University, (FIU) Wellness Center**, *Maidique A Modesto Campus*, Miami; 60,000+ SF expansion of existing south campus Wellness and Recreation Center: new 3-court basketball/volleyball gymnasium, new free weight and cardio areas, indoor racquetball court and running track; lounge and office space; 3-story structural system comprised of concrete tilt-up panels, steel columns and beams, and composite metal deck with concrete fill; structure bears on shallow footings; Project Value: \$18.1 MM.
- **City of Miramar, Community and Cultural Amphitheater**, Miramar; Cultural Amphitheater Complex with 1,500 non-permanent seats and a lawn seating capacity of 2,500 under canopy structure; site includes a memorial wall, pedestrian pathways, food truck and vendor areas; stage, dressing rooms, electrical, data room, restrooms of approx. 5,000 SF and a tensile canopy of approx. 18,000 SF; Project Value: \$4 MM.
- **Guns and Weapons Systems Tech Data Facility**, NJ: 3 structures – Firing Range 647 (firing pad for 150 mm cannons, firing bay for 25/35 mm guns, gun shop, and slug butt to capture slugs); Building 3350 (single story housing Guns Laboratory and Testing facility; Building 61 (Renovations).



Shaun MacKenzie, Professional Engineer (FL) 61751

Professional Credentials

Bachelor of Science, Civil Engineering, University of Florida

Master of Science, Civil Engineering, University of Florida

Professional Organizations

Institute of Transportation Engineers

Urban Land Institute

FDOT Maintenance of Traffic Advanced Certified

Relevant Software Experience

Highway Capacity Software (HCS), Synchro, CORSIM,
SimTraffic, FSUTMS (Cube/Voyager, Tranplan), AutoCAD,
MS Word, Excel, Powerpoint, Access, LOSPLAN



KEY PROJECTS

Mapp Road Corridor and Safety Study

MEP evaluated the .75 mile corridor for existing and future intersection and roadway operations. The study included researching, collecting, and obtaining data to determine the existing traffic patterns, volumes, turning movements, and accidents at the intersection. The study provides recommendations for turn lanes, roundabout or signalization for the intersecting side streets, including the Palm City Elementary School access for parent pick-up and drop-off entrance.

University & California Intersection Evaluation

The City of Port St. Lucie and the St. Lucie TPO identified the intersection in the Congestion Management Process as being a priority project. MEP evaluated the intersection for safety, existing and future intersection operation, and existing and future roadway operation. The study included researching, collecting, and obtaining data to determine the existing traffic patterns, volumes, turning movements, and accidents at the intersection. The study provides recommendations for roundabout design alternatives in the short and long term conditions.

Bayshore and Selvitz Intersection Evaluation

The City of Port St. Lucie and the St. Lucie TPO identified the intersection in the Congestion Management Process as being a priority project. MEP evaluated the intersection for safety, signal warranting, existing and future intersection operation, and existing and future roadway operation. The study included researching, collecting, and obtaining data to determine the existing traffic patterns, volumes, turning movements, and accidents at the intersection. The study provides recommendations for roundabout and intersection improvement alternatives and preliminary cost estimates for each option.

Okeechobee County On-Call Reviewer

MEP provides continuing traffic review services to Okeechobee County. We make concurrency determinations in accordance with the adopted code and provide our professional opinion to the County on matters of traffic engineering, including: queues, signal warrants, off-site improvements, parking requirements, circulation, site design, trip generation, traffic assignment, and trip distribution.



Westlake Comprehensive Plan Transportation Review

On behalf of the Indian Trail Improvement District and Palm Beach County, MEP performed a transportation review of the new City of Westlake in Palm Beach County. The transportation review included the short-term analysis (5-years) and long-term analysis (20-years) of the roadways impacts within the proposed City boundaries. The review identified increases in densities per the Future Land Use Element and Map, potentially requiring impacts to adjacent roadways. We reviewed the study area boundaries, trip length, and vehicle miles traveled per capita characteristics; identified inconsistencies between the analysis, impacts within and outside Westlake, and the TE Maps; provided recommendations for additional coordination with FDOT, ITID, and Palm Beach County.

Dixie Highway, West Palm Beach, FL

In partnership with the Palm Beach Metropolitan Planning Organization (MPO), surrounding businesses, homeowners' associations, and institutions, the City of West Palm Beach engaged Treasure Coast Regional Planning Council (TCRPC) to investigate the possibility of modifying Dixie Highway from Albemarle Road north to Okeechobee Boulevard to become more bicycle and pedestrian accessible. The study included the 1.4 miles from Albemarle Road to the south and Okeechobee Boulevard to the north. The conceptual design included bike lanes, pedestrian facilities, access management, additional on-street parking, traffic signal and intersection modifications. The study included intersection and segment LOS interpretation and reporting, roundabout analysis, congestion management solutions, access management, access management solutions, safety analyses and conceptual design.

Lake Worth Pedestrian Safety Improvements

Prepared the conceptual design, cost estimates, and presented to the Palm Beach Metropolitan Planning Organization for the Transportation Alternatives Program (TAP). Coordinated with the Lake Worth CRA, FDOT, and the TCRPC. The project is slated to receive funding through the Palm Beach County MPO TIP Local Initiatives Program. The project is for improvements at the Lake Worth Road and South A Street, 1,500 LF of sidewalk, bike lane modifications, new brick pavers and asphalt, MUTCD street sign compliance, Americans with Disabilities Acts upgrades including curb ramps and tactile surface, 9 proposed crosswalks, and 10 Rectangular Rapid Flash Beacons (RRFB).

Tri-Rail Pedestrian and Bicycle Access Plan

Prepared the Tri-Rail pedestrian and bicycle plan. The plan recommended the best routes for pedestrians and bicyclist in order to increase ridership to Tri-Rail stations via bicycling and walking. The routing plans attempt to minimize the risk to pedestrians and bicyclists and provide the shortest travel time between the Tri-Rail stations and the attractions / generators. The plan recommends short-term, medium-term, and long-term projects based on time needed to complete the projects. The projects are prioritized based on the ability to provide additional access to the station, proximity to the station, anticipated benefit to the Tri-Rail station. The benefit to the stations are defined as reduced walking / bicycling distance to the stations and ability to provide new / improved access to a service area. A master project list of improvements and estimated costs were included as a part of the pedestrian and bicycle plan. The radius of influence for pedestrians and bicycles were ¼ mile and 3 miles, respectively.

Ms. O'Rourke has been involved in transportation engineering since the beginning of her career nearly 30 years ago. A native of Florida, Ms. O'Rourke returned to Florida in 2001 after 12 years in California. Her unique mix of public sector policy development and private sector implementation provide the insight to navigate the regulatory process for even the most complex projects. MS. O'Rourke has completed hundreds if not thousands of traffic impact analyses in her career.

Ms. O'Rourke is well versed in many facets of transportation planning to include large scale traffic studies, small project traffic studies, transit planning, long range projections, corridor planning, freight logistics, hurricane preparedness and regional and local planning. In addition to the transportation planning side, Ms. O'Rourke provides conceptual design and various engineering design components to include maintenance of traffic, signal design and signing and striping that allow her to more fully understand the impacts of the project she works on and the cost to her clients. Ms. O'Rourke is supported by Mr. James L. Kemp, I.E. and Mrs. Hernandez on AutoCAD.

Representative Projects

Municipal Support – Ms. O'Rourke has provided traffic engineering and review for many agencies to include; City of Okeechobee through LaRue Planning, City of Stuart, Town of Jupiter and Palm Beach County.

Signal Design - Ms. O'Rourke has provided signal warrants, signal design and signal modifications for several intersections in Martin County and the Treasure Coast. Preliminary design was prepared for US 1 and Olympus Street. Signal modifications were submitted for Gatlin/Brescia, Haverhill/Century Village. Signal warrant analyses were provided at Savannah/Cedar Street, SR-76/New Driveway, US 1/Windemere and Northlake/Driveway 7.

Maintenance of Traffic - Ms. O'Rourke has provided maintenance of traffic plans to include 15 sheets for SR 70 in St. Lucie County for the widening of SR-70 and small plan sets for the Chasing Caterpillars Triathlon. Ms. O'Rourke is also the project manager and on-site coordinator for the traffic management plan for the Okeechobee Music Festival. This project involves the development of a loading and unloading plan to and from the festival for approximately 40,000 attendees. The plan involves the development of a series of directional location signs to help guide the patrons to their destination. Ms. O'Rourke coordinated with the county and local law enforcement personnel to staff critical intersections, during the arrival and departure periods. Ms. O'Rourke was also responsible for the Maintenance of Traffic plan at the key intersections, acquiring all necessary signs as well as secure all necessary permits for the signs and lane closures through the FDOT and Turnpike.

Traffic Analysis: O'Rourke Engineering & Planning completed the traffic analysis of the proposed land use plan amendment for a change of 3,375 acres from a combination of commercial and agriculture to a special mixed-use land use category. The parcels affected by the land use plan amendment are located on Citrus Boulevard in Martin County, Florida. The transportation impacts were addressed using industry Art Plan and HCS Streets. The project included conducting traffic counts at 14 locations.

Access and FDOT Coordination - District Four - Ms. O'Rourke routinely coordinates with District Four on projects to include; the development review, Pre-application meetings and Variance hearings and design review.

Education

Bachelor of Science, Engineering Science, Vanderbilt University

Registration

Registered Civil Engineer, Florida,
Registered Civil/ Traffic Engineer, California (former)

Affiliations

Member Institute of Transportation Engineers
Member Women's Transportation Seminar
City of Stuart LPA

Work Experience

Vanderbilt University, Traffic and Parking, 1982-1985
Kimley-Horn and Associates, (KHA) Analyst, West Palm Beach, 1985-1989
O'Rourke Engineering, 1989-2000
RBF/O'Rourke Engineering 2001
Susan E. O'Rourke, P.E., Inc. DBA O'Rourke Engineering & Planning 2001-present



Hobe Sound Environmental Consultants Inc.

9512 SE Duncan Street

Hobe Sound, Fl. 33455

(772)545-3676, E-mail: bobhsenv@gmail.com

Robert L. Weigt

Professional Experience

May 2012 to
present

Hobe Sound Environmental Consultants, Inc.

Hobe Sound, Florida

Chief Executive Officer and Owner. Responsible for project execution of environmental projects that require services including: comprehensive pre-permitting environmental site assessments and feasibility studies; site selection and pre-master planning analysis; endangered/threatened species surveys; seagrass surveys; environmental assessments (EA); and environmental impact statements (EIS) and stormwater treatment area (STA) planting plans. Also responsible for project execution of wetland delineation; wetland permitting; mitigation design; mitigation construction management; mitigation monitoring; 404(b)(1) compliance; environmental permitting and compliance monitoring for applications with Federal, State, regional, and local environmental agencies. Responsible for aspects of project management, graphic design, and technical writing. Holds Florida Fish and Wildlife Conservation Commission authorized gopher tortoise agent permit number GTA-09-00153D.

October 1993 to
May 2012

R. L. Weigt Environmental Consultants, Inc.

Hobe Sound, Florida

Chief Executive Officer and Owner. Responsible for project execution of environmental projects that require services including: comprehensive pre-permitting environmental site assessments and feasibility studies; site selection and pre-master planning analysis; endangered/threatened species surveys; seagrass surveys; environmental assessments (EA); and environmental impact statements (EIS). Also responsible for project execution of wetland delineation; wetland permitting; mitigation design; mitigation construction management; mitigation monitoring; 404(b)(1) compliance; environmental permitting and compliance monitoring for applications with Federal, State, regional, and local environmental agencies. Responsible for aspects of project management, graphic design, and technical writing.

January, 1986 to
October 1993

CZR Incorporated

Jupiter, Florida

Environmental Manager. Senior biologist responsible for wetland delineation, permitting, mitigation designs, monitoring, endangered species surveys, environmental assessments, water quality studies, siting of landfills, water and wastewater facilities, and DRI and PUD development assistance. Administrative responsibilities included scheduling 15 professional staff members and oversight of large company projects.

August 1983 to
January 1986

Stottler Stagg and Associates, Architects, Engineers, and Planners, Inc.

Cape Canaveral, Florida

Senior Biologist. Responsibilities included site assessments, water quality assessments, feasibility studies, DRI and PUD development assistance, wetland permitting, wetland mitigation and monitoring, and endangered species surveys.

January 1979 to
August 1983

Missimer and Associates, Inc.

Cape Coral, Florida

Hydrologist/Geologist/Senior Biologist. Responsibilities included dredge and fill permitting, water quality studies, heavy metal and pesticide sampling of monitoring wells, and environmental assessments.

December 1976
to January 1979

Lee County Health Department, Environmental Laboratory

Fort Myers, Florida

Biologist III. Responsible for the daily operation of the laboratory facility. Conducted water quality analysis of natural bathing beaches, public and private water treatment facilities, wastewater facilities, and studies of hazardous waste spills within Lee County. Analysis included heavy metals, bacteria, herbicides, pesticides, and other standard water quality procedures. Responsible for the laboratory quality assurance program and laboratory certification.

Education

1974 to 1976

Florida Institute of Technology

Melbourne, Florida

Masters of Science, Biology/Marine Biology

1971 to 1974

Western Illinois University

Macomb, Illinois

Bachelors of Science, Zoology/Biology

Professional Affiliations

Florida Certified Environmental Assessor, License #CFEA 118

Registered Environmental Property Assessor, License #REPA 5572

National Association of Environmental Professionals

Florida Association of Environmental Professionals

American Fisheries Society

Florida Native Plant Society

Gopher Tortoise Council

Professional Association of Diving Instructors, License #641

Python Challenge, 2016, Florida Fish and Wildlife Conservation Commission

Authorized Gopher Tortoise Agent Number GTA-19-00153D



Hobe Sound Environmental Consultants Inc.

9512 SE Duncan Street

Hobe Sound, FL 33455

(772)545-3676, E-mail: bobhsenv@gmail.com

Freda R. Posin

Professional Experience

May 2012 to
present

Hobe Sound Environmental Consultants, Inc.

Hobe Sound, Florida

Senior Environmental Specialist, Senior Project Manager. Responsible for environmental site assessments and feasibility studies; endangered/threatened species surveys, wetland delineations; wetland permitting and mitigation monitoring. Specializes in Environmental Resource Permitting and 404(b)(1) issues and compliance. Additionally responsible for environmental permitting for applications with Federal, State, regional, and local environmental agencies, gopher tortoise relocation permitting, project management, graphic design, technical writing and quality control.

March 2004 to
May 2012

R.L. Weigt Environmental Consultants, Inc.

Hobe Sound, Florida

Senior Environmental Specialist, Project Manager. Responsible for environmental site assessments and feasibility studies; endangered/threatened species surveys, wetland delineations; wetland permitting and mitigation monitoring. Specializes in Environmental Resource Permitting and 404(b)(1) issues and compliance. Additionally responsible for environmental permitting for applications with Federal, State, regional, and local environmental agencies, gopher tortoise relocation permitting, project management, graphic design, technical writing and quality control.

August, 1999 to
November 2003

C&N Environmental Consultants, Inc.

Jupiter, Florida

Senior Biologist/Project Manager/Quality Control. Project manager/ senior biologist for all phases of local, state and federal environmental permitting, including environmental assessments, wetland determinations, submerged resource surveys and design and construction management of wetland restoration/creation/mitigation projects. Additionally responsible for coordination with government agencies, project management, and technical writing. Also responsible for quality control of written documentation for entire professional office staff.

September 1998 to
August 1999

Land Design South, Inc.

West Palm Beach, Florida

Biologist/Project Manager. Responsibilities included site assessments,, wetland mitigation and monitoring, endangered species surveys, as well as all phases of local, state and federal environmental permitting. Also involved in mitigation, restoration and/ or enhancement of uplands and wetlands. Also designed and monitored littoral zones.

May 1989 to
September, 1998

Zuckerman Household

Jupiter, Florida

Mother. Responsibilities included care and raising of two lively sons. Also ran a small antiques business as well as a native wildflower nursery (Florida Wildflowers, Inc.).

February, 1987 to
May 1989

The Nature Conservancy's Blowing Rocks Preserve

Tequesta, Florida

Director. Responsible for overseeing the east side barrier island restoration, staff management and daily maintenance of the preserve. Designed and oversaw construction of new pathway and parking lot hammock. Obtained bids for and oversaw construction of dune crossovers and wrote language for signage. Also established and ran public education programs and volunteer programs which included office work, exotic plant species control, beach clean-ups and sea turtle walks and monitoring.

1985-1991

Florida Wildflowers, Inc.

Lake Worth, Florida

President. Locate, identify and propagate native Florida wildflowers.

1985-1987

Plants for Tomorrow, Inc.

Boynton Beach, Florida

Botanist. Responsible for locating, identifying and harvesting Florida native plants, running germination tests, developing Native Plant Information Sheet and planning public relations activities for promotion of native plant market. Editor of premier and second year issues of the Florida Native Plant Society's Plant and Service Locator.

EDUCATION

1979-1983

Florida Atlantic University

Boca Raton, Florida

Bachelors of Science, Botany/Ecology

1983-1985

Florida Atlantic University

Boca Raton, Florida

Completed course work for Masters of Science, Emphasis in Botany and Ecology

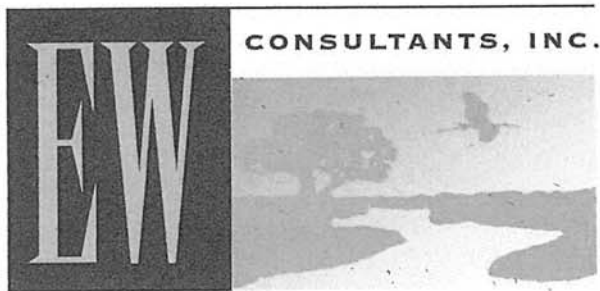
PROFESSIONAL AFFILIATIONS

National Association of Environmental Professionals

Florida Association of Environmental Professionals

Environmental Professional of Florida

Florida Native Plant Society



Edward R. Weinberg

President

Education

1987	Florida Institute of Technology Master of Science in Oceanography	Melbourne, FL
1985	St. Bonaventure University Bachelor of Science in Biology <i>cum laude</i>	St. Bonaventure, NY

Certification

Certified Professional Wetland Scientist #000670
U.S. Army Corps of Engineers Certified Wetland Delineator,
Jacksonville District

Experience

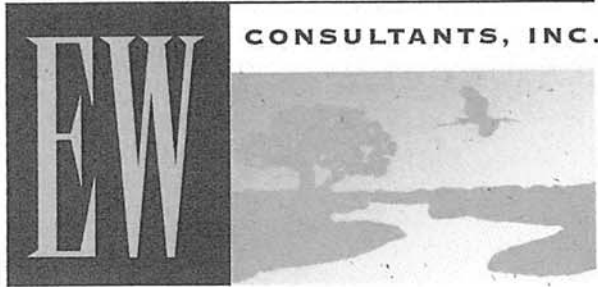
1997 – Present	EW Consultants President	Stuart, FL
1987-1997	Kimley-Horn and Associates Project Scientist, Project Manager, Associate, Shareholder Office Manager – Stuart Office	Stuart, FL

Professional Affiliations

Florida Academy of Sciences
Society of Wetland Scientists
National Association of Environmental Professionals
Florida Association of Environmental Professionals
American Water Works Association
American Membrane Technology Association
Treasure Coast Builders Association

Civic Activities

St. Lucie River Initiative, Board of Directors
Business Development Board of Martin County, President 1999-2000
Martin County Leadership, Class of 1992-93
Economic Council of Martin County, 1995-present, Chairman 2007



Arnaud C. Roux

Environmental Scientist

Education

2004	Florida Institute of Technology Master of Science in Environmental Resource Management	Melbourne, FL
2003	Florida Institute of Technology Bachelor of Science in Environmental Science	Melbourne, FL

Experience

2005 – Present	EW Consultants, Inc. Environmental Scientist	Stuart, FL
2004 – 2005	Canaveral Port Authority Environmental Staff Intern	Cape Canaveral, FL

Professional Affiliations

2005 – Present	Florida Association of Environmental Professionals Member - Treasure Coast Chapter
2012 – 2015	President - Treasure Coast Chapter
2005 – Present	Society of Wetland Scientists Member
2015 – Present	Certified Professional Wetland Scientist #2549
	PADI Open Water SCUBA Certified

Relevant Training

2006 & 2013	Hydric Soils 3-day Course – University of Florida (Instructor: Wade Hurt)
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Civic Activities

Martin County LEADERship, Class 20 – (2009-2010)



Key Qualifications

Peter G. Andersen has 20 years of experience in the Geotechnical Engineering and Materials Testing field. Peter worked at an international Geotechnical and Environmental Consulting firm from 1997 through 2006 (Ardaman & Associates, Inc.) where he served as Project Engineer for the development of recommendations for site preparation and foundation design for projects throughout South Florida and outside of the United States including numerous low- and high-rise structures, bridges, piers, buried structures, transmission towers, silos, roadways, drainage structures, off-shore mooring facilities, sea walls, retaining walls, anchoring systems, excavation bracings, underpinning measures, dams and levees. From 2002 through 2006, he served as Senior Project Engineer and Assistant Branch Manager where in addition to the above listed responsibilities, he was in charge of planning and supervision of field and laboratory geotechnical exploration programs for both public and private sector clients. Currently, Peter serves as the Principal Geotechnical Engineer for Andersen Andre Consulting Engineers, Inc.

Project Experience

Aside from traditional geotechnical projects, Peter has worked on several state mandated land condemnation projects on properties bordering the Everglades Stormwater Treatment Areas (STA's), performed quarry (ore) assessment studies, wetland mitigation projects, environmental assessments, and worked on forensic structural investigations using destructive and non-destructive testing techniques. Additionally, Peter has performed structural inspections of reinforcing steel and prestressed structural members (single/double keyway decks, piles, etc.). Peter also has significant experience providing geotechnical engineering consulting services on roadways. Below are a few representative Martin County projects on which Peter provided Geotechnical consulting:

- ☐ Green River Parkway (Southern Extension), from Jensen Beach Blvd. to S.R. 707
- ☐ Willoughby Boulevard, from Monterey Road north to U.S. Highway 1
- ☐ SR 714 Planned Improvements, from FL Turnpike to Citrus Boulevard
- ☐ Tropical Farms/Phipps Park Stormwater Treatment Areas (STAs)
- ☐ Council on Aging - Martin County
- ☐ Danforth Creek STA
- ☐ Kitching Creek STA
- ☐ Manatee Creek STA
- ☐ Martin County Administration Center Parking Lot Improvements
- ☐ Martin County Transit Depot
- ☐ Cove Road and Atlantic Ridge Intersection Signalization
- ☐ Windemere Drive at U.S. Hwy. 1 Intersection Signalization
- ☐ All American Ditch Drainage and Water Quality Improvements

Education

- Master of Engineering in Geotechnical Engineering, University of Florida, 1997
- Bachelor of Science in Civil/Structural Engineering, Technical University of Denmark, 1995

Professional Registrations

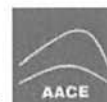
- Professional Engineer, State of Florida Registration No. 57956

Professional Affiliations

- Florida Engineering Society
- Danish Engineering Society
- National Society of Professional Engineers
- Florida Institute of Consulting Engineers
- Geotechnical and Materials Engineering Council, Secretary 2005-2006

Contact Information

Andersen Andre Consulting Engineers, Inc. (AACE)
834 SW Swan Avenue
Port St. Lucie, Florida 34983
Ph. (772) 807-9191
Fx. (772) 807-9192
website: www.AACEinc.com
email: PAndersen@AACEinc.com



Key Qualifications

David P. Andre has been performing Geotechnical Engineering, Construction Materials Testing and Environmental Consulting since 1993. David gained extensive and varied experience during his employment with an international Geotechnical and Environmental Consulting firm where he was Branch Manager for operations in the Port St. Lucie office from 2000 through 2006 (Ardaman & Associates). In addition to managing a staff of 19 engineers, environmental scientists, field and laboratory technicians and administrative personnel, David was responsible for all regional environmental and geotechnical engineering projects as well as construction materials testing services, and oversaw all office operations, including proposal preparation, report review (signing and sealing), invoicing and collections. David then co-founded Andersen Andre Consulting Engineers in 2006. He is currently responsible for construction materials testing programs, environmental consulting, supporting the geotechnical division, as well as invoicing and on-going business management (including the management of AACE's public sector clients and continuing service contracts).

Project Experience

During his engineering career, David has served as contract manager for continuing service contracts for the Martin County, City of Port St. Lucie, Martin County School Board, St. Lucie County, Okeechobee County, Indian River County, Indian River State College and the City of Fort Pierce. Additionally, David has served as Project Engineer for the development of recommendations for site preparation and foundation design for projects throughout Southeast Florida including numerous publicly and privately owned structures, roadways and bridges. He has also served as senior geotechnical consultant on numerous public utility projects. Below are several projects within Martin County for which David has provided Geotechnical Engineering and/or testing services:

- ☐ Martin County Transit Depot
- ☐ Warner Creek/Leilani Heights Drainage Improvements
- ☐ Rio Stormwater Treatment Improvement Project
- ☐ Manatee Creek Drainage Improvements and Denitrification Bed Construction
- ☐ Willoughby Boulevard Extension (from Monterey Road to U.S. Hwy. 1) - Stuart, Florida
- ☐ Citrus Boulevard (a.k.a. Western Palm City Corridor) - Palm City, Florida
- ☐ Twin Rivers Public Park
- ☐ Viesel Bio-Fuel - Post Fire Remedial Services
- ☐ Beau Rivage Estates Emergency Culvert Replacement

Education

- Bachelor of Science, Environmental Engineering, University of Florida, 1993
- Post Graduate Geotechnical Engineering Courses, University of Central Florida, 1997

Professional Registrations

- Professional Engineer, State of Florida Registration No. 53969

Professional Affiliations

- Florida Engineering Society (Member 1995 to Present)
- Treasure Coast Chapter Engineer of the Year (2006)
- Treasure Coast Chapter Young Engineer of the Year (2002)
- Chapter Secretary (2002)
- Chapter Vice President (2003-2004)
- Chapter President (2005)
- State Director (2008 - 2011)
- Member - National Society of Professional Engineers (1995 to Present)
- American Society of Civil Engineers (1995 to 2005)
- Florida Institute of Consulting Engineers (1998 to Present)
 - Membership Services Committee Member (2003-2005)
 - Professional Practices Committee Chairman (2005 to 2008)
- 2018 FICIES Inaugural LEADERSHIP Class (2003-2004)

Contact Information

Andersen Andre Consulting Engineers,
Inc. (AACE)
834 SW Swan Avenue
Port St. Lucie, Florida 34983
Ph. (772) 807-9191
Fx. (772) 807-9192
website: www.AACEinc.com
email: Dandre@AACEinc.com

Resumé of
MITCH WALKER



EDUCATION:

- A.A. Criminology - Miami Dade Community College 1980
- B.S. Zoology - Humboldt State University 1987
- M.S. Construction Management - Florida International University 2003
- Certified Commercial/Residential/Golf Irrigation Designer (CID) – Irrigation Association
- Certified Landscape Water Auditor (CLIA) – Irrigation Association
- Certified Golf Irrigation Auditor (CGIA) – Irrigation Association
- Certified Irrigation Contractor (CIC) – Irrigation Association

YEARS EXPERIENCE: 30+ years

WORK EXPERIENCE:

- 1995 TO PRESENT – President of Masuen Consulting LLC – An outdoor water management focused design, consulting, and management firm servicing the Golf, Landscape, and Agricultural Industries, worldwide.
- 1987 to 1995 – President of Walsuen Enterprises Inc., a Site, Landscape and Irrigation design/build/management/consulting company in Sacramento, CA.

PROFESSIONAL ORGANIZATIONS:

- Professional Member American Society of Irrigation Consultants (ASIC)
- Corporate Member of The Irrigation Association (IA)
- Environmental Protection Agency (EPA) Water Sense Partner
- American Rain Water Catchment Systems Association (ARCSA)
- Corporate Member of the U.S. Green Building Council (USGBC)

Resumé of
JUDY JENSEN



EDUCATION / PROFESSIONAL:

- Associate of Arts in General Education, (with Honors), Daytona State College, 2003
- Associate of Applied Science in Architectural & Building Technology, (with Honors), Advanced Technology Center at Daytona State College, 2005
- Certified Landscape Irrigation Auditor (CLIA) – Irrigation Association, 2006
- Certified Golf Irrigation Auditor (CGIA) – Irrigation Association, 2008
- US Green Building Council LEED AP, 2008
- Certified Irrigation Designer, Commercial, 2011
- Licensed Irrigator, Texas #LI0023996, 2018

WORK EXPERIENCE:

- September 2005 – Present – Masuen Consulting, LLC
- Water Resource Consultant– Responsibilities include training new designers, water conservation consulting, LEED consulting and design, irrigation design, & project design coordination.

PROJECTS:

- Port St Lucie Botanical Gardens, Port St Lucie, FL
- Brickell Park, Miami, FL
- 1111 Lincoln Road Penthouse, Miami, FL
- Apogee, Miami, FL
- Jade Signature, Sunny Isles, FL
- Century Village East, Deerfield Beach, FL
- Talmadge Lofts, Savannah, GA
- Broward County Convention Center (LEED), Broward County, FL
- Element Hotel (LEED), Miami, FL
- Headquarters Honda (LEED), Clermont, FL
- Nova Southeastern University Oceanic Center (LEED), Dania Beach, FL
- City Furniture (LEED), Cutler Bay, FL
- Perry Hotel Remodel (LEED), Miami, FL
- Texas A & M Teaching Garden Complex, College Station, TX
- Tulsa Botanical Gardens, Tulsa, OK

PROFESSIONAL ORGANIZATIONS:

- Corporate Member of United States Green Building Council (USGBC)
- Professional Member of The Irrigation Association (IA)
- WaterSense Partner

Water Resource Professionals Design • Consult • Manage
642 Yates Rd., Newport, WA 99156
866-928-1533 tel 800-928-1534 fax

DANIEL K. DEIGHAN, MAI
FLORIDA STATE-CERTIFIED GENERAL APPRAISER #RZ244
PROFESSIONAL QUALIFICATIONS

Professional Designations

MAI American Institute of Real Estate Appraisers [now known as the Appraisal Institute]
Daniel K. Deighan has completed the requirements of the continuing education program of the Appraisal Institute including all ordinary, normal and required courses and seminars.

Professional Experience

State-Certified General Appraiser, Florida, #RZ244; Member of the Appraisal Institute

2004-Present Deighan Consultants, Stuart, Florida
1982-2004 Licensed Broker and Owner of Deighan Appraisal Associates, Inc., Stuart, Florida
1980-1982 Broker-Salesman and Appraiser, Geisinger Realty, Inc., Stuart, Florida
1971-1981 President, Deighan Real Estate, Inc., Lake Placid, New York
1967-1971 Chief Appraiser, John M. Wilkins, MAI, Lake Placid, New York
1966-1971 Review Appraiser, NY State Dept. of Mental Hygiene
1965-1966 Staff Appraiser, NY State Dept. of Transportation

Qualified as Consultant Appraiser with the Following Agencies/Authorities and Utilities

FL Dept. of Environmental Protection and FL Communities Trust; South Florida Water Management District; FL Dept. of Revenue; FL Dept. of Transportation; FHA; US GSA [General Services Admin.]; Veterans Admin.; Martin County; St. Lucie County; Palm Beach County; Florida Power & Light; US Bureau of Census; FL Turnpike Authority; BellSouth; Cities of Stuart, Port St. Lucie, and Fort Pierce; Treasure Coast Regional Planning Council

Private-Industry Appraisal Clients [Partial List]

Local – First Peoples Bank; Riverside National Bank; First National Bank & Trust; Coldwell Banker Co.; Bank of Indiantown; Wachovia; Harbor Federal; Palm Beach Bank & Trust; Martin Memorial Hospital

National -- American Oil Company; McDonald's Corp.; Mobil Oil Company; Walgreen's; Shell Oil Company; Texaco, U.S.A.

Property Types Appraised [Partial List]

Automobile dealerships, citrus groves, gas stations, power centers, mini-power centers, all forms of commercial space including restaurants and banks, all forms of residential uses including subdivisions, apartment complexes, mobile home parks, and condominiums, hospitals, resorts and hotels/motels, mines, numerous easements including conservation and power line, wetlands, batch plants and other heavy industrial uses, industrial subdivisions, schools, leasehold interests, and riparian rights.

Expert Witness Testimony: Circuit Courts of Volusia, Indian River, St. Lucie, Martin, Palm Beach, Broward, and Miami-Dade counties, Florida; New York State Court of Claims and Supreme Court; and before various Commissioners on tax assessment cases.

Educational Background

- ° Bachelor of Arts Degree, Siena College, Loudonville, NY, 1965
- ° All required and necessary continuing education courses to achieve and maintain MAI.° Taught Real Estate Principles, Practices and Law (REE 1000) course at Indian River Community College, Ft. Pierce, Florida.
- ° Guest Lecturer, University of Florida
- ° Guest Lecturer, Florida Association of Realtors

Professional Association

- ° MAI
- ° Former Chairman, Grievance Committee, Stuart Board of Realtors.
- ° Past President, Economic Development Council of Martin County
- ° Past President, Tri-County Tec, Martin County

Wojcieszak & Associates, Inc.

Consulting Engineers

P.O. Box 2528
Stuart, FL 34995

833 E. 5th St.
Stuart, FL 34994

KEY PERSONNEL

DAVID A. WOJCIESZAK, P.E., CIAQP, LEED AP, QCS-P

PRESIDENT

In 1982, David founded Wojcieszak & Associates, Inc. to fill a void on the Treasure Coast for engineering services. His mission is to improve communities by offering sound technical advice based on good engineering judgment and professional experience. His design philosophy is to design systems and offer solutions that are sustainable, energy efficient and maintainable.

DARCEE A. MCANINLEY, P.E., CIAQP

SENIOR ENGINEER

In 1995, Darcee joined Wojcieszak & Associates, Inc. to further her goal to do her part to reduce pollution. She strives to design systems that run at peak efficiencies, and have the flexibility to be modified with changing demands. Her business philosophy is to educate clients so that they have the tools to make responsible decisions that promote sustainability and owner satisfaction.

TIMOTHY MCCONKEY

ELECTRICAL DESIGNER

In 1995, Tim joined Wojcieszak & Associates, Inc. to enhance his architectural background with electrical design. He focuses on finding ways to comply with energy code. This requires knowledge of how to achieve the required energy efficiencies by proper fixture selection and the implementation of energy management systems.

LYNNE D. CROSSAN

PLUMBING DESIGNER

In 1998, Lynne joined Wojcieszak & Associates, Inc. to continue her career path in construction. She is continually looking for ways to improve system layout to achieve higher efficiency while keeping control of budgetary constraints.



TAB 2: OPERATIONAL PLAN / TASK APPROACH

CAPTEC Engineering, Inc will approach the project in the following manner:

Upon project assignment by the Village of Indiantown, CAPTEC will **assign a Project Manager to research** the project to determine and provide an accurate Scope of Services for Village staff review. In the past, CAPTEC has gone as far as complete field reconnaissance and surveying by our inspectors to ensure an accurate scope of services is provided to our Clients. We recognize that requesting approval for additional services, after a contract is awarded, is not acceptable to any municipalities.

Staffing will depend on the civil engineering discipline for each project assigned. CAPTEC will utilize its full source of Project Managers and technicians to match the various expertise required for each project. **CAPTEC's Quality Control** will be completed by Mr. Joseph Capra, P.E.

CAPTEC staff will be involved with the roadway, signal, traffic, storm water, utility, marine and bridge design components of the projects. CAPTEC staff will provide our design and modeling services to our Sub-Consultants. We will utilize professional Sub-Consultants that we have worked with, in the past and are confident in their design capabilities and their commitment to complete the project on time and within budget. We have chosen sub-consultants that have also worked in Western Martin County and are familiar with FDOT requirements.

CAPTEC will utilize the services of the following local firms: Betsy Lindsay, Inc., GCY, Inc. and NorthStar Geomatics, Inc. for surveying services; Andersen Andre Consulting Engineers for geotechnical services; Hobe Sound Environmental Consultants, Inc. and EW Consultants, Inc. for environmental services; MacKenzie Engineering & Planning and Susan O'Rourke for traffic engineering services and TRC Worldwide Engineering, Inc. for structural engineering. We can use other local firms if desired by the Village. CAPTEC will choose Sub-Consultants that have the most knowledge of a project area and that will provide the best value for the Village.

CAPTEC staff works in a professional environment with the latest technology and updated hardware / software. Our firm constantly strives to provide a more efficient design and new state-of-the-art design and construction techniques. For example, in the past we have completed many storm water stabilization projects utilizing all types of geotechnical improvements. We learned how to qualify the specifications, to make sure the material works, thereby avoiding maintenance issues. Our designs always consider the maintenance aspects of a Client's project.

In our arrangement of office personnel, we always match experienced personnel with new employees. We recognize that experience and training is very important for the success of all projects. We also make sure that all work is Quality Controlled by separate experienced, registered, professional individuals.

CAPTEC begins all projects start with a kick-off meeting with the Village of Indiantown staff, CAPTEC staff and Sub-Consultants. All projects are monitored through our weekly staff meeting, and are tracked with a Project Status Report (attached), that records all work and communications on the project. This is completed by the Project Coordinators for each project. The project research is the first item of activity which is then followed by the conceptual designs and modeling and the review by the

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regulatory agencies. Once the improvements are recommended, CAPTEC will then confirm the cost is acceptable within the Village of Indiantown budget (see Financial Tab). Upon discussions with the Village of Indiantown, the final designs and permitting will be completed. We recognize the urgency to permit projects so they can be built to fix a problem, but also many grant funds require completion in a limited time frame. CAPTEC is experienced with local Municipal Bid procedures. In the contract preparation phase, CAPTEC will utilize its experienced staff of CEI personnel to make sure the specific projects are bid properly. During the Construction Phase, our staff will take pictures, prepare daily field reports, review all test results, review all payments and confirm all lien releases. **CAPTEC is familiar with local Municipal Contractual requirements** and procedures to make sure extra costs are not incurred by the Village. Upon completion of the project, CAPTEC is familiar with the certification requirements and works expeditiously to complete the grant close out for projects.

CAPTEC's experience in working to complete projects on time and within budget is an achievement we consider a requirement of our services. We will continually strive to exceed the Village of Indiantown's goals and requirements.

Relative to maintaining schedules and methods utilized to recover from Contractor delays, CAPTEC's constant engagement, weekly project review and documentation with reminders, help maintain the project schedule. CAPTEC has proven that **Constant Project Monitoring** is how we achieved the completion of the many projects like the Colorado Avenue Project, which was completed within a timeframe that did not significantly disrupt the public and within the project budget.

CAPTEC is constantly involved with infrastructure improvements on the Treasure Coast which allows CAPTEC to know accurate costs. During the design phase, CAPTEC will check cost with the Contractors, to make sure the project is accurately analyzed. All of CAPTEC's projects are value-engineered by our staff and the Contractor. During the design, permitting and construction phases, CAPTEC is constantly trying to save money on the completion of the project. During the Design phase, our staff discusses projects on a weekly basis with Gary Jones, our Director of Construction Services to confirm the project can be built properly and in the most efficient manner. Therefore, all projects receive a constructability review. Maintaining an open minded attitude, during the design and construction phases, help complete quality projects in a timely manner and within budget.


At our weekly meetings, all projects are documented with meeting minutes to help CAPTEC track and control project cost. CAPTEC has computer scheduling software to monitor the projects and in addition experienced personnel know the needs of a project. **All projects will have 20 to 30+ year experienced personnel on the job.** Relative to lines of communication, our design team which consist of a Project Manager, a Technician and a Project Coordinator will be constantly in communications with the Village Project Manager and staff.

At the beginning of the project, the Project Manager will establish the lines of communication preferred by the Village. **CAPTEC's Project Coordinators will complete weekly updates and complete Project Status Reports on all projects,** which monitor the initial research information provided by the Sub-Consultant, the technicians deadlines, the status of Permitting, the Bidding of the contract, the Pre-Con Meeting schedule, the shop drawing reviews, the Contractor inspections, the as-built completion, the final certifications, the final payments made to Contractors, and the collection of grant funds. CAPTEC's local office is located within 30 minutes of the Village of Indiantown's Office. We will provide prompt attention to all projects and be readily available to respond to all Village staff comments.




TAB 3: EXPERIENCES REFERENCES / PAST PERFORMANCE

The following 5 projects illustrate various disciplines of which CAPTEC has completed for other Municipalities on the Treasure Coast. These projects entail Stormwater/ Roadway/ Transportation/ Utility and illustrate a wide variety of municipal work. CAPTEC provides Civil Engineering Services for small and rural Communities.

Client	Martin County Engineering Dept.
Contact Name	Dianne Hughes, Project Manager
Address	2401 SE Monterey Road, Stuart, FL 34996
Phone Number	772-419-4080 email: dhughes@martin.fl.us
Nature of Work	<p><u>Martin County Savannas Regional Restoration Project Phase 1, Martin County, FL:</u> CAPTEC recently completed the review, analysis, model, cost estimates, and a report that provides model simulations of the proposed scenarios, for improvements to the regional system, located in the Savannas Preserve located within both Martin and St. Lucie County. Phase I of this restoration project provided an existing condition hydrological model, in an effort to identify and define areas deficient in typical Level of Service standards; delineate hydrologic watershed and sub-basins; identify current operational schedules and develop alternatives for operational flexibility; define habitat restoration, hydrologic and water quality needs; provided model simulations on proposed scenarios for improvements to the regional system; and prepared preliminary cost estimates and evaluations for each alternative plan. Specifically, in this Phase I component, the Water Management and Natural Systems Evaluation report allowed Martin County and the other stakeholders (City of Port St. Lucie/ Fort pierce/ St. Lucie County/ SFWMD/ FDOT/ FDEP) to adequately understand how the system currently operates and where opportunities are available for optimized water operations, restoration needs, water quality improvements, and flood level of service projects. This phased project focused on 1) alleviating community flooding 2) optimizing water management operations, 3) improving natural habitats and 4) improving water quality in the Savannas and the associated Indian River Lagoon watershed. Project Dates: Jan. 2017 to April 2018.</p>
Phase 1 Construction Cost	<p>Consultant Fee: \$291,500.00</p> <p>N/A – Study to operate the Savanna Preserve for Stormwater Management</p> 


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Client	Town of Ocean Breeze
Contact Name	Pam Orr, Town Clerk
Address	1508 NE Jensen Beach Boulevard, Jensen Beach, FL 34957
Phone Number	772-334-6826 email: townofocceanbreez@bellsouth.net
Nature of Work	<p>Indian River Drive/ Town of Ocean Breeze, Jensen Beach, FL: This project consisted of several phases; Initially CAPTEC completed feasibility study for the replacement of 142 septic tanks with sanitary sewers. The roadway, water/ sewer lines and stormwater improvements included design, permitting, utilities and construction engineering and inspection services for Ocean Breeze, Indian River Drive, the Community Center and Fitness Center. Phase 2 services included redesign of the Entrances including AutoTurn analysis for Tractor Trailers and Fire/ Emergency vehicle access, regrading plans for the Pickelball Court and Parking Area and the redesign for rerouting of the East Sanitary Sewer Services. The Indian River Drive phase, within the Town of Ocean Breeze, is maintained by Martin County. CAPTEC suggested adding traffic calming features to the roadway along with a stormwater treatment train retrofit due to its adjacent proximity to the Indian River. CAPTEC secured four different grants to build this project. The roadway, traffic calming, sidewalks, curbing, seawalls and stormwater treatment train improvements are completed and have been built on-time and within budget. Project dates: June 2014 to August 2018</p>
Construction Cost	<p>\$6 Million Consultant Fee: \$1,000,000.00</p> 

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Client	Indian Trail Improvement District (ITID)	
Contact Name	Jay Foy, PE, District Engineer	
Address	13476 61 st Street North, West Palm Beach, FL 33412	
Phone Number	561-242-0109	email: jfoystormj@gmail.com
Nature of Work	<p>Indian Trail improvement District Traffic Calming, West Palm Beach, FL: Performed a traffic calming study within the M-1 and M-2 Drainage Basin and reviewed conceptual traffic calming measures at intersection locations within the district boundaries. There are 71 intersections included in this area. Reviewed the most recent traffic accident data available (within past 5 years) on these intersections and performed a visual field review and obtained photo documentation of the existing conditions. Based on the findings, prepared a traffic calming plan and draft report with conceptual traffic calming and/or safety improvements in the vicinity of these intersections. CAPTEC utilized the Traffic Counters/ Velocity equipment to measure traffic volume/ speed of roadways and to monitor traffic calming improvements for the effectiveness. These improvements included mid-block island / speed tables, roundabouts and raised median approaches at intersections with pavement marking enhancement. Attended public meetings to obtain feedback for the development of the final traffic calming plan. Currently working with ITID and Palm Beach County to obtain FDOT / Federal Grants to pay for these improvements unique to rural communities. Project dates: April 2014 to Present</p>	
Construction Cost	\$ 1,250,000.00	Consultant Fee: \$190,000.00
Client	City of Stuart	
Contact Name	Sam Amerson, PE, Past City Engineer Tim Voelker, PE Current City Engineer	
Address	121 SW Flagler Avenue, Stuart, FL 34994	
Phone Number	772-288-5332	email: tvoelker@ci.stuart.fl.us
Nature of Work	<p>City of Stuart Riverwalk Boardwalk Extension, Stuart, FL: Prepared the design, permitting, bidding assistance and construction engineering inspection services of a 10-foot wide, 450 linear foot boardwalk extension, located approximately 15 feet off the adjacent seawall running along the shoreline, between St. Lucie Avenue and Colorado Avenue. FDEP and ACOE permits were obtained. CAPTEC assisted the City of Stuart in securing a "FIND" grant. Mr. Capra and Mr. Tourjee, both former employees of Keith & Schnars and are currently employed at CAPTEC, have completed the majority of the boardwalk and seawalls for the City of Stuart along the Downtown Riverwalk. This work included FDEP / ACOE standard boardwalk permitting and also included FDOT and FEC railroad permits for the Riverwalk. Project dates: Feb. 2014 - Dec. 2015</p>	
Total Project Cost	\$1 Million	Consultant Fee: \$112,660.00

301 NW Flagler Avenue, Stuart, FL 34994 * 772.692.4344 phone * 772.692.4341 fax

	
Client	Town of Sewall's Point
Contact Name	Pamela Walker, Town Manager
Address	1 S. Sewall's Point Road, Stuart, FL 34996
Phone Number	772-287-2455 ext. 12 email: pwalker@sewallspoint.org
Nature of Work	<p><u>Town of Sewall's Point Stormwater and Roadway Improvements – Mandalay/ Marguerita; FEMA – Hurricane Debris Services, Stuart, FL:</u></p> <p>The Mandalay/ Marguerita project includes construction of a three-part BMP treatment train that includes: 1) an exfiltration/underground storage component that will collect sheet flowing rainwater from the Mandalay and Marguerita neighborhoods; 2) two outfall baffle boxes that will receive any excess rainwater that does not percolate into the groundwater table; and 3) a stormwater diversion from the baffle boxes to a vegetated wet retention area/stormwater treatment area along South Sewall's Point Road adjacent to the Mandalay and Marguerita subdivisions. The wet vegetated retention area will provide 3.20 ac-ft. of retention storage plus sediment removal prior to discharge. This stormwater system will provide water quality treatment for the sheet flowing rainwater that has historically collected on the roadways causing nuisance to severe flooding during major storms.</p> <p>The Town has no public works or engineering staff, therefore, relies on CAPTEC to fill those roles. During the preparation for impending storms, members of CAPTEC staff participated in staff preparation meetings and assisted with inspections of town facilities, preparation for onslaught and essentially served as adjunct to staff. Additional pre-storm activities include: emergency contractors notified, front-end loader staging at Town Hall and landfill. Post-storm activities include, initial public safety clearance north/south, infrastructure inspections of bridges/ roads/ pipes/ inlets/seawalls/parks/signs, debris removal monitoring.</p> <p>Project Dates: 1996 to Present (Joseph Capra, PE, has been the Town Engineer)</p>
Construction Cost	\$ 2.2 Million (current) Consultant Fee: \$200,000.00

301 NW Flagler Avenue, Stuart, FL 34994 * 772.692.4344 phone * 772.692.4341 fax



TAB 3: PROJECTED WORKLOAD

CAPTEC Engineering, Inc. typically provides municipal Cities and Counties with engineering services. We recognize the need to maintain professional engineering talent with expertise in Roadway/ Storm water/ Water/ Sewer/ Drainage/ Planning and Design Services. Our firm also recognizes when we need to utilize the most experienced Sub-Consultants with consistent performance to meet our Clients needs.

CAPTEC is conscious of future work projections and prepares them on a regular basis. At CAPTEC we have always hired staff to serve Client needs with additional back-up individuals who help to meet emergency deadlines as they develop. We currently have more than enough staff to complete our current and projected workloads. Our reputation over the past 22 years of business has been to meet or exceed our Clients' requirements for on-time and under-budget projects.

CAPTEC's current workload includes:

City of Port St. Lucie Public Works: Currently we are providing construction engineering inspection services for the Oakridge Drive Sidewalk project.

City of Port St. Lucie Utility Systems Dept.: McCarty Ranch and Southport Backbone 24" Force Main projects are in the design phase.

City of Stuart: All design projects are now complete except we are in the negotiation stage for Architectural Engineering & Hydrogeological Services for the Landfill site.

Martin County Utilities: All design projects are complete.

Martin County Engineering Dept: CAPTEC has several stormwater/ neighborhood drainage and parking lot expansion projects and the Mapp Road Town Center Design project that are in different design phases.

St. Lucie County Public Works: Christensen Road Culvert Replacement design and permitting is complete, and St. Lucie County Permitting and Telecommunications Registration projects are in the permitting phase.

Town of Sewall's Point: CAPTEC has on-going projects relative to storm water and roadway maintenance.

The Following is a rough estimate of the **availability** for various staff:

Employee	4th Qtr 2018	1st Qtr 2019	2nd Qtr 2019	3rd Qtr 2019	4th Qtr 2019	1st Qtr 2020	2nd Qtr 2020
Joseph W. Capra, PE	20%	20%	20%	20%	20%	20%	20%
Harold Tourjee	50%	75%	75%	75%	75%	75%	75%
Teri Andre, PE	35%	50%	50%	50%	50%	50%	50%
Dylan O'Berry, EI	40%	50%	70%	75%	75%	75%	75%
TJ Shaw, EI	40%	50%	75%	75%	75%	75%	75%
Gina Colonna	50%	75%	75%	75%	75%	75%	75%



TAB 4: FAMILIARITY

CAPTEC personnel has been involved with Martin County infrastructure improvements since 1985. Within the Village of Indiantown, CAPTEC has completed drainage studies on the Rowland and Indiantown East West Canals, completed the subdivision infrastructure improvements and obtained the grant funding for the Carter Park Improvements, CAPTEC completed the preliminary design/ cost estimates for the Indian Town DRI to help set up the CDD. CAPTEC has completed numerous site improvements in Indiantown including the McDonalds, Dollar General store and the Catholic church. CAPTEC has assisted ITS on several utility relocations. The principle of CAPTEC – Joseph W. Capra P.E. was a former Board Member on the Indiantown Chamber of Commerce. CAPTEC is currently a member of the Indiantown Chamber of Commerce.

CAPTEC has provided similar engineering services that the Village of Indiantown may encounter. First, CAPTEC and its President, Joseph W. Capra, P.E., has provided development review services for the City of Stuart since 1997 and the Town of Sewall's Point since 1988. CAPTEC has completed many Municipal infrastructure improvements throughout the Treasure Coast such as; designing the City of Stuart's original Osceola Street's parking improvements, assisted in the Downtown Stuart's revitalization, completed numerous infrastructure improvements to local neighborhoods, such as the Frazier Addition, Frazier Crescent, Eldorado and Woodland Park Subdivision improvements. CAPTEC has completed the sanitary sewer and water main extensions as well as the IQ Main design and construction through East Stuart, across the City; from Dixie Highway to US 1 and to Willoughby Boulevard. We have completed many of these same services for SMRU and Martin County Utilities. CAPTEC personnel has completed the design and permitting for the Downtown Stuart Boardwalks. Also, CAPTEC staff permitted the boat ramps at the Timer Powers Park.

In the past 5-10 years, **CAPTEC** has successfully completed the Colorado Avenue improvements, the Kindred Street signal removal, the Shepard Park Seawall and Walkway, the 2nd Street to Colorado Avenue Boardwalk, and the Kindred Street / Johnson Avenue roadway, parking, and sidewalk LAP improvement project. CAPTEC has completed the Amerigo Avenue and Martin Health System's improvements at the Martin Memorial north facility within the City of Stuart. CAPTEC designed the LAP project for the East Ocean Boulevard Traffic Calming feature adjacent to Memorial Park.

Throughout Martin County, **CAPTEC** has completed the Citrus Blvd improvements from Martin County into Port St. Lucie. We have completed the Green River Parkway improvements, the McArthur Blvd. improvements, numerous signal and roundabouts in the Community. Our staff designed the Martin Grade roadway improvements and the reconstruction of the Barber Swamp Boardwalk for FPL.

CAPTEC has completed Hydrologic/ Hydraulic studies for 75% of the Outfall Basin's within Martin County. Many of these studies included Final Retrofit Improvement Plans with Grant Funding Acquisition and Implementation.

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CAPTEC recognizes that the St. Lucie River is extremely important to the Community's economy, quality of life, health and welfare. Our staff is actively involved in the SFWMD and ACOE issues with the Lake Okeechobee discharges. CAPTEC has completed numerous Basin analyses throughout the Treasure Coast to minimize discharges to the St. Lucie Estuary and the Indian River Lagoon.

CAPTEC recently set up the development review standards for the St Lucie County Micro Telecommunication permitting where we set up the application/ licensing procedures. We also set up a company to provide a digital program to complete and monitor the review process. St Lucie County will use these programs for all their permitting reviews.

CAPTEC is familiar with the Village of Indiantown drainage conditions, soil conditions, and utilities. CAPTEC has followed the SR 710 redevelopment wishes of the community. The CAPTEC staff is experienced and ready to begin working for the Village of Indiantown.



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TAB 5: FINANCIAL ASSESSMENT

CAPTEC Engineering, Inc. has always approached projects with the plan to provide the most cost effective solution to the problem and recommends improvements with cost as a major factor. First, working for many Municipalities, we realize that we are utilizing Public Funds for projects and their use must be fully vested and respected. CAPTEC's financial decision making and judgment is superior because of the vast experience of our staff having worked throughout the Treasure Coast / Martin County and within the Village of Indiantown on major infrastructure projects, since the 1980's.

At CAPTEC, we start a project, listening to the Village Staff and understanding the Apparent Village Budget. This happens by attending the Village of Indiantown Meetings and hearing what direction the Village Staff get from their Board.

In preparing the CAPTEC fee budget, we list the tasks and itemize our expected costs. In most Municipalities, this information is shared with the staff and then we can confirm CAPTEC truly understands the Scope of Services. In the Development of Study Budgets verses Final Plan Preparation Budgets, the Village will find that CAPTEC has a significant amount of experience, to allow the Village the option to provide a Scope of Service that fits their Budget.

As an example, the Village may want to complete a study to improve upon the Village's Stormwater Management program. The Scope of this work can address the major tributaries within the Village that affects the Houses/ Businesses and Roadways. This is the first step and a regional model would show how and why there may be flooding and the solution. Our first step in the study process is to research and find existing information. CAPTEC already has Basin models on 2 of the major Village tributaries. There are also existing SFWMD permits that should be reviewed. The stormwater models would need to be updated, but with proper research and knowledge of problem areas, solutions can be provided in short order and on a limited budget. The process after research will still require analysis/ modeling/ conceptual designing/ cost estimating. Also, a report would be provided and public meetings would be held through this process.

However, if the Residents want to address localized flooding in their neighborhoods; this will require more localized inspection and surveying. Sometimes we can use existing surveys and Lidar data but the more specific work will be needed. If the problems are in several areas we could determine the severity of the problems and rank the projects before we spend allot of final design time.

It appears that the Village of Indiantown will want to be conservative with their initial engineering expenses and create CIP's and then resolve as finding becomes available.

CAPTEC works for many small Municipalities and cash flow is always a consideration in our planning. CAPTEC is very aggressive in pursuing grants to assist and leverage Village funds.

Once CAPTEC has a Contract, we will then prepare a conceptual plan to determine a cost estimate. CAPTEC is regularly bidding projects on the Treasure Coast and has current bid results that we utilize to provide the most recent cost. Current challenges in the Construction Cost Estimating have been due to a lack of Contractors with adequate staff. Therefore, recent projects have had limited bidders and the prices have escalated by over 20% in the past 5 years.

CAPTEC's Project Coordinator staff has also been aggressively pursuing bidders from around the Treasure Coast to attempt to get multiple bidders on projects.

CAPTEC will then review the cost estimates with the Village Staff to confirm what they want and can afford for the projects. Our spread sheets are prepared in Task Order whereby quantities and costs can be interchanged to determine the most efficient cost for the project. CAPTEC also will utilize its Construction staff to help Value Engineer projects during this phase of work, to give the Village options on the type of material and/or methods of construction.



On most Village projects, CAPTEC and Village Staff will have a Stakeholder meeting with Residents/ Business Owners to review the project. During these meetings, there may be comments provided by the attendees on adding project improvements. Again, CAPTEC will remind the Attendees that the project has a budget and there will need to be a follow-up meeting to discuss the additional work. From this meeting, CAPTEC will complete a conceptual sketch and digital cost estimate.

Again, as a result of this meeting, the Village Staff and CAPTEC can discuss the additional cost and consider phasing the project or look into Grant opportunities. Sometimes the Cost cannot be escalated and we determine a priority of specific items and present the program to the Stakeholders, making sure it fits into the Village Budget.

CAPTEC prepares final Design/ Permitting and Bidding Services with; constant Price updates, Quality Control reviews, Constructability reviews and Value Engineering to make sure the project is completed within Budget and on-Time. CAPTEC prefers staying involved with our projects from the design through post design phases to confirm projects meet the Project budgets. CAPTEC reviews all bid Tabulations to see how a project has been bid and compare what is the true cost of a Project. CAPTEC believes meetings with Contractors prior to signing a Contract is an important part of successful projects. This meeting will confirm that the Contractor knows, what will be expected on a project. Keeping "Cost in Check" during the construction phase is also very important and CAPTEC sometimes utilizes Shop Drawing Reviews and Regular Inspections on projects to help Value Engineer a project during the Construction Phase. All of these reviews and adjustments are completed with the Village Staff involvement.



TAB 6: INSURANCE



CAPTENG-01

KNGUYEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2018

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

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

PRODUCER R V Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart, FL 34996	CONTACT NAME: Katherine Nguyen - Ext. 206		
	PHONE (A/C, No, Ext): (772) 287-3366	FAX (A/C, No): (772) 287-4255	
	E-MAIL ADDRESS: knguyen@rvjohnson.com		
INSURED Captec Engineering Inc 301 NW Flagler Avenue Stuart, FL 34994	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Argonaut Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			121AE000003400	12/19/2017	12/19/2018	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$	
	<input checked="" type="checkbox"/> Professional Liab		MED EXP (Any one person)				\$	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PERSONAL & ADV INJURY				\$	
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE	\$ 2,000,000
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						PRODUCTS - COMP/OP AGG	\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REI #02-2018 Professional Engineering Services

CERTIFICATE HOLDER

CANCELLATION

Village of Indiantown Village Offices
16550 SW Warfield Blvd.
Indiantown, FL 34956

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2018

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

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

PRODUCER Tequesta Insurance Advisors, a Marsh & McLennan Agency 218 S US Hwy 1, Ste 300 Tequesta FL 33469	CONTACT NAME: James Gandour PHONE (A/C, No, Ext): (561) 746-4546 E-MAIL ADDRESS: jgandour@MMA-FL.com FAX (A/C, No): (561) 746-9599																					
INSURED Captec Engineering, Inc. 301 NW Flagler Avenue Suite 101 Stuart FL 34994	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Transportation Insurance Co.</td><td>20494</td></tr><tr><td>INSURER B:</td><td>Continental Casualty Co.</td><td>20443</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Transportation Insurance Co.	20494	INSURER B:	Continental Casualty Co.	20443	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Transportation Insurance Co.	20494																				
INSURER B:	Continental Casualty Co.	20443																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 18 GL**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			2071695956	02/28/2018	02/28/2019	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY			2071695956	02/28/2018	02/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			6020199220	02/28/2018	02/28/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Village of Indiantown shall be listed as additionally insured for General Liability as required in written contract for the Professional Engineering Services (except for professional liability and workers comp insurance).

CERTIFICATE HOLDER**CANCELLATION**

Village of Indiantown
Village Offices
16550 SW Warfield Blvd.
Indiantown FL 34956

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE
&
BLANKET WAIVER OF SUBROGATION
Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS**

- A. WHO IS AN INSURED (Section C.)** of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS – "Insured Contract" (Section F.9.)** within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
 5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.
- C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2.)** of the Businessowners Liability Coverage Form is amended to add the following:
- An additional insured under this endorsement will as soon as practicable:
1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

50020005620716959565585



2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. OTHER INSURANCE (Section H. 2. & 3.) of the Businessowners Common Policy Conditions are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.
3. When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured

against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2.) of the Businessowners Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/23/2018

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 PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620	CONTACT NAME: Paychex Insurance Agency Inc	FAX (A/C, No): 585-389-7426	
	PHONE (A/C, No. EXT): 877-266-6850	E-MAIL ADDRESS: Certs@paychex.com	
SURED Paychex Business Solutions LLC CAPTEC ENGINEERING INC 911 PANORAMA TRAIL SOUTH ROCHESTER, NY 14625-0397	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ILLINOIS NATIONAL INSURANCE COMPANY		23817
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

OVERAGES	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.		

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	039713730	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000.00
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.00
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Worker's Compensation coverage is provided to only those employees leased to, but not subcontractors of the named insured.

CERTIFICATE HOLDER Village of Indiantown Village Offices 16550 SW Warfield Blvd. Indiantown, FL 34956	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, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Maur P Strole



TAB 7: SUBMITTAL FORMS & REQUESTED INFORMATION

CAPTEC Engineering, Inc. consistently upgrades equipment throughout the office to ensure staff can maintain the highest rate of production at the highest level of quality. All our design staff including our Project Engineers are regularly trained and extremely proficient in using AutoCAD Civil 3D, for our design needs. Our storm water experts utilize ICPR Version 4 for storm water modeling and ASAD for pipe and inlet sizing. Using the latest versions of software offered to us increases our consistency, improves production rates, and reduces the risk of making costly mistakes. The 3D modeling features, allow us to develop more accurate earthwork quantities, to easily identify underground conflicts, and to visualize the tie-in locations between existing and proposed features. CAPTEC utilizes their own spreadsheets with manufacturer pump curves to design sanitary sewer lift stations and storm water pump stations.

The CAPTEC team is always improving on all productivity and increasing their knowledge in the variety of Civil Engineering projects. We recognize that working for municipalities requires accuracy, constant documentation, planning, and public participation to complete projects in the most efficient manner. We utilize the Ajera accrual cost accounting software system for maintaining time management tracking and costs for each project.

Quality Records: CAPTEC will maintain appropriate records of the quality assurance actions performed, (including subcontractors and vendors), in providing services and products under this Contract. All records will indicate the nature and number of observations made, the number and type of deficiencies found, and corrective actions taken. These records shall be available to the Village of Indiantown upon request, during the contract term. All records will be kept at CAPTEC will be subject to audit review.

CAPTEC performs Quality Control checks on all documents before releasing to our Clients. These checks are performed on all Contract Plans, Reports, Permits and Bid Documents.

The following attachments include our Ajera Accounting System Project Snapshot Detail, a Project Status Report, Timesheet tracking, Florida Licenses, QC manual cover, IRS W-9 form and Inspection forms.

Weekly Production Schedule

CAPTEC Engineering, Inc.					Action Items Week of June 4, 2018	
Project / Task #	Project Name	Task	Due Date	Staff		
1444.1	The Palms at Hobe Sound (Greenland Palms)	Clearing Crews completed work - no activity start in July		Gary		
1456.3	Veterans Memorial Park	Report sent to Tracy - final due at the end of June. All equipment and materials removed from Veterans. Advised Client of need to clean out pipes into pond	TMDL and 319 Draft Report due May 1 and Final due on June 28th	Harold/Gary		
1514.1	Loggerhead Subdivision	Perimeter Berm corrected. Need Asbuilts corrected. Poured slab. Erosion needs to be corrected		Gary		
1514.4	Driftwood Cay, Cove Road Parcel	06/06/18: Post Approval Documents submitted to Ella waiting for Pre-Construction Meeting to be scheduled (will need to change plans to AFC Plans)		Gary		
1522.025.1	Traffic Calming Pilot Program	Responded to Station 26 Concerns regarding speed hump.		Gary / Dylan		
1543	Ocean Breeze Jensen Beach - Park Redevelopment	Development: - Gary clarifying Phase 1 certifications for Gary Timmons (Bond Issue) - Tentative Construction Schedule: Sewer Phase 2B Water Phase 2B Force Main Phase 2B Sewer Phase 2A Drainage 2A - Contractor completed Drainage on Phase 2B (need density reports and as-builts).		Gary		
1543.1	Ocean Breeze Jensen Beach - Park Redevelopment Phase II	Eddie Huggins working on Roadway Phase 2A Waterfront Paving - Confirm Plans for Gary Timmons (requested 05/30/18) need more survey info for waterfront area prior to paving 06/04/18: 9am to 11am Water Pressure Test 06/12/18: 9am to 11am Tie-In and Pig Placement 06/13/18: 9am to 11am Piggging	June 4, 2018 form 9am to 11 am - Water Pressure Test	Gary		
1580.13.1	Shepard Park	CEI ongoing - forming and pouring concrete cap and sidewalk.		Gary		
1626.4	Loblolly Fitness Center Expansion	Construction - FDEP Permits Issued - SFWMD Mod Issued - MC Excavation and Fill Permit Issued - resolved issue on Man Hole cover - Water Pressure Test 10:00 am, June 5, 2018 - Bacteriological Testing scheduled for June 11 / June 12 - Resubmit Sewer Plans to Monica Shaner		Steve		
1652	Dunkin Donuts/Mobil - Palm City	- silt fence reinspection, followed up 6/6 - check for placing CAPTEC sign on property, agreed, fwd to Gary - provide location for sign. Contractor installed silt fence		Harold		
1662	Kanner 5601 (Remediation)	Needs to stabilize dewatering berms, use water truck daily, stop work by 4. Need to see if MC can extend working hours on extended Permit. Discussed placement of sorted material in bottom of lake. No discharge this week. - Pay App 10 submitted	Progress Meeting 10am, June 4, 2018	Gary		
1668	The Tech Center (Dutcher site)	on-going - Contractor to receive design changes for building. New completion date of August 2018		Gary		
1674.4	CPSL Oakridge Sidewalk CEI / GEO	Bids Due 05/21/18 10:00 am, June 19, 2018 Pre-Con		Gary		

General Recent Activity – 30 days

GRANTS / INDIAN RIVER DRIVE CONSTRUCTION

06/29/17: Pre-Con Meeting
 10/18/17: Aziz Site Visit
 02/02/18: Joe to call Rob Morris regarding down guy pole wire in sidewalk; address raising of inlets coming out of Phase 1 – Rhett to speak to Gary Timmons
 02/23/18: Submitted Final Draft QAPP to Aziz for Approval
 02/26/18: Aziz approved Draft QAPP; asked for Final QAPP signed; Karen began routing for signatures
 02/27/18: Amy submitted LPG close out documents to Kathy LaMartina
 02/28/18: Kathy needs a revised table from Amy
 03/01/18: Final QAPP accepted by Aziz
 03/16/18: Received copy of CO 3 (Unsigned by Terry)
 04/09/18: Gave Draft LPA Final Report to Gary for review
 04/16/18: Amy Adams submitted LPA Final Report to Kathy LaMartina; Emailed Marilyn Gavitt a coordination request email (check documents)
 04/20/18: Logan scheduling Substantial Completion Walkthrough on 04/26/18 at 9:00 am
 04/26/18: Substantial Completion Walkthrough 9:00 am
 06/01/18: Amy will request Change Order; Erosion problem being reviewed by AACE
 06/13/18: Joe emailed Logan and Mike Dexter new plans for bioswale erosion; coordination with Amy on how much money is leftover
 06/22/18: Justin to take picture with drone of bioswale

CONSTRUCTION STATUS:

Waiting for plants and miscellaneous punchlist items

Action Items

GRANTS:

LICENSE PLATE GRANT (\$66,171.00)

Original Contract Executed: 08/12/14
 Amendment 1 Executed: 03/03/15
 Extended Expiration: 01/11/16
 Amendment 2 Executed: 09/09/15
 Extended Expiration: 09/30/16
 Amendment 3 Executed: 08/08/16
 Extended Expiration: 09/30/17
 Amendment 4 Executed: 10/04/17
 Extended Expiration: 03/31/18

DEP AGREEMENT NO. NS012

Line Item 1662A of the FY15-16 General Appropriations Act (\$150,000.00)
 Line Item 1641 of the FY15-16 General Appropriations Act (TMDL) (\$315,000.00)
 Additional TMDL:
 IRLC \$90,000.00
 Additional TMDL \$150,000.00
 Agreement NS012 Executed 01/04/17;
 Amendment 1 Executed 12/20/17
 Aziz - FDEP (850) 245-2950

DEADLINES:

Completed:

TASK 1: Design and Permitting (N/A)
 TASK 2: Bidding and Contractor Selection
 2017-0922 Resubmitted Tasks 1 and 2 to Aziz
 TASK 5A / 5B – QAPP

Outstanding:

TASK 3: Project Management 04/30/19
 TASK 4: Construction of Project Final Deliverables 03/31/18
 TASK 6: Monitoring 04/30/19
 TASK 7A: Public Education Draft Materials 11/30/18
 TASK 7B: Public Education Final Materials 12/31/18
 TASK 8A: Final Report (Draft) 04/30/19
 TASK 8B: Final Report (Final) 05/31/19

LICENSE PLATE GRANT - COMPLETE:

TASK 1: Design and Permitting - Completed
 TASK 2: Construction Bid Documents (includes Bid Specifications, Bid Results, Contract Award) - Completed
 TASK 3: Construction of Improvements (Exfiltration) - Completed
 TASK 4: Project Closeout Documents due 03/31/18; Amy submitted 02/27/18



Timesheet

CAPTEC Engineering Inc

Thomas J. Shaw Timesheet date: 5/12/2018 Target percent billable 95.00% Timesheet percent billable 92.50%												
Project	Phase	Activity	Employee Type	Sun-06	Mon-07	Tue-08	Wed-09	Thu-10	Fri-11	Sat-12	Total	
Ocean Breeze Resort Jensen Beach - Phase II 1543.1	Task 6: Design of East Sewer & Water Services-NW Sewer/WMM Design & Permitting	CADD work	Project Design Engineer / EI		5.00						5.00	
City of PSL - Sagamore Basin STA's 1682.3	Task 3: Permitting Services	Pre-Application Meeting	Project Design Engineer / EI			1.00						1.00
Haney Creek Watershed Restoration Project - Gibson Property 1477.35	Task 3: Permitting Services	Design	Project Design Engineer / EI				3.00		2.00		5.00	
City of PSL - McCarty Ranch Water Impoundment Improvements 1682.2	Task 9A: Construction Plan Preparation 100% & Bid Revisions (Revised Piping)	Design	Project Design Engineer / EI		2.00	3.00	2.00	2.00	5.00		14.00	
LTC Ranch Development of Regional Impact - Due Diligence 1731	Task 1A: Preliminary Engineering Services	Meeting Minutes	Project Design Engineer / EI						1.00			1.00
Haney Creek Watershed Restoration Project - Gibson Property 1477.35	Task 4: Bidding / AFC Plans	Final Review	Project Design Engineer / EI			1.00	1.00				2.00	
Martin County Cypress Creek Weir Improvements 1477.7.1	Reimbursables	Bid coordination	Project Design Engineer / EI				2.00				2.00	
City of PSL - Sagamore Basin STA's 1682.3	Task 3: Permitting Services	CADD work	Project Design Engineer / EI					3.00			3.00	
Fernlea Nursery - 200+ Acre Site Development, Martin County, FL 1718	Task 2: Final Engineering Design	Plan review	Project Design Engineer / EI			2.00	1.00	1.00			4.00	
Direct Total				0.00	7.00	7.00	9.00	6.00	8.00	0.00	37.00	
Overhead												
* Continuing Education/Training					1.00	1.00		1.00			3.00	
General Office												
Overhead Total				0.00	1.00	1.00	0.00	1.00	0.00	0.00	3.00	
Regular Total				0.00	8.00	8.00	9.00	7.00	8.00	0.00	40.00	
Timesheet Total				0.00	8.00	8.00	9.00	7.00	8.00	0.00	40.00	

Timesheet

CAPTEC Engineering Inc



Employee Signature	Date	Name	Date
		Thomas J. Shaw	5/14/2018
Supervisor Signature	Date	Employee submitted	
		Supervisor approved	
		Accounting approved	

*Notes			
Thomas J. Shaw Timesheet date: 5/12/2018			
Overhead			
Continuing Education/Training			
5/10/2018	1.00	Regular	Employee Note: Septic to Sewer Meeting

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CAPTEC ENGINEERING, INC.
BASE FIELD INSPECTION REPORT

PROJECT:	DATE:
INSPECTOR:	STREET:
TYPE OF BASE MATERIAL:	WIDTH OF PAVEMENT:
BASE CORING DEPTH:	TEMPLATE:

[illegible]

CAPTEC ENGINEERING, INC. SUB-BASE FIELD INSPECTION REPORT
--

DATE: _____

STREET:

WIDTH OF PAVEMENT: _____

SUB-BASE CORING DEPTH:

[illegible]



301 NW Flagler Avenue, Stuart, FL 34994
(772) 692-4344 * (772) 692-4341 fax * gocaptec.com

GRAVITY SEWER INFILL / EXFILTRATION TEST REPORT

PROJECT NAME / NUMBER	DATE:

Allowable Leakage Formula:

$50 / 24 \times \text{*per inch diameter} / 5280 = \text{_____}$ (constant)

* per inch diameter of the structure

Constant X Structure Depth (in feet) = Allowable per hour X 2 = Total Allowable

Structures Tested	Structure Diameter	Structure Depth	Allowable Per Hour	Test Allowable

$50 / 24 \times \text{*per inch diameter} / 5280 = \text{_____}$ (constant)

* per inch of main diameter

Constant X Main Length (in feet) = Allowable per hour X 2 = Total Allowable

Mains Tested	Main Diameter	Main Length	Allowable Per Hour	Test Allowable

$50 / 24 \times \text{*per inch diameter} / 5280 = \text{_____}$ (constant)

* per inch of diameter of services by size

Constant X Service length (in feet) = Allowable per hour X 2 = Total Allowable

Services Tested	Service Diameter	Service Length	Allowable Per Hour	Test Allowable

Total Test Allowable: _____

Start Time: _____

Actual Leakage: _____

End Time: _____

☐ Passed ☐ Failed ☐ Exfiltration ☐ Infiltration

Field Reprehensive: _____



301 NW Flagler Avenue, Stuart, Florida 34994
(772) 692-4344 * Fax: (772) 692-4341 * e-mail: captecinfo.com

LIFT STATION START-UP WORKSHEET

PROJECT NAME / NUMBER	DATE:

A = The measurement from the top of the water to the rim of the station after ending the draw down test.
 B = The measurement from the top of the water to the rim of the station before starting the draw down test.
 C = The measurement from the rim of the station to the center of the pressure gauge.
 D = The diameter of the station.
 PSI = Reading of the pressure gauge.

Formula: 1. $(A \text{ ft} - B \text{ ft}) \times (D \text{ ft} \times D \text{ ft}) \times 7.481 \times 0.7854 = \text{Volume Displaced in gallons.}$
 2. $A \text{ ft} - C \text{ ft} = \text{Total Static Lift (TSL).}$
 3. $\text{PSI} \times 2.31 = \text{Dynamic Head Pressure (DHP).}$
 4. $\text{TSL} + \text{DHP} = \text{Total Dynamic Head Pressure (TDHP).}$

Pump #1

A = _____ inches _____ feet
 B = _____ inches _____ feet
 C = _____ inches _____ feet
 D = _____ inches _____ feet
 PSI = _____

Pump #2

A = _____ inches _____ feet
 B = _____ inches _____ feet
 C = _____ inches _____ feet
 D = _____ inches _____ feet
 PSI = _____

Pump #1

1. $\left(\frac{\text{_____}}{(A \text{ ft})} - \frac{\text{_____}}{(B \text{ ft})} \right) \times \left(\frac{\text{_____}}{(D \text{ ft})} \times \frac{\text{_____}}{(D \text{ ft})} \right)$
 $\frac{\text{_____}}{(A-B \text{ ft})} \times \frac{\text{_____}}{(D \times D \text{ ft})} \times 7.481 \times 0.7854 = \text{_____ Volume Displaced}$
2. $\frac{\text{_____}}{(A \text{ ft})} -/+ \frac{\text{_____}}{(C \text{ ft})} = \text{_____ Total Static Lift (A-C if pressure gauge is below rim, A+C if above)}$
3. $\frac{\text{_____}}{(\text{PSI})} \times 2.31 = \text{_____ Dynamic Head Pressure}$
4. $\frac{\text{_____}}{(\text{TSL})} + \frac{\text{_____}}{(\text{DHP})} = \text{_____ Total Dynamic Head Pressure}$

Pump #2

1. $\left(\frac{\text{_____}}{(A \text{ ft})} - \frac{\text{_____}}{(B \text{ ft})} \right) \times \left(\frac{\text{_____}}{(D \text{ ft})} \times \frac{\text{_____}}{(D \text{ ft})} \right)$
 $\frac{\text{_____}}{(A-B \text{ ft})} \times \frac{\text{_____}}{(D \times D \text{ ft})} \times 7.481 \times 0.7854 = \text{_____ Volume Displaced}$
2. $\frac{\text{_____}}{(A \text{ ft})} -/+ \frac{\text{_____}}{(C \text{ ft})} = \text{_____ Total Static Lift (A-C if pressure gauge is below rim, A+C if above)}$
3. $\frac{\text{_____}}{(\text{PSI})} \times 2.31 = \text{_____ Dynamic Head Pressure}$
4. $\frac{\text{_____}}{(\text{TSL})} + \frac{\text{_____}}{(\text{DHP})} = \text{_____ Total Dynamic Head Pressure}$

Field Representative _____



301 N.W. Flagler Avenue, Stuart, Florida 34994
 (772) 692-4344 * Fax: (772) 692-4341 * E-mail: captec1@gocaptec.com

PRESSURE TEST REPORT

Date:	Project:	Project No:	Contractor:
Martin County Util	Engineer of Record	Captec Engineering, Inc.	Inspector:

Allowable Leakage Formula: $L = \frac{N \times D \sqrt{P}}{7400}$

N = No. of Joints (each)	D = Pipe Diameter (Inches)	P = Sq. Root Test Pressure PSI	Allowable Leakage (1 Hour)	Allowable Leakage (2 Hours)

Total Allowable Leakage

Actual Leakage

Location / Limits of Test: _____

☐ Water ☐ Sewer ☐ Pass ☐ Fail

Start Time: _____ End Time: _____

Contractor _____

Engineer _____ Utility _____



301 N.W. Flagler Avenue, Stuart, Florida 34994
 (772) 692-4344 * Fax: (772) 692-4341 * E-mail: captec1@gocaptec.com

PRESSURE TEST REPORT

Date:	Project:	Project No:	Contractor:
Engineer of Record: Captec Engineering, Inc.		Inspector:	

Allowable Leakage Formula: $L = \frac{S \times D \times \sqrt{P}}{148,000}$

S = Length Pipe (Feet)	D = Pipe Diameter (Inches)	P = Sq. Root Test Pressure PSI	Allowable Leakage (1 Hour)	Allowable Leakage (2 Hours)

<p>Total Allowable Leakage</p> <p>Actual Leakage</p>	

Location / Limits of Test: _____

☐ Water
 ☐ Sewer
 ☐ Pass
 ☐ Fail

Start Time: _____ End Time: _____

Contractor _____

Engineer _____

Utility _____

State of Florida

Department of State

I certify from the records of this office that CAPTEC ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on November 27, 1996.

The document number of this corporation is P96000097677.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 2, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Second day of January, 2018*



Ken Reifner
Secretary of State

Tracking Number: CC8733634523

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Florida Board of Professional Engineers
2639 North Monroe Street, Suite B-112
Tallahassee, FL 32303-5268

CAPTEC Engineering, Inc.
301 NW FLAGLER AVE.
STUART, FL 34994

Each licensee is solely responsible for notifying the Florida Board of Professional Engineers in writing the licensee's current address.

Name changes require legal documentation showing name change. An original, a certified copy, or a duplicate of an original or certified copy of a document which shows the legal name change will be accepted unless there is a question about the authenticity of the document raised on its face, or because the genuineness of the document is uncertain, or because of another matter related to the application.

At least 90 days prior to the expiration date shown on this license, a notice of renewal will be sent to your last known address. If you have not yet received your notice 60 days prior to the expiration date, please call (850) 521-0500, or write, Florida Board of Professional Engineers, 2639 North Monroe Street, Suite B-112, Tallahassee, FL 32303-5268 or e-mail: board@fbpe.org. Our website address is <http://www.fbpe.org>.

State of Florida

Board of Professional Engineers

Attests that
CAPTEC Engineering, Inc.



Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201902629 R

CA Lic. No:

7657

MARTIN COUNTY
BUSINESS TAX RECEIPT ORIGINAL

Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Account 1997-112-0001 Cert EB0007657
Phone (772)692-4344 Sic No 541330
Location 950 E PARKWAY DR MAR



Prev Yr	\$.00	Lic Fee	\$26.25
	\$.00	Penalty	\$.00
	\$.00	Coll-Fee	\$.00
	\$.00	Transfer	\$.00

TOTAL \$26.25

Has satisfied requirements to engage in the business, profession
or occupation of CIVIL ENGINEERING
at location listed for the period beginning on the
25 Day of JULY

CAPRA, JOSEPH
CAPTEC ENGINEERING, INC.
301 NW FLAGLER AVENUE
STUART, FL 34994

AND ENDING SEPTEMBER 30 2019

11 2017 54015.0001 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS
SUBJECT TO A \$250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10%
FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER
UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.



CITY OF STUART
LOCAL BUSINESS TAX RECEIPT
2018-2019

RECEIPT NO.	ACCOUNT NO.	CATEGORY NO.
2030	17285	170340

TAX YEAR BEGINS OCTOBER 1 AND ENDS SEPTEMBER 30.
PAYMENT OCTOBER 1 CONSTITUTES VIOLATION
OF CITY CODE OF ORDINANCES

This local business tax receipt does not permit the holder to operate in violation of any City law, ordinance, or regulation. Any changes in location or ownership must be approved by the City License Section, subject to zoning restrictions. This receipt does not constitute an endorsement, approval, or disapproval of the holder's skill or competence or of the compliance or non-compliance of the holder with other laws, regulations, or standards.

BUSINESS TYPE	ENGINEER - CIVIL
OWNER AND LOCATION	CAPRA, JOSEPH W 950 SE PARKWAY DR
ST/CTY LICENSE	EB-0007657
DESCRIPT	

Local Business Taxing Questions 772-288-5319

FEE	PENALTY	TRANSFER	MISCELLANEOUS	PAID
100.00	0.00	0.00	0.00	100.00

BUSINESS NAME AND MAILING ADDRESS	CAPTEC ENGINEERING INC CAPRA, JOSEPH W 301 NW FLAGLER AVE STUART FL 34994
-----------------------------------	--

DATE
07/20/2018

CHERYL WHITE

CITY CLERK

KEEP THIS RECEIPT - NO TRANSFER WITHOUT ORIGINAL RECEIPT



Detail by Entity Name

Florida Profit Corporation

CAPTEC ENGINEERING, INC.

Filing Information

Document Number P96000097677 FEI/EIN Number 65-0709247 Date Filed 11/27/1996 State FL

Status ACTIVE

Principal Address

301 NW FLAGLER AVE.

STUART, FL 34994

Changed: 01/23/2007

Mailing Address

301 NW FLAGLER AVE.

STUART, FL 34994

Changed: 01/08/2008

Registered Agent Name & Address CAPRA, PATRICIA D

950 EAST PARKWAY

STUART, FL 34996

Name Changed: 01/10/2006

Officer/Director Detail **Name & Address**

Title PRES

CAPRA, JOSEPH W

950 EAST PARKWAY

STUART, FL

Title VP

CAPRA, PATRICIA D

950 E PKWY

STUART, FL

Annual Reports

Report Year Filed Date

2016 02/23/2016

2017 01/31/2017

2018 01/02/2018

State of Florida

Board of Professional Engineers

Attests that

Joseph William Capra , P.E.



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201918894 R

P.E. Lic. No:

37638

State of Florida

Board of Professional Engineers

Attests that

Teresa Laureen Andre , P.E.



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201906571 R

P.E. Lic. No:

54695

State of Florida

Board of Professional Engineers

Attests that

Gary L.S. Jones , P.E.



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201919627 R

P.E. Lic. No:

51985

State of Florida

Board of Professional Engineers

Arthur Dylan O'Berry

Has satisfactorily demonstrated qualifications in engineering, fundamentals, technical subjects, mathematics and basic sciences and is hereby recognized as an:

Engineer Intern

*In Testimony whereof, witness the signature of
the Chair under the seal of the Board
this 19 day of May, 2015.*

No. 1100019173



Audit No. 22820170382

A stylized, cursive signature of William C. Bracken.

William C. Bracken, Chairman



State of Florida

Board of Professional Engineers

Thomas James Shaw

*Has satisfactorily demonstrated qualifications in engineering,
fundamentals, technical subjects, mathematics and basic sciences
and is hereby recognized as an:*

Engineer Intern

No. 1100020751



*In Testimony whereof, witness the signature of
the Chair under the seal of the Board
this 22nd day of June, 2017*

Anthony Fiorillo

Anthony Fiorillo, Chair

Audit No. 22820172042



Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CAPTEC Engineering, inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) 301 NW Flagler Avenue	Requester's name and address (optional)
6 City, state, and ZIP code Stuart, FL 34994	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
6	5		-	0	7	0	9	2 4 7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ 	Date ▶ 8/28/18
-----------	--	-----------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

ATTACHMENT B

REQUEST FOR INFORMATION TO SUBMIT WITH IRS W-9 FORM

Federal Income Tax Law requires a Form 1099 with a valid taxpayer identification number to be filed for payments made in the course of conducting a trade or business. Further, these payments may be subject to Backup Federal Income Tax Withholding for all payees who have not submitted a correct Federal Tax Identification Number at the time of payment.

Please read this form and complete the information thereon before signing and **returning with a copy of your IRS W9 Form**. If you are a corporation, we will not issue you a Form 1099 (Reference: 1.6401-3(c)). However, kindly return this form to document your corporate status.

In order to avoid the possibility of future payments being held subject to Backup Withholding at a rate of 31%, please complete the form printed below and return this letter to the above address or E-mail request to: tsarno@indiantown.org.

VENDOR NAME CAPTEC Engineering, Inc.

DBA: CAPTEC Engineering, inc.

CORPORATE ADDRESS:
301 NW Flagler Avenue

CITY: Stuart **STATE:** FL **ZIP:** 34994

TELEPHONE: (772) 692-4344 **FAX:** (772) 692-4341 **ALTERNATE PHONE:** (772) 215-0330

"THE ABOVE INFORMATION WILL BE USED FOR PURCHASE ORDERS"

REMIT TO ADDRESS:
301 NW Flagler Avenue

CITY: Stuart **STATE:** FL **ZIP:** 34994

TELEPHONE: (772) 692-4344 **FAX:** (772) 692-4341 **ALTERNATE PHONE:**
(772) 215-0330

COMPANY CONTACT NAME:
Joseph W. Capra

COMPANY/CONTACT EMAIL ADDRESS:
jcakra@gocaptec.com

TYPE OF ORGANIZATION

- | | | |
|--|---|---|
| 1. <input checked="" type="checkbox"/> Corporation | 3. <input type="checkbox"/> Sole Proprietor | 5. <input type="checkbox"/> Government Agency |
| 2. <input type="checkbox"/> Partnership | 4. <input type="checkbox"/> Individual | 6. <input type="checkbox"/> Other: _____ |

1099 REPORTING STATUS (Check One): ☐ Yes ☒ No

TAXPAYER IDENTIFICATION NUMBER:

Employer Identification Number: 65 - 0709247 (Or) Social Security Number: _____ - _____ - _____

Print name of Taxpayer if using SS#: _____

Under penalties of perjury, I certify that this statement is accurate and complete.

Signature:  Title: President

Date: 8/23/18 Phone: (772) 692-4344




Tab 8: PROHIBITION NON-COLLUSION/CONFLICT OF INTEREST DISCLOSURE STATEMENTS

State of Florida
County of Martin

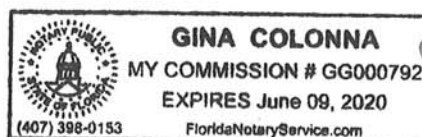
Joseph W. Capra/ CAPTEC Engineering, Inc. hereby warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, Council, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

Joseph W. Capra/ CAPTEC Engineering, Inc. certifies, and in this case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.

In addition, **Joseph W. Capra/ CAPTEC Engineering, Inc.** certifies that there are no known potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to Ownership, other Clients, Contracts, or interests associated with this project.


Signature
Joseph W. Capra, PE, President
Name and Title

The foregoing Affidavit of Bidder regarding Conflict of Interest Statement was acknowledged before me this 28 day of August, 2018, who is personally known to me X or who has produced _____ as identification and who did / did not take an oath.




Notary Public
Commission No. GG000792



TAB 9: OPTIONAL INFORMATION

CAPTEC Engineering, Inc. maintains a Prequalification Certification with the Florida Department of Transportation (FDOT) and has Advanced Maintenance of Traffic (MOT) and LAP certifications and experience. Also, **CAPTEC** is a Small Business Enterprise.

301 NW Flagler Avenue, Stuart, FL 34994 * 772.692.4344 phone * 772.692.4341 fax



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**MIKE DEW
SECRETARY**

June 14, 2018

Joseph Capra, President
CAPTEC ENGINEERING, INC.
301 NW Flagler Avenue, Suite 201
Stuart, Florida 34994

Dear Mr. Capra:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.3 - Signalization
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
- Group 13 - Planning
 - 13.6 - Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2019 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
72.88%	0.118%	Reimbursed	No	0.00%



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

REGISTERED VENDOR NO.: 102666

July 11, 2016

Mr. Joseph W. Capra, President
Captec Engineering, Inc.
301 NW Flagler Avenue
Stuart, FL 34994

CERTIFICATION EXPIRATION DATE
July 11, 2019

Dear Mr. Capra:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

Professional Engineering Consulting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. **FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.**

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Hammerstein".

Sandra Hammerstein
Sr. Compliance Specialist
Procurement Bureau

/sh



TAB 10: ADDENDA

QUESTION #1 (NOTIFIED BY EMAIL ON 8/14/18 – SEE ATTACHED)

Please provide scope clarification regarding "Preparation of land acquisition documents".
Will legal services be needed as part of this scope?

**The answer to this question is that legal services are not needed as part of this scope.
The Village Attorney will prepare those documents.**

Cherie McCarthy

From: Teresa Lamar-Sarno [tsarno@indiantown.org]
Sent: Tuesday, August 14, 2018 7:42 PM
To: Cherie McCarthy
Subject: Question #1 REI#02-2018 Professional Engineering Services - The Village of Indiantown

Cherie,
The following question was posed:

Please provide scope clarification regarding "Preparation of land acquisition documents".

Will legal services be needed as part of this scope?

The answer to this question is that legal services are not needed as part of this scope. The Village Attorney will prepare those documents.

Sent from my iPad

On Jul 31, 2018, at 2:55 PM, Cherie McCarthy <cmccarthy@gocaptec.com> wrote:

Good afternoon,

I would like to request a copy of the RFP Package for the Professional Engineering Services proposal.
Thanking you in advance for your assistance with this request. Have a good afternoon!

Cherie McCarthy, Office Manager

CAPTEC Engineering, Inc.
301 NW Flagler Avenue
Stuart, FL 34994
(772) 692-4344
cmccarthy@gocaptec.com

<image002.jpg>



Professional Engineering Services

REI# 02-2018

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August 30, 2018

Village of Indiantown
Village Offices
16550 SW Warfield Blvd.
Indiantown, FL 34956

Kimley»Horn

RE: Professional Engineering Services; REI# 02-2018

Dear Members of the Selection Committee:

Kimley-Horn understands the Village of Indiantown needs to retain a local, reliable, and efficient partner to provide continuing engineering services. Kimley-Horn has the depth of talent, local knowledge, diversity of expertise, and pledges to serve as your partner. The information below showcases our detailed knowledge and understanding of the Request for Expressions of Interest (REI). We offer the following key advantages to the Village of Indiantown to ensure successful completion of this project.

Project manager uniquely qualified to serve the Village of Indiantown. As your project manager, I have a strong personal passion and commitment to serve as the on-call Engineer for the Village. Growing up near the community and attending South Fork High School has allowed me to develop over 10 years of relationships with residents of Indiantown. This has provided me the insight to better understand the unique needs and mindset of the close knit community.

Minimum learning curve. Kimley-Horn is familiar with the Village's standards, procedures, processes, and preferences. Kimley-Horn's current work and collaboration with the Village has resulted in strong working relationships with key staff. Our team has extensive experience with and excels in these types of contracts. We have served on similar contracts for the Cities of Stuart, Martin County, West Palm Beach, Belle Glade, Palm Beach Gardens, Greenacres, Vero Beach, the Florida Department of Transportation, Indian River County, and others. Our collective experience with planning and design tasks for local governments shapes our ability to streamline our approach to similar individual tasks. With more than 193 public sector clients in Florida and over 45 continuing contracts, you can be confident our qualifications and history of providing quality services is unmatched.

Location and responsiveness. Our West Palm Beach office will serve as the primary office to provide a dependable local partnership with the Village of Indiantown staff. Our West Palm Beach office has been in existence for over 50 years and has 132 staff members centrally located to meet the Village's needs. The team will be supported by staff from our Boca-Delray, Vero Beach, and Fort Lauderdale offices. From these locations, we will work diligently, encouraging open communication to keep you informed about project activity and primary schedule achievements. We are committed to working as your partner, offering you the most effective level of communication to relay project issues, progress, and results that best serve your needs in a timely manner.

A team you can count on. Kimley-Horn has a reputation for excellent client service, and we offer a team of experts who can assist you on a broad range of assignments. It is our commitment to the Village of Indiantown that we will provide creative, technical solutions coupled with exceptional client service on every assignment we are tasked with. At Kimley-Horn we have high expectations of our staff to serve you on this contract. Kimley-Horn is not focused on the short-term result, but is devoted to maintaining a long-term relationship founded on trust, respect, and teamwork. We look forward to a continued relationship with the Village of Indiantown.

Finally, my desire to serve you is based on my commitment to and a passion for a community that was once overlooked, but now has the ability to control its own destiny. Having a deep local connection to this area is further personal motivation to be vested in the success of all projects moving forward on this contract.

Sincerely,

KIMLEY-HORN


Jordan Haggerty, P.E.
Project Manager


Michael Schwartz, P.E.
Principal-in-Charge

Note: As a Vice President of the firm, Michael Schwartz, P.E. is authorized to bind the firm.



1. Company Qualifications

Kimley-Horn is a full-service multidisciplinary consulting firm offering a broad range of engineering, planning, landscape architecture, and environmental services to clients in both the public and private sectors.

We have more than 3,300 employees in 83 offices nationwide, offering a full range of consulting services to local, regional, national, and international clients. In Florida alone, there are more than 650 employees in 13 offices. Additionally, many employees are former municipal engineers and planners who have been on our clients' side of the table and are familiar with local government procedures.

We are recognized for the outstanding work of our consulting staff, the quality of our work environment, and our stature as a business enterprise. In 2018, *FORTUNE* named Kimley-Horn one of its "100 Best Companies to Work For" for the 11th time. This year, we ranked #10. Much of our growth extends from the confidence and trust that clients have in us.

We offer you an impeccable record of quality, creativity, and the drive required to excel in our assignments, as well as the aptitude to maintain effective communication and responsiveness with all parties involved. We take pride in our staff's willingness to fulfill the high expectations our firm requires and our clients expect.

We will take on any assignment with the attention it deserves—resulting in improved community infrastructure for the residents of Indiantown.

History of Kimley-Horn

Founded in 1967 by transportation engineers in Raleigh, North Carolina, Kimley-Horn became well known for its expertise in transportation planning and traffic engineering. In the early 1970s, the firm built an impressive track record in regional and urban area transportation planning, traffic impact analysis, parking planning and design, traffic control system design, as well as statewide and local traffic operations and safety studies. During this period, the firm also added practices in structural, highway, and bridge design, as well as airport planning and design.

Kimley-Horn entered the Florida market in 1968 and then merged with Hutcheon Engineers of West Palm Beach, Florida in 1983 to enhance its general civil and surveying practices. Further diversification of Kimley-Horn's services and geographic practice followed over the years through key acquisitions and mergers, as well as the hiring and development of our own practice builders. The firm's commitment to growth, and reliance on practice builders to fuel that growth by taking advantage of niche markets has enabled Kimley-Horn to become one of the premier consulting firms in the nation.

Corporate Structure

Kimley-Horn is a privately-held corporation, fully owned by individuals who are current employees of the firm. Our employee owners are the sole stockholders of the company and are the professionals who directly serve our clients. The operations of the firm are not influenced by non-employee owners whose interests may conflict with client service. Since ownership is spread throughout key professionals, and no single individual or small group owns controlling interest of the firm, the company is positioned for long-term stability.

The firm is divided into seven geographic regions: Florida, Southeast, Atlantic, Midwest, Texas, Mountain, and California. Each region is managed by a team of representatives from production, marketing, administration, and practice building. Setting overall direction

Engineering News-Record (ENR) annually compiles and publishes the rankings of the 500 largest U.S. design firms (architectural and engineering firms), measured by gross revenues. Kimley-Horn's growth over the years is reflected in its steady rise on *ENR*'s top 500 list. The firm first appeared on the list in 1981, when it ranked 421st.

Today, Kimley-Horn ranks 20th overall and 7th among the top 100 "pure design firms."





and policy for the firm is the firmwide management committee—also composed of representatives from production, marketing, administration, and practice building that assists the regional teams as needed. The primary responsibility of the regional teams and management committee is to provide support to our project managers who are responsible for every facet of a project from beginning to end—contracting, planning, scheduling, production, quality control, client contact/relationships, and project accounting.

Ownership Interest

Kimley-Horn does not have any ownership interest in other entities involved in these services which might reasonably be selected to perform work under the scope of services set forth in this Request for Expressions of Interest.

Length of Company's Existence

Kimley-Horn was founded in 1967 in Raleigh, North Carolina and has been providing consulting services for 51 years.

Office Locations

Kimley-Horn first opened its doors to Florida 50 years ago with a general services contract for West Palm Beach. Since then we have grown to 13 Florida offices with continuing services contracts with over 45 local municipalities. Over these years we have grown an exceptionally strong consulting team that has a depth of experience, local knowledge and commitment to help you successfully complete each project.

Your project manager, **Jordan Haggerty, P.E.**, shifts his time between Kimley-Horn's Boca-Delray and West Palm Beach offices, working alongside the key personnel assigned to this team on a daily basis. Our local West Palm Beach office will serve as the primary office responsible for the production of the majority of work related to this contract. This office will provide a strong local presence and maximize the use of our local staff. From this location, we will work diligently, encouraging open communication to keep you informed about project activity and primary schedule achievements.

Kimley-Horn and Associates, Inc.

1920 Wekiva Way, Suite 200

West Palm Beach, FL 33411

561.845.0665

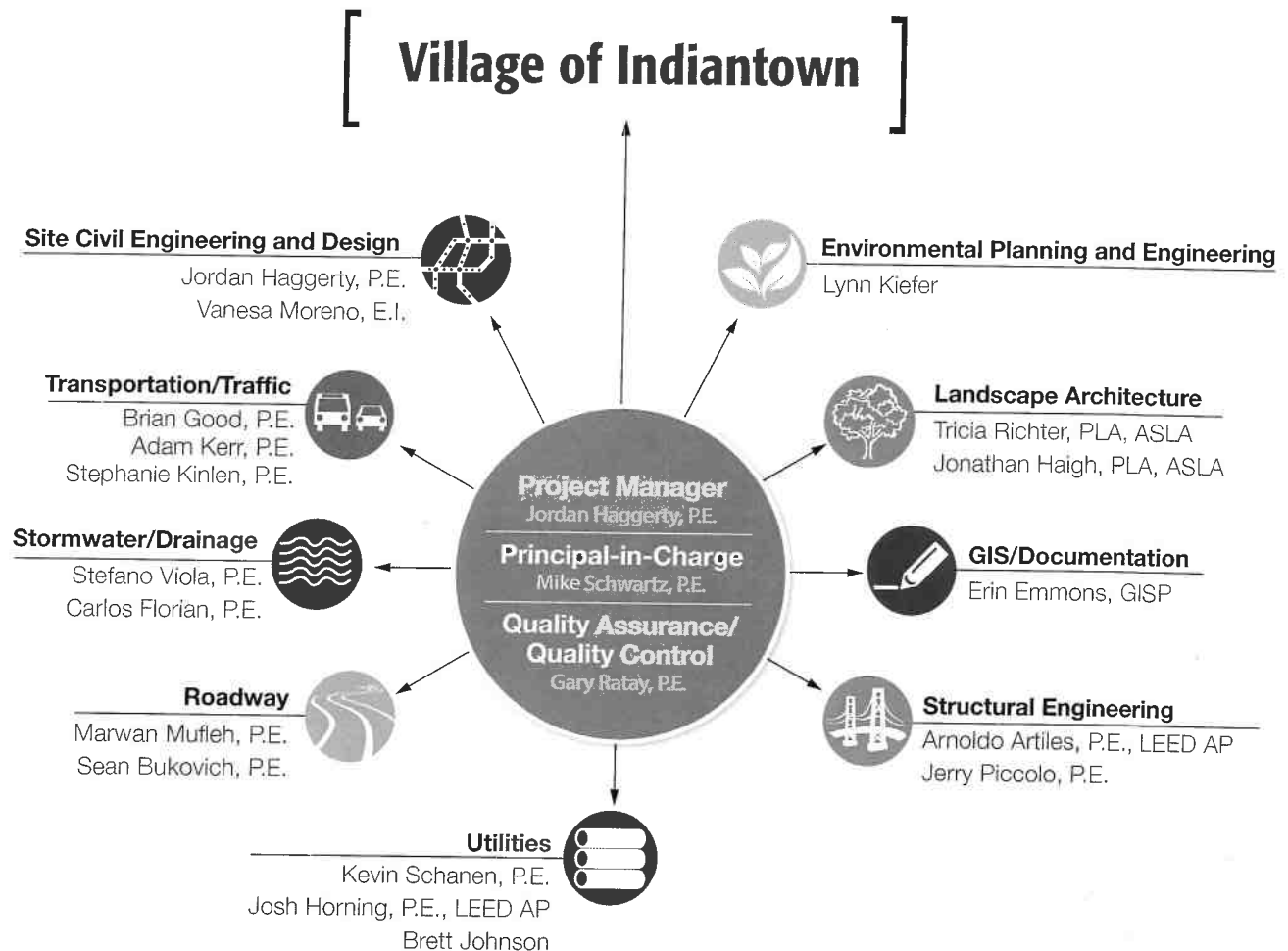
In addition, we have our Vero Beach, Boca-Delray, and Fort Lauderdale offices immediately to the north and south to assist with any needs that may arise. We are committed to working as your partner, offering you the most effective level of communication to relay project issues, progress, and results that best serve your needs. There is no doubt that Kimley-Horn has the experience and expertise to rapidly respond to the Village of Indiantown's needs and the ability to draw on additional statewide and, even national resources, if needed. The map shown here illustrates the location of Kimley-Horn offices nationwide.





Key Personnel

Kimley-Horn understands the value of assembling a strong project team; consequently, the following team members have been strategically selected to serve the Village. Project manager **Jordan Haggerty, P.E.**, and his staff are capable of providing all the necessary continuing engineering services required for REI# 02-2018. In addition, if necessary, Jordan can call upon the services of more than 600 Florida professionals to help with production needs as necessary to maintain project schedules and to take on the largest projects. Our team of professionals, office locations, and their specific roles for this contract are outlined in the organizational chart below.



SUBCONSULTANTS

Survey & Mapping
George Young, Jr., PSM
Mark Wendt, PSM
GCY, Inc.

Geotechnical
Raj Krishnasamy, P.E.
Kumar Vedula, P.E.
Tierra South Florida



Resumes

The resumes provided at the end of this section include name, firm address, contact information, job skills, education, training, experience, and professional affiliations and memberships of all key team members, including subconsultants.

Disciplines Offered by the Firm

Kimley-Horn provides an integrated spectrum of services designed to best meet client's immediate needs, but also their big picture priorities. Our experience is unsurpassed as one of the largest and most diverse utilities, structural, roadway, stormwater/drainage, traffic, transportation, landscape architecture, and environmental specialty firms in the country. Listed below are outlines of just a few of the specialty discipline areas we can provide as creative solutions for the Village of Indiantown's Professional Engineering Services contract.

- Civil engineering
- Land planning
- Roadway design
- Utilities engineering
- Water/wastewater engineering
- Traffic signal design
- Intelligent transportation system (ITS) design
- Maintenance of traffic plans
- Stormwater, drainage design and master planning
- Hydrologic and hydraulic studies
- Development Application and Consulting Reviews
- Floodplain studies
- Permitting
- Structural design
- Public involvement
- Agency coordination and liaison
- Pedestrian and bicycle facilities design
- Environmental services
- Water and reclaimed water systems
- Waterfront and marine facilities
- Construction engineering inspection services
- Environmental, permitting, assessment, and remediation
- Utility development
- Construction administration, coordination, and observation
- Cost estimates
- Quality control/quality assurance
- Site civil engineering
- Transit operations
- Traffic counts, traffic studies, and analysis
- Grant funding, loan, and other

Subconsultants

In addition, we have teamed with two subconsultant firms to supplement and enhance our project team. Kimley-Horn's emphasis on dynamic teamwork and quality performance serves as the foundation from which we select our subconsultants for each distinct project effort. We work diligently to pursue firms who are revered and accomplished in their respective fields and demonstrate enthusiasm to be a part of our team. We have a responsibility to provide the best possible customer service to the Village of Indiantown and expect the same level of commitment from each of our subconsultants. These team members operate as a seamless addition to our staff, providing superior technical skills with a balanced focus on client needs, goals, and concerns.

Kimley-Horn can offer clients the right solution when it comes to completing engineering tasks for a continuing contract although occasionally will need to augment our services with subconsultants. These are firms we work with frequently and have an excellent report. We are proud of our outstanding subconsultant partners and present their qualifications and experience in further detail below and subconsultant resumes can be found at the end of this section.



GCY, Inc. Surveying

GCY, Inc. has been providing professional surveying services in the state of Florida since 1984. GCY's corporate headquarters is located in Palm City (Martin County). Surveying services include: boundary surveys, large acreage surveys, topographic surveys, GPS surveys, expert witness services, as-built surveys, plat preparation, land development, right-of-way surveys, and hydrographic surveying. George Young, PSM is a professional surveyor and mapper with more than 31 years of experience who founded GCY in 1984.



GCY's project experience in Martin County includes, but is not limited to, the following:

- **McArthur Boulevard** – GCY provided emergency surveying services following Hurricane Jean for the reconstruction of McArthur Boulevard from North of the House of Refuge to the entrance of Sailfish Point.
- **American Towers Corporation** – GCY provided expert witness testimony to American Tower's lead counsel in successfully defending their riparian rights as the owners of a waterfront piece of commercial real estate.
- **Witham Field** – GCY prepared a Boundary and Topographic Survey of Witham Field. Incorporated in this survey, under separate contract with Martin County, was an aerial photography and planimetrics survey provided by Woolpert.



Tierra South Florida Geotechnical

Tierra South Florida, Inc. (TSF) is a full-service consulting geotechnical and construction materials testing engineering firm with capabilities to provide test borings, engineering analyses and reports, AutoCAD and Microstation plan sheets, laboratory soils testing, and construction materials testing. Our organization is committed to providing quality, responsive service establishing a reputation for sound approaches and professional competence in a wide range of technically demanding areas. Our services also include threshold/special inspection and roofing inspection services. TSF is a certified Minority Business Enterprise (MBE) with the State of Florida's Office of Supplier Diversity and certified Small/Community Disadvantage Business Enterprise (SBE/CDBE) by Broward County.

Our main office is located in West Palm Beach, Florida with operational satellite offices in Fort Lauderdale and Hialeah Gardens, Florida. Our staff includes principal engineers with more than 20 years of experience in geotechnical, construction, laboratory and field materials testing and inspection services.

TSF's principals have served as geotechnical engineering consultants to a large variety of clients, both public and private, in the course of our experience. These clients include architects, engineers, contractors, developers, utilities, institutions, schools, military, municipalities, and private enterprise covering commercial and residential entities. Our collective project experience is broad based covering: airport construction, pavement design of municipal airports, buildings, highways, bridges, communication towers, dams and levees, sinkhole remediation, ground improvement projects, water supply projects, landfills, slope stabilities analyses, and distressed structure/foundation studies.

TSF's project experience in Martin County includes, but is not limited to, the following:

- **Florida Community Health Center, 15858 SW Warfield Boulevard, Indiantown** – TSF performed a geotechnical exploration for the addition to Florida Community Health Center at 15858 SW Warfield Boulevard in Indiantown, Florida. The purpose of the study was to explore the subsurface conditions at the site to enable an evaluation of acceptable foundation systems for the construction
- **Monitoring Well Installation and Well Plug/Abandonment Plan, SFWMD Lakeside Ranch STA-South, Okeechobee and Martin County** – TSF provided geotechnical engineering services for the project which consisted of several monitoring wells to be installed and abandoned within SFWMD Lakeside Ranch property, in Martin and Okeechobee Counties, Florida.
- **Hosanah Lane from SW Martin Highway to a Dead-end, Martin County** – Completed a pavement evaluation for Hosanah Lane from SW Martin Highway to a Dead-end in Martin County, Florida. The project involved performing pavement cores to evaluate the existing asphalt pavement road for hauling large pipes on a short period of time.

Jordan Haggerty, P.E.

Project Manager, Site Civil Engineering and Design

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Relevant Experience

Davenport General Engineering and Related Services, Davenport, FL — Project analyst for the Kimley-Horn team that was selected in 2010 to provide consulting services to the City of Davenport, including general planning, engineering, and construction administration. Our team has worked with the City on projects that include preparing opinions of probable cost and exhibits for Wilson Park to help the City successfully obtain Community Development Block Grant (CDBG) funding for the project. Our team has also worked with the City to evaluate the structural integrity of the City's old water tower. In 2011, the Kimley-Horn team began providing engineering services for improvements to Wilson Park; this project is being funded by a FY 2011 CDBG for neighborhood revitalization. Specifically involved with the preparation of a septic tank design for Wilson Park.

Polk TPO Complete Streets Program, Polk County, FL — Project analyst. Kimley-Horn developed a Complete Streets Manual based on a survey of the broad spectrum of strategies, elements, and treatments that have been successfully implemented in Polk County, throughout areas within Florida, and across the country. The manual was presented in a detailed graphical and illustrative manner and included a portfolio or menu of treatments, along with an evaluation of the variability and feasibility of using them within Complete Streets Corridors identified by the Polk TPO. Kimley-Horn also conducted Complete Streets evaluations for four Complete Streets corridors representative of typical corridors across the County, including corridors governed by cities, Polk County, and FDOT. Each Complete Streets evaluation was summarized in a four-page graphic document (brochure format) evaluating the characteristics of the corridor and emphasizing its role to provide travel options for various users. The Polk TPO received a 2012 planning award from the Heart of Florida/Florida American Planning Association for this Complete Streets Program project.

Posner Village Shopping Center, Polk County, FL — Project manager for all development services associated with a retail shopping center including 123,600 SF of a main anchor store plaza, and multiple outparcels. Services include preparation of construction documents to support the onsite site development and infrastructure, construction documents for a Polk County 24" and 30" forcemain capital improvement project, and construction documents for FDOT roadway improvements including the addition of two right turn lanes and signalized intersection adjustments. Kimley-Horn coordinated and partnered with Polk County throughout the design and development process.

Amazon Distribution and Fulfillment Facility, Orange County, FL — Lead Project Engineer for all development services associated with a 120-acre warehouse fulfillment center consisting of an 855,000 SF building with 2.3 million internal SF. Civil Engineering services included preparation of development plans, construction documents, stormwater management system design, utility infrastructure, including a lift station, and all associated permitting and construction phase services.

Bowling Green Utility GIS Mapping, Bowling Green, FL — Project analyst. Kimley-Horn provided geographical information systems (GIS) services related to providing maps prepared in a GIS format to locate and identify the City's existing utility infrastructure. Kimley-Horn accumulated information on the City's existing utility system (water, sewer, and stormwater). Kimley-Horn then prepared GIS maps of the City's water, sewer, and stormwater systems that can be used from both desktop and mobile applications. This project was Authorization #3 under the City of Bowling Green Agreement for Continuing Engineering Services contract.

Special Qualifications

- Has over six years of experience in all phases of civil engineering for both private and public land development projects
- Performed detailed analysis and design of numerous stormwater management systems, including above ground exfiltration, above ground retention/detention systems, and below ground stormwater vaults
- Has engineered utility line extensions, sanitary sewer pump stations, and roadway improvements associated with land development projects
- Experienced with land development projects including single family residential, multi-family, mixed-use communities, commercial, industrial, renewable energy, and medical offices

Professional Credentials

- Master of Engineering, Civil Engineering, University of Florida
- Bachelor of Civil Engineering, Technology, Georgia Southern University
- Professional Engineer in Florida, #80511
- Stormwater Management Inspector, #32184
- 2016 Florida Engineering Society Ridge Chapter Young Engineer of the Year
- American Society of Civil Engineers (ASCE), Associate Member
- Florida Engineering Society, Member

Relevant Experience continued

City of Lakeland Solar Field Projects, Lakeland, FL — Lead Project Engineer for all development services associated with solar field energy projects. Services include preparation of construction documents, stormwater management system design, flood plain analysis, utility infrastructure design and all associated permitting and construction phase services.

Facilities Management Multidisciplinary Continuing Contract/Polk County Sheriff's Office, Bartow, FL — Project analyst for the Kimley-Horn team that provided civil engineering and master site planning (including construction plans) for improvements at the 72-acre, Polk County-owned Sheriff's Training Facility off of Old Bartow-Eagle Lake Road. The site contained a number of existing improvements, including portable buildings, a concrete sidewalk network, paved parking, shooting ranges, and storage areas. Kimley-Horn provided long-term master planning and design documents that consisted of a new tactical area with an earth berm for safety, a driving pad that is more than four acres in size, a one-mile paved driving course, a new access road, a five-story training simulator, a new observation tower, a canine administration building, and a new 5,000-square-foot storage building. Four wet stormwater ponds were designed and permitted to discharge to an impaired water body. The property was almost entirely reclaimed phosphate land—with parts within the 100-year flood zone—and had numerous wetland and marsh areas that were impacted. Kimley-Horn coordinated and contracted with surveyors, geotechnical engineers, and environmental engineers to help process this important project through Polk County Development Services, U.S. Army Corps of Engineers (USACE), Southwest Florida Water Management District (SWFWMD), and Florida Department of Environmental Protection (FDEP).

Bellewood Commons, Daytona, FL — Project manager for all development services associated with a mixed-use development including retail and multifamily uses. Planning services include rezoning the property, preparing a small scale comprehensive plan amendment, preparing a Planned Development plan, and attending various public improvement meetings. Civil Engineering services include preparation of construction documents, stormwater management system design, roadway improvements design, utility infrastructure design and all associated permitting and construction phase services.

Lake Hollingsworth Roundabout Improvements, Lakeland, FL — Project analyst. As part of the continuing services contract with the City of Lakeland, Kimley-Horn was selected as project engineer for the design of the City of Lakeland's first roundabout along Lake Hollingsworth Drive. The tasks included a feasibility analysis and conceptual design, final design as well as construction phase services. Design considerations included pedestrian safety, traffic calming, improved intersection functionality and constructability for an existing roadway.

Orlando Airport Park, Orange County, FL — Lead Project Engineer for all development services associated with a 62 acre business park that consists of two distribution centers, with associated office space, totaling 830,982 square feet. Civil Engineering services include preparation of development plans, construction documents, stormwater management system design, utility infrastructure including a lift station to support the entire business park, and all associated permitting and construction phase services.

Surgical Center of Central Florida, Lakeland, FL — Project manager for all development services associated with medical office projects. Planning services include preparing a conditional use application and attending various public involvement and planning commission hearings. Civil Engineering services include preparation of construction documents, utility infrastructure design and all associated permitting and construction phase services.

DaVita Dialysis Medical Offices, Multiple Locations, FL — Project manager for all development services associated with medical office projects. Services include preparation of construction documents, stormwater management system design, roadway improvements design, utility infrastructure design and all associated permitting and construction phase services.

Discount Tire Store, Multiple Locations, FL — Project manager for all development services associated with retail tire store office projects. Services include preparation of construction documents, stormwater management system design, roadway improvements design, utility infrastructure design and all associated permitting and construction phase services.

Streamsong Resort (fka Stillwater Preserve), Polk County, FL — Project analyst on the Kimley-Horn team providing engineering services for this 16,000-acre, resource-based destination development in southwest Polk County. The project includes 36 holes of golf and a six-story hotel with a planned spa and high-end restaurant. The development will cater to sporting and outdoor activities, including sporting clays, fishing, hunting, bird watching, kayaking, and canoeing, with numerous multi-purpose trails for hiking, running and biking. Tasks include preparation of conceptual site plan for sales trailer and preliminary as-builts for a wastewater treatment facility, emergency access road, clubhouse, and lodge. In addition, Kimley-Horn is providing construction phase services.

Mike Schwartz, P.E.

Principal-in-Charge

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Relevant Experience

Lake Worth Beach Redevelopment, Lake Worth, FL — Project engineer for the Kimley-Horn team assisting the City of Lake Worth for site plan exhibits, associated cost estimates, public presentations, and City and Palm Beach County coordination on this project. Assisted the City in developing design criteria and site plan alternatives for a proposed redevelopment of its public beach. Proposed improvements included boardwalks, parking lots, roads, utility and drainage infrastructure, walkways, landscaping, street furnishings, pavilions, beach lockers, playground equipment, lighting, restrooms, and other site amenities. Our team also assisted City in negotiating a new interlocal agreement with Palm Beach County to secure up to \$5 million in funding for the public improvements. The Kimley-Horn team is also assisting with LEED certification of the Casino building.

Las Olas Boulevard Corridor Improvements, Fort Lauderdale, FL — Project engineer. Kimley-Horn is providing preliminary design, evaluation, and due diligence services for this mixed-use project for the City of Fort Lauderdale Community Redevelopment Agency. The project consists of the redevelopment of several pieces of City property from existing surface parking lots to a new multi-story parking garage; active park and plaza areas; and general open space to enhance the pedestrian and beachgoer experience in the Fort Lauderdale beach area. Las Olas Boulevard is being improved to provide a "Complete Streets" design to better connect the shops, restaurants, and other businesses with the new Oceanside Plaza on the south side of Las Olas Boulevard. The design of Oceanside Plaza includes space for special events such as festivals and concerts; play areas for children; and a convenient porte-cochere drop off. Kimley-Horn is providing the initial site civil engineering design, roadway design, permitting coordination, stormwater, utility, franchise utility coordination, and other services.

24th and 25th Street Improvements, West Palm Beach, FL — Project engineer. Kimley-Horn was retained by the City of West Palm Beach to provide streetscape improvements in the Northwood neighborhood area. This project was a joint effort between the City of West Palm Beach and the West Palm Beach Community Redevelopment Agency (CRA) to reconstruct each of the two-lane roadways with on-street parallel parking on both sides, thus creating a main street through the District. The project was envisioned as an impetus to spur redevelopment of that District. As such, it required an intensive public involvement program, which included residents, merchants, the CRA Advisory Board, and the CRA Board which is the City Commission. The project included extensive landscape and hardscape plans, renderings, decorative street lights, drainage, signing and marking, and traffic control plans. 24th and 25th Streets were also designated as SR 5 and were owned and maintained by FDOT. Therefore, permitting and close coordination with FDOT were necessary. Due to a Local Agency Program (LAP), funding was provided by state and federal governments.

Broward Avenue and Volusia Street Signal Design, Boca Raton, FL — Project engineer. Kimley-Horn designed a traffic signal at the intersection of Broward Avenue and Volusia Street on the FAU Boca Raton campus. The signal is a trombone-style mast arm. The signal serves a busy intersection with a significant amount of pedestrian traffic. Kimley-Horn worked closely with the trombone-style mast arm manufacture to ensure that the design would meet the wind loading requirements for coastal Florida.

Special Qualifications

- Has 22 years of design and regulatory agency permitting experience in South Florida
- Significant experience in preliminary planning, master planning, infrastructure planning, design, and regulatory agency permitting for educational and healthcare campuses (expansions and new facilities) in Florida
- Experience in construction contract administration, including preparation of certification packages; preparation of bond release packages; coordination with clients, contractors, and local agencies; review of as-built and shop drawings; and on-site inspection
- Computer software experience includes RC4, SDOT, Hydroflow, Autocad Versions 13 and 14, and Softdesk

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, #56200
- American Society of Civil Engineers (ASCE)
- Florida Engineering Society, Member

Relevant Experience continued

South Shore Boulevard Design, Phase II from Lake Worth Road to Pierson Road, Wellington, FL — Drainage engineer for the design of a two-lane divided roadway with curbed median and flush shoulders, including transitions required to transition from dual southbound lefts at the intersection of Lake Worth Road to a single lane. The transition construction included approximately 1,000 feet of widening on Lake Worth Road from the intersection of South Shore Boulevard. The project also included regulatory agency permitting with SFWMD, USACE, Palm Beach County Traffic Division (for signalization), and the Village of Wellington. Services also included landscape and irrigation design and utility design for utility extensions for the corridor.

Florida Atlantic University (FAU) Continuing Minor Civil Engineering (Multiple Projects), FL — Project manager for the Kimley-Horn team that is providing a variety of services for FAU at its multiple Florida campuses. To date, we have worked on more than 100 projects in conjunction with this continuing services contract. Projects include:

- ***FAU Florida Atlantic Boulevard Northern Four Lane Design and Permitting, Boca Raton Campus, Boca Raton.*** Project manager of the Kimley-Horn team responsible for design and regulatory agency permitting for the construction of one mile of four-lane divided roadway (from Spanish River Boulevard to North University Drive) on FAU's Boca Raton Campus. The plans included paving, grading and drainage, reclaimed water main, signing and striping, signalization, and landscape/irrigation. Kimley-Horn was also responsible for the traffic control and operations design for the project. This included maintenance of traffic, evaluation of the intersections for proper design, storage and turning movements, signalization design, and coordination with the City of Boca Raton. The project also included significant South Florida Water Management District (SFWMD) permitting. Kimley-Horn was responsible for the SFWMD calculations for multiple basins and coordination with SFWMD to achieve permitting with no comments. 100% construction documents were completed ahead of schedule with construction beginning in June 2011 and completed in January of 2012.
- ***FAU Boca Raton Campus Broward Avenue and Volusia Street Traffic Signal, Boca Raton.*** Kimley-Horn designed a new traffic signal for the very busy intersection of Broward Avenue and Volusia Street, which also includes a significant amount of pedestrian traffic. Kimley-Horn worked closely with the trombone-style mast arm manufacturer to ensure that the design would meet the wind loading requirements for coastal Florida.
- ***FAU Boca Raton Campus Lee Street Sidewalk, Boca Raton.*** Design and construction of 1,800 linear feet of 8-foot-wide sidewalk from the Engineering Building to the Recreation Center. Project included filling of existing adjacent swales and modification to existing SFWMD permits.

Belvedere Road from East of Jog Road to Military Trail, West Palm Beach, FL — Project engineer. Kimley-Horn prepared a traffic study for the expansion of a four-lane facility to six lanes. We then provided services for an alignment and right-of-way study to add one additional lane and assess the impacts and costs associated with it.

NASA – Kennedy Space Center Miscellaneous Surveying Projects, Cape Canaveral, FL — Project manager of the Kimley-Horn team that is serving as a subconsultant to another firm and providing engineering and surveying services for various projects at the Kennedy Space Center. To date, we have completed the following:

- ***Second Street and NASA Parkway East Topographic and Utility Location Survey.*** This project consisted of the horizontal and vertical location of the proposed route beginning at the intersection of Second Street and C Avenue SE and terminating at the Communications Distribution and Switching Center (CD&SC). The topographic survey was performed in accordance with the Florida Minimum Technical Standards and will be referenced to the Florida State Plane Coordinate System East Zone. All elevations were referenced to NAVD 88. Cross sections were obtained at 50-foot intervals along the proposed route. Surface evidence of underground improvements were located and shown on the digital base map.

Gary Ratay, P.E.

Quality Assurance/Quality Control

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Relevant Experience

General Civil Engineering Consultant, Bay Harbor Islands, FL — Project engineer providing wastewater flow analysis; system modeling; pneumatic lift station, wastewater pump analysis, and design for the Town's wastewater system; and roadway engineering services for citywide street improvements and rehabilitation.

Miscellaneous General Civil Engineering Services, Lauderhill, FL — On the project team to assist the City on a series of roadway and drainage improvement projects established by Lauderhill in key areas throughout the City. One of the primary projects under this contract involved improvements to Inverrary Boulevard, a main spine through the City. Kimley-Horn provided master planning services for this section of roadway, including drainage improvements, design for the addition of bike lanes, striping, and meeting ADA compliance for sidewalks. Kimley-Horn provided the City with suggestions to maximize the existing roadway and sidewalk to best accommodate the bike lane. Our design for the drainage improvements provided a more positive collection system to convey the excess stormwater runoff to the lake/canal system at a higher rate than the current swale system. Kimley-Horn produced design and construction plans for the improvements to Inverrary Boulevard.

City of Lauderdale Lakes Roadway, Traffic, and Stormwater Engineering Services, Lauderdale Lakes, FL — Project engineer on the Kimley-Horn team that is working with the City of Lauderdale Lakes under a general services contract for roadway, traffic, and stormwater improvements. To date, we have started several projects:

- **NW 29th Street Traffic Calming.** Anticipating increased through traffic on NW 29th Street resulting from the construction of the new Wal-Mart on the west side of SR 7, the City contracted with Kimley-Horn to implement traffic calming measures at this location. We completed a conceptual traffic calming layout for the Lauderdale Lakes CRA that served as the basis for the new design.
- **NW 21st Street Improvements.** Kimley-Horn is currently designing a drainage system on NW 21st Street, from SR 7 to Willie Webb Park. The City plans to add bicycle and pedestrian facilities on this roadway segment; a profile correction is also intended for this segment. The new drainage system is needed to accommodate these new facilities. This new system will drain into the City's canal system.
- **NW 41st Street Traffic Calming.** Kimley-Horn worked with the City to install alternate traffic calming measures. Our roadway improvements included the design and construction of a roundabout, installation of new curbing, landscaping, irrigation, and other enhancement features.

City of Plantation General Engineering Services, Plantation, FL — Project manager providing general consulting services for the City of Plantation. Worked closely with the City on numerous roadway, drainage, and community enhancement projects, as well as traffic studies associated with the proposed improvements. Services have included general planning to develop cost-effective streetscape and beautification approaches and a traffic calming program. Also assist the City in implementing those visions with thorough, cost-effective roadway, traffic, lighting, landscaping, irrigation, and drainage designs followed by construction phase services.

Special Qualifications

- Has 32 years of civil engineering experience, with particular expertise in general municipal engineering, stormwater management, project permitting, and construction phase services
- Principal areas of practice include water distribution, wastewater collection, force main and associated pump station design, water treatment plant design, well pump design and site piping, and feasibility and engineering reports
- Has State Revolving Fund (SRF) loan experience

Professional Credentials

- Bachelor of Science, Mechanical Engineering, University of Florida
- Professional Engineer in Florida, #46682
- Florida Engineering Society
- National Society of Professional Engineers (NSPE)

Relevant Experience continued

General Engineering and General Traffic and Transportation Services, South Miami, FL — Project team member. Kimley-Horn provided a variety of services for the City of South Miami. Projects intersection improvements to SW 64th Street and SW 59th Place and SW 74th Street and SW 59th Avenue. Services provided included downtown traffic analysis, water main improvements, miscellaneous drainage improvements, roadway beautification along sections of US 1, new asphalt, traffic calming elements to narrow the intersection by adding landscape medians, construction phase services; design services for Murray Park, and north end drainage improvements.

Royal Palm Boulevard Improvements (Royal Palm Blvd. Bridge over Margate Canal), Margate, FL — Project manager for this project that involved realignment of the roadway, eastbound and westbound left-turn lanes, access management modifications, renovation of an existing bridge and medians, construction of pedestrian bridges, base enhancements, milling and resurfacing, providing new asphalt areas, swale improvements, drainage improvements, landscaping, irrigation, and lighting improvements. The work included design of a roadway bridge and two pedestrian bridges, roadway and turn lanes, drainage, signing and pavement markings, government agency approvals, coordinating with utility providers for adjustments and/or relocations, preparing detailed quantity calculations and engineer estimates of probable costs, and providing resident project representation and incidental items.

Miramar Parkway Streetscape from SW 64th Avenue to SW 68th Avenue, Miramar, FL — Principal-in-charge for this FDOT LAP funded project that involves roadway, landscape, irrigation, and lighting improvements on Miramar Parkway. Additional project improvements include bicycle lanes, drainage modifications, landscaping, lighting, hardscaping, driveway apron regrading, sidewalk replacement, ADA improvements at the intersections, and a mid-block pedestrian crossing/emergency signal modification.

SW 67th Avenue Design, Davie, FL — Principal-in-charge. The Town of Davie's SW 67th Avenue project was an extension of the Town's existing roadway from NW 41st Court south to Orange Drive. The expansion provided approximately 1,400 linear feet of a new 2-lane roadway that included roadway swales and exfiltration trench for drainage. Along with the roadway and drainage improvements, the project included an 8-foot-wide sidewalk addition to improve pedestrian and equestrian traffic through the Town. Once completed the project will provide additional access to the area schools and help alleviate the traffic on Davie Road extension.

Town of Palm Beach Storm Sewer, Sanitary Sewer, Water Main Replacement, and Roadway, Palm Beach, FL — Project engineer for the design and construction phase services for this project consisting of utility replacement (storm sewers, sanitary sewers, and water mains) and full roadway width rebuilding of five residential streets in upscale residential neighborhoods. The firm worked under a strict design and construction schedule because all construction within the Town had to occur between the months of May and November. Construction was challenging as both the storm and sanitary sewers were replaced live.

Continuing Stormwater Services, Cutler Bay, FL — Project manager for the creation of a stormwater master plan for Cutler Bay to address flood protection activities for its residents and protect the environmental quality of its canals. Kimley-Horn also developed a stormwater management report to assist the client in creating a stormwater utility, which generates a dedicated stream of revenue to implement capital improvements and maintain an operation and maintenance program associated with the stormwater system. The project tasks included compiling data, developing a stormwater master plan, developing a stormwater management report, and assisting Cutler Bay in joining the National Flood Insurance Program (NFIP) so that federally-funded flood insurance is available to the community. Specific projects have included drainage improvement projects for Cutler Ridge Elementary School and Saga Bay.

Continuing Engineering Services, Miramar, FL — Principal-in-charge for Kimley-Horn's general civil engineering, traffic engineering, landscape architecture and park design consulting services to the City of Miramar on an ongoing basis. Areas of assistance include review of traffic impact analyses and parking studies specific to development applications, park design services for the Police Benevolent Association Civic Center Park Expansion, reclaimed water line design, water main design, and site civil engineering. Additional services include involvement as a member of the City of Miramar's land development staff to provide traffic and transportation input to the Planning and Zoning Board and the City Commission for traffic operation issues and proposed development site plans.

Tropical Farms Reverse Osmosis (RO) Water and Wastewater Treatment Plant, Stuart, FL — Project engineer for developing a water and wastewater system master plan for the Tropical Farms Water and Sewer District. Project included sizing the water and wastewater plants for the district's service area, locating the plant sites, and sizing the water, wastewater, and reuse transmission mains. Prepared and obtained the County FDEP permits for the project. The wastewater plant permit also included 100 percent reuse of the wastewater plant effluent, as well as the concentrate generated from the Tropical Farms membrane plant.

Vanessa Moreno, E.I.

Site Civil Engineering and Design

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Relevant Experience

Las Olas Boulevard Corridor Improvements, Fort Lauderdale, FL — Project analyst. Kimley-Horn is providing preliminary design, evaluation, and due diligence services for this mixed-use project for the City of Fort Lauderdale Community Redevelopment Agency. The project consists of the redevelopment of several pieces of City property from existing surface parking lots to a new multi-story parking garage; active park and plaza areas; and general open space to enhance the pedestrian and beachgoer experience in the Fort Lauderdale beach area. Las Olas Boulevard is being improved to provide a “Complete Streets” design to better connect the shops, restaurants, and other businesses with the new Oceanside Plaza on the south side of Las Olas Boulevard. The design of Oceanside Plaza includes space for special events such as festivals and concerts; play areas for children; and a convenient porte-cochere drop off. Kimley-Horn is providing the initial site civil engineering design, roadway design, permitting coordination, stormwater, utility, franchise utility coordination, and other services.

JFK Medical Center Bed Tower and Parking Garage Additions, Atlantis, FL — Project analyst. Kimley-Horn has been selected to provide professional civil engineering services for the addition of a new bed tower and the development of a parking garage that will serve the JFK Medical Center in Atlantis, FL. Part of this project involves a significant addition to the existing emergency department, requiring the relocation of the ambulance drive, 18 intensive care beds, and 54 acute care beds. This project also involves the construction of a new eight-floor, 940-space parking garage.

Kendall Regional Medical Center Bed Tower Vertical Expansion and Parking Garage, Plantation, FL — Project analyst. Kimley-Horn provided professional civil and traffic engineering services for the development of a two-floor, 130,000-square-foot bed tower and parking garage. The firm provided master planning services, including onsite design development, project phasing, temporary helipad evaluation, and construction documents for the construction of the new bed tower that added 60 beds to the licensed bed count. Additionally, the team met with Miami-Dade County DOT and Public Works to determine requirements for a traffic impact analysis (TIA) that included methodology determination, traffic data collection, trip generation, capacity analysis, and maneuverability analysis.

Westside Regional Medical Center, Atlantis, FL — Project analyst. Kimley-Horn is providing professional engineering consulting services for this 224-bed hospital located in Atlantis, FL. This project includes the construction of a new, approximately 190,000-square-foot, five-story bed tower along with a new ground floor lobby. The services provided include on-site design, landscape architecture and irrigation design, construction observation services, stormwater management, coordination with the City of Atlantis, plans review, and analyses of existing drainage.

Special Qualifications

- Civil analyst with more than four years of technical and field experience
- Specializes in healthcare development
- Experienced with civil design services, including site design, grading, stormwater management, drainage design, sewage collection design, water distribution systems, regulatory agency permitting and construction phase services
- Experience with preparation of construction documents, permitting, and opinion of probable costs
- Experience with Civil 3D, Autoturn, and ICPR3

Professional Credentials

- Bachelor of Science, Civil Engineering, Florida State University
- Engineering Intern in Florida, #1100019602

Lynn Kiefer

Environmental Planning and Engineering

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Relevant Experience

Martin County Utilities, Tropical Farms Wetland Monitoring, Martin County, FL

Project manager for the wetland monitoring for the Consumptive Use Permits associated with the Tropical Farms Water Treatment Plant. Also responsible for the consultant oversight for the North County Water Treatment Plant wetland monitoring and Haney-Tilton wetland enhancement project. Responsible for overseeing the monitoring and annual compliance report submittals.

Tropical Farms Reverse Osmosis (RO)/Water and Wastewater Treatment Plant Expansion, Stuart, FL

Environmental scientist for the expansion of Tropical Farms \$25-million water treatment plant (WTP). Kimley-Horn has teamed with another firm for the expansion of Martin County's water and wastewater treatment plant. Kimley-Horn provided all phases of design, permitting, construction, and SCADA system integration for the brackish RO WTP expansion.

Carroll Street Final Design, Kissimmee, FL — Environmental scientist. Kimley-Horn was selected to provide final design services for the 1.5-mile segment of Carroll Street that extends from John Young Parkway to Michigan Street in Osceola County. The primary purpose of this project is to widen the existing roadway from three lanes (center turn lane) to a five-lane section with center turn lane and is funded through the FDOT LAP program. Elements of this project include roadway design, drainage, permitting, signalization, signing/pavement markings, and roadway lighting. Final design services are underway with an anticipated completion of April 2018.

SE 31st Street Design and Right-of-Way (ROW) Mapping, Ocala, FL — Environmental scientist that assisted the County with the engineering and design of SE 31st Street from SE 19th Avenue to SR 464 to connect SE 31st Street to SR 464 and an appropriate four-lane roadway through the residences on SE 31st Street. This project was accomplished in two phases. Phase I involved a preliminary engineering and conceptual layout phase that determined the alignment of the roadway and the locations for the required stormwater treatment ponds. The second phase was authorized by Marion County and includes the preparation of final engineering plans and contract documents for construction and will include pursuing permits from the CSX Railroad and the St. Johns River Water Management District. Based on the significant growth occurring in southeast Marion County, this connection was needed more than ever to allow traffic to take advantage of SE 31st Street as a parallel arterial to SR464.

Fern Street Streetscape and Complete Streets Design, West Palm Beach, FL

Environmental scientist. Kimley-Horn provided civil engineering and landscape architectural design services for this project, which features complete street pedestrian and bicycle enhancements within portions of the Fern Street corridor between Tamarind Avenue and Flagler Drive in Downtown West Palm Beach. The design program includes curbside bioswale planters, pedestrian-level lighting, replacement of portions of existing sidewalk to remediate pedestrian hazards, restriping of the roadway to better organize parking and add a combination of dedicated bike lane and shared-use bicycle markings (sharrows), and decorative crosswalks.

Broadway Avenue and Adjacent Side Street Streetscape Improvements, Programmatic Categorical Exclusion, Kissimmee, FL — Environmental scientist.

Special Qualifications

- Has 28 years of experience conducting environmental studies and coordinating environmental permits related to transportation projects
- Extensive experience working with the U.S. Army Corps of Engineers (USACE), state permitting agencies, Florida Department of Environmental Protection (FDEP), and water management districts
- Responsible for the natural, social and physical environment data collection, analysis and documentation for more than 30 PD&E Studies
- Responsible for numerous projects that involved endangered and threatened species coordination and/or surveys
- Experience in environmental analysis, including freshwater ecosystems, marine ecosystems, and terrestrial habitats
- Responsible for NEPA documents (EIS, EA, FONSI documented Categorical Exclusions) for FDOT, FAA, and FTA

Professional Credentials

- Master of Science, Coastal Zone Management/Oceanography, Florida Institute of Technology
- Bachelor of Science, Marine Biology, Auburn University
- U.S. Army Corps of Engineers Wetland Delineator Certification (Jacksonville District)
- Gopher Tortoise Agent (Permit No. GTA-10-00008)
- Certified, Embry-Riddle Aeronautical University: Airport Wildlife Hazard Management Workshop
- Hazardous Materials Health and Safety Certification, Occupational Safety and Health Administration
- Society of Wetland Scientists

Relevant Experience continued

Kimley-Horn completed the programmatic categorical exclusion checklist and documentation for this Local Agency Program funded project. This project was part of the implementation of Phase II of the City of Kissimmee's Master Redevelopment Plan developed by the Community Redevelopment Agency (CRA). The CRA proposed to convert Broadway Avenue from a four-lane, divided roadway to a two-lane, divided roadway from Ruby Avenue to Drury Avenue. The project also includes streetscape improvements on the side streets of Stewart, Darlington, Monument, and Dakin Avenues and Sproule Street. Services included evaluating the site for wetlands, listed species and contamination involvement and completing the documentation to demonstrate that the project impacts were minor and could meet the requirements to categorically exclude the project from the National Environmental Policy Act. Because the project is located in historic downtown Kissimmee, coordination was required regarding the potential adverse effects to historic properties. We were able to demonstrate that there would not be an adverse effect.

Kings Highway Design and Construction, Vero Beach, FL — Environmental scientist responsible for obtaining the environmental resource permit and Section 404 dredge and fill permit for this 4.5-mile roadway widening project. Also prepared mitigation plans for the wetland impacts associated with College Lane (a side street leading from Kings Highway to Indian River Community College).

Midway Road (CR 712) Design and Reconstruction, FDOT District Four — Environmental manager responsible for environmental permitting for the reconstruction of Midway Road from a two-lane, rural roadway to a four-lane, divided urban roadway from west of South 25th Street to east of SR 5 (US 1), for a length of two miles. The project includes replacement of the existing bridge over the North Fork of the St. Lucie River (Aquatic Preserve and Outstanding Florida Water) and also includes retaining walls, drainage ponds, signing, lighting, signalization, landscaping, irrigation, and wetland mitigation. The corridor is within a historic area and our design will consider right-of-way impacts, impacts to parks and schools, concerns of White City residents, access management changes, flooding and environmental concerns, 4(f) properties, utilities and, possibly, decorative lighting within the historic limits.

Lennard Road PD&E Study, St. Lucie County, FL — Environmental task manager responsible for all data collection, data analysis, and environmental document preparation for the proposed widening and extension of this approximately four-mile roadway. The project includes evaluation of alternative corridors in the vicinity of the Savannas State Preserve Park and also includes extension of a majority of the road along undeveloped corridor. Several issues are associated with the project, including evaluating impacts to several listed species (gopher tortoise, bald eagle, sandhill crane, listed wading birds, wood stork, and Eastern indigo snake). Completed the Environmental Assessment and Finding of No Significant Impact for the project.

C-468 Widening from US 301 to CR 505, Sumter County, FL — Environmental scientist for the design and permitting for the milling, resurfacing, widening and re-construction of C-468 from an existing two-lane, undivided rural roadway to a four lane, divided urban roadway. The project limits are from US 301 to CR 505, approximately 1.9 miles. To minimize construction cost, the existing two-lanes of pavement were milled, resurfaced and overbuilt for a majority of the project. Portions of the project required re-construction. The project also included milling, resurfacing and widening approximately 0.4 miles of US 301 for turn lanes. The C-468 intersection with US-301 was re-configured as a T-intersection as a safety improvement. The disciplines involved in this project included roadway, drainage, temporary traffic control, signing and pavement markings and permitting. This project is being permitted through SWFWMD and FDOT.

SW 49th Avenue S Phase Preliminary Engineering Report, Marion County, FL — Environmental scientist for the Kimley-Horn team that evaluated alternative alignments of a proposed 2.6 mile four-lane roadway extension to support increasing development growth in southwest Marion County. The project included project traffic forecasting, pond siting analysis, engineering analysis, environmental analysis, geotechnical analysis, utility coordination, cost estimates, alternatives analysis, and significant public involvement. Project included significant coordination with Marion County, Board of County Commissioners, Ocala/Marion TPO, community stakeholders, and the public. The project was complete in February 2018 and Kimley-Horn will be preparing design plans for the recommended alternative.

SW 49th Avenue/SW 40th Avenue, Phases 2 and 3, Marion County, FL — Environmental scientist. Kimley-Horn was retained to provide full design and permitting services for SW 49th Avenue/SW 40th Avenue, Phases 2 and 3. Kimley-Horn provided full surveying services, environmental field work, full roadway design, permitting services, and bid administration. The project is a four-lane divided highway with two signalized intersections just west of I-75 that will provide an important north-south collector roadway in this part of Marion County. As part of our services, Kimley-Horn will present the final design plans at a public meeting and to the Board of County Commissioners. Value is being added by Kimley-Horn's suggestion that horizontal and vertical curvature be designed for a higher design speed so that in the future if the County elects to perform a speed study and raise the speed limit, the roadway design will support it.

Transportation/Traffic

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Relevant Experience

Martin County Continuing Transportation Engineering Services, Martin County, FL

Project manager. In 2011, Kimley-Horn was selected by the Martin County Board of County Commissioners for a continuing service contract for engineering services related to transportation design and studies. Our services include roadway design, signal design, bridge design, traffic studies, and streetscaping. Specific work orders under this contract include:

- ***Bridge Road Corridor Improvements, Hobe Sound, FL.*** Kimley-Horn evaluated corridor improvements along the Bridge Road between US 1 and SR A1A. The Bridge Road corridor is a commercial corridor in the Hobe Sound CRA. The corridor improvements included urban streetscape design elements, parking alternative configuration evaluations, evaluations relative to undergrounding the existing franchise utility services, development of illustrative concept plans, construction cost estimating, and public workshop presentations. Based on the community's positive response to the conceptual corridor plans, this project is scheduled to move into construction document development in 2012.
- ***Bridge Road Design, Hobe Sound, FL.*** With the evaluation of the Bridge Road corridor complete, Kimley-Horn is now working on the roadway and drainage design and permitting elements of this project.

CR 707 Sidewalk Project - Phase I and Phase II, Martin County, FL — Project manager for the development of construction documents that provided for pedestrian improvements along CR 707 between N.E. Eleanor Avenue and N.E. Palmer Street. The design consisted of transitioning CR 707 within the existing right-of-way to provide space to construct the proposed sidewalk improvements, introduction of raised landscape islands to improve access management, and drainage improvements to address stormwater runoff from the corridor. Kimley-Horn successfully met the County's challenging project schedule having project design documents completed within 30 days of notice to proceed.

Monterey Road Design, Stuart, FL — Project engineer on the Kimley-Horn team contracted by Martin County to expedite the design of approximately 1.5 miles of Monterey Road (SR 714). The improvement entailed designing a four-lane roadway that would be consistent with the approved PD&E study conducted by FDOT that was accepted by the Martin County Metropolitan Planning Organization. The nature of the work included roadway design, storm sewer design retention calculations, offsite drainage, coordination with the Martin County Airport Authority, landscaping design, and lighting design. The project is currently under design and nearing completion. Anticipated construction date is 2006 as programmed by the Martin County MPO.

Railroad Avenue Corridor Improvement Project, Martin County, FL — Project manager. Kimley-Horn was tasked with developing improvements that would increase access to the existing numerous commercial land uses along the corridor, address water quality discharges, safely address the handling and disposal of the existing contaminated soils from within the corridor, improve potable water service, and design a xeriscape landscape plan that will improve the aesthetics of the corridor all within a defined project budget from inception.

Special Qualifications

- Has 22 years of experience related to transportation design projects, including roadway geometric design, hydrologic and hydraulic analyses, plans preparation, and bridge hydraulics
- Has performed drainage designs and provided solutions for transportation, aviation, residential, and retail projects
- Stormwater management experience includes hydrological and hydraulic analysis on drainage basins and floodplains from 10 to 50,000 acres, floodway analysis on Federal Emergency Management Agency (FEMA) regulated floodways, and bridge hydraulic backwater analysis for numerous Florida Department of Transportation (FDOT) structures

Professional Credentials

- Bachelor of Science, Environmental Engineering, University of Central Florida
- Professional Engineer in Florida, #56939
- American Society of Civil Engineers (ASCE), Member
- California Water Environment Association, Member
- Toastmasters International

Relevant Experience continued

CR 707/Dixie Highway Roadway Improvements and Streetscape Design, Stuart, FL — Project manager. Kimley-Horn prepared construction documents to support the development of the Rio Town Center Streetscape. The existing two-lane rural roadway was visualized to be reconstructed into a two-lane, divided urban corridor with on-street parking, a community featured roundabout to accommodate a future art installation, 10-foot-wide sidewalks along either side, landscaping/hardscape improvements, and street lighting. The corridor will serve as the backbone of the Rio Town Center master development plan. Consulting services included construction document development, agency permitting, public involvement workshops, coordination with franchise utility operators to support undergrounding of overhead utilities, and post-design construction phase services. Roadway construction was completed in June 2012, and we completed the design for the sidewalk improvements in 2014.

Aviation Boulevard Improvements (43rd Avenue to US 1), Vero Beach, FL — Project manager on the Kimley-Horn team for the 3.1 miles of streetscape roadway improvements. Our services on this project included topographic survey, right-of-way mapping, roadway design, signal design, public involvement and stormwater design. This project required extensive permitting with FEC railroad, SJRWMD, IRFWCD, ACOA, FAA, IRCO, the City, and property owners along the corridor.

Lakefront Park Redevelopment, Kissimmee, FL — Project manager on Kimley-Horn team that provided roadway improvements and site civil improvements for the Lakefront Park Redevelopment Master Plan. The scope of services included roadway design, drainage design, signing and pavement markings plans, lighting design, landscape design, hardscape design, planning, environmental consulting and permitting, and utility design for the roadway improvements within the Lakefront Park Redevelopment. The project also included site civil construction documents, utility design, and structural design to support the implementation of the approved Lakefront Park Redevelopment Master Plan Phase II Improvements.

66th Avenue/41st Street Bridge Replacement, Vero Beach, FL — Project manager for the Kimley-Horn team that provided survey, roadway design, structural design and permitting services to replace the existing two-lane vehicular bridge on 41st Street and improve the 66th Avenue/41st Street intersection to provide auxiliary turn lanes on all intersection approaches. The bridge was designed as a three-lane structure with the option of expanding to a five-lane structure should the future need arise. The challenging components associated with this project related to addressing the significant grade change required to meet Indian River Farms Water Control District criteria, while designing the bridge structure and associated roadway improvements to have a minimal impact on the water control district's canal system.

Miscellaneous SR A1A and CR 510 Roadway Improvements, Indian River County, FL — Project manager involved in the design of seven separate auxiliary turn lane improvements to SR A1A and three auxiliary turn lane improvements to SR 510. The improvements were developed with the County based upon their capacity related benefits. The scope of services included survey, roadway design, wetland impact mitigation, and permitting. Due to the varied locations associated with the projects, multiple permit applications were made to SJRWMD and FDOT. This project required extensive coordination with Indian River County Public Works Department, SJRWMD, Indian River Mosquito Control, and FDOT.

Old Boynton Road/Congress Avenue Intersection Improvements, Boynton Beach, FL — Project engineer for roadway improvements at the intersection of Old Boynton Road and Congress Avenue. Responsible for drainage design, roadway design, and permitting.

Darwin Boulevard Roadway and Drainage Improvements, Port St. Lucie, FL — Member of the Kimley-Horn team retained by the City of Port St. Lucie to provide engineering design services associated with the roadway and drainage improvements for Darwin Boulevard from S.W. Port St. Lucie Boulevard to Landale Boulevard. Darwin Boulevard used to pond water during heavy storms. The prolonged water on the pavement was deteriorating the asphalt and causing the roadway surface to fail. The project included conducting permit research at SFWMD; obtaining a full topographic survey of the 100-foot right-of-way; evaluating the existing drainage patterns for the corridor; analyzing the existing drainage structures; adding two turn lanes at an elementary school entrance and a proposed sidewalk along the south side of the corridor; and providing geotechnical evaluation, permitting, and roadway and drainage construction plans. The construction plans were prepared for 4,100 feet of the corridor.

Adam Kerr, P.E.

Transportation/ Traffic

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Special Qualifications

- Has 16 years of experience in transportation planning and traffic engineering gained through a variety of transportation planning projects, including traffic impact analyses, Florida Department of Transportation (FDOT) action plan analysis, developments of regional impact (DRIs), data collection coordination, and computer modeling
- Experience in traffic signal design across multiple jurisdictions in Florida
- Experienced in development of regional impact (DRI) analysis and project management throughout the state
- Proficient in highway capacity software, Synchro, Florida Standard Urban Transportation Model System (FSUTMS) traffic modeling

Professional Credentials

- Bachelor of Science, Civil Engineering, Clemson University
- Professional Engineer in Florida, #64773
- Professional Engineer in Alabama, #35546
- Congress for the New Urbanism
- President – Palm Beach Planning Congress

Relevant Experience

Worth Avenue Restoration Project, Palm Beach, FL — Provided traffic engineering expertise for this roadway beautification project along one of the Town's most prestigious roadways. The project included the construction of a new roadway section, replacement and modification of various underground utilities, replacement of sidewalks with decorative tabby concrete, and the introduction of many landscaping and architectural elements throughout the corridor.

Boynton Beach Boulevard Design from East of I-95 to US-1, Boynton Beach, FL Project engineer providing design services for this multi-stage project in the City of Boynton Beach. The design improvements to the project area (east of I-95 to US-1) include landscape architecture enhancements and Complete Streets features. Design features include narrowed lanes and expanded sidewalks to encourage pedestrian mobility and landscape/hardscape upgrades within the corridor. Our services include roadway and landscape design; signing and marking; signal plans; lighting; traffic analysis; utility coordination; permitting assistance; and public involvement services.

Glades Road and Butts Road Intersection Improvements, Boca Raton, FL — Traffic engineer for design of a signal replacement and second southbound turn lane on Butts Road at the intersection of SR 808/Glades Road as part of our countywide miscellaneous services contract for Palm Beach County. Kimley-Horn's services included signal plans and design to replace the existing mast-arm assembly, signing and pavement marking plans, roadway and intersection design, drainage design, and environmental permitting with South Florida Water Management District and Lake Worth Drainage District.

Greenacres Transportation Element – Comprehensive Plan Amendment, Greenacres, FL — Project engineer. Kimley-Horn performed the update to the Transportation Element for the City of Greenacres Comprehensive Plan. The WPBUSA FSUTMS planning model was used to forecast future traffic conditions in order to determine future roadway levels of service. The WPBUSA FSUTMS planning model was modified to determine the short- and long-range needs for the City roadway network and identify mitigation measures. Kimley-Horn also provided direction to the City regarding its designation of future motorized and non-motorized traffic circulation systems with the improvement to those existing systems throughout the City of Greenacres.

Jupiter Inlet Colony Neighborhood Rehabilitation, Jupiter Inlet Colony, FL Project engineer. Kimley-Horn is providing construction management/engineer of record services for the Jupiter Inlet Colony Neighborhood Rehabilitation. The project consists of a new gravity sewer system and lift station; replacement of existing cement asbestos potable water main; a new stormwater drainage system consisting of 5,500 linear feet of exfiltration trench; and roadway reconstruction. This project is a joint project (developed through an Interlocal Agreement) between the Loxahatchee River District (sewer authority), the Village of Tequesta (water utility), and Jupiter Inlet Colony. Tom was instrumental in getting two grants from the FDEP and SFWMD totaling \$825,000, which will assist in offsetting the total assessment amount paid by the residents for these improvements.

Kings Highway (SR 713) from Okeechobee Road (SR 70) to US 1 (SR 5) PD&E Study, FDOT District Four — Project engineer. Kimley-Horn performed a PD&E study to widen an existing two-lane roadway to a four- or six-lane divided roadway. This 10-mile project

Relevant Experience continued

included all environmental and engineering reports necessary to evaluate alternative corridors and alternative alignments within the selected corridor. The project also included public information meetings and public workshops with local residents and elected officials. Additional services included the preparation of a detailed concept plan, right-of-way maps, and a pond siting report to determine additional right-of-way needs.

Lyons Road from Clint Moore Road to Atlantic Avenue, Boca Raton, FL — Project engineer. As a subconsultant to another firm, Kimley-Horn provided structural design for a new bridge, utility coordination, coordination with Lake Worth Drainage District, and permit coordination services for roadway construction and improvements for Lyons Road. The project resulted in plans for a four-lane divided typical section with provisions for an ultimate six-lane section for Clint Moore Road to Linton Blvd. and a five-lane section from Linton Blvd. to Atlantic Avenue.

Wiles Road Design from Riverside Drive to Rock Island Road, Broward County, FL — Project engineer for complete contract plans for the widening of Wiles Road to a 6-lane divided urban arterial from Riverside Drive to Rock Island Road. One of the major accomplishments of this segment's design was to work with all stakeholders to avoid issues related to private property impacts given the narrow corridor and proximity of private features. Another major accomplishment was an innovative drainage solution that added new outfalls through City owned property to an existing undersized drainage system to avoid reconstructing the entire Wiles Road system. We coordinated closely with the County to tackle issues related to the narrow areas of the corridor, including a balance between traffic lane, sidewalk and bike lane widths. This segment had grant funding from FDOT and the improvements included roadway design, Complete Streets design, drainage, lighting, landscaping, irrigation, bicycle lanes, signalization, utility coordination, permitting coordination with the City of Coral Springs and detailed traffic control plans. The project required extensive landscape plans and coordination to resolve issues related to private landscape encroachments into County right of way. Our team provided tree mitigation permit services and coordinated with both County and City forester. We incorporated the Broward Complete Streets guidelines on this project (also prepared by Kimley-Horn), which were endorsed by the Broward MPO.

Boca Raton Continuing Traffic Engineering Services, Boca Raton, FL — Transportation engineer for traffic engineering review services on an ongoing basis. Services include review of traffic concurrency studies, parking studies, and technical deviation requests. Kimley-Horn has reviewed traffic and parking studies for a large student housing complex proposed to serve Florida Atlantic University students, a redevelopment of the Glades Plaza Shopping Center, and the redevelopment of a convenience store along Glades Road. Also provides assistance to City staff, meets with applicants, and supports City staff at public hearings.

General Traffic Services, Jupiter, FL — Project manager responsible for the preparation of reviews and comments of traffic studies and site plans as part of the Town's development review process. Performed a study to determine the effects of adding the Bush Road connector. Prepared signal design plans and specifications package for the traffic signal at Toney Penna Drive and Pennock Lane.

Lake Worth Comprehensive Plan Transportation Element Update, Lake Worth, FL — Project manager for the Kimley-Horn team currently working to update the Transportation Element of the City of Lake Worth's Comprehensive Plan. As part of this process, we are revising the goals, objectives, and policies to incorporate Complete Streets principles; conducting a comprehensive City-wide parking analysis; and coordinating with future transit providers. We are collecting up-to-date traffic data on City streets to accurately provide a Data Inventory Analysis, short- and long-range projections, and a detailed map series outlining vehicular volumes, transit routes, and bicycle/pedestrian facilities.

City of Miramar Continuing Engineering Services, Miramar, FL — Lead traffic engineer providing on call traffic engineering services. Areas of assistance include review of traffic impact analyses and parking studies specific to development applications. Additional services include involvement as a member of the City of Miramar's land development staff to provide traffic and transportation input to the Planning and Zoning Board and the City Commission for traffic operation issues and proposed development site plans.

US 1 Corridor Modification Study, Delray Beach, FL — Prepared an analysis of conditions prior to and after a lane reduction on a major corridor through Delray Beach, Florida. Aspects of the study included traffic volumes at intersections and generally along the corridor, speeds, and accident data. The corridor study was part of a larger project which analyzed the qualitative effects of decreased number of travel lanes, increased sidewalk width, and increased landscaping. The project involved extensive public coordination with the City of Delray Beach, the Florida Department of Transportation, and the Delray Beach Community Redevelopment Association.

Stephanie Kinlen, P.E.

Transportation/Traffic

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Special Qualifications

- Has five years of experience as a civil analyst
- Software experience includes AutoCAD, HCS+, and Synchro
- Experienced in conducting traffic operational analyses, signal warrant analyses, all-way stop warrant analysis, and parking studies

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, #84302
- Palm Beach County Planning Congress

Relevant Experience

Hollywood US 1 Corridor Study, Hollywood, FL — Project analyst of the Kimley-Horn team selected to design a new cross section for a portion of US 1 that would allow for wider medians, improved sidewalk plantings, and extended medians to control access and improve safety through the corridor. In order to accomplish the City's goals for the corridor, Kimley-Horn worked with FDOT to designate this section of the road under their Transportation Design for Livable Communities (TDLC) program. The TDLC designation allows for a more advantageous horizontal clearance that will allow for larger trees to be planted closer to the curbs and paves the way for allowing the design speed of the corridor to be lowered to match the designated speed, which will allow for a typical section to be approved with narrower drive lanes. Kimley-Horn also presented traffic and crash data analysis to determine where medians could be extended throughout the corridor, allowing for more landscape space in medians and creating less crossing turning movements through the corridor for safety. Renderings of proposed development scenarios were worked through with City staff for use in upcoming public presentations.

SR A1A Complete Streets Design, Hollywood, FL — Project analyst on the Kimley-Horn team serving the City of Hollywood to determine the feasibility of reducing the number of travel lanes and incorporate Complete Streets elements within the corridor. The concept plans included a reduction of speed, improving safety for vehicles, pedestrians, and bicyclists; wider sidewalks, buffered bicycle lanes, and designated loading zones; and improved street furniture, landscaping, and signage.

Lake Worth Comprehensive Plan Transportation Element Update, Lake Worth, FL Project analyst for the Kimley-Horn team serving the City of Lake Worth to provide an update to the transportation element of their comprehensive plan. Updated existing traffic data and map series, and analyzed goals, objectives, and policies updates to address deficiencies in the current plan.

Canyon District Park, Boynton Beach, FL — Project analyst. Kimley-Horn is providing civil engineering, traffic engineering, and environmental services for this new county park development for Palm Beach County. This development of this park will generally consist of the addition of new baseball and softball fields, flex-play multi-purpose fields, basketball courts, volleyball courts, picnic areas, and a playground. The loop road and stormwater design of the project will be critical to the development of this two-phase project to allow for immediate use of some of the amenities and the subsequent development of the second phase.

Federal Highway/Dixie Highway One-Way Pair, Boca Raton, FL — Project analyst for the Kimley-Horn team performing traffic data analysis and determining future traffic volumes of Boca Raton's downtown area. The team will develop estimated 2040 volumes for the proposed roadways and modify signal timing patterns to reflect conditions. The team will also prepare graphics depicting an overall system map, before and after conditions, construction typical sections, Complete Streets features, and benefits based on forecasted volumes.

Boynton Beach Gateway Enhancements and Welcome Signage, Boynton Beach, FL Project analyst. Kimley-Horn provided landscape architecture, structural engineering, signage design, construction plans preparation, and construction observation services to

Relevant Experience continued

design and construct two “Welcome to Boynton Beach” signs. One sign is located at the north city limits along Federal Highway (just west of Ocean Inlet Drive) and another sign at the south city limits in the median of Federal Highway (just north of Gulfstream Blvd). These beautification and general improvements are part of Boynton Beach CRA’s overall plan to improve the City’s aesthetic and provide enhanced gateways into the community. The signs were installed in January 2016.

Boynton Beach Town Square Redevelopment and Infrastructure Improvements, Boynton Beach, FL — Project analyst. A small public school was built in the growing town of Boynton Beach in 1897 — and quickly outgrew it. In 1900, the town built a new school and following its incorporation in 1920, a bond was passed to build a new high school, which was designed by renowned architect William Manly King. The building retains important architectural design elements including the original gymnasium wooden floors. After the old high school spent the past three decades vacant, the City and CRA undertook a renovation project for this historic structure as part of a larger ‘Town Square’ public and private partnership effort. The building’s renovation is nearing completion. As lead engineering designer, Kimley-Horn is responsible for civil engineering design as it relates to stormwater infrastructure and utility improvements, along with miscellaneous consulting services on an as needed basis.

Delray Square Plaza Redevelopment, Delray Beach, FL — Project analyst. Kimley-Horn is providing a full array of consulting services for the existing Delray Square Plaza located at the corner of Atlantic Avenue and Military Trail in Delray Beach. The redevelopment of the 35-acre site consists of the relocation of the Publix grocery store, construction of new retail spaces and two new outparcels, and the reconfiguration of the existing parking areas. Kimley-Horn was responsible for developing the site layout, stormwater and drainage design (StormTech underground chambers), and utility and grading design. Juliana also aided the project manager with obtaining approvals from the South Florida Water Management District (SFWMD), City of Delray Beach, Lake Worth Drainage District (LWDD), Palm Beach County Health Department, and the Florida Department of Transportation (FDOT) for turn lane design and permitting. The project team was also responsible for site planning and site plan processing with the City of Delray Beach, and landscape architecture services, and is currently providing construction phase services.

City of Belle Glade Comprehensive Plan, Belle Glade, FL — Project analyst. Kimley-Horn worked with the City of Belle Glade on the review and update of the City’s Comprehensive Plan based on the evaluation and appraisal report also prepared by Kimley-Horn. Kimley-Horn completed the community review, preliminary land use and population analysis and a review of the current Goals, Objectives, and Policies as they relate to growth management changes, consistency across the various elements, and clarification of terms/strategies.

Boynton Beach Police Headquarters - Phase 1 Design, Boynton Beach, FL — Project analyst. Kimley-Horn was retained by a local contractor to assist the City of Boynton Beach in conducting a Spatial Needs Assessment, develop a master plan, and design a Police Headquarters at a site on High Ridge Road. As part of the design team, we will develop 30% and 75% documents civil engineering needs, traffic assessment, and landscape architectural services.

Boynton Trail Center, Boynton Beach, FL — Project analyst providing site planning and developmental services for this site located on the northeast corner of Boynton Beach Boulevard and Military Trail. Approximately 15,500 square feet of mixed retail was demolished to construct the most recent phase of work for this project. Per professional recommendation, the project is proceeding in three phases: Phase 1 — a zoning administrative amendment to vest and permit the building shown at the far corner of the intersection (previously occupied by wet retention area) and depict on the site plan the limits of a central stormwater lake that is currently shown on the plans, modified to reflect what can be permitted for the center; Phase 2 — a zoning administrative amendment for the Goodwill scope of site plan changes; and Phase 3 — addressing the remainder of the master plan with new retail buildings. Kimley-Horn is completing the stormwater management calculations in conjunction with SFWMD and PBCLD criteria.

60-Acre Site Traffic Impact Analysis, West Palm Beach, FL — Optimized Palm Beach County signal timing along Southern Boulevard for arterial analysis and recommended future intersection improvements.

Tricia Richter, PLA, ASLA

Landscape Architecture

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Relevant Experience

Town Hall Square Streetscape and Infrastructure Improvements, Palm Beach, FL

Landscape architect for Kimley-Horn, retained by the Town of Palm Beach for this historic fountain restoration and roadway beautification project within the heart of the Town's commercial corridor. Phase I of the project included the restoration of the Mizner Memorial Fountain constructed in 1929. Phase II of the project included streetscape improvements consisting of landscaped nodes, decorative pedestrian crossings, updated urban park landscaping that creates a public gathering area in the median of a roadway where the fountain feature resides, modification of various underground utilities, replacement of sidewalks with decorative tabby concrete, and the introduction of many landscaping and architectural elements throughout the area.

Altamonte Springs Gateway Drive Extension Final Design, Altamonte Springs, FL

Landscape analyst on the Kimley-Horn team that provided design, permitting, bidding support, and construction phase services for the Gateway Drive Extension project. This project involved the new construction of approximately one mile of four-lane, divided urban roadway from east of Forest City Road to Keller Road. It also included construction of a new two-lane, urban roadway and widening for auxiliary lanes along Maitland Boulevard and Keller Road. The disciplines involved in this project included roadway, drainage, floodplain, utilities, traffic control, signing/pavement marking, signalization, structural, landscaping, permitting and right-of-way-mapping. This project was permitted through Seminole County, SJRWMD, USACE, FDEP, FEMA, FDOT, and the City of Maitland.

Miramar Parkway Streetscape from SW 64th Avenue to SW 68th Avenue, Miramar, FL

— Landscape architect for this FDOT LAP funded project that involves roadway, landscape, irrigation, and lighting improvements on Miramar Parkway. Additional project improvements include bicycle lanes, drainage modifications, landscaping, lighting, hardscaping, driveway apron regrading, sidewalk replacement, ADA improvements at the intersections, and a mid-block pedestrian crossing/emergency signal modification.

Boynton Beach Boulevard Design from East of I-95 to US-1, Boynton Beach, FL

Landscape architect providing design services for this multi-stage project in the City of Boynton Beach. The design improvements to the project area (east of I-95 to US-1) include landscape architecture enhancements and Complete Streets features. Design features include narrowed lanes and expanded sidewalks to encourage pedestrian mobility and landscape/hardscape upgrades within the corridor. Our services include roadway and landscape design; signing and marking; signal plans; lighting; traffic analysis; utility coordination; permitting assistance; and public involvement services.

SW 67th Avenue Design, Davie, FL — Landscape architect for an extension of the Town's existing roadway from NW 41st Court south to Orange Drive. The expansion provided approximately 1,400 linear feet of a new 2-lane roadway that included roadway swales and exfiltration trench for drainage. Along with the roadway and drainage improvements, the project included an 8-foot-wide sidewalk addition to improve pedestrian and equestrian traffic through the Town. Once completed the project will provide additional access to the area schools and help alleviate the traffic on Davie Road extension.

Fern Street Streetscape and Complete Streets Design, West Palm Beach, FL

Landscape architect, civil engineering and landscape architectural design services for

Special Qualifications

- Six years of experience with landscape design, construction document preparation, and in preparing presentation graphics
- Has developed landscape architectural plans at over 65 cell tower sites in Florida

Professional Credentials

- Bachelor of Landscape Architecture, Landscape Architecture, University of Florida
- Professional Landscape Architect in Florida, #LA6667244
- American Society of Landscape Architects (ASLA)

Relevant Experience continued

this project, which features complete street pedestrian and bicycle enhancements within portions of the Fern Street corridor between Tamarind Avenue and Flagler Drive in Downtown West Palm Beach. The design program includes curbside bioswale planters, pedestrian-level lighting, replacement of portions of existing sidewalk to remediate pedestrian hazards, restriping of the roadway to better organize parking and add a combination of dedicated bike lane and shared-use bicycle markings (sharrows), and decorative crosswalks.

Las Olas Boulevard Corridor Improvements, Fort Lauderdale, FL — Landscape architect. Kimley-Horn is providing preliminary design, evaluation, and due diligence services for this mixed-use project for the City of Fort Lauderdale Community Redevelopment Agency. The project consists of the redevelopment of several pieces of City property from existing surface parking lots to a new multi-story parking garage; active park and plaza areas; and general open space to enhance the pedestrian and beachgoer experience in the Fort Lauderdale beach area. Las Olas Boulevard is being improved to provide a "Complete Streets" design to better connect the shops, restaurants, and other businesses with the new Oceanside Plaza on the south side of Las Olas Boulevard. The design of Oceanside Plaza includes space for special events such as festivals and concerts; play areas for children; and a convenient porte-cochere drop off. Kimley-Horn is providing the initial site civil engineering design, roadway design, permitting coordination, stormwater, utility, franchise utility coordination, and other services.

SR A1A Complete Streets Design, Hollywood, FL — Landscape architect of the Kimley-Horn team serving the City of Hollywood to help reduce the number of travel lanes and incorporate Complete Streets elements within the corridor between Hollywood Boulevard and Sheridan Street. The concept plans will include a reduction of speed, improving safety for vehicles, pedestrians, and bicyclists; wider sidewalks, buffered bicycle lanes, and designated loading zones; and improved street furniture, landscaping, and signage. The team will also provide traffic signal/roundabout analysis, driveway access review, emergency vehicle access review, meetings and coordination, and permitting services. Part of the project includes preparation of pilot plans/temporary implementation construction plans (to be permitted from FDOT) to allow the public to experience the lane reduction on a trial basis to test its effectiveness prior to making it permanent.

Boynton Beach Gateway Enhancements and Welcome Signage, Boynton Beach, FL — Landscape architect. Kimley-Horn provided landscape architecture, structural engineering, signage design, construction plans preparation, and construction observation services to design and construct two "Welcome to Boynton Beach" signs. One sign is located at the north city limits along Federal Highway (just west of Ocean Inlet Drive) and another sign at the south city limits in the median of Federal Highway (just north of Gulfstream Blvd). These beautification and general improvements are part of Boynton Beach CRA's overall plan to improve the City's aesthetic and provide enhanced gateways into the community. The signs were installed in January 2016.

15th Street Streetscape, West Palm Beach, FL — Landscape architect. Kimley-Horn is currently developing plans for streetscape improvements for 15th Street in West Palm Beach. This streetscape features a full complement of Complete Street elements, such as dedicated bike lanes, on street parking, improved accessibility, street furnishings, and new landscaping. The bike lanes are emphasized with a green performance asphalt coating. The street also features new bulb-out islands to help better define and organize parking as well as act as percolating bioswales that will take in stormwater from the existing gutter.

Clematis Streetscape Improvements, West Palm Beach, FL — Landscape architect. Kimley-Horn is providing landscape architecture and civil engineering services as part of the team designing improvements to the 300 block of Clematis Street in downtown West Palm Beach. In partnership with the City, the team conducted public outreach so residents and visitors. After several public input meetings with Clematis Street merchants, other area merchants, stakeholders, residents and visitors, the City Commission voted to implement recommendations from the award-winning design team.

Historic Miramar Complete Streets, Miramar, FL — Landscape architect for the development of design concepts and a phasing plan for the City to implement their Complete Streets vision utilizing a Broward County Redevelopment Program grant. Opinions of probable construction cost were developed in support of the phasing plan, along with a narrative detailing the design and cost differences between the initial grant application and current anticipated construction pricing. The Complete Streets improvements, designated for the 255-acre project area, include 7 miles of sidewalk improvements with accessible ramps and crosswalks, potential biking facilities, decorative crosswalk treatments, street trees, sodded swale improvements, irrigation, and pedestrian level lighting.

Jonathan Haigh, PLA, ASLA

Landscape Architecture

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Relevant Experience

24th and 25th Street Improvements, West Palm Beach, FL — Landscape architect for the Kimley-Horn team retained by the City of West Palm Beach to provide streetscape improvements in the Northwood neighborhood area. This project is a joint effort between the City of West Palm Beach and the West Palm Beach Community Redevelopment Agency (CRA) to reconstruct each of the two-lane roadways with on-street parallel parking on both sides, thus creating a main street through the District. The project included extensive landscape and hardscape plans, renderings, decorative street lights, drainage, signing and marking, and traffic control plans; 24th and 25th streets were also designated as SR 5 and are owned and maintained by the Florida Department of Transportation (FDOT). Therefore, permitting and close coordination with FDOT were necessary. Due to local agency participation, funding was provided by state and federal governments.

Altamonte Springs Gateway Drive Extension Final Design, Altamonte Springs, FL Landscape architect on the Kimley-Horn team that provided design, permitting, bidding support, and construction phase services for the Gateway Drive Extension project. This project involved the new construction of approximately one mile of four-lane, divided urban roadway from east of Forest City Road to Keller Road. It also included construction of a new two-lane, urban roadway and widening for auxiliary lanes along Maitland Boulevard and Keller Road. The disciplines involved in this project included roadway, drainage, floodplain, utilities, traffic control, signing/pavement marking, signalization, structural, landscaping, permitting and right-of-way-mapping. This project was permitted through Seminole County, SJRWMD, USACE, FDEP, FEMA, FDOT, and the City of Maitland.

Boynton Beach Boulevard Design from East of I-95 to US-1, Boynton Beach, FL Landscape architect providing design services for this multi-stage project in the City of Boynton Beach. The design improvements to the project area (east of I-95 to US-1) include landscape architecture enhancements and Complete Streets features. Design features include narrowed lanes and expanded sidewalks to encourage pedestrian mobility and landscape/hardscape upgrades within the corridor. Our services include roadway and landscape design; signing and marking; signal plans; lighting; traffic analysis; utility coordination; permitting assistance; and public involvement services.

Mowry Drive Roadway Improvements, Homestead, FL — Landscape architect for the Kimley-Horn team. This project consists of widening and resurfacing the existing two-lane road from SW 152nd Avenue to SW 157th Avenue in Homestead. The project includes landscape and hardscape plans, renderings, decorative street lights, drainage, signing and marking, and traffic control plans. Also designed a new irrigation system.

Washington Avenue Roadway Improvements, Phase II, Homestead, FL — Landscape architect for the Kimley-Horn team. This project consists of widening the existing two-lane road from NE 2nd Street to NE 8th Street in downtown Homestead. The project includes landscape and hardscape plans, renderings, decorative street lights, drainage, signing and marking, and traffic control plans. Also designed a new irrigation system.

SW 67th Avenue Design, Davie, FL — Landscape architect for an extension of the Town's existing roadway from NW 41st Court south to Orange Drive. The expansion provided approximately 1,400 linear feet of a new 2-lane roadway that included roadway swales and exfiltration trench for drainage. Along with the roadway and drainage improvements, the

Special Qualifications

- Has 23 years of experience as a practicing professional landscape architect
- Skilled designer with park-related project experience throughout the Southeast United States: eight community parks of 60 acres and greater, more than 20 passive parks of varying size, and more than 50 miles of dedicated greenways
- Contributed, managed, and/or produced seven recreation master plans in five different states
- Directed the preparation of park-related construction drawings, detailing, and specifications
- Experienced in applying a practical and budget-friendly, yet creative design approach to each project
- Proficient in applying sustainable principles in project design and incorporating the design of Florida-friendly landscapes and water-efficient irrigation systems

Professional Credentials

- Bachelor of Landscape Architecture, Landscape Architecture, University of Arkansas
- Professional Landscape Architect in Florida, #6666795
- American Society of Landscape Architects (ASLA), Past President
- Florida Recreation and Parks Association

Relevant Experience continued

project included an 8-foot-wide sidewalk addition to improve pedestrian and equestrian traffic through the Town. Once completed the project will provide additional access to the area schools and help alleviate the traffic on Davie Road extension.

Fern Street Streetscape and Complete Streets Design, West Palm Beach, FL — Project manager and landscape architect, civil engineering, and landscape architectural design services for this project, which features complete street pedestrian and bicycle enhancements within portions of the Fern Street corridor between Tamarind Avenue and Flagler Drive in Downtown West Palm Beach. The design program includes curbside bioswale planters, pedestrian-level lighting, replacement of portions of existing sidewalk to remediate pedestrian hazards, restriping of the roadway to better organize parking and add a combination of dedicated bike lane and shared-use bicycle markings (sharrows), and decorative crosswalks.

10th Avenue North/6th Avenue South Roadway Enhancement Project, Lake Worth, FL — Landscape architect for construction phase. Kimley-Horn developed a series of streetscape beautification guidelines, as well as private sector setback and building massing guidelines for the two primary east/west corridors connecting downtown Lake Worth to I-95. The project consisted of more than 8 miles of streetscape design guidelines, including landscape material, decorative lighting, street furniture, hardscape palette gateway features, intersection layouts, and special signage. The blocks abutting the roadways were studied to provide appropriate setbacks to maximize pedestrian usage along the corridor. Construction for 6th Avenue South was completed in December 2009, 10th Avenue North was completed in April of 2010.

Miramar Historic Downtown Revitalization, Miramar, FL — Landscape architect. The Historic Downtown Revitalization is a streetscape project on Miramar Parkway between SW 68th Avenue to SW 69th Way within the City of Miramar. The project improvements include landscaping, sidewalks, street lighting, ADA improvements at the intersections, and a mid-block pedestrian crossing. Additionally, SW 69th Way had minor flooding issues which were addressed during this project.

Miramar Parkway Streetscape from SW 64th Avenue to SW 68th Avenue, Miramar, FL — Landscape architect for this FDOT LAP funded project that involves roadway, landscape, irrigation, and lighting improvements on Miramar Parkway. Additional project improvements include bicycle lanes, drainage modifications, landscaping, lighting, hardscaping, driveway apron regrading, sidewalk replacement, ADA improvements at the intersections, and a mid-block pedestrian crossing/emergency signal modification.

Palmetto Park Road Improvements and Downtown Boca Raton Pedestrian Promenade, Boca Raton, FL — Landscape architect. For this retail district through the downtown area, Kimley-Horn provided full roadway and streetscape design and landscape architectural design to create a pedestrian friendly downtown with emphasis on a promenade connecting Plaza Real with Mizner Park. Intersections were redesigned to reduce pavement crossing width, minimize turn lanes, emphasize pedestrian crossings and modify signal timing to improve the pedestrian and downtown environment. Special emphasis was placed on providing an inviting pedestrian experience along retail businesses and providing on-street parking. Improvements include brick paved intersections, introduction of curbless streets along NE 1st Avenue, reconstruction of Boca Raton Road with an inverted crown roadway with wider sidewalks and on-street parking. Curbless streets were introduced to enable their use for special events when streets can be closed for fair events. Landscape and hardscape improvements include planter islands and wide brick paver sidewalks on both sides of the roadways. Improvements along Palmetto Park Road include construction of wider brick paver sidewalks, raised brick paver intersections, lighted bollards, and new decorative street lighting.

Delray Beach CRA, Continuing Landscape Architecture Services, Delray Beach, FL — Project manager and landscape architect. Kimley-Horn has been repeatedly selected to provide on-call landscape architecture services to the Delray Beach CRA. In our many years of work for the CRA, Kimley-Horn's multi-disciplined staff of planners, landscape architects, engineers, and environmental scientists collaborated on several projects to complete multi-phased projects for the CRA. These projects included various studies and development of concept plans that involved public involvement programs to build consensus within the community, along with successful collaboration between CRA and City staff. Kimley-Horn has successfully taken a variety of landscape architecture and streetscape design projects to the final design phase to help the City realize its vision.

Delray Beach CRA, Federal Highway (US 1) Interim and Final Enhancements, Delray Beach, FL—Landscape architect. Kimley-Horn was retained by the Delray Beach CRA to design permanent improvements to reduce north- and southbound US 1 (NE 6th Ave. and NE 5th Ave.) to two lanes each way and provide on-street parking on both avenues. The improvements encourage slower speeds and a safer, more pedestrian-friendly environment. The project included landscaping beautification and decorative, environmentally sensitive street lighting; irrigation design; bicycle lanes; and a new sense of continuity with the Downtown area with pavers and decorative crosswalks.

Stefano Viola, P.E.

Stormwater/Drainage

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Relevant Experience

Town Engineering Services, Miami Lakes, FL — Kimley-Horn is currently serving the Town of Miami Lakes as their Town Engineer. Miami Lakes has contracted with our firm to provide all aspects of engineering associated with the Town, including providing staff to fill the positions of Public Works Director and Stormwater Utility Director. Specific projects have included:

- **Lake Elizabeth Drainage Improvements.** Roadway restoration/resurfacing and drainage improvements in a residential community including new drainage outfalls and permitting. Our team located proposed drainage infrastructure to minimize impacts to existing utilities and adjacent properties. The project also included close coordination with residential property owners and careful maintenance of traffic to minimize impacts to the community.

Miscellaneous General Civil Engineering Services, Lauderhill, FL — Project engineer. Also provided utility coordination. Kimley-Horn is serving the City of Lauderhill on various roadway/traffic and related storm drainage projects. We have worked with the City on a series of roadway and drainage improvements projects in key areas throughout the City. Specifically involved with the Inverrary Boulevard Resurfacing project; assisting with design and permitting with Broward County and the City of Lauderhill.

Continuing Engineering Services, Miramar, FL — Project manager for Kimley-Horn's general civil engineering, traffic engineering, landscape architecture and park design consulting services to the City of Miramar on an ongoing basis. Areas of assistance include review of traffic impact analyses and parking studies specific to development applications, park design services for the Police Benevolent Association Civic Center Park Expansion, reclaimed water line design, water main design, and site civil engineering. Additional services include involvement as a member of the City of Miramar's land development staff to provide traffic and transportation input to the Planning and Zoning Board and the City Commission for traffic operation issues and proposed development site plans.

Roadway Resurfacing Program – Pavement Management System Update, Miramar, FL — Project engineer. Kimley-Horn was retained by the City of Miramar to update the City's Roadway Resurfacing Program. The program consists of a network level evaluation of pavements, comprising of the development of pavement inventory, roadway network definition, pavement condition surveys of approximately 195 centerline miles of roadway pavement, development of a PAVER pavement management database, development of list of capital needs to allow budgeting for the City's roadway resurfacing program.

General Services Contract, Aventura, FL — Project engineer. Kimley-Horn is currently providing general traffic engineering and transportation planning services to City staff as a subconsultant to another firm. Team duties include peer review of traffic impact and parking studies, site plan review, representation at public hearings, and signal design. Additional duties include comprehensive study of various proposed infrastructure modifications, including Aventura Mall access and circulation, William Lehman Causeway interchange justification, US 1 median closure, extension of Miami Gardens Drive (east of US 1/Biscayne Boulevard) and evaluation of potential railroad crossings.

Continuing Services Contract for Utilities and Infrastructure, Hollywood, FL — Project engineer. Kimley-Horn has been serving the City of Hollywood since 2011 on a variety of

Special Qualifications

- More than 12 years of engineering experience, including roadway restoration/resurfacing, drainage modeling, water/wastewater utility design, stormwater master planning, preparation of engineering drawings, permitting, and site/plan preparation and review
- Prior to joining Kimley-Horn, served as Sergeant in the United States Marine Corps for five years
- Experience with AutoCAD, WaterCAD, StormCAD, and Cascade

Professional Credentials

- Bachelor of Science, Civil Engineering, Florida International University
- Professional Engineer in Florida, #74655
- American Society of Civil Engineers (ASCE)
- Florida Engineering Society

Relevant Experience continued

utility and infrastructure projects including: South Park Road 16-inch Force Main Upgrade; Water Main Replacement Program 11-5110 – Hollywood Blvd. to Pembroke Road, I-95 to S. 26th Avenue; Water Main Replacement Program 12-5114 – Hollywood Blvd. to Pembroke Road, S. 26th Avenue to S. Dixie Highway; and 6-inch to 16-inch Water Main Replacement Program 14-5122 – Hollywood Blvd. to Moffett Street, U.S.1 to Intracoastal Waterway (Phase III). Kimley-Horn's services include design and preparation of construction documents, regulatory assistance, assistance with bid and award of the construction contract, and construction administration services.

Roadway, Traffic, and Stormwater Engineering Services, Lauderdale Lakes, FL — NW 37th Street and NW 33rd Avenue, Lauderdale Lakes, FL — Kimley-Horn is working with the City of Lauderdale Lakes under a general services contract to provide roadway, traffic, and stormwater improvements. To date, we have started several projects, including the NW 37th Street/NW 33rd Avenue project. Served as analyst responsible for the preparation of engineering drawings and the permitting process for this roadway enhancement project that also includes the addition of speed tables, walkway, and landscaping.

SW 67th Avenue Design, Davie, FL — Project manager for an extension of the Town's existing roadway from NW 41st Court south to Orange Drive. The expansion provided approximately 1,400 linear feet of a new 2-lane roadway that included roadway swales and exfiltration trench for drainage. Along with the roadway and drainage improvements, the project included an 8-foot-wide sidewalk addition to improve pedestrian and equestrian traffic through the Town. Once completed the project will provide additional access to the area schools and help alleviate the traffic on Davie Road extension.

Miami Lakes Downtown Phase I and II, and Lake Patricia Roadway/Drainage Improvement Projects, Miami Lakes, FL Project manager and provided permitting and construction phase services; also involved with preparation of construction documents and specifications. Kimley-Horn was involved with the design and permitting services to implement a large roadway and drainage improvement project located in Downtown Miami Lakes. The project area consisted of Bull Run Road from NW 67th Avenue south to Ludlum Road and Miami Lakeway North from NW 67th Avenue to Miami Lakes Drive. It also included Main Street and Meadow Walk from Bull Run to Miami Lakeway North. The capital project included approximately one mile of roadway restoration/resurfacing and drainage improvements in residential/business areas, curbing and sidewalk improvements, a new outfall pipe, swale restoration, signing and pavement markings, and site restoration. The drainage improvements consisted of approximately 3,000 linear feet of exfiltration trench, approximately 2,500 linear feet of HDPE piping, approximately 40 drainage structures and one outfall structure and headwall. Kimley-Horn also provided construction phase services to expedite the project, confirm the project was built in accordance with the design plans, and to minimize impacts to the community during construction.

Miami Lakeway North Resurfacing and Drainage Improvements, A Federally-Funded Design-Build Project, Miami Lakes, FL Project engineer and provided drainage design and utility coordination. Kimley-Horn helped the Town obtain more than \$600,000 in stimulus funding to construct this roadway and drainage improvement project that includes a portion of Miami Lakeway North between Celebration Point and Miami Lakes Drive and NW 153rd Street from Miami Lakeway North to NW 60th Avenue. The project included drainage system improvements such as new stormwater inlets, a new outfall connection, exfiltration trench for water quantity and quality treatment, new sidewalk, and new pavement markings and signage. Kimley-Horn also provided construction phase services to expedite the project and to confirm that the project was built in compliance with the design criteria.

Royal Palm Boulevard Improvements (Royal Palm Blvd. Bridge over Margate Canal), Margate, FL — Project engineer for the realignment of the roadway, east- and westbound left turn lanes, access management modifications, renovation of an existing bridge and medians, construction of pedestrian bridges, base enhancements, milling and resurfacing, providing new asphalt areas, swale improvements, drainage improvements, landscaping, irrigation, and lighting improvements. Also provided utility coordination. The work included design of a roadway bridge and two pedestrian bridges, roadway and turn lanes, drainage, signing and pavement markings, government agency approvals, coordinating with utility providers for adjustments and or relocations, preparing detailed quantity calculations and engineers estimates of probable costs, and providing resident project representation and incidental items.

Miramar Parkway Streetscape from SW 64th Avenue to SW 68th Avenue, Miramar, FL — Project manager for this FDOT LAP funded project that involves roadway, landscape, irrigation, and lighting improvements on Miramar Parkway. Additional project improvements include bicycle lanes, drainage modifications, landscaping, lighting, hardscaping, driveway apron regrading, sidewalk replacement, ADA improvements at the intersections, and a mid-block pedestrian crossing/emergency signal modification.

Carlos Florian, P.E.

Stormwater/Drainage

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Relevant Experience

Margate City Center Stormwater Master Permit, Margate, FL — Project engineer.

The Margate CRA selected Kimley-Horn to prepare a conceptual stormwater master plan for their 43.7-acre downtown area. The project area included a complete stormwater system re-design to incorporate the proposed development, which will include garden style apartments, townhomes, mid-rise condominiums, civic uses, and commercial developments. The project also included the preparation of a master drainage model (created using the ICPR software), an evaluation of the existing drainage system within this area, the creation of drainage basin delineations and maps, a complete hydraulic/hydrologic analysis of the area, and the proposed master conceptual drainage improvement plans. Kimley-Horn was successful in obtaining a new conceptual permit through the Broward County Surface Water Management Section, as well as a new conceptual ERP permit through the South Florida Water Management District.

SW 67th Avenue Design, Davie, FL — Project engineer for an extension of the Town's existing roadway from NW 41st Court south to Orange Drive. The expansion provided approximately 1,400 linear feet of a new 2-lane roadway that included roadway swales and exfiltration trench for drainage. Along with the roadway and drainage improvements, the project included an 8-foot-wide sidewalk addition to improve pedestrian and equestrian traffic through the Town. Once completed the project will provide additional access to the area schools and help alleviate the traffic on Davie Road extension.

Welleby Park Expansion, Sunrise, FL — Project engineer. The City of Sunrise retained Kimley-Horn for improvements to Welleby Park located at NW 44th Street and Hiatus Road within the City of Sunrise. Kimley-Horn will provide conceptual design for two options for the park redevelopment to be presented at a public presentation meeting. Our team will refine the concept design and prepare design plans, including paving and drainage plans, utility plans, and signing and marking plans.

Fort Lauderdale Executive Airport (FXE) Master Drainage/Conceptual Environmental Resources Permit (ERP), Fort Lauderdale, FL — Project engineer. Prior to this project, FXE did not have an ERO for its property. Without an ERP, each development requires a standalone permit which does not allow for the overall benefit and development of the FXE property as a whole. The purpose of the ERP is to conceptually approve the design concepts of a phased development mast plan for a surface water management system, so long as the general guidelines set forth in the ERP are upheld. The scope includes pre-design services, existing utility coordination, stormwater modeling, schematic plans, conceptual design permit plans, and permitting.

Plantation Key Courthouse and Detention Center, Village of Islamorada, FL — Project engineer for the demolition of four onsite buildings and the construction of an approximate 30,000-square-foot courthouse and a 12,000-square-foot detention center and associated surface parking on 2.2 acres. These improvements require onsite exfiltration trench and drainage retention areas as well as water and sewer improvements. The scope includes site plan processing assistance and design development. Additional services include environmental engineering and permitting, traffic engineering, and offsite improvements design.

Civic Center Park Expansion, Miramar, FL — Project engineer for Civic Center Park previously known as the Police Benevolent Association Park a 1 acre parcel that was given

Special Qualifications

- Project engineer with more than seven years of on-site construction inspections experience in paving and grading, underground pipe installations, stormwater erosion and sedimentation control, and sanitary sewer lift stations
- Managed, updated, and successfully met design and permitting schedules with critical timeframes
- Experienced in bidding and contracting design work throughout South Florida
- Permitting experience in various agencies throughout South Florida
- Software experience includes AutoCAD, Stormwater modeling utilizing SFWMD Cascade Flood Routing and InterConnected Pond Routing (ICPR), and sanitary sewer lift station design and calculations

Professional Credentials

- Bachelor of Science, Civil Engineering, Florida International University
- Professional Engineer in Florida, #80500

Relevant Experience continued

to the City as part of a Broward County Land Stewardship Program "Park for People" grant to redevelop the site while implementing "green construction" as a neighborhood park. The site is located adjacent to the City Aquatic Park West in Miramar, Florida. As part of the grant program it required that the redesign include green components such as recyclable material, environmentally beneficial landscape practices utilizing native plants, environmentally sound and water saving fixtures, irrigation technologies and interpretation/public education signage. The park improvements included a walking path with exercise stations, a pavilion, playground with tables, landscaping, irrigation, solar powered bollard lighting, a lighted parking lot and surface parking improvements.

Harbour Lake Park, Miramar, FL — Project engineer for a 2.8-acre neighborhood park located adjacent to the Harbour Lake Estates residential development in Miramar, Florida. The project was designed with considerable input from the community and reflects the residents' desire to beautify and enhance a formerly vacant lot and to provide passive recreation opportunities. The project features a permeable surface walking track, solar powered bollard lighting, a lighted parking lot, well-fed irrigation system, landscaping, exercise stations, benches, and a drinking fountain.

OB Johnson Park, Hallandale Beach, FL — Project analyst for master planning, landscape architecture, engineering design, and permitting services, as well as construction observation and administration for this 6.4-acre park. The park included a 42,000 SF multigenerational facility that included a teen center, indoor basketball courts, after school and senior programming, exercise room, administrative offices, and other accessory uses for computer and dance classes, food distribution, and other programming for all ages. The exterior park amenities included a walking trail, playground, tennis courts, a field house, and a football/soccer field. Additionally, the park improvements included a centrally located surface parking lot, site infrastructure and landscaping.

Village of Palmetto Bay, Palmetto Bay General Consulting Services (includes Stormwater Master Plan, SW 164th St, SW 148th St, SW 89th St, SW 146th St Improvements), Palmetto Bay, FL — Project analyst. Kimley-Horn is working with the Village of Palmetto Bay as a general consultant to provide all types of engineering such as planning, general civil engineering, and transportation.

Westside Blueway Trail Phase II, Miami Gardens, FL — Project analyst. Kimley-Horn performed all the necessary planning and design services for the development of the Westside Blueway Trail inclusive of the site amenities and furnishings. The firm was also tasked with providing full construction documents and specifications as required for the bidding, construction observations, and administration of the project.

Erin Emmons, GISP

GIS/Documentation

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Relevant Experience

Moving Martin Forward, Martin MPO 2040 Long Range Transportation Plan (LRTP), Martin County, FL — Task manager. Responsibilities included database development and management of an interactive GIS tool used to engage the public at visioning workshops, to collect and store public comments, and to analyze proposed project needs received during the public involvement phase of the project. Our team's services included developing and executing a public involvement plan (PIP), well-attended visioning workshops, and technical analyses including travel demand modeling, Needs Plan development, financial resources analysis, cost estimates for needs plan projects, and developing the draft Cost Feasible Plan (CFP). The Martin MPO 2040 LRTP has been characterized by innovative public engagement techniques. Working in collaboration with MPO staff, the public meetings have consisted of fun and engaging techniques for gathering input including automated polling response games, Martin Mobility Bucks for residents to prioritize improvements, dot map games, and an interactive geographic information systems (GIS) map for residents to be able to see their comments mapped immediately. The draft cost feasible plan proposed to move project funding in a multimodal direction and includes flex funding for roadway maintenance.

Professional Consulting Services (Transportation), Longwood, FL — Kimley-Horn was selected to perform professional engineering services (Transportation) to include design, planning, permitting and review in accordance with the City of Longwood's 5-Year Transportation Capital Improvement Plan. This project includes multimodal improvements, a bicycle and pedestrian master plan, public involvement (meetings, workshops, newsletters), sidewalk, re-construction of curb ramps and installing crosswalks to meet ADA standards, safe routes to schools, connections to the regional Sun Rail station, on-street parking plans, bicycle lanes and all related signing, signaling, path, milling and widening associated with each project.

Town of Miami Lakes Complete Streets Program, Miami Lakes, FL — Assistant project manager. Kimley-Horn assisted the Town of Miami Lakes in developing a Complete Streets program consistent with the Miami-Dade County Complete Street Guidelines. The plan included an analysis of all town roads, development of roadway typologies including cross sections, recommended improvements along targeted corridors and preliminary cost estimates. The plan helped coordinate the Town's efforts with their comprehensive plan, strategic plan, and the trails master plan.

Utility GIS Data Conversion, Town of Miami Lakes, FL — Project manager. Kimley-Horn assisted the Town with digitizing their existing utility CAD files and as-builts in a GIS format. Work included the conversion of available electronic CAD files and existing as-builts provided by the Town into GIS. Attribute information was updated using available survey data and detailed as-builts.

Utility GIS Data Conversion, North Bay Village, FL — GIS specialist for the work associated with digitizing the existing North Bay Village sanitary system as-builts in a GIS format required by the Miami-Dade County (MDC) Code, enforced by DERM, and specified by the Miami-Dade Water and Sewer Department ("MDWASD"). Work included the conversion of available electronic CAD files and existing as-builts provided by the Village of the North Bay Village sanitary sewer into GIS. Attribute information was updated using updated survey data and detailed as-builts.

Special Qualifications

- Has 13 years of experience years of experience as a transportation and long-range community planner, with a specialty focus in GIS, field surveying and GPS data configuration, and database development for asset management
- Project manager for the development and implementation of web and mobile, GIS based interactive applications
- Experience with Park+ software, a Kimley-Horn-developed software designed to dynamically model parking supply/demand
- Experience in socioeconomic assessments, market feasibility assessments, site selection and planning, including GIS administration, hazards planning, and support
- Experience in transit planning for both local circulators and regional transit networks, involving route development and modification, Origin-Destination analysis, and facility and amenity planning

Professional Credentials

- Bachelor of Science, Urban and Regional Planning, Florida Atlantic University
- GIS Professional (GISP)
- Graduate Certificate in Geographic Information Science (GIS), University of West Florida
- American Planning Association (APA)
- Women's Transportation Seminar, (WTS)
- Florida Parking and Transportation Association (FPTA)
- Palm Beach GIS User Group

Relevant Experience continued

St. Pete Beach Engineering Services, St. Pete Beach, FL — Project analyst. Kimley-Horn was selected in 2012 to provide general engineering services to the City of St. Pete Beach for various public works projects. Potential projects include: roadway design/rehabilitation/reconstruction, sidewalk and curb design/construction, park improvements, lift station rehabilitation, sanitary sewer piping/structures, structural engineering, bridge inspections/design, stormwater drainage/improvements/inspection, permitting, and construction engineering inspection, among others. Work orders assigned to date include the following:

- **Pump Station No. 1.** The Kimley-Horn team is providing preliminary design for this project. Also performing site visits.
- **Pump Station No. 2.** The Kimley-Horn team is providing preliminary/final design and permitting for this project. Also performing site visits.

St. Petersburg Complete Streets Implementation Plan, St. Petersburg, FL — Project analyst. The Complete Streets Implementation Plan describes a set of procedures for prioritizing and implementing complete streets through a variety of methods. The plan will establish the project delivery process modifications needed to improve the evaluation, planning, design, construction, operation, and maintenance phases of all roadway development and redevelopment projects. The plan will also document existing conditions and barriers; identify corridors and districts that are prime for complete streets improvements; establish a network of low-stress bicycle routes; and identify additional facilities needed to make walking, bicycling, and transit safe and comfortable choices.

Statewide Bicycle/Pedestrian Facilities Study, FDOT Central Office of Policy Planning, Statewide, FL — Project analyst on the Kimley-Horn team that conducted an assessment of the status of bicycle and pedestrian facilities on SHS and SIS roadways across the state and putting the information in a geographic information systems (GIS) database. Working with the FDOT Central Office, Kimley-Horn developed a report detailing a series of recommendations for improvements that is provided to the state legislature and the governor.

City of Miami Transportation Program Support Services, Miami, FL — Project analyst for Transportation Program Support Services contract with the City of Miami. In this role, Kimley-Horn served as an extension of the City's staff assisting in the program management and administration of transportation and transit projects in the City's Capital Improvements Program (CIP). Kimley-Horn's responsibilities include providing oversight of projects encompassing planning, design, and construction activities.

City of St. Marks Professional Planning and Engineering Consulting Services, St. Marks, FL — Project analyst for the development of the City of St. Marks' master plan. The purpose of the plan was to provide an overall strategy for implementation of policies to support planned growth. The process involved collection of information on the current conditions of the City, such as housing, infrastructure, land use and relevant socio-economic data, as well as an extensive amount of public involvement and participation.

Transportation Consulting Services for the City of Lynn Haven, Lynn Haven, FL — In addition to working with the City to develop a concurrency management system (CMS), also serving as project analyst to update the capital improvements element of the comprehensive plan to reflect the existing deficiencies which have been identified through the development of the CMS. In addition, Kimley-Horn has reviewed traffic impact analyses for site plan approval and comprehensive plan amendments, and we assisted with a comprehensive plan amendment traffic study for large tract development within the City. This included completing the analyses and responding to comments from state review agencies.

General On-Call Traffic Engineering Services, Fort Lauderdale, FL — Project manager for general transportation planning services as part of an on-call contract with the City. Kimley-Horn serves as an extension of the City of Fort Lauderdale staff reviewing traffic impact studies and parking analyses. Projects to date have included parking concept plan development and site plan review.

On-Call GIS Services, Okeechobee County, FL — Project manager. Kimley-Horn has been Okeechobee County's on-call planning and engineering consultant for over 10 years and has provided GIS on-call support for the last five. Kimley-Horn provides on-site training to County staff and has assisted the County in the development and organization of their interagency database. Recent project support has included zoning and land use updates, website development coordination, County Commission and School Board redistricting.

Arnoldo Artiles, P.E., LEED AP

Structural Engineering

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Special Qualifications

- Has 12 years of experience
- Experienced in steel design per load and resistance factor design (LRFD) method
- Experienced in concrete design per LRFD method
- Experienced in masonry design per allowable stress design (ASD) method
- Experienced in structural wood design per ASD method
- Experienced in modeling complex structures using finite elements computerized models

Professional Credentials

- Master of Science, Civil Engineering, Florida Institute of Technology
- Bachelor of Science, Civil Engineering, Florida Institute of Technology
- Professional Engineer in Florida, #70645
- LEED® Accredited Professional
- American Institute of Steel Construction
- American Society of Civil Engineers (ASCE)
- Florida Engineering Society
- Chi Epsilon-Tau Beta Pi Engineering Society

Relevant Experience

Manatee Pocket Gateway, Port Salerno/Stuart, FL — Project engineer. The Martin County CRA wanted to replace an existing concrete bridge rail along Old Dixie Highway in Port Salerno with something more transparent to open up views to the Manatee Pocket waterway and provide a gateway to the new pocket walk boardwalk. Kimley-Horn designed a beautiful new pedestrian plaza space that incorporated the existing sidewalk and adjacent parallel parking spaces. Working with a local artist, the project included sculptural fish inlaid into the sidewalk; a set of artist fabricated “gates” flanking the entrance to the pocket walk; new cable railing; enhanced access into an existing restaurant; benches; and shade sails. A space for outdoor restaurant seating was also created to activate the space and liven up the street.

Boynton Beach Gateway Enhancements and Welcome Signage, Boynton Beach, FL Structural engineer. Provided structural engineering services to assist with the signage design and construction of two “Welcome to Boynton Beach” signs. One sign is located at the north city limits along Federal Highway (just west of Ocean Inlet Drive) and another sign at the south city limits in the median of Federal Highway (just north of Gulfstream Blvd). Additional services included landscape architecture, signage design, and construction plans preparation and observation services. These beautification and general improvements are part of Boynton Beach CRA’s overall plan to improve the City’s aesthetic and provide enhanced gateways into the community. The signs were installed in January 2016.

Dixie Highway Flyover Design-Build, FDOT District Four — Structural engineer. Project consists of new roadway and bridge to connect Dixie Highway from north of Hillsboro Road along west side of FEC RR, over the FEC RR and Hillsboro Canal, and connecting into existing Dixie Highway north of Hillsboro Canal east of the FEC RR tracks. Lead bridge designer for the retaining walls, 3-span bridge over Hillsboro Canal, and substructure plans for the main bridge consisting of eight spans of curved steel box girders. Project is a design/build with only seven months to completely design project and release to construction.

General Engineering and Related Services (including Wilson Park improvements), Davenport, FL — Project engineer for the Kimley-Horn team that was selected in 2010 to provide consulting services to the City of Davenport, including general planning, engineering, and construction administration. Our team has worked with the City on projects that include preparing opinions of probable cost and exhibits for Wilson Park to help the City successfully obtain Community Development Block Grant (CDBG) funding for the project. Our team has also worked with the City to evaluate the structural integrity of the City’s old water tower. In 2011, the Kimley-Horn team began providing engineering services for improvements to Wilson Park; this project is being funded by a FY 2011 CDBG for neighborhood revitalization.

Pedestrian Bridge Design and Roadway Improvements (NW 175th Street and NW 42nd Avenue), Miami Gardens, FL — Project engineer on the Kimley-Horn team selected by the City for the design and construction of a new pedestrian bridge. The purpose of this project was to provide pedestrian access along the north side of NW 175th Street and NW 173rd Drive—across a Miami-Dade County canal—between NW 42nd Avenue and NW 42nd Court. The current bridge is two lanes with a raised pedestrian sidewalk along the north side. Services our team provided included intersection improvements, signing/

Relevant Experience continued

pavement markings, sidewalk and ADA improvements, signal modifications, and structural engineering, including bridge evaluation, rehabilitation, design, permitting, and coordination with FDOT to comply with Local Agency Program (LAP) funding.

Royal Palm Boulevard Improvements (Royal Palm Blvd. Bridge over Margate Canal), Margate, FL — Project engineer. Our services included the engineering design and development of construction documents for Royal Palm Boulevard Improvements beginning approximately 200 feet± east of the Margate Canal and extending east to the west half right-of-way of SR 7 (441), approximately one mile in total length. The project involved realignment of the roadway, east- and westbound left-turn lanes, access management modifications, renovation of an existing bridge and medians, construction of pedestrian bridges, base enhancements, milling and resurfacing, providing new asphalt areas, swale improvements, minor drainage improvements, and lighting improvements. Professional services included design, permitting, coordinating with utility providers for adjustments and/or relocations, preparing quantity calculations and engineers' estimates of probable costs, and limited construction phase services.

SR 70 Design Services, from NE 34th Avenue to NE 80th Avenue, FDOT District One — Project engineer for this roadway design project. Kimley-Horn worked for FDOT District One, responding to the FHRS requirements of the SR 70 corridor across the northern portion of the District by implementing the design phase for the 3.6-mile roadway segment between the City of Okeechobee and St. Lucie County. The objective of the project was to widen and reconstruct the existing two-lane, rural roadway to a four-lane, divided suburban and rural roadway. Services included permitting of seven stormwater management facilities, design of bridges over two water crossings, maintenance of traffic plans, and public involvement.

SW 42nd Street Flyover (SR 200 to SW 27th Avenue), Ocala, FL — Structural analyst for this east-west roadway corridor improvement project through the south side of Ocala. Under this project, SW 42nd Street was reconstructed as a four-lane urban collector roadway between SR 200 and SW 27th Avenue (1.60 miles) with a new flyover bridge over I-75, approximately 0.5 miles south of the SR 200 interchange.

Dona Bay Watershed Environmental Restoration, Sarasota, FL — Project engineer. The Dona Bay Watershed Environmental Restoration project involved the design work to implement the results of the Dona Bay Watershed Management Plan. Kimley-Horn designed a 180-acre wetland restoration area, stormwater conveyance facilities from Cow Pen Slough to the Venice Minerals site, and a major water control structure. In addition, Kimley-Horn's engineers and technicians developed several proprietary GIS tools specifically designed to automate the stormwater modeling process and generate the specific GIS deliverables required by Sarasota County, including easement acquisition.

Jerry Piccolo, P.E.

Structural Engineering

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Relevant Experience

Engineering Design Services for C-475 Small County Outreach Program (SCOP)

Project, Sumter County, FL — Structural engineer. This project involves widening and other improvements for existing C-475 limits beginning approximately 600 feet north of Walker Avenue in Bushnell and ending at the current ramp improvement project at C-470. Improvements include: milling and resurfacing of the existing asphalt surface course along the length of the project; design and permitting of a potable water main extension; surveying and mapping services; geotechnical explorations; environmental assessments and permitting; roadway design and construction plans; hydrologic, hydraulic, and structural components of the proposed Jumper Creek bridge crossing; permitting; and bid documents and assistance.

Apollo Beach Boulevard Extension/I-75 Flyover, Hillsborough County, FL — Structural engineer for design of an extension of Apollo Beach Boulevard from US 41 to Paseo al Mar Boulevard that will result in a 4-lane facility including the bridge over I-75 to the eastern limits of the conservation easement or approach tie-down. Extending Apollo Beach from US 41 to US 301 will serve as an alternative east/west connection ultimately reducing traffic demands on Big Bend Road.

Atlantic Boulevard Bridge Decorative Sails and Lighting, Delray Beach, FL

Structural engineer for the design and construction of enhancements to the bridge façade, tender house, Jersey barriers, lighting, large tensioned sails at each end of the bridge (four total) and computerized uplighting, artwork on bridge façades, land-based lighting, and a pedestrian esplanade under the bridge connecting restaurants and buildings from the south to the north. The design/build team will be responsible for complete design, permitting and coordination with the Florida Department of Transportation (FDOT).

Lyons Road from Clint Moore Road to Atlantic Avenue, Boca Raton, FL — Structural engineer. As a subconsultant to another firm, Kimley-Horn is providing structural design services for a new Lyons Road bridge over the Lake Worth Drainage District (LWDD) L-38 Canal adjacent to the existing bridge. Careful attention needs to be maintained when working adjacent to existing large underground utilities and overhead electric lines that may interfere with bridge pile driving. Kimley-Horn is coordinating closely with LWDD for the design of the new bridge and consideration of canal access.

Midway Road (CR 712) Design and Reconstruction, FDOT District Four — Structural engineer for the reconstruction of Midway Road from a two-lane, rural roadway to a four-lane, divided urban roadway from west of South 25th Street to east of SR 5 (US 1), for a length of two miles. The project includes replacement of the existing bridge over the North Fork of the St. Lucie River and will also include retaining walls, drainage ponds, signing, lighting, signalization, landscaping, irrigation, and wetland mitigation. The corridor is within a historic area and our design will consider right-of-way impacts, impacts to parks and schools, concerns of White City residents, access management changes, flooding and environmental concerns, 4(f) properties, utilities and, possibly, decorative lighting within the historic limits.

Old Dixie Highway, Yamato Road to Linton Boulevard, Boca Raton, FL — Structural engineer of record. As a subconsultant to another firm, Kimley-Horn is providing structural design and signalization services for the construction of a new three-lane urban roadway

Special Qualifications

- Five years of experience providing structural design support for roadway improvements in South Florida
- Experience includes bridge design, mast-arm design, overhead sign structures, retaining walls, noise walls, toll gantries, and construction phase services

Professional Credentials

- Master of Engineering, Civil Engineering, University of Florida
- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, #80484, January 20, 2016

Relevant Experience continued

section from Yamato Road to Linton Boulevard. The project scope includes the design, permitting, and construction plans for 3.5 miles of Old Dixie Highway from north of Yamato Road to north of Linton Blvd. The structural component of the project includes the bridge replacement over the C-15 Canal. Our team is coordinating with Palm Beach County Utilities and South Florida Water Management District for relocation of existing utilities and ultimate design of the bridge replacement.

NE 203rd Street and NE 215th Street Intersection PD&E Study, FDOT District Six — Structural engineer. Kimley-Horn is providing traffic and transportation engineering, grade separation analyses, design traffic, access management, roadway design, environmental analyses, and development of conceptual alternatives as part of our subconsultant services on this PD&E study. The study is analyzing potential improvements to the intersections of NE 203rd Street and NE 215th Street at West Dixie Highway. The objective is to eliminate vehicle conflicts with existing and future freight and passenger trains in the Florida East Coast (FEC) Rail Corridor while enhancing vehicular and pedestrian traffic flow and safety conditions in the area.

Sand Lake Road Interchange Design, Florida's Turnpike Enterprise — Structural engineer for design of a new interchange for SR 91 (Turnpike Mainline) and SR 482 (Sand Lake Road) in Orange County. The Kimley-Horn team is providing roadway, drainage, and lighting design, traffic control, utility coordination, environmental services, and permitting services. Our team will also develop a Community Awareness Plan and lead one informational public meeting. Several alternatives are being considered for the design of the interchange.

Wiles Road Design from Riverside Drive to Rock Island Road, Broward County, FL — Structural engineer for complete contract plans for the widening of Wiles Road to a 6-lane divided urban arterial from Riverside Drive to Rock Island Road. One of the major accomplishments of this segment's design was to work with all stakeholders to avoid issues related to private property impacts given the narrow corridor and proximity of private features. Another major accomplishment was an innovative drainage solution that added new outfalls through City owned property to an existing undersized drainage system to avoid reconstructing the entire Wiles Road system. We coordinated closely with the County to tackle issues related to the narrow areas of the corridor, including a balance between traffic lane, sidewalk and bike lane widths. This segment had grant funding from FDOT and the improvements included roadway design, Complete Streets design, drainage, lighting, landscaping, irrigation, bicycle lanes, signalization, utility coordination, permitting coordination with the City of Coral Springs and detailed traffic control plans. The project required extensive landscape plans and coordination to resolve issues related to private landscape encroachments into County right of way. Our team provided tree mitigation permit services and coordinated with both County and City forester. We incorporated the Broward Complete Streets guidelines on this project (also prepared by Kimley-Horn), which were endorsed by the Broward MPO.

Lowson Boulevard Pedestrian Bridges, Delray Beach, FL — Project manager. Kimley-Horn was retained by Delray Beach to complete a set of construction plans for two pedestrian bridges for the proposed Lowson Blvd. pedestrian bridge over Lake Worth Drainage District's (LWDD) E-4 Canal. The bridges will be on either side of the canal. The bridge is part of the bicycle lane addition for Lowson Blvd. The project also includes the preparation of a Type 1 Categorical Exclusion environmental document with permitting and coordination with LWDD and the US. Army Corps of Engineers.

St. Lucie County Kings Highway/Angle Road Intersection Improvements, FL — Structural analyst on the Kimley-Horn team provided roadway design for the intersection of Kings Highway and Angle Road in St. Lucie.

Okeechobee Road (SR 25) from East of NW 87 Ave to NW 79 Ave, FDOT District Six — Structural engineer for final design services for the reconstruction of a ¾-mile section of Okeechobee Road in Miami-Dade County. Services include widening the existing road to 4 lanes in each direction; widening the NW 79th Avenue Bridge over the Miami (C-6) Canal; intersection modifications at NW 95th Street and Frontage Road; relocation of an existing BJs Wholesale Club entrance and addition of a new free-flow right-turn lane; and new access from the Frontage Road to westbound Okeechobee Road. Kimley-Horn is also responsible for all permitting; structural design; drainage design; signing and marking; signalization; lighting design; ITS system design; and landscaping along the corridor.

Osceola Parkway Extension PD&E Study, Florida's Turnpike Enterprise, Orange/Osceola County Line, FL — Structural engineer assisting with development of a freeway facility that can be expanded in the future with provisions to accommodate a transit corridor and multiuse pedestrian facilities. The project includes a connection to provide direct access to and from SR 417, with interchanges at both ends of the connector road—one at SR 417 and the other at Osceola Parkway. Multiple alternatives are being considered at these two interchanges. The interchange at SR 417 is being developed so that it not only connects to SR 17, but it will also connect to the new Airport South Access Road currently being constructed by the Orlando/Orange County Express Authority (OOCEA), which will provide access to Orlando International Airport.

Marwan Mufleh, P.E.

Roadway

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Relevant Experience

Delray Beach General Engineering Consulting Services, Delray Beach, FL — Project manager for on-call continuing services to the Cities of Delray Beach and Hollywood. Through responsive service, high quality, and our specialized expertise in a number of disciplines, we have been reselected for this contract multiple times and have been serving Delray Beach for several years. The contract allows us to provide a variety of services including updates to their master plans including traffic and water supply components of their comprehensive plans as well as design of CIP projects, utility design, drainage design, transportation and traffic studies, streetscape design, park design, parking analysis, roadway lane reduction studies and design, signal design, and FDOT LAP project design. Through our relationships with FDOT and the County, we have been the go-to firm for the Cities of Delray Beach and Hollywood to tackle complex projects, especially those requiring coordination with FDOT or intense public involvement.

Boynton Beach Boulevard Design from East of I-95 to US-1, Boynton Beach, FL Project manager providing design services for this multi-stage project in the City of Boynton Beach. The design improvements to the project area (east of I-95 to US-1) include landscape architecture enhancements and Complete Streets features. Design features include narrowed lanes and expanded sidewalks to encourage pedestrian mobility and landscape/hardscape upgrades within the corridor. Our services include roadway and landscape design; signing and marking; signal plans; lighting; traffic analysis; utility coordination; permitting assistance; and public involvement services.

Congress Avenue Extension from Northlake Boulevard to Alternate A1A, Palm Beach Gardens, FL — Project manager. Kimley-Horn was selected by Palm Beach County to provide professional engineering services to create a new alignment of Congress Avenue between Northlake Boulevard and Alternate A1A. The mission of the project is to alleviate the existing traffic congestion at the intersection of Northlake Boulevard and Alternate A1A. The new alignment will impact an existing water treatment plant, active and vacated mobile home communities, and businesses. Our team faces the challenge of developing a roadway geometry that will minimize these impacts while accommodating for varying area topography and the FEC railroad tracks adjacent to Alternate A1A.

Las Olas Boulevard Corridor Improvements, Fort Lauderdale, FL — Kimley-Horn provided final design, evaluation, and due diligence services for this mixed-use project for the City of Fort Lauderdale Community Redevelopment Agency. The project consists of the redevelopment of several pieces of City property from existing surface parking lots to a new multi-story parking garage; active park and plaza areas; and general open space to enhance the pedestrian and beachgoer experience in the Fort Lauderdale beach area. Las Olas Boulevard is being improved to provide a Complete Streets design to better connect the shops, restaurants, and other businesses with the new Oceanside Plaza on the south side of Las Olas Boulevard. Kimley-Horn also provided the initial site civil engineering design, roadway design, permitting coordination, stormwater, utility, franchise utility coordination, and other services.

South Shore Boulevard Design, Phase II from Lake Worth Road to Pierson Road, Wellington, FL — Project manager for the reconstruction of 1.1 miles of South Shore Boulevard from a two-lane, undivided roadway to a two-lane, divided roadway with sidewalks and equestrian trails. Responsibilities included horizontal and vertical design,

Special Qualifications

- Has 31 years of civil engineering experience
- Principal areas of practice include project management from the design concept stage through the construction administration phase, roadway design, streetscape, Complete Streets, roadway lane re-purposing, traffic calming, neighborhood revitalization, drainage design, innovative pavement design, pavement marking, and maintenance of traffic
- Served as project manager on numerous successful highway design and construction projects for Palm Beach, Broward County and various municipalities and CRAs
- Served as project manager on Delray Beach's largest roadway and streetscape project (Federal Highway Enhancements and lane elimination, \$14 million construction cost)
- Highly experienced with neighborhood street redevelopment and lane elimination to repurpose streets for all modes of transportation
- Experienced in Microstation, Geopak, and Microsoft office programs

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Texas, Arlington
- Professional Engineer in Florida, #45329
- American Society of Civil Engineers (ASCE)
- American Society of Highway Engineers (ASHE)
- Florida Engineering Society

Relevant Experience continued

plans preparation, generating cross-sections, back-of-sidewalk profiles, preparing maintenance of traffic concepts, and signing and pavement marking plans. In addition to roadway design, the project also had landscape design elements.

Wiles Road Design from Riverside Drive to Rock Island Road, Broward County, FL — Project manager for complete contract plans for the widening of Wiles Road to a 6-lane divided urban arterial from Riverside Drive to Rock Island Road. One of the major accomplishments of this segment's design was to work with all stakeholders to avoid issues related to private property impacts given the narrow corridor and proximity of private features. Another major accomplishment was an innovative drainage solution that added new outfalls through City owned property to an existing undersized drainage system to avoid reconstructing the entire Wiles Road system. We coordinated closely with the County to tackle issues related to the narrow areas of the corridor, including a balance between traffic lane, sidewalk and bike lane widths. This segment had grant funding from FDOT and the improvements included roadway design, Complete Streets design, drainage, lighting, landscaping, irrigation, bicycle lanes, signalization, utility coordination, permitting coordination with the City of Coral Springs and detailed traffic control plans. The project required extensive landscape plans and coordination to resolve issues related to private landscape encroachments into County right of way. Our team provided tree mitigation permit services and coordinated with both County and City forester. We incorporated the Broward Complete Streets guidelines on this project (also prepared by Kimley-Horn), which were endorsed by the Broward MPO.

24th and 25th Street Improvements, West Palm Beach, FL — Project manager for the Kimley-Horn team retained by the City of West Palm Beach to provide streetscape improvements in the Northwood neighborhood area. This project is a joint effort between the City of West Palm Beach and the West Palm Beach Community Redevelopment Agency (CRA) to reconstruct each of the two-lane roadways with on-street parallel parking on both sides, thus creating a main street through the District. The project is envisioned as an impetus to spur redevelopment of that District. As such, it required an intensive public involvement program that included residents, merchants, the CRA Advisory Board, and the CRA Board, which is the City Commission. The project included extensive landscape and hardscape plans, renderings, decorative street lights, drainage, signing and marking, and traffic control plans; 24th and 25th Streets were also designated as SR 5 and are owned and maintained by the Florida Department of Transportation (FDOT). Therefore, permitting and close coordination with FDOT were necessary. Due to local agency participation, funding was provided by state and federal governments.

Dixie Highway/21st Avenue Corridor Redesign Concept and Mobility Study, Hollywood, FL — Project engineer for the Kimley-Horn team that prepared a Redesign Concept Study for the Dixie Highway and 21st Avenue corridor throughout Hollywood between Pembroke Road and Sheridan Street. A vision for a "transit-ready corridor" along the FEC Railroad was created by designing Complete Streets solutions in anticipation of re-establishing passenger rail service through seamless integration of an anticipated Tri-Rail Coastal Link station. The Complete Streets approach recommended in this study includes a "road diet" lane reduction to repurpose excess automobile capacity for bicyclist, pedestrian, and transit improvements. In addition, the Complete Streets approach will establish a transit-ready corridor for seamless integration of an anticipated Tri-Rail Coastal Link station along the Florida East Coast (FEC) Railroad.

Drew Street (SR 590) Milling and Resurfacing, FDOT District Seven — Project engineer. Kimley-Horn designed the milling and resurfacing of Drew Street from Myrtle Avenue to Mariva Avenue in Pinellas County. The project involved milling and resurfacing 1.2 miles of Drew Street to extend and preserve the life of the pavement, upgrade pedestrian features including curb ramps, pedestrian features at signalized intersections, rehabilitation of the existing bridge to remove the substandard bridge rails, and provide ADA-accessible sidewalk across the bridge.

Gateway Boulevard Widening, Boynton Beach, FL — Project manager for the design, permitting, and construction phase for the widening of an urban arterial from four to six lanes. This one-mile stretch is located immediately to the west of Gateway Boulevard's interchange with I-95. The project included detailed longitudinal profile design as the roadway section was converted from flush outside shoulders to curb and gutter. It included detailed analysis of the roadway's drainage system and that of adjacent developments receiving a portion of the roadway's surface water runoff. Our team coordinated closely with the local drainage district and South Florida Water Management District and successfully negotiated compensating storage to avoid acquisition of property for stormwater ponds. We also coordinated closely with utility agencies to resolve a number of utility conflicts in a fully developed corridor. Kimley-Horn provided alternative designs to avoid the need for construction easements if property owners were not willing to cooperate to meet project schedules. We also coordinated with the City to address impacts to existing landscaping and irrigation and with a local improvement district to street lighting conduits. Project construction was completed in early 2009.

Sean Bukovich, P.E.

Roadway

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Relevant Experience

Las Olas Boulevard Corridor Improvements, Fort Lauderdale, FL — Project engineer. Kimley-Horn is providing preliminary design, evaluation, and due diligence services for this mixed-use project for the City of Fort Lauderdale Community Redevelopment Agency. The project consists of the redevelopment of several pieces of City property from existing surface parking lots to a new multi-story parking garage; active park and plaza areas; and general open space to enhance the pedestrian and beachgoer experience in the Fort Lauderdale beach area. Las Olas Boulevard is being improved to provide a "Complete Streets" design to better connect the shops, restaurants, and other businesses with the new Oceanside Plaza on the south side of Las Olas Boulevard. The design of Oceanside Plaza includes space for special events such as festivals and concerts; play areas for children; and a convenient porte-cochere drop off. Kimley-Horn is providing the initial site civil engineering design, roadway design, permitting coordination, stormwater, utility, franchise utility coordination, and other services.

Lyons Road from Clint Moore Road to Atlantic Avenue, Boca Raton, FL — Project engineer assisting in the drainage design and permitting process. As a subconsultant to another firm, Kimley-Horn provided structural design for a new bridge, utility coordination, coordination with Lake Worth Drainage District, and permit coordination services for roadway construction and improvements for Lyons Road. The project resulted in plans for a four-lane divided typical section with provisions for an ultimate six-lane section for Clint Moore Road to Linton Blvd. and a five-lane section from Linton Blvd. to Atlantic Avenue.

Congress Avenue Extension from Northlake Boulevard to Alternate A1A, Palm Beach Gardens, FL — Project analyst for Palm Beach County to provide professional engineering services to create a new alignment of Congress Avenue between Northlake Boulevard and Alternate A1A. The mission of the project is to alleviate the existing traffic congestion at the intersection of Northlake Boulevard and Alternate A1A. The new alignment will impact an existing water treatment plant, active and vacated mobile home communities, and businesses. Our team faces the challenge of developing a roadway geometry that will minimize these impacts while accommodating for varying area topography and the FEC railroad tracks adjacent to Alternate A1A.

East Atlantic Avenue Intersection Improvements, Delray Beach, FL — Project engineer. Kimley-Horn was retained by Delray Beach to revise the design and provide construction plans and cost estimated for two intersections at Gleason Street and Venetian Drive at East Atlantic Avenue. FDOT requested the City not replace deteriorating existing pavers but install new concrete pavement at these intersections.

SR 5/US 1 and SR A1A RRR Design Services, FDOT District Four — Project analyst for this 3R project that includes two roadway segments under one contract. The SR 5 (US 1) segment is a 7.5 mile long, four-lane divided with urban and suburban sections spanning five municipalities. The SR A1A portion is 1/2 mile of two-lane roadway. Because of the length of the project, an expedited survey schedule was required. The project also involves adding missing sidewalk; widening pavement to provide bike lanes along the numerous existing right-turn lanes; evaluating and designing repairs to existing drainage problems; environmental permitting; signing and pavement markings; replacing a curbed section due to widening; and analyzing numerous signalized intersections against current standards. The project also includes preparing a number of design variations and coordination with more than a dozen utility companies.

Special Qualifications

- More than five years of engineering experience
- Responsibilities include roadway, drainage, signing and pavement marking and signalization design; developing roadway profiles; cutting cross-sections; performing calculations; coordinating plan preparation; creating OPC's and utilizing FDOT's LRE system; and assisting on project reports
- Provides support to senior engineers on projects that involve roadway and drainage design
- Projects based in Palm Beach and Broward County areas

Professional Credentials

- Bachelor of Science, Civil Engineering, Florida Atlantic University
- Professional Engineer in Florida, #84287
- Florida Engineering Society

Relevant Experience continued

and structural engineering design, water, sewer, and chemical piping design, stormwater drainage design, water quality testing and coordination, and plant maintenance observations and support.

Worth Avenue Restoration Project, Palm Beach, FL — Project manager. Kimley-Horn served as site civil, traffic, and undergrounding engineer for this revitalization project within the Town that was brought to life by a group of property owners along Worth Avenue who wanted to revitalize the area and bring it back to its former glory. Kimley-Horn was responsible for the design of all the civil, traffic, and undergrounding of overhead utilities on the project. We provided the detailed design of the electrical, telephone, and cable utilities throughout the three-block corridor in the Mid-Town area. We partnered with Brannon & Gillespie and Shutts & Bowen to assist in the electrical and easement acquisition elements of the project. To date, this remains the most significant undergrounding effort ever successfully accomplished in the Mid-Town area. The project also included the construction of a new roadway section, replacement and modification of various other underground utilities, replacement of sidewalks with decorative tabby concrete, and the introduction of many landscaping and architectural elements throughout the corridor. The project was completed on-time and nearly \$1 million under its established budget.

Town of Palm Beach Town Hall Square Streetscape and Infrastructure Improvements, Palm Beach, FL — Project manager for this historic fountain restoration and roadway beautification project within the heart of the Town's commercial corridor. Phase I of the project included the restoration of the Mizner Memorial Fountain that was originally constructed in 1929. This part of the project was partially funded by the State of Florida through a historic preservation grant. Phase II of the project includes streetscape improvements consisting of landscaped nodes, decorative pedestrian crossings, updated urban park landscaping that creates a public gathering area in the median of a roadway where the fountain feature resides, modification of various underground utilities, replacement of sidewalks with decorative tabby concrete, and the introduction of many landscaping and architectural elements throughout the area. Phase II of the project will be partially funded by the state of Florida through a historic preservation grant and through private citizen donations.

Continuing Services Contract for Utilities and Infrastructure, Hollywood, FL — Project engineer. Kimley-Horn has been serving the City of Hollywood since 2011 on a variety of utility and infrastructure projects including: South Park Road 16-inch Force Main Upgrade; Water Main Replacement Program 11-5110 – Hollywood Blvd. to Pembroke Road, I-95 to S. 26th Avenue; Water Main Replacement Program 12-5114 – Hollywood Blvd. to Pembroke Road, S. 26th Avenue to S. Dixie Highway; and 6-inch to 16-inch Water Main Replacement Program 14-5122 – Hollywood Blvd. to Moffett Street, U.S.1 to Intracoastal Waterway (Phase III). Kimley-Horn's services include design and preparation of construction documents, regulatory assistance, assistance with bid and award of the construction contract, and construction administration services.

Lake Towers Underground Utilities Conversion Project, Palm Beach, FL — Project manager for the undergrounding of overhead utilities for this project near Bradley Place and Wells Road. Kimley-Horn designed the conduit and pullbox infrastructure for the electric and cable utilities (telephone was already underground in this location) along with providing easement acquisition assistance, utility provider coordination, and infrastructure upgrade design services. Because this project was essentially an "island" of underground infrastructure, there was a need to coordinate the end conditions for the north and south limits of the project. Ultimately, the rear easement power lines were removed with the homes and condominium being served from new underground utility infrastructure.

El Vedado Road Utility Improvements, Palm Beach, FL — Project manager for the design and permitting for the replacement of an existing forcemain, pressurized air line, and water main along this residential street in Palm Beach. The redesign of the roadway pavement grades was also performed to solve drainage issues.

2000 Roadway Improvements Bond Program, Southeast/Southwest Area Infrastructure Improvements, Delray Beach, FL Project engineer for the Kimley-Horn team that provided detailed design and survey services for eight roadway improvement projects in Delray Beach as part of a general consulting engineering services agreement. The projects involved road reconstruction, traffic calming, water main improvements, and drainage improvements for eight residential areas. Funding for the project was provided by a Roadway Improvements Bond. The project included detailed design and permitting of both stormwater facilities and utilities, as well as bid phase services. The City administered the construction contract with no significant construction problems.

Fern Street Streetscape and Complete Streets Design, West Palm Beach, FL — Quality assurance/quality control reviewer. Kimley-Horn is currently developing plans for streetscape improvements for Fern Street in West Palm Beach. This streetscape features new landscaping, roadway re-striping, the addition of bike lanes, bioswales that will take in stormwater from the existing gutter to support planting, and pedestrian level lighting.

Josh Horning, P.E., LEED AP

Utilities

Kimley-Horn Boca-Delray Office • 1615 South Congress Avenue, Suite 201, Delray Beach, FL 33445
561.404.7240 • Josh.Horning@kimley-horn.com



Relevant Experience

Boynton Beach Town Square Redevelopment and Infrastructure Improvements, Boynton Beach, FL — Project engineer. A small public school was built in the growing town of Boynton Beach in 1897 — and quickly outgrew it. In 1900, the town built a new school and following its incorporation in 1920, a bond was passed to build a new high school, which was designed by renowned architect William Manly King. The building retains important architectural design elements including the original gymnasium wooden floors. After the old high school spent the past three decades vacant, the City and CRA undertook a renovation project for this historic structure as part of a larger 'Town Square' public and private partnership effort. The building's renovation is nearing completion. As lead engineering designer, Kimley-Horn is responsible for civil engineering design as it relates to stormwater infrastructure and utility improvements, along with miscellaneous consulting services on an as needed basis.

Master Planning for Key Biscayne Village-Wide Undergrounding of Utilities Program, Key Biscayne, FL — Project manager. The design and construction of the undergrounding program is anticipated to take multiple years to complete. The underground program will be broken into multiple phases that can be constructed on an annual basis. In order to balance potentially competing priorities such as cost, project duration, traffic impacts for this large-scale project, development of a Master Plan was recommended in order to evaluate these priorities ahead of any detailed design of any single undergrounding phase.

Town-Wide Undergrounding of Utilities Program, Palm Beach, FL — Project engineer. Subsequent to a state of Florida mandate that FPL "storm harden" all vital infrastructure and utility lines statewide, resulting in the installation of taller, concrete electric poles, the Town of Palm Beach chose instead to convert all aerial electric, communication, and cable lines to an underground location. Kimley-Horn serves as program manager and prime consultant designing and permitting the underground conversion process in close coordination with FPL, AT&T and Comcast. Kimley-Horn first developed a master plan to outline the schedule, sequencing, phasing, management of traffic impacts, project delivery methods, data collection, public outreach, design criteria, and projected costs. At the same time, Kimley-Horn performed the detailed design of Phase 1 of the program, which is now complete. Kimley-Horn and the Town also performed planning to address Town infrastructure needs (stormwater, gas, water and sewer) to determine if any renovation or replacement should occur while the underground utility work is underway. The benefits of undergrounding these utilities include improved neighborhood aesthetics, increased service reliability, and increased levels of safety as the lines are no longer exposed. The entire program, which began in 2016, is expected to take 10 years to complete.

Colonial Manor Water Main Replacement, Holiday, FL — Project engineer. This project entails the replacement of approximately 12,000 linear feet of water main in the Colonial Manor development in Holiday, Florida for the Florida Governmental Utility Authority (FGUA). The water mains are currently primarily located in the rear of the properties and will be relocated to within the public right-of-way. This project includes the replacement of the water mains, as well as the relocation of the service laterals as needed. Fire protection services will be provided under this contract, and all 4- and 6-inch piping will be replaced with 6-inch piping. Replacement of water mains within the Colonial Manor development will be completed in three phases and this project is considered Phase 1.

Special Qualifications

- Has 15 years of civil engineering experience
- Extensive experience in project management of large and small land development and infrastructure projects
- Efficient design and construction administration
- Design of water, sewer, and drainage facilities

Professional Credentials

- Bachelor of Science, Civil Engineering, Purdue University
- Professional Engineer in Florida, #67505, January 17, 2008
- Professional Engineer in California
- LEED Building Design + Construction, #10536265
- American Society of Civil Engineers (ASCE)

Relevant Experience continued

Boynton Beach Fire Station #1, Boynton Beach, FL — Project engineer. Kimley-Horn was retained by a local construction company to provide professional services for the proposed Fire Station generally located at the SE corner of Boynton Beach Boulevard and NE 1st Avenue, south of the existing funeral home in Boynton Beach. Services include Conceptual Documents for 15%, 30%, and 75% design plans, including utilities, permitting requirements, stormwater calculations, MEP requirements, master site plan, elevations and floor plans, and preliminary cost estimate. Landscape architectural services include defining the scope of plantings, irrigation, hardscape and site lighting, which shall be developed and coordinated in the execution of design and construction services.

Boynton Beach Police Headquarters – Phase 1 Design, Boynton Beach, FL — Project engineer. Kimley-Horn was retained by a local contractor to assist the City of Boynton Beach in conducting a Spatial Needs Assessment, develop a master plan, and design a Police Headquarters at a site on High Ridge Road. As part of the design team, we will develop 30% and 75% documents civil engineering needs, traffic assessment, and landscape architectural services.

Boynton Trail Center, Boynton Beach, FL — Project engineer providing site planning and developmental services for this site located on the northeast corner of Boynton Beach Boulevard and Military Trail. Approximately 15,500 square feet of mixed retail was demolished to construct the most recent phase of work for this project. Per professional recommendation, the project is proceeding in three phases: Phase 1 – a zoning administrative amendment to vest and permit the building shown at the far corner of the intersection (previously occupied by wet retention area) and depict on the site plan the limits of a central stormwater lake that is currently shown on the plans, modified to reflect what can be permitted for the center; Phase 2 – a zoning administrative amendment for the Goodwill scope of site plan changes; and Phase 3 – addressing the remainder of the master plan with new retail buildings. Kimley-Horn is completing the stormwater management calculations in conjunction with SFWMD and PBCLD criteria.

Rybovich Riviera Beach Facility, Riviera Beach, FL — Project engineer responsible for site plan cleanup and landscape coordination, PGD plan design, and design and survey coordination. Kimley-Horn is providing professional planning, landscape architecture, traffic engineering, and civil engineering services in support of the development of the Riviera Beach Facility. Rybovich wished to redevelop the existing boatyard and marina facilities including expansion of the facility into parcels north of the existing boatyard. Initially, Kimley-Horn is evaluating the bulkhead at the site versus new FEMA flood zones and the West Palm Beach facility bulkhead evaluation. Kimley-Horn is preparing a site plan submittal package for the office/shop building and parking lot based on the City of Riviera Beach Uniform Land Use Application. The scope also includes preparing a preliminary flood hazard assessment, dock permit site plan, site plan and concurrency compliance review, preliminary planning plans, traffic impact evaluation, and 50% drainage and utility plans.

Brett Johnson, P.E.

Utilities

Kimley-Horn West Palm Beach Office • 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411
561.840.0843 • Brett.Johnson@kimley-horn.com



Special Qualifications

- More than 12 years of civil engineering experience in Palm Beach County
- Focus on park and streetscape design with a special interest in bicycle/pedestrian facilities
- Extensive construction administration experience
- Proficient in Autodesk AutoCAD Civil 3D

Professional Credentials

- Bachelor of Science, Mechanical Engineering, Virginia Polytechnic Inst. & State University
- Professional Engineer in Florida, #74005, January 12, 2012
- Engineer-of-Record for a 2017 American Public Works Association National Project of the Year
- American Society of Civil Engineers

Relevant Experience

Continuing Consulting Services, Jupiter, FL — Project engineer. Kimley-Horn has served the Town of Jupiter Utilities Department on a variety of projects for many years. Our services have included pipeline projects, facility improvements, water treatment design and improvements, communication upgrades, facility demolition, repair and rehabilitation projects, structural engineering, construction administration, and a variety of other services both traditional and non-traditional. Our high level of service to the Town has allowed us to be a trusted advisor on many aspects of the Utilities' future growth and day-to-day operations. Specifically with the design-build criteria for the South Jupiter Community Park.

Continuing Consulting Services, Palm Beach, FL — Project engineer. Kimley-Horn has served as a general engineering consultant to the Town of Palm Beach for a period of time dating back to the 1960s. In this role, we have completed numerous projects and services, including: master planning; stormwater collection system planning and design; stormwater pumping station design; sanitary lift station design; sanitary collection and transmission system planning and design; hydraulic analysis and modeling; feasibility studies; recreational facility design for tennis, golf, and multipurpose field facilities; marine structures design and rehabilitation; bridge rehabilitation; fuel system upgrades; streetscape improvements; environmental assessment and contamination remediation; environmental permitting; structural and mechanical engineering; and traffic engineering. Presently involved with data collection and site plan preparation for the Legacy Project.

Town Hall Square Streetscape and Infrastructure Improvements, Palm Beach, FL
Engineer-of-record for this historic fountain restoration and roadway beautification project within the heart of the Town's commercial corridor. Responsible for project design, construction phase services, and coordination of specialty sub-consultants. Phase I of the project included the restoration of the Mizner Memorial Fountain that was originally constructed in 1929. This part of the project was partially funded by the State of Florida through a historic preservation grant. Phase II of the project includes streetscape improvements consisting of landscaped nodes, decorative pedestrian crossings, updated urban park landscaping that creates a public gathering area in the median of a the roadway where the fountain feature resides, modification of various underground utilities, replacement of sidewalks with decorative tabby concrete, and the introduction of many landscaping and architectural elements throughout the area. Phase II of the project will also be partially funded by the state of Florida through a historic preservation grant and through private citizen donations.

Town-Wide Undergrounding of Utilities Program, Palm Beach, FL — Project engineer. Subsequent to a state of Florida mandate that FPL "storm harden" all vital infrastructure and utility lines statewide, resulting in the installation of taller, concrete electric poles, the Town of Palm Beach chose instead to convert all aerial electric, communication, and cable lines to an underground location. Kimley-Horn serves as program manager and prime consultant designing and permitting the underground conversion process in close coordination with FPL, AT&T and Comcast. Kimley-Horn first developed a master plan to outline the schedule, sequencing, phasing, management of traffic impacts, project delivery methods, data collection, public outreach, design criteria, and projected costs. At the same time, Kimley-Horn performed the detailed design of Phase 1 of the program, which is now complete. Kimley-Horn and the Town also performed planning to address Town infrastructure needs (stormwater, gas, water and sewer) to determine if any renovation

Relevant Experience continued

or replacement should occur while the underground utility work is underway. The benefits of undergrounding these utilities include improved neighborhood aesthetics, increased service reliability, and increased levels of safety as the lines are no longer exposed. The entire program, which began in 2016, is expected to take 10 years to complete.

Northwood Railroad Corridor Phase 1A Utility Relocations, West Palm Beach, FL — Assisted with the design of utility relocations associated with railway improvements in the Northwood industrial area in West Palm Beach. As part of a FDOT project to provide greater connectivity between the CSX and FEC railroads, Kimley-Horn was selected by the City of West Palm Beach to design multiple utility relocations for water, sewer, and stormwater infrastructure to meet strict vertical clearance requirements between the rails and the tops of the pipelines. This required rerouting multiple gravity sewers to new lift stations, adjacent sanitary basins, or lowering in place and rebuilding downstream infrastructure. It also involved lowering and rerouting multiple water and stormwater pipelines to avoid the new railroad infrastructure being proposed by the FDOT. The project included multiple jack and bore designs for casings ranging in size from 16 to 30 inches.

FPL Reclaimed Water Facility at ECRWRF Safety Review, Palm Beach County, FL — Project engineer. This project is part of Kimley-Horn's general water treatment plant engineering services contract. Kimley-Horn was retained by Palm Beach County Water Utilities Department to conduct a site visit to observe the existing conditions at the FPL Reclaimed Water Facility. The purpose was to identify any deficiencies that may exist in the gratings, guard railing, vertical access, elevated work platforms, confined space entry, safety eyewashes and showers for chemical areas that don't comply with OSHA requirements and local guidelines.

NW 11th Avenue Reconstruction, Boynton Beach, FL — Engineer-of-record for this local street reconstruction project. Responsible for project design and for coordinating with several City departments invested in the project. Elements of the reconstruction include adding a lane, providing an auxiliary lane for student drop-off/pick-up, and making a connection to an adjacent street. The project also includes the relocation and undergrounding of the utilities on the street.

Bradley Park Improvements, Palm Beach, FL — Project manager and engineer of record. Kimley-Horn served the Preservation Foundation of Palm Beach for landscaping and hardscaping improvements within Bradley Park. Services performed for this project included: replacing existing sidewalks along the park perimeter, regrading the interior of the park, addition of Lake Trail, addition or refurbishment of entry feature, new landscaping, new landscape lighting, fountain relocation, restroom replacement, and addition of overlook. Our team is providing construction document preparation, permitting assistance (SFWMD), Guaranteed Maximum Price Review with contractor, and construction observation. Ribbon cutting for the project occurred on December 12, 2017.

Juno Beach Water Distribution System Improvements, Juno Beach, FL — Project engineer for the design and permitting of new water distribution mains, installation of water main isolation valves, installation of new fire hydrants, and relocation and installation of replacement water services to 103 existing homes in Juno Beach. This project addressed localized fire protection, aging infrastructure, backyard asbestos cement mains, inoperative valves, additional isolation valves and hydrants in the areas between SRA1A, US 1, Donald Ross Road and Celestial Way. This project helped improve levels of service and reduce the frequency of line breaks and interruptions in service and improved and enhanced fire protection in the community.

FY 2018 Signals, Palm Beach, FL — Project manager. Kimley-Horn was retained for engineering and construction phase services for signalization and mast arm improvements at the intersection of Bradley Place and Sunrise Avenue and the intersection of Coconut Row and Clarke Avenue. Services include construction administration, field observation, and project certification.

Southern Boulevard Bridge Subaqueous 16-inch Water Main Replacement and Route Study (14-inch pipeline), West Palm Beach, FL — Project engineer. This project involves the design of a 16-inch HDPE pipeline under the Intracoastal Waterway between the City of West Palm Beach and the Town of Palm Beach. As a result of the Southern Blvd. Bridge reconstruction project, a 16-inch water main owned by the City of West Palm Beach needed to be relocated. Kimley-Horn provided an initial route study to identify potential pipeline routes and hydraulic modeling to determine that the pipe diameter could be reduced to lower construction costs. Kimley-Horn is now providing design, permitting, bidding, and construction phase services for the project. Permits are being obtained from the U.S. Army Corps of Engineers, Florida Department of Environmental Protection, and Florida Department of Transportation.

Railing and Walkway Improvements, West Palm Beach, FL — Project manager for this safety improvement project at the East Central Regional Water Reclamation Facility (ECRWRF). Kimley-Horn reviewed the existing conditions of various elements of the plant and created a report of maintenance recommendations. After the plant staff prioritized the repairs, construction documents were created in order to allow the projects to be put out for bid.



PROFESSIONAL SURVEYORS & MAPPERS
I N C O R P O R A T E D

George C. Young, Jr., PSM

PROFESSIONAL REGISTRATIONS & CERTIFICATIONS

- Professional Surveyor & Mapper, State of Florida
License No. 3066—Date of Registration: 1977
- Founded GCY, Inc. in 1984

EDUCATION, CERTIFICATIONS & CONTINUING EDUCATION

- AA in Land Surveying, Palm Beach Community College
- Retracement & Restoration of Original Corners
- Trimble Navigation Real Time Surveying & Trimble GP Survey
- Advance Cyclone Training, Norcross, GA., 2006
- Riparian Rights Expert Witness in multiple counties in Florida

AFFILIATIONS

- Florida Surveying & Mapping Society
- Florida Surveying & Mapping Society—Indian River Chapter
- Martin County Agricultural Landowners
- American Congress of Surveying & Mapping (A.C.S.M.)
Member No. 18669
- Florida GPS User Group
- Alabama Society of Professional Land Surveyors
- Martin County Leadership Program Graduate—CLASS 01
- Florida Atlantic University—Adjunct Professor

PROJECT EXPERIENCE

GRW, Osceola & Okeechobee Counties, Florida

GCY Inc. collected topographic data every 50 feet for 90 miles of slough tributary to the Kissimmee River for the purpose of LIDAR truthing for hydrologic modeling and LIDAR measurement verification. We utilized airboats, a marsh master and woods buggies to navigate terrain of saw grass, wetland grasses, brush, wax myrtles and hard wood swamps. End user of the final product was Army Corps of Engineers, Jacksonville.

US Sugar - Palm Beach County, Florida

GCY Inc. worked on this historic project since its inception. We completed Boundary Surveys for both the private owner and South Florida Water Management District Consultants. Surveys covered 108,000 acres of land and included review of all title work on all parcels.

City of West Palm Beach FL v Holy Trinity Episcopal Church

Mr. Young was retained by the City of West Palm Beach as an expert in a dispute over a submerged land lease and riparian rights with Holy Trinity Church.

PRINCIPAL AREAS OF PRACTICE

- *Boundary (Cadastral) Surveys*
- *Expert Testimony*
- *Riparian Rights*
- *Mean High Water Surveys*
- *Retracement Surveying*
- *Topographic Surveys*
- *GPS Surveys*
- *As Built Surveys*
- *Geodetic Surveys*
- *F.D.E.P. Submerged Land Lease Surveys*
- *Quantity Surveys*
- *Subdivision & Platting*



Corporate Office:

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Palm City, FL 34991

Ph: 772-286-8083

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Physical Address: 1505 SW Martin Hwy.,
Palm City, FL 34990

Statewide: 800-386-1060



PROFESSIONAL SURVEYORS & MAPPERS
I N C O R P O R A T E D

Mark R. Wendt, PSM

PROFESSIONAL REGISTRATIONS:

- Professional Surveyor & Mapper,
State of Florida
License No. 6163
Date of Registration: 2001
- State of Maine
License No. PLS2470
Date of Registration: 2011
- Joined GCY in 1995 - 2012
- Returned to GCY in 2016 as Stockholder

EDUCATION & CERTIFICATIONS:

- University of Florida,
BS in Surveying & Mapping, 1995
- LEICA HDS 3000 High Definition Scanning
- GPSurvey Software by Trimble, Customer Site Training
- GLO Retracement & Restoration of Original Corners

AFFILIATIONS

- Florida Surveying & Mapping Society—Indian River Chapter
- National Society of Professional Surveyors

PRINCIPAL AREAS OF PRACTICE

- ♦ **Boundary (Cadastral) Surveys**
- ♦ **Topographic Surveys**
- ♦ **Retracement Surveying**
- ♦ **Mean High Water Surveys**
- ♦ **Geodetic Surveys**
- ♦ **GPS Surveys**
- ♦ **As Built Surveys**
- ♦ **F.D.E. P. Mapping Projects**
- ♦ **F.D.E.P. Acquisition Surveys**
- ♦ **Construction Layout Services**
- ♦ **Riparian Rights**
- **Submerged Land Lease Surveys**

PROJECTS

RSBC Real Estate Company, Palm Beach County, Florida

Topographic survey of a 1/4 mile long wave attenuator structure lying in Lake Worth. Our client utilized the survey for engineering planning and permitting purposes. The spot elevations necessary to prepare the survey were obtained through the use of real time kinematic GPS positioning and out twenty-five foot Boston Whaler hydrographic survey boat.

Caulkins Water Farm, Martin County, Florida

Initially a pilot project for water storage from the C-44, this successful Dispersed Water Management project is now almost complete. GCY provided construction layout services, and is completing the as-built survey of the project.

Taylor Engineering, Martin County, Florida

GCY prepared a boundary survey of a parcel of land adjoining the St. Lucie Locks. During the course of the survey, extensive field work included searching for perpetuated evidence of lot corners within a subdivision which was recorded in 1911, searching for right-of-way monumentation along the St. Lucie Canal, and location of permanent reference monuments along modern plats whose origins traced back through St. Lucie Inlet Farms lots.

Corporate Office:

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Physical: 1505 SW Martin Highway, Palm City, FL 34990

Telephone: 772/286-8083 Statewide: 800-386-1066

PROFESSIONAL EXPERIENCE

Mr. Vedula, a Florida-Registered Professional Engineer, has over 22 years of experience providing engineering services for a wide variety of geotechnical projects involving foundation design, slope stability analysis, WEAP analysis and interpreting PDA reports, excavation support, and construction inspection. His extensive experience includes foundation inspections (shallow and deep foundations), soil modification (dynamic compaction, stone columns), preloading, excavations, backfilling, and post construction monitoring. Mr. Vedula has served as a principal inspector on numerous surcharging and settlement evaluations of organic laden soils assignments. His project experience includes 300+ geotechnical engineering studies for various projects types including parks, piers, shoreline stabilization, dredging, bridges, roadways, utilities, high rise buildings, schools and government facilities. Mr. Vedula has authored and co-authored papers published in national and international publications.

RELEVANT PROJECT EXPERIENCE

Florida Community Health Center, 15858 SW Warfield Boulevard, Indiantown, Florida. TSF performed a geotechnical exploration for the addition to Florida Community Health Center in Indiantown, Florida. The addition is single-story, will abut on the northwest corner of the existing building, and will cover an area of approximately 2,500 square feet, with shallow foundations, slab-on-grade, and reinforced masonry walls. Site improvements include new drainage. The purpose of the study was to explore the subsurface conditions at the site to enable an evaluation of acceptable foundation systems for the construction. Provided geotechnical engineering report outlining the testing procedures, the site and subsurface conditions, and geotechnical recommendations for foundation design, general site development and comments regarding factors that may impact construction and performance of the proposed construction. Additionally, TSF issued an estimate of the seasonal high groundwater.

Addition to Florida Community Health Center, 15858 SW Warfield Boulevard, Indiantown, Florida. TSF performed a geotechnical exploration for the addition to Florida Community Health Center at 15858 SW Warfield Boulevard in Indiantown, Florida. The addition will be a single-story and will abut on the northwest corner of the existing building. The addition will cover an area of approximately 2,500 square feet, with shallow foundations, slab-on-grade, and reinforced masonry walls. Site improvements include new drainage. The purpose of the study was to explore the subsurface conditions at the site to enable an evaluation of acceptable foundation systems for the construction. Field work included Standard Penetration Test (SPT) borings and percolation (BHP) test. Provided geotechnical engineering report outlining the testing procedures, describes the site and subsurface conditions, and presents geotechnical recommendations for foundation design, general site development and comments regarding factors that may impact construction and performance of the proposed construction. Additionally, TSF issued an estimate of the seasonal high groundwater.

Hosanah Lane from SW Martin Highway to a Dead-end, Martin County, Florida. Tierra South Florida (TSF), Inc. completed a pavement evaluation for Hosanah Lane from SW Martin Highway to a Dead-end in Martin County, Florida. The project involved performing pavement cores to evaluate the existing asphalt pavement road for hauling large pipes on a short period of time. The existing road is approximately 2 miles long. Provided pavement evaluation report that contained the data collected during initial site reconnaissance, presented pavement information from the asphalt cores and provided recommendations. TSF also completed a post hauling pavement evaluation for the project which involved performing pavement cores next to the previous study to observe the changes between pre-hauling and post-hauling condition. Additional pavement coring was performed. Provided evaluations and recommendations regarding data collected during initial site reconnaissance and pavement information from the asphalt cores sampled.

KUMAR VEDULA,
P.E.
PRINCIPAL GEOTECHNICAL
ENGINEER
22 Years of Experience



EDUCATION

MS in Geotechnical Engineering, University of Memphis, 1995

BE in Civil Engineering, Andhra University, 1992

PROFESSIONAL ORGANIZATION AND REGISTRATION

Professional Engineer: Florida, 54873

American Society of Civil Engineers, Past President (Broward Branch)

RELEVANT PROJECT EXPERIENCE CONTINUED

Design Services for SR 5/ US 1 from South of SE Heritage Boulevard to North of Salerno Road, Martin County, Florida. TSF performed a Geotechnical study for the milling and resurfacing (RRR) project for SR 5/ US 1 from south of SE Heritage Boulevard to North of Salerno Road in Martin County, Florida. The purpose of the study was to provide geotechnical (i.e. soils and groundwater) input to the design team to assist in the design and construction of the roadway widening at the south east quadrant of the SE Heritage Boulevard Intersection. The Geotechnical field study included auger borings. TSF also prepared a Roadway Soil Survey Report that included geotechnical recommendations and evaluations regarding cut and fill slopes, excavation, and on-site soil suitability. The project was completed on time and within budget.

ABBREVIATED RELEVANT PROJECT EXPERIENCE

- Treasure Coast Behavioral Health Facility, Martin County, Florida
- MastArms Signal Replacement Dixie Highway and Savannah Road Intersection, Martin County, Florida
- SR714/ Martin Downs Blvd. over Danforth Creek Bridge Repairs, Martin County, Florida
- Martin Health System North Campus Enhancement, Stuart, Florida
- Konover Site Development, Stuart, Florida
- The Empress Condos, Martin County, Florida
- Lighting Analysis and Design S-9/I-95 from South of Rest Area to South of Sr-714, Martin County, Florida
- Design Services for SR-5 (US-1), Martin County, Florida
- Dixie Highway Box Culvert Replacement, Martin County, Florida
- Checkers – Kanner Highway, Martin County, Florida
- MastArms along Southwest Matheson Avenue, Martin County, Florida
- Box-Culvert – Cove Road east of Dixie Highway, Martin County, Florida
- Martin County WWTP Accelerator Demolition, Martin County, Florida
- MCU North WWTP Headworks Improvements, Martin County, Florida
- Well Abandonment – Palm City, Martin County, Florida
- SR-A1A Lightning east of Lyons Bridge to SR-732/ Jensen Beach Boulevard, Stuart, Florida
- S-135 By-pass Culvert Abandonment Project, Stuart, Florida
- Proposed Retail at US-1 and Johnson Road, Stuart, Florida
- Highlands Reserve – Box Culvert Headwalls Analysis, Martin County, Florida
- Mack Dairy Road Improvements, Martin County, Florida
- Martin Downs Boulevard, Martin County, Florida
- Sand Trail and Martin Downs Boulevard Right Turn Lane, Martin County, Florida
- Murphy Road and Canoe Creek Terrace MastArms Analysis, Palm City, Florida
- Britt Road Bridge Replacement, Stuart, Florida
- Martin Health System Parking Garage, Stuart, Florida

PROFESSIONAL EXPERIENCE

Mr. Raj Krishnasamy, P.E., President and Principal Engineer of Tierra South Florida, Inc. (TSF), is a Florida State Registered Geotechnical Engineer with over 31 years of experience. Mr. Krishnasamy oversees the geotechnical engineering, construction materials testing, and inspection services operations. His experience consists of successfully completing over 3,500 public and private projects. He serves as Project Manager for continuing contracts with over 20 Florida public agencies. He has a history of repeatedly retaining those contracts through successful, cost-effective and prompt execution of each task order. Mr. Krishnasamy's daily involvement with the in-house and field operations of the construction and geotechnical services departments provides him the "hands-on" experience and knowledge of current construction codes and construction practices throughout the State of Florida. Mr. Krishnasamy and his highly experienced team focus on providing the client with a consistently accurate, cost-effective quality product that is delivered on time and within budget.

RELEVANT PROJECT EXPERIENCE

Florida Community Health Center, 15858 SW Warfield Boulevard, Indiantown, Florida. TSF performed a geotechnical exploration for the addition to Florida Community Health Center in Indiantown, Florida. The addition is single-story, will abut on the northwest corner of the existing building, and will cover an area of approximately 2,500 square feet, with shallow foundations, slab-on-grade, and reinforced masonry walls. Site improvements include new drainage. The purpose of the study was to explore the subsurface conditions at the site to enable an evaluation of acceptable foundation systems for the construction. Provided geotechnical engineering report outlining the testing procedures, the site and subsurface conditions, and geotechnical recommendations for foundation design, general site development and comments regarding factors that may impact construction and performance of the proposed construction. Additionally, TSF issued an estimate of the seasonal high groundwater.

Addition to Florida Community Health Center, 15858 SW Warfield Boulevard, Indiantown, Florida. TSF performed a geotechnical exploration for the addition to Florida Community Health Center at 15858 SW Warfield Boulevard in Indiantown, Florida. The addition will be a single-story and will abut on the northwest corner of the existing building. The addition will cover an area of approximately 2,500 square feet, with shallow foundations, slab-on-grade, and reinforced masonry walls. Site improvements include new drainage. The purpose of the study was to explore the subsurface conditions at the site to enable an evaluation of acceptable foundation systems for the construction. Field work included Standard Penetration Test (SPT) borings and percolation (BHP) test. Provided geotechnical engineering report outlining the testing procedures, describes the site and subsurface conditions, and presents geotechnical recommendations for foundation design, general site development and comments regarding factors that may impact construction and performance of the proposed construction. Additionally, TSF issued an estimate of the seasonal high groundwater.

SFWMD Lakeside Ranch STA, Martin County, Florida. TSF is currently providing construction material testing services for the SFWMD Lakeside Ranch STA South project. The purpose of the project is to construct a Stormwater treatment area and associated levees, water control structures, culverts, boat ramps, and control buildings. Laboratory services include Proctors, sieves, organic test on soil samples; concrete compressive strength testing on high strength cylinders. TSF is also providing QC services for all soils testing, embankment (levees and structures), subgrade, base (FDOT ROW), concrete testing sampling for water control structures, buildings and misc. structures. Our building inspectors are providing reinforcing steel inspections for all structures prior to concrete pours.

Monitoring Well Installation and Well Plug / Abandonment Plan, SFWMD Lakeside Ranch STA-South, Okeechobee and Martin County, Florida. TSF provided geotechnical engineering services for the project which consisted of several monitoring wells to be installed and abandoned within SFWMD Lakeside Ranch property, in Martin and Okeechobee Counties, Florida.

**RAJ
KRISHNASAMY,
P.E.
PRESIDENT, PRINCIPAL
ENGINEER
31 Years of Experience**



EDUCATION

MS in Geotechnical Engineering, University of Memphis 1995

BS in Civil Engineering, Christian Brothers University 1987

Diploma/1984/Electronic Engineering, Malaysian Air Force Institute

PROFESSIONAL ORGANIZATION AND REGISTRATION

Professional Engineer: Florida, 53567

Certified OSHA Supervisor

Certified Environmental Consultant

RELEVANT PROJECT EXPERIENCE CONTINUED

Hosanah Lane from SW Martin Highway to a Dead-end, Martin County, Florida. Tierra South Florida (TSF), Inc. completed a pavement evaluation for Hosanah Lane from SW Martin Highway to a Dead-end in Martin County, Florida. The project involved performing pavement cores to evaluate the existing asphalt pavement road for hauling large pipes on a short period of time. The existing road is approximately 2 miles long. Provided pavement evaluation report that contained the data collected during initial site reconnaissance, presented pavement information from the asphalt cores and provided recommendations. TSF also completed a post hauling pavement evaluation for the project which involved performing pavement cores next to the previous study to observe the changes between pre-hauling and post-hauling condition. Additional pavement coring was performed. Provided evaluations and recommendations regarding data collected during initial site reconnaissance and pavement information from the asphalt cores sampled.

ABBREVIATED RELEVANT PROJECT EXPERIENCE

- Treasure Coast Behavioral Health Facility, Martin County, Florida
- Mast Arms Signal Replacement Dixie Highway and Savannah Road Intersection, Martin County, Florida
- SR714/ Martin Downs Blvd. over Danforth Creek Bridge Repairs, Martin County, Florida
- Martin Health System North Campus Enhancement, Stuart, Florida
- Konover Site Development, Stuart, Florida
- The Empress Condos, Martin County, Florida
- Lighting Analysis and Design S-9/I-95 from South of Rest Area to South of Sr-714, Martin County, Florida
- Design Services for SR-5 (US-1), Martin County, Florida
- Dixie Highway Box Culvert Replacement, Martin County, Florida
- Checkers – Kanner Highway, Martin County, Florida
- Mast Arms along Southwest Matheson Avenue, Martin County, Florida
- Box-Culvert – Cove Road east of Dixie Highway, Martin County, Florida
- Martin County WWTP Accelerator Demolition, Martin County, Florida
- MCU North WWTP Headworks Improvements, Martin County, Florida
- Well Abandonment – Palm City, Martin County, Florida
- SR-A1A Lightning east of Lyons Bridge to SR-732/ Jensen Beach Boulevard, Stuart, Florida
- S-135 By-pass Culvert Abandonment Project, Stuart, Florida
- Proposed Retail at US-1 and Johnson Road, Stuart, Florida
- Highlands Reserve – Box Culvert Headwalls Analysis, Martin County, Florida
- Mack Dairy Road Improvements, Martin County, Florida
- Martin Downs Boulevard, Martin County, Florida
- Sand Trail and Martin Downs Boulevard Right Turn Lane, Martin County, Florida
- Murphy Road and Canoe Creek Terrace Mast Arms Analysis, Palm City, Florida
- Britt Road Bridge Replacement, Stuart, Florida
- Martin Health System Parking Garage, Stuart, Florida



2. Operational Plan and Task Approach

Thorough Understanding of Engineering Services

Kimley-Horn's understanding of Indiantown's needs under this contract position our firm as an easy selection for the Village. We know the Village, Village staff, and the challenges and opportunities ahead that new municipalities face. We have a proven history and track record of delivering projects to similarly positioned municipalities and as such, we've crafted an approach to facilitate these efforts.

The technical scope of services provides a variety of different task assignments. Therefore, the following descriptions provide a generalized understanding of the different types of tasks that may be assigned. Specific considerations will be noted when reviewing task assignments. The Kimley-Horn team assigned to the Village is well versed in all the service areas required for this project.

Civil Engineering

Civil engineering forms the backbone of our experience and qualifications to serve as your project engineer. With a single point of contact, we have the capability to serve the Village in a variety of disciplines. Any project can involve a multitude of different disciplines. At Kimley-Horn, we have experienced professionals in utility engineering, transportation planning, roadway design, site planning, coastal design, master planning, traffic operations, surface water management, hydraulic/hydrologic modeling, and storm drainage design, among others. We have the in-house capabilities to provide you with any civil engineering need that may emerge. Our multidisciplinary depth of resources means that you will receive unmatched service.



Hydrology/Stormwater Management

Kimley-Horn's stormwater management expertise includes hydrological and hydraulic analyses, surveying, planning, permitting, and the design of all water control structures ranging from pipes and culverts to major control and pump structures. We can address both stormwater quantity and quality issues. Our staff is familiar with all of the accepted state-of-the-art computer programs used in stormwater management engineering and also have key relationships with the relevant permitting agencies. We have worked closely with the U.S. Army Corps of Engineers Regulatory Branch in the permitting and design of stormwater facilities and with the Federal Emergency Flood Management Agency (FEMA) when coordinating floodplain revisions to FEMA's Flood Insurance Rate Maps.



We have served the Northwest, Southwest, and South Florida Water Management Districts. We also have served as the engineering consultant for 14 drainage subdistricts (including 11 in the Everglades Agricultural Area) spanning Palm Beach, Hendry, and Glades counties. Our services have encompassed drainage consultation and permit application preparation, including applications to regional water management districts and the Florida Department of Environmental Regulation. Representative projects include the design of canals, culvert crossings, water control structures, roads, levees, bridges, stormwater management facilities, stormwater treatment facilities, and pump structures. These project areas range in size from 400 to over 130,000 acres.

Site Civil Engineering

Our staff has experience investigating and solving complex design issues. Conducting field investigations, collecting and analyzing background data, and establishing meaningful goals and objectives are all prerequisite steps in the engineering process. We are aware of environmental and financial constraints normally associated with the development process and are committed to developing plans that work for the Village. Maximizing the use of existing facilities is also an important consideration when developing cost-effective plans.



Roadway Design

Roadway design and planning is one of the mainstays of our firm's professional practice. Collectively, our engineers have been responsible for the design of more than 2,000 miles of roadway, much of it here in Florida. We have provided these services for urban, rural, primary, secondary, and interstate roadways for clients ranging from small municipalities to state departments of transportation. We are well equipped to address all related aspects of roadway design projects such as intersection geometrics, utility relocations, traffic control, signalization, structural/bridge design, and other features. Paving and drainage services are often an integral part of our roadway design projects, and our substantial experience in dealing with regulatory and other agencies enables us to secure the necessary permits and approvals for building and upgrading roadway facilities. In addition, Kimley-Horn has provided construction administration services on hundreds of miles of urban and rural roadways for projects ranging from limited-access arterials, to collector facilities for counties, cities, and state departments of transportation. Construction phase services include cost estimating, pre-bid services, and construction administration and observation.



Traffic Operations and Transportation Planning

Our firm offers complete traffic operations and transportation planning services in-house. Kimley-Horn has completed thousands of traffic engineering projects, ranging from major areawide systems involving hundreds of intersections to single intersection designs. Our traffic engineering staff includes experts in the areas of signal system design; intersection design; signing and marking studies and plans; speed studies, safety and operations studies and plans; accident analysis and testimony; pedestrian safety programs; access, parking, and circulation studies; and general traffic engineering consultation. Clients for which we have provided traffic engineering services on an ongoing basis include the cities of West Palm Beach, Altamonte Springs, Miami Springs, Orlando, Greenacres, Coral Springs, Tampa, Tamarac, Cooper City, Titusville, and Melbourne, the towns of Jupiter and Palm Beach, Districts One, Two, Three, Four, Five, and Six of the Department of Transportation, and Indian River, St. Lucie, and Martin counties.

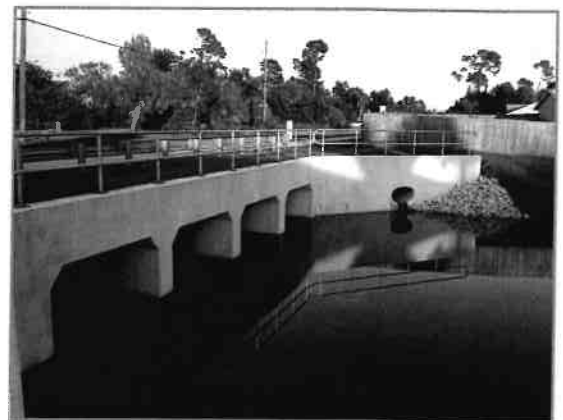


Utility Engineering

Kimley-Horn's water resources engineers are internationally recognized experts in the latest technologies including reverse osmosis, membrane softening, ion exchange, and distillation. Our capabilities encompass utility studies, planning, design, permitting, and construction observation services. Staff professions have award-winning experience in the design of lime softening and reverse osmosis water treatment systems, including the design of wells, master pumping stations; water storage facilities; and water treatment, distribution, and transmission facilities. We also have extensive experience in planning, environmental assessment preparation, funding application preparation, rate studies, design, and construction of wastewater collection and treatment projects. Our services in this area include wastewater treatment plant design and expansion, collection and transmission system design, inflow/infiltration studies, pump station design, and force main design.

Structural Engineering

Our firm offers you expertise in design, construction inspection, and evaluation of bridges, roadway structures, buildings, parking facilities, and water control structures. In addition, we provide hurricane preparedness and damage assessment services. Our structural experience includes the design of more than 700 bridges and inspection of nearly 3,000 bridges for programs in several states. We have also designed and modified water control structures for numerous agencies throughout the state, including the South Florida Water Management District, the Lake Worth Drainage District, the South Florida Conservancy District, and the Everglades Agricultural Area.





Landscape Architectural Services

Our landscape architects and urban planners have varied public-sector experience ranging from corridor plans and downtown streetscape programs to parks and recreation planning. Our planners and landscape architects emphasize the development of a pleasing visual environment, meaningful theme, distinctive image, and strong sense of place. Our full-service consulting includes feasibility studies, master planning, design, permitting, public participation and consensus building, and construction administration. Our Kimley-Horn team are experts in conducting public involvement programs, including community workshops, to promote consensus.

Environmental Permitting, Assessment, and Remediation

Kimley-Horn maintains an experienced team of senior environmental scientists, geologists, hydrogeologists, planners, and field technicians with expertise in a wide range of environmental planning and problem-solving services such as permitting, corridor location studies, environmental assessment reports, and environmental analyses.

Services we have provided include underground storage tank assessment, asbestos management, spill cleanup, and hazardous waste disposal. In addition, our firm is a leader in biological environmental issues, such as wetland delineation, critical habitat identification, and protected species conservation. Our professional environmental services include:



- Land use and development feasibility studies
- Environmental impact statements
- Contamination assessment/remediation for soils, ground water, and surface water
- Comprehensive environmental compliance evaluations
- Environmental audits (all phases)
- Environmental permitting (RCRA, clean air, NPDES, 404, incidental taking, coastal construction, U.S. Army Corps of Engineers, Water Management District, U.S. Coast Guard)
- Waste minimization/process optimization
- Wildlife/habitat studies and mitigation planning
- Aerial photo interpretation, mapping, and habitat evaluation using GIS systems and remote sensing imagery
- Wetland jurisdictional evaluations, mitigation plans, and monitoring

Traffic Impact Analyses

Kimley-Horn has been involved in the development and application of traffic impact analyses (TIAs) for more than 30 years. The firm has conducted thousands of TIAs for projects of virtually all magnitudes and types, including mixed use, commercial, institutional, recreation, residential, industrial, and research developments. Our engineers and planners have also reviewed TIAs for local and regional agencies, developed impact analysis and impact fee systems, trained public agency staffs in TIA review and computer modeling techniques, and conducted transportation financing research for the federal government. Typical goals and responsibilities during these studies include:

- Maximizing the efficiency and use of existing roadways to promote use of alternative modes of transportation.
- Determining mitigation measures for adverse project impacts.
- Assuring a workable project.
- Pavement Evaluation and Management

Kimley-Horn has a successful track record of creating and maintaining effective pavement management systems throughout the U.S. and specializes in all aspects of pavement management, from roadways to parking lots to airports. We offer significant expertise in the latest methods, such as Full Depth Asphalt Recycling (FDAR), pulverization techniques, Asphalt Rubber and Aggregate Membrane (ARAM), as well as additional in-place pavement recycling techniques. We have significant expertise in citywide pavement management, MicroPAVER and computer applications, GIS, pavement design and rehabilitation design, and predictive life analysis. Our team has experience not only in pavement management programs, but also in roadway design and construction management, which means we understand the



issues from start to finish and will provide a common-sense approach to maintenance and rehabilitation. We evaluate what needs to be done and where to apply the right combination of cost-effective preventative maintenance, rehabilitation, and/or reconstruction repairs at the right time to extend the service life of the pavement. We offer fully developed programs including pavement evaluation, pavement restoration, pavement management, and ADA assessments with remediation recommendations and design.

Construction Engineering and Inspection (CEI)

Kimley-Horn has provided CEI services on hundreds of miles of urban and rural roadways for projects ranging from limited-access arterials to collector facilities for counties, cities, and state departments of transportation throughout the United States. Our full-service consulting includes comprehensive construction administration services with experienced inspection staff in all types of construction across all disciplines. In addition to receiving the benefit of our inspectors' experience, our construction phase personnel can attend pre-construction conferences and regular project meetings, and provide review and approval of pay estimates, and all other activities required to achieve well-coordinated construction of proposed improvements. Our construction phase services can include providing a full-time or part-time construction observation representative, evaluating equipment delivered as compared to shop drawings, coordinating punch list observations and materials testing, or extended services that support your expectations.

Public and Stakeholder Involvement

Kimley-Horn is sensitive to the pivotal role of meaningful public involvement programs that enable area residents to establish their priorities. Community involvement determines the overall design program, funding strategies, and implementation priorities. Our expertise in providing a broad range of services helps to ensure the successful implementation of your goals while addressing the specific challenges that each project entails. Our team's experience in coordinating and conducting public meetings and information sessions will relieve Village staff of a considerable burden.

We are known for developing innovative approaches to projects that involve neighborhood participation. We understand that some projects require community involvement and acceptance, and we have developed effective methods of bringing the community into the process. Kimley-Horn is strongly committed to conducting public participation programs that educate, inform, and build consensus for a particular solution. Each project is different in terms of the stakeholders and the critical issues involved; thus, each public involvement program is tailored to specifically address the project's needs. If any work assignment calls for public involvement, we can accomplish this through public meetings scheduled at critical points in the process, notifying the public of meetings, and communicating as often as needed with interested citizens. Local funding is generally easier to obtain if the public is in support of the project.

Approach to Work Authorization

Kimley-Horn recognizes that a teamwork-based approach is critical to successfully serve the Village of Indiantown and exceed your expectations for each assignment. Our project management plan is centered on the combined efforts of our project manager, **Jordan Haggerty, P.E.**, and Village staff. Each assignment will be considered individually based on the Village's needs and a project team will be assigned to meet the Village's goals. This approach allows Indiantown a single point of contact over multiple assignments with Kimley-Horn's team. If needed, a deputy project manager will be temporarily assigned to maintain our high levels of client service and commitment to the Village. This will ensure a point of contact is *always* readily available – just a phone call or short drive away.

Our approach to project management is characterized by the following proven philosophies and policies, which are ingrained in Kimley-Horn's culture:

- Develop a clear understanding of the Village's vision for the project.
- Develop a comprehensive work plan and schedule to accomplish the project.
- Set milestones that support the schedule delivery.
- Production management for milestone delivery and staffing needs.
- Communicate with the Village regularly on project status and outstanding issues.
- Create an atmosphere that encourages teamwork and efficiency to successfully complete the project within budget and on schedule.



This approach brings a unified team in lock-step with the Village staff's vision for the project delivery. When a quick turnaround is needed on a large effort, Jordan has direct authority to allocate resources both internally from the West Palm Beach and Boca-Delray offices and externally by bringing in support staff from other offices to complete your assignments. The key is to make sure that the ongoing projects continue to progress along their schedules while new, rapid delivery projects are allocated additional resources to ensure that all of your projects move toward your expected deliverables on or before the due date. Resource sharing is not just something that we talk about—it is something that our project managers direct on a weekly basis. For the Village, that means urgent project demands can be completed quickly and efficiently with responsive staff allocation to your critical needs. Kimley-Horn has a no-nonsense, team-oriented, results-driven management approach

Ability to Work Within Budget and Time Constraints

Based on our project team's collective experience, we have developed project management and reporting procedures that will allow our team to track Indiantown's projects with respect to schedules and budgets. We believe the system we have historically used for the successful completion on many projects will work effectively for the Village.

Our first step in schedule and budget control is to understand your vision for a project and then develop a realistic schedule and scope to make that vision a reality. This step requires immediate and clear communication and is a critical step in partnering for a successful project. We will define the project requirements, understand potential obstacles to success, identify potential opportunities to achieve more within the same project, and create a project work plan that allows us to accomplish your goals efficiently.

Working Within Time Constraints. Prior to beginning work on any project, we will prepare a detailed project schedule and monitor it against actual project milestone completion dates. Project schedules are evaluated at different frequencies depending on the magnitude of the project. We use several different software packages, including Microsoft Project and the Primavera scheduling programs to schedule our work. Schedule updates can also be sent in simple PDF formats to the project team throughout the life of a project. We can tailor our updates to the frequency you require. Paramount to the success of any project is a continued partnering throughout the project to adapt as necessary to unforeseen circumstances. We will include critical decision-making points in our work plans so the project team and the Village can agree upon the best course of action to keep projects on track. We know there will always be unexpected challenges unique to any given project, so it is critical to develop and follow an approach that controls what can be controlled while building in mechanisms for dealing with the unexpected. When required, our team can accelerate work to meet a change in project schedule. This process is used frequently when workloads require extra personnel. It allows our team to be flexible and be able to react to all types of scheduling changes.

Budgetary Monitoring. Our project manager actively monitors project charges posted to each work order on a bi-monthly timeframe, and will assess this expenditure using an S-Curve management approach to ensure our expenditure is progressing in accordance with the planned approach. All our project managers receive bi-weekly project details and monthly summary reports showing expenditures subdivided by task, as well as having continuous online access to our project accounting system. These are used to monitor progress on the project, prepare monthly invoices and progress reports, and assess budgets. This proactive monitoring procedure has had a consistent record of completing our projects within budget.

Kimley-Horn is confident in its ability to monitor project schedules to meet the Village's expectations and we have an exemplary record of performance. We are prepared to commit the necessary resources to ensure that your projects stay on schedule and within budget.

Quality Control Procedures

We understand quality must be built in from the beginning and can't be added as an afterthought. We have identified senior staff members to lead our quality control efforts for specific tasks. We understand the beginning of a successful QA/QC plan is having the right key professionals assigned to both produce and review project deliverables. Furthermore, the makeup of our project team and the independent strengths of Kimley-Horn will allow internal peer review as part of the QC process. **Jordan Haggerty, P.E.** will lead the day to day production efforts and be responsible for ensuring all production efforts are completed with an appropriate QA/QC process. Formal coordination reviews are completed to ensure coordination of conflicts, proposed design elements between component plan sets, and different disciplines. Typically, weekly status meetings and plan reviews are instituted once a project goes into production so that all members of the design team—engineers, landscape architects, and architects are working from the most current documentation and client direction. Information is disseminated from the project manager to the team via meeting minutes and status updates. This sets the

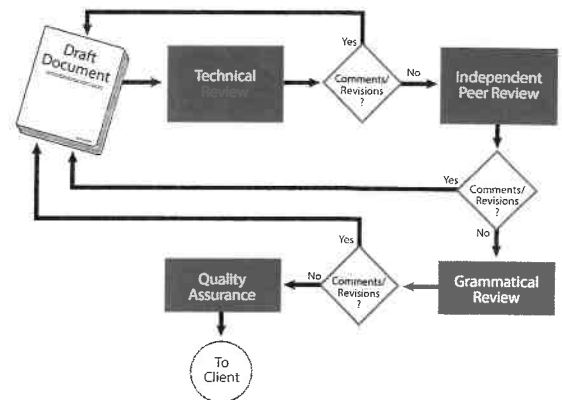


expectation of the team for scheduling their portions of the whole project. Also, these weekly meetings serve as a Quality Control check for the project manager since it will typically lead to productive discussion amongst the team during the design phase.

The Kimley-Horn Project QA/QC Plan is based on these principles:

- Quality is **achieved** by adequate planning, coordination, supervision, and technical direction; proper definition of job requirements and procedures; understanding the scope of services and deliverables; the use of appropriately skilled personnel; and by individuals performing work functions carefully, including paying strict attention to avoidance of errors and omissions.
- Quality is **assured** through checking, reviewing, and surveying of work activities by individuals who are not directly responsible for performing the initial efforts.
- Quality is **controlled** by assigning a manager to perform QC functions consisting of surveying and evaluating the work and the procedures followed while performing the services.
- Quality is **verified** through independent reviews of the processes, procedures, documentation, supervision, technical direction, and staffing associated with project development.

Prior to plans being sent to the client for procurement, the project manager will send a review set of plans and specifications to our in-house construction services experts to review for construction issues which may arise. Our internal resources provide us with a unique ability to identify issues during the QC process before they become issues in the field. Typically, these reviews take a few hours, but can provide critical insight and identify potential issues before the contractors have the chance to bid on the documents. This simplifies the bid process and the construction timeline. The result—projects brought in on time and budget.



Subconsultant Supervision

Our Kimley-Horn team is highly experienced in large-scale projects that demand close coordination among multiple team members. We realize our clients expect a high level of responsiveness, communication, and quality. Consistent communication from project conception through completion allows our subconsultants to have a complete understanding of your expectations and ours. For day-to-day management, we coordinate regularly with our subconsultants to verify they are using the latest industry standards.

Our subconsultant team members were selected based on their proven abilities to follow through, superiority in their fields of expertise, and strong commitment to teamwork. We have previously teamed with these subconsultants in the past, are confident in their high quality of work and professionalism, and are confident that our collaboration will continue to be successful for any project services required by the Village. Project manager **Jordan Haggerty, P.E.** will coordinate with each firm to ensure that they adhere to Kimley-Horn's established QA/QC procedures.

Contract Compliance and Enforcement of Industry Standards

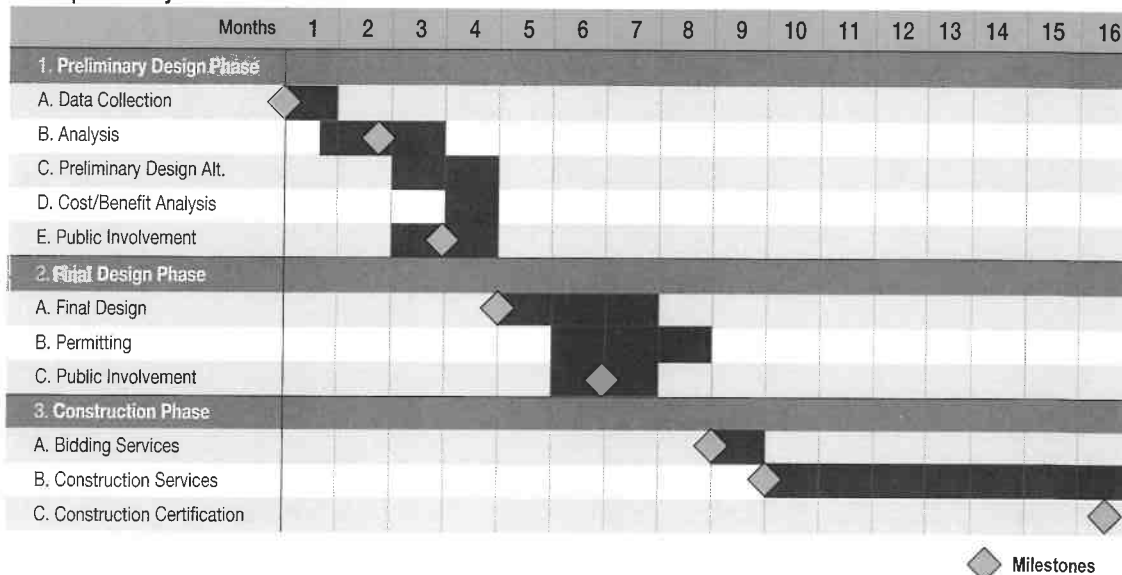
All successful design firms must remain abreast of changes to applicable codes, standards, and regulations as they apply to each specific discipline. Kimley-Horn is no exception. Our civil engineering and consulting professionals refer to FDEP, EPA, FDOT, and USACE (to name a few) codes, standards, and regulations pertaining to all site planning and design assignments we undertake. Administration of many of these applicable codes, standards, and regulations has been delegated to state and local regulatory agencies.

Schedule Maintenance and Recovery

All schedules will be prepared using Microsoft Project using a Critical Path Method format to identify driving tasks. We will actively manage these driving tasks to ensure they are maintained on schedule to minimize impacts to our project schedule. Our project manager will establish an initial project schedule, showing all deliverables and milestones using Microsoft Project to prepare schedules and monitor project progress. Once the Village project manager has accepted the initial schedule, we will monitor progress and notify the Village of any deviations to the schedule, prepare schedule updates as needed, and communicate accordingly with the Village's project manager. In addition, we will use Microsoft Outlook to alert all team members and track milestone dates, deadlines, and related activities to enhance communication with Village staff.



Sample Project Schedule



Cost Control and Value Engineering

Cost Control. Kimley-Horn has a proven record of performing within budget. Meeting your expectation of project cost is not just a goal to us—it is a mandate. The key to our success in this area is managing the project elements at the right time. We routinely use reports from our internal Management Information System (MIS) to stay conscious of project budgets. These reports, which track all costs, are distributed to our project managers twice a month for their continual input. This information enables us to make mid-course corrections if the needs of the project change.

Possibly the largest potential area where we can maximize efficiency and control cost is in our designs. Kimley-Horn's deliverables directly affect construction cost, which is why it's not only essential to provide error-free, constructible designs, but also to ensure that appropriate measures of value engineering have been applied to the design. We work hard to prepare thorough plans and specifications that accurately and completely define the project requirements, and each project deliverable goes through a rigorous quality assurance/quality control review prior to finalization. We break down our project designs into discrete pay items with specific descriptions of what is included in order to avoid misunderstandings by the contractor during bidding and construction. We carefully monitor the contractors' progress during construction and assist them in interpreting the contract requirements whenever a question arises. We also review proposals from the contractor to modify elements of construction that may offer cost or schedule benefits to the client. This attention to detail throughout the project ensures that our clients receive the most value from our services.

Value Engineering. Kimley-Horn's value engineering philosophy is to provide constant value engineering by focusing on better decisions, better information, better analysis, cost reductions, increased productivity, and accurate deliverables throughout all project steps. Value engineering is a key factor for developing successful projects that transition from study to design and design to construction. The challenges associated with each project task are solved creatively and effectively and each step is reviewed by the most qualified professional to ensure the highest level of value. Kimley-Horn has also worked with many municipalities and governmental agencies to provide peer reviews and value engineering reviews. Our team's expertise can be applied to designs completed or partially completed by other engineering companies.

Our experience in all facets of municipal work can be applied to any existing project with positive results and added value to the Village. The common goal of the Kimley-Horn team is to provide the Village with the most value throughout every aspect of each project assignment.



Kimley-Horn understands your priorities and what you expect from the value engineering process. Construction projects face many challenges: budget constraints, environmental impacts, user expectations, and quality, just to name a few. Applying the value engineering methodology to the design and implementation of construction projects can provide the following benefits:

- Reduced project construction costs
- Decreased operation and maintenance costs
- Improved project schedules
- Increased effective use of resources

The process can be a separate independent formal review or integrated into the design process. During design or review of a project, decisions comparing issues of cost, constructability, longevity, and ease of installation and maintenance, among others, are always present.

Our role in reviewing plans focuses on asking questions that allow decisions to be made that will increase return on the owner's investment by improving the value of the project. The best value is provided by the solution that maximizes the benefits being provided at the best price (considering initial and long-term costs) while meeting the overall design intent and the client's expectations.

Implementing value engineering requires brainstorming, experience with similar decisions, and project understanding. The Kimley-Horn team presented to you in this proposal has the right tools to meet your needs. We recognize that value engineering is not an exact science—it comes from the experience earned from decades of hard work. It comes from “tried and true” experiences and finding a way to approach a project. Kimley-Horn's extensive experience with these types of projects provides us with the expertise required to maximize the benefits of the value engineering process.

Project Management Systems

On-call contracts require a different approach from typical project-specific contracts. For the projects anticipated to develop from this contract, project manager Jordan Haggerty's approach will be specific and tailored to the necessary disciplines required to complete the assignment effectively. At Kimley-Horn, we understand that responsiveness is of the utmost importance. Kimley-Horn recognizes that strong project management techniques are necessary to successfully complete all the Village's projects.

Our standard management practices are outlined in a formal manual published by the firm entitled, Project Manager's Manual. This document clearly establishes the firm's policy, which requires the project manager to prepare a detailed work plan and management plan for each project, no matter the scale or complexity of the project. This includes a plan for controlling and directing all elements of the project, including schedule and budget.

Kimley-Horn is very proactive when it comes to understanding our current workload and the capacity to take on additional work without impacting our availability to our clients. We know the importance of meeting our clients' deadlines and we take the necessary steps so we can confidently commit to meeting the Village of Indiantown's. Our management process ensures the availability of resources for project staffing requirements through a proprietary program maintained on our computer network called “cast-aheads.” Our local West Palm Beach office is staffed to handle the type of projects anticipated to develop from this contract. However, the cast-aheads process ensures that sufficient staff and hours are available to meet project schedules, particularly on the large scale and long duration projects. Combined input from the project manager and deputy project manager is compiled and distributed in the form of a report to all project managers and regional management for review and discussion at the monthly cast-ahead meeting. Work overloads and/or shortfalls for specific personnel, individual offices, and disciplines are tabulated and addressed at the meeting. Where possible, these imbalances are resolved through internal shifts of personnel between offices, at no additional expense to the Village. This process is what separates Kimley-Horn from the other firms, we shift people in to complete the work, not shift work out; therefore, the Village can be assured that all the Village's work will be produced here in our local West Palm Beach office. Because of the level of effort we spend on understanding workload and on what projects staff are working on, Kimley-Horn can define on very short notice our ability to handle any task assignment and exactly who has the most availability to work on a project so it is completed on time.



Communication Procedures

Effective communication begins with listening to Indiantown's ideas about, concerns regarding, and goals for each project. Communication is in all forms: face-to-face meetings, telephone, email, and written. Our team members use the same principles—communicate frequently, keep involved/responsible team members in the loop and, most importantly, keep the Village informed and involved. Making certain that our team and your staff are on the same page throughout the course of the project will help avoid or mitigate potential problems or issues that might arise. To do this, we will:

- Keep you informed through progress meetings and progress reports.
- Provide you with regular conference calls to keep you abreast of critical issues as they arise and assure your continued input throughout the process.
- Encourage ongoing electronic communications among all members of the project team. This will allow team members convenient and fast access to information and serve as a tool to keep everyone up to speed with the progress of the project and upcoming meetings and activities.

When task work is underway, all team members can communicate with the Village and within the team to work efficiently, keeping the project manager and Village project manager in the loop. The Kimley-Horn team will be responsible to all requests/correspondence from the Village. Our standard practice is to respond within 24 hours—even if the response is to say we do not have an answer or document yet, but to establish a time when it will be ready. We have demonstrated over the past 51 years that if the matter is urgent, we respond immediately and in person if it is appropriate.



3. Experience References and Past Performance

Kimley-Horn has a distinguished history of successfully completing projects. Our success is due to a combination of effective project management, strong technical expertise, and a steadfast quality control program. The following is a sampling of two recent or current projects within the past year and three projects with a governmental entity within the past five years that illustrate our team's qualifications and relevant experience pertinent to the Village of Indiantown's Professional Engineering Services REI #02-2018.

Two recent or current projects within the past year:

Stormwater Master Plan Update #3

Miami Lakes, Florida

Kimley-Horn is currently providing all aspects of engineering assistance to the Town of Miami Lakes. When Miami Lakes incorporated in 2000, they obtained the responsibility and ownership of the roadway and drainage infrastructure within the Town limits. To develop Miami Lakes' own stormwater utility, Kimley-Horn prepared a stormwater master plan that outlined the deficiencies of their current stormwater system. The recommendations from this assessment included a prioritization of the improvements along with a five-year capital improvement program (CIP). Additionally, we developed the stormwater utility fee methodology and established the range of rates for the utility to implement improvements. A critical part of the planning efforts was to assist the Town in joining the National Flood Insurance Program (NFIP). Joining the NFIP is required for the community to obtain federally funded flood insurance and be part of the Community Rating System (CRS) to help reduce insurance rates for the community. Kimley-Horn was successful in helping the Town obtain an unprecedented CRS rating of 6 for a newly incorporated municipality.

Kimley-Horn has completed two updates to the Town's original stormwater master plan, and is currently working on a third update. The Stormwater Master Plan Updates provide the Town with a comprehensive look at completed stormwater improvements throughout the Town and provides an update to the CIP and a reprioritization of remaining stormwater work. Since incorporation, Kimley-Horn has also provided support to assess the condition of roads, sidewalks, signing, and striping throughout the Town limits. The recommendations from this assessment also included a prioritization of the improvements along with a five-year CIP. To facilitate implementing all identified Town improvements, Kimley-Horn provided construction documents, assisted in obtaining bids from contractors to implement the projects, and provided limited construction phase services.

Client Contact: Town of Miami Lakes, Alex Rey, Town Manager, reya@miamilakes-fl.gov, 305.364.6100

Cost: \$58,000

Date completed: 10/1/2018 (Anticipated)

Final Construction Cost: N/A

Final Construction Time: N/A

Amazon Distribution and Fulfillment Facility

Orange County, Florida

Full development services associated with design, permitting, and construction phase services for a 2.4 million SF (855,000 SF footprint) industrial distribution warehouse. The project was located on 120-acre project area and created 1,500 full time jobs with available infrastructure to support an additional 1,000 seasonal jobs.

Client Contact: Seefried Properties, Paul Seefried, PaulSeefried@seefriedproperties.com, 678.904.1917

Cost: \$315,800

Date completed: August 2018

Final Construction Cost: \$120,000,000

Final Construction Time: 13 Months



Three projects with a Governmental entity within the past five years:

Railroad Avenue Corridor Improvements

Martin County, Florida

Kimley-Horn was selected by the Martin County CRA to develop construction plans to improve vehicular and pedestrian access along Railroad Avenue between Indian Street and Garden Street. Railroad Avenue was an unimproved County right-of-way that abutted railroad right-of-way along the western edge and has light industrial uses along its eastern edge. The corridor suffered from a lack of defined vehicular access, non-existent drainage facilities, contaminated soils and overall blight. Kimley-Horn was tasked with developing improvements that would improve access to the existing numerous commercial land uses along the corridor, address water quality discharges, safely address the handling and disposal of the existing contaminated soils from within the corridor, improve potable water service and design a xeriscape landscape plan that will improve the aesthetics of the corridor all within a defined project budget from inception.

Client Contact: Martin County, Terry Rauth, Deputy Engineering Director, trauth@martin.fl.us, 772.419.6936

Cost: \$121,718

Date completed: October 2013

Final Construction Cost: \$1.3 million

Final Construction Time: N/A

Lake Hollingsworth Roundabout

Lakeland, Florida

As part of the continuing services contract with the City of Lakeland, Kimley-Horn was contracted as project engineer for the design of the City of Lakeland's first roundabout along Lake Hollingsworth Drive. The tasks included a feasibility analysis and conceptual design, final design as well as construction phase services. Design considerations included pedestrian safety, traffic calming, improved intersection functionality and constructability for an existing roadway.

This project was awarded Project of the Year 2015 by the Florida Engineering Society – Ridge Branch.

Client Contact: City of Lakeland, Greg James, MBA, CPM, Assistant Public Works Director, Greg.James@lakelandgov.net, 863.834.8440

Cost: \$71,300

Date completed: July 2015

Final Construction Cost: \$600,000

Final Construction Time: 5 months



Continuing Professional Engineering Services (including D-4 Stormwater Pump Station)

Town of Palm Beach, FL

During the past five decades, we have provided a wide variety of services for the Town of Palm Beach on numerous projects including stormwater collection and conveyance systems, stormwater pumping stations, gravity sewers, force mains, sanitary lift stations, water distribution systems, street improvement projects, coastal structures, facility upgrades, and recreational facilities. We worked on high profile projects such as the Town Square Streetscape and Improvements and the Bradley Park Renovation, as well as small-scale repairs and general consulting assignments on an as-needed basis.

The Town of Palm Beach asked Kimley-Horn to assume the role of successor engineer on the D-4 stormwater pump station project. In 2014, Kimley-Horn was called in to take over and update the plans on a very tight timeframe to get the project out to bid for the summer construction season. The Kimley-Horn team studied and modified another consultant's original design to make a few key changes that saved the Town over \$300,000, eliminating road work, minimizing traffic impacts, and reducing the project construction duration.

Noise has always been an issue at the site. The old design had a second generator being placed outside with the exhaust pointed right at a residence. The resident had been complaining about noise for years and this was going to make it worse. Kimley-Horn worked with



the Town's selected generator vendor to reconfigure the generator control panel location, which allowed the generator to be placed inside the existing pump station building---significantly reducing exterior generator noise.

There was a power cable run of nearly 1,000 feet to provide backup power to two other satellite pump stations. Kimley-Horn's project engineer was aware that conduits and wire already existed in this area, and devised a creative way to reuse the conduits with a custom automatic transfer switch. Kimley-Horn worked out the details with the electrical engineer and was able to tell the Town that this modification will save them \$300K worth of construction improvements, while completely eliminating roadwork and traffic impacts, which is probably worth more to them than the \$300K.

Kimley-Horn became the Town's trusted advisor for pump station construction, operation, and maintenance.



Owner: Town of Palm Beach, Patricia Strayer, P.E., pstrayer@townofpalmbeach.com, 561.838.5440

Cost: \$60,567

Date completed: 11/2014

Final Construction Cost: \$7,650,000 (was combined with D-10 stormwater pump station)

Final Construction Time: 9 months

Projected Workloads

Our current workload projections for the Florida offices indicate continued growth yet show sufficient capacity to handle this contract for the Village of Indiantown. All individuals identified on the organization chart in this proposal are full-time employees available and committed to fulfilling their assigned roles for this contract. We will provide the Village with a strong local presence, local staff, and experts who can provide technical support to ensure all aspects of the project are covered. Based on current staffing levels and current workload being performed or expected annually, Kimley-Horn is immediately available to begin serving the Village.

Team Member	Percent Available	Team Member	Percent Available
Jordan Haggerty, P.E.	55	Carlos Florian, P.E.	40
Mike Schwartz, P.E.	30	Erin Emmons, GISP	30
Gary Ratay, P.E.	35	Arnoldo Ariles, P.E., LEED AP	25
Lynn Kiefer	25	Jerry Piccolo, P.E.	30
Adam Kerr, P.E.	35	Marwan Mufleh, P.E.	20
Brian Good, P.E.	25	Sean Bukovich, P.E.	30
Stephanie Kinlen, P.E.	30	Kevin Schanen, P.E.	20
Tricia Richter, PLA, ASLA	40	Josh Horning, P.E., LEED AP	35
Jonathan Haigh, PLA, ASLA	25	Brett Johnson	40
Stefano Viola, P.E.	30	Vanesa Moreno, E.I.	45

Volume of Previous Work Awarded

The following table lists all projects that Kimley-Horn has been awarded by the Village of Indiantown.

Project Name	Project Start Date	Status
Indiantown Technical Assistant Grant	2018-04-16	Application submitted/Awaiting funding determination
Indiantown Competitive FL Grant	2018-04-16	Application submitted/Awaiting funding determination
Indiantown Roadway Assessment	2018-07-01	Completed



4. Familiarity

Kimley-Horn has been in Florida for 50 years and understands the importance of timely service, availability, and flexibility. Our philosophy for providing professional engineering services is based on a commitment to effective management and personal service. *We recognize the Village's desire to take advantage of strategic growth. We vow to not only be your full-service engineering firm, but your trusted advisor.* There are many aspects that community leaders should consider in growing the Village and preserving the community roots—infrastructure assessment and asset management, funding sources, and attracting high quality developments, to name a few. Kimley-Horn has guided several newly formed and similarly positioned municipalities such as Cutler Bay, Miami Lakes, and Palmetto Bay, and will endeavor to provide the same commitment to the Village of Indiantown. The ultimate goal of the Kimley-Horn team is to respond to the distinct needs of each locale we serve.

Kimley-Horn is invested in the Village of Indiantown, surrounding cities, and Martin County, and has maintained an office in the City of West Palm Beach for 50 years. There are nearly 250 Kimley-Horn professionals located within an hour of the Village. Our project manager, **Jordan Haggerty, P.E.** grew up in Martin County only 15 minutes from the Village, giving him the local knowledge and desire to enhance the community in which he was rooted. He is currently serving the Village on a roadway conditions assessment project which will qualitatively assess conditions of roadways, sidewalks, striping, and signage on roadways within the Village.

Local projects have included:

- CR 707/Dixie Highway, Martin County
- CR 707/Dixie Highway Roadway Improvements and Streetscape Design, Martin County
- Indian River Drive Parking and Sidewalk Project, Martin County
- Martin County Metropolitan Planning Organization (MPO) On-Call Transportation, Martin County
- Railroad Avenue Corridor, Martin County
- S.E. Salerno Road Corridor, Martin County
- North Jensen Energy Recovery Implementation, Martin County Utilities and Solid Waste
- Reclaimed Storage (2 MG) and System Improvements at Martin Downs Facility, Martin County Utilities and Solid Waste
- Tropical Farms and Jensen Beach Reverse Osmosis (RO) Water Plant Floridan Well Evaluation, Martin County Utilities and Solid Waste
- Waste Water Treatment Plant Maintenance Building Upgrades and Electrical Room Hardening Design, City of Stuart
- Fire Station #2, City of Stuart
- Wastewater Treatment Plant (WWTP) Raw Sewage Piping, City of Stuart

We are proud of the work that our team has completed in the Village, surrounding cities, and the Treasure Coast over the past 50 years. These projects have afforded us the opportunity to work in and around the Village of Indiantown and have resulted in many significant improvements to the local community. We are also very proud of the level of employment that we have provided to your local economy. Our project team members are eager to serve you on this project; we know the high level of quality that you expect, and our team will work tirelessly to make that happen. We consider ourselves to be an extension of the Village's staff and are committed to the success of the Village's projects.

Jordan will serve as the single point of contact who the Village can call to discuss the status of any project at any time. Jordan will identify, establish, and maintain the project goals, scopes, budgets, and schedules consistent with the Village's expectation. Since Kimley-Horn's West Palm Beach office is located less than 45 miles from the Village, Jordan can mobilize the Kimley-Horn project team immediately when necessary to expertly coordinate project efforts and provide responsive service to the Village.

We believe our local team offers many clear beneficial separators for this project:

- Local project manager who knows the history of the area
- Local project team members who have a long history of working together and completing the projects in the area with unmatched technical depth
- Familiarity with the Village's standards, procedures, processes, and preferences



- We are accessible for staff meetings and work sessions on short notice, and we can offer knowledge of local conditions because we are a local team
- Our team's combined municipal experience in design, administration, and construction phase services gives us the specific understanding of how to work with regulatory agencies, elected officials, various stakeholders and the local community to negotiate support and buy-in, and effectively achieve your objectives.
- Worked closely with multiple agencies, elected officials, and stakeholders
- Most of all, we are also invested in the success of this project because we are a part of this community!



5. Financial Assessment

At each step of a project for the Village of Indiantown, Kimley-Horn will develop a list of pay-items and quantities based on the design at that stage of the project. We will update the opinion of probable construction cost to gauge where we are in relation to the Village's budgeted amount, and coordinate with the Village to adjust design elements in the subsequent phase of the project if needed. In today's atmosphere of ever-changing construction costs, it will be important to update the estimate throughout the design process. Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided will be based on the information known to the Consultant at that time. If the Village chooses to hire an independent Construction Cost Estimator, Kimley-Horn will work closely and provide any required information related to the design to the Estimator.

Kimley-Horn has a proven record of performing on time and within budget. The key to our success in this area is managing the right resources at the right time. We emphasize project management using bi-monthly effort reports that give our project managers up-to-date staffing and expense information related to their projects. This information enables them to continuously monitor the status of project cost, cost control effectiveness, and schedule.



6. Insurance

Kimley-Horn has coverage in accordance with the requirements as detailed in Attachment A. A copy of Kimley-Horn's certificate of insurance (Acord form) is provided below.

Client# 25320		KIMLHORN		DATE (MM/DD/YYYY) 3/25/2018		
ACORDTM CERTIFICATE OF LIABILITY INSURANCE						
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com				
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601		INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins. Co. NAIC # 19445 INSURER B: Aspen American Insurance Company 43460 INSURER C: New Hampshire Ins. Co. 23841 INSURER D: Lloyds of London 085202 INSURER E: INSURER F:				
COVERAGES		CERTIFICATE NUMBER: 18-19		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		5268169	04/01/2018	04/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		4489663	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		CX005FT18	04/01/2018	04/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	015893685 (AOS) 015893686 (CA) 039326820 (ME)	04/01/2018 04/01/2018 04/01/2018	04/01/2019 04/01/2019 04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab		P070831800	04/01/2018	04/01/2019	Per Claim \$5,000,000 Aggregate \$5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Proof of Insurance						
CERTIFICATE HOLDER Sample Certificate				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 D. N. Gilling		
© 1988-2015 ACORD CORPORATION. All rights reserved.						
ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD JNOY1						



7 Submittal Forms and Requested Information

The items listed below are provided on the following pages:

- Licenses
 - Firm Licenses
 - Individual Team Member Licenses
 - Subconsultant Licenses
 - Sunbiz Registration Report
 - Business Tax Receipts
- Attachment B and W9
- Work Samples



Licenses

Firm Licenses

State of Florida Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on March 15, 2018, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fourth day of April,
2018*



Ken Detman
Secretary of State

Tracking Number: CU7486580346

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



U.S. Green Building Council

**Kimley-Horn and
Associates, Inc.**

Member Since 2006

THE U.S. GREEN BUILDING COUNCIL IS THE NATION'S FOREMOST COALITION OF LEADERS WORKING TO TRANSFORM THE WAY BUILDINGS AND COMMUNITIES ARE DESIGNED, BUILT AND OPERATED. ENABLING AN ENVIRONMENTALLY AND SOCIALLY RESPONSIBLE, HEALTHY, AND PROSPEROUS ENVIRONMENT THAT IMPROVES THE QUALITY OF LIFE.

Robert L. Horn
Chairman

R.
S. Patrick Kimley-Horn, Esq., CLE and LEED Accredited Professional

State of Florida

Board of Professional Engineers

Attests that

Kimley-Horn & Associates, Inc.



Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201901966 R

CA Lic. No:
696

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

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

LICENSE NUMBER

LCC000219

The LANDSCAPE ARCHITECT BUSINESS

Named below HAS REGISTERED

Under the provisions of Chapter 481 FS.

Expiration date: NOV 30, 2019

KIMLEY-HORN AND ASSOCIATES INC
421 FAYETTEVILLE STREET
SUITE 600
RALEIGH NC 27601



ISSUED: 11/06/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1711C00001566



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: LB696

Expiration Date February 28, 2019

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

KIMLEY-HORN AND ASSOCIATES, INC.
3001 WESTON PKWY
CARY, NC 27513-2301

Adam H. Putnam
ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE GEOLOGY BUSINESS HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

KIMLEY-HORN AND ASSOCIATES INC

421 FAYETTEVILLE STREET
SUITE 600
RALEIGH NC 27601

LICENSE NUMBER: GB175

EXPIRATION DATE: JULY 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.




Individual Team Member Licenses

State of Florida
Board of Professional Engineers
Attests that
Jordan Lee Haggerty, P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201915450 R


P.E. Lic. No: 80511



State of Florida
Board of Professional Engineers
Attests that
Michael Frederick Schwartz, P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201906610 R


P.E. Lic. No: 56200



State of Florida
Board of Professional Engineers
Attests that
Gary R. Ratay, P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201903292 R


P.E. Lic. No: 64662



State of Florida
Board of Professional Engineers
Attests that
Brian A. Good, P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201929253 R


P.E. Lic. No: 56939



State of Florida
Board of Professional Engineers
Attests that
Adam B. Kerr, P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201925178 R

P.E. Lic. No: 64773



State of Florida
Board of Professional Engineers
Attests that
Stephanie Alexis Kinlen, P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201936037 I

P.E. Lic. No: 84302

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RICK SCOTT, GOVERNOR JONATHAN ZACHEM, SECRETARY

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

LICENSE NUMBER
LA6667244

The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS
Expiration date: NOV 30, 2019

RICHTER, TRICIA CHRISTINE
4341 FUSCHIA CIRCLE SOUTH
PALM BEACH GARDENS FL 33410



ISSUED: 10/11/2017 DISPLAY AS REQUIRED BY LAW SEQ # L1710110002495



RICK SCOTT, GOVERNOR JONATHAN ZACHEM, SECRETARY

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

LICENSE NUMBER
LA6666795

The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2019

HAIGH, JONATHAN DAVID
1520 WEKIVA WAY
STE 200
WEST PALM BEACH FL 33411




ISSUED: 09/05/2017 DISPLAY AS REQUIRED BY LAW SEQ # L1709050001267

State of Florida
Board of Professional Engineers
Attests that
Stefano F. Viola, P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201907102 R


P.E. Lic. No: 74655



State of Florida
Board of Professional Engineers
Attests that
Carlos H. Florian, P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201910492 R

P.E. Lic. No: 80500





State of Florida

Board of Professional Engineers

Attests that

Arnoldo A. Artilles, P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201914760 R

P.E. Lic. No:

70645

State of Florida

Board of Professional Engineers

Attests that

Jerry Marcus Piccolo, P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201907301 R

P.E. Lic. No:

80484

State of Florida

Board of Professional Engineers

Attests that

Marwan Hashem Mufleh, P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201916262 R

P.E. Lic. No:

45329

State of Florida

Board of Professional Engineers

Attests that

Sean M. Bukovich, P.E.



Do not alter this document in any form.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201935813 I

P.E. Lic. No:

84287

Always verify license online at MyFloridaLicense.com.
This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Board of Professional Engineers

Attests that

Kevin M. Schanen, P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201906709 R

P.E. Lic. No:

60251

State of Florida

Board of Professional Engineers

Attests that

Joshua David Horning, P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201925533 R

P.E. Lic. No:

67505

State of Florida

Board of Professional Engineers

Attests that

Brett A. Johnson, P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201926459 R

P.E. Lic. No:

74005

Subconsultant Licenses

GCY, Inc.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No: LS3036
Expiration Date: February 28, 2019

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

GEORGE CHAPMAN YOUNG JR
PO BOX 1469
PALM CITY, FL 34991-6469

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No: LS6163
Expiration Date: February 28, 2019

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

MARK ROBERT WENDT
909 LAUREL ROAD
NORTH PALM BEACH, FL 33408

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Tierra South Florida

State of Florida Department of State

I certify from the records of this office that TIERRA SOUTH FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on October 7, 2003, effective October 17, 2003.

The document number of this corporation is P03000110144.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 2, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Second day of January, 2018*



Ken Detman
Secretary of State

Tracking Number: CC2804829417

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida Board of Professional Engineers

Attests that
Tierra South Florida, Inc.



Is authorized under the provisions of Section 471.003, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201902378 R

CA Lic. No:
28073



Sunbiz Registration Report

2018 FOREIGN PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# 821359

Entity Name: KIMLEY-HORN AND ASSOCIATES, INC.

Current Principal Place of Business:

421 FAYETTEVILLE STREET
SUITE 600
RALEIGH, NC 27601

Current Mailing Address:

421 FAYETTEVILLE STREET
SUITE 600
RALEIGH, NC 27601 US

FEI Number: 56-0885615

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	VP	Title	SENIOR VICE PRESIDENT
Name	GOLDMAN, DAVID S.	Name	RAPP, BRYAN T.
Address	12740 GRAN BAY PARKWAY WEST, SUITE 2350	Address	1920 WEKIVA WAY, SUITE 200
City-State-Zip:	JACKSONVILLE FL 32258	City-State-Zip:	WEST PALM BEACH FL 33411
Title	SENIOR VICE PRESIDENT	Title	VP
Name	BARNES, R. RUSSELL III	Name	DEMETER, E. C.
Address	1920 WEKIVA WAY, SUITE 200	Address	445 24TH STREET, SUITE 200
City-State-Zip:	WEST PALM BEACH FL 33411	City-State-Zip:	VERO BEACH FL 32960
Title	VP	Title	CHAIRMAN
Name	MINGONET, M. SCOTT	Name	ATZ, JOHN C.
Address	189 SOUTH ORANGE AVENUE, SUITE 1000	Address	1920 WEKIVA WAY, SUITE 200
City-State-Zip:	ORLANDO FL 32801	City-State-Zip:	WEST PALM BEACH FL 33411
Title	EXECUTIVE VICE PRESIDENT, DIRECTOR	Title	SENIOR VICE PRESIDENT, DIRECTOR
Name	BARBER, BARRY L.	Name	HALL, JAMES R.
Address	421 FAYETTEVILLE STREET SUITE 600	Address	13455 NOEL ROAD, SUITE 700
City-State-Zip:	RALEIGH NC 27601	City-State-Zip:	DALLAS TX 75240

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RICHARD COOK

VP, SECRETARY

06/21/2018

Electronic Signature of Signing Officer/Director Detail

Date



Sunbiz Registration Report (continued)

Officer/Director Detail Continued :

Title	SENIOR VICE PRESIDENT, DIRECTOR	Title	PRESIDENT
Name	KERRY, NICOLE M.	Name	LEFTON, STEVEN E.
Address	660 SOUTH FIGUEROA STREET, SUITE 2050	Address	11400 COMMERCE PARK DRIVE, SUITE 400
City-State-Zip:	LOS ANGELES CA 90017	City-State-Zip:	RESTON VA 20191
Title	SENIOR VICE PRESIDENT, DIRECTOR	Title	EXECUTIVE VICE PRESIDENT, DIRECTOR
Name	MONTANYE, EMMELINE F.	Name	MURPHY, TERENCE T.
Address	817 WEST PEACHTREE STREET, NW, SUITE 601	Address	11400 COMMERCE PARK DRIVE, SUITE 400
City-State-Zip:	ATLANTA GA 30308	City-State-Zip:	RESTON VA 20191
Title	EXECUTIVE VICE PRESIDENT, DIRECTOR	Title	EXECUTIVE VICE PRESIDENT, DIRECTOR
Name	PEED, BROOKS H.	Name	SCHILLER, MICHAEL G.
Address	445 24TH STREET, SUITE 200	Address	7740 N 16TH STREET, SUITE 300
City-State-Zip:	VERO BEACH FL 32960	City-State-Zip:	PHOENIX AZ 85020
Title	SENIOR VICE PRESIDENT, DIRECTOR	Title	SENIOR VICE PRESIDENT, DIRECTOR
Name	SQUIRES, CHRISTOPHER A.	Name	TRIBBLE, G. BRADBURY
Address	421 FAYETTEVILLE STREET SUITE 600	Address	2201 WEST ROYAL LANE, SUITE 275
City-State-Zip:	RALEIGH NC 27601	City-State-Zip:	IRVING TX 75063
Title	SENIOR VICE PRESIDENT, DIRECTOR	Title	SENIOR VICE PRESIDENT, DIRECTOR
Name	BLAKLEY, STEPHEN W.	Name	DANIELSON, PAUL B.
Address	200 SOUTH TYRON STREET SUITE 200	Address	2550 UNIVERSITY AVENUE WEST SUITE 238N
City-State-Zip:	CHARLOTTE NC 28202	City-State-Zip:	SAINT PAUL MN 55114
Title	VP, SECRETARY	Title	VP, TREASURER
Name	COOK, RICHARD N.	Name	MCENTEE, DAVID L.
Address	421 FAYETTEVILLE STREET SUITE 600	Address	421 FAYETTEVILLE STREET SUITE 600
City-State-Zip:	RALEIGH NC 27601	City-State-Zip:	RALEIGH NC 27601



Business Tax Receipts

CITY OF DELRAY BEACH
BUSINESS TAX RECEIPT
& CONTRACTOR REGISTRATION

106088

RESTRICTION:
OWNER/QUALIFIER: SCHARTZ MICHAEL
BUSINESS NAME: KIMLEY-HORN AND ASSOCIATES INC
LOCATION: 1690 S CONGRESS AVE #100
CLASSIFICATION: PROFESSIONAL-ENGINEERS

RECEIPT NO 18 00052186
CONTROL NO 130526
DATE ISSUED: 1/31/18
BUSINESS TAX FEE: 181.24
DELINQUENT FEE: .00
TRANSFER FEE: .00

TOTAL AMOUNT PAID: 181.24

KIMLEY-HORN AND ASSOCIATES INC
P O BOX 33068
RALEIGH NC 27636

BUSINESS TAX RECEIPT ISSUED FOR THE PERIOD
OCTOBER 1 2017 TO SEPTEMBER 30 2018

**BUSINESS TAX RECEIPT MUST BE
CONSPICUOUSLY DISPLAYED TO
PUBLIC VIEW AT BUSINESS LOCATION**

Notice: This business tax receipt becomes NULL and VOID if ownership, business name, or address is changed. Applicant must apply for Transfer.

CITY OF WEST PALM BEACH
2017 to 2018 BUSINESS RECEIPT

NOT TRANSFERABLE
CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL 33402

WEST PALM BEACH
0865134620
KIMLEY HORN & ASSOC INC
1920 WEKIVA WAY # 200

BUSINESS OFFICE
LCC000219

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
7522	541330	ENGINEERING SERVICES OFFICE	86.81

EXPIRES
SEPTEMBER 30,
2018

TOTAL 86.81
** PAID 86.81 ** BAL ** 0.00

THIS DOCUMENT NOT VALID
UNTIL FUNDS ARE COLLECTED

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
1920 WEKIVA WAY
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0064 ENGINEER	STEWART DAVID W	31180	B18.55334 - 11/03/17	\$37.95	B40143978

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2017/2018 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 198701278
EXPIRES: SEPTEMBER 30, 2018

KIMLEY HORN & ASSOCIATES INC
KIMLEY HORN AND ASSOCIATES INC
421 FAYETTEVILLE ST STE 600
RALEIGH, NC 27601

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ATTACHMENT B

REQUEST FOR INFORMATION TO SUBMIT WITH IRS W-9 FORM

Federal Income Tax Law requires a Form 1099 with a valid taxpayer identification number to be filed for payments made in the course of conducting a trade or business. Further, these payments may be subject to Backup Federal Income Tax Withholding for all payees who have not submitted a correct Federal Tax Identification Number at the time of payment.

Please read this form and complete the information thereon before signing and **returning with a copy of your IRS W9 Form.** If you are a corporation, we will not issue you a Form 1099 (Reference: 1.6401-3(c)). However, kindly return this form to document your corporate status.

In order to avoid the possibility of future payments being held subject to Backup Withholding at a rate of 31%, please complete the form printed below and return this letter to the above address or E-mail request to: tsarno@indiantown.org.

VENDOR NAME Kimley-Horn and Associates, Inc.

DBA:

CORPORATE ADDRESS: 421 Fayetteville Street, Suite 600

CITY: Raleigh **STATE:** NC **ZIP:** 27601

TELEPHONE: (919) 677-2000 **FAX:** (919) 677-2050 **ALTERNATE PHONE:** ()

"THE ABOVE INFORMATION WILL BE USED FOR PURCHASE ORDERS"

REMIT TO ADDRESS: Kimley-Horn and Associates, Inc., P.O. Box 932520

CITY: Atlanta **STATE:** GA **ZIP:** 31193-2520

TELEPHONE: (407) 427-1688 **FAX:** (561) 863-8175 **ALTERNATE PHONE:** ()

COMPANY CONTACT NAME: Mike Schwartz, P.E.

COMPANY/CONTACT EMAIL ADDRESS: mike.schwartz@kimley-horn.com

TYPE OF ORGANIZATION

- | | | |
|--|---|---|
| 1. <input checked="" type="checkbox"/> Corporation | 3. <input type="checkbox"/> Sole Proprietor | 5. <input type="checkbox"/> Government Agency |
| 2. <input type="checkbox"/> Partnership | 4. <input type="checkbox"/> Individual | 6. <input type="checkbox"/> Other: _____ |

1099 REPORTING STATUS (Check One): ☒ Yes ☐ No

TAXPAYER IDENTIFICATION NUMBER:

Employer Identification Number: 56 - 0885615 (Or) Social Security Number: _____ - _____ - _____

Print name of Taxpayer if using SS#: _____

Under penalties of perjury, I certify that this statement is accurate and complete.

Signature: _____ Title: Vice President/Principal-in-Charge

Date: 8/28/18 Phone: (561) 330-2345

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

Kimley-Horn and Associates, Inc.

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

421 Fayetteville Street, Suite 600

6 City, state, and ZIP code

Raleigh, NC 27601

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number

____ - ____ - ____

or

Employer identification number

5 6 - 0 8 8 5 6 1 5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

1/1/2018

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

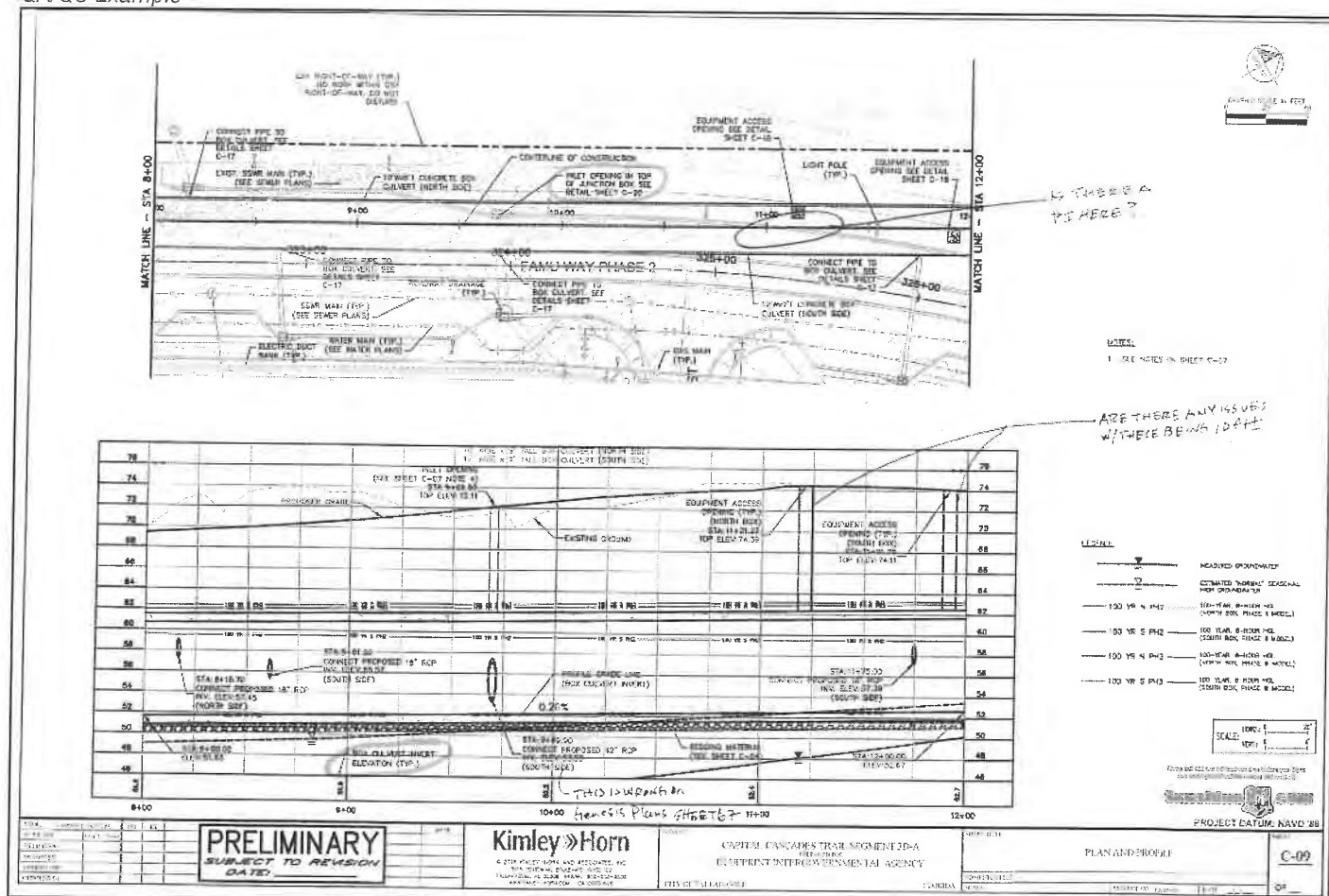
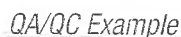
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K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

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

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



Cast Ahead Example





Work Plan Example

PROJECT WORK PLAN (ACUTAL PROJECT EXAMPLE)

Prepared by: Cameron Snipes – February 2016, Project Manager – Tallahassee, FL

Location of Work Plan: K:\TAL_Civil\144124 - City of Tallahassee\036-EDD_Preliminary_Analysis\Work Plan

Project Name: Preliminary Analysis – Indianhead Creek and East Drainage Ditch FEMA LOMR (KH: Job Number - 144124036)

Client: City of Tallahassee – Water Resources Engineering – Stormwater CIP
Thomas L. Napier, PE
Program Engineer
Phone: 850-891-6131 (office), 850-933-0219 (cell)
tom.napier@talgov.com
Secondary Contact - Richard Reinert, PE

Assistant PM: Kelsey Lewis - Tallahassee

Senior QA/QC: Todd Cochran - Atlanta

Major Subs: None (Future survey – Nobles Consulting Group – Chad Thurner, Fred Bermudez)

Project Accountant: Jennifer Carriker

Contract Information: Scope of Work – Date February 24, 2016 (City Contract #3090)
PO – COTLH-0001054363, \$14,500 – Lump Sum, No Rate Schedule

Project Objective: Complete preliminary analysis that will support final approval of LOMR from FEMA. Help to clarify needed scope or work and approach for modeling and LOMR.

Task 1: Modeling Software Matrix – table comparing hydrology and hydraulic modeling software – qualitative attributes – advantages and disadvantages, 1D and 2D.

Task Manager – Todd Cochran - Atlanta
Task Budget - \$4,000
Deliverable – Software Matrix – PDF (11" x 17")
Schedule – 2 weeks

Task 2: Survey Analysis – research available data within watershed – previous studies, projects as-built, LiDAR. Prepare list of survey needs for project. Prepare survey needs exhibit.

Task Manager – Kelsey Lewis - Tallahassee
Task Budget - \$4,500
Deliverable – Letter size – Survey needs list (8.5" x 11"), 11 x 17 Survey Needs Map – PDF (11" x 17")
Schedule – 3 weeks



Work Plan Example (continued)

Task 3: Downstream Boundary Condition Evaluation – review gage data, frequency analysis for annual chance events, compare FEMA BFE's to frequency analysis, sensitivity analysis at Munson Slough – tie ins and backwater influences

Task Manager – Todd Cochran - Atlanta

Task Budget - \$6,000

Deliverable – Reports with analysis and maps to support evaluation - PDF

Schedule – 3 weeks

Scope of Work: Tallahassee Network – File Path - K:\TAL_Civil\144124 - City of Tallahassee\036 EDD_Preliminary_Analysis\Accounting\Contract-JobStart

Other Team Members:

Connor Chambliss – Tallahassee

Lilian Haynes - Tallahassee

Greg Bowers – Atlanta

Bo Conerly – Lakeland

Permitting Requirements/Submittals: N/A

Design Standards/Criteria: N/A

CADD Standards: N/A

Project Close-Out Requirements: N/A

Invoices: When task is complete, brief description of work completed, no reimbursable expenses

Workload in KH Castaheads System: Yes

Other Similar Projects:

- XPSWMM CDD/SAB Consolidated Stormwater Model – boundary condition assessment at Munson Slough
- Gamble Street Bridge Restriction Evaluation – ICPR tailwater sensitivity analysis
- Northwind Floodplain Due Diligence – Survey needs, FEMA research, as-built research, existing model review
- Babcock Ranch Community – gage monitoring and analysis, frequency analysis

Work Plan Re-Visits: March 2016

Post Project Work Plan Evaluation: July 2016



Preliminary Estimate Example

Metron Estates Drainage

PRELIMINARY ESTIMATE

PAGE 1 OF 1

Unit prices are attached for informational purposes. Change orders and progress payments will be based on unit prices provided. Quantities are engineer's **ESTIMATE** and are to be used as a guide. All quantities are in-place measure. Contractor should make their own adjustments to price to include labor, transportation, compaction, etc. Schedule of unit prices to be turned in with Bid Package

BASE BID

No.	Item	Unit	Quantity	Unit Price	Extension
1	Mobilization (not to exceed 5% of bid)	LS	1		\$125,000.00
2	Demolition	LS	1	\$80,000.00	\$80,000.00
3	6" Graded Aggregate Base	SY	10,411.00	\$16.50	\$171,781.50
4	12" Stabilized Subgrade	SY	10,411.00	\$4.00	\$41,644.00
5	1-1/2" Type SP12.5 Asphalt	SY	10,411.00	\$10.25	\$106,712.75
6	Layback Curb and Gutter	LF	5,160	\$22.00	\$113,520.00
7	24" Thermoplastic Stop bar	LF	48	\$22.00	\$1,056.00
8	6" Double Yellow Stripe	LF	80	\$10.00	\$800.00
9	Replace Existing Residential Driveway	EA	60	\$3,000.00	\$180,000.00
10	Construct Roadside Swale	LF	4000	\$35.00	\$140,000.00
11	Trapezoidal Concrete Swale	LF	2600	\$55.00	\$143,000.00
12	15" Millered End Section	EA	74	\$1,200.00	\$88,800.00
13	15" RCP	LF	740	\$42.00	\$31,080.00
14	18" RCP	LF	680	\$46.00	\$31,280.00
15	24" RCP	LF	1120	\$64.00	\$71,680.00
16	30" RCP	LF	2680	\$85.00	\$227,800.00
17	36" RCP	LF	2618	\$105.00	\$274,890.00
18	42" RCP	LF	1000	\$126.50	\$126,500.00
19	Type 'C' Ditch Bottom Inlet w/ Traversable Slots	EA	9	\$4,000.00	\$36,000.00
20	Type 'D' Ditch Bottom Inlet w/ Traversable Slots	EA	1	\$5,000.00	\$5,000.00
21	Type 'E' Ditch Bottom Inlet w/ Traversable Slots	EA	13	\$5,500.00	\$71,500.00
22	Stormwater Junction Box	EA	6	\$8,000.00	\$48,000.00
23	Type A-1 Curb Inlet	EA	25	\$5,850.00	\$146,250.00
24	FDOT Energy Dissipator (36" pipe)	EA	3	\$8,000.00	\$24,000.00
25	Bahia Sodding	SY	21,513	\$4.00	\$86,052.00
26	Seed & Mulch	SY	7,100	\$1.25	\$8,875.00
27	Retention Pond Excavation (haul to landfill)	CY	18,326	\$10.00	\$183,260.00
28	Retention Pond Fencing	LF	1240	\$15.00	\$18,600.00
29	Retention Pond Overflow Weir	LS	1	\$20,000.00	\$20,000.00
30	Stormwater Lift Station and Forcemain (New Pond)	EA	1	\$125,000.00	\$125,000.00
31	Stormwater Underdrain	LF	310	\$45.00	\$13,950.00
32	Crushed Stone Rip-Rap	CY	400	\$105.00	\$42,000.00
33	Maintenance of Traffic	LS	1	\$25,000.00	\$25,000.00
34	Testing (Densities, Corings, etc.)	LS	1	\$18,000.00	\$18,000.00
35	Silt Fence	LF	6600	\$3.00	\$19,800.00
36	Survey Layout and Control	LS	1	\$20,000.00	\$20,000.00

SUBTOTAL BASE BID = \$2,866,831.25

15% CONTINGENCY = \$430,024.69

TOTAL BASE BID = \$3,296,855.94



Opinion of Probable Cost Example

Kimley»Horn

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST MASHES SANDS PARK

OCTOBER 2017

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
General Items					
101-1	Mobilization (10% of construction cost)	LS	1	\$ 92,172.00	\$ 92,172.00
102-1	Maintenance of Traffic	LS	1	\$ 10,000.00	\$ 10,000.00
110-1-1	Clearing & Grubbing	AC	1	\$ 30,000.00	\$ 30,000.00
SHEET C5.01	Tree Protection	LF	300	\$ 5.00	\$ 1,500.00
104-10-3	Sediment Barrier (Silt Fence)	LF	1,700	\$ 3.50	\$ 5,950.00
104-11	Floating Turbidity Barrier	LF	1,100	\$ 11.00	\$ 12,100.00
120-4	Subsoil Excavation	CY	230	\$ 20.00	\$ 4,600.00
120-6	Embankment	CY	200	\$ 20.00	\$ 4,000.00
	Dewatering	LS	1	\$ 15,000.00	\$ 15,000.00
530-3-3	Riprap - Rubble (Bank and Shore)	TN	900	\$ 185.00	\$ 166,500.00
570-1-2	Performance Turf (Sod)	SY	1,500	\$ 4.00	\$ 6,000.00
	Materials Testing	LS	1	\$ 5,000.00	\$ 5,000.00
	Construction Survey/As-built	LS	1	\$ 7,000.00	\$ 7,000.00
Stormwater/Utilities					
120-1	Regular Excavation (Stormwater Pond)	CY	240	\$ 10.00	\$ 2,400.00
Shelters/Pedestrian Facilities					
SHEET C12.01	Picnic Shelter (8' x 16')	EA	0	\$ 27,500.00	\$ -
SHEET C12.01	Picnic Shelter (16' x 24')	EA	1	\$ 30,000.00	\$ 30,000.00
SHEET C12.01	Picnic Shelter w/ Audubon Kiosk (8' x 16')	EA	1	\$ 30,000.00	\$ 30,000.00
285-701	Optional Base, Base Group 01 (Gravel 8' Natural Trail, #89 Stone)	SY	0	\$ 15.00	\$ -
522-1	Concrete Sidewalk, 4" Thick	SY	500	\$ 50.00	\$ 25,000.00
SHEET C9.00	Boardwalk (Over Channel)	SF	810	\$ 200.00	\$ 162,000.00
SHEET C9.00	Boardwalk (Over Wetlands)	SF	0	\$ 200.00	\$ -
SHEET C12.01	Overlook Pergola	EA	0	\$ 38,000.00	\$ -
Amenities					
	Park Bench	EA	4	\$ 1,600.00	\$ 6,400.00
	Entrance Signage & Landscaping	LS	1	\$ 5,000.00	\$ 5,000.00
	Picnic Table	EA	6	\$ 2,600.00	\$ 15,600.00
	Trash Receptacle	EA	0	\$ 1,200.00	\$ -
	Water Fountain	EA	1	\$ 5,000.00	\$ 5,000.00
	Signage	EA	10	\$ 300.00	\$ 3,000.00
SHEET C10.00	Restroom Renovations	LS	1	\$ 21,500.00	\$ 21,500.00
	Bike Rack	EA	0	\$ 2,500.00	\$ -
Vehicular Use					
700-1-11	Single Post Sign, F&I Ground Mount, Up to 12 SF (Stop Sign)	EA	2	\$ 350.00	\$ 700.00
285-704	Optional Base, Base Group 04 (Gravel Parking Lot, #57 Stone)	SY	4,100	\$ 18.00	\$ 73,800.00
160-4	Type B Stabilization (Driveway Entrance, ADA Spaces, Crosswalks, Sidewalks, Natural Trail, Gravel Parking Lot)	SY	5,050	\$ 5.00	\$ 25,250.00
SHEET C7.00	Heavy Duty Concrete (Driveway Entrance, ADA Spaces, Crosswalks, Dumpster Pad)	SY	450	\$ 100.00	\$ 45,000.00
SHEET C7.00	ADA Signage and Bollard	EA	3	\$ 200.00	\$ 600.00
SHEET C7.00	Concrete Bumper Guard for Parking Lot (Wheel Stop)	EA	27	\$ 90.00	\$ 2,430.00
519-78	Bollards (Wood, Sheet C7.00)	EA	13	\$ 30.00	\$ 390.00
710-90	Painted Pavement Markings, Final Surface	LS	1	\$ 5,000.00	\$ 5,000.00
Marine Items					
SHEET C8.00	Canoe/Kayak Launch w/ Gangway Ramp	EA	1	\$ 30,000.00	\$ 30,000.00
SHEET C12.02	Boat Ramp	LS	1	\$ 100,000.00	\$ 100,000.00
SHEET C12.00	Floating Dock	LS	1	\$ 65,000.00	\$ 65,000.00
Mashes Sands Park Construction Subtotal				\$	1,013,892.00
Mashes Sands Contingency - 20%				\$	202,778.40
Mashes Sands Grand Total				\$	1,216,670.40

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

The documents in the following pages are various work samples that Kimley-Horn staff has also produced.

(SINGLE OWNER)

POLK COUNTY, FLORIDA

JUNE 2018

1000

Jared C. Victor, *Palm Springs City Clerk*: Chapter 1A, as recorded in Pub. Book 141, Pages 48-50, at His Official Records of Palm County Sheriff's Office.

TABLE 2

Examination of bird legs - Striped Owl, Swamp Sparrow, 27 Oct. Bird County Parks being very particularly interested at

Contents :

[illegible]

DEVELOPER:

MARTNI POSNER, LLC
5555 S. KIRKMAN ROAD, STE. 201
ORLANDO, FLORIDA 32819
TEL: 407.351.1111

ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.
1116 S. KENTUCKY AVENUE
LAKELAND, FLORIDA 33801
TEL: (863) 701-8702

SIIBVEYOB.

**JOHNSTON'S
SURVEYING, INC.**
900 SHADY LANE
KISSIMMEE, FLORIDA 34744
TEL: (407) 647-2176

BASIS OF NE-
SITE BENCHMARK 1
(SEE SHEET C703)

Central Florida Gas
Tim O'Connor • (883) 292-2933

**Spectrum (Formerly
BrightHouse)**
Tom Samms • (853) 262-2340 x 4264

Florida Gas Transmission
Joe Sandberg • (860) 430-1171

Duke Energy
Gregory Williams • (863) 903-1210

Frontier (Formerly Verizon)
Scott Walls • (863) 595-4010 x 2

Level 3 Communications
(877) 360-8344 x 2

Polk County Utilities
Eric Phillips • (860) 298-4174

Comcast
Wade Matthews • (352) 516-2624

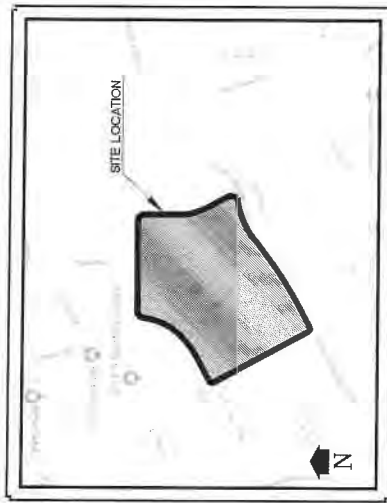
VICINITY MAP
SCALE 1:500'

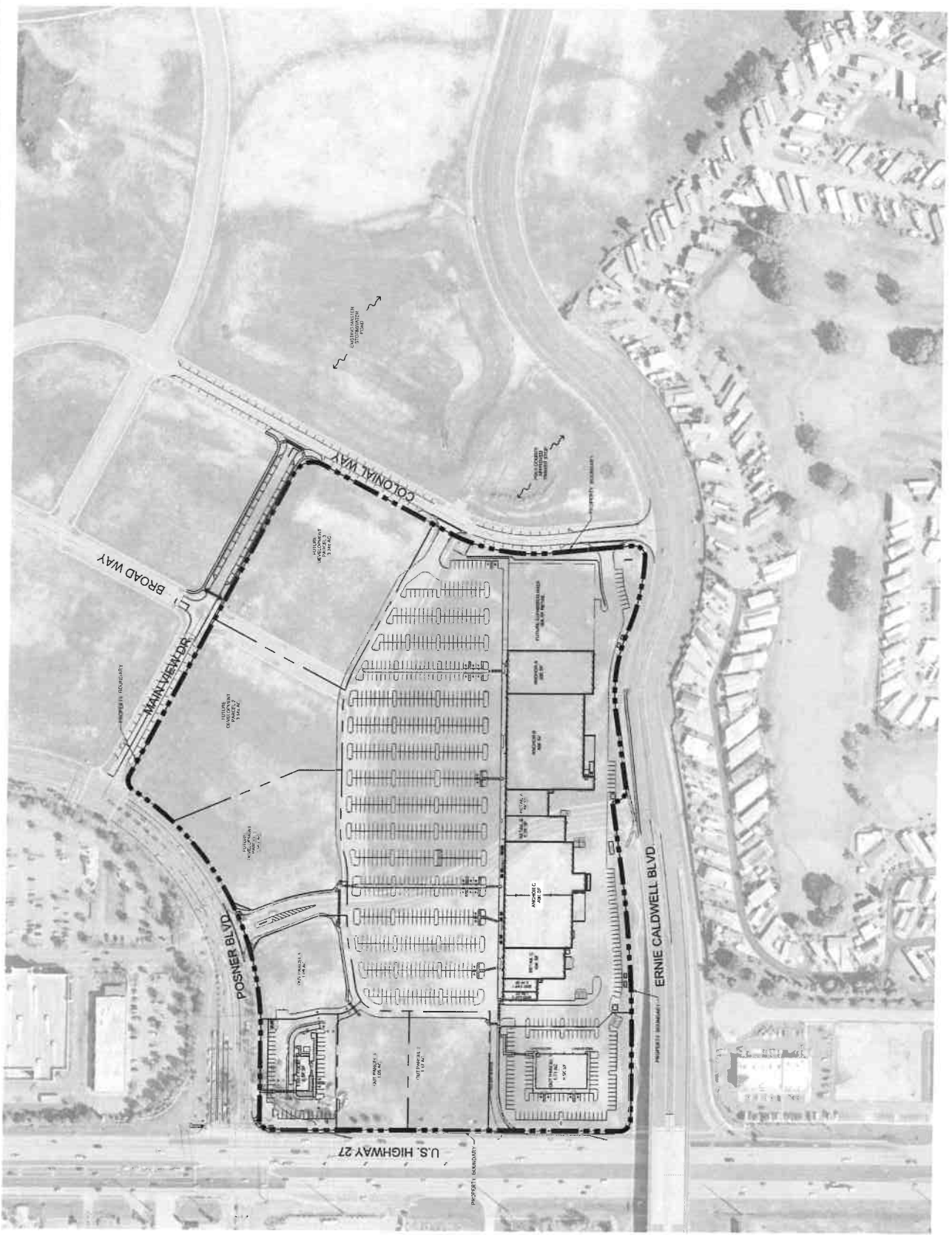
SCALE 1"=500'

SECTION	18
TOWNSHIP	26 S
RANGE	27 E

SHEET INDEX

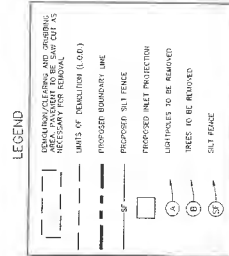
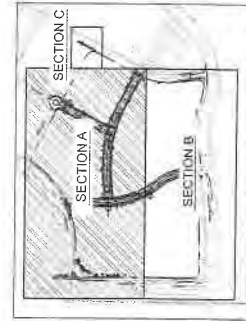
Sheet Number	Sheet Title
C100	COVER SHEET
C200	GENERAL NOTES
C300	AERIAL OVERLAY
C400	DEMOLITION PLAN
C401	DEMOLITION PLAN
C500	STORMWATER POLLUTION PREVENTION PLAN
C600	PRELIMINARY LOT LAYOUT
C700	MASTER SITE PLAN
C701	SITE PLAN
C702	SITE PLAN
C800	OVERALL GRADING AND DRAINAGE PLAN
C900	GRADING PLAN
C901	GRADING PLAN
C902	GRADING PLAN
C903	GRADING PLAN
C904	GRADING PLAN
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CALL 2 BUSINESS
DAYS BEFORE
YOU DIG
IT'S THE LAW!
DIAL 811
BURNING DATE ONE CALL OF FLORIDA, INC. 888-811-8111

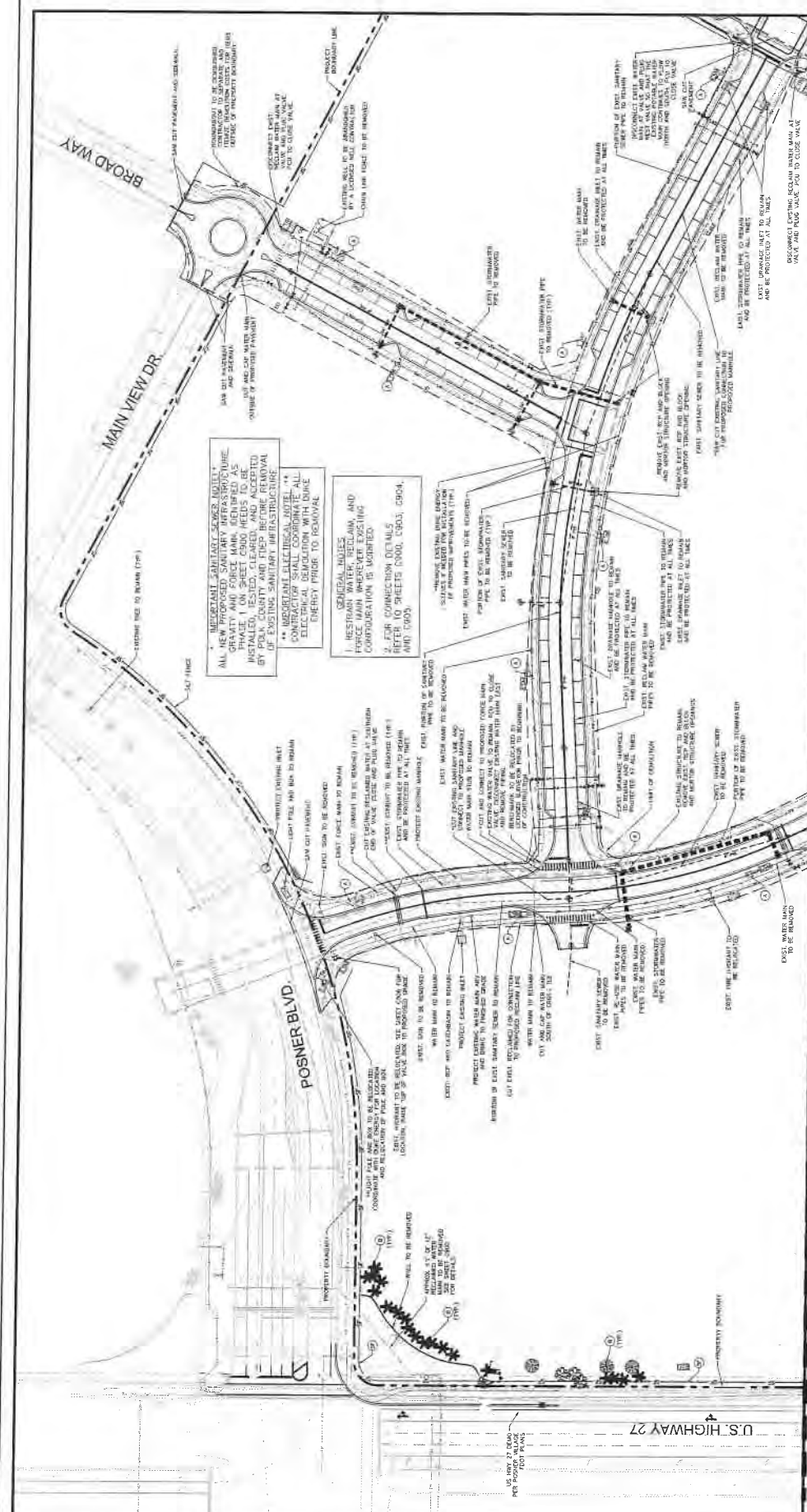
KEY MAP



SECTION A

SECTION B
MATCH LINE SEE SHEET C425 FOR SECTION B

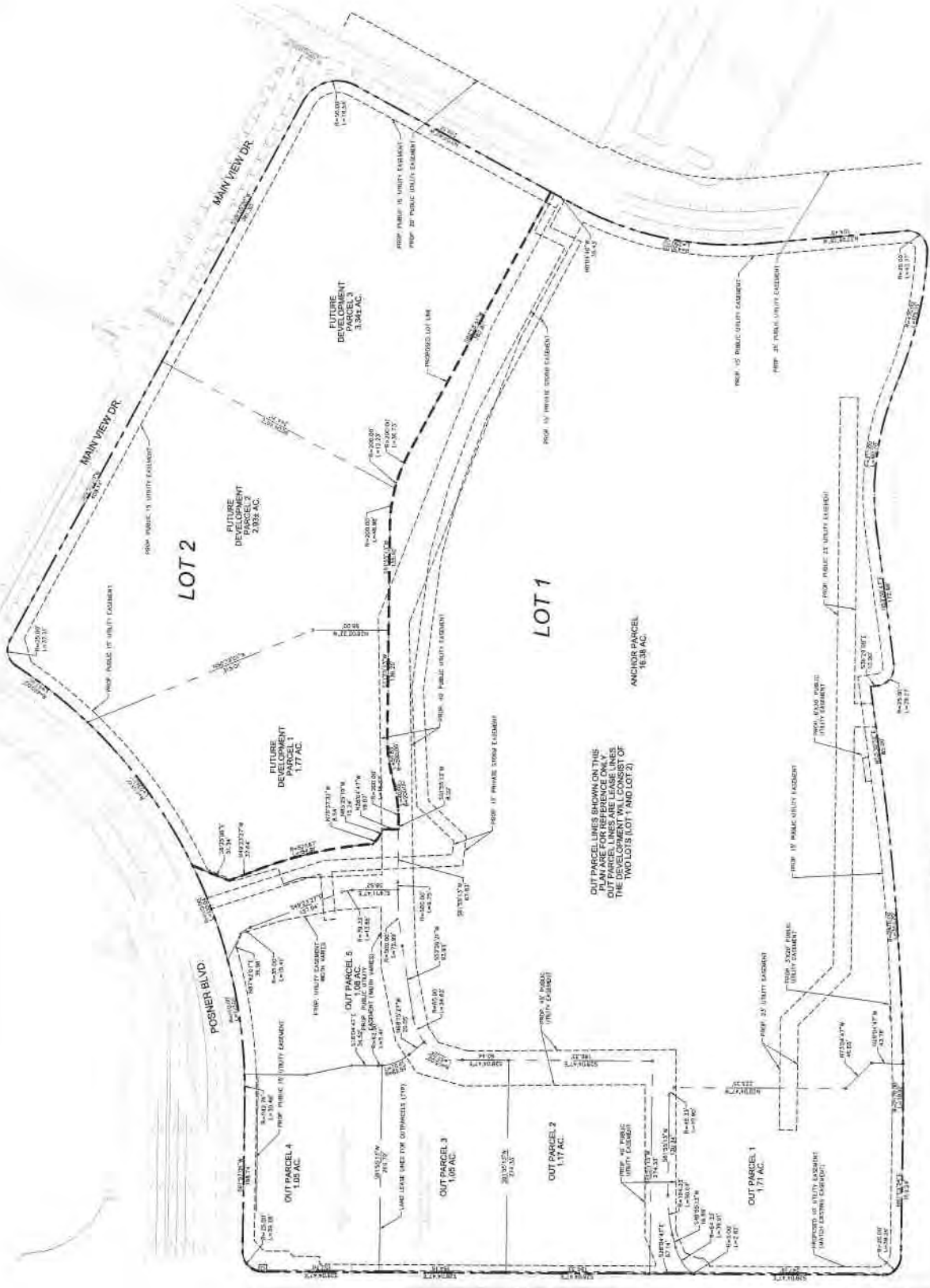
- DEMOLITION NOTES:**
1. ALL AREAS WITHIN THE LIMITS OF DEMOLITION SHALL BE REMOVED TO THE FINISH GRADE UNLESS OTHERWISE NOTED.
 2. ALL EXISTING UTILITIES SHALL BE MAINTAINED OR RELOCATED AS SHOWN ON THE PLAN UNLESS OTHERWISE NOTED.
 3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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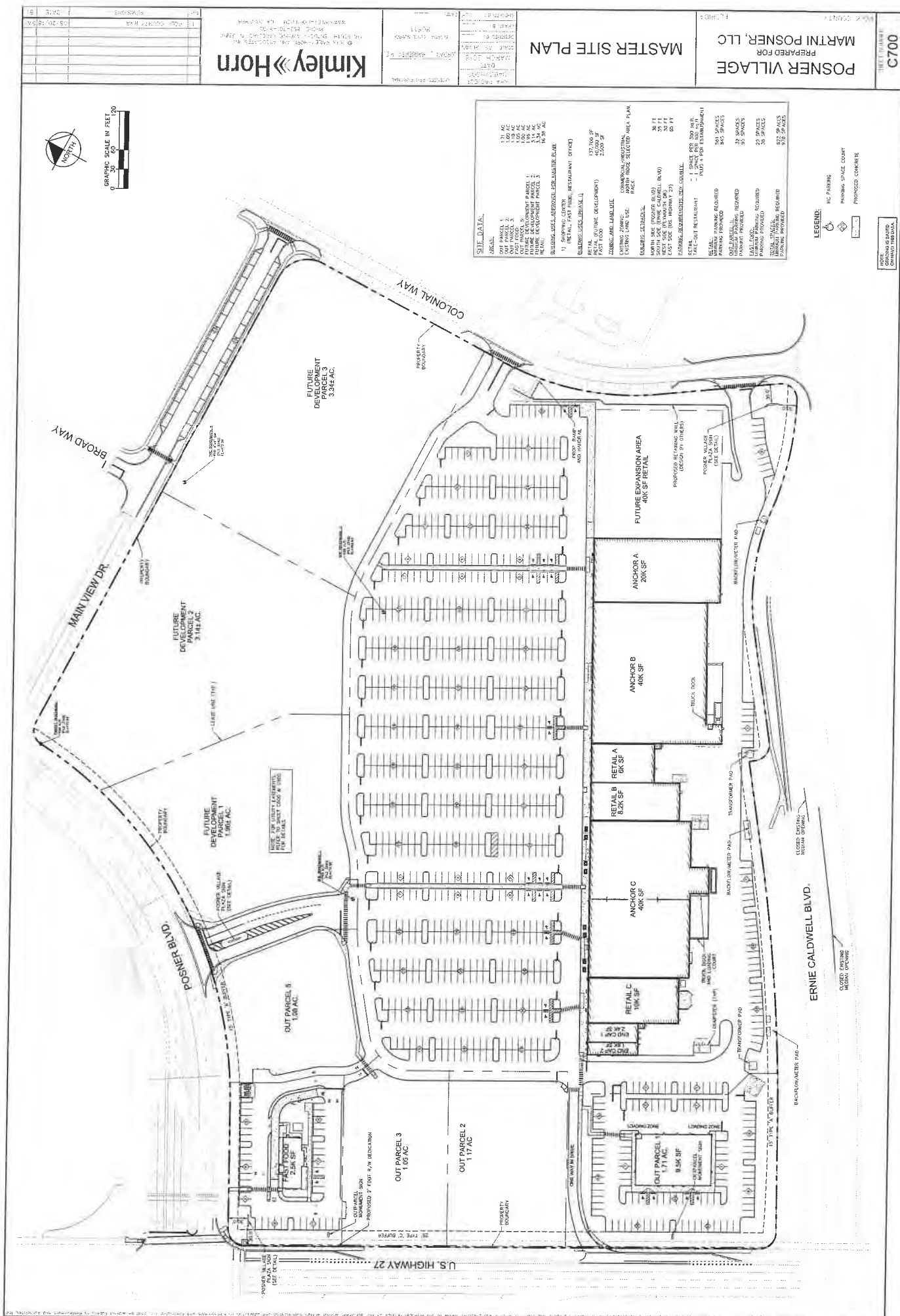
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TYPE I	TYPE II
BANKER FOR UNPAID DIVIDENDS	

LUGGER,
 MALEY, HEN, AND ASSOCIATES, INC.
 2000 L. L. JACZYNSKI, FLS. 80211
 105 S. YERGEN AVENUE
 LAFTHOLD, P. 13801



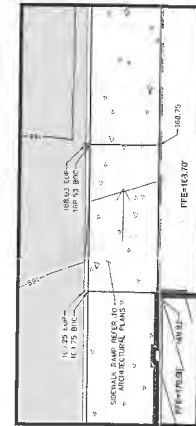
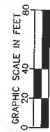
ERNIE CALDWELL BLVD.







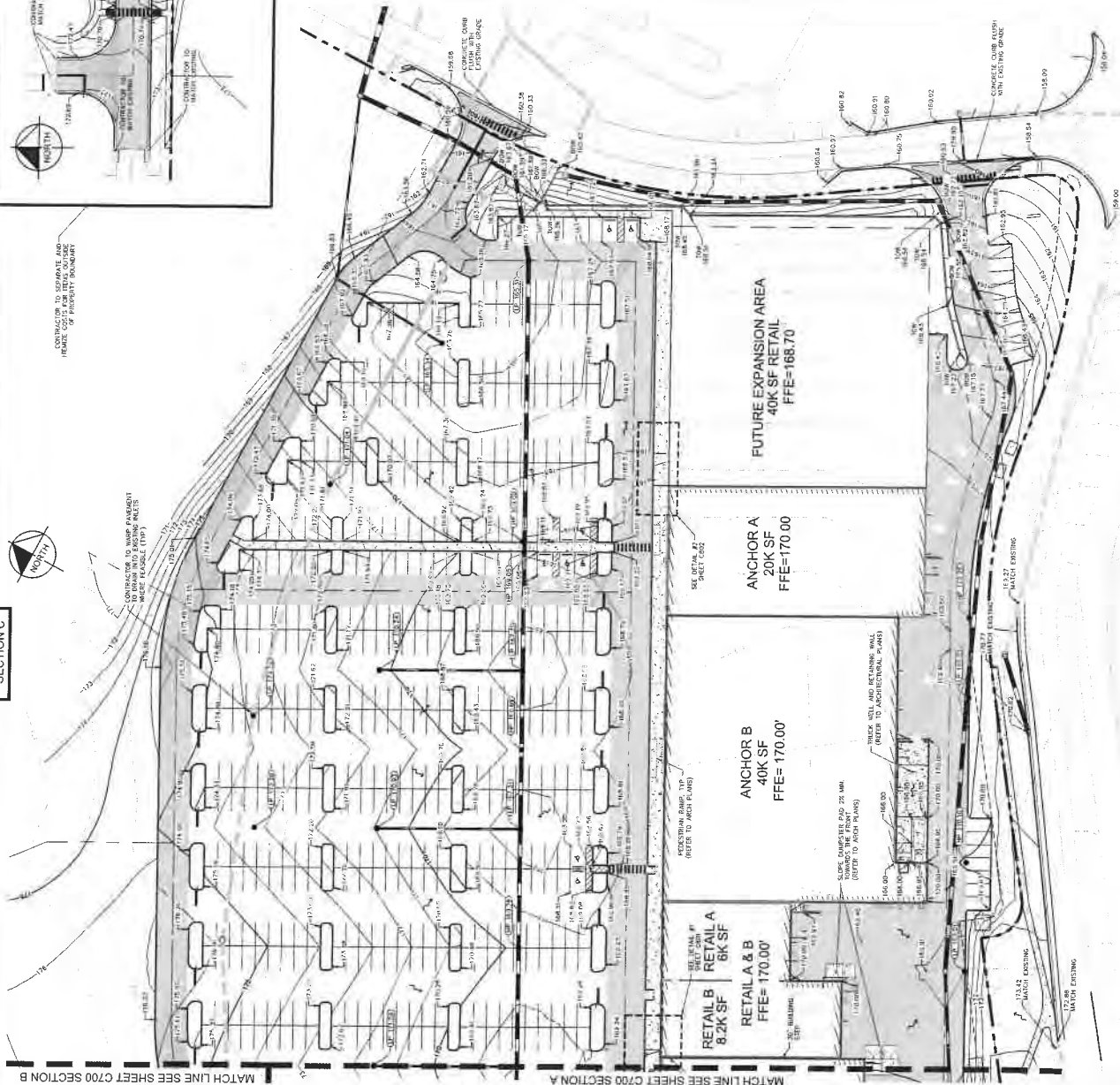
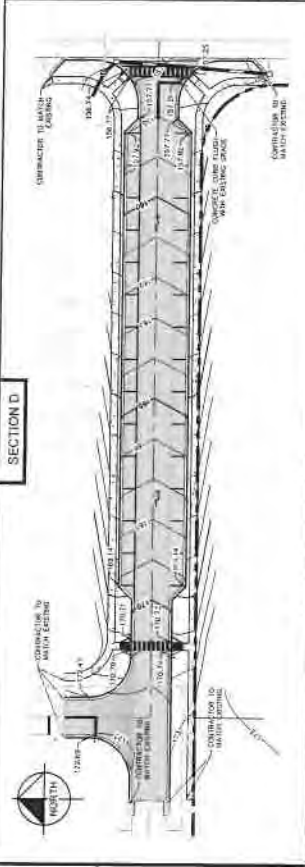
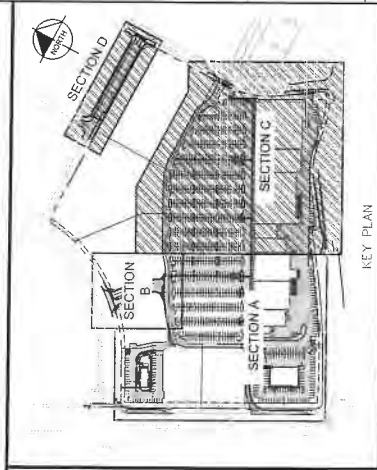
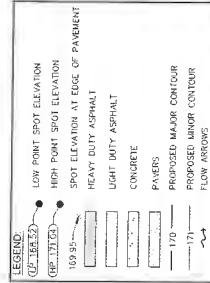


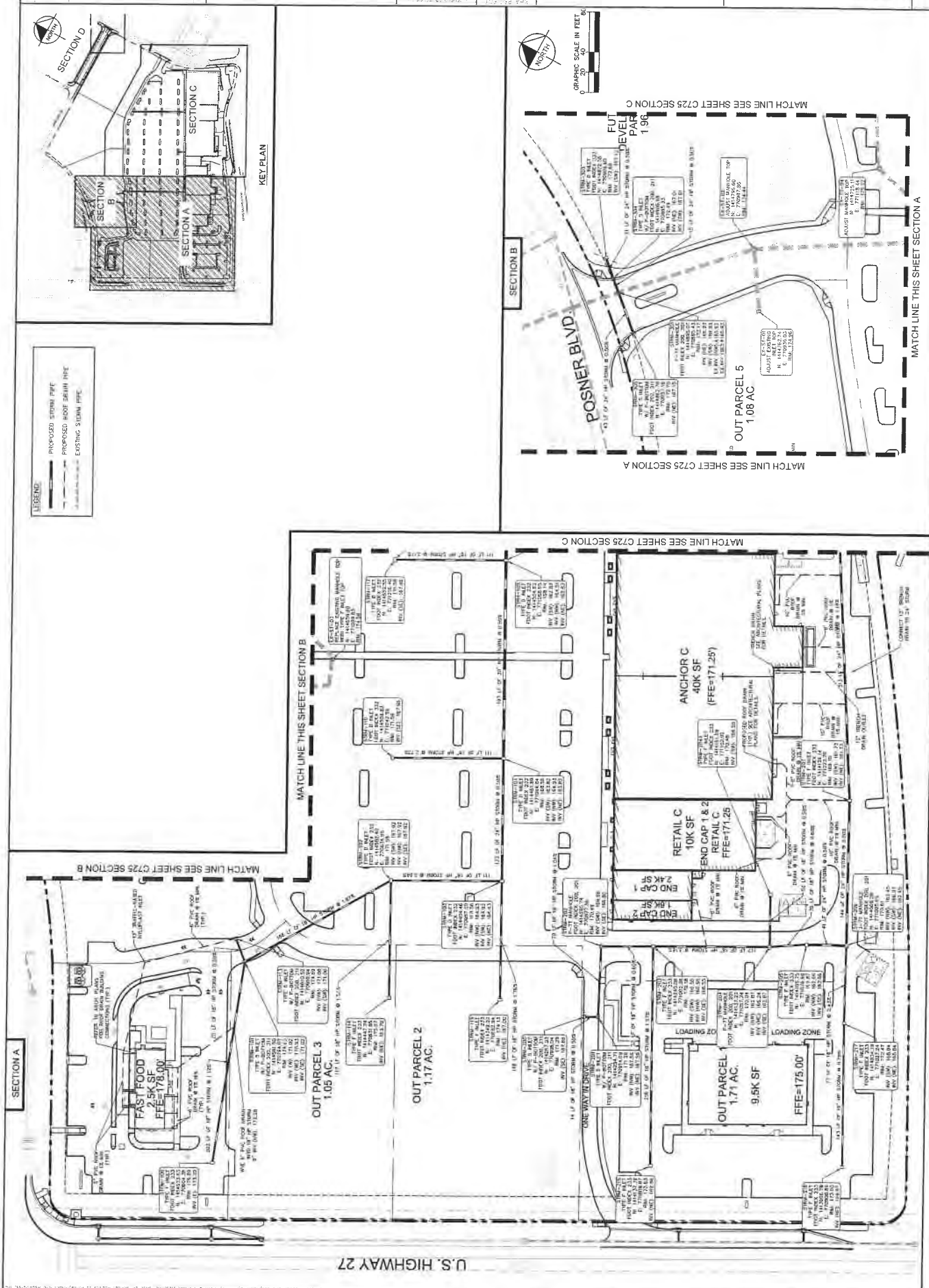


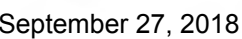
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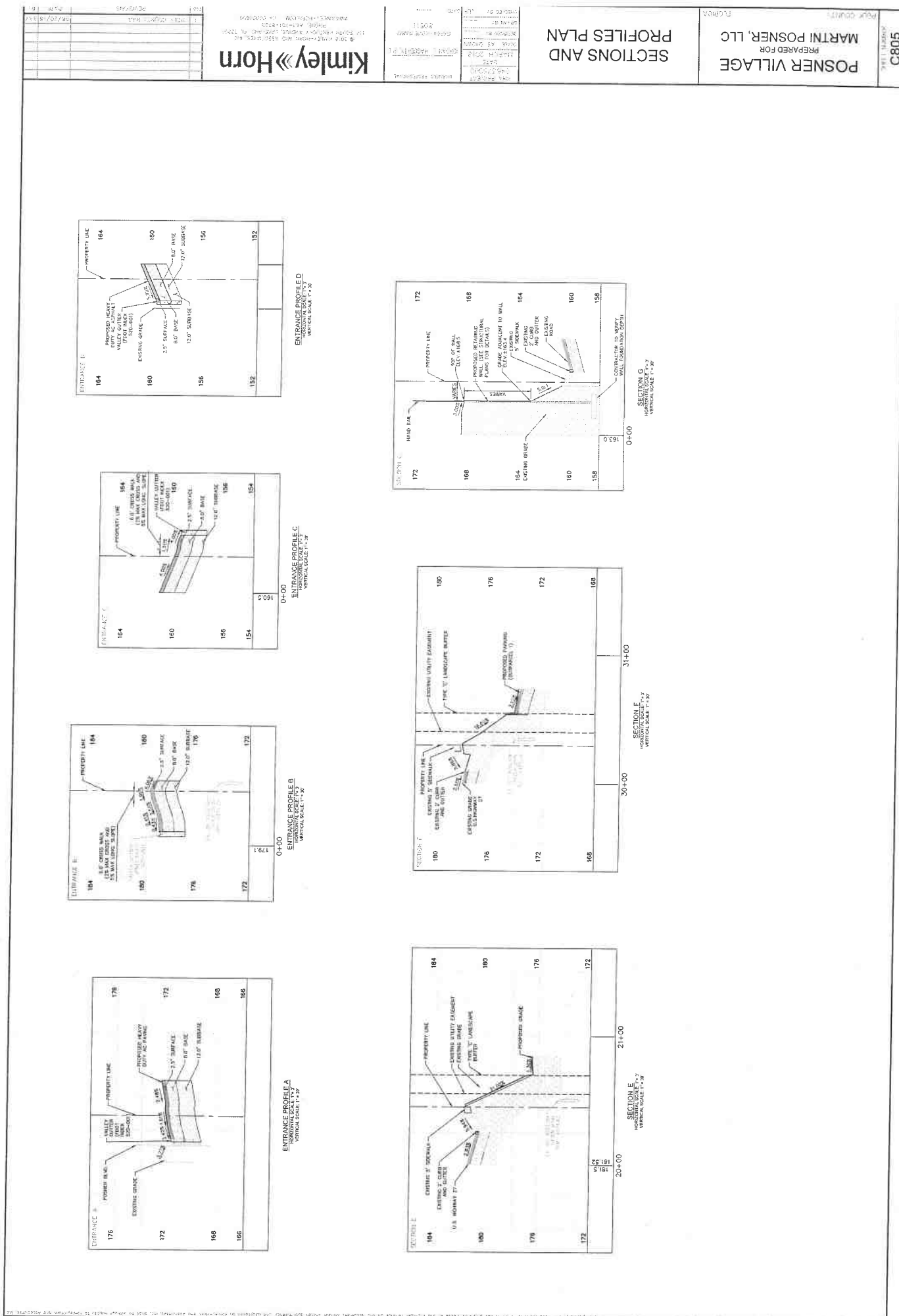
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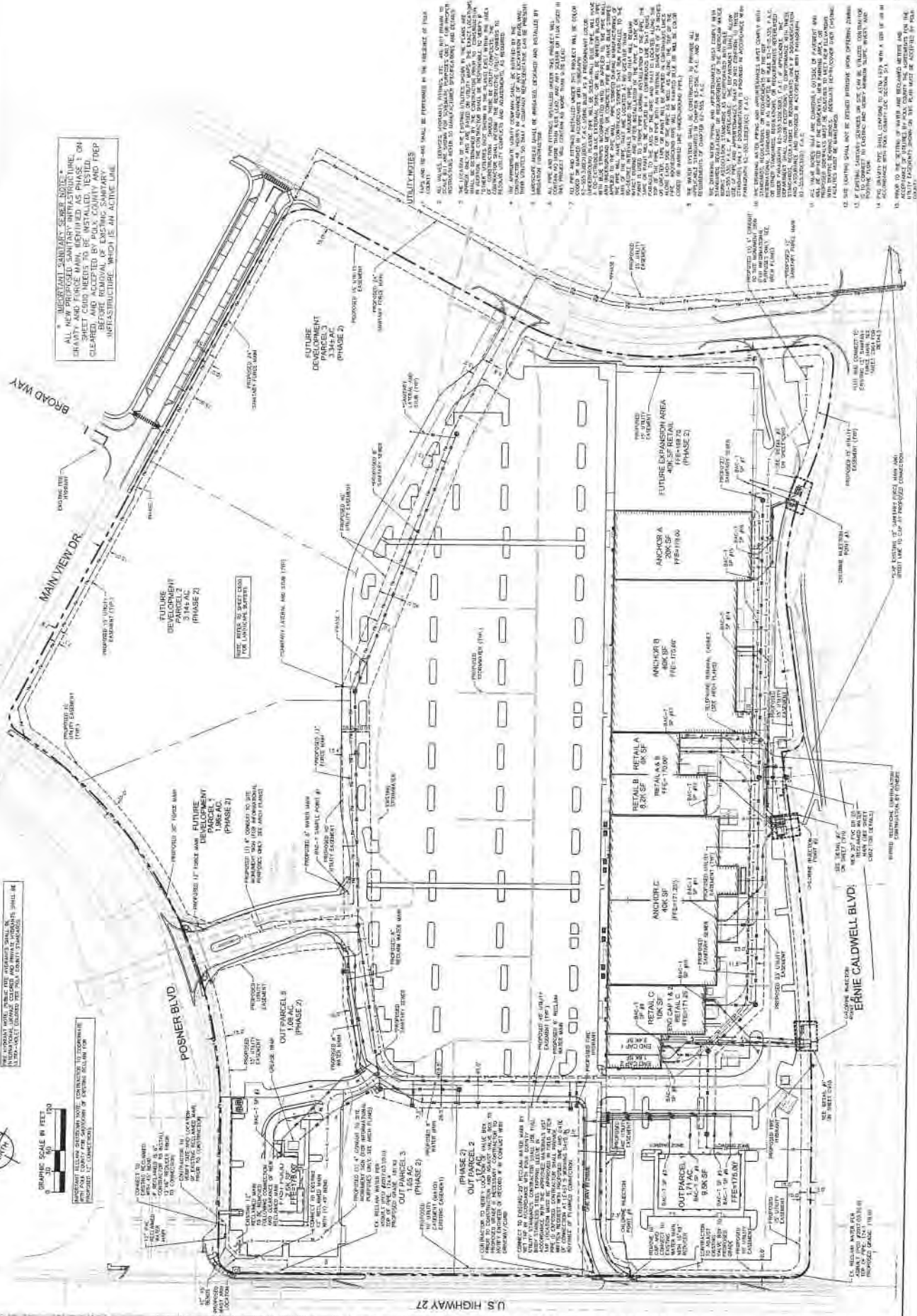
ALL RESERVATIONS MUST BE PAID IN ADVANCE AND CANCELLATIONS SHALL BE RESTRICTED TO COMPLY WITH A.D.A. REGULATIONS AND NOT EXCEED MAX. LOSS CROSS SLOPE (1:50), MAX. ST. RISING 3.0 FT. (1:20), MINOR SIDEWALKS, A 5-FT. (1:20) (SEE NOTES)

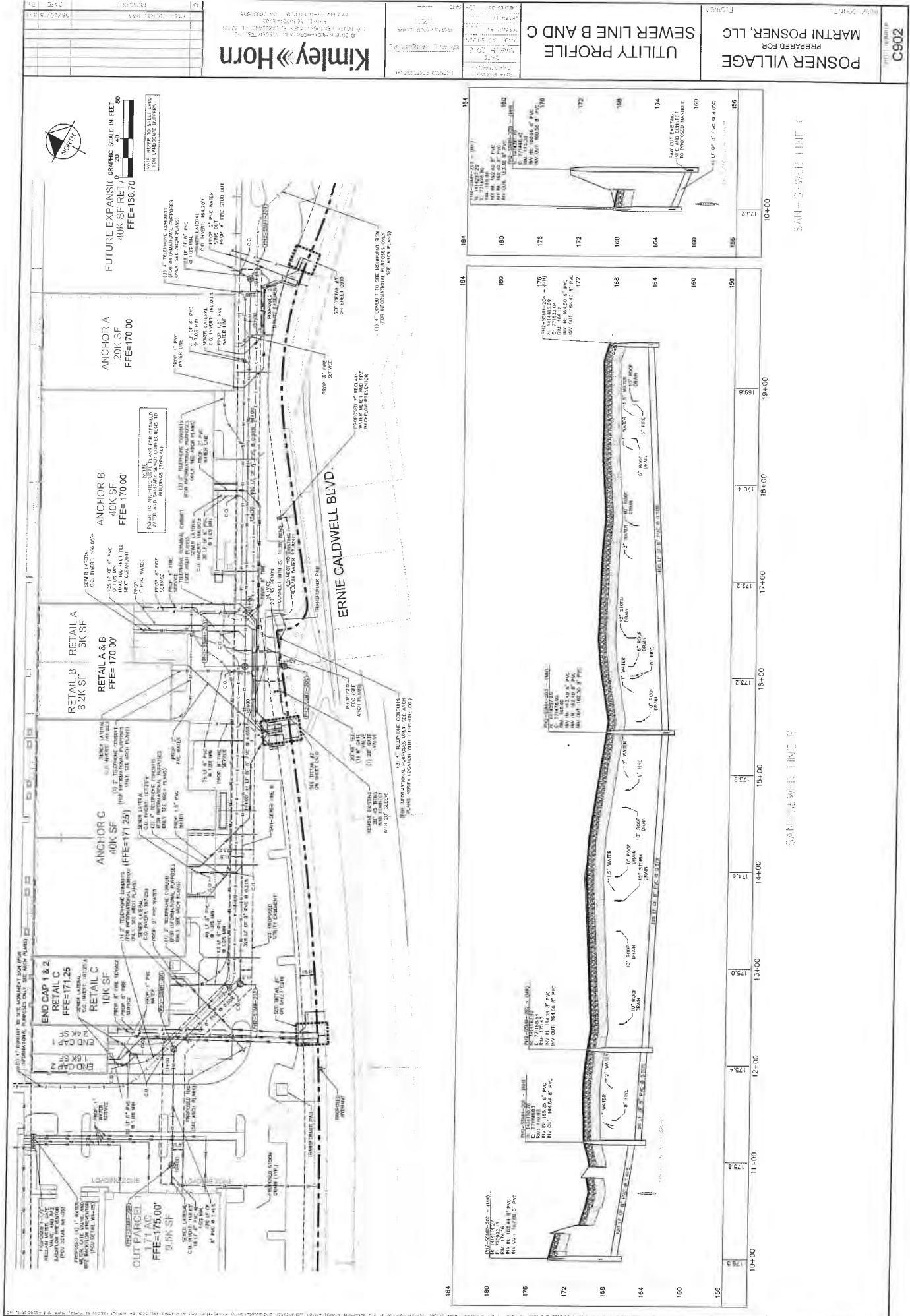


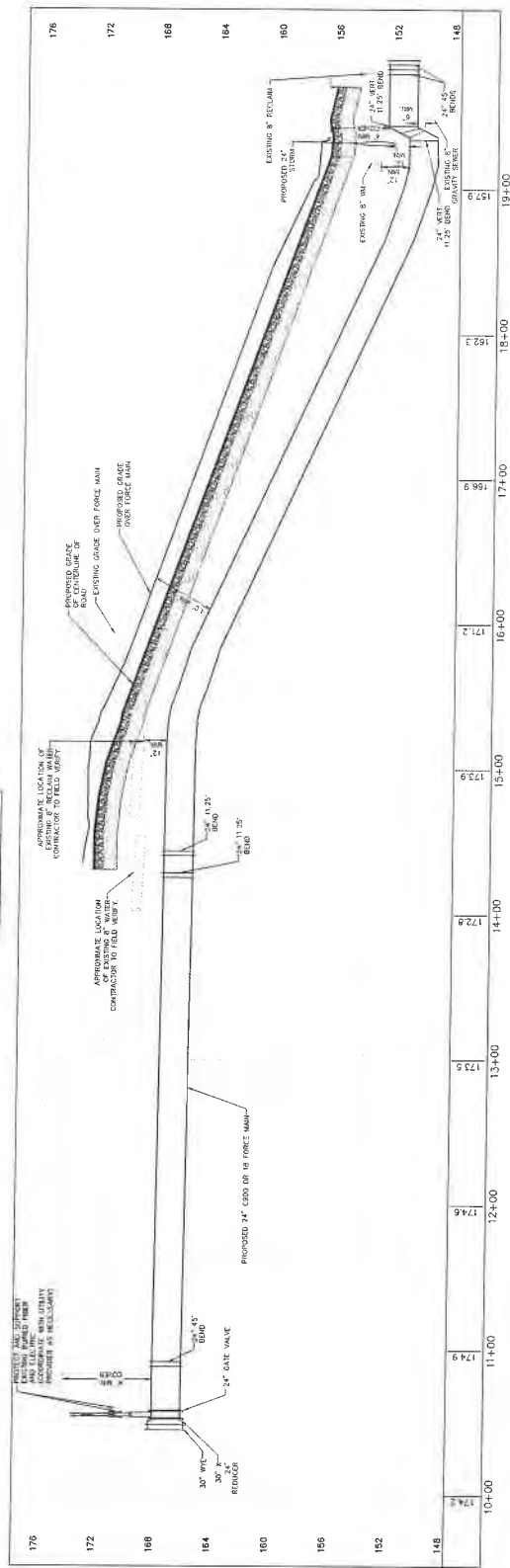
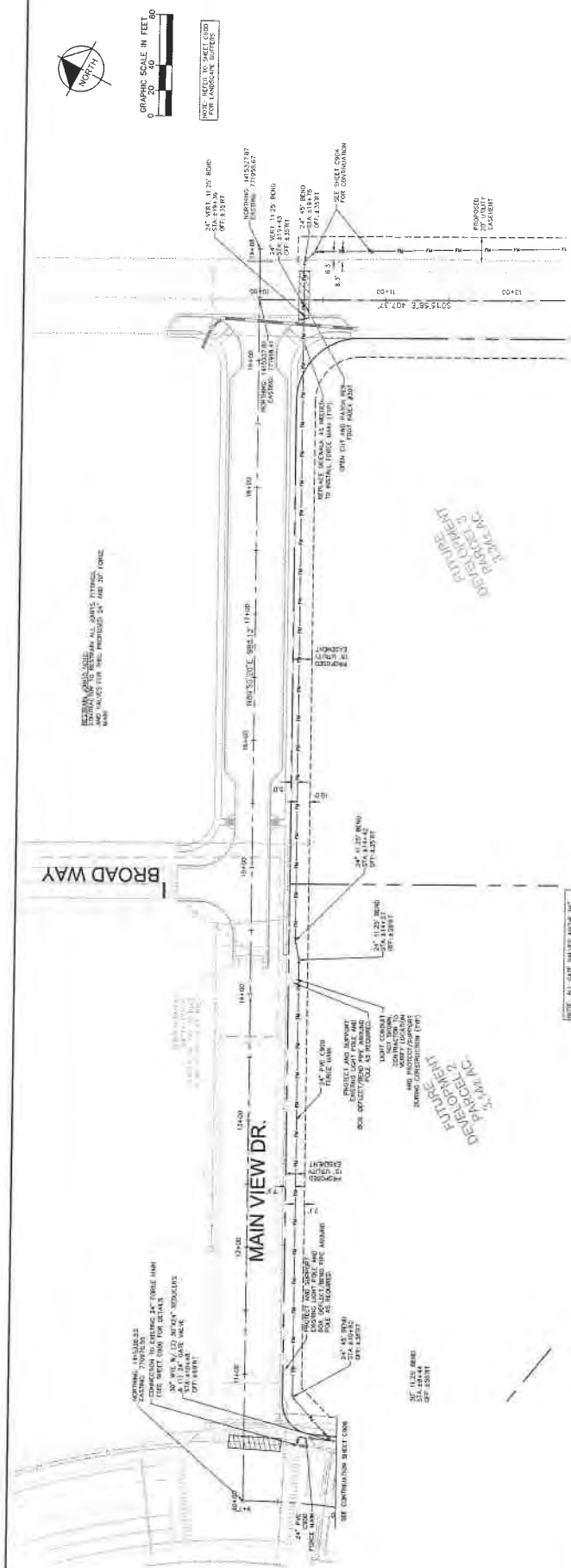


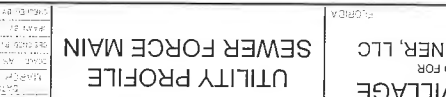
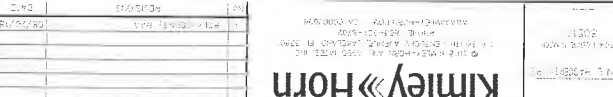


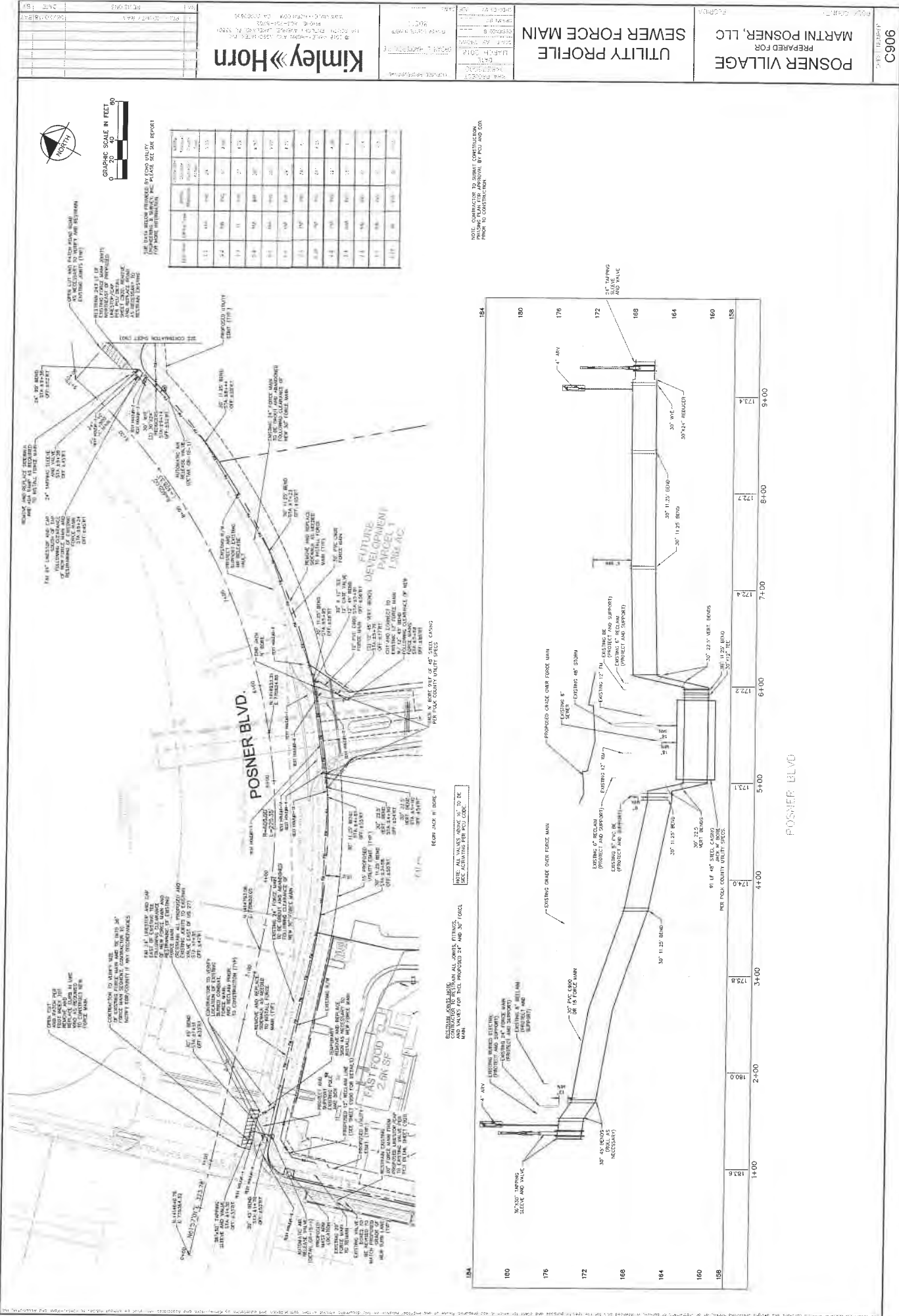


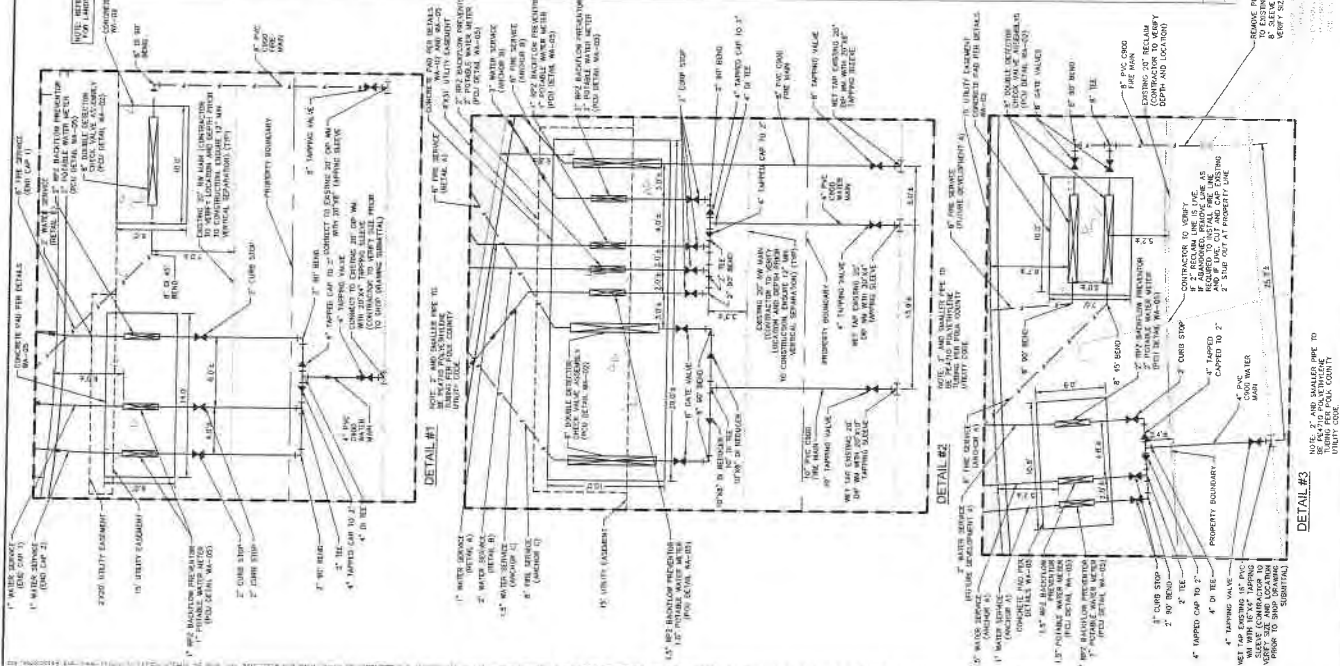
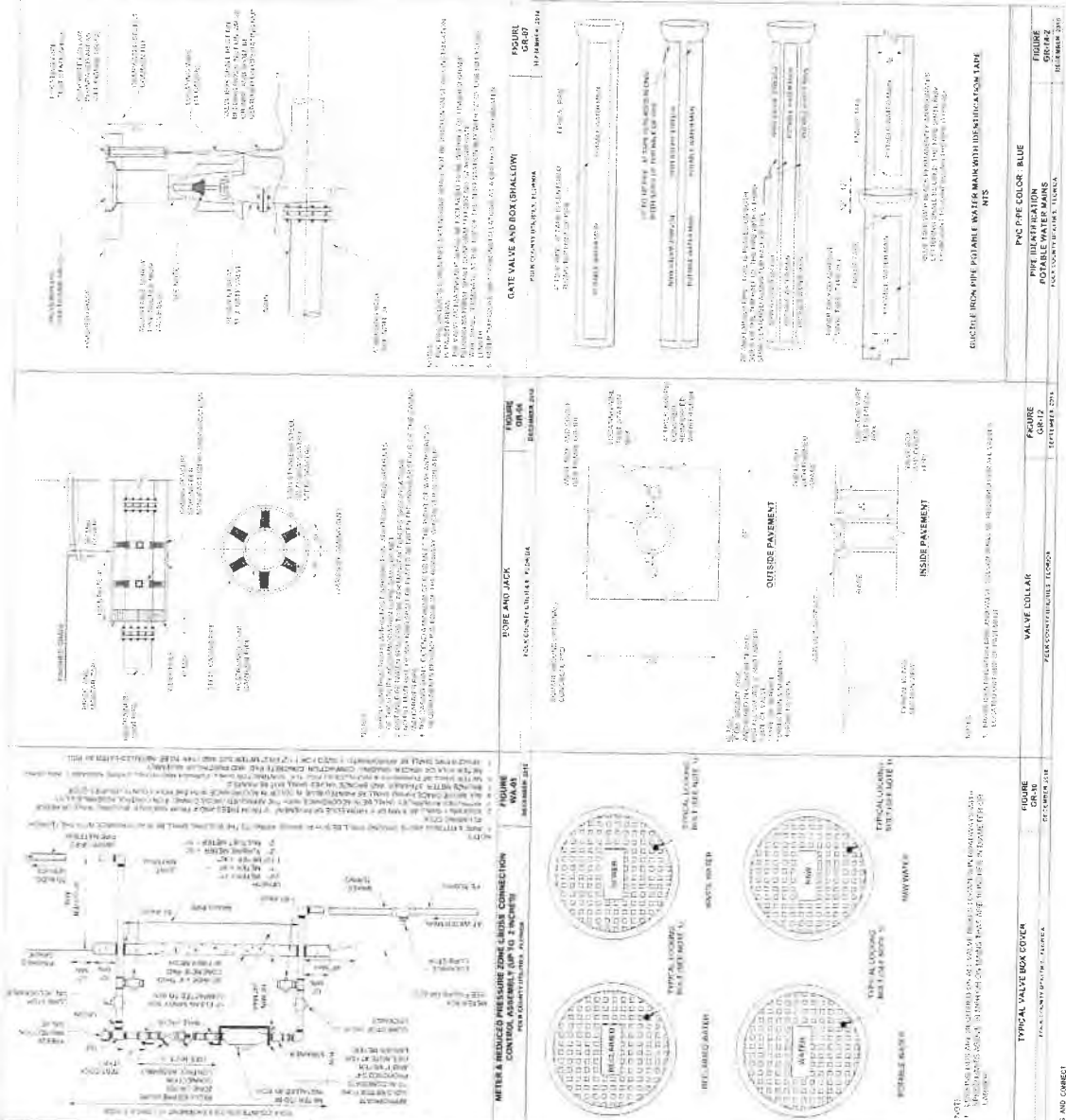


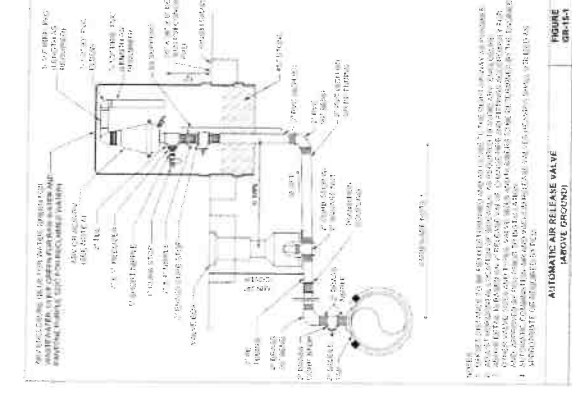
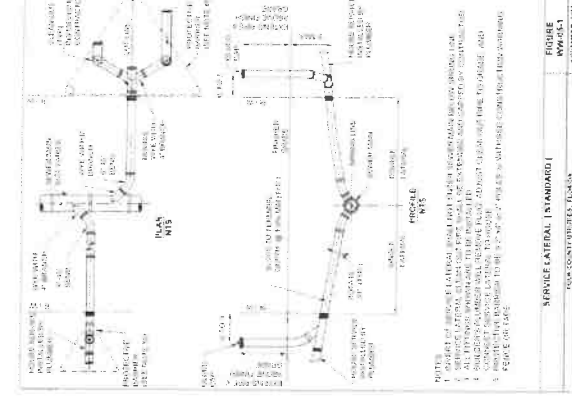
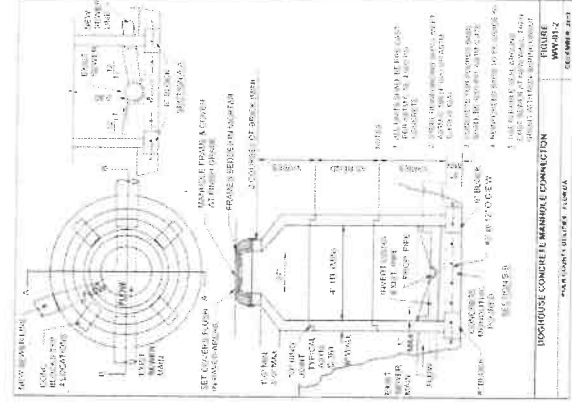
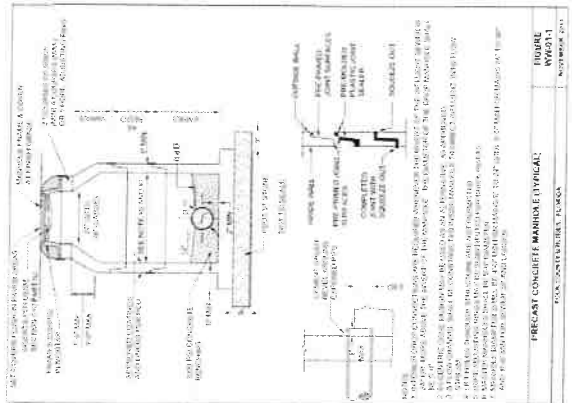


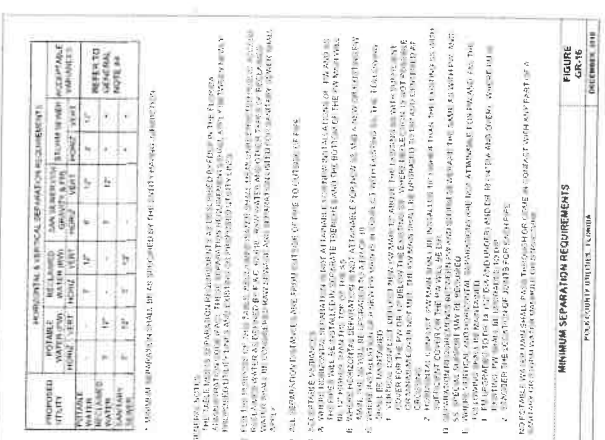
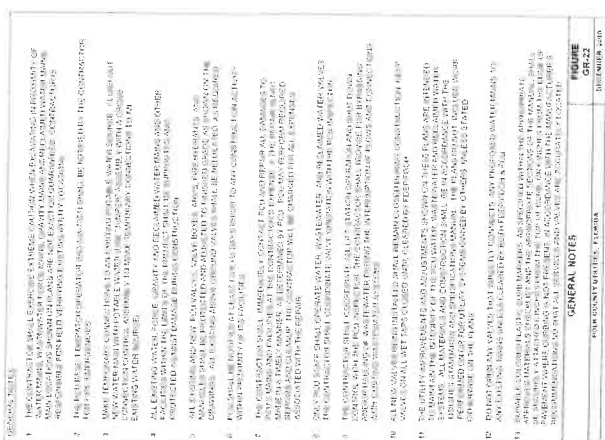
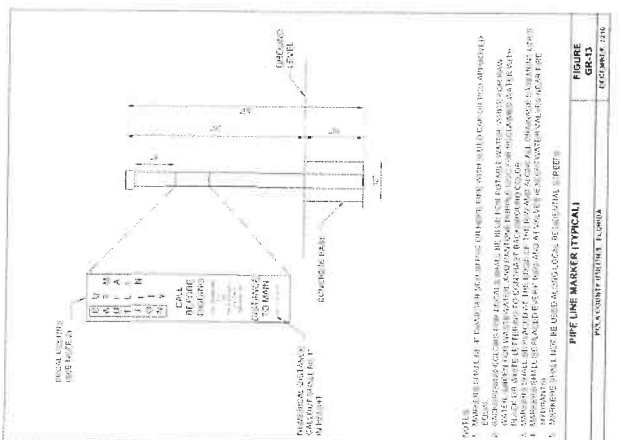
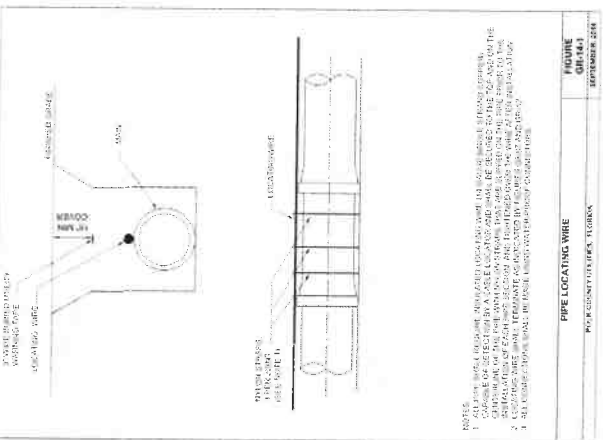
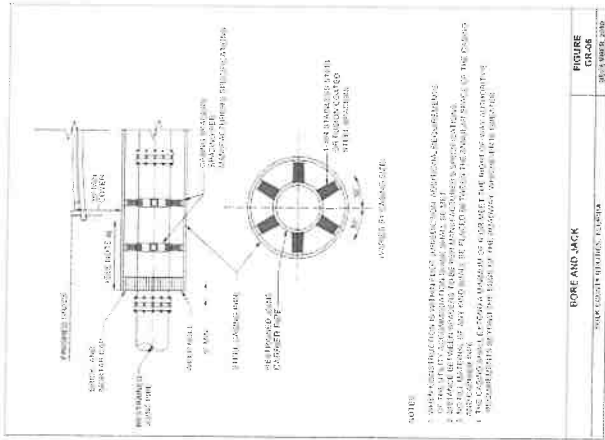


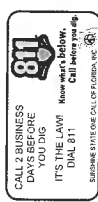
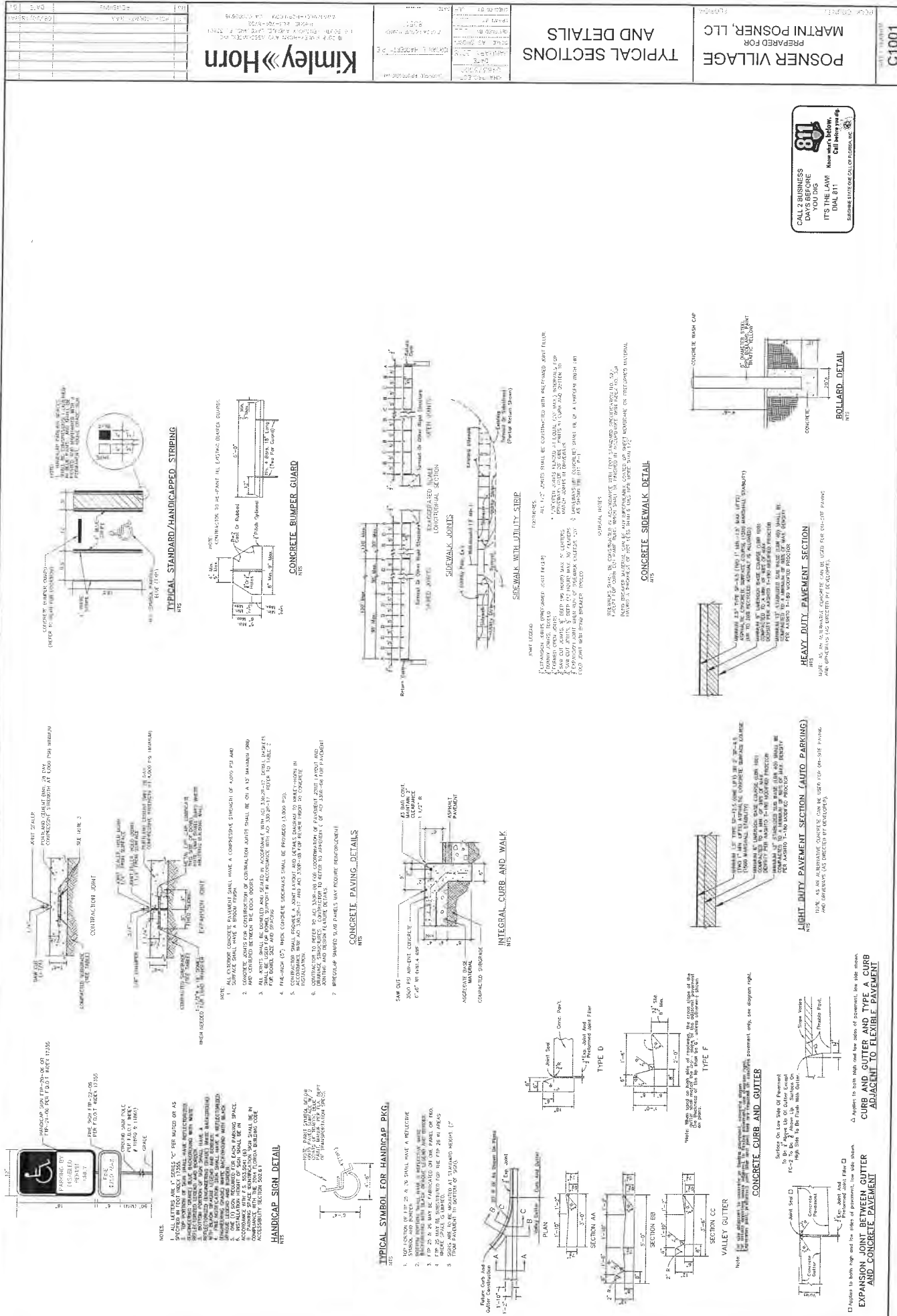






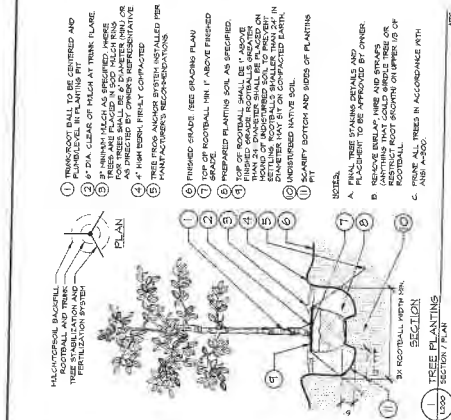




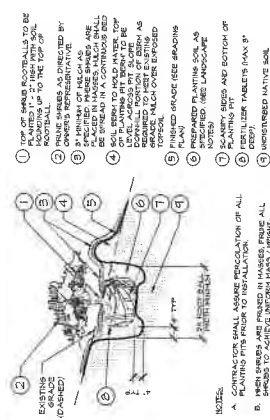




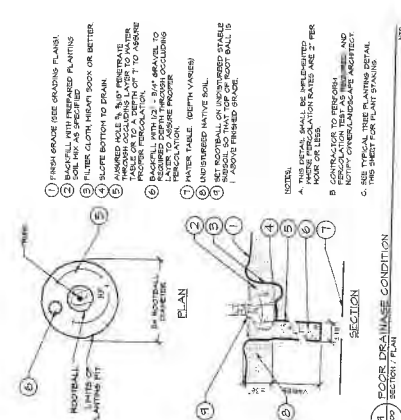




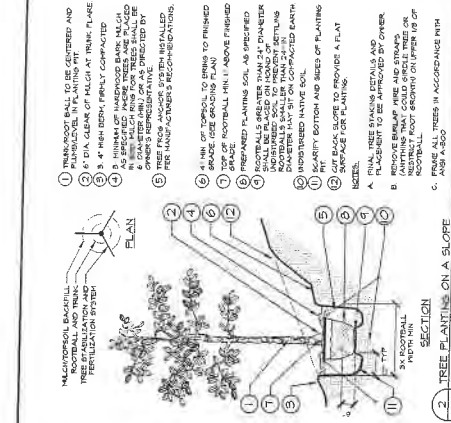
1. TREE PLANTING
SECTION PLAN



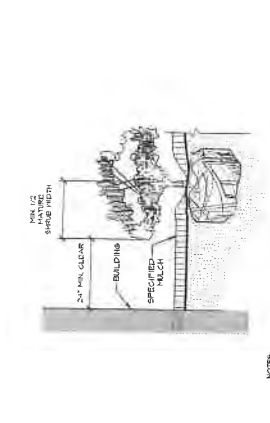
2. TREE PLANTING ON A SLOPE
SECTION PLAN



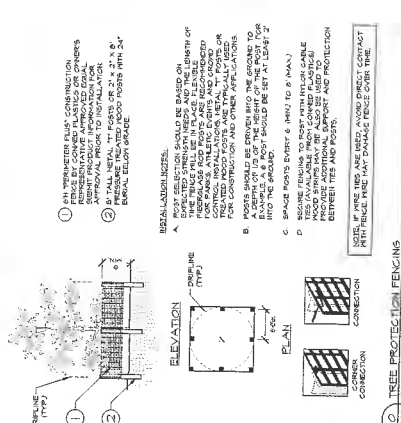
3. SHRUB/GRASS COVER PLANTING ON A SLOPE
SECTION PLAN



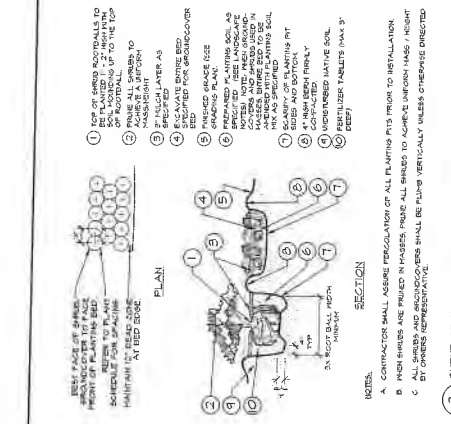
4. TREE PLANTING
SECTION PLAN



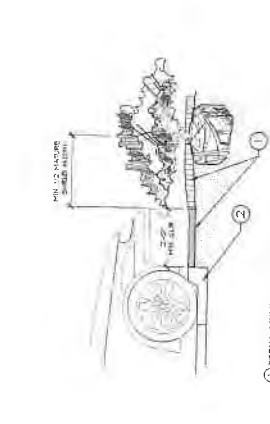
5. TREE PLANTING ON A SLOPE
SECTION PLAN



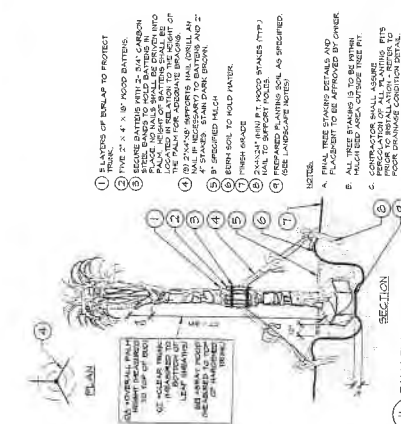
6. PLANTINGS ADJACENT TO BUILDINGS
SECTION PLAN



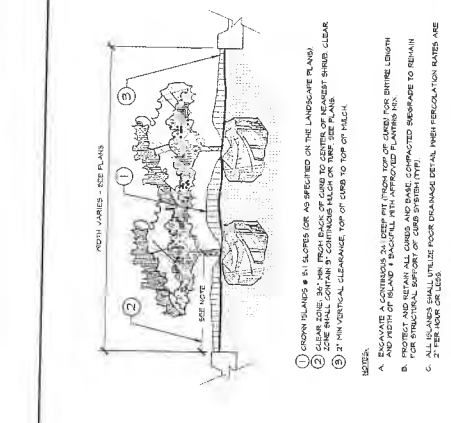
7. SHRUB/GRASS COVER PLANTING
SECTION PLAN



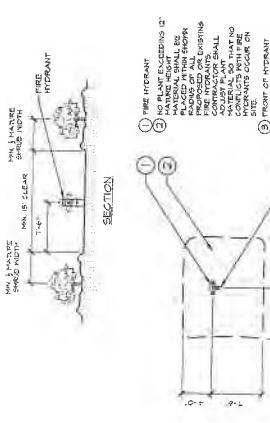
8. SHRUB/GRASS COVER PLANTING
SECTION PLAN



9. PALM PLANTING
SECTION PLAN



10. SHRUB/GRASS COVER PLANTING
SECTION PLAN



11. SHRUB/GRASS COVER PLANTING
SECTION PLAN



12. SHRUB/GRASS COVER PLANTING
SECTION PLAN

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LANDSCAPE DETAILS

POSNER VILLAGE
PREPARED FOR
MARTINI POSNER, LLC
FLORIDA

L200

IRRIGATION SYSTEM NOTES:

- [illegible]

1. TORO
2. HUNTER
3. RAINBIRD

1 TYPICAL SCHEMATIC IRRIGATION NOTES



CITY OF STUART WATER TREATMENT PLANT

TREATMENT INVESTIGATION FOR PERFLUORINATED COMPOUNDS (PFC's) PFOA AND PFOS

Prepared for:
City of Stuart
March 2017



Prepared by:
Kimley»Horn

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Associates, Inc., 2017
Project No. 144967008



CITY OF STUART

TREATMENT INVESTIGATION FOR PERFLUORINATED COMPOUNDS (PFC's)

PFOA AND PFOS

DECEMBER 2016

Updated March 16, 2017

1 BACKGROUND

The Environmental Protection Agency (EPA) established the Third Unregulated Contaminant Monitoring Rule (UCMR 3) in 2012 and required yearly assessment monitoring of public drinking water systems in 2013, which regulates a number of emerging contaminants of concern that have been found in water sources around the Country. The City of Stuart was required to monitor for these contaminants as a public water system (PWS) which serves more than 10,000 people since 2013. In particular for the City of Stuart, the perfluorinated compounds (PFC's), perfluorooctanesulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) are the contaminants of concern which have consistently been detected above the minimum reporting level (MRL) since the rule was promulgated. Although no regulatory limits were initially established by the UCMR 3, in May 2016 EPA established a value of 0.07 ug/l, or 70 parts per trillion (ppt), as a Health Advisory Level (HAL) for the combined PFOS and PFOA levels for public drinking water systems. Since the inception of the UCMR 3, the City of Stuart's water treatment system's point of entry (POE) has historically experienced samples with PFC levels above this HAL. The HAL's provide information on contaminants that can cause human health effects and are known or anticipated to occur in drinking water. EPA's HAL's are non-enforceable and provide technical guidance to state agencies and other public health officials on health effects, analytical methodologies, and treatment technologies associated with drinking water contamination

Although the source of PFC contamination found in the groundwater is not fully known, given the environmental sources suspected for the contribution of these contaminants, the source of measured PFCs are suspected to be either from fire-fighting foam entering groundwater, or direct contribution from wastewater reclaim application. Given elevated levels found in several supply wells within a clustered area, it is believed that a point source is the major contributor to these elevated levels. Refer to Figure A illustrating the PFC (PFOA + PFOS) levels measured in each supply well and POE.

Based on the results from the sampling and technical research for PFC removal, the current treatment in use at the water treatment plant, using air stripping of the raw water to remove volatiles and other known contaminants, is not effective at removing PFC's. Refer to *Table ES.1 – Summary of PFAS removals for various treatment processes*, **Water Research Foundation 2016 Web Report, Treatment Mitigation Strategies Accordingly**, for supporting information. Based on this information and other research, the existing treatment system provides inadequate treatment for the removal and/or reduction of PFC's in order to meet the established regulations and the City's treatment goals.

Given the contaminant's concentration in the raw water, it is not anticipated that blending with other wells with lower PFC levels as a treatment method to reduce PFC levels in the finish water will be acceptable to meet the PFC removal goals. Using the 70 ppt HAL (combined PFOA and PFOS) as an upper limit for each well, an alternative treatment method will be necessary to maintain use of the groundwater wells. There is also on-going research outside of the EPA that has suggested lower allowable concentrations of PFOA, PFOS, and other PFC's is recommended. For instance, The State of New Jersey is in the process of promulgating a maximum contaminant level for PFOA of **14 ppt**, nearly five times lower than the HAL EPA has established. If adopted, it will be the only legal limit on PFOA in the nation.

The intent behind this report is to evaluate the most feasible and best available treatment alternatives in reducing these contaminant levels and identifying short-term and potential long-term solutions to the City's water supply challenges with respect to PFC's. The short-term solution should include either replacing lost capacity from these wells with finished water from existing finish water interconnects, or restore the functional use of the existing groundwater wells containing elevated PFC levels with an alternative treatment method. The short-term solution should be implemented immediately, with a long-term plan to reduce the dependence on the existing surficial groundwater supply.

2 APPROACH

The existing groundwater supply has limitations due to challenges with other historical contaminants, including the recent presence of PFCs and some of the emerging contaminants of concern. Accordingly, the approach to the City's water supply concerns revolves around achieving compliance for the existing water source and customers as well as a sustainable supply for the future of the City. The short-term solution involves analyzing, selecting and implementing the treatment technologies available to treat and remove the currently present PFCs from the produced water prior to distribution. The focus of this evaluation supports the short-term alternatives available to achieve such treatment and enable the City to achieve compliance. Goals for the short-term evaluation include the paramount compliance with UCMR regulations followed by minimizing the capital and operation expenses for the short-term solutions.

The long-term approach involves implementing a consistent and reliable treatment method to remove emerging contaminants or securing a sustainable water source free of contaminants beyond traditional salinity and organic contaminants. Although not included in the scope of this project, the approach should consider evaluating alternative water supplies including the lower Floridan aquifer, surface water, or some combination of these and other alternative water sources. Further analysis should include the treatment options of these alternative water sources, capital expense, operation expense, pilot verification of treatment and the long-term sustainability for the City's water utility.

The current water supply is derived from the surficial aquifer which has limited withdrawal capacity and is highly scrutinized by the South Florida Water Management District due to its influence on the surrounding water table. In addition, its close proximity to the surface yields it as suspect to contamination from surface application of chemicals and reclaimed water. Specifically, these contaminants include the PFCs, and others listed in Table 3-1. This evaluation addresses the desktop analysis of multiple treatment alternatives.

Longer term raw water supply focused on alternative water sources should be evaluated in the future for sustainability, treatment feasibility, regulatory considerations, and financial efficiency for the City. Alternative water sources identified can be used as the sole source of supply water or used in combination with the existing surficial influenced wells or another alternative supply. Once one or multiple sources are identified and committed, treatment pilots should be engaged to demonstrate successful treatment as well as operational feasibility to support operational commitments to the Utility's staff and financial resources.

The existing surficial aquifer is a limited source of raw water, and the City does not have any alternative water supply sources, other than interconnects with neighboring utilities. Additionally, the existing surficial aquifer has a number of existing contaminants that further limit the withdrawal capacity, and with the recent discovery of PFC contaminants, further limits the Utilities ability to meet future water system demands and drinking water standards. **Table 1** provides a list of current and historical known contaminants that require advanced treatment beyond conventional lime softening and filtration.

Currently, there is no known groundwater contaminant level established for PFC's that would trigger corrective cleanup actions or potential funding at the PFC levels measured in the wells. Additionally, the use of reclaim water for irrigation and continued recharge of the surficial aquifer has no regulations for these emerging contaminants. However, reclaim water quality standards are currently under review by the regulatory agencies, which may trigger monitoring and/or potential treatment for these emerging contaminants. Subsequently, the City's actions should address these contaminants in both the drinking water and potential discharge to the

wastewater treatment system in order to minimize any discharge of these contaminants to the environment.

The short-term solution should include either replacing lost capacity from these wells with finished water from existing finish water interconnects, or restore the functional use of the existing groundwater wells containing elevated PFC levels with an alternative treatment method. Restoring capacity of the raw water supply wells which contain PFC levels above the HAL, must include an advanced treatment method not currently used at the existing facility. Pilot testing using the most cost-effective, best known track record of reducing PFC's was developed and implemented in order to identify design criteria, operational experience, and capital and operating costs associated with the selected treatment option.

Table 1 CONTAMINANTS OF CONCERN - City of Stuart Wells

Water Quality		Unit	Influent (range)	MCL/HAL
	Parameter			
	PFC (PFOS)*	ug/L	0.046 - 2.1	-
	PFC (PFOA)**	ug/L	0.0048-0.052	-
	PFC (PFOS + PFOA) (max)	ug/L	0.050 - 2.15	0.070
>	1,4-Dioxane**	ug/L	0.130	-
>	Methyl-tert-butyl-ether	ug/L	1.800	-
>	cis-1,2-Dichloroethylene (DCE)	ug/L	0.3-42.4	70.0
>	1,2 Dichloropropane (DCP)	ug/L	1.2-39.0	-
>	1,2,3-Trichloropropane (1,2,3-TCP)*	ug/L	1.0-23.8	-
>	Trichloroethylene (TCE)	ug/L	5.00	-
>	Tetrachloroethylene (PCE)	ug/L	0.65	3.0
>	Vinyl Chloride	ug/L	0.13	1.0
>	Chlorobenzene	ug/L	0.34	-
>	Benzene	ug/L	1.30	1.0

* UCMR3 List

** UCMR3 and UCMR4 List

> Treatment currently in place

3 SHORT-TERM TREATMENT OPTIONS

The existing treatment system provides conventional treatment, consisting of aeration and air-stripping of volatile organic compounds, lime softening, filtration and disinfection. Conventional filtration and lime softening have limited effectiveness at removing PFCs found in the raw water. It is also evident from the water quality test results taken at the POE and individual wells, that PFC's are unaffected through the existing treatment plant. Refer to Figure 1. As such,

conventional treatment is not an option for continued treatment and reduction of these emerging contaminants. Therefore, alternative treatment options were researched and evaluated that would effectively remove these contaminants in a cost effective manner.

Viable treatment methods that are known to be effective at removing PFC's include:

1. **(An) Ion Exchange (AIX)**
2. **Granular activated carbon (GAC)**
3. **Membrane treatment (RO & NF)**
4. Other Treatment Methods - Chemical Oxidation/Reduction, Thermal & Electro-chemical, Biological treatment

Based on the research, literature reviewed, and discussions with manufacturers, sorption processes, such as GAC and AIX, and membrane treatment provide the most effective removal of PFC's from water streams. Chemical oxidation, advanced oxidation and reduction processes, and thermal and electro-chemical processes are processes that show promise, but many of them are still in the research mode, have limitations, and no full-scale track record. Each one is site specific and may be complimentary and more effective as combined systems, but may be more suitable in wastewater streams, where other interferences exist. These treatment methods were not evaluated further, due to their more research driven techniques and limited full scale installations that exist for the treatment of groundwater.

The primary treatment goal is to remove the PFC's from the raw water, followed by reduction or removal of other known contaminants and upcoming UCMR's that may be of concern. The other volatiles and contaminants listed in Table 3-1 is the secondary goal of implementing a new treatment process.

Total organic carbon (TOC) reduction with a new treatment process is also a benefit which would improve the disinfection byproduct results in the finish water. The benefit of reducing TOC levels has a two-fold effect, addressing the short-term treatment goals and allow long-term continued use of the system.

**Table 3.1 - PERFORMANCE CRITERIA for FULL-SCALE GAC
SYSTEM**

Parameter	Unit	Influent (range)	Effluent Requirement (max)*
Water Quality			
PFC (PFOS)*	ng/l	70 - 400	50
PFC (PFOA)*	ng/l	20 - 50	20
PFC (PFOS + PFOA) (max)	ng/l	100 - 500	60
1,4-Dioxane*	ug/l	0.130	-
cis-1,2-Dichloroethylene (DCE)	ug/l	3.1	-
1,2 Dichloropropane (DCP)	ug/l	1.2-39.0	-
1,2,3-Trichloropropane (1,2,3-TCP)*	ug/l	1.0-23.8	-
Trichloroethylene (TCE)	ug/l	5.0	-
Tetrachloroethylene (PCE)	ug/l	5.0	-
Vinyl Chloride	ug/l	0.1	-
Chlorobenzene	ug/l	0.34	-
Benzene	ug/l	1.30	-
TOC	mg/l	5.0 - 8.0	-
UVA ₂₅₄	cm ⁻¹	0.1 - 0.35	-
pH	-	7.2	-
Alkalinity (as CaCO ₃)	mg/l	286	-
Calcium hardness (as CaCO ₃)	mg/l	294	-
Iron	mg/l	0.43	-
Hydrogen sulfide	mg/l	0.2 - 0.6	-
Ammonia (as N)	mg/l	0.16	-
Temperature	deg F	81	-
BV to 50% breakthrough* (min)			10,000

* UCMR3 List

3.1 ION EXCHANGE

Ion exchange is an exchange of ions between two electrolytes or between an electrolyte solution and a complex. Typical ion exchangers are ion exchange resins (functionalized porous or gel polymer), zeolites, montmorillonite, clay, and soil humus. Ion exchangers are either cation exchangers that exchange positively charged ions (cations) or anion exchangers that exchange negatively charged ions (anions). Typical ion exchangers include softeners, which replace or remove calcium (hardness) with sodium.

Ion exchange resins from different manufacturers tend to deliver varying results on PFC removal. Research indicates that fresh resin presents a higher removal efficiency than continuous regeneration approaches (Appleman, 2012). The removal efficiency is estimated to be largely based on molecular weight of the carbon chains. The longer chains such as PFOS typically have better removal efficiency in cases where ion exchange has been shown to provide some removal

of the PFCs. Generally, in the cases where ion exchange has provided some level of removal, the smaller versus larger carbon chains were removed at approximately 46% and 92%, respectively (Appleman, 2012). According to the WRF Web Report #4322, *Treatment Mitigation Strategies for Poly- and Perfluoroalkyl Substances*, 2016, Amberlite IRA-400 resin was found to have a higher capacity than GAC for both PFOS and PFOA removal. However, contact times for IX are much longer than typical bed volumes used for conventional IX treatment, and conventional regeneration techniques were not sufficient to regenerate the resins.

Other studies have indicated waters contaminated with PFC's that contained higher natural organic matter (NOM) were more effectively removed using IX, possibly due to the interaction between the PFC's and NOM.

Given the research that has been conducted, ion exchange has the potential to provide removal of PFCs and should be considered on a case by case basis compared to the contaminants present and the Utility's goals.

Some of the advantages of using IX include:

- Specific, yet partial removal of contaminants with select media
- Requires low operating pressures
- No hazardous chemicals required for treatment

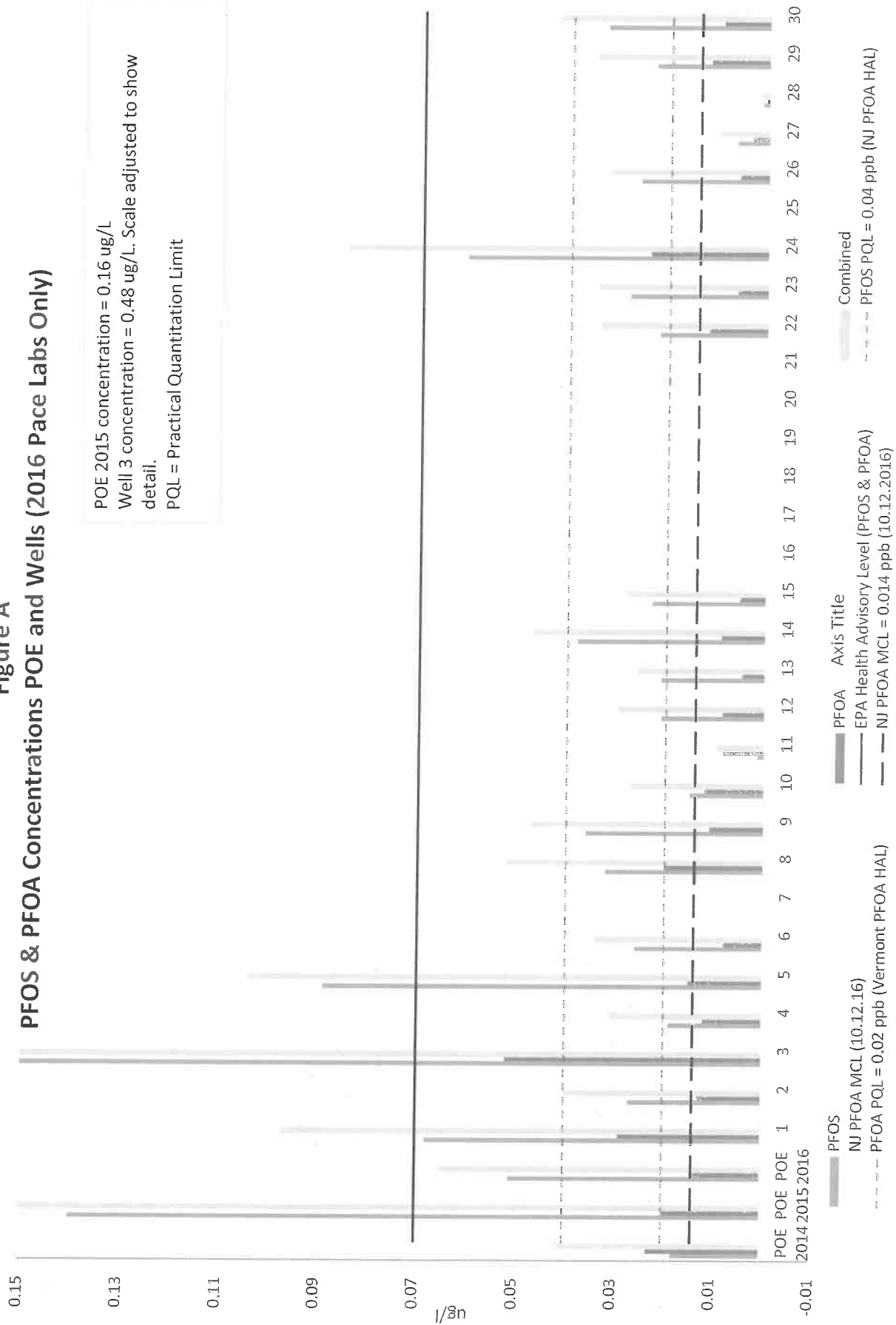
The disadvantages include:

- Significantly less contaminant removal compared to other alternatives
- Potential to lose resin and require regular purchase of new resin
- Maintenance intensive with several mechanical transfer processes
- Brine disposal includes waste of elevated chloride loaded waste stream through a dedicated forcemain to the deep injection well, resulting in significantly higher costs
- Higher capital installation costs than GAC

3.1.1 Conceptual Level Engineer's Opinion of Probable Cost

Non-labor operating costs are mainly composed of ion exchange resin replacement, regeneration cost and brine disposal cost. Operating costs are estimated based on average annual design flow conditions. Ion exchange resin replacement and regeneration with sodium chloride is estimated at \$0.20 per 1,000 gallons of treated average flow. Brine disposal cost is estimated at \$0.15 per 1,000 gallons of ion exchange treated flow, which includes pumping of spent brine directly to the City's WWTP. Both the resin supply and brine disposal costs are subject to CPI cost increases and could lead to increased operating expenses. Labor costs, power costs and other existing

Figure A
PFOS & PFOA Concentrations POE and Wells (2016 Pace Labs Only)



operating costs are not included in this estimate. The conceptual level operational cost estimates for the ion exchange system are shown in **Table 3-1** below.

Table 3-1. Conceptual Level Annual AIX Operational Cost Estimate

ADD Capacity (MGD)	MDD Capacity (MGD)	Operating Costs (\$ per 1,000 gallon produced)	Estimated Annual Operating Cost (0.125 MGD treated per day)
0.125	0.161	\$ 0.35	\$ 15,969

The conceptual level of capital costs estimated for ion exchange treatment construction are shown in **Table 3-2**. The estimated costs are based on treating the average day demand flow rate of 0.65 MGD. The cost shown includes the ion exchange treatment systems as well as the ancillary resin regeneration system, brine storage and transfer systems, and resin storage and system controls needed for full operation of the ion exchange treatment system. **Table 3-2** below provides a summary of the estimated costs for the ion exchange treatment alternative.

Table 3-2. Conceptual Level AIX Capital Cost Estimate

Item	Size/Units	Quantity	Unit or Material Cost	Total Cost
General Requirements	L.S.	1	\$ 50,000	\$ 50,000
Site Civil (slab, site work)	L.S.	1	\$ 110,000	\$ 110,000
Site Mechanical (RWM piping, u/g)	L.S.	1	\$ 90,000	\$ 90,000
Electrical (new service, MCC, VFD's)	L.S.	1	\$ 120,000	\$ 120,000
12-inch FM (WTP to WWTP)	FT	5300	\$ 90	\$ 477,000
DIW upgrades	L.S.	1	\$ 250,000	\$ 250,000
Process				
Ion Exchange (vessels, brine tanks, regen pumps, resin)	MGD-ADD	0.75	\$ 1.25	\$ 937,500
Instrumentation & Controls	L.S.	1	\$ 80,000	\$ 80,000
Total Construction Cost				\$ 2,114,500
Contingency	% of Const.	15%	\$ 317,175	\$ 317,175
Engineering Planning, Design and Permitting	% of Const.	12%	\$ 291,801	\$ 291,801
Total Budget				\$ 2,723,476

3.2 GRANULAR ACTIVATED CARBON

Activated carbon is commonly used adsorb natural organic compounds, taste and odor compounds, and synthetic organic chemicals in drinking water treatment. Adsorption is both the physical and chemical process of accumulating a substance at the interface between liquid and solids phases. Activated carbon is an effective adsorbent because it is a highly porous material and provides a large surface area to which contaminants may adsorb. The two main types of activated carbon used in water treatment applications are granular activated carbon (GAC) and powdered activated carbon (PAC).

Multiple carbon manufacturers and carbon bases of their carbon components have been utilized to effectively remove PFCs in water sources. The testing researched has resulted in a variance of active removal rates and bed volumes. The carbon base material, loading rates, raw water contaminants, nominal organic matter (NOM) and TOC, and granule size have all contributed to the length of run time, removal of specific contaminants and regeneration frequency. Despite the variations in these criteria, the treatment technology is overall effective at removing PFCs of concern for the City of Stuart.

In general, waters with TOC and NOM in the raw water significantly reduces the bed volumes to contaminant breakthrough. This results in more frequent regeneration and more costly operations. Relating to the City of Stuart's ground water supply, organics are going to be present and are most likely going to reduce the longevity of each carbon load. It is anticipated that the frequency of full breakthrough would be around the 10,000 bed volumes (Appleman, 2012).

At the pilot scale, small columns of GAC can be exposed to a steady stream of raw water to simulate the actual operating conditions of the Utility. Pilot testing is typically completed using 4-inch columns filled with a known quantity of GAC. As the water is processed through the GAC, the water quality parameters are analyzed on the treated side of the GAC media. As the specific parameters of concern consume the GAC adsorption sites within the media, they will be identified in the treated water. This is termed as the initial breakthrough and the beginning stages of degrading removal of the specified contaminant. At this point, the carbon will become less efficient at removing the contaminant and the engineering analysis can be used to determine the percentage of breakthrough that can be allowed while maintaining compliance with the regulatory conditions. Once the GAC reaches its limit for obtaining regulatory compliance, it is considered exhausted and requires regeneration or replacement with virgin media. This process reveals the design parameters for the full-scale design and operation of the GAC treatment process and can be scaled up directly to the full-scale treatment.

At the full-scale treatment design and operation, the process is administered in the same fashion. The pressurized carbon vessels are much larger and hold from 20,000 to 40,000 pounds of GAC and require backwash cycles as the pressure buildup in the vessel typically escalates prior to the exhaustion of the carbon media. The breakthrough of the contaminants is observed similarly to the breakthrough described for the pilot scale operation. The frequency of regeneration is similar to the process observed in the pilot scale adjusted for the quantity of flow at the full-scale treatment. As noted above, the full-scale treatment and operation closely resembles the process experienced in the pilot scale treatment and operation. The following process flow diagram (**Figure A**) is a schematic depiction of the integration of GAC into the City's existing process.

Some of the advantages of using GAC include:

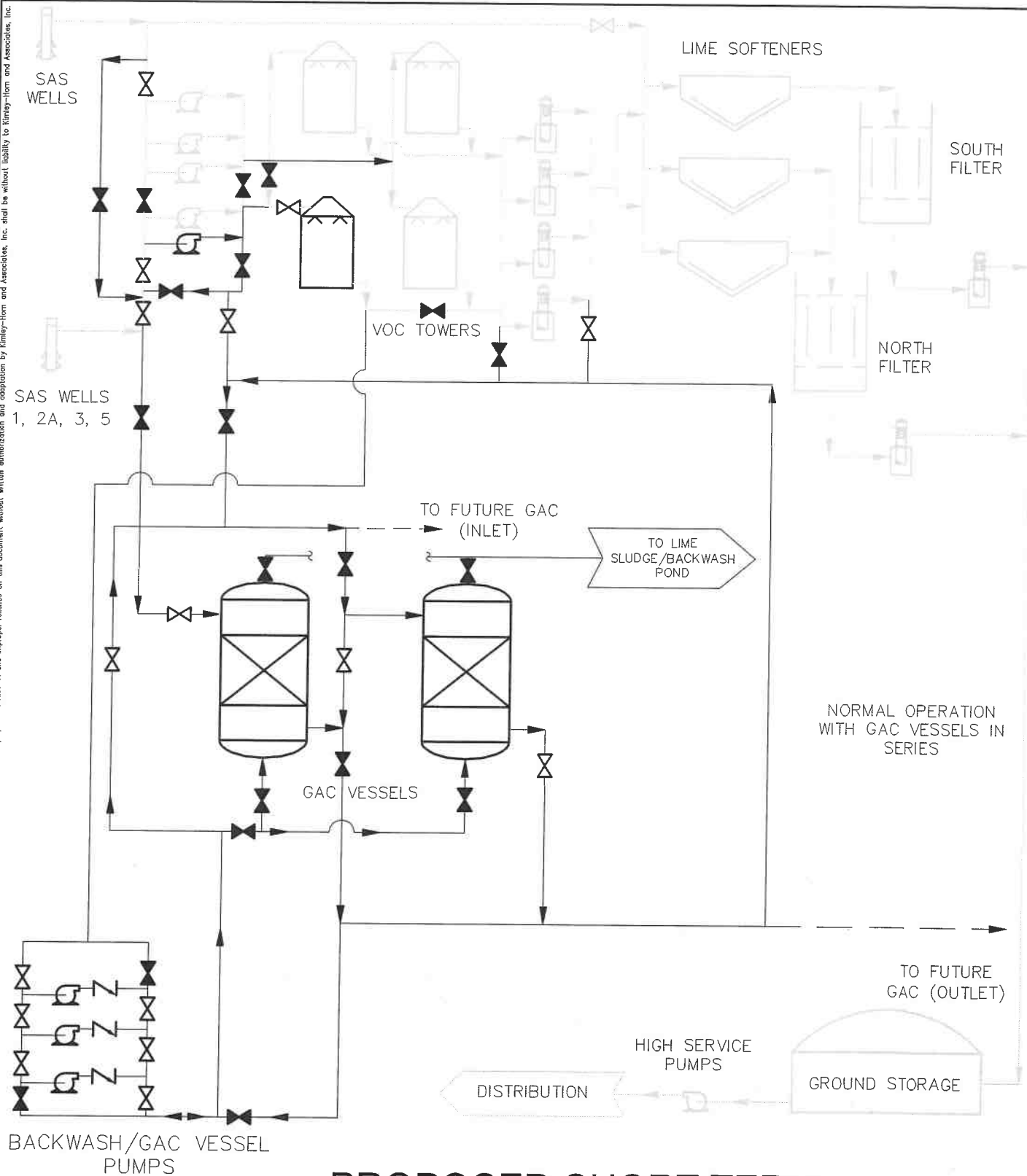
- Proven technology with numerous installations
- Requires low operating pressures
- No chemicals required for treatment
- Less maintenance than other treatment alternatives
- High percentage removal of specific contaminants
- Can be designed for full or partial removal of contaminants
- Regenerated GAC minimizes operational costs
- Capital expense for installation is low compared to other alternatives
- Allows hardness and alkalinity through for treated water stability

The disadvantages include:

- Spent carbon must be regenerated offsite
- GAC is consumed by hydrogen sulfide (H₂S), iron, DOC and TOC which can reduce the removal efficiency and significantly shorten the regeneration cycles, resulting in increased operating costs
- Iron can blind over the media, greatly reducing the treatment effectiveness of the GAC
- Large loading of backwash/rinse flow disposal into the onsite backwash basin for the lime softening facility
- Operational expenses may be higher than the other alternatives due to the frequent estimation of regeneration cycles

3.2.1 Conceptual Level Engineer's Opinion of Probable Cost

Estimated operating costs for the various treatment levels is presented in **Table 3-3** for GAC treatment. Non-labor operating costs are mainly composed of the cost of GAC regeneration. Operating costs are estimated based on average annual design flow conditions. The largest contributor to the operating expenses for GAC center around the supply and regeneration of the GAC media, its transport to and from



✕ = NORMALLY CLOSED
✧ = NORMALLY OPEN

PROPOSED SHORT TERM MODIFICATIONS - GRANULAR ACTIVATED CARBON

DRAFT

SCALE	
DESIGNED BY	
DRAWN BY	
CHECKED BY	

Kimley»Horn

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JULY 2016
PROJECT NO.
144967008

CITY OF STUART

DESIGN ENGINEER:
MARK D. MILLER
FLORIDA P.E. LICENSE NUMBER:
45320
DATE:

SHEET NUMBER
FIG-A

a regeneration facility, and steady replacement through each regeneration cycle. GAC regeneration costs are estimated using \$1.35 per pound of GAC and a GAC consumption rate of 0.64 pounds per 1,000 gallons treated prior to breakthrough. Backwash disposal costs, labor costs, and other existing operating costs are not included in this estimate. Overall, total operating costs are estimated to be \$0.58 per 1,000 gallons produced for the respective treatment level considered.

Table 3-3. Conceptual Level Annual GAC Operational Cost Estimate

ADD Capacity (MGD)	MDD Capacity (MGD)	Operating Costs (\$ per 1,000 gallon produced)	Estimated Annual Operating Cost (0.125 MGD treated per day)
0.125	0.161	\$ 0.58	\$ 26,463

The conceptual level of capital costs estimated for GAC treatment construction are shown in **Table 3-4**. The estimated costs are based on treating the average day demand flow rate of 0.65 MGD. The cost shown includes the GAC treatment systems, as well as the ancillary backwash systems and controls needed for full operation of the GAC treatment system. **Table 3-4** below, provides a summary of the estimated costs for the GAC treatment alternative.

Table 3-4. Conceptual Level GAC Capital Cost Estimate

Item	Size/Units	Quantity	Unit or Material Cost	Total Cost
General Requirements	L.S.	1	\$ 50,000	\$ 50,000
Site Civil (slab, site work)	L.S.	1	\$ 80,000	\$ 80,000
Site Mechanical (RWM piping, u/g)	L.S.	1	\$ 80,000	\$ 80,000
Electrical (new service, MCC, VFD's)	L.S.	1	\$ 95,000	\$ 95,000
Process				
Recirc/booster pumps	L.S.	1	\$ 50,000	\$ 50,000
Granular Activated Carbon (vessels, GAC, rinse pumps)	MGD-ADD	0.75	\$ 0.90	\$ 675,000
Instrumentation & Controls	L.S.	1	\$ 80,000	\$ 80,000
Total Construction Cost				\$ 1,110,000

Contingency	% of Const.	15%	\$ 166,500	\$ 166,500
Engineering Planning, Design and Permitting	% of Const.	12%	\$ 153,180	\$ 153,180
Total Budget				\$ 1,429,680

3.3 MEMBRANE TREATMENT

Research suggests that membrane treatment is a viable option for removal of the contaminants listed in the UCMR 3 and the suggested contaminants in the drafted UCMR 4. However, there is no known full-scale membrane treatment system that is currently in operation and that demonstrates consistent reliable rejection of these contaminants. Depending on the level of treatment desired and the contaminants present, nanofiltration (NF) membranes can be implemented to provide effective removal of the PFCs regulated by the UCMR 3 and UCMR 4. As with several other technologies listed within this analysis, the smaller carbon chain PFCAs such as perfluorobutanoic acid (PFBA) are more challenging to remove. Nanofiltration membranes were observed to remove greater than 90% of the PFCs in both a flow through and recycled treatment approach (Appleman, 2012).

Where more effective treatment removal is needed, brackish water reverse osmosis (RO) membranes have shown to remove greater than 90% of all the contaminants listed and greater than 95% of all contaminants listed over the molar mass of 300 g/mol (Appleman, 2012). Even with the molar mass driving most of the rejection abilities, the RO membrane is estimated to remove greater than 95% of PFBA found in the raw water which are the smallest chain of PFCs. Therefore, membrane treatment provides the best available technology and highest removal efficiency of all the PFC's down to the smallest molecular weight than the other treatment methods. While research indicates that membrane elements appear to reject the PFBA, PFCs and PFOAs at a high rate, it is suggested that the City pilot membrane elements to confirm the rejection rates as well as compare the performance of elements from different manufacturers.

At the pilot scale, a single element testing unit can be utilized to show rejection characteristics of selected membranes. The performance can be quickly compared by simulating the projected recovery of multiple elements within the full-scale system. Typical single element pilot tests focus on the lead and tail elements of the system as well as a representative middle element within the membrane train. Samples taken from the raw feed stream, permeate and concentrate can be analyzed to monitor the respective performance from the membrane elements. If further testing is desired to simulate the full membrane train's performance and any fouling potential, a pilot scale membrane test can be initiated using 4-inch elements mocking the

projected staging array. The following process flow diagram (**Figure B**) is a schematic depiction of the integration of membranes into the City's existing process.

Some of the advantages of using membrane treatment include:

- High percentage of removal of contaminants
- Continuous operation of consistent treatment quality
- Automated process controls for operators
- Lowest operating costs compared to the comparable alternatives
- Can be tested at small scale to identify the effective removal of contaminants

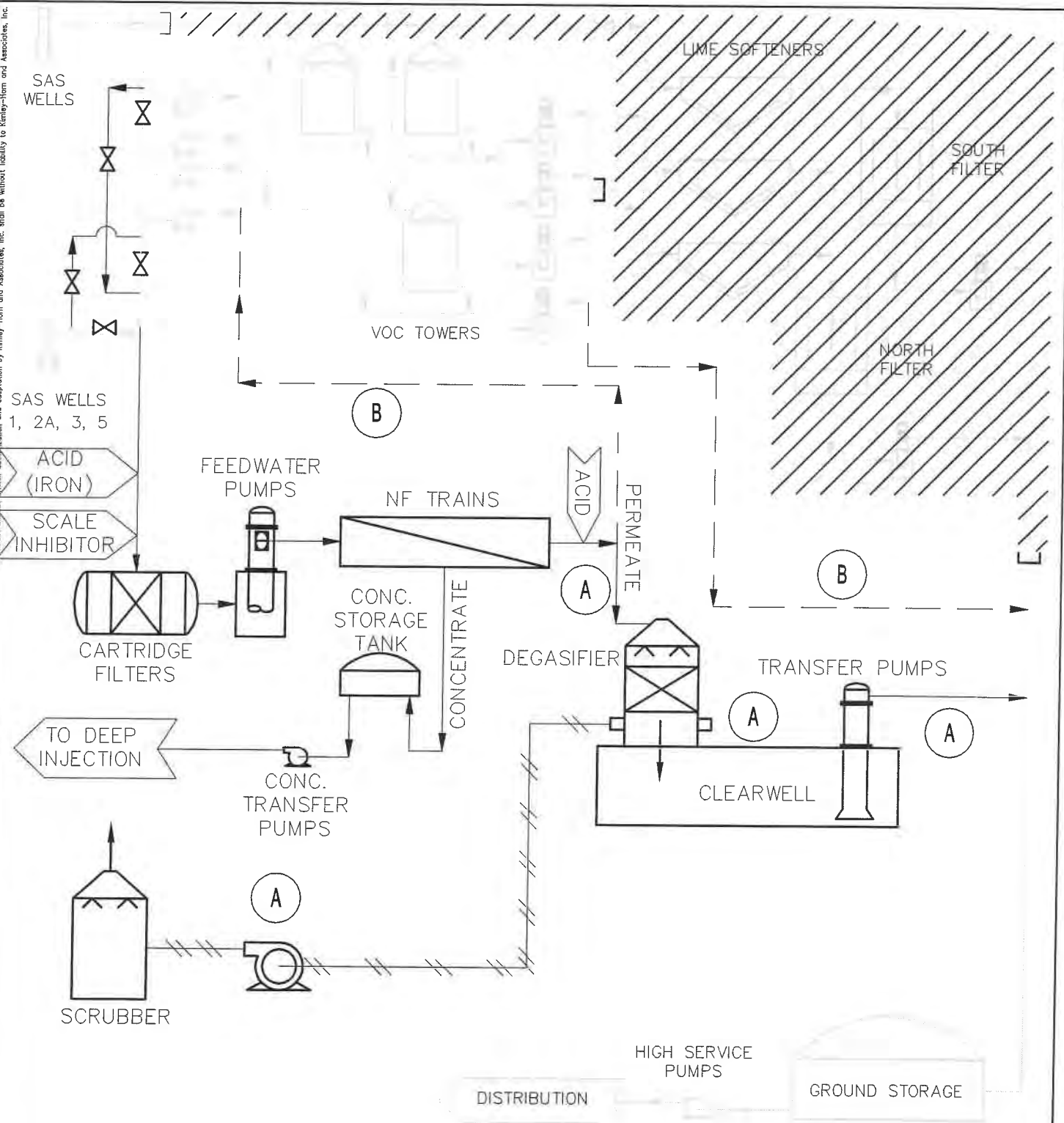
The disadvantages include:

- Concentrate disposal is required resulting in increased DIW usage
- Direct forcemain required to convey concentrate to DIW for disposal
- New chemicals introduced to the plant operation (acid for pH adjustment, antiscalant for membrane process)
- Capital expense is larger than other alternatives
- Operator interaction and instrument technician required for day to day operation

3.3.1 Conceptual Level Engineer's Opinion of Probable Cost

Traditionally, membrane operational costs and concentrate disposal have been the prohibiting factor in integrating membrane treatment. Since the City's WTP currently has a deep injection well for wastewater effluent injection, the concentrate disposal expense includes repumping the concentrate down the deep well. Given that the anticipated feed pressures for this raw water quality are expected to be less than 100 psi, the non-labor operating costs are much more comparable to, if not less expensive, than other treatment technologies. For this operating expense analysis, we have calculated the power consumption using 100 psi as the feed pressure and the remaining concentrate pressure to transport the concentrate to the effluent storage and disposal site.

The non-labor operating costs are mainly composed of energy (feed pumping) cost, membrane replacement cost (5-year replacement), and concentrate disposal cost (repumping down the deep injection well). The conceptual level operating costs are estimated based on average annual design flow conditions. Membrane feed power costs are estimated using \$0.12 per KWH and 100 psi net feed pressure, which results in a cost of \$0.25 per 1,000 gallons of membrane permeate produced. Concentrate disposal pumping results in a cost of \$0.05 per 1,000 gallons of membrane permeate produced, which results in total membrane operational costs of \$0.30 per 1,000 gallons of membrane permeate produced. Concentrate disposal is assumed to be via a



= NORMAL CLOSED
 = NORMALLY OPEN

PROPOSED SHORT TERM/LONG TERM MODIFICATIONS NANOFILTRATION

DRAFT

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JULY 2016

PROJECT NO.
 144967008

CITY OF STUART

DESIGN ENGINEER:
 MARK D. MILLER
 FLORIDA P.E. LICENSE NUMBER:
 45320

SHEET NUMBER

FIG-B

DATE:

relatively easy and inexpensive to construct and operate. There are a wide variety of electrode materials that can be used, however, their cost is a major limitation as well as the difficulty of building the electrodes compared with other electrode materials. In general, electrochemical oxidation has some limitations. Production of toxic by-products may also occur when treating PFAS-contaminated wastewater mixed with other harmful substances, including chlorine gas, hydrogen fluoride, bromate, perchlorate, and absorbable organic halides. Future research is needed for these options since degradation of different PFASs, including polyfluoroalkyl compounds can occur. Furthermore, only two studies have observed PFAS destruction when using electrochemical oxidation in the presence of aqueous film-forming foams (AFFF) impacted or PFAS-contaminated synthetic groundwater. More studies need to be conducted with environmental matrices to determine whether electrochemical oxidation is suitable for PFAS remediation. Photolysis, photocatalysis, activated persulfate oxidation, and other UV-induced oxidation are also promising treatment methods, but again, require similar research as electrochemical oxidation have not been fully developed into full scale implementation.

Thermal degradation of PFASs involves breaking the C–C and C–F bonds with high temperatures to produce perfluoroalkyl radicals that will subsequently decompose and form similar degradation products as photolytic treatment of PFASs. Thermal treatment methods include thermal chemical reactions, incineration, sonochemistry, sub- or supercritical, microwave-hydrothermal, and high-voltage electric discharge, all of which are still in research modes.

Incineration is one of the most common ways to destroy hazardous compounds and to reduce waste, but can result in harmful emissions. Incineration of PFASs, including PFOS, ammonium perfluorooctanoate (APFO), and PFOA, has been successful at temperatures ranging from 600 degrees Celsius to 1,000 degrees Celsius (USEPA, 2003; Krusic and Roe, 2004; Krusic et al., 2005; Yamada et al., 2005; Taylor et al., 2014).

Sonochemical degradation of PFASs is another treatment process that occurs through the application of ultrasound to an aqueous medium. When ultrasound is applied, cavitation bubbles form during the rarefaction (negative pressure) portion of sound waves. The cavitation bubbles will implode, creating extreme temperatures and pressures (14,000 psi) within its cavity. Highly reactive intermediates and radicals, including hydroxyl radicals, hydrogen atom, and oxygen atom, form during cavitation bubble collapse. This combination of highly reactive species and high temperatures and pressures has made sonolytic decomposition of PFASs successful, but again is only at the research level.

Table 3-6. Conceptual Level Membrane Capital Cost

Item	Size/Units	Quantity	Unit or Material Cost	Total Cost
General Requirements	L.S.	1	\$ 50,000	\$ 50,000
Site Civil (slab, site work)	L.S.	1	\$ 110,000	\$ 110,000
Site Mechanical (RWM piping, u/g)	L.S.	1	\$ 90,000	\$ 90,000
Electrical (new service, MCC, VFD's)	L.S.	1	\$ 150,000	\$ 150,000
12-inch FM (WTP to WWTP)	FT	5300	\$ 90	\$ 477,000
DIW upgrades	L.S.	1	\$ 250,000	\$ 250,000
Process				
Building	SQFT	8000	\$ 110	\$ 880,000
Membrane Treatment	MGD-ADD	0.75	\$ 1.40	\$ 1,050,000
Instrumentation & Controls	L.S.	1	\$ 150,000	\$ 150,000
Total Construction Cost				\$ 3,207,000
Contingency	% of Const.	15%	\$ 481,050	\$ 481,050
Engineering Planning, Design and Permitting	% of Const.	12%	\$ 442,566	\$ 442,566
Total Budget				\$ 4,130,616

Microbial degradation of PFASs has only been observed to occur with polyfluoroalkyl substances. Several other studies have used different treatment methods to degrade PFASs, including ozonation under alkaline conditions, permanganate, and ball milling. Ozonation is a commonly used advanced oxidation processes (AOP) in at least one-third of water treatment plants in the United States. Ozonation of PFOA and PFOS was viable within 4 h when pretreating with O₃ at pH 4–5, followed by pH adjustment to 11, but environmental matrices containing humic acid may inhibit ozonation (Lin et al., 2012a). Permanganate is also widely used as an oxidizing agent for iron and manganese, taste and odor control, microorganism control, and degradation of other hazardous pollutants. Permanganate removed about 50% PFOS, but with only 5% fluoride yield at elevated temperatures and very low Ph (65 degrees Celsius and pH 4.2). Although complete PFOS decomposition could not be achieved, degradation efficiency of permanganate improved with increasing temperatures and was not inhibited by the addition of organic acids, including oxalic, tartaric, succinic, citric, and humic acid.

In contrast to ozone and permanganate, ball milling is a type of mechanochemical (MC) destruction method that has been used to destroy PFOS and PFOA (Zhang et al., 2013b). Reactions take place at the surface of the ball mills while mechanic force is applied, such as shaking. This process effectively destroyed PFOS (<0.2% PFOS remained with 92.3% fluoride

yield) after 6 h of ball milling. When potassium hydroxide (KOH) was added, PFOS and PFOA were completely destroyed with higher fluoride yields. This treatment option is energy intensive and requires significant storage capacity due to the residence times required.

In general, most of these advanced treatment options are still considered research and do not have any known full scale installations with any proven operational track record. Therefore, further consideration of these treatment options is not feasible or recommended at this point.

4 PILOT TESTING

Given the relatively minimal testing history and research completed on PFCs and the limited full scale treatment systems that have been in operation, it was recommended that the City of Stuart perform a pilot test immediately to identify the best method of treatment for the Utility. Specific technologies to be tested include GAC, NF, low pressure RO, and ion exchange (jar test level) as those technologies showed the most effective removal of PFCs in the research that has been conducted. The pilot testing will help to identify the operating costs related to regeneration of the GAC and ion exchange medias, as well as the feed pressures effective for membrane treatment. Further, design specifics can be identified to support the preliminary and final design of the full-scale treatment.

It is important to dedicate the pilot testing to the worst case supply to ensure that the desired level of water quality can be obtained as well as develop a conservative review of the capital and operating costs. In the City of Stuart's Utility, it is recommended to identify the worst case source water and commence the pilot testing at that location. Should the well not present access for pilot testing onsite, a split stream of the water supply can be plumbed to the nearest available area for operating the various pilot testing units.

Although AIX may provide sufficient treatment and removal of PFC's, pilot testing IX was not conducted due to the significantly higher capital costs associated with constructing a separate pipeline to the WWTP for disposal of spent brine regenerant to the WWTP, and additional costs and handling of salt and brine for the regeneration. Simply disposing of the spent regenerant to the WWTP creates higher than desired salinity in the treated wastewater effluent used in the City's reclaim system.

4.1.1 GAC Pilot Testing – Conducted

GAC pilot testing offers a lot of flexibility in performing tests quickly and efficiently. The pilot testing recommendation includes securing a four-column GAC pilot where multiple carbon manufacturers and carbon bases can be compared and conducting a small scale rapid column test (RSSCT). Onsite monitoring and sampling will be required to ensure that all PFC parameters can be tracked as the media exhausts its adsorption capabilities.

Additional pilot testing was recommended and completed by Calgon Carbon Corporation (CCC) by taking a water sample from the respective well, sending the sample to the manufacturer's lab to complete an accelerated column test (ACT), which can provide a more rapid insight into the carbon's removal capabilities than a column test stand. While the RSSCT's and ACT's aren't anticipated to be 100% scalable to the full-scale treatment, they should give a strong indication as to the water quality expectations, regeneration frequency, and anticipated breakthrough timeframes. The current results from the ACT are provided below and summarized in the attached report, ***Accelerated Column Test (ACT) Study: Removal of Perfluorinated Compounds from Groundwater using Filtrasorb 400 12x40 Activated Carbon***, prepared December 5, 2016.

The ACT was conducted using Calgon's F-400 12x40 activated carbon to determine the bed life for reduction of PFCs as well as TOC and Color removal. The column test simulated a 10-foot diameter vessel containing 20,000 lbs granular activated carbon operating at 500 gallons per minute. This system and operation conditions simulated a 9.3 minute effective bed contact time (EBCT) based upon A.D. packing density, and 10.8 minute EBCT after backwashing. At completion, the ACT simulated 500 days of operation.

Figure 1 shows the plotted breakthrough curves for PFOS and PFOA versus simulated days of operation. Figure 2 shows the plotted breakthrough curves for TOC and Color versus simulated days of operation. The following conclusions can be drawn from the data generated in this ACT:

- The feed contained average PFC concentrations of 86 and 13 ppt for PFOS and PFOA, respectively, for a combined average of 99 ppt.
- The column effluent achieved initial breakthrough above the minimum detection limit after 60 simulated days of operation. The combined effluent concentrations for PFOS and PFOA reached higher than 70 ppt after nearly 180 simulated days of operation, equating to a carbon use rate of 0.16 lbs GAC per 1000 gallons treated. See Figure 1 for plotted breakthrough curves for PFOS and PFOA versus simulated days of operation.
- The feed contained an average TOC concentration of 9.6 mg/L (ppm) and an average apparent color of 23.

- The column effluent achieved initial breakthrough above detection limit for TOC after ~11 simulated days of operation, which equates to a carbon use rate of 2.66 lbs / 1000 gallons treated.
- TOC achieved 50% breakthrough after ~20 simulated days, which equates to a carbon use rate of 1.45 lbs / 1000 gallons treated. The initial breakthrough for color was observed at the same time and reached 50% of feed at ~73 simulated days of operation.
- Figure 3 indicates the bed volumes to provide sufficient treatment are greater than 20,000. Assuming the influent concentration of the PFOS/PFOA combined is nearly four (4) times the ACT results, the bed volumes are expected to be less than 10,000 to provide sufficient treatment of PFC's to less than the EPA limit of 70 ppt.

The ongoing RSSCT column testing being conducted was determined to be inconclusive at the time of this report preparation. Ongoing pilot testing using GAC and AIX concurrently and in series will be conducted and presented at a future date, if found to be successful.

Some of the early testing data suggests several of the following issues should be considered in the design of a proposed GAC system. Some of these include:

- Iron and TOC levels will affect PFC treatment negatively. Competition for the carbon sites exists when elevated levels of iron and TOC exist, reducing the carbons absorption ability for PFC removal. Additionally, any oxidized form of iron which occurs will blind over the top layers of GAC, further reducing the absorption capability of the GAC. Therefore, it is important to prevent oxidation of iron prior to the GAC beds.
- The existing VOC towers may improve GAC performance since they appear to reduce overall iron levels in the raw water through the tower packing. Iron levels appear to decrease by more than 50% through the towers based on field testing, and since some of the TOC's are bound up with iron, may also reduce TOC levels through the towers. Historically, the VOC towers are cleaned regularly due to the buildup of foulants, of which may be a conglomeration of iron, sulfide (converted to sulfur) and organics. Therefore, the proposed GAC piping confirmation should include operating the GAC vessels in series after the VOC towers.

4.1.2 Membrane Pilot Testing

Reverse osmosis (RO) treatment has been identified as a more effective treatment alternative for removing PFCs, mostly due to the molecular weight cutoff for membrane rejection compared to the relatively large molecular weight of the PFCs. Across all sizes

of carbon chains, the removal has been identified as greater than 90% for most contaminants and over 95% for the remainder of the PFCs. Pilot testing for reverse osmosis is very similar to the steps described for NF with the exception of the membrane used for piloting. Generally, the units available to test NF are also capable of producing the higher pressures needed to operate RO membranes.

Nanofiltration (NF) offers a low operating cost membrane treatment alternative due to its low driving pressures and lower rejection which helps stabilize the permeate stream with minimal post treatment re-stabilization needed. Research indicates high removals (greater than 95% rejection) of PFCs which should be confirmed on the actual water source. In order to test the NF membrane's rejection capabilities, analyzing a single element's performance can be completed quickly and efficiently using a single element test unit fed with raw water. Additional multi-element pilot testing with concentrate staging is necessary to identify representative full-scale feed pressures, fouling conditions, recovery optimization and further water quality confidence. These tests are typically achieved through a 4-inch element pilot configured with concentrate staging and potentially inter-stage boost pumps as required to simulate full-scale treatment conditions.

5 DESIGN CRITERIA

Each of the treatment alternatives present varying levels of treatment for consideration by the City. To confine the treatment expectations, the following subsections quantify the general design parameters for each alternative.

5.1 GRANULAR ACTIVATED CARBON

Based on the potable water capacity needed for supply to its customers, the City's minimal design conditions and equipment are defined within the table provided on page 27 – **DESIGN CRITERIA for FULL- SCALE GAC SYSTEM.**

The GAC system is relatively efficient in water production. The waste is composed of backwashing and rinsing of the media beds both on media replacement and with the routine operation. Much like a traditional filter, the GAC media will collect debris which will increase the differential pressure of across the media. As the differential pressure reaches a design set point, the media will require a 30-minute backwash followed by a 10-minute rinse. Each time the media is reloaded after regeneration, a backwash and rinse cycle is initiated prior to turning the vessel back into operation.

Figure 1 - Stuart, FL
PFOS & PFOA vs Simulated Days of Operation

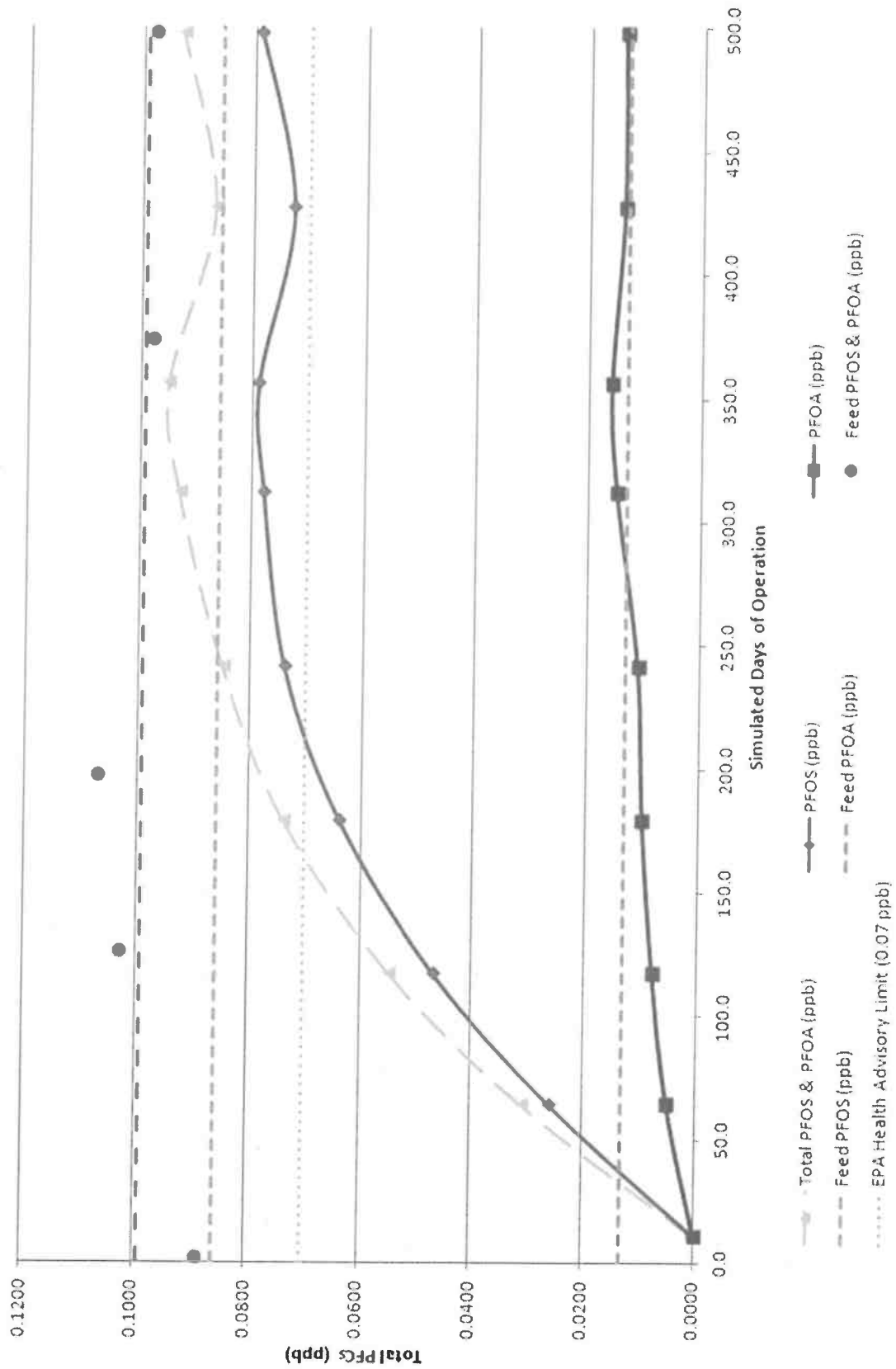


Figure 2 - Stuart, FL
Total PFCs and TOC vs Simulated Days of Operation

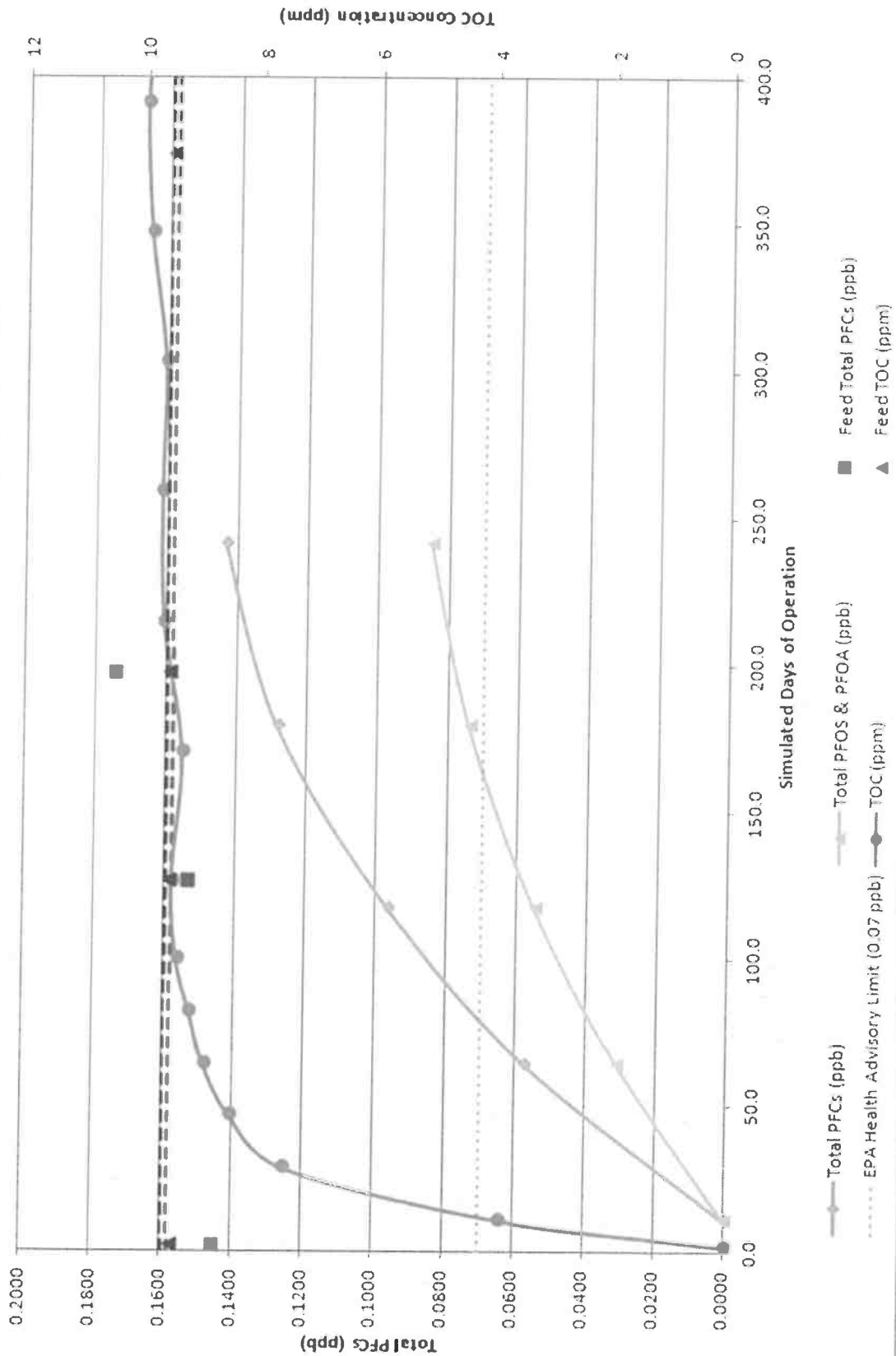
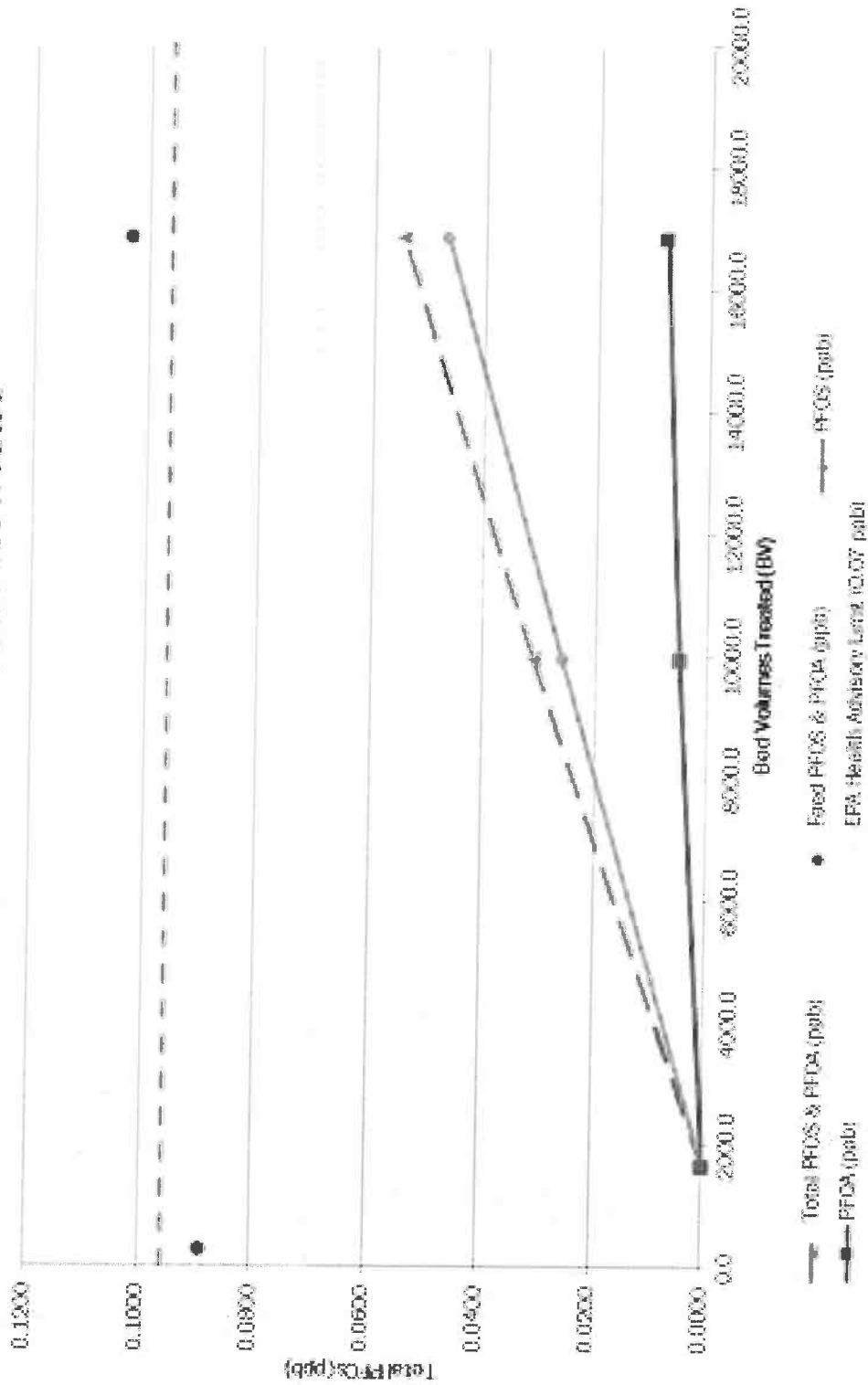


Figure 3 - Stuart, FL
PFOS & PFOA vs Bed Volumes Treated



DESIGN CRITERIA for FULL-SCALE GAC SYSTEM

Parameter	Unit	Value
Design Flow		
Maximum Daily Flow	MGD	0.750
	gpm	520
Average Daily Flow	MGD	0.640
	gpm	440
GAC Contactor Vessels		
Type	Vertical, Round	
Number	each	2
Flow per Vessel	gpm	220
Diameter	ft	10
Height (min)	ft	20
GAC Media		
Type	coal- or coconut -based	
Media Depth	ft	20
Effective particle size (min-max)	mesh	8 - 40
Specific Gravity		0.6
EBCT (min)	min	10.00
GAC weight (approx, min)	lbs	20,000
Density (min)		26
Filtration Rate	gpm/sf	6.4
Backwash Rate	gpm/sf	10.0
Backwash Rate	gpm	785

The backwash system incorporates a backwash pump, storage tank and disposal to an onsite wastewater collection system. Backwash flow rates for the GAC are 15 GPM/ft² or 1,200 GPM for 30 minutes duration with a 10-foot diameter vessel. Following the backwash, a rinse is required to remove any fines or remaining debris at 3 GPM/ft² or 240 GPM for a duration of 10 minutes. Total flows utilized in the backwash process are shown in **Table 5-1** below:

Table 5-1. Backwash Criteria

Cycle	Flow Rate (GPM)	Total Consumption (Gallons)
Backwash Cycle	1,200 GPM	36,000 Gallons
Rinse Cycle	240 GPM	2,400 Gallons

The anticipated backwash frequency can vary based on the constituents found in the raw feed water. Similar systems are backwashing each vessel once per week. Utilizing two vessels, the quantity of waste stream water pumped to the influent of the wastewater treatment plant through the backwashing and rinse cycles totals approximately 77,000 gallons per week or an average of 11,000 gpd. Given the relatively large flow rate over the backwash cycle and the potential to surge the wastewater system, it would be necessary to provide a backwash waste storage tank to store and slowly repump the waste stream to the wastewater treatment headworks.

The proposed process flow diagram (PFD) includes two GAC absorber vessels that can be operated in parallel or series, and provide adequate GAC bed volume to treat up to 0.75 mgd (520 gpm) of raw water capacity, which supports water from wells 1, 3, and 5 having 180 gpm, 180 gpm, and 140 gpm of pumping capacity, respectively. The proposed piping configuration provides flexibility to treat raw water prior to and after the VOC towers, and discharges treated water to the suction of the VOC effluent pumps, or after prior to the lime softening treatment units (see Figure C-1).

5.2 ION EXCHANGE

Based on the significant additional costs to install a separate pipeline from the WTP to the WWTP for brine waste disposal, and the additional costs and handling of salt and brine feed system, AIX was not pilot tested and reviewed further. therefore, no treatment design parameters were established. Although AIX may a viable long-term solution, it was not evaluated further.

5.3 MEMBRANE TREATMENT

Based on the potable water capacity needed for supply to its customers, the City's minimal design conditions and equipment are defined within the following table:

DESIGN CRITERIA for FULL-SCALE MEMBRANE SYSTEM

Parameter	Unit	Value
Design Flow		
Maximum Daily Flow	MGD	0.750
	gpm	521
Average Daily Flow	MGD	0.640
	gpm	444
Permeate Daily Flow	MGD	0.750
	gpm	521
Concentrate Daily Flow	MGD	0.132
	gpm	92
Membrane Elements		
Membrane Element Diameter	inches	8
Membrane Element Length	inches	40
Nominal Membrane Surface Area	ft ² /element	400
Vessel Length	elements	7
Membrane Treatment Trains		
Treatment Trains	units	2
System Average Flux	g/ft ² /day	15
Minimum Recovery	percent	85%
Membrane Array	ratio	2:1
SCADA Automation	-	-

6 SUMMARY AND RECOMMENDATIONS – SHORT-TERM OPTIONS

Several treatment processes were evaluated to determine the best fit for the short-term and long-term approach to solidify the City's potable water production needs. The primary concern for this evaluation focused on emerging contaminants removal in order to achieve compliance with the current and oncoming UCMR regulations. The short-term solutions are defined with recommended steps for pilot testing, full-scale implementation and operation. The long-term solutions are conceptual in nature and require a much more thorough investigation to select a permanent solution.

6.1 REVIEW OF TREATMENT ALTERNATIVES

Multiple alternative treatment methods were evaluated using previous experience and current water quality parameters to treat the current surficial aquifer supply as the primary water source. The three short-term alternatives that research suggests significant water quality improvement based on the projected performance are GAC, membranes, and ion exchange treatment. Each was compared for operating and capital cost as well as their respective net present value as shown in **Table 6-1** below. The combination of capital and operating costs are plotted in **Figure 6** to project the annual expense over the first 20 years of operation.

6.2 SHORT-TERM RECOMMENDATIONS

The three treatment alternatives considered for the Utility's WTP are each projected to remove the emerging contaminants to an acceptable level for UCMR regulatory compliance. The recommendations have been based on the ability to achieve treatment compliance for the Utility as well as capital expense and operational expense. After reviewing these categories for each alternative, this section provides a discussion of the treatment alternative selection that is recommend for short-term solution for the City's Utility.

Table 6-1. Capital, Operating and NPV Cost Summary

Treatment Alternative	Capital Cost	Annual Operating Cost	20-Year NPV: Capital and Operating Cost
Ion Exchange	\$ 2,723,476	\$ 15,969	\$ 3,042,851
GAC	\$ 1,429,680	\$ 26,463	\$ 1,958,930
Membranes	\$ 4,130,616	\$ 13,688	\$ 4,404,366
Martin County Utilities	\$ -	\$ 98,550	\$ 1,971,000

Based on the combination of capital and operating costs, it is recommended that the Utility pursue the GAC treatment alternative for this facility. The GAC treatment alternative provides the lowest capital cost for the three alternatives and relatively similar capital expense for water production. Additionally, GAC provides the necessary treatment capabilities to effectively remove the emerging contaminants from the raw water supply coupled with flexibility to increase removal through increasing the media regeneration frequency. Further, the annual operating expenses are slightly more than the membrane treatment alternative however, the capital cost differential doesn't support the short-term application of membrane treatment.

Table 6-1 highlights the operational and capital expense for operating the facility over the course of 20 years. As shown in the capital and operating costs figure, GAC provides the second most cost effective solution for the City's treatment. Since this option will most likely be a short-term solution to the City's demand, buying water from Martin County Utilities is the most cost effective short-term solution (5 years +/-) even though the operating costs are much higher than one of the treatment options. The long-term economic differential is graphically depicted in **Figure 6** and numerically with the net present value shown in **Table 6-1**.

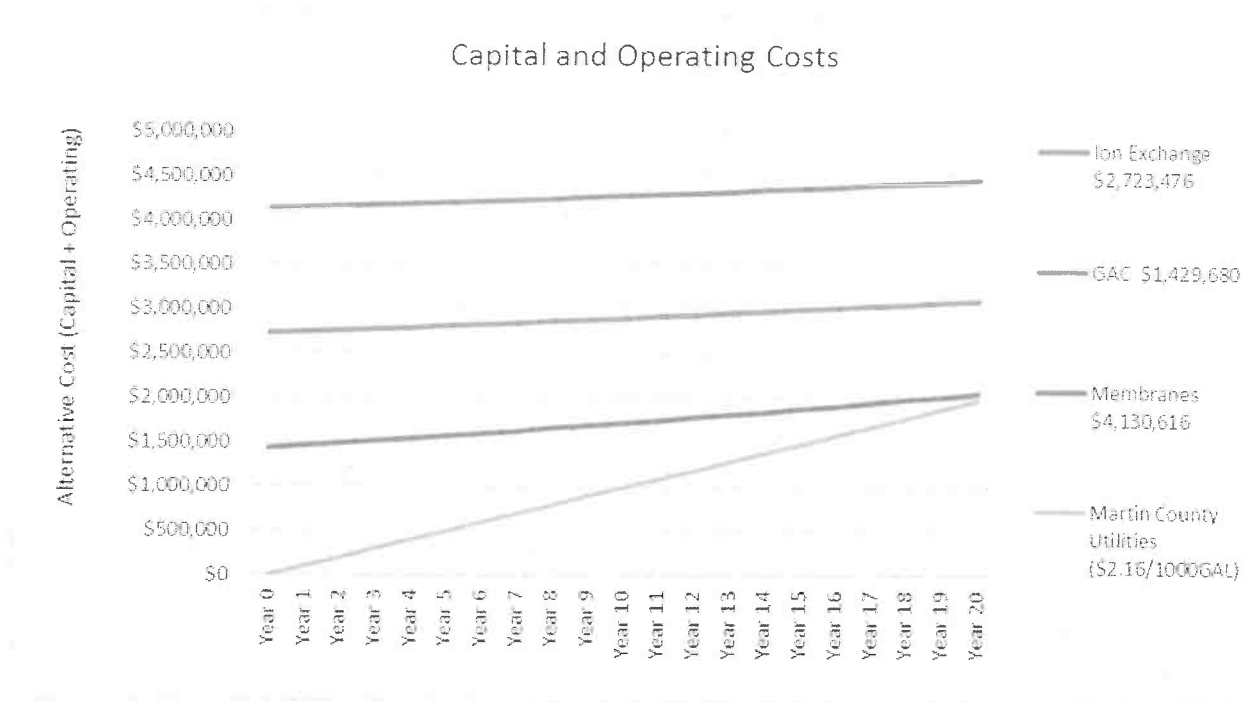


Figure 6. Capital and Operating Cost 20-Year Projection (1.5% Discount Rate)

Depending on the water source selected for the long-term supply for the City's potable water, the GAC treatment alternative may be used for full treatment or in conjunction with another treatment alternative to achieve regulatory compliance and water quality preferences set by the City. Further analysis and testing should be completed to confirm the treatment alternatives necessary for long-term future water supplies.

SUMMARY OF SHORT-TERM OPTIONS

The shallow aquifer is becoming less dependable and susceptible to emerging contaminants of concern and unregulated compounds that may or will become more regulated in the future. GAC provides the most cost effective option, based on capital costs and operating costs within a 10-year life-span. Operating costs, however, are dependent on raw water PFC, TOC, and iron concentrations, since GAC regeneration frequency is greatly affected by these parameters.

Based on the research conducted on PFC's, pilot testing, and evaluation of the existing water treatment plant, the following recommendations are provided:

- A. Based on no initial capital costs to connect to Martin County Utilities, and the cost to purchase water from Martin County, this option is the most cost effective short-term solution, and addresses the immediate need to meet system demands. If the system demands do not exceed the current water plant treatment capacity, then there is no cost to the City.
- B. GAC is the best suited treatment method for this application as a short and long-term solution to the PFC contamination issue, based on costs, implementation and estimated flows of 125,000 gpd average daily flow. Considering the wide variations in PFC concentrations from well S-3, operational adjustments described herein can be implemented to help maintain a consistent PFC feed concentration to the GAC system.
- C. Pilot testing demonstrated that iron and TOC can greatly affect treatment effectiveness and efficiency of GAC. Effectiveness is dictated by:
 - Total Organic Carbon (TOC)
 - Iron (Ferric & Ferrous)
 - Variable PFC levels

Most installed systems that utilize GAC for PFC removal are low in TOC levels (<5.0 mg/l), whereas TOC levels in the City's wells 1, 3, and 5 range from 6.0 to 10.0 mg/l, and the ACT pilot testing experienced greater than 10.0 mg/l. Elevated TOC levels in the raw water result in the PFC's competing for adsorption sites, rapidly diminishing the GAC's ability to absorb PFC's.

Although iron may be bound up with the TOC, any oxidation of the iron will tend to "blind" over the GAC sites, preventing any absorption of the other PFC contaminants from the raw water and short-circuiting of the GAC bed.

The PFOS levels in the raw water have varied wildly, from undetected (0.0058 ug/l) up to more than 2,100 ug/l. Coupled with elevated levels of TOC and iron, careful monitoring of the effluent must be implemented.

- D. Reduce flows from well S-3 in order to control PFC levels to treatable levels, using well flows from S-1 and S-5 capacities. Operational adjustments can be implemented with the GAC system.
- E. GAC, and possibly AIX provides specific treatment and removal of PFC's, allowing hardness and alkalinity to pass through. This provides the ability to stabilize a future water treatment process which may utilize reverse osmosis (RO) treatment of an alternative water supply being the Floridan aquifer.
- F. If a GAC system is implemented, the GAC system will utilize one of the existing VOC towers, currently rated for 1,020 gpm to 1,400 gpm, as either a pretreatment to the GAC or as post-treatment to the GAC system. Specific volatiles (VOC's) such as Vinyl Chloride cannot be absorbed by GAC, and therefore the towers must still be used where other contaminants exist in the same raw water.
- G. Nanofiltration is considered the best available technology for this site in treating the PFC's, due to its high rejection rate and ability to allow hardness and alkalinity to still pass through the membranes. The TOC reduction is also expected to be less than 1.0 mg/l in the permeate stream.
- H. Consideration of converting a NF membrane system designed for organics and PFC removal, could be later converted to brackish RO membrane treatment system, and should be considered in the long-term future alternative water supply evaluation.
- I. From a regulatory perspective, although the PFC levels are not enforceable and do not carry a maximum contaminant level, the goal should still be to reduce PFC's to below the health advisory levels (HAL). With that said, continuous monitoring using color can be an indicator for spent carbon in terms of TOC breakthrough, and can be correlated to PFC breakthrough. This will minimize the amount of frequent grab sampling necessary for PFC measurements, since there is no know continuous monitoring technology for PFC's.
- J. Consider having further pilot testing conducted on the elevated PFC levels in well S-3, using GAC and AIX, including membrane treatment to confirm these PFC's can be removed, if part of the long-term water supply solution is to include maintaining capacity from the SAS wellfield.

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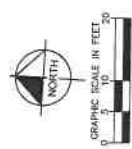
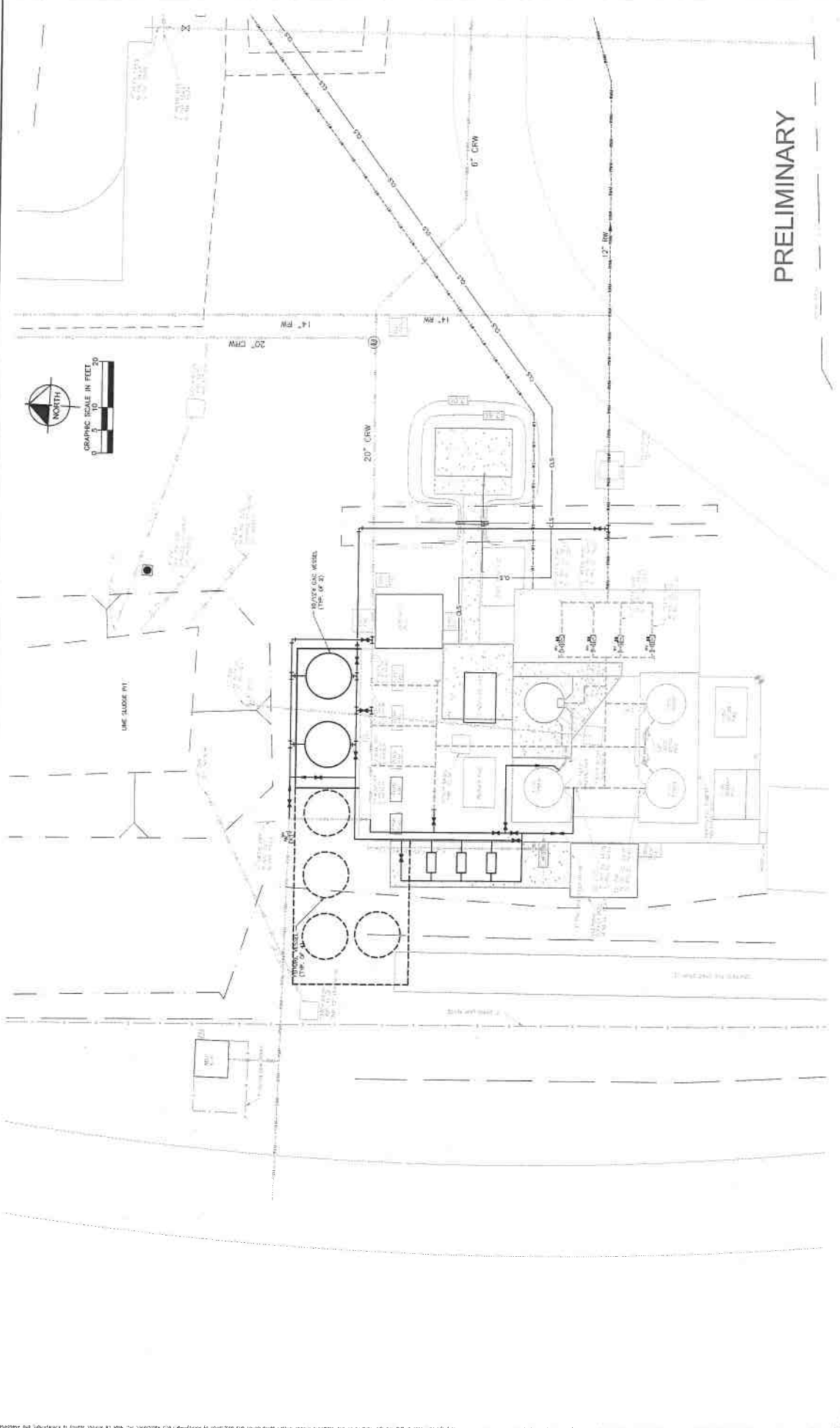
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PRELIMINARY

<div> <p>© 2018 KIMLEY-HORN AND ASSOCIATES, INC. 1920 MEXICIA WAY SUITE 200, WEST PALM BEACH, FL 33411 PH: 561-863-8175 WWW.KIMLEY-HORN.COM CA 00505055</p> </div>		<div> <p>PLAN NUMBER 114507008</p> <p>DATE AUG. 2016</p> <p>SCALE AS SHOWN</p> <p>DESIGNED BY HBB</p> <p>DRAWN BY SS</p> <p>CHECKED BY SEMA</p> </div>	<div> <p>GAC FILTERS PREPARED FOR CITY OF STUART</p> </div>	<div> <p>SHEET NUMBER C-1</p> </div>
<div> <p>DATE</p> <p>BY</p> </div>	<div> <p>DATE</p> <p>BY</p> </div>	<div> <p>DATE</p> <p>BY</p> </div>	<div> <p>DATE</p> <p>BY</p> </div>	<div> <p>DATE</p> <p>BY</p> </div>



8. Prohibition Non-Collusion and Conflict of Interest Disclosure Statements

Bona Fide Employee Statement

In accordance with Florida Statute 287.055(6)(a):

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

Statement of Non-Collusion

The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.

Conflict of Interest Disclosure Statement

Kimley-Horn does not have any potential conflicts of interest, real or apparent, due to ownership, other clients, contracts, Village employees, or interests associated with this project. No firm employee, officer, or agent has a conflict of interest with any aspect of Village of Indiantown government, or any department of the Village of Indiantown, or any individual Village officer or employee.

Signing Authority

A copy of Kimley-Horn's Certificate of Signing Authority and accompanying list of personnel with signing authority is provided in the following pages.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 14, 2017

ATLANTIC

NEWPORT NEWS
Collins, Carroll E.

NORTHERN VIRGINIA

Carter, Erica V.
Elman, Paul D.
Kauppila, John L.
Lefton, Steven E.
Martin, Robert J.
Murphy, Terence T.
Sauro, Thomas J.
Stevens, Ross S.
Whyte, Richard D.
Yarnal, Brian D.

RICHMOND

Brewer, Brian J.
Harmon, Amanda R.
Lickliter, Ashley C.
White, Timothy E.

VIRGINIA BEACH

Chambers, Jon S.
France, William D.
Mackey, William F.
Marscheider, Edward A.
Nash, William A.
Royal, Jack R.
Tewksbury, Carl F.

WHITE PLAINS

Gibson, Adam T.

CALIFORNIA

LOS ANGELES

DOWNTOWN

Blume, Robert D.
Fares, Jean B.
Kerry, Nicole M.
Kyle, Gregory S.
Phaneuf, Alyssa S.

OAKLAND

Akwabi, Kwasi
Dankberg, Adam J.
Durrenberger, Randal R.

ORANGE

Adrian, Darren J.
Ciandella, Serine A.
Fares, George B.
Hourigan, E. Vincent
Matson, Jason B.
Melvin, M. Pearse
Phillips, Chad E.

PLEASANTON

Mowery, Michael C.
Pulliam, John E.
Sowers, Brian E.

SACRAMENTO

Melvin, Enda
Squires, Christopher A.
Weir, Matthew D.

SAN DIEGO

Barlow, Matthew T.
Espelet, Leonardo E.
Harry, Jennifer L.
Kaltsas, Joseph D.
Knapton, Michael J.
Landaal, Dennis J.
Meyerhofer, Peter N.
Podegracz, Anthony J.
Ross, Michael S.

SAN JOSE

Hedayat, Leyla
Venter Frederik J.

FLORIDA

BOCA-DELRAY

Schwartz, Michael F.
Webber, Jason A.

FORT LAUDERDALE

Alam, Mudassar M.
Capelli, Jill A.
Falce, Christopher T.
McWilliams, John J.
Ratay, Gary R.
Saxena, K.K.

JACKSONVILLE

Mecca, Joseph P.
Roland, George E.

LAKELAND

Bulloch, Kelly B.
Wilson, Mark E.

MIAMI

Baldo, Burt L.
Buchler, Aaron E.
Campbell, David C.
Collier, Julio A.
Fernandez, Jorge L.

OCALA

Bryant, M. Lewis
Busche, Richard V.

ORLANDO

Chau, Hao T.
Jackson, Jay R.
Martin, Jonathan A.
Mingonet, Milton S.
Thigpen, Jonathan D.

SARASOTA

Nadeau, Gary J.
Schmid, Seth E.
Stovall, Thomas M.

TALLAHASSEE

Barr, Richard R.
Sewell, Jon S.

TAMPA

Gilner, Scott W.
White, Wayne E.

VERO BEACH

Cave, Derrick B.
Good, Brian A.
Peed, Brooks H.
Roberson, Kevin M.
Stephens, Britt L.

WEST PALM BEACH

Atz, John C.
Barnes, R. Russell
Heggen, Christopher W.
Jackson, Kenneth W.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Sumislaski, James M.
Walthall, David W.

MID-WEST

CHICAGO

DOWNTOWN

Dvorak, Jr., William E.
Morton, Jr., Arthur J.

CHICAGO

SUBURBAN

Antony, Dean M.
Heinen, Andrew N.

INDIANAPOLIS

Butz, Jr., William A.

TWIN CITIES

Bishop, Mark C.
Coyle, Daniel J.
Danielson, Paul B.
Horn, Jon B.
Leverett, Christopher C.
Matzek, William D.
Williamson, Sarah T.

MOUNTAIN

DENVER

Colvin, Scott W.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin
Valentine, Brian W.

LAS VEGAS

Ackeret, Kenneth W.
Colety, Michael D.

MESA

Margetts, Sterling T.
Marin, Laura S.
Walnum, Nathan C.

PHOENIX

Conrad, John R.
Hermann, Michael J.
Kissinger, John C.
Leistikio, David J.
Mutti, Brent H.
Noon, Lisa K.
Omairs, Ahmad A.
Perillo, Adam C.
Pretorius, Petrus S.
Purtle, Vicki L.
Schiller, Michael G.
Smalkoski, Brian R.

TUCSON

Crowther, Brent C.

SOUTHEAST

ALPHARETTA

Fanney, Lawson H.
Hamilton, James R.
Walker, John D.
Webb, Floyd C.

ATLANTA

James, Alvin B.
Rushing, Michael L.
Wilson, Deborah L.

ATLANTA MIDTOWN

Fink, Kenneth L.
Meador, Emily H.
Montanye, Emmeline F.
Ross, Robert A.
Stricklin, David L.

CHARLOTTE

Blakley, Jr., Stephen W.
Edwards, Matthew A.
Hume, Robert M.
Wilhelm, William R.

DURHAM DOWNTOWN

Beck, Chadwick W.

MEMPHIS

Collins, James F.
Danley, Drake E.

NASHVILLE

Dufour, Zachary J.
Rhodes, Christopher D.

RALEIGH

Adams, Richard C.
Barber, Barry L.
Burchett, Thomas F.
Byrd, Michael N.
Cook, Richard N.
Deans, Neil T.
Dunzo, Mark W.
Flanagan, Tammy L.
Kuzenski, John
McEntee, David L.
Nuckols, Charles A.
Penny, H. Dean

RALEIGH CONT.

Rohrbaugh, Richard R.
Sutter, Karl V.
Venters, Samantha
Wilson, Jon E.
Wilson, Mark S.

TEXAS

AUSTIN

Boecker, Brian C.
Van Leeuwen, Andrew

DALLAS

Hall, James R.
Henigsman, Dean A.
Hoppers, Kevin P.
Nathan, Aaron W.
Smith, Eric Z.
Swindler, Roderick P.
Wilshire, Roy L.

FORT WORTH

Arnold, Scott R.
Gary, Glenn A.
James, Jeffery

FRISCO

Brignon, Brit A.
McCracken, Paul D.

HOUSTON

Frysinger, Chris V.
Guillory, Michael B.

LAS COLINAS

Tribble, Guy B.

Kimley-Horn and Associates, Inc.
STANDARD CONTRACT SIGNING AUTHORITY
December 14, 2017

These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

<u>ATLANTIC</u> <u>BALTIMORE</u> Falk, Katherine W. Kraft, Jonathan H.	<u>SAN DIEGO</u> Koopman, Jennifer R. McCormick, Matthew McWhorter, Samuel L. Sorenson, David K.	<u>CHICAGO SUBURBAN</u> Kaufman, Philip R. Rahman, M. Anees Sjogren, Timothy	<u>COLUMBIA</u> Guy, Jonathan R. Iser, Christopher M.	<u>SAN ANTONIO</u> Cox, B. Matthew Farnsworth, Jeffrey A. Holscher, Nicholas F.
<u>NEWPORT NEWS</u> Weist, Jamie H.	<u>SAN JOSE</u> Johnson, Miles R. Worthington-Forbes, Laura	<u>COLUMBUS</u> Muller, Justin M. <u>ROCHESTER</u> Payne, Lucas C.	<u>DURHAM DOWNTOWN</u> Lewellyn, Earl R.	<u>THE WOODLANDS</u> Freeman, Jr., Steven C.
<u>NEW YORK</u> Van Hise, Kevin		<u>TWIN CITIES</u> Henderson, Benjamin J. Libby, Jonathan N. Lincoln, Thomas J. Pertsch, Jerry D. Sieh, Patricia D. Witzig, Jeanne M.	<u>LEXINGTON</u> Heustess, Aaron M. <u>MEMPHIS</u> Monroe, Kenneth W.	
<u>NORTHERN VIRGINIA</u> Albright, Michael R. Ameel, Adrienne C. Giffin, Geoffrey D. Harris, Michael J. Markham, Daniel C. Teague, M. Zach	<u>FLORIDA</u> <u>BOCA-DELRAY</u> Spruce, Michael D.	<u>MOUNTAIN</u> <u>DENVER</u> Steder, Matthew C. Turner, Meaghan M.	<u>NASHVILLE</u> Boles, Brendan Creasman, Brett McMaster, Ryan	
<u>PHILADELPHIA</u> Caponigro, Anthony A.	<u>FORT LAUDERDALE</u> Dabkowski, Adrian K. Robertson, Stewart E.	<u>LAS VEGAS</u> Belsick, Jody Moles, Richard A.	<u>RALEIGH</u> Bostic, Christopher O. Cochran, Adam P. Gresham, Teresa R. Hachem, Stephanie L. Howell, Cory J. Moore, Jeffrey W. Reed, Elizabeth A. Robinson, Larry D.	
<u>RICHMOND</u> Ellington, David B. McPeters, Brian A. Musarra, Salvatore J.	<u>JACKSONVILLE</u> Brenny, Martin T. Schilling, William J.	<u>MESA</u> Grandy, Michael L.	<u>TEXAS</u> <u>AUSTIN</u> Mason, Sean R. Neal, Trey A. Parker, Brian J. Smith, Robert J.	
<u>VIRGINIA BEACH</u> Brich, Stephen C. Crum, Katie E. Farthing, Andrew P. Jucksch, Rebecca R. Mertig, Karl E. Miller, Edward W. Niss, Robyn M. Williams, Kyle D.	<u>LAKELAND</u> Lewis, Jason A.	<u>PHOENIX</u> Burgess, Lisa M. Burns, Leslie D. Delmarter, Michael L. Haney, Stephen E.	<u>BRYAN/COLLEGE</u> <u>STATION</u> Harris, Joseph C.	
<u>WHITE PLAINS</u> Canning, T. John	<u>MOBILE</u> Walker, Jordan W.	<u>RENO</u> O'Brien, Molly M.	<u>DALLAS</u> Galloway, Steven D. Gaskey, Kevin S. Harris, Mark E. Kacir, Kent C. Lucas, Matthew A. Underwood, Sarah M.	
<u>CALIFORNIA</u> <u>LOS ANGELES DT</u> Chakravarthy, Srikanth Choi, Michael	<u>ORLANDO</u> Burkett, Leon F. Tamang, Edwin L. Tate, Jr., S. Clif	<u>SALT LAKE CITY</u> Johnson, Zachary A.	<u>FORT WORTH</u> Morales, Hugo	
<u>OAKLAND</u> Dean, Felicia C.	<u>SARASOTA</u> Conerly, William E. Klepper, B. Kelley Pankonin, James R.	<u>TUCSON</u> Solis, Richard P.	<u>FRISCO</u> Dickey, Kyle A. Millner, Daniel C. Safford, Ryan C.	
<u>ORANGE</u> Holst, Tyler J. Melchor, Jason J. Regueiro, Eric	<u>TAMPA</u> Hatton, Christopher C. Lee, Nathan Q.	<u>SOUTHEAST</u> <u>ALPHARETTA</u> Fanney, Angela L. West, Brian B.	<u>HOUSTON</u> Frysingier, Ashley M. Kirkland, Mark R.	
<u>PLEASANTON</u> Carley, Daniel C. Whaley, Tyler J.	<u>VERO BEACH</u> Husainy, Kinan F. Kiefer, Michael E. Van Rens, Peter J.	<u>ATLANTA</u> Newton, Gary T.	<u>LAS COLINAS</u> Delmotte, Ryan M.	
<u>SACRAMENTO</u> Klein, Paul A. Pittalwala, Fareed S. Tait, Zachary T.	<u>WEST PALM BEACH</u> Fairchild, Angelina Potts, John E.	<u>ATLANTA MIDTOWN</u> Bosman, Eric S. Coleman, Sean H. Johnston, Sean P. Strychalski, Raymond P. Warfield, M. Casey	<u>MCKINNEY</u> Riccardi, Joseph C.	
	<u>MIDWEST</u> <u>CHICAGO DOWNTOWN</u> Lemmon, Peter Marnell, Colleen L.	<u>CHARLOTTE</u> Taylor, Benjamin S. Watts, Austin L.		



9. Optional Information

Awards

Kimley-Horn is recognized for the outstanding work of our consulting staff, the quality of our work environment, and our stature as a business enterprise. Since its founding in 1967, Kimley-Horn has received a variety of awards for design excellence. Below is a summary of civil engineering, utilities engineering, traffic engineering, landscape architecture, and planning projects that have received awards.

Siesta Key Beach Park, Sarasota County, FL

- 2017 FICE Engineering Excellence Award Winner for Water and Stormwater



Palmetto Bay Franjo Activity Center, Palmetto Bay, FL

- 2016 Florida Planning and Zoning Association Award in the "Outstanding Study/Plan" category

Force Main 15D Emergency Rehabilitation, Manatee County, FL

- 2015 American Public Works Association Florida Chapter Award (Category: Disaster or Emergency Construction/Repair under \$5 million)

Celery Fields Regional Stormwater Facility (CFRSWF), Sarasota County, FL

- 2014 Honor Award from the Florida Institute of Consulting Engineers



Wastewater Treatment Facility Rehabilitation/Expansion (aka Sam P. Robinson Reclaimed Water Treatment Plant), Lake Wales, FL

- 2014 Finalist (2nd Place) Earle B. Phelps Award, Florida Water Environment Federation



Bradenton Riverwalk, Bradenton, FL

- 2014 Award of Honor (Open Space Category), Florida ASLA Annual Design Awards

Bradenton Urban Forestry Master Plan (UFMP) Update, Bradenton, FL

- 2012 Award of Merit from the Florida Chapter of the American Society of Landscape Architects

Polk TPO Complete Streets Program, Polk County, FL

- 2012 planning award from the Heart of Florida/Florida American Planning Association

Bradenton Riverwalk, Bradenton, FL

- First-place regional award for being the top cultural, sports and recreation project in the region during the Tampa Bay Regional Planning Council's 21st Annual Future of the Region Awards ceremony in St. Petersburg.



Palmetto Park Road Improvements and Downtown Boca Raton Pedestrian Promenade, Boca Raton, FL

- 2012 Award of Merit, Florida Chapter of the American Association of Landscape Architects
- 2011 Grand Award, Florida Institute of Consulting Engineers

Dixie Highway Flyover Design-Build

- 2012 Engineering Excellence Grand Award, Florida Institute of Consulting Engineers
- 2012 Water Plant Operations Excellence Award, Florida Department of Environmental
- Protection: Tropical Farms 10.0-MGD Reverse Osmosis (RO) Water Treatment Facility (WTF)

Hollywood Boardwalk

- 2011 Florida Redevelopment Association Roy F. Kenzie Award

Par 3 Golf Course Reconstruction and Reverse Osmosis Irrigation System Design, Palm Beach, FL

- 2011 Grand Award, Florida Institute of Consulting Engineers

Tropical Farms 14.0-MGD Brackish Water Treatment Plant Treatment Plant, Martin County, FL

- 2014 Best Tasting Drinking Water for Regional 8, American Water Works Association (AWWA) (also for 2005, 2006, 2007, 2008, and 2010)
- 2009/2011 Runner-Up, Best Tasting Drinking Water for Regional 8, AWWA
- 2012 Florida Department of Environmental Protection (FDEP) Plant Operations Excellence Award

Kissimmee Regional Stormwater Management Facility (RSMF) Siting Analysis, Kissimmee, FL

- 2011 F. Kenzie Award – Best Planning Study, Florida Redevelopment Association

Barton Boulevard Streetscape, Rockledge, FL

- 2009 Roy F. Kenzie Award, Best Capital Project/Beautification, Florida Redevelopment Association





10 Addenda

Kimley-Horn has not received any addenda from the Village of Indiantown for the Professional Engineering Services REI # 02-2018. We acknowledge that we have been notified, via email, of a question that had been posed regarding the scope of REI# 02-2018 dated 8/14/2018.



Village of Indiantown

Request for Expression of Interest #02-2018 Professional Engineering Services

Due:

Thursday, August 30, 2018

2PM

16550 SW Warfield Blvd., Indiantown

Respondent:



The MilCor Group, Inc.

Engineering a Value-Driven Sustainable Environment

10975 SE Federal Highway, Hobe Sound

772-223-8850

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Southeast
Federal
Highway
Hobe
Sound
Florida
33455

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Fax
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com

Web
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themilcorgroup.
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MilCor is THE Indiantown Engineering Firm

Below is a list of some of our recent clients:

- **Florida Commerce Park**
- **Indianwood Clubhouse and Pro Shop**
- **Fort Dawson/ Indiantown Airport**
- **Indiantown Realty**
- **Indiantown Marine**
- **Caulkins Water Farm (background photo)**



August 28, 2018
Via: Hand Delivery

Village of Indiantown
Village Offices
16550 SW Warfield Blvd.
Indiantown, FL 34956

**RE: Request for Expressions of Interest (REI) #02-2018
Professional Engineering Services**

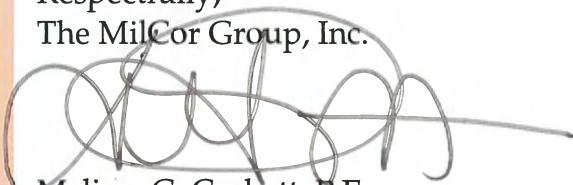
Dear Village Council Members,

The MilCor Group, Inc. (MilCor) is honored to provide this Expression of Interest for providing Civil Engineering services to the Village of Indiantown.

This letter of transmittal shall serve as my acknowledgement of complete understanding of the REI. As sole owner and president of MilCor, please also accept this as my commitment to provide quality Professional Engineering Services to the Village of Indiantown in a professional, responsive, and cost effective manner.

Since founding MilCor in 2008, I am proud to have developed an accomplished staff of experienced, talented, highly motivated individuals who are dedicated to providing quality products and services to our clients. Collectively, the MilCor team has over 80 years of experience with regulatory agencies and municipalities. We would be proud to provide the quality service you expect in the timely and cost effective manner you deserve. We appreciate this opportunity to provide our qualifications for your consideration.

Respectfully,
The MilCor Group, Inc.



Melissa G. Corbett, P.E.
President

melissac@themilcorgroup.com
772.223.8850



Village of Indiantown

Request for Expression of Interest #02-2018 Professional Engineering Services

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TAB	INFORMATION INCLUDED
1.	Company Qualifications <ul style="list-style-type: none">• Resumes of MilCor Key Individuals• Resumes of Sub-Consultants
2.	Operational Plan / Task Approach
3.	Experience References / Past Performance
4.	Familiarity with Indiantown
5.	Financial Assessment
6.	Proof of Insurance
7.	Submittal Forms & Requested Information <ul style="list-style-type: none">• Project Information Form• Project Filing Procedure• Project Management Procedure• Project Design Procedure• Quality Control Program• Inspection Form• Construction Budget and Schedule• Indiantown Company Certification/Closeout Checklist• Certification of Authorization• P.E. Licenses• Martin County Business Tax Receipt• Sunbiz Annual Report• State of Florida WBE Certification• FDOT Advanced Maintenance of Traffic Certification• IRS W-9 Form• Request for Information - Attachment B
8.	Prohibition Non-Collusion/Conflict of Inter Disclosure Statement
9.	Optional Information <ul style="list-style-type: none">• Letters of recommendation
10.	Addenda

Tab 1 – Company Qualifications

At the heart of MilCor is a small, but talented group of professionals dedicated to providing quality service to our clients

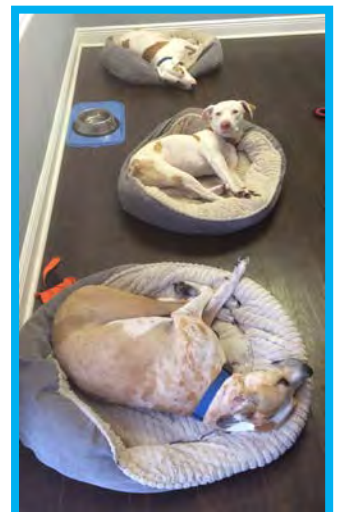


The MilCor Group, Inc. (MilCor) is a Civil Engineering firm founded in 2008 by Ms. Melissa G. Corbett, P.E. MilCor is fully owned by Ms. Corbett and is certified as a woman-owned business by the State of Florida. The corporate structure is Ms. Corbett as President, Rob Corbett as Secretary, and Alex Trovato as Director. MilCor's office is located in Hobe Sound at 10975 SE Federal Highway, in the Steele Square Building. MilCor provides the following design & consulting services:

- Civil-site design
- Agricultural engineering
- Potable water system design
- Utility design
- Roadway design
- Stormwater management design
- Stormwater maintenance design
- Drainage studies/evaluations
- Traffic impact analysis
- Water & wastewater system design
- Construction inspection services
- Permitting services
- Project management services
- Preparation of civil construction plans
- Water resources
- Traffic calming
- Lot grading plans
- Stormwater drainage system design
- Floodplain studies
- Pollution prevention plans
- Traffic counts
- Review of plans & reports by others
- Maintenance of traffic plans
- Presentations for project approvals
- Construction document preparation
- Dock, seawall, retaining wall design
- Cost estimate preparation
- Other services as requested

Collectively, the MilCor team has over 80 years of experience working with regulatory agencies and municipalities

With projects located from Fellsmere to North Palm Beach, MilCor has experience working with many regulatory agencies and municipalities. Our team consists of two registered professional engineers, one engineer in training, one engineering designer, two computer aided drafting technicians, three construction inspectors, one permit expediter, two quality control reviewers, one marketing coordinator, and the office mascots – our attention-hound rescue dogs. *Nothing relieves the stress of a difficult day like a dog kiss!*



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Federal
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com

Web
www.
themilcorgroup.
com

Engineering a Value-Driven Sustainable Environment

This is MilCor's mission statement; but, we also believe it is something much more important than that. Communities must continue to develop and evolve or they will stagnate. The goal of MilCor is to aid in creating a cost effective built-community that improves its natural surroundings. We continually amend our design standard details to improve nutrient removal and create low impact value driven development. MilCor received the 2016 Environmental Stewardship Award AND the 2018 River Advocate Award from *Keep Martin Beautiful* for our value-driven environmentally sustainable design of the Caulkins Water Farm, located in Indiantown, just outside the Village boundary.

Having the Right Equipment and Training is Essential for Success

Our staff is well equipped with the latest computer aided drafting technologies, including AutoCAD Civil 3D 2017, AutoTurn, ICPR, PercPack, HCS, all Microsoft Office Products, Dell Precision Workstations, KIP 24x36 plotter, two Color Xerox Photocopiers/Scanners, and conference call capable telecommunication equipment. Our office has excellent conferencing facilities with all the necessary audio-visual equipment, including a 40 inch flat screen monitor, teleconferencing capabilities and high-speed internet connectivity.

Field investigation equipment includes a laser level, traffic stripes for performing traffic counts, two Yamaha 4x4 All-Terrain Vehicles, two All-Wheel Drive work vehicles, two 4x4 work trucks, and a 17-ft John Boat.

MilCor promotes continued education. Our staff are members of the Florida Stormwater Association, American Water Works Association, Florida Water Environment Association, Florida Association of Environmental Professionals, Treasure Coast Builders Association, Florida Engineering Society (FES), American Society of Civil Engineering, Institute of Traffic Engineers, National Society of Professional Engineers, Florida Engineering Foundation and Florida Green Build Coalition. Ms. Corbett is a past president of the FES Treasure Coast Chapter; she received the Young Engineer of the Year Award from the Chapter in 2001 and from the State in 2003. Each team member of the Milcor Group attends conferences and actively participates in these organizations to keep current on regulatory issues and latest design technology to understand how changes may potentially impact our clients.

Communication is our Key to Success

At MilCor, we believe that the key to any successful project is communication, *and unfortunately most engineers simply don't know how to communicate.* Clear, effective and frequent communication with the client, regulatory agencies, affected public and within the project team is essential to keep a project on target and meet the required goals. Ms. Corbett is always personally available to discuss your project either in person or on the phone whenever the need arises.

Our Responsiveness sets MilCor apart from the rest

One of MilCor's strongest assets is our ability to respond quickly to our clients' concerns and requests. Unlike mega-firms that sometimes take weeks to respond to a phone call or email, MilCor staff is always accessible. We take pride in providing our clients with the best customer service possible.

Support Team Members:

To provide the Village with the Quality Project you deserve, MilCor proposes to team with the following local Quality Partners on an as needed basis.

Wojcieszak & Associates – David Wojcieszak, P.E. shall provide:

- Professional mechanical, electrical and plumbing design services including: site and structural lighting plans

Wieder Engineering, Inc. – Allen Wieder, P.E. shall provide:

- Professional structural engineering design services including: walls, bridges, and construction materials

GFA International, Inc. – Thomas Montano, P.E. shall provide:

- Professional geotechnical exploration services including: soil borings, evaluation, and testing reports of soils, asphalt and concrete

Betsy Lindsay, Inc. – David Wichser, PSM shall provide:

- Professional surveying services including: boundary, topographic, tree and as-built surveys

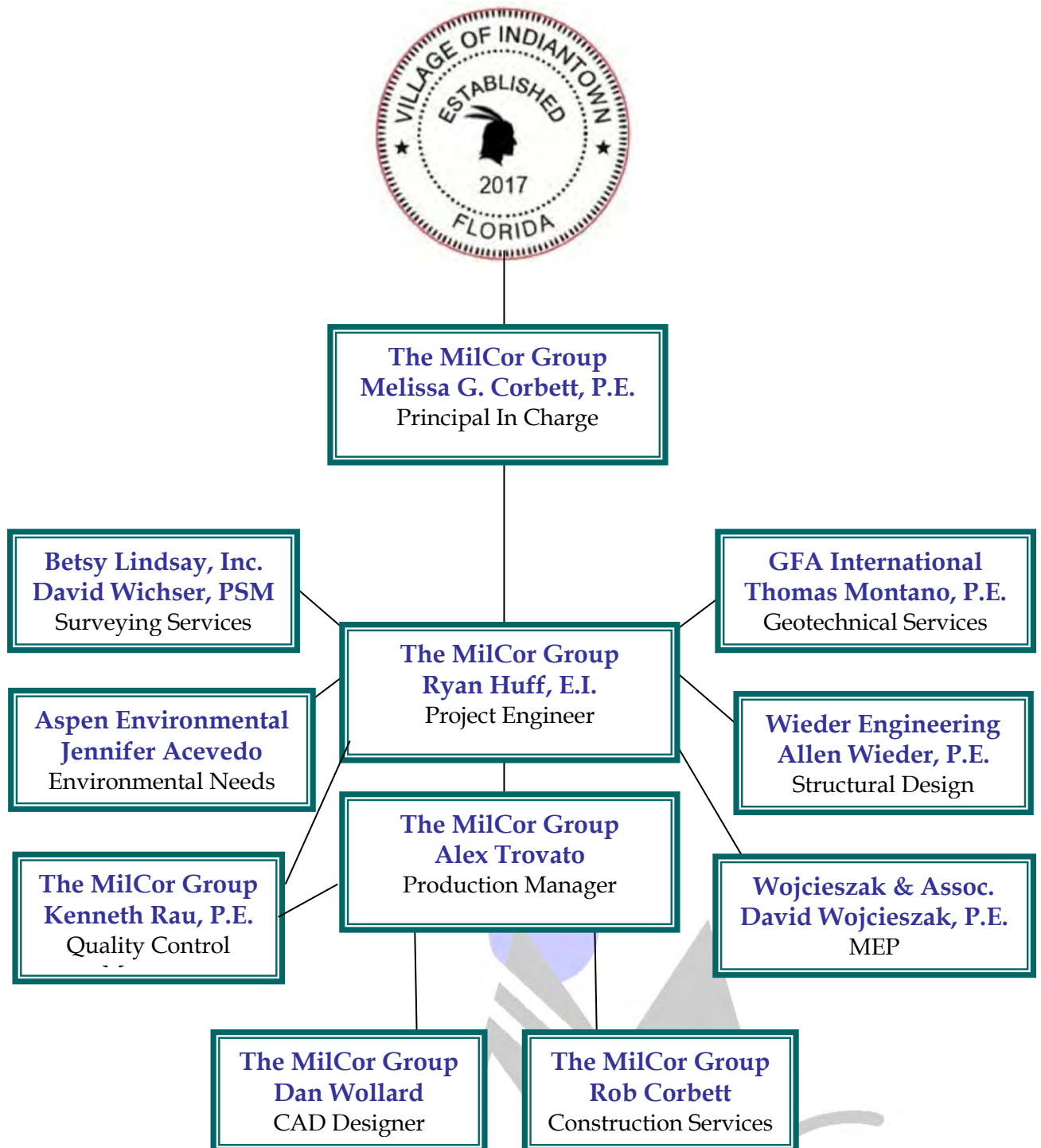
Aspen Environmental Consulting, LLC – Jennifer Acevedo shall provide:

- Professional environmental services including: environmental assessments, wetland mitigation, preserve area management plans, site remediation and groundwater sampling services

Mr. Daniel Wollard has 13 years' experience in drafting and design including utility coordination, stormwater management systems, water and wastewater systems, roadway design, traffic calming, quantity take-offs, cost estimating, and civil-site development. Mr. Wollard specializes in retrofit / redevelopment projects wherein the new project must interconnect with existing infrastructure.

Mr. Rob Corbett worked in surveying for 8 years before joining the MilCor team as a Construction Inspector. This survey background and keen eye for drainage and other natural resource constraints gives Rob a unique perspective during due diligence reviews. He has a thorough knowledge and understanding construction methodologies, and the different codes that govern the construction. Nobody can spot an ADA issue quicker than Rob! As our construction inspector, he is responsible for coordinating between contractors and the engineering team members during construction. He is also an FDEP Qualified Stormwater Management Inspector.

Organizational Chart



Key Personnel Resumes Follow



Ms. Corbett has over 22 years of experience in all aspects of civil engineering including overall project management and coordination of projects, feasibility analyses, computer modeling, planning, design, permitting, preparation of reports, preparation of project manuals and cost estimates for water distribution, sanitary sewer collection, storm water, roadways, and biosolids systems. Ms. Corbett has also overseen construction activities in the field for commercial, residential, agricultural and municipal projects.

Melissa G. Corbett, P.E.

President

Employment History

The MilCor Group, Inc. – President / Owner
July 2008 - Present

Engineering & Water Resources – Vice President / Partner
December 2001 – July 2008

LBFH, Inc. – Project Manager / Engineer
February 1997 – December 2001

Education

Bachelor of Science in Civil Engineering – University of Central Florida – 1996

Registrations

Professional Engineer #59292, Florida

Technical Society Affiliations

- Florida Engineering Society
- National Society of Professional Engineers
- Florida Water Environment Association
- Florida Association of Environmental Professionals
- American Water Works Association
- Florida Stormwater Association
- Treasure Coast Builders Association
- Florida Green Building Coalition

Professional Society Affiliations

- Indiantown Chamber of Commerce, Vice Chair
- Hobe Sound Chamber President's Council and Governmental Affairs Voting Member
- Martin County Chamber of Commerce, Past Chair
- Leadership Martin County, Class 12

Civic Volunteering

Treasure Coast Wildlife Center – donated company time and resources for site plan approval of a new facility for the Treasure Coast Wildlife Center, which is a non-profit community institution, offering help for sick, injured and orphaned wild animal patients along with information and education for human residents and visitors.

Habitat for Humanity – donated company time and resources for site plan approval of a new 34 lot subdivision for Habitat for Humanity, which is a nonprofit organization founded on the conviction that every man, woman and child should have a decent, safe and affordable place to live.



Mr. Rau, a licensed Professional Engineer in Florida, has more than 10 years experience with water resources, land development, and public works projects for both public and private entities. Mr. Rau's skills include project analysis; design; stormwater modeling; regulatory agencies permitting; and due diligence report preparation. His specialty areas are design review and quality assurance and he serves as MilCor's Quality Control Manager.

Kenneth Rau, P.E.

Senior Engineer

Indiantown Marine Services, Indiantown: Project Engineer responsible for project review, quality control, geotechnical coordination, and remediation recommendations for the on-going Indiantown Marine project, a private Marina and Boat storage facility located along the C-44 Canal in Indiantown. Project is on-going.

Ferreira Marine Way: Project Engineer for the Marine ay project, a private Marine and Maintenance Facility located along the C-44 Canal. Project services included quality control review of plans and calculations prepared by others, assumption of Engineer of Record responsibilities, remediation and completion of project design and calculations, Martin County and FDEP permitting, and sub-consultant coordination. Project is on-going.

SR-707-Wright Boulevard Modification & Retrofit: Project Engineer for the modification of an existing intersection profile, located in the City of Stuart. The project included the addition of multiple turn lanes within a restricted right of way, and involved pavement design, striping, and traffic control. The project was completed as a FDOT LAP project.

Sneed Road Culvert Replacement: Project Engineer working for St. Lucie County for the emergency design and replacement of a failed 54-inch diameter culvert with a 60-inch culvert located in Fort Pierce. The project included hydraulic analysis, structural coordination, pavement replacement, striping, and maintenance of traffic design.

Complete Turbine Services Testing Facility: Project Engineer for a jet turbine testing facility located on Beeline Highway, approximately three miles south of Indiantown Road. The project included water management system design and permitting, water use design and permitting, wetland mitigation, and coordination.

Big Cypress Airport Runway Repair: Project Engineer for design and construction observation services for repair of 1,500 feet of runway located in the Seminole Tribe of Florida Big Cypress Reservation, in Hendry County. The project included investigation of local and historic conditions, analysis of the airport drainage basin, and design of improved surface water management system and asphalt runway repair with adherence to FDOT and FAA regulations.

Sunshine Boulevard Drainage Analysis: Project Engineer for a drainage study, prepared for St. Lucie County, of a residential roadway in Fort Pierce. The study was to determine the effects of neighboring development upon a section of roadway. The project involved investigation of pre and post development conditions, plan and calculation review, and recommendations for drainage improvements based on the results of analysis.

Education

Bachelor of Science in Civil Engineering – Florida Institute of Technology – 2006

Registration

Professional Engineer, Florida - #77738

FDEP Qualified Stormwater Management Inspector #16733



Mr. Huff has 4 years of civil & environmental engineering design, and 15+ years in all phases of the construction industry. His engineering design experience includes stormwater management, FDOT roadway, water distribution, sanitary sewer collection, water & wastewater treatment facility, and biosolids management. He has performed a wide variety of design and construction oversight for residential, commercial, and municipal clients.

Ryan Huff, E.I.

Project Engineer

Indianwood Golf Course Clubhouse & Pro Shop, Indiantown: Site planning, civil-site engineering design, permitting, and construction services for a new golf clubhouse and pro shop, with demolition of the existing clubhouse, at Indianwood. Project included utility design and installation of 1,400 LF of 6" water main, connection to existing sanitary system, analysis of the Indiantown Company's collection system, including all lift stations that were to be affected by this new connection. Project is currently under construction.

Kai Kai Farm, Indiantown: Currently designing and permitting a septic system, and public water system to serve Kai Kai Farm's agritourism business. Kai Kai is a ground-breaking endeavor, paving the way in local agritourism. It is an environmentally friendly farm which allows the public the opportunity to learn about and share in the bounty of agriculture and all that goes into farming.

Osprey Preserve: Project Engineer responsible for the design of a 9.80 acre residential development located within the Warner Creek watershed. Design involved consideration of all upstream & downstream areas consisting of existing subdivisions, various wetlands, roadways, and multiple flow paths. The model encompassed several hundred acres that will be located in the northern section of the Savannas Preserve study.

Kingsley Street Road Opening: Design and permitting to improve a partially undeveloped dirt road within existing county right-of-way in Hobe Sound to a fully improved 18' open asphalt roadway, with valley curb and sidewalks. Roadway has connections at both Dixie Highway (A1A), and US-1. Design included use of exfiltration for stormwater management, and full review and permitting through FDOT, SFWMD, and Martin County.

Indian River County, 12th St. Water Main Replacement: Design and permitting of over one mile of water main replacement on 12th St. between 20th Ave and Old Dixie Hwy for Indian River County Utilities. Project consisted of replacing aging asbestos water pipes with modern PVC & HDPE piping. This included running an 8" main with multiple 6" service lines to various side roads with design of all individual connections, hydrant installations, and conflicts with all existing utilities, as well as MOT considerations and roadway replacement.

Education

Bachelor of Science in Environmental Engineering – University of Central Florida – 2014

Registration

Engineer Intern, Florida – License # 1100018829

FDEP Qualified Stormwater Management Inspector #34241

Professional Affiliations

Treasure Coast Builders Association

Martin County Leadership Class 27



Mr. Trovato has worked in all aspects of surveying and civil engineering – from rod man on up to Civil Designer over the last 25+ years. His area of expertise is roadway design, utility coordination and construction. Mr. Trovato has worked closely with both CSX and FEC Railways on a number of roadway construction projects. He received an award from the City of Stuart for his participation in the Sailfish Circle design and project management. Larger projects include the master redevelopment plan for Witham Field.

G. Alex Trovato

Engineering Designer

Caulkins Water Farm, Indiantown: Designer/Drafter for 3,000+ acre bermed water storage farm located adjacent to the C-44 canal. The stormwater management system consisted of roughly 15 miles of impoundment berms, (3) 35,000 gpm pumps, and an 84" intact pipe .

Indiantown Commerce and Technology Park, Indiantown: Responsible for updating and value engineering plans for a permit ready technology park, including utilities, roadway and drainage. This also included coordination with the CSX railway, the Indiantown Company and private business owners regarding impacts and easements required to finalize the project.

Fort Dawson, Indiantown: Designer/Drafter for a 1200 acre residential/industrial development in Indiantown, FL. Responsible for design and drafting for all facets of the project including roadway, drainage, and utility design.

Indiantown International Airport, Indiantown: Designer/Drafter to pave a portion of the existing runway, including coordination with Martin County, and The FAA for paving and lighting standards.

Farm Road Bridge Replacement, Indiantown: Design/Drafter/Inspector working for the Martin County Engineering Department responsible for design and drafting for the removal of an existing bridge in Indiantown, and replacement with a culverted crossing, including maintenance of traffic design and drawings.

Prism Business Park, Indiantown: Designer/Drafter for roadway, sidewalk and drainage for an industrial development project located on SW Farm Road in Indiantown. This also included coordination with utilities and property owners to accommodate the design.

Langford Landing/Dixie & Palmer Roundabout, Martin County: Designer/Drafter responsible for design, utility coordination, and construction inspection for a 52 acre residential development consisting of 60 single family units, with associated roadway, stormwater management system, water, sewer, irrigation, and community dock facilities. Off-site improvements included design and construction of the utility extensions and roundabout at the entrance of the subdivision which required review and approval by Martin County Engineering.

Bridge Road and Dixie Highway, Martin County: Designer/Drafter for improvements to an intersection located in downtown Hobe Sound to alleviate peak hour traffic congestion. Tasks included coordination of field work, utility coordination (particularly FEC Railway), conceptual and final engineering design, and construction inspection. Provided assistance in the traffic signal layout, design, and construction inspection.

Education

New England Technical Institute; Computer Science Certificate

Registration

FDEP Qualified Stormwater Management Inspector #22079



David A. Wojcieszak, P.E., LEED AP, QC_xP

36 Years Experience

772.286.8696

772.485.3042 cell

E-Mail: david@dwojo.com

Education

Brown University, Bachelor of Science, Electrical Engineering, 1977

Registration

Registered Mechanical Engineer, State of Florida (1985) – #FL32091

Registered Electrical Engineer, State of Florida (1982) - #FL32091

Certified LEED Accredited Professional – March 2009 to present

Qualified Commissioning Professional (QC_xP) – 2007 to present

Certified in Indoor Air Quality – 1992

Licensed Electrical Contractor, State of Florida (1982-2006) - #519

Professional Experience

David began working as an independent consulting engineer in 1982 and founded and incorporated Wojcieszak & Associates, Inc. in 1984. The firm provides full services in the mechanical and electrical disciplines. David assumes many responsibilities within the company, including sales, project administration, engineering design, and human resources.

Continuing Education

David has been involved in the construction industry as an electrician or professional engineer for over 35 years. His construction experience, coupled with his technical expertise, bring sensible solutions to technical problems. David prides himself in achieving the skills to bridge the gap between engineering design and the owner's project criteria.

David's skills are further enhanced with his accreditation in LEED and commissioning skills obtained from the University of Wisconsin. He understands the economic value of sustainable design and the importance of commissioning to meet the owner's project criteria. He also understands the issues of time and budget constraints. His construction knowledge and communication skills are not found in many design professionals.

Professional Affiliations

ASHRAE – American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.

NFPA – National Fire Protection Association

FES – Florida Engineering Society

NSPE – National Society of Professional Engineers

Wieder Engineering, Inc

11718 SE Federal Hwy.. #373

Hobe Sound, FL 33455

(772) 546-5823

Cell: (772) 618-3437

Fax: (772) 545-3734

E-mail: awieder@wiederengineering.com

Allen Wieder, PE, SECB,

President/Owner Wieder Engineering, Inc.

Mr. Wieder has nearly 33 years of structural engineering experience in multiple project types including heavy industrial, commercial, office, retail, governmental and residential construction. His experience includes the full range of project service from initial design development, schematic design, production of construction documents and specification, as well as construction administration.

His vast array of experience includes multiple types of building materials and construction techniques including, the use of steel, reinforced concrete, post tensioned concrete, masonry, precast concrete, tilt-up concrete, steel studs, aluminum, wood and others.

This experience also including construction systems such as precast hollow core plank, precast concrete joist, Filigree, Hambro, and Saprano, Tilt-up Wall Panels and other construction systems.

This diversified experience has allowed Wieder Engineering, Inc. to provide expert guidance in the selection of the appropriate structural systems for any given project. The selection of the most appropriate structural system, provides for the most economical structural system that will meet the clients short term and long term requirements.

Professional Registrations:

Licensed Professional Engineer, Florida 43444

Licensed Special Inspector, Florida 1026

Professional Affiliations:

Structural Engineering Certification Board
Florida Structural Engineers Association
Structural Engineering Institute
National Council of Structural Engineers Associations
National Society of Professional Engineers
American Society of Civil Engineers
Florida Engineering Society
American Institute of Steel Construction

Selective List of Projects:

Designed by Wieder Engineering, Inc.

Lauderhill Fire Station 73 Addition

Lantana Police Station Addition

Loxahatchee River District Econ Lab Building

Palm Beach Police Department Cooling Tower

Other projects designed by Allen Wieder, PE, SECB

Remodel/Addition to Royal Palm Beach Fire Station

Palm Beach County Station 23

West Palm Beach Station 5

West Palm Beach Fire Station - Northwood

Sebastian, FL Police Station Renovation

Sebatian, FL City Hall with Emergency Operations Center

Northport, FL City Hall with Emergency Operations Center

Northport , FL Police Station



THOMAS MONTANO, P.E.

Port St. Lucie Branch Manager

Mr. Montano has over 7 years of experience in the construction industry. As GFA's Port St. Lucie Beach Branch Manager, Mr. Montano is responsible for overseeing his staff, as well as all the work that is performed from the branch office. He is involved in all aspects of the business including client relations, project management, scheduling, and training. Mr. Montano's project management experience includes educational facilities, industrial facilities, port, aviation, commercial facilities, multi-story condominiums, and infrastructure projects.

EDUCATION

- B.S., Civil Engineering, Rensselaer Polytechnic Institute

LICENSES & CERTIFICATIONS

- Florida Registered Professional Engineer #84146
- OSHA 30HR
- ACI Concrete Field Technician
- MTA NYC Transit Track Safety Certificate
- NYC DOB 32HR Supported Scaffold Certificate
- Permit Required Confined Space Awareness
- Supported Scaffold User Certificate
- PATH Roadway Worker Protection Certificate
- American Red Cross AED, First Aid, and CPR Certificate
- SWAC Clearance

TRAINING

- Construction Supervisor
- Construction Law Overview
- Concrete Fundamentals
- Waterproofing
- Hot and Cold Weather Concrete
- AGC-Leadership and Motivation
- Construction Fire Safety Manager
- Hayward Baker Ground Improvement Techniques

SELECT PROJECT EXPERIENCE

Turnpike Feeder Road/US #1 Water Main Extension and Indrio Road Water Main Extension, St. Lucie County, FL - This project consists of the installation of approximately 27,390 linear feet of 12" water main and 90 linear feet of 6" water main along Turnpike Feeder Road, U.S. Highway #1 and Indrio Road in Saint Lucie County, Florida. GFA International, Inc. is providing certified engineering field technicians and a certified laboratory to perform Construction Materials Testing services for all soil, aggregate, and concrete materials used for the project.

C-44 Reservoir / STA Project, Stormwater Treatment Area, Martin County, Florida – This project consists of the new construction of the C-44 Reservoir. This project includes, but is not limited to: the construction of six STA cells and associated canals and control structures; these cells generally include approximately 32 miles of STA cell berms with shellrock roads; approximately 6300 acres of graded STA bottom; approximately 30 miles of distribution structures; six gated outlet structures; nine box culvert road crossings; one fixed crest spillway; placement and tracking of residual agricultural chemical impacted soils; maintenance and operations of the District field office, system discharge spillways and system discharge for the C-44 communication tower and relocation of power poles; installation of power conduits, communication conduits, primary electrical lines, and transformers; abandonment of aquifer monitoring wells; repaving of C-44 access road; and all the associated roads, swales, drains, boundary wells, instrumentation, SCADA RTU sites, gates, guardrails, handrails, bollards, fencing and utilities associated with these features. GFA services include Construction Materials Testing and Geotechnical Engineering.

SR 70, FDOT Project T1576, Okeechobee, Florida – This project consists of the widening of eight miles of State Road 70 east of Okeechobee to four lanes. This also includes the construction of two new bridges, excavating of twenty-five ponds, and the installation of a mixed-use path. GFA is providing Construction Materials Testing services for all soil, aggregate, and concrete materials used for the project. This includes providing FDOT certified technicians and an FDOT certified laboratory, as well as a Quality Control manager and a FDOT Density Log Book creation and management. GFA also performed three permeability tests.

A1A Lap Phase, FDOT QC Testing, Jupiter, Florida – This two-phase project included the installation of new underground utilities, pedestrian and bicycle lanes, new sidewalks, and roadway widening along the .75-mile roadway. Phase 2 of this project was part of the LAP program. GFA provided Quality Control Management and Construction Materials Testing services. This included the creation and maintenance of a FDOT Density Log Book and testing of all soil, aggregate, and concrete materials used for the project. GFA also performed concrete testing and air content testing on sidewalks and curbs and performed asphalt cores to determine thickness and to run bitumen content testing on the new roadway.

Simara Street Water Main, Stuart, Florida – This project consisted of the replacement of 370 linear feet of water main located at Simara Street (Sewall's Point) in Stuart, Florida. GFA International, Inc. provided engineering field technicians and a certified laboratory to perform Construction Materials Testing services for all soil, aggregate, and concrete materials used for the project.



Thomas Montano, P.E.
607 NW Commodity Cove
Port St. Lucie, FL 34986
Email: tmontano@teamgfa.com

THOMAS MONTANO, P.E.

Port St. Lucie Branch Manager

SR 614 (Indrio Road), St. Lucie County, Florida – This project consists of widening on Indrio Road from west of the I-95 interchange to east of Emerson Avenue. This 2.7-mile project began in May of 2016 and is anticipated to be completed by Spring of 2019. The project includes reconstructing the existing two-lane Indrio Road to a four-lane, divided highway with a raised median, constructing a 6-foot sidewalk along the south side and a 12-foot wide multi-purpose trail along the north side of Indrio Road, realigning Spanish Lakes Boulevard to connect with Koblegard Road, reconstructing Koblegard Road from Indrio Road north approximately .5-mile, and installing new highway lighting, signage, and signalization. GFA is providing FDOT certified engineering field technicians for concrete and earthwork testing, FDOT certified concrete inspectors, Quality Control testing services and management of an FDOT density log book, and Geotechnical Drilled Shaft Technicians.

Deep Bed Filter, Jupiter, Florida – This project includes the construction of the Loxahatchee River District Wastewater Treatment Facility (WWTF) Deep Bed Filters project, including but not limited to the construction of new deep bed filters, a new filter electrical building, replacement of pumps, piping, and wet well weir gate at existing Filter Feed Pump Station No. 1 and the rehabilitation of the Filter Feed Pump Station No. 1 structure and handrail, construction of a new partial flume flow meter structure and piping modifications at the existing chlorine contact basins, modifications to the existing Synthetic Media Filter filtered effluent piping, modifications to the existing Electrical Building No. 3 generator room louvers and installation of exterior storm panel assemblies, demolition and removal of existing traveling bridge sand filters, demolition and removal of existing abandoned underground ductile iron pipe, relocation of FPL feed from existing Electrical Building No. 1 to the new Filter Electrical Building, and electrical, instrumentation, yard piping, paving, grading, and drainage modifications. GFA provided Geotechnical Engineering services for vibroflotation monitoring and post compaction borings to confirm ground improvement techniques for the proposed construction. GFA is providing Construction Materials Testing services for all soil, aggregate, and concrete material used for the project.

Force Main Improvements to LS 8105, Belle Glade, FL – This project consists of force main improvements to LS 8105, located along NW Avenue L from NW 4th Street to NW 1st Street in Belle Glade, Florida. GFA performed a Geotechnical Exploration consisting of two standard penetration test borings to depths of 15-feet below existing grade.

Alternate A1A/Damon Bridge Water Transmission Main Replacement and Force Main Installation, Jupiter, FL – This project consists of replacing an existing 20" diameter steel transmission watermain located on the west side of the Alternate A1A Bridge (Damon Bridge) with a new 12" diameter steel pipe. In addition, a new 16" sanitary force main for the Loxahatchee River District is being constructed on the west side of the bridge with the watermain. GFA is providing Construction Materials Testing services for all soil, aggregate, and concrete material used for the project.

Elsa and Paulina Roads Drainage and Watermain Improvements, Jupiter, FL – This project consists of the construction of a drainage system to relieve significant and routine street flooding on Elsa and Paulina Roads. These low-lying roads are located in an older area of Jupiter and are subject to flooding even in smaller rainfall events and are highly susceptible to the effects of sea level rise. Drainage improvements include installation of 18" and 24" reinforced concrete pipe, drainage structure, valley gutters along edge of pavement, a vortex structure for enhanced treatment of storm water runoff prior to discharges to the Intracoastal Waterway, and infrastructure for a future pumping station to alleviate flooding caused by future sea level rise. GFA is providing construction materials testing services which includes laboratory and field testing services for all soils and concrete materials used for the project.

David Joseph Wichser, P.S.M

Role: Project Surveyor

7997 SW Jack James Drive, Stuart, Florida 34997

772-286-5753 - dwichser@betsylyndsay.com



Title

Professional Surveyor and
Mapper and Project
Manager

Dave was been a resident
of Martin County for over 30
years and he currently lives
in Palm City, Florida

Education

Indian River Community
College Course work - Pre-
Engineering and Surveying;
University of Florida - Pre-
Engineering.

Professional Registration

Professional Surveyor and
Mapper: State of Florida,
1996, #5565

Certifications

Confined Space Entry
OSHA
MOT 2012 - 2015

Years of Experience

Since 1981

Years with Betsy Lindsay, Inc.

Since October 1998

Affiliations

Teaching Certificate 1998 -
Surveying at Technical
Specialty Level at
Indian River Community
College

Past President of the
Treasure Coast Chapter
Florida Surveyors and
Mappers Society 1999-2000

Chairperson of the
Scholarship Committee for
the Treasure Coast Chapter
of the Florida Surveyors
and Mappers Society

Relevant Project Experience

☐ **TECO GAS DOWNTOWN COS – Martin County** - Mr. Wichser was in-charge of this project located in Stuart. Perform a limited topographic survey for Teco Gas line located in downtown Stuart commencing at SE Amerigo Avenue and SE Ocean Blvd. Proceeding west to serve natural gas customers along Ocean Blvd., Seminole Street and SE Florida Avenue in downtown Stuart area. Control points will be set using NAD 1983/1990 adjusted horizontal and NGVD 1929 vertical datum. Property corners were located in this survey effort to establish the road right of way lines and the platted lot lines. Prepared a specific purpose survey illustrating the right of way lines, lot lines and the topographic data at the completion of the project.

☐ **SR 76 KANNER HIGHWAY/US1 – Martin County** – Mr. Wichser was in-charge of the roadway project. Topographic Survey to support engineering design for the proposed Southbound Turn Lane onto Kanner Highway from US 1 located in Stuart, Florida. Supplement the existing topographic surveys on US1 and Kanner Highway to extend into the parking lot for the design of the turn lane. The extra topo was collected from Kanner Highway north on US 1 for 500 feet and west of the R/W for US 1 for 40 feet into the existing parking lot. Process the field data and add it to the previous survey file. Create a Microstation drawing file. Create a Digital Terrain Model (DTM). Prepared a sketch & legal description for the R/W take parcels. Performed and prepared a boundary survey of the parent tract where R/W takes occurred.

☐ **CHOLEE ELEMENTARY SCHOOL** – Mr. Wichser was the PM to set up the project & support the crew for the Construction staking and asbuilt surveying for the Cholee Elementary School CSIR drainage at the portable units located in Palm Beach County, Florida. We established horizontal and vertical control on site. Staked and offset the drainage structures. Performed and prepared an asbuilt survey when construction is completed.

■ **COS WATERMAIN EXTENSION** - Mr. Wichser is the PM in-charge of this project located in the downtown Stuart area and includes construction staking and asbuilt surveying for the US 1 Channel Avenue watermain extension provided by others. BL set the control and will provide the asbuilts when the construction is completed.

☐ **SR 76** - Mr. Wichser was the PM on this Design Roadway Improvements for SR 76 from Lost River Road to the base of the bridge over Florida Turnpike located in Martin County. BLI was involved in the construction staking for the lane widening and the redesign of the slopes at the I-95 on & off ramps. Staking items included drainage structures, edge of pavement, top of bank, back of sidewalk, mast arms and cabinets for control lights, sheet piling and gravity, cantilever and barrier walls. BL performed and prepared an asbuilt survey when the construction was completed including the bores.

☐ **ICTP15-25** - This 97 acre parcel is located off Warfield Blvd, in westerly Martin County located in Indiantown, Florida. Performed a boundary survey according to Martin County Standards. Prepared the Plat for Indiantown Commerce and Technology Park PUD. Set all PRM's and property corners for 26 lots. Provided the client with all the typical construction staking for control, drainage structures, FM lines, IQ lines, wetland areas and edge of pavement for roads and driveways. Performed and prepared asbuilt on the all the constructed features.

Ms. Acevedo has almost 20 years of experience in the fields of ecology, wetland communities/delineations, environmental science, listed species protection, habitat assessments and restoration, and environmental health. Her experience includes the use of a variety of ecological sampling techniques, as well as threatened and endangered plant and animal survey protocol and habitat evaluations. She has a great deal of knowledge and experience in disseminating large quantities of information and assembling for peer review and presentation. Ms. Acevedo has worked as a private consultant, serving both public and private entities, as well as a state health and safety regulatory inspector. She has vast knowledge of environmental requirements as they pertain to land development. She is extremely skilled in performing listed species surveys, project management and oversight, and tracking and preparation of Federal and state regulatory permits for both public and private sector clients. Some of her project experience includes burrowing owl research for Florida Atlantic University, a mammal and bird diversity study for FDEP Division of State Parks, aerial nesting surveys, listed species identification, and permitting of FDOT funded bridge replacement projects, and highway improvements. She is an FDEP certified Storm Water Inspector and FWC authorized gopher tortoise agent.

RELEVANT PROJECT EXPERIENCE

- Successfully presented cases to local governments (i.e., City Councils, County Commissioners, CRAs, etc.) both in support of and against various types of land development projects located within Indiantown, City of Stuart, Martin County, Town of Ocean Breeze, St. Lucie County, City of Port St. Lucie, and City of Fort Pierce.
- Project Manager for FHA Eastern Lands Division Environmental Impact Study report and biological opinion associated with widening of existing highway located in St. Thomas, Virgin Islands. Coordinated with multiple Federal agencies to obtain information, right of entry on lands, deploy field crews and create federally approved biological opinion and Environmental Impact Study. Final product to be utilized in assessment of project feasibility with regards to protection of protected flora and fauna, mainly the Virgin Islands Tree Boa.
- Principal Biologist responsible for design and implementation of pilot study a Johnathan Dickinson state park involving the collection of baseline data on birds and small mammal diversity and richness. Conducted live trapping, wildlife monitoring, bird spot surveys and call identification. Assembled and analyzed data for species richness, diversity utilizing the Shannon Wiener Index, and compiled into scientific journal format for presentation to park service. Trained park staff on methodology for data collection for future continuance of project in accordance with design formulated.

EDUCATION

Soil and Water Sciences Masters Program
(2003) University of Florida, Fort Pierce, FL

Bachelors of Science (1999)
Florida Atlantic University, Boca Raton, FL
Concentration in Marine Biology

Environmental Sciences Program (1993-1995)
Boston University, Boston, MA
With acceptance into Woods Hole
Oceanographic Program

CREDENTIALS/SPECIALIZED TRAINING

Florida Wetlands Master Naturalist
Ashton Biological Preserve Gopher Tortoise
Management and Monitoring
Florida Fish and Wildlife Certified Gopher
Tortoise Agent
Qualified Storm Water Management Inspector-
Inspector number 12905
Florida Uniform Mitigation Assessment Training
Hydric Soils Training
Grass Identification

FIELDS OF SPECIALIZATION

Wetlands, Listed Species Surveys, Gopher Tortoise
Surveys, Federal and State Permitting,
Environmental Impact Studies
Environmental Assessments
NEPA Analysis

- Federal and state permitting of a $\pm 3,000$ acre Treasure Coast wetland mitigation bank. Involved surveys and critical habitat management plans for listed species, such as the Everglades Snail Kite, Wood Stork, and various wading birds. Performed project management and permit tracking to ensure compliance with all financial, as well as biological, permit success criteria for both Federal (ACOE, FWS, NOAA) and state (SFWMD, SJWMD, FDEP) agencies.
- Gopher Tortoise and commensal survey in compliance with FWC Gopher Tortoise Permitting Guidelines at Martin County Aquatics Center. Scope includes mapping of burrow locations, observations for the presence of commensals, including Eastern Indigo Snake, permitting, burrow excavation using a backhoe, and coordination for offsite relocation of tortoises.
- Wetland jurisdictional determination of 100 acre Ameristeel site, Indiantown. Delineated large expanses of herbaceous and forested wetland systems located on the property and conducted historical review of several potential man made wetland systems. Scope of work also included state and local jurisdictional wetland verification.
- Palm City Stormwater Improvement Project. Assessment of a large impacted wetland for function and restoration potential in order to provide improved water quality for municipal region tied to enhanced functional value. Scope included delineation of wetland limits, design and planning of mechanical restoration for increased hydroperiod and functional value. Coordinated restoration efforts with county, state, and Federal governments.
- Environmental consultant for local permitting of Shipyard development, Indiantown. Worked with development team and Martin County Growth Management Environmental Division to identify best suited preserve areas and create an associated management plan.
- Environmental assessments multiple tracts of vacant residential and agricultural lands in Tommy Clementsville, Indiantown. Assessments included verification of presence/absence of wetlands and native upland areas as well as listed species surveys.
- Managed field activities for the Nature Conservancy in wetland population studies, exotic species removal and conservation of native plant species. Monitored newly planted wetland area over one year measuring new species emergence and growth. Rehabilitated native grasses and plants in areas that had been cleared for construction to replant.
- Environmental permitting and resource analysis for Mapp Rd. bridge crossing project, Palm City. Project was to replace and expand an existing failing bridge crossing a mangrove wetland and environmentally significant creek. Included formulation of a state and Federal mitigation plan, listed species surveys to determine possible impacts to critical fish habitat and mangrove system, as well as local, Federal and state permitting.
- Environmental permitting, listed species surveys for burrowing owls and gopher tortoises, and gopher tortoise relocation associated with the construction of a temporary span bridge over a large storm water canal for construction of a power generation plant. Required Federal, state, and local permitting and coordination.
- Worked with FDOT Project Manager in order to provide spraying services for pre-emergent vegetation utilizing FDOT approved chemicals and obtained a licensed sprayer meeting FDOT standards for roadway work. Managed spraying crews to treat the north and south bound shoulders of the Florida Turnpike from Fort Pierce to Yeehaw Junctions for pre-emergent and exotic vegetation. Required tracking of field crews, scheduling to time spraying with paving work, as well as record maintenance.

Tab 2 – Operational Plan/Task Approach

The MilCor Team's Philosophy:

Waiting on your consulting engineer to get their work done in a timely manner is unacceptable and we know that.

MilCor was founded on the principles of client satisfaction. *All of our team members are dedicated to providing quality services in a fast, efficient manner that is on-time and within budget.* We are all part of the project production team; with everyone dedicated to project production, we are able to maintain a low overhead and provide great economical service.

Cost and Schedule Controls

One of the first tasks that Ms. Corbett completed upon founding MilCor was establishment of our Construction Budget and Schedule Policy. It is the belief of MilCor that the steps outlined in this Policy/Program aid in the completion of quality projects on-time and within budgets. The Policy begins with: "The importance of executing the project on schedule and within the anticipated budget is paramount to any project. In order to provide the most efficient design that addresses the project owner's needs, better serve our clients and reduce the potential for claims, it is the policy of MilCor to spend an appropriate amount of time with the project owner, listening to the goals and desires. This is the only way to start off with a clear understanding that we are proceeding in the correct direction." Other topics include: Responsibility, Kick-Off Meeting, Project Schedule, Construction Budget and Schedule.

Another Policy/Program which has been in place from the beginning is our Quality Control Program. The core component of this program is to "aggressively conduct routine quality control reviews of all engineering documents prepared by the firm prior to release". MilCor also has two Quality Control Reviewers, one of which is not part of the design team. This ensures a "fresh eyes" review, making it much easier to catch issues.

Please refer to Section 7 for our formal Policies & Procedures .

Clear & Frequent Communication is the Key to Success

MilCor believes that good communication is the key element in any successful endeavor. *Clear, effective, and frequent communications with the client, regulatory agencies, affected public, and within the project team is essential to keeping a project on-time and within budget.* All of our team members are readily available for questions and client concerns. If a quick answer is required, rest assured that you can easily reach Ms. Corbett or any of her support staff for any and all concerns and issues. We also take a close, hands-on approach to projects and enjoy working in the field with the client, consultants and contractors throughout the design and construction process.

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Project Approach

MilCor has found the following approach to be very successful and uses it for all new projects:

1. Project Conceptualization:

The MilCor team has years of experience on municipal design projects for local, state and federal agencies. No matter how the client would like to proceed, the team understands the importance of executing the project on schedule and within the anticipated budget. That is why we like to spend a fair amount of time with a new client and/or project, listening to the client discuss their goals and dreams. This allows us to better understand their financial and time constraints, management style and the product they wish to create. It also aids in understanding the direction of the scope, necessary sub-consultants, project schedule, and anticipated construction budget.

There are certain parameters for any project that must be understood prior to beginning so that budgets and schedules can be met. We understand that this Request for Qualifications is for Continuing Services and may include a broad array of projects. The following bullets are examples of the types of questions we would ask for a general civil-site project, such as a redevelopment project:

- Impacts to existing facilities during construction? What will remain open / access needs during construction?
- Any site concerns such as standing water or flooding?
- Security issues?
- Largest vehicle assessing the site?
- Pedestrian facilities – what must remain open?
- Environmental concerns?
- Existing infrastructure – type of materials, location?
- New utility needs?
- Construction budget?
- Construction schedule / timing needs?
- Existing permits?



The answers to these questions can have an effect on budget and schedules. The more thoroughly the project is thought through before beginning the design, the better the final project will fit into its surroundings, and the more realistic the established budget and schedule will be.

2. Scope, Schedule and Team Development:

At this point, MilCor takes the overall project goals and produces a specific scope and schedule that identifies the tasks for data acquisition (survey, geotechnical, environmental, etc.), design development, client review, permit application and negotiation, completion of construction drawings, bidding, construction and final certification. The scope and schedule will identify who is responsible for each task, when it should be completed, and the associated professional fees. The document is presented to the client for review and approval.

Upon proposal acceptance by the client, MilCor schedules a kick-off meeting with the entire team. It is important for team members to be aware of all aspects of the project so that the best overall project approach can be planned and implemented. Good, open communication between the team members is key to a successful project. Being involved with the project objectives and initial planning gives team members the opportunity to share pertinent information and experience. Often, possible design challenges/concerns are resolved simply by team members sharing previous experiences in their area of expertise.

Following this meeting, MilCor will memorialize the agreed upon schedule and intermediate milestones utilizing Microsoft Project software to help develop the plan and track its progress. Then, if the client needs to make midstream changes, we can accurately assess potential impacts to the schedule and budget and advise accordingly.

3. Data Acquisition:

Frequently, there are existing utility easements and rights-of-way that must be identified as the land surveyor undertakes horizontal and vertical measurements. Generally, geotechnical investigations (soil borings) are needed to quantify structural requirements, soil percolation rates, and wet season water table. We often find that record drawings of existing utilities are either not available or are not up to date and need to be field-verified to confirm existing water utility locations and capacities. We may also work with the project's environmental consultant to coordinate their task of identifying existing wetlands and/or special habitats with the design and construction activities. As the water and sewer utilities provider requires capacity reservations for new system demands, we will provide the information to the client as needed to secure them.

4. 30% Design Development and Utility Coordination:

In concert with the client and other members of the consultant team, we will develop horizontal views of the project layout showing existing and proposed building and utility locations, roads, parking areas and drainage facilities. At this point in the project, we will confirm the regulatory constraints / requirements for the agencies having jurisdiction over the project site, including design specifications and standard equipment details. It is not uncommon to encounter multiple, overlapping and sometimes conflicting jurisdictions of the local town, county, utility districts, water management districts, fire and rescue services, and regional planning councils. A preliminary cost estimate is compiled and along with the 30% design level drawings, provided to the team and the Village staff for review. At this point, the project details are better defined and the team is able to assess how well the project is coming together. Additionally, coordination with power, cable, gas and telephone providers utilities will be established.

5. 60% Design Development, Early Permit Application:

After review and concurrence by the client and project team, the construction drawings will be developed further to approximately 60% completion. Permit applications will be prepared at this point for submittal to the appropriate regulatory agencies. Again, the Village staff and project team members will review

the drawings for consistency with the project concept and goals. At this point, the construction cost estimate is updated.

6. Completed Drawings and Permit Application:

At the 90% completion level, the drawings will be reviewed again by the client and team, edited and finalized/completed. Addressing comments from permitting agencies are also included in this task. It is customary to once again update the construction cost estimate at the same time. As we prepare drawings using AutoCAD drawing software, electronic copies of the drawings can be provided.

7. Bidding and Contractor Selection:

MilCor can provide a variety of services during this phase of the project. Depending on how the client wants to handle bidding, we can assist in preparing bid documents, identifying potential bidders, conducting onsite bidder tours, and providing drawing/specification sets to bidders and plan services. We can also assist in responding to questions from potential bidders, review the bids and advise on the acceptability of the bidder to undertake the work.

8. Construction Observation:

A strong, aggressive and experienced construction manager is essential to the efficient execution of the construction work. It is the construction manager's job to coordinate the work of the various contractors and trades, coordinate with the inspectors, resolve conflicts and keep the project on schedule. While we are not necessarily proposing to provide a full time construction manager for each project, we can work at whatever level you require during the construction phase. MilCor works very well with the construction team in providing information when needed, helping to resolve unforeseen problems, reviewing shop drawings, participating in inspections where required and implementing client-driven changes as the work proceeds. We are also accustomed to reviewing quantities reported in contractor pay requests.

Below are some of the tasks we envision being required for construction projects:

- Attend pre-bid conference and preparing detailed minutes answering questions
- Provide recommendation of Bid Award
- Establish temporary benchmarks
- Provide weekly inspection services, with detailed reports
- Answering contractor questions
- Reviewing contractor pay requests for accuracy
- Reviewing shop drawings
- Conduct substantial completion walk-through and prepare punch-list
- Conduct final walk-through
- Prepare or review record drawings
- Prepare final certification of completion

It is MilCor's pledge to the Village that we will meet schedules and budgets.

Quality Work – what is it?

Every engineering firm promises “quality work” but what does this really mean to the client? MilCor team members focus on finding the most cost effective design that fully meets our client’s intended result and ensuring that this plan is actually constructible as designed and budgeted. There is no such thing as the perfect set of construction drawings – no matter how many times they are reviewed. This is as inherently true in the “paper world” as it is in the real world. *MilCor focuses on site visits and constantly compares our plans to the real work.* We frequently ask the question, “How does this project fit with and into the current site conditions?”

MilCor team members pride themselves on their *ability to work together with the client, engineer and contractors to meet project goals.* Please feel free to contact the contractors we work with frequently to understand the importance of the quality end product that we produce:

Ricky Sheltra, PRP Construction Group	ricksheltraprp@gmail.com	772-597-6923
Tommy Thompson, UCMi	tommythompson@ucmionline.net	772-232-9902
Ken Ringe, Bayview Construction	kringe@bayviewconstruction.com	772-283-9300
Randy Tyo, Pipeline Utilities	randy@pipelineutilities.com	561-842-8833
Rick Mancil, Mancil's Tractor Service	rick@mancils.com	772-288-0951
Mike Weiler, Weiler Homes	h20way@hotmail.com	561-262-1020
Tim Taylor, Sunshine Land Design	ttaylor@sunshinelanddesign.com	772-283-2648



Tab 3 – Past Performance

Local Indiantown Experience

Fort Dawson PUD/Indiantown International Airport

Client Reference: Clyde & Nancy Dawson
Indiantown International Airport, Inc.
PO Box 1234, Indiantown, Florida 34956
772.597.5800 / Fax 772.597.5805
No email available

Consultant Fees: \$9,200 for FY 2018; Total \$95,200 since 2008

Construction Cost: N/A – have only excavated a portion of one lake to date.

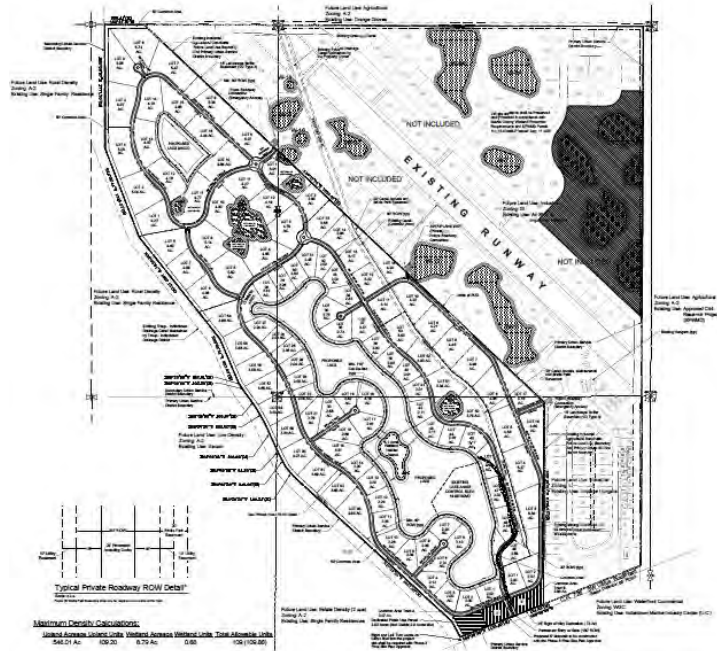
Completion Date: On-going

Construction Duration: On-going

The Fort Dawson PUD encompasses approximately 1,200 acres located in Indiantown. The project is approved as a six-phase project consisting of 109 single family units, two lakes, airport use, recreational and preserve areas, and airport hangars/runway. MilCor is the Engineer of Record, responsible for the design and permitting of all civil engineering-related facets of the project including, but not limited to, the master storm water management system, roadway design, site grading, and water distribution system. The project includes access to an air strip including taxiways, pedestrian and vehicular bridge crossings.

The modeling for the master stormwater management system included approximately 95 acres of lake, approximately 70 acres of wetland preserve and four (4) control structures. In addition, MilCor obtained approval to pave a portion of the currently grass runway. The project is current and ongoing. It shall be submitted to the Village to modify the current master plan in the near future.

Of note to the project, MilCor team members are always looking out for our clients. As the South Florida Water Management District was constructing their intact canal for the C-44 Reservoir, which is located immediately adjacent to the Airport and has a cluster of five wetlands within feet of the property line, MilCor reviewed the District's plans and determined there was no protection for our client's wetlands, which have established control elevations that were several feet above the intact canal. This oversight of wetland protection was pointed out to both our client and the District, prompting the District to offer to purchase the wetlands.



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Indianwood Golf Course Clubhouse & Pro Shop

Client Reference: Ron Carr, President
Indianwood Co-Op, Inc.
16336 SW Indianwood Circle
Indianwood, FL 34956
floridagirl@onearrow.net
772.597.3791

Consultant Fees: \$57,000 to date for design, permitting and construction services, approx.

Construction Cost: \$2,240,000 (including vertical construction)

Completion Date: Anticipated in late Dec. 2018

Construction Duration: 9 months

Indianwood is a 141 acre manufactured home community located in Indiantown which includes an 18-hole golf course and amenities. Approval was received for the construction of a new clubhouse and pro shop. MilCor is the Engineer of Record, responsible for the site plan design, permitting, and construction design; including associated vehicle and golf cart parking, sidewalks, stormwater, and utilities. The project is currently under construction and MilCor is providing construction inspection services.



Of note to the project was the challenge of providing water and sewer service to the project. Utilities are provided via the Indiantown Company. Sewer is via a repump from a lift station with a lot of capacity available to a master lift station in the front of the subdivision with very little capacity available. And the most challenging issue in Indiantown is fire suppression. The Indiantown Company does not have the pressure or flow available for standard fire suppression to commercial or industrial properties.

Governmental Entity Experience

Caulkins Water Farm

Client Reference: Tom Kenny, Project Manager
Seabranh Management, Inc.
8340 S. E. Fazio Drive
Hobe Sound, Florida 33455
tomseabranh@aol.com
772.220.9717

Ansley Marr, P.E.
South Florida WMD
3301 Gun Club Road
West Palm Beach, FL 33406
amarr@sfwmd.gov
561.682.6419

Consultant Fees: \$750,000 (design, permitting & construction of pilot & exp.)

Construction Cost: \$1,600,000

Completion Date: Pilot: February 2014

Construction Duration: Pilot: 4 months

Expansion: November 2017

Expansion: 10 months

The Caulkins Water Farm Pilot Project, uniquely located adjacent to the C-44 Canal in Indiantown, is a public/private partnership between South Florida Water Management District (SFWMD) and Caulkins Citrus Company. Its purpose is to store water discharged



from Lake Okeechobee, allowing for the removal of pollutants by percolation and evaporation, thereby reducing the harmful effects to the St. Lucie Estuary and Indian River Lagoon. The 413 acre pilot project, operational in 2014, was so successful the project was expanded to over 3,000 acres. The expanded water farm furthered additional public sector involvement, including the Florida Department of Agriculture and Consumer Services and the Department of Environmental Protection. It became operational in

late 2017. MilCor is the Engineer of Record, responsible for both the Pilot and Expansion designs, permitting, construction inspection services and on-going monitoring/reporting services. The fees listed above include all costs to date, including density testing and hydroseeding the berm during construction of the expansion.

Of note to this project was the challenge of being the first project to move forward – for both the Pilot Project and the Expansion. Also, the sheer magnitude of the water volumes, the complexity of the calculations required to document the nutrients captured and held on the property, and coordination between the regulatory agencies: SFWMD, ACOE, FDACS, FDEP. We have listed both the property owner representative who actually paid our bills, and the SFWMD representative who approved our invoices. The design was paid for by FDACS, the construction was paid for by SFWMD; all invoice approvals were through SFWMD. Should the Village wish to speak to any of the governmental entities that we worked with, MilCor will be happy to provide their contract information.



City of Fellsmere

Client Reference:

Mark Mathes, Community Development Director
City of Fellsmere
22 South Orange Street
cdd@cityoffellsmere.org
Fellsmere, FL 32948
772.646.6315

Consultant Fees:

\$29,000

Construction Cost:

\$800,000 total (estimate)

Completion Date:

Regional Lake 2017; Train Village on hold; Rail Trail under Design

Construction Duration:

Regional Lake 6 months

MilCor was awarded a Professional Engineering Services contract with the City of Fellsmere and is the Engineer of Record for the following projects:

Northern Regional Lake: Site design, construction design, permitting, and bidding services for the construction of a 6.0-acre regional lake to provide nutrient reduction and water quality credits for the City's Community Redevelopment Area (CRA). Services included permitting through St. John's River Water Management District (SJRWMD), ACOE and Fellsmere Water Control District.

Train Village: A train-themed City park utilizing historic buildings and railroad equipment. MilCor designed the construction plans based on a City requested improvements; including City and FDEP utility permitting and Indian River County right of way permitting. Several of the buildings shall be located around the North Regional Lake.



Rail Trail: Final Design and permitting services for a recreational pedestrian/equestrian trail that interconnects with the Train Village and North Regional Lake. The rail trail includes a bridge crossing over the Railroad Ditch.

The photo to the left shows a portion of the Regional Lake and the first of the train village buildings.

To aid the City with funding of these projects, several grants were applied for in conjunction

with the Fountains of Fellsmere Adult Living Facility project located adjacent to the Regional Lake. The property for the lake was donated by the Fountains owner.

Dixie Hwy/Palmer St. Roundabout Improvements

Client Reference:

Dante Fraiegari

Meritage Homes

1127 Gateway Blvd.

Boynton Beach, FL 33426

Dante.fraiegari@meritagehomes.com

561.847.7517

Lisa Wichser, P.E.

Martin Co Eng. Dept.

2401 SE Monterey Rd.

Stuart, FL 34996

lwichser@martin.fl.us

772.223.7945

Consultant Fees:

\$75,000

Construction Cost:

\$1,000,000

Completion Date:

Certified final complete in June 2018

Construction Duration:

6 months to substantial completion



This project was part of the off-site improvements associated with the Langford Landing residential development, located on the former Francis Langford Estate, a 52-acre, 60 single-family unit subdivision with a 60-slip dock, located in Martin County. The MilCor Group has been involved with this project for master plan and final site plan approval, subdivision platting, and construction services. Other associated services included internal roadways, stormwater management system, water, sewer,

irrigation and off-site utility extensions, and design of a dock facility.

The roundabout property was donated to Martin County and all costs of its design and construction were paid for by the developer. The construction design was reviewed and approved by Martin County. Construction of the roundabout is complete and the certification process is in process. We have listed the developer and the County reviewer as the contacts. It is a great example of public-private partnerships to improve the esthetics of any area.



Of note to this project was the complexity of the design for both the development and the roundabout due to the topography, which on-site ranged from Elev. 7.0 to 44.0 NGVD, and the roundabout has over 10-foot of change within the circle. A Site-Specific MOT was created due to the lane shifts and elevational changes. Additionally, during construction, a new property owner took over the project and did not recognize the historical significance of this property to the surrounding residents. MilCor team members aided the owner in addressing residents' concerns.

Present Workload

Our team is prepared to start immediately on any work for the Village.

Our team has a current short-term workload that consumes about 70% of its production capacity. However, several current projects are nearing completion. Various tasks for these projects will continue for approximately another year but at a greatly decreased level of effort. Upcoming new projects and new phases of existing projects will require about 30% of staff time over the next two years. With this decrease in workload, we are seeking new clients and interesting projects.

Tab 4 – Familiarity

The MilCor Group, Inc. is a Martin County based company. MilCor's President, Melissa Corbett, has grown up in this County. She has known the Powers brothers most of their lives. Ms. Corbett and Mr. Trovato have worked for the Dawson's / Fort Dawson / Indiantown International Airport and Caulkins Citrus for approximately 15 years.

The following is a list of some past and present projects located in Indiantown that MilCor has provided professional engineering services for over the years:

- Caulkins Water Farm
- Fort Dawson/Indiantown International Airport
- Indiantown Commerce & Technology Park
- Indianwood Golf Course Club House & Pro Shop
- Indiantown Marine
- Farm Road Bridge
- Prism Business Park
- The Indiantown DRI
- Venture Commerce Park

Upon Village incorporation and until the induction of the elected Village Council Members, Ms. Corbett participated in many Transition Team meetings as an individual, and on behalf of the Dawsons, providing input based on years of Martin County governmental experience to aid the Village in its forward progress.

Ms. Corbett has been actively involved in both the Martin County and the Village of Indiantown communities for years and has participated as:

- Indiantown Chamber of Commerce, Vice President
- Stuart-Martin County Chamber of Commerce, Past President
- Hobe Sound Chamber of Commerce Governmental Affairs Committee Voting Member
- Martin County Leadership Class 12
- One Martin Board Member

Ms. Corbett is very familiar with giving presentations to governmental bodies, as well as the general public. Each presentation is geared toward the body to whom the presentation is given. Caulkins Water Farm required numerous outreach presentations, including the Indiantown Neighborhood Advisory Committee (NAC).

MilCor is a member of all the Chambers in Martin County and actively participates in meetings to keep a pulse on local issues. MilCor is also members of the Treasure Coast Builders Association and the Martin County Taxpayers Association – both of whom also keep an eye on local concerns. We are intimately aware of the polarizing attitudes that Martin County government deals with, and are looking forward to working with the Village as the atmosphere is much more pleasant!

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MilCor is an active partner in shaping our communities. We dedicate time and resources to a wide variety of organizations.

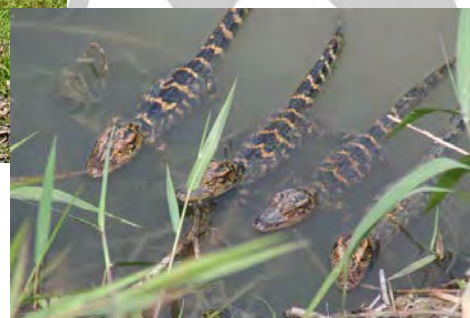
Treasure Coast Wildlife Center – Ms. Corbett is an animal-lover, so her greatest generosity has been to the Treasure Coast Wildlife Center (TCWC). All design, permitting and construction services for the Treasure Coast Wildlife Center's new facility located on Citrus Boulevard in Palm City Farms are 100% DONATED. We have recently received site plan approval through Martin County and are getting ready to break ground! Treasure Coast Wildlife Center is a non-profit community institution offering help for sick, injured and orphaned wild animal patients in addition to providing information and education for human residents and visitors. MilCor also sponsors, volunteers and participates in fund-raising events. Ms. Corbett keeps bee hives at TCWC and produces honey from the colony. At one of their recent fundraisers, Ms. Corbett provided 40 jars of all-natural honey for TCWC to sell.



Habitat for Humanity – MilCor donated company time and resources for the site plan approval of a new 34 lot subdivision for Habitat for Humanity, which is a nonprofit organization founded on the conviction that every man, woman and child should have a decent, safe and affordable place to live. We continue to provide services at a greatly reduced rate as needed on an individual basis.



Visionary School of Arts - Ms. Corbett hosted approximately 20 students and their parents at Caulkins Water Farm. What a great experience to see the look on a child's face when they see an alligator in a natural setting for the first time. Students took pictures that were the basis for the School's Save Our River Calendar in 2016.



Additional Charitable Affiliations

- Indiantown Rodeo Sponsor
- Keep Martin Beautiful
- Adopt a Road – Church Street in Hobe Sound, where our office is located
- International Coastal Clean-up
- Florida Ranches Calander
- Halo Animal Rescue – MilCor covers the cost of a rescue dog each month, and sends out pictures / info in an effort to find a loving furever home!
- Helping People Succeed
- Molly's House
- Martin County Humane Society
- Martin County Lionfish Round-up
- Martin County Artificial Reef Program
- Humane Society
- Boys & Girls Club of Martin County
- S.P.A.M. Robotics
- For the Love of Paws



2018 Certificate of Appreciation



This certificate is awarded to
The Milcor Group, Inc.

In recognition of your
sponsorship of S.P.A.M. Robotics

Thank you



Thanks for Helping!



For The Love Of Paws
12198 County Road 512
Fellsmere, FL 32948
www.pawsmealsonwheels.org
772-539-2417



Milcor Group!



Thank you!



Tab 5 – Financial Assessment

What is the best method for assessing financial decisions with respect to Village projects in determining estimates of probable costs?

MilCor has utilized a number of methodologies for determining the most cost effective approach to design. Issues that need to be accounted for include:

- Visual / esthetic look
- Capital (initial construction) cost
- Life Cycle / maintenance costs

The cost evaluation is typically undertaken during the preliminary design. Examples of preliminary evaluations include:

- Pervious surfaces to reduce stormwater run-off – Concrete has a longer life cycle than asphalt, is more attractive, and pervious concrete can be located such that the stormwater will aid in irrigating landscape.
- Low pressure grinder systems – MilCor staff has found low pressure grinder systems to be a great alternative sewer system to traditional gravity, particularly in existing neighborhoods as it is less disruptive / impactful.
- Feasibility of vacuum systems – MilCor has designed a vacuum system for a large-lot subdivision that would have needed three traditional lift stations due to the proposed configuration / size of the lots.
- Public-Private Partnerships – MilCor has designed several regional lift stations for new developments that were large enough to allow connection from surrounding existing developments at a greatly-reduced cost; thereby eliminating septic tanks. We have also worked on Public-Private Partnerships for stormwater treatment, roadway improvements, and redevelopment areas.

Each project is evaluated at the time of development, using the latest industry costs, as the cost of petroleum and other construction materials has fluctuated significantly from month to month. We frequently utilize the FDOT History of 6 Month Moving Statewide Averages and / or we coordinate with local contractors that we work with on a daily basis to get real costs.

Responsiveness & Team-Player attitude sets MilCor apart from the rest!

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Tab 6 – Proof of Insurance

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/16/18

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

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

PRODUCER FLORIDA DESIGN INSURANCE LLC 4707 W Gandy Blvd Ste 15 Tampa, FL 33611		CONTACT NAME: PHONE (A/C, No, Ext): (813)600-5379 FAX (A/C, No): E-MAIL ADDRESS: tjohnson@floridadesigninsurance.com	
INSURED The MilCor Group, Inc. 10955 S.E. Federal Highway Hobe Sound, FL 33455		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co Ltd A+ NAIC # 11000 INSURER B: Hartford Accident & Indemnity 42404 INSURER C: The Hartford Casualty Insurance Company 29424 INSURER D: Liberty Insurance Underwriters 19917 INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		39SBMUN3375	8/18/2018	8/18/2019	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY		39UECHV5872	12/16/2017	12/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		39SBMUN3375	8/18/2018	8/18/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	DED RETENTION \$ 0					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		39WECCD9319	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		AEXNYAA7ARY002	9/16/2017	9/16/2018	Each Claim \$2,000,000
						Annual Aggr \$2,000,000

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

Professional Liability is written on a claims made and reported basis.

CERTIFICATE HOLDER For Information Purposes	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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Tab 7 – Submittal Forms & Requested Information

Samples of Office Procedures / Policies:

- Project Information Form
- Project Filing Procedure
- Project Management Procedure
- Project Design Procedure
- Quality Control Program
- Inspection Form
- Construction Budget and Schedule
- Indiantown Company Certification/Closeout Checklist

Corporate / License Information:

- Certification of Authorization
- P.E. Licenses
- Martin County Business Tax Receipt
- Sunbiz Annual Report
- State of Florida WBE Certification
- FDOT Advanced Maintenance of Traffic Certification
- IRS W-9 Form
- Request for Information - Attachment B

10975
Southeast
Federal
Highway
Hobe
Sound
Florida
33455

Phone
772-223-8850
Fax
772-223-8851

Email
marketing@
themilcorgroup.
com

Web
www.
themilcorgroup.
com

Project Information

Project Description:

--

Project Information

Project Name		
MilCor Project #		
Project Address		
City, State, Zip		
Project PCN(s)		Acreage:
		Acreage:
Jurisdiction		

Client

Company Name	
Representative	
Title	
Address	
City, State, Zip	
Phone	
Cell	
Email	

Property Owner

Company Name	
Representative	
Title	
Address	
City, State, Zip	
Phone	
Cell	
Email	

Agent & Engineer

Company Name	The MilCor Group, Inc.
Representative	
Title	
Address	
City, State, Zip	
Phone	
Cell	
Email	

Planner

Company Name	
Representative	
Title	
Address	
City, State, Zip	
Phone	
Cell	
Email	

Architect

Company Name	
Representative	
Title	
Address	
City, State, Zip	
Phone	
Cell	
Email	

Surveyor

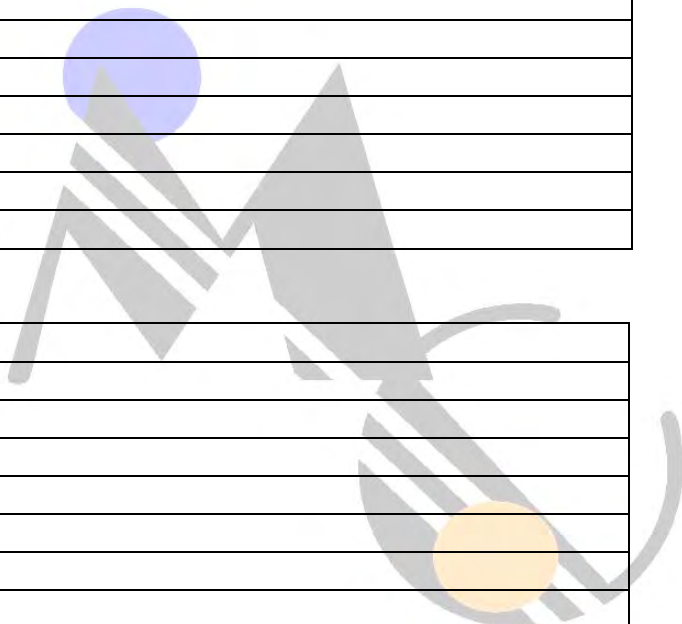
Company Name	
Representative	
Title	
Address	
City, State, Zip	
Phone	
Cell	
Email	

Landscape Architect

Company Name	
Representative	
Title	
Address	
City, State, Zip	
Phone	
Cell	
Email	

Environmental Consultant

Company Name	
Representative	
Title	
Address	
City, State, Zip	
Phone	
Cell	
Email	



Attorney

Company Name	
Representative	
Title	
Address	
City, State, Zip	
Phone	
Cell	
Email	

Main Contractor

Company Name	
Representative	
Title	
Address	
City, State, Zip	
Phone	
Cell	
Email	

Geotechnical Consultant

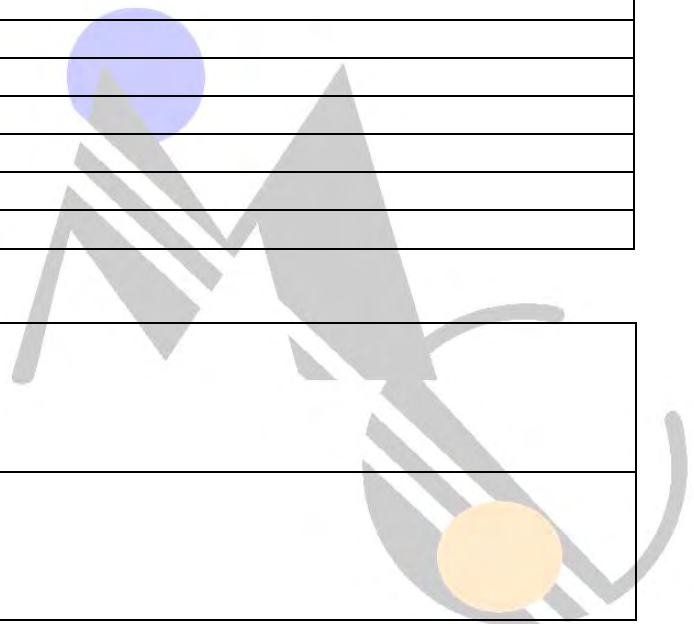
Company Name	
Representative	
Title	
Address	
City, State, Zip	
Phone	
Cell	
Email	

Other

Company Name	
Representative	
Title	
Address	
City, State, Zip	
Phone	
Cell	
Email	

Utility Providers

Water	Company: Representative: Email: Phone:
Sewer	Company: Representative: Email: Phone:



Irrigation	Company: Representative: Email: Phone:
Power	Company: Representative: Email: Phone:
Phone	Company: Representative: Email: Phone:
Cable/Fiber Optics	Company: Representative: Email: Phone:

Additional project information to be filed with this form in the “P” drive project folder:

1. Property Appraiser card for each parcel
2. Deed(s) proving ownership
3. Location map
4. Legal description
5. Owner current sunbiz document
6. Client current sunbiz document
7. Agent authorization document



March 21, 2017

Project Filing Procedure

The electronic filing template located at [(P):>Projects>+New Project Template] shall be used for every new project:

“P” Drive – Projects

- A01 Client (per Master Project Number list)
 - A0101 Project Name (sequential)
 - **+Master Files**
 - Background
 - Permits & Approvals
 - Project Information
 - Project Schedules
 - Scope & Invoicing
 - **Certifications**
 - List each agency and/or municipality (refer to scope)
 - As-builts
 - **Construction**
 - Bid-docs
 - Inspections
 - Pay requests
 - Photos
 - Pre-con
 - Revisions (by year-month-date)
 - Shop dwgs
 - Testing
 - **Design** (list each component of design)
 - By others
 - Drainage
 - Photos
 - Traffic
 - Utility
 - **PDFs** (a record of pdfs by year-month-date)
 - MilCor
 - Surveyor
 - Landscape
 - Architect
 - Planner
 - Environmental
 - Geotech
 - **Permitting**
 - List each agency and/or municipality (refer to scope)

March 17, 2018

Project Management Procedure

Project set-up

- Update Master Project Number Spreadsheet
- Add to Timer
- Review scope
- Set up P Drive files
- Prep Invoice spreadsheet
- Add to Project Status list
- Compile Project Information sheet and required documents
- Research and compile pertinent background docs

Kick-off

- Project Concept and Overview
 - We have an approved Scope.
 - Engineer and Design Coordinator to meet and discuss what the project intent is, where we're connecting to existing infrastructure, and general overview.
- Permit Requirements
 - What permits are needed.
 - What background info (as-builts, connection pressures, etc).
 - Who is going to request said info.
- Project Team Members (internal and external)
- Schedule / Milestones / Deliverables
- Budget / Manhours
- Change Orders / Scope Controls
- Pre-construction
 - Request & contact forms
 - Permit Books
- Construction Services
 - Shop drawings
 - Inspections to be conducted
 - Testing requirements
- Close-out/Certifications
 - Agency Checklists

Project Status Review

- Briefly discuss at weekly staff meeting
- More detailed team discussions and/or meetings as required.

Project Close-out

- Prepare as required by each agency and/or municipality

Project Design Procedure

Basic Background:

Project Name _____

Description/Type: _____

Location: _____

Section: _____, T _____, S _____, Range _____ E, _____ County)

In what municipality is the property located: _____

Does the Client own the property: _____

IF WE ARE PROVIDING PLANNING SERVICES:

Is the proposed land use consistent with the adopted Comprehensive Plan:

If not, the existing land use category is: _____

The intended use requires: _____

Is the property zoned for the intended use: _____

If not, the existing zoning is: _____

And the intended use requires: _____

Does the property lie within an "airport noise contour?" _____

Begin project when the following data is in-house

- Boundary, Topographic and Tree Survey, date received:
- Conversion from NAVD to NGVD from surveyor for plans:
- Site plan, date received:
- Geotech / other method of setting / confirming control elevation, date received:

Engineer must make sure a pdf copy of each of these is saved to the P-Drive in the Master File under "background documents"

Background Parameters:

Control Elevation / Basis of establishment:

Off-site contributing areas:

Separation from Saltwater:

Access: Legal access, adequate ROW, required improvements

Environmental: Wetlands, Submerged lands, Floodplains, Aquatic preserve, Wild and scenic preserve, Outstanding Florida waters, Class I and Class II waters, Threatened or Endangered species, hazardous waste

Engineer to read scope / determine flow volume using 64E-6

Water –

- Well or potable?
- Potable –
 - who is the provider? _____
 - Where are we connecting _____
 - As-builts of connection area _____

Sewer –

- Septic or sewer service?
- Sewer –
 - Gravity connection or lift station?
 - New lift station or existing?
 - If existing –
 - ❖ privately maintained or maintained by service provider?
 - ❖ As-builts
 - ❖ Connection pressure
 - ❖ Pump data
 - ❖ Existing Permit?
- Septic –
 - Building plans, including required fall through the plumbing system
 - Site evaluation form with WSWT per Health Dept?

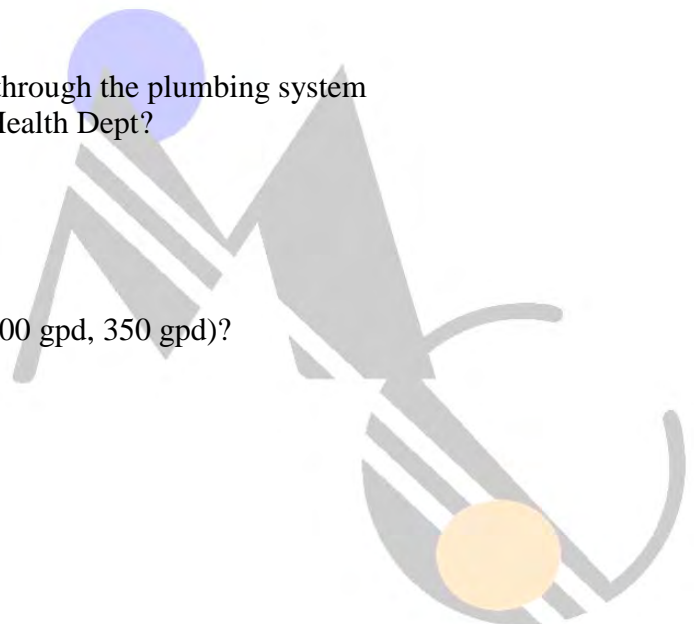
Municipal water / sewer –

Engineer to read their requirements:

- How do they calculate flows?
- What do they consider an ERC (250 gpd, 300 gpd, 350 gpd)?
- Is water flow equal to sewer or greater?

Irrigation –

- Well, lake (surface water) or IQ?
- Wellfield issues with well?
- IQ – pressurized system or not?



Data to be provided to Office Manager to set up Project Management sheet in master files

- List of team members: client, planner, survey, environment, traffic, legal...
- Engineer must know who the team members are, and what they do, for each project under their charge

Design Process:

Begin Project with Kick-Off Meeting:

- Upon project initiation, hold kickoff with Principle, Designer, and Office Manager. Essential items for the Kick-Off Meeting include: Scope, Manhours, Permit Application Checklists. At Kick-Off, the objective of the project and hours to complete will be reviewed, and project assignments shall be established

CAD –

- Provide area breakdown
- Clean up survey
- Set up sheets

Engineer –

- Establish control elevation – document in the files how it was established.
- Prepare drainage calcs
- Coord w utility provider for connection locations
- Sit down in design mtg with Production Manager, provide parameters:
 - ffe
 - min road
 - perimeter berm
 - connection locations
 - basic design concept - crown / inverted, high / low
- Let CAD Dept prepare plans then q/c ENTIRE set. Do not go to them for each markup.

QC Review:

Prior to submittal of a project, it shall be reviewed by someone other than the design engineer.

Permit Process:

- Engineer shall review scope / set up folder for each permit
- Engineer must be familiar with each agency and what is required. Review checklists. Have bookmarks on internet for code / requirements. Know where to find necessary information.
- Fill out permit information – the contact info should come straight from the team member sheet
- Coordinate with Permit Coordinator – she will send out the check requests & signature pages / compile the required documents.
- Prior to any submittals – the package MUST be reviewed by Permit Coordinator.

Requests for Additional Information:

- Copies of all RAIs shall be provided to Permit Coordinator upon receipt so the project status sheet can be updated.

- When an RAI is received, Engineer shall review and determine if any revisions to the stormwater parameters are needed. If so, provide the changes to Alex along with the entire RAI.
- Allow the CAD department to revise the plans – DO NOT REVIEW / MARK UP PLANS.
- Review plans after CAD has addressed stormwater revisions provided by Engineer and any other revisions required per RAI.
- Prior to any resubmittals – the package MUST be reviewed by Permit Coordinator.

Permits Required:	Submitted	Issued	Expiration Date
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Resources (should be bookmarked and used):

Municode: <https://www.municode.com/library/fl>

Martin County Checklists: <https://www.martin.fl.us/martin-county-services/development-review-checklists>

Martin County FDEP Forms: <https://www.martin.fl.us/martin-county-services/permit-applications>

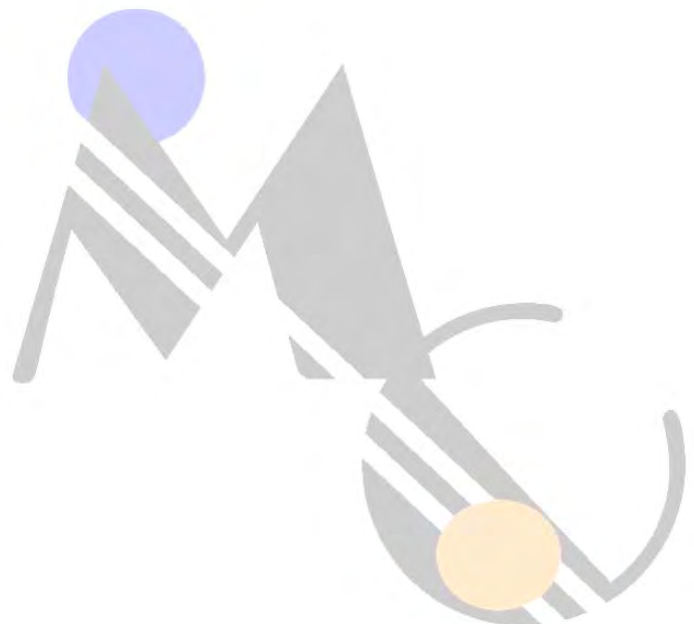
FDEP Apps: <http://www.dep.state.fl.us/water/forms.htm>

Martin County Proposed Developments: http://geoweb.martin.fl.us/Proposed_Developments/

Florida's Water Permitting Portal: <http://flwaterpermits.com/>

SunBiz: <http://dos.myflorida.com/sunbiz/search/>

SFWMD: www.sfwmd.gov



August 1, 2008

Quality Control Program

1. Introduction

In order to exercise an appropriate standard of engineering care, better serve our clients and reduce the potential for claims, it is the policy of The MilCor Group, Inc. (MilCor) to aggressively conduct routine quality control reviews of all engineering documents prepared by the firm prior to release. Engineering documents will at a minimum include: scopes of services, proposals, studies, permit applications, specifications, engineering calculations, construction drawings, opinions of construction cost, and construction agreement documents.

2. Responsibility

It is the responsibility of the President to formulate and update the quality control program, monitor compliance with the program, assign responsibilities for completing quality control reviews, train staff on how to conduct reviews, and measure the program's success.

Responsibility for ensuring that the quality control reviews are done rests with the Engineer of Record, Client Manager and the person who negotiated the Owner/Engineer agreement. If these three functions are being performed by more than one person, individual responsibilities will apply as set forth in the following:

- Engineer of Record, that individual in responsible charge of preparing the documents listed herein, is responsible for identifying a Quality Control Team (QCT) for approval by the President, scheduling quality control review milestones (including milestone dates and type of document to be reviewed), conducting quality control reviews of documents prepared under their responsible charge, making appropriate changes suggested by the QCT, and advising the President of training and quality control issues that need to be addressed.
- The Client Manager, that individual responsible for maintaining the Owner/Engineer relationship during the prosecution of the agreement, is responsible for verifying that the Engineer of Record has conducted the necessary quality control reviews before releasing them, assuring that the documents meet the needs and desires of the Owner, and aggressively communicating with the Owner on a regular basis regarding, such things as: permit/regulatory issues, design challenges, progress, compliance with the agreement for services, and fee status.
- The person who prepares and negotiates the Owner/Engineer Agreement for services is responsible to use MilCor's Standard Form of Agreement, preparation of a realistic

2672 S.E.
Willoughby
Boulevard
Stuart
Florida
34994

Phone
772-223-8850
Fax
772-286-7297

Email
marketing@
themilcorgroup.
com

Web
www.
themilcorgroup.
com

budget and schedule; including budget and time for completion of necessary quality control reviews. The budget and schedule must be discussed with and agreed to by the assigned Engineer of Record.

Ultimately, the responsibility for providing quality engineering services rests with all employees. We are human and mistakes will be made. However, we are all required to aggressively develop and maintain a work ethic that demands the highest degree of excellence expected of our profession. This applies to the work performed directly by each of us, providing assistance to others in achieving this goal, and reporting non-compliance, at any level, to the President. Further, this requires that each of us routinely double check the accuracy our work, document the design process, verify compliance with applicable design standards and communicate with other members of the design team.

3. Quality Control Team

The Engineer of Record will lead the QCT. Each QCT must include the Client Manager, at least one other engineer, a designer or engineer intern, a construction inspector, and a drafter. The engineer, designer or engineer intern, and drafter must not have been members of the design team. At the Engineer of Record's option, they can also obtain the services of an outside peer review consultant if this has been included in the Agreement for Services.

4. Coordinating a Quality Control Review

Follow the steps below in the order presented:

1. Develop the QC plan during negotiation of the Owner/Engineer Agreement and include budget based on the number of anticipated QCT meetings.
2. Identify milestones in the Owner/Engineer Agreement indicating when the QCT will meet.
3. Identify potential members of the QCT for the specific project to be reviewed and obtain approval of the President.
4. At all review milestones provide all review materials to the QCT four days prior to the planned meeting date and notify President and Client Manager of the meeting date.
5. Assemble the QCT, provide an overview of the process, review specific items to check, and discuss their comments.
6. Compile one list of the agreed-upon comments and one marked-up drawing set, report or other document being reviewed. Destroy all other review materials.
7. Provide the QCT comments to the design team for review and investigation.
8. Assemble the QCT and design team, discuss the review comments and compile a final list of changes to the reviewed documents. Destroy all other review materials and place the final review list in the file.
9. The Engineer of Record incorporates the changes to the documents and notifies the President and Client Manager that the process has been completed.

5. Examples of Items to Check

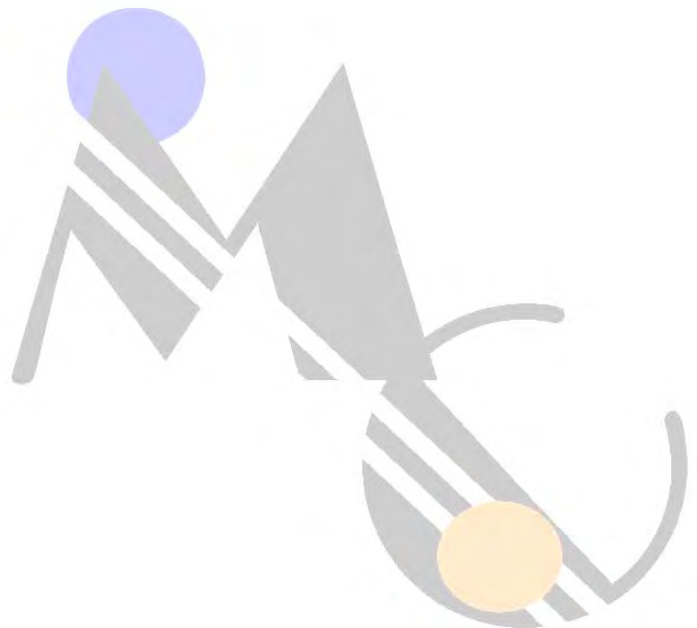
Since projects will vary in scope and character, a list of specific items to check must be created for each one. Following are some items that should be included in every review:

- Owner name, project information and engineer's data
- Format of the documents and organization

- Consistency with the scope of services and drawing control
- Clarity of the information and/or intended message of the text
- Spelling, grammar and symbols
- Compliance with applicable rules and regulations
- Calculations of sizes, capacities, slopes, volumes, areas, etc.
- Geometry of physical features, dimensions and component conflicts
- Compatibility with adjacent land uses
- Survey horizontal and vertical datum
- Detail dimensions, callout numbers/letters and specifications
- Constructability and consistency with standard construction techniques
- Adequate dimensioning for layout in the field and tolerances
- Consistency with easements and plats
- Coordination of details with plan sheets
- Concrete structure numbering
- Notes required by the Florida BPE rules

Authorization:

Melissa G. Corbett, P.E.
President



Field Notes/Inspection Report

Inspector: _____

Project Name:_____

Project Number: _____

Project Location: _____

Date: _____

Time: _____

Weather Conditions: _____

Site Status: active ☒ inactive ☐ completed ☐

Site Conditions: Acceptable: ☐ Unacceptable: ☐

In compliance with approved plan: yes: ☐ no: ☐

Individual(s) Contacted: _____

Written Comments:

Construction Budget and Schedule

1. Introduction

The importance of executing the project on schedule and within the anticipated budget is paramount to any project. In order to provide the most efficient design that addresses the project owner's needs, better serve our clients and reduce the potential for claims, it is the policy of The MilCor Group, Inc. (MilCor) to spend an appropriate amount of time with the project owner, listening to the goals and desires. This is the only way to start off with a clear understand that we are proceeding in the correct direction.

2. Responsibility

It is the responsibility of the President to formulate and update the Construction Budget and Schedule monitoring plan, monitor compliance with the program, assign responsibilities for completing quality control reviews, train staff on how to conduct reviews, and measure the program's success.

Responsibility for ensuring that the project is designed to meet the owner's goal rests with the Engineer of Record, Client Manager and the person who negotiated the Owner/Engineer agreement. If these three functions are being performed by more than one person, individual responsibilities will apply as set forth in the following:

- Engineer of Record, that individual in responsible charge of preparing the documents listed herein, is responsible for identifying major design components.
- The Client Manager, that individual responsible for maintaining the Owner/Engineer relationship during the prosecution of the agreement, is responsible for verifying that the Engineer of Record is moving in the correct direction assuring that the documents meet the needs and desires of the Owner, and aggressively communicating with the Owner on a regular basis regarding, such things as: permit/regulatory issues, design challenges, progress, compliance with the agreement for services, and fee status.
- The person who prepares and negotiates the Owner/Engineer Agreement for services is responsible to use MilCor's Standard Form of Agreement, preparation of a realistic budget and schedule; including budget and time for completion of necessary quality control reviews. The budget and schedule must be discussed with and agreed to by the assigned Engineer of Record.

3. Kick-Off Meeting

Prior to commencement of an engineering design project, the Engineer of Record must schedule a design Kick-Off Meeting with the design team and the Client Manager to review the Project Checklist. This Checklist must be filled out and kept in the project directory for future reference. Issues such as Survey Datum, Control Elevation, type of drainage system, type of roadway system all play a crucial role in both the layout and construction cost of any project.

There are few things as potentially disastrous to a project schedule and budget as unforeseen underground and soil conditions. Therefore, any geotechnical, archeological and hazardous waste reports must be distributed and reviewed during the Kick-Off Meeting. Should the Engineer of Record, or any other team member, believe that additional information is needed prior to commencement of the design, it shall be the responsible of the Client Manager to discuss this with the Owner before design commences.

4. Project Schedule

Based on the Project Kick-off Meeting, the Project Engineer will map out the steps using **Microsoft Project**, with tasks, durations, start and end dates, who is assigned to each task, and the timeframe. This allows us to easily identify critical path tasks, monitor progress and adjust for owner-driven changes.

5. Construction Budget

Upon 30% plans, the MilCor team must be preparing Engineer's Estimate for Probable Cost for review and discussion with owner. Team members must verify the detail and accuracy of the quantity takeoffs and other assumptions employed in establishing unit costs for each construction item. It is important in this process to obtain as many current bid tabulations as possible for similar work (type and quantity) completed in the project vicinity. As construction prices vary considerably over time; due to the amount of work available, number of available, qualified contractors, weather, time of year and materials cost (e.g. fuel, pipe and asphalt which are all affected by oil prices); the cost estimate should be reviewed several times during the design process to assess these impacts.

The Client Manager must then review the Estimate with the Owner to ensure that our design is continuing along the Owner's desired direction and within his budget. If the Estimate is exceeding the Owner's budget, The Client Manager must review value-engineering options with Owner – including why it exceeds his budget, and how potential changes will reflect his schedule and engineering design / permitting budget. A very effective way to contain costs is to scrutinize the types of materials and design configurations for each construction component. For example, selection of appropriate base thickness and material for paved areas, based on their intended use, can save a lot of money. If typical road base details call for limerock, equivalent strengths can be obtained by less expensive materials like shell rock or recycled concrete.

6. Construction Schedule

To avoid high bids, construction change orders and schedule delays, all projects must go through MilCor's **Quality Control Program** prior to letting the plans for bidding to make sure that the construction drawings and specifications are as clear and concise as possible.

The general rule is that the better the drawings and specifications, the lower the bids will be. To this end, MilCor always recommend a peer review of the documents prior to advertising bid requests to reveal items that are unclear or that can be replaced with lower cost components.

Schedule can be impacted greatly by the time of year and weather conditions. Accordingly, as much as possible, the Client Manager must work with the Owner to carefully select the construction commencement date for appropriate conditions.

Milcor's inspectors are not only well informed about the hands-on tasks of the inspection process, but also have a clear understanding of responsibilities and authority. It is the responsibility of the President to ensure that the two main objectives of construction inspection services are met:

- Provide the owner with assurance that the project has been completed in reasonably close conformity with plans and specifications.
- Acquire information on construction issues/conflicts so that the issues may be addressed and solutions to problems may be found.

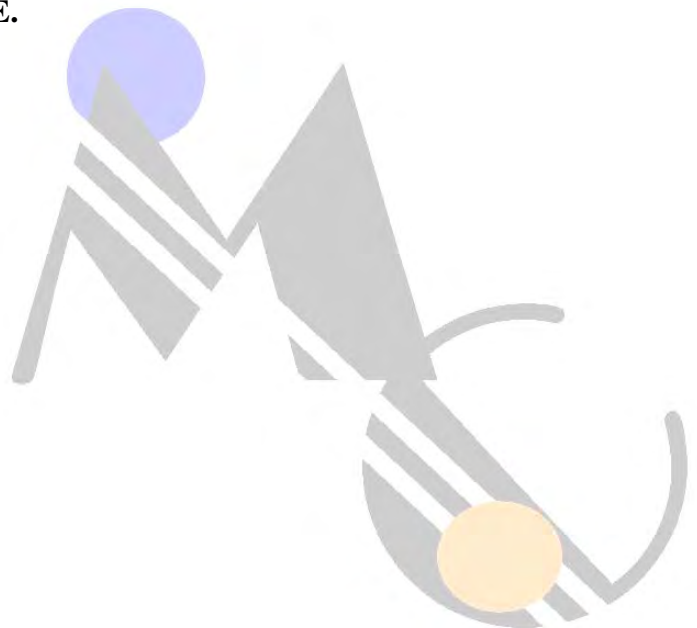
MilCor inspectors must be clearly focused on:

- Documenting the findings:
Our reports must be factual and value added
- Reporting the specific observations:
Generalities lead to confusion, speculation and glossing over the findings.
- Following-up:
We track and follow-up on areas of concern that we document.

It is the belief of MilCor that the above steps will aid in completed projects on-time and within budgets.

Authorization:

Melissa G. Corbett, P.E.
President



CERTIFICATION/CLOSEOUT CHECKLIST

Indiantown Company Utilities

Project Name:_____ Project No:_____

Description	Notes	Date Completed	Scanned (Initial)	Filed v
WATER TESTING REPORTS				
Water main Pressure Test				
Fire Flow Test				
Bacteriological test #1	Expires in 60 days			
Bacteriological test #2	Expires in 60 days			
Densities	S&S by Geotechnical Engineer			
Back Flow Prevention				
WASTEWATER TESTING REPORTS				
Force main Pressure Test				
Sewer Televising Report/CD				
Lift Station Start-up Log				
Lift Station O&M Manual				
Densities	S&S by Geotechnical Engineer			
Back Flow Prevention				
Infil/Exfil Test				
AS-BUILTS				
(3) Final Utility As-built 24 x 36 -S&S	Must match FDEP permit or note deviation(s)			
CD containing DWG and PDF				
TURNOVER DOCUMENTS				
Utility Acceptance Turnover Checklist	Initialed and signed by EOR			
Final Inspection Deficiency Punchlist	Provided by Indiantown			
Final Inspection Report	Note date of passing final inspection			
FDEP Water Form 62-555.900(9)	Signed by owner and S&S by EOR			
FDEP Wastewater Form 62-604.300(8)(b)	Signed by owner and S&S by EOR			
Bill of Sale	Signed by owner			
Materials list & costs - Exhibit B	S&S by EOR Attached to Bill of Sale			
Maintenance security	(if applicable)			
Contractor's Affidavit & Release of Lien	Contractor			
Contractor's Certification	Signed by Contractor			
Engineer's Certification	Signed by EOR			
Contractor's Warranty	1 year warranty			
EASEMENT(S)	Are any needed?			

State of Florida

Board of Professional Engineers

Attests that
The MilCor Group, Inc.

Is authorized under the provisions of Section 471.923, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201902169 R



CA Lic. No:

28246

State of Florida

Board of Professional Engineers

Attests that
Melissa G. Corbett, P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201916929 R



P.E. Lic. No:

59292

State of Florida

Board of Professional Engineers

Attests that

Kenneth M. Rau , P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

P.E. Lic. No:

Audit No: 228201901660 R

77738

**MARTIN COUNTY
BUSINESS TAX RECEIPT** ORIGINAL
Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Account 2010-513-0822 Cert PE59292
Phone (772)223-8850 Sic No 541310
Location 10975 SE FEDERAL HWY HS

Prev Yr	\$.00	Lic Fee	\$.00
	\$.00	Penalty	\$.00
	\$.00	Coll-Fee	\$.00
	\$.00	Transfer	\$.00

TOTAL \$.00 EXEMPT

Has satisfied requirements to engage in the business, profession

or occupation of **ENGINEERING FIRM**

at location listed for the period beginning on the

08 Day of **AUGUST**

AND ENDING SEPTEMBER 30 2019

**CORBETT, MELISSA
THE MILCOR GROUP INC
10975 SE FEDERAL HWY
HOBE SOUND, FL 33455**

801 2017 04098.0001 PAID



THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS
SUBJECT TO A \$250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10%
FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER
UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

2018 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P08000066120

Entity Name: THE MILCOR GROUP, INC.

Current Principal Place of Business:

10975 SE FEDERAL HIGHWAY
HOBE SOUND, FL 33455

Current Mailing Address:

10975 SE FEDERAL HIGHWAY
HOBE SOUND, FL 33455 US

FEI Number: 26-2959425

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORBETT, MELISSA GP
10975 SE FEDERAL HIGHWAY
HOBE SOUND, FL 33455 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name CORBETT, MELISSA G
Address 10975 SE FEDERAL HIGHWAY
City-State-Zip: HOBE SOUND FL 33455

Title SECRETARY
Name CORBETT, ROBERT W
Address 10975 SE FEDERAL HIGHWAY
City-State-Zip: HOBE SOUND FL 33455

Title DIRECTOR
Name TROVATO, G ALEX
Address 10975 SE FEDERAL HIGHWAY
City-State-Zip: HOBE SOUND FL 33455

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MELISSA SELECT CORBETT

PRESIDENT

01/15/2018

Electronic Signature of Signing Officer/Director Detail

Date


State of Florida

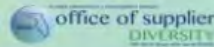
Woman Business Certification

The MilCor Group, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

01/11/2018 to 01/11/2020


Erin Rock, Secretary
Florida Department of Management Services



Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-0915 • www.dms.myflorida.com/osd

Certificate of Completion

Melissa G. Corbett

**Has Completed a Florida Department of Transportation
Approved Maintenance of Traffic (MOT) Advanced
Course.**

02/12/2019

Expiration Date

36

FDOT Provider #

Marshall Dougherty

Instructor

4855

Certificate #

UF University of Florida
Transportation Institute
Florida Transportation Technology
Transfer (T2) Center
UNIVERSITY of FLORIDA

T2 Center/University of Florida
2100 NE Wado Road
Gainesville, FL
T2toll.ce.ufl.edu
dkpage@ufl.edu



For more information about Maintenance
of Traffic (MOT) or to verify this
www.motadmin.com

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

The MilCor Group, Inc.

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

same

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

10975 SE Federal Hwy.

6 City, state, and ZIP code

Hope Sound, FL 33455

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number

____ - ____ - ____

or

Employer identification number

26 - 2959425

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

8.17.18

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

ATTACHMENT B

REQUEST FOR INFORMATION TO SUBMIT WITH IRS W-9 FORM

Federal Income Tax Law requires a Form 1099 with a valid taxpayer identification number to be filed for payments made in the course of conducting a trade or business. Further, these payments may be subject to Backup Federal Income Tax Withholding for all payees who have not submitted a correct Federal Tax Identification Number at the time of payment.

Please read this form and complete the information thereon before signing and **returning with a copy of your IRS W9 Form**. If you are a corporation, we will not issue you a Form 1099 (Reference: 1.6401-3(c)). However, kindly return this form to document your corporate status.

In order to avoid the possibility of future payments being held subject to Backup Withholding at a rate of 31%, please complete the form printed below and return this letter to the above address or E-mail request to: tsarno@indiantown.org.

VENDOR NAME The MilCor Group, Inc.

DBA: same

CORPORATE ADDRESS: 10975 SE Federal Hwy.

CITY: Hobe Sound STATE: FL ZIP: 33455

TELEPHONE: (772) 223 8850 FAX: (772) 223 8851 ALTERNATE PHONE: (772) 215 2280

"THE ABOVE INFORMATION WILL BE USED FOR PURCHASE ORDERS"

REMIT TO ADDRESS: same

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: (____) _____ FAX: (____) _____ ALTERNATE PHONE: (____) _____

COMPANY CONTACT NAME: Melissa Corbett

COMPANY/CONTACT EMAIL ADDRESS: melissac@themilcorgroup.com

TYPE OF ORGANIZATION

- | | | |
|--|---|---|
| 1. <input checked="" type="checkbox"/> Corporation | 3. <input type="checkbox"/> Sole Proprietor | 5. <input type="checkbox"/> Government Agency |
| 2. <input type="checkbox"/> Partnership | 4. <input type="checkbox"/> Individual | 6. <input type="checkbox"/> Other: _____ |

1099 REPORTING STATUS (Check One): ☐ Yes ☒ No

TAXPAYER IDENTIFICATION NUMBER:

Employer Identification Number: 26 - 2959425 (Or) Social Security Number: _____ - _____ - _____

Print name of Taxpayer if using SS#: _____


Under penalties of perjury, I certify that this statement is accurate and complete.

Signature: _____

Title: _____

Date: _____

Phone: _____

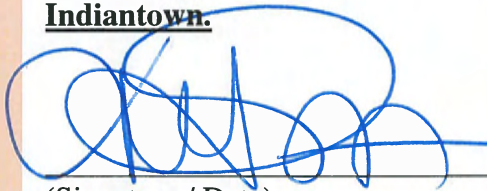
 Title: Melissa G Corbett, President
Date: 8.17.18 Phone: (712) 223-8850

Tab 8 – Prohibition Non-Collusion / Conflict of Interest Statement

I, **Melissa G. Corbett, President** of **The MilCor Group, Inc.**, do hereby certify that I have not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement with the **Village of Indiantown**, and that I have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for **The MilCor Group, Inc.** any fee, Council, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

I, **Melissa G. Corbett, President** of **The MilCor Group, Inc.**, do hereby certify that in connection with this solicitation, the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.

Further, I do hereby certify that there are no potential conflicts of interest, real or apparent, that myself, my employees, officers or agents **The MilCor Group, Inc.** may have due to ownership, other clients, contracts or interest associated with this agreement with the **Village of Indiantown**.

 8-17-18
(Signature / Date)

State of **Florida**
County of **Martin**

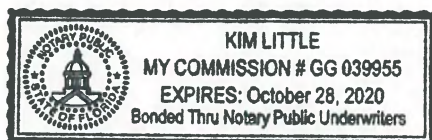
The foregoing instrument was acknowledged before me this 17 day of **August 2018**. By **Melissa G. Corbett, President**, of **The MilCor Group, Inc.**, a Florida corporation, on behalf of the corporation. She is **personally known to me**.

NOTARY PUBLIC

Notary Public: 

My commission expires: 10-20-20

Seal:



10975
Southeast
Federal
Highway
Hobe
Sound
Florida
33455

Phone
772-223-8850
Fax
772-223-8851

Email
marketing@
themilcorgroup.
com

Web
www.
themilcorgroup.
com

Tab 9 – Optional Information

MilCor Letters of Recommendation



August 20, 2018

To Whom It May Concern:

I am pleased to offer this letter of recommendation for Melissa Corbett, whom I have known personally and professionally for over 35 years. The MilCor Group has provided professional engineering services for many area projects over the years and are considered the "go to" engineering firm for many Indiantown property owners and developers. Milcor has an in-depth knowledge and professional relationship with the Indiantown Company (water, sewer, fiber) systems and with FPL and other utilities in the community.

Additionally, Melissa has been involved in the Indiantown community for many years and was very active in the incorporation process. Melissa sits on community boards and has donated time and money to several non-profits. It is my belief that Melissa and the MilCor team offer invaluable experience which would greatly benefit the Village of Indiantown's future growth and success.

Sincerely,

A handwritten signature in blue ink that reads "David Powers". The signature is stylized with a large, looping "D" and a cursive "Powers".

David Powers
Indiantown Realty
P.O. Box 38
Indiantown, FL 34956-456

10975
Southeast
Federal
Highway
Hobe
Sound
Florida
33455

Phone
772-223-8850
Fax
772-223-8851

Email
marketing@
themilcorgroup.
com

Web
www.
themilcorgroup.
com

SEABRANCH MANAGEMENT, INC.
BUSINESS, CONSTRUCTION, PROCESS AND PROJECT MANAGEMENT
REAL ESTATE CONSULTANTS AND BROKERS

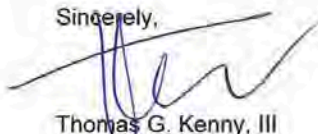
8340 SE Fazio Drive, Hobe Sound, FL 33455
(772) 220-9717, FAX (772) 220-9713
E-mail: tomseabbranch@aol.com

August 13, 2018

To Whom It May Concern:

We wish you to know that it has been our pleasure to work with Melissa Corbett, P.E., and her associates for over 14 years. Our satisfaction with her work is evidenced by our continued association. We are pleased with her prompt attention and response to our engineering questions. We value her advice and counsel. Her firm, The MilCor Group, produces a high quality work product at an exceptional value. Their broad range of MilCor's expertise has allowed us to use them on varied assignments and large projects, such as the Caulkins Water Farm Pilot and Expansion projects. We look forward to a continued professional relationship with Melissa and The MilCor Group.

Sincerely,



Thomas G. Kenny, III
President

Tab 10 – Addenda

Addendum #1

From: Teresa Lamar-Sarno <tsarno@indiantown.org>
Sent: Tuesday, August 14, 2018 7:43 PM
To: Melissa Corbett
Subject: Re: RFQ - Engineering

Melissa,
The following question was posed:

Please provide scope clarification regarding "Preparation of land acquisition documents".

Will legal services be needed as part of this scope?

The answer to this question is that legal services are not needed as part of this scope. The Village Attorney will prepare those documents.

Addendum #2

On Aug 14, 2018, at 4:29 PM, Melissa Corbett <melissac@themilcorgroup.com> wrote:

I do not believe the Village is on Demand Star yet. How will we know if an addendum is issued - will you email it out?

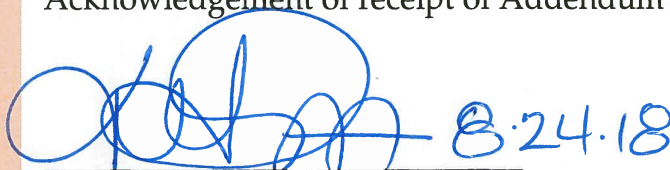
Also, the REI asks for Familiarity in the Stuart / Martin County area. Should this not be with the Village / Indiantown Area?

From: Teresa Lamar-Sarno <tsarno@indiantown.org>
Sent: Tuesday, August 14, 2018 4:44 PM
To: Melissa Corbett
Subject: Re: RFQ - Engineering

We are not on Demand Star. I have a question into Paul regarding an addendum, should get an answer today.

Yes, that is a good point. Indiantown is also in Martin County, thanks for the catch.

Acknowledgement of receipt of Addendum #1 & #2:



Melissa G. Corbett, P.E. Date

10975
Southeast
Federal
Highway
Hobe
Sound
Florida
33455

Phone
772-223-8850
Fax
772-223-8851

Email
marketing@themilcorgroup.com

Web
www.themilcorgroup.com

Professional Engineering Services for the Village of Indiantown

REI# 02-2018



Submitted to:

Village of Indiantown
Village Offices
16550 SW Warfield Blvd.
Indiantown, Florida 34956

Submitted by:

Bowman Consulting Group, Ltd.
301 SE Ocean Boulevard
Suite 301
Stuart, Florida 34994

Due: Thursday, August 30, 2018 at 2:00 pm

August 30, 2018

Village of Indiantown
16500 SW Warfield Boulevard
Indiantown, Florida 34956

RE: REI #02-2018 Professional Engineering Services

Ladies and Gentlemen:

We are pleased to have this opportunity to submit our response to the REI for Professional Engineering Services contract with the **Village of Indiantown**. Please find Bowman Consulting Group, Ltd qualifications and relevant experience concerning the **Village of Indiantown REI**. The Village will find working with the Bowman Team to be an advantage to the **Village of Indiantown** for the successful completion of tasks under this proposed contract.

We have the experienced management and technical staff on board to start projects immediately as well as have the capacity to commit our staffing through the duration of the contract. The primary contacts for the **Village of Indiantown** during the performance of our services will be Jerry Compton serving as the Principal in Charge, Eric Flavell, P.E., Project Manager and William Archebelle along with G. Mark Brockway P.E. providing technical expertise and Quality Assurance/Quality Control as Chief Engineer for Bowman Consulting's Florida operations and with the resources of our plus or minus 550 person firm.

The Bowman Team has the professional qualifications to assist the Town with the categories of work selected from the list in the RFQ. We have a history of performing our services on time working within the budget, and will require minimal direction from Town staff to perform these services. We understand that in performance of these services we become, in a sense, an extension of the Town. With this in mind, we have assembled a seasoned and well qualified team so these services are handled both professionally and expeditiously. These qualifications include experience in the preparation of roadway location or alignment studies, preparation of roadway design, preparation of land acquisition documents, preparation of a hydrologic & hydraulic studies, preparation of storm drainage system design, preparation of new or retrofit storm water management design, preparation of floodplain studies, preparation and procurement of requisite environmental permits, performance of traffic counts, preparation of traffic studies and analysis, preparation of maintenance of traffic design, preparation of structural studies and design for bridges, culverts and retaining walls, preparation of construction documents, preparation of cost estimates, preparation of construction plans for waterfront and marine facilities (docks, seawalls, river walks, upland support facilities), presentation to the council, staff, and the public of reports, plans, and exhibits, preparation of as-built plans and surveys, and the review of plans, specifications & estimates developed by others.

We are proud to present our team members as having decades of combined experience in the planning, permitting, design, traffic and transportation engineering, water and wastewater projects, stormwater management, construction observation services, surveying and mapping, and geodetic services. In addition to our extensive in-house engineering capabilities, we have **Cardno, Inc.**, hydrologic and hydraulic assessment and modeling, floodplain studies, environmental permitting; and **HJA Design Studio**, landscape architectural and urban design should the **Village of Indiantown** find a need for their services. These proactively developed relationships will provide the Village comprehensive project resources centralized around our Teams' decades of experience.

Bowman Consulting is a focused supplier of consultancy, engineering, planning, project management, and inspection services to our customers throughout Florida. From our 23 years in business, Bowman Consulting has acquired extensive experience in addressing clients' needs through: **superior Project management capabilities** – each team member has completed multiple projects; **expert design and permitting capabilities** – each member has significant experience in projects similar to the proposed list in the REI; **adaptability** – we understand “change” is a constant and team members are prepared to bring the project in on-time and within budget; **enthusiasm** – team members enjoy these types of projects and are committed to helping better their Florida communities; and **superior service** – our superior service is confirmed by maintaining continuing services for our recurring clients (municipalities, state agencies, and Fortune 500 companies).

Bowman Consulting is dedicated to the development and economic prosperity of local communities. Our commitment to the Florida communities we serve is reinforced through our active participation in various professional and civic organizations including: Economic Development Council, Treasure Coast Regional League of Cities, Florida Engineering Society, Florida Homebuilders Association, Florida Storm Water Association, the Southeast Stormwater Association (SESWA), American Public Works Association, the Florida Institute of Consulting Engineers, Society of Women Engineers, Florida Chamber of Commerce and the Florida Surveying and Mapping Society. Besides giving to organization's charities listed above, we are also a big supporter of several local charity groups including: Visiting Nurses Association, Martin County Humane Society, Friends in Pink, Children's Home Society, SPAM, Jensen Beach Soccer Club and many others. The commitment to our professions and communities extends to our professional and technical staff as well. We encourage, sponsor and support training classes in sound business practices, project management and advanced emerging approaches and technologies. Moreover, we remain on the leading edge of our professions by teaching approved academic programs and providing education seminars to our staff and peers. This type of effort by our staff reflects the initiative and innovative thinking that makes our projects successful.

Bowman is currently listed for Continuing Services for Martin County Public Works, Martin County CRA, City of Stuart Public Works, Town of Jupiter Island Public Works, St. Lucie County Storm Water, St. Lucie County Public School Board, Indian River County Public Works, City of Palm Bay Public Works, City of West Melbourne Engineering, Florida Department of Transportation, South Florida Water Management District, Florida Fish and Wildlife Conservation, Army Core of Engineers, Port of Palm Beach, and Kennedy Space Center.

The enclosed information describes our background and experience, and how knowledge gained from our performance with similar projects will be applied to accomplish and deliver the contract documents for Capital Improvement Projects assigned to us. It includes a discussion of our approach to work, our philosophy, our integrated QA/QC program, and how we apply scheduling and cost control to work we perform.

We look forward to the next step in the selection process. We have worked diligently over the last 23 years to cultivate our current relationships within the Treasure Coast and have been involved in a variety of projects throughout the local community. Bowman Consulting Group Ltd looks forward to serving the **Village of Indiantown** through our Stuart office.

Sincerely,

Jerry Compton
Principal

Bowman Consulting Group Ltd

jcompton@bowmanconsulting.com

301 SE Ocean Boulevard, Suite 301
Stuart, Florida 34994

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Tab 1

Company Qualifications

Bowman Consulting provides civil engineering, planning, surveying, environmental, landscape architecture, pipeline design, water/wastewater engineering, and transportation services to a variety of public and private markets throughout the United States. It also offers particular expertise in zoning, economic development and in land development/building regulations at the local, state and federal levels. The work of the firm includes commercial, industrial, educational, residential, retail, health care, recreational, utility, municipal, and federal projects.

Additional areas of expertise include:

- Master and Land Use Planning
- Development Feasibility Analysis
- Landscape Architecture
- Streetscape Design
- Design Guidelines and Development Standards
- Threatened and Endangered Species Evaluations and Surveys
- Economic Development Advising
- Preparation of roadway location or alignment studies
- Preparation of roadway design
- Preparation of land acquisition documents
- Preparation of a hydrologic & hydraulic studies
- Preparation of storm drainage system design
- Preparation of new or retrofit storm water management design
- Preparation of floodplain studies
- Preparation and procurement of requisite environmental permits
- Performance of traffic counts
- Preparation of traffic studies and analysis
- Preparation of maintenance of traffic design
- Preparation of structural studies and design for bridges, culverts and retaining walls
- Preparation of construction documents
- Preparation of cost estimates
- Preparation of Construction Plans for Waterfront and Marine Facilities (docks, seawalls, river walks, upland support facilities)
- Presentation to the Council, staff, and the public of reports, plans, and exhibits
- Preparation of as-built plans and surveys
- Review of plans, specifications and estimates developed by others
- Other customary Professional Engineering Services
- Stream Assessment and Restoration Design
 - • Water and Wastewater Engineering
- Construction Phase Services
- Surveying and Mapping / GPS
- ALTA Surveys
- 3D Laser Scanning and BIM Technologies
- Construction Stake-Out

Over its 23 year history, Bowman Consulting has grown from a 5-person company to an award-winning 500 plus person firm stretching across more than 12 states. Bowman would not be the firm we are today without the strong and trusting relationships we have with our teaming partners.

Bowman Consulting Florida Region consists of offices located in Stuart, Port St. Lucie, Melbourne, Fort Lauderdale, Tallahassee, Jacksonville, Orlando, and Tampa providing Professional Civil Engineering and Surveying and Mapping services across the State of Florida. In the past 23 years, we have completed successful projects in 51 of Florida's 67 counties. Bowman Consulting's clients benefit from a balance of deep resources, often associated with large firms, and the flexibility and quick response associated with smaller boutique firms. Our national experience results in the regional jurisdictional knowledge that our clients need to move projects through intricate approval processes. Although Bowman provides a multitude of services in-house for many of our contracts, we pride ourselves on presenting the strongest team possible for all of our projects which may require us to team with other consultants.

Since the company's inception in 1995, we have enjoyed sustainable growth and strength that are practically unrivaled in the industry. This growth provides professional opportunities for our staff and dedicates remarkable resources to projects of any size. Bowman Consulting's progressive culture attracts the industry's best and brightest people. Our focus, however, has remained on our clients and on providing them with high-quality, innovative, cost-effective, and efficient solutions to site and design challenges. From personnel to technology, we continue to offer and provide the best resources available in the industry.

Bowman Consulting has attracted national recognition, winning the 2010 GreenGov Presidential Award for the Fort Belvoir Residential Communities project, the Fairfax County Exceptional Design Award for the Fairfax Village Neighborhood Center at Fort Belvoir, a 'Project of the Year' award from Mid-Atlantic Construction for Cougar Upper Elementary School in Manassas Park, and a 2010 Fairfax County Land Conservation Award. Recognition has also come from publications and entities that include: Civil Engineering, Urban Land, Builder, the Washington Business Journal, ENR, Virginia Business, Point of Beginning, The Zweig Letter, Inc., and the Virginia Chamber of Commerce. For additional information, please visit bowmanconsulting.com. Bowman Consulting Florida Region has earned a multitude of local awards, for dedicated service to clients, community and educational involvement, for outstanding projects, and for individual achievements by our Engineers.

2016 - Metropolitan Builders & Contractors Assoc. of New Jersey Award of Excellence

2016 - Chesterfield County – Outstanding Achievement Award

2015 - HCCA Safety Award Winner

2010 - Construction Owners Associate of America – Project Leadership Silver Award for LCPS Tuscarora HS

2009 - Fairfax County Tree Conservation Award

2008 – Southeast Construction Best of 2008 Award "The Best Governmental Project in the Southeast United States for the Wakulla Correctional Institution in Crawfordville, Florida

2008 - Fort Belvoir Green Business Award

2006 – Lowe's Companies, Inc., "Excellence in Service" "Excellence in Service" Award for continuing civil engineering services

2005 – Florida Education Foundation "Diamond and Denim" Award for Outstanding Support of Education, Martin County School District Applicant

2004 - Florida Institute of Consulting Engineers (FICE), "Grand Award for Engineering Excellence" in the water resources category for the Salerno Creek Retrofit Facility which was the creation of a 23-acre regional stormwater detention pond and passive park to not only resolve stormwater issues in one of Martin County's oldest communities but help to promote redevelopment and revitalization of the area. The project also received a "National Recognition Award" from the American Council of Engineering Companies (ACEC) during the Engineering Excellence Awards Competition.

1998 - Florida Institute of Consulting Engineers (FICE), "Grand Award for Engineering Excellence" for our engineering and survey work on the East Fork Creek/Manatee Creek project located in Martin County, Florida, which included the restoration of an environmentally damaged waterway that drains approximately 3,000 acres of residential and recreational lands.

Bowman Team Members

Cardno, Inc. is a full service environmental consulting and infrastructure services organization with over 6,000 staff globally including over 2,500 staff and 100 offices in the United States. For more than 30 years, Cardno has provided services to a broad range of clients. Their staff includes a wide range of experienced, industry-specific experts in project management, environmental engineering and permitting, regulatory compliance, geology and geophysics, risk management, health and safety, remediation and restoration, toxicology, and environmental risk assessment. Cardno's team of experts takes pride in our reputation to provide straightforward solutions that address the complex challenges of project development and operation.

HJA Design Studio (HJA) is an award winning landscape architecture and land planning firm founded by Michael Houston, ASLA in 2010 located in Stuart, Florida. HJA has a wide array of expertise in areas of planning as broad as local government approvals, park design, eminent domain expert witness, resort and community planning and detailed landscape architecture. The firm has worked with hundreds of clients on all types and scales of projects throughout Florida and the Treasure Coast as well as around the world.

Since our founding, HJA has established a reputation for collaboration and achieving outstanding results through creative planning and design excellence whether in project approvals or physical design and construction. HJA provides clients with professional services that integrate planning and design with practical knowledge of project implementation. Our goal is to always add value to our client's projects and the communities they are located in. Assisting City and County clients to plan and design successful and memorable parks, streetscapes and green spaces has been a key part of HJA landscape architecture since our founding. We take great care to design both landscapes and hardscapes that meet all state and local codes and standards but are also attractive and maintenance sensitive.



The Cardno team brings extensive experience in a variety of environmental services including:

- Water resource and environmental engineering
- Hydrologic and hydraulic assessment and modeling
- Surface and groundwater quality enhancement
- Geomorphic assessments
- Watershed and stormwater management
- Environmental monitoring
- Terrestrial and wildlife biology
- Environmental, ecological, and wetland survey
- Federal and state Endangered Species Act compliance and conservation planning
- Habitat restoration
- Water quality, spill prevention and cleanup, erosion control, and site restoration
- Natural resource damage assessment
- Archaeology and cultural resources
- National Environmental Policy Act/ state equivalent compliance
- Environmental permitting and management
- Land use and recreational resources analysis
- FERC environmental resource reports
- Air quality and noise modeling/ assessment
- GIS services
- Pre- and post- construction monitoring
- Stakeholder engagement, community involvement, and public participation



www.hjadesignstudio.com

TECHNICAL SERVICES

HJA Design Studio has the expertise and ability to take every design through a detailed process that can be divided into the following:

- Master Planning
- Conceptual Design
- Schematic Design
- Design Development
- Construction Documentation

We also provide additional expertise in the Bidding process and Construction Administration if requested by the Client.

Professional Education

AS Engineering Technology, Palm
Beach Junior State College

AA Pre-Engineering, Indian River
State College

Professional Registrations

FDEP Qualified Stormwater
Management Inspector #16735

LAP Training Certification

Professional Affiliations

- Florida Stormwater Association (FSA)
- Economic Development Council,
- Treasure Coast Regional League of Cities
- Florida Engineering Society, Florida Homebuilders Association,
- Florida Storm Water Association, The Southeast Stormwater Association
- American Public Works Association,
- The Florida Institute of Consulting Engineers
- Florida Chamber of Commerce

Principal Areas of Expertise

- Team Management
- Budgets
- Quality Assurance
- Quality Control
- Project Management
- Roadway Design
- Water & Wastewater Distribution & Design
- Water & Wastewater Permitting & Construction Services
- Erosion Control
- Project Permitting
- Construction Administration
- Land Development

Mr. Compton serves as Branch Manager of our Stuart office with more than 30 years of experience in the civil engineering discipline. He has successfully led the Stuart office for 8 years. His experience includes planning, design, water and wastewater calculations, stormwater management system design, permitting, project management and construction management of multi-disciplined municipal, State, and private development projects throughout the State of Florida.

Stuart Avenue and Australian Street Drainage Improvements

Supervising Principle in charge for drainage improvements. The project will provide residential flooding relief for the City of Stuart residences adjacent to the intersection of Australian Street and Stuart Avenue. The project consists of 750 LF of roadway and drainage improvements. Specific tasks include: Design, Survey, Construction Service and As-Built.

Downtown Streetscape, City of Stuart, FL

Supervising Principle in Charge for the work included upgrading two blocks of Flagler Avenue and one block of Osceola Street. The work on Flagler Avenue was performed first and involved eliminating planters to add parking and upgrade the landscaping in the existing planters. This provided additional parking to offset the parking lost on Osceola Street. Osceola Street included outside dining areas, raised mid-block crosswalk and landscape enhancements with seating wall to provide resting area with a very small foot print. Along with aesthetics, drainage problems were corrected, geometrics improved, and HC ramps were brought up to current ADA standards.

Baker Road Sidewalk, City of Stuart, FL

Supervising Principle in Charge for the sidewalk improvements as part of an FDOT ARRA funded project.

Dixie Highway Sidewalk Extension; City of Stuart, Martin County, FL

Supervising Principle in Charge for the sidewalk improvements as part of an FDOT ARRA funded project. Martin County managed the project through FDOT's Local Agency Program.

Booker Park Neighborhood Restoration, Martin County, FL

Supervising Principle in Charge for the Design for drainage improvement for Booker Park / New Hope Subdivision consists of approximately ~ 33,000 lf or 6.25+/- miles of roadways. Project includes the replacement of drainage structures, adding drainage conveyance structures, drainage swales that need to be regraded, the existing driveway culverts cleaned/desilted and all of the existing "main line" corrugated metal pipes, within the County right of way (ROW) replaced with reinforced concrete pipes, pavement milling and resurfacing, and replacement of sidewalk and other ancillary items within the neighborhood. Specific tasks include: Design, Survey, Construction Service and As-Built.

Stuart Pavement Condition Evaluation, City of Stuart

Supervising Principle in Charge for the project which included a pavement condition survey, and an independent visual assessment that evaluated PCI (Pavement Condition Index), estimated area of point repairs and selected maintenance treatments for each reach of streets identified in the pavement condition survey. We worked with the city to select the maintenance treatments that were appropriate for the city. This information was presented to City Council and the plan was adopted.

Sailfish Splash Water Park; Stuart, Martin County, FL

Supervising Principle in Charge for site civil engineering for the County Aquatic Center consisting of four pools and associated pool and recreational amenities.

Professional Education

BS Civil Engineering, Oregon State University

BS Industrial Engineering, Oregon State University

Professional Registration

Professional Engineer

Florida #76826

California #33000

Nevada #6506

Oregon #15394

Professional Affiliations

American Society of Civil Engineers

- Past Business Practice Committee Chair
- Past Immerging Issues Chair
- Past President Santa Barbara/Ventura Branch

American Public Works Association

- Member

California Shore and Beach Preservation Association

- Past Member Board of Directors

Professional Achievements

- American Society of Civil Engineers, Fellow
- Institute for the Advancement of Engineers, Fellow

Mr. Flavell is conversant in facility planning, design, and construction management for site, road, water, sewer and drainage projects. Knowledge gained from these projects allows him to assemble effective project teams. Over his 35+ years, he has managed, designed, and was the EOR for over 100 projects.

Adjunct City Engineer, City of West Melbourne, FL

Mr. Flavell is acting City Engineer and responsible for review of development within the city, assisting with response to the various issues that come up for the city's infrastructure (water, sewer, roads and drainage) and handling the various tasks of the City Engineer.

Public Site Development

City of Santa Barbara CA, the award winning 8 acre Santa Barbara Railroad Station Historical Renovation and site development, award winning Santa Paula Railroad Station site renovation, Cater water treatment plant site improvements, Santa Barbara Fire Station No. 2, and the Santa Barbara Naval Reserve Center Site Improvements.

Public Street Improvements

Significant street reconstruction projects Mr. Flavell has designed and managed include, award winning Lower State Street a (3 block) design of the gateway to Santa Barbara CA and the waterfront, Main Street Revitalization (20 blocks) for the City of Santa Paula CA, Pancho Road Reconstruction (1 mile) for City of Camarillo CA, Las Posas Road and Intersection Reprofilling (3 blocks) correcting deficiencies for the most heavily traveled intersection in the City of Camarillo CA, Miller and Cook Streets Revitalization (3 blocks) at City Hall for the City of Santa Maria CA, Old Town Sidewalks Project (6 blocks) conforming to existing street and yards in a 50 year old subdivision in Thousand Oaks CA, Carrillo Hill Sidewalks (1 mile) master planned and broken into phases due to budget constraints for City of Santa Barbara CA. Downtown Streetscape project (3 blocks) and Drainage Improvements at Australia Street for City of Stuart, FL.

Mr. Flavell has substantial experience with the street construction services. He managed the three phase \$4.4 Million Airport Street Infrastructure project from design through construction, \$2.4 million Rancho Arroyo Street infill project and the \$1.8 million Downtown Area Streets Project for the City of Santa Barbara CA.

Pavement Maintenance

Pavement maintenance (surface treatments and in-place reconstruction) is a recognized area of Mr. Flavell's expertise. This experience includes road slurry seal, Micro Surfacing chip seal, cape seal, rejuvenating cape seal, large aggregate overlay, targeted point repairs (2' wide mill), and pulverization to name a few. He also has extensive experience with visual pavement evaluation, pavement repair, field marking, evaluation of alternative treatment methods, opinion of construction costs, scheduling, bid document preparation, life cycle cost evaluation and construction observation and testing. He completed a full evaluation of pavement condition and developed a long term pavement maintenance strategy for the City of Stuart, FL in 2016. He has designed a 3.6 mile Full Depth Reclamation Project for Indian River County, FL.

Utilities

Significant street reconstruction projects Mr. Flavell has designed and managed for the City of Santa Barbara, CA include: Evaluation of 8 Reservoirs, Cater WTP Sludge Beds, Cater WTP Slide Gates, Skofield Reservoir Replacement and P.S. upgrade, Sheffield Reservoir Alternatives Study and Temporary Reservoir Design and Final Reservoir Design, Via Lucero L.S. Upgrade, Linda Road L.S. Replacement, Braemar L.S. Replacement, Airport Sewer Master Plan; Projects for County of Santa Barbara, CA include: Goleta Beach Fire Line, Cachuma Water System Master Plan and multiple upgrade projects, Cachuma Reservoir No. 2, Lift Station No. 3 Replacement

Professional Education

BS Civil Engineering, University of
Florida

Professional Registration

Professional Engineer Florida
#61737

Professional Affiliations

Florida Engineering Society
Society of Women Engineers
(SWE)

Areas of Expertise

- Project Management
- Land Development
- Master Site Planning
- Stormwater & Water/Sewer
Design
- Stormwater Management
- Roadway Design
- Water & Wastewater
- Erosion Control
- Project Permitting
- Construction Management
- Construction Administration

Ms. Leonard has over 17 years of experience in all phases of civil engineering design, permitting and project management associated with residential, commercial and industrial land development projects. Her experience includes stormwater management systems, roadway and pavement design, water distribution systems, wastewater collection/transmission systems, construction cost analysis, construction observation, general contracting and construction management.

Dixie Highway Sidewalk Extension; City of Stuart, Martin County, FL

Sr. Project Manager for the sidewalk improvements as part of an FDOT ARRA funded project. Martin County managed the project through FDOT's Local Agency Program.

Booker Park Neighborhood Restoration, Martin County, FL

Sr. Project Manager for the design for drainage improvement for Booker Park / New Hope Subdivision consists of approximately ~ 33,000 lf or 6.25+/- miles of roadways. Project includes the replacement of drainage structures, adding drainage conveyance structures, drainage swales that need to be regraded, the existing driveway culverts cleaned/desilted and all of the existing "main line" corrugated metal pipes, within the County right of way (ROW) replaced with reinforced concrete pipes, pavement milling and resurfacing, and replacement of sidewalk and other ancillary items within the neighborhood. Specific tasks include: Design, Survey, Construction Service and As-Builts.

Chasewood Plaza Redevelopment, Jupiter, FL

Project Manager and Engineer of Record for the design, permitting and construction of the redevelopment of an existing commercial plaza. The project entailed assessment of client requirements and objectives, due diligence research, site planning, demolition, stormwater management, utility design and coordination and erosion control design. Ms. Leonard supervised the design of the horizontal control, demolition, striping and marking, traffic circulation with the site stormwater and utility improvements, cross sections, erosion control and driveway connection plans to the commercial redevelopment.

SW 288th Street and SW 137th Avenue, Miami-Dade County, FL

Ms. Leonard served as Project Manager and Engineer of Record for the design of utility and roadway improvements to SW 137th Avenue, a four-lane urban roadway. The improvements include one signalized and two non-signalized driveway connections to SW 137th Avenue, median modifications to lengthen the northbound left turn lane and to create two south bound left turn lanes, utility extensions through the intersection and along the roadway including 1,400 LF of 16" water main and 430 LF of 16" force main, sidewalk widening, power pole relocation, additional curb and gutter, milling and resurfacing the roadway and intersection and landscaping/tree relocations from the affected medians.

NW 79th Street, Miami-Dade County, FL

Ms. Leonard served as Project Manager and Engineer of Record for the design and permitting of utility and roadway improvements to NW 79th Street, a four-lane urban roadway located beneath an elevated rail system for the Miami-Dade Metrorail. The improvements include one signalized driveway connection to NW 79th Street, an eastbound right turn lane to the new driveway connection, various median modifications to lengthen two eastbound left turn lanes and a westbound left turn lane, close a median opening to lengthen another westbound left turn lane, 1,400 LF extension of the 12" water main through the intersection and along the roadway, additional curb and gutter, milling and resurfacing a portion of the roadway and intersection and landscaping/tree relocations

Professional Education

BS Agricultural Engineering, Cornell University

ME Agricultural Engineering, Cornell University

MBA Auckland University

Professional Registration

Professional Engineer
Florida #65661

FDEP Qualified Stormwater Management Inspector Registration #19505

LEED AP New Construction
Registration # CEE834D050

FDOT Advanced Maintenance of Traffic (MOT) Certification

Professional Affiliations

- Florida Engineering Society
- National Society of Professional Engineers

Mr. Reis has more than 26 years of local and international engineering and project management experience for both government and private clients, including a variety of utility infrastructure, roadway, and stormwater projects for residential, municipal, commercial, and agricultural sites.

Hobe Heights Neighborhood Drainage and Pavement Restoration

Sr. Project Manager for the design for drainage improvement for Hobe Heights Subdivision consists of 10.97+/- miles of roadway that are in need of being milled and overlaid. Project includes the replacement of drainage structures, adding drainage conveyance structures, drainage swales that need to be regraded, the existing driveway culverts cleaned/desilted and all of the existing “main line” corrugated metal pipes, within the County right of way (ROW) replaced with reinforced concrete pipes, pavement milling and resurfacing, and replacement of sidewalk and other ancillary items within the neighborhood.

SR 707 / Wright Boulevard Turn Lane, City of Stuart, FL

Engineer of Record for the turn lane improvements for SR 707 as part of an FDOT ARRA funded project. Martin County managed the project through FDOT’s Local Agency Program.

Community Rating System (CRS), St Lucie County, FL

Project undertaken as part of a St. Lucie County stormwater continuing services contract and included the CRS certification through FEMA to set flood insurance rates for County residents. Project included updating flood elevation certifications, identification of Flood prone areas, and public information outreach program through the County’s web site.

Jensen Beach Community Center, Martin County, FL

Engineer of Record for the civil engineering infrastructure portion for the new County building.

Seven Community Redevelopment Areas, Martin County, FL

These projects were completed for Martin County BOCC and involved the development of stormwater, water, and wastewater master plans to address existing deficiencies and future development for seven (7) different CRAs (totaling 7,351 acres). For the stormwater portion of the project, each CRA required review of existing data, analysis of existing conditions, and modeling of the stormwater systems which had little to no stormwater treatment and sometimes discharged into Florida Outstanding Waterways, presentation to Neighborhood Advisory Committees (NACs) and Martin County, and an analysis of the costs and possible funding mechanisms, a planning tool for the County to determine budget needs for the future Capital Improvement Plan, a 25 year maximum build-out plan, and identified improvements to be included in future redevelopment projects.

S.R. 707 / Wright Boulevard Turn Lane, City of Stuart, FL

Sr. Project Manager for the turn lane improvements for S.R. 707 as part of an FDOT ARRA funded project

Sailfish Splash Water Park; Stuart, Martin County, FL

Sr. Project Manager for site civil engineering for the County Aquatic Center consisting of four pools and associated pool and recreational amenities.

Sneed Road C66 & Sneed Road C64 Culvert Replacements, Fort Pierce, FL

Project undertaken as part of a St. Lucie County stormwater continuing services contract and included the replacement of two collapsed 60” culverts under Sneed Road for NSLRWCD canals 64 and 66.

Paradise Park Paving and Drainage, Fort Pierce, St. Lucie County, FL

Engineer of Record for a St. Lucie County project to renovate an existing subdivision in Fort Pierce by paving local roads, relocating utilities and constructing a stormwater system to provide water quality, runoff attenuation and flood control.

Professional Education

BS Civil Engineering, North
Carolina State University

Master of Civil Engineering, North
Carolina State University

Master of Business Administration,
University of North Florida

Professional Registration

Professional Engineer
Florida #30236

Professional Affiliations

American Society of Civil
Engineers

- Past Jacksonville Branch
President
- Past Florida Section President

Institute of Transportation
Engineers

- Member, First Coast Chapter

Urban Land Institute

- Member
- Past Member Northeast
Florida Board of Directors

Boys & Girls Club of Northeast
Florida

- Board Member

Professional Achievements

- American Society of Civil
Engineers, Fellow
- Institute of Transportation
Engineers, Fellow
- Northeast Florida Young
Engineer of the Year
- Northeast Florida Engineer of
the Year
- Leadership Jacksonville Class
of 2007

Mr. Robinson has over 40 years of experience with a broad range of public and private projects. This experience includes master planning, entitlements, studies, design, and construction services for a variety of infrastructure improvements. His principal expertise has been in the traffic engineering and transportation planning disciplines. Early in his career he developed and taught a 2-day workshop on Traffic Engineering to over 250 Department of Defense employees

Director of Public Works, City of Jacksonville, FL

Mr. Robinson served as Director of a 520-person Department with a total operating and capital budget of over \$200 million per year. Divisions under his direct supervision included: Engineering; Public Buildings; Right-of-Way & Stormwater Maintenance; Mowing & Landscape Maintenance; Solid Waste; Real Estate; and, Traffic Engineering. The Traffic Engineering Division was responsible for maintenance of over 1,500 traffic signals and was a participant in the review and approval of land development proposals.

Developments of Regional Impact, Statewide, FL

Mr. Robinson served as Project Manager and Principal-in-Charge of over 35 Applications for Development Approval and Substantial Deviations in various parts of Florida. While many of these engagements were full service, the majority focused on the evaluation of transportation and air quality impacts. These analyses were also coupled with extensive local government and regional staff reviews and public presentations.

Mobility Plan, Jacksonville, FL

Mr. Robinson served on the original Mobility Plan Task Force in 2011. This task force was responsible for developing the framework for the transition from concurrency to mobility planning as part of the Comprehensive Plan process.

Traffic Signal Design & Timing, Northeast FL

Over Mr. Robinson's career in Northeast Florida he has served as Design Engineer, Project Manager, and Principal-in-Charge for the design/re-design of over 1,500 traffic signals. These designs have included plan layout, structural design of pole systems, and initial timing plans.

Traffic Impact Studies, Northeast FL

Mr. Robinson has served as Project Engineer, Project Manager, and Principal-in-Charge of hundreds of traffic impact studies throughout Northeast Florida. These studies supported rezoning applications, FDOT driveway permit applications, and traffic concurrency evaluations associated with land development proposals.

Interchange Component Evaluation Study, Jacksonville, FL

Mr. Robinson was the Principal-in-Charge of analyzing the prioritization of interchange improvements earlier selected to be part of the Better Jacksonville Plan. This \$2.25 billion public infrastructure investment was approved by public referendum and included major modifications to 7 poor performing at-grade intersections to become grade separated.

Professional Education

BCE Civil Engineering, Auburn
University

Professional Registration

Professional Engineer Florida
#28331

Areas of Expertise

- Project Management
- Water Distribution System Design
- Wastewater Collection & Transmission System Design
- Permitting & Construction Services
- Lift Station Design
- Stormwater & Surface Water Management
- Roadway Design
- Land Development
- Agricultural Development

Mr. Brockway has over 35 years of experience in all phases of civil engineering design, permitting and approval associated with residential, commercial, industrial parks, recreational land development projects and water management capital facilities. His design and permitting experience includes surface water management systems, roadways, water distribution systems, wastewater collection/transmission systems, marine and recreational facilities, gated water control structures, canals and levees.

Leighton Park, Martin County, FL

Design of new boat ramps and parking area.

Oak Hammock Park, City of Port St. Lucie, FL

Design of a boat ramp and parking area on the C-25 Canal off of SW Villanova Road in western Port St. Lucie.

Cabana Point Water Main Extension, Stuart, FL

Design of a water main extension through the existing Cabana Point development.

Pinelake Village, Martin County, FL

Design of a water main extension through the existing Pinelake Village, mobile home community.

South Florida Water Management District

Section Leader for a design team consisting of civil, structural, electrical, mechanical and geotechnical engineers for design of new and repairs to existing District infrastructure. These projects included culvert replacements, new and existing gated water control structures, canal dredging and maintenance, canal bank armoring and repairs, levee design and repairs and habitat construction and restoration. Representative projects include:

- C-4 Canal Flood Protection Berm (Palmetto and Sweetwater Segments) – Design of two (2) segments of a flood protection berm along the north side of the Tamiami Canal (C-4 Canal) in Miami-Dade County.
- L-8 Divide Structure (G-541) – Design of a (3) barrel, gated water control structure in the L-8 Canal in Palm Beach County, to assist in the operation of the L-8 Flow Equalization Basin (L-8 FEB).
- Corbett Levee – Design of Phase 1 of a flood protection berm along the southerly boundary of the Corbett Wildlife Management Area to help alleviate high water levels and bank erosion in the adjoining Indian Trails Water Management District canal.
- Corbett Mitigation – Design of (3) low-water road crossings to help in re-establishing historic hydro-periods in an area adjacent to the Corbett Levee project.
- Independent Western Flow-way – Design of a flow diversion berm to eliminate flow short-circuiting through one of the STA's.
- Sam Jones/Abaki Prairie (C-139 Annex) Restoration – Phase 1A, design converting approximately 2,600 acres of former citrus grove area to historic Everglades habitat.
- C-51 Canal Bank Stabilization – Design of bank stabilization measures on the C-51 Canal to accommodate anticipated increased flows through the S-5AE Structure resulting from operation of the L-8 FEB.

Professional Education

BS Civil Engineering, Virginia

Military Institute

MS Systems Management,

University of Southern California

Professional Registration

Professional Engineer

Florida #82856

Virginia #028257

Maryland #32730

Texas #114710

Arizona #55478

Colorado #48689

North Dakota #9713

Mr. Baybutt has more than 36 years of knowledge and experience to the project management, design and construction processes. In addition to serving as a Branch Manager, Mr. Baybutt is the Manager of the Water/Wastewater Division serving all of Bowman's offices across the Country with Water and Wastewater Design Services. He is ultimately responsible for the production of all design documents, specifications, engineering reports, studies and analyses for projects developed by the Water/Wastewater Group. Mr. Baybutt leads the efforts on projects to include water treatment plants, water pumping and storage systems, elevated storage tanks and water distribution systems. In the area of wastewater systems these projects include wastewater treatment plants, pump stations and force mains, gravity sewer collection systems and vacuum sewer collection systems.

Riverland/Kennedy Water/Wastewater Study, St. Lucie County, FL

Mr. Baybutt serves as Project Director for this project. Bowman Consulting is providing a water and sewer analysis and hydraulic model for the proposed 3,845 acre development, consisting of approximately 11,700 residential dwellings. The water feasibility study will identify the peak hour demands, fire flow demands and pipe sizing for the site using the proposed location tie-ins to the City water system as shown on the Master Conceptual utility plan provided by the Owner. The sewer feasibility study will determine the peak wastewater flow rates, number of pump stations will be required to convey the wastewater offsite to the existing system. The study will determine the size and route of the pump station force mains using the hydraulic criteria established by the local jurisdiction. The WaterCAD software will be utilized for water hydraulic model. The SewerCAD will be utilized for sewer hydraulic model. The study will also present preliminary cost information for the proposed infrastructure.

Deltaville Sewer System, Middlesex County, VA

Mr. Baybutt serves as Project Director for the project to provide a central sewer collection treatment and disposal system for this waterfront community on the Chesapeake Bay. The system will be owned and operated by the Hampton Roads Sanitation District (HRSD). The project includes over 15 miles of collection system pipe lines. The planned collection system is a vacuum sewer system designed to ultimately serve over 1500 residential units within the community. The project includes the design of the vacuum system, including three independent vacuum pumping stations, approximately 5 miles of trunk forcemain piping, a wastewater treatment plant and subsurface disposal system.

Town of White Stone New Wastewater System, Lancaster County, VA

Mr. Baybutt, as Project Director led effort to conduct water and wastewater systems master planning to assist the community in planning for future needs of the community. Services included determining service areas; calculations of flows, projections and rates; evaluation of existing facilities and capacities; development of options for collection and treatment of wastewater to include vacuum sewer system low pressure collection system, gravity collection; construction estimates for options; and identifying funding options. Bowman is in the design phase of the project including the collection system, the wastewater treatment system and the subsurface disposal system.

Professional Education

Environmental Engineering
Coursework, University of Central
Florida

Professional Affiliations

WEF / FWEA

Principal Areas of Expertise

- A Stormwater Management
- Water and Wastewater Treatment
& Collection/Distribution
- Hydraulic Modeling & Analysis of
Vacuum & Low Pressure Sewer
Systems
- Horizontal Directional Drilling
- Pump Station Design &
Hydraulics
- Asset Management

Mr. Archebelle has over 24 years experience in civil engineering design and project management experience in civil engineering design including stormwater management, parking and sidewalk design, utilities, permitting and construction management. Mr. Archebelle is uniquely experienced in balancing the imperatives of local municipalities and civil design issues due to his extensive municipal and consulting experience. Mr. Archebelle has served as a utility engineer for Indian River County Utilities, and as the Commercial Development Manager for the City of Port St. Lucie.

Baker Sidewalk - City of Stuart, FL

Project management and Design of over 2,000 LF of pedestrian sidewalk ranging from 5' to 8' to provide safe pedestrian access and accentuate the Baker Street corridor. The project was an FDOT LAP funded project and was designed to meet FDOT, City, Martin County and ADA criteria due to overlapping jurisdictional responsibilities. Challenges included tight rights of way, existing drainage patterns and pedestrian routing through heavy traffic areas. Sidewalk locations, landscaping and lighting were designed to maximize pedestrian safety in both daylight and low light situations.

58th Avenue Full Depth Reclamation (FDR) Project, Indian River County, FL

Part of the design team for the rehabilitation of the existing pavement section of 3.5 miles of 58th Avenue (Kings Highway – CR613) between 57th Street and CR-510 utilizing an FDR process of recycling and reusing the existing roadway materials. The project included safety widening and constructing five-foot paved shoulders. The project also included design of left turn lanes on all approaches to the intersection of 69th Street and design of a new signalization of multiple intersections. Existing drainage and culvert extensions and replacement were designed as needed. Utility relocations were designed to accommodate the roadwork.

Development Reviews

Has provided and has been responsible for development reviews for numerous municipalities on both the Space and Treasure Coasts. Mr. Archebelle has provided development reviews for the City of Stuart, City of Port St. Lucie, Indiantown, Town of Sewall's Point, Indian River County, and the City of Palm Bay over the past 20 years. He has an in-depth knowledge of both design and stormwater management issues and knows how to work as part of the development process.

Park Manor and High Point Subdivisions, Martin County, FL

Prepared an in depth hydrological storm water analysis of the Park Manor and High Point drainage systems for Martin County to analyze and alleviate flooding throughout the subdivisions. The project included analysis of underlying permitting, topographical survey analysis and onsite evaluation of existing infrastructure, as well as recommendations for replacement or renovation of existing stormwater facilities.

St. Lucie County Administration Building, St. Lucie County, FL

Mr. Archebelle was responsible for storm water modeling and SFWMD coordination for the retrofit of the St. Lucie County Administration building parking lot to alleviate flooding. The project reconciled SFWMD discrepancies and involved municipal, FDOT, and ERP approvals.

Professional Education

BS Business Administration and
MBA from Robert Morris University

Professional Registrations

Florida Broker License Sept. 2018

PA Salesperson License

PA Notary

Professional Affiliations

- IRWA, SRWA Region 5 Vice Chair
- Ohio Chapter 13 and Pittsburgh Chapter 55 Past President
- Assoc. Member in all Northeast and Southeast Chapters
- ASHE Southwest Pennsylvania
- AAPL
- NALA

Dan Bucan has nearly 30 years experience in all aspects of the right of way process including eminent domain for state and local government, pipeline, electric, outdoor advertising and property management. He is active in real estate and maintains a salespersons license in Pennsylvania and is completing his broker requirements for Florida. He is knowledgeable of the real estate market along the east coast and central Florida.

Dan is an effective communicator and understands the need to coordinate with engineering, maintenance and construction on projects and works daily with permitting, environmental, utility and survey. He is able to use his understanding of municipal requirements to ensure compliance with state and federal laws and regulations.

He is a strong team leader and develops constructive relationships in order to meet milestones and deliver projects on schedule. His education and financial management skills allow him to work with the team to effectively budget and control costs while maximizing opportunities.

Multiple Pipeline, Electric, and Transportation Projects, Northeast U.S.

Responsible for the oversight, quality and coordination of multiple pipeline, electric and transportation projects in the Northeast for nearly 5 years with growth of over 800%. Duties included represent the company to various clients, customers, teaming partners and other industry professionals including project cost estimates and proposal preparation.

Marcellus & Utica Gas Development Projects, Multiple Locations, Pennsylvania

Responsible for real estate activities related to right-of-way projects, Marcellus and Utica gas development, right-of-way design-build activities and title report services. Provided coordination with PennDOT, ODOT, WVDOT, and VDOT processes related to highway occupancy permits, right-of-way plan development/interpretation and research/resolution of mineral title under highways.

Pennsylvania Department of Transportation, District 12, Pennsylvania

Responsible for the scheduling, planning, and directing of all right-of-way activities for the District and local municipalities in a four (4) county area. Supervised a staff of 10, employees and right-of-way consultants working in the District and coordinated with the Office of Chief Counsel, Central Office Right-of-Way Section and project engineers on right-of-way claims and litigation. Worked with local elected officials to advance project acquisitions and settle damage claims.

Multiple Acquisition/ Relocation Projects, Uniontown, Pennsylvania

Supervised acquisition, relocation, title services, property management/disposition and outdoor advertising activities within the District. Monitored, reviewed and provided training to employees and right-of-way consultants operating within the District. Provided acquisition, relocation, settlement, title, property management/disposition and outdoor advertising services within the District.

Professional Education

BS Geomatics, University of
Florida

BA Liberal Studies, University of
Central Florida

Professional Registrations

Professional Surveyor & Mapper
Florida #6841

Professional Certifications

- Intermediate FDOT
Maintenance of Traffic
- OSHA 10 Construction
Safety & Health NSC
CPR/First Aid

Professional Affiliations

- Florida Surveying &
Mapping Society – Indian
River Chapter
- Treasure Coast Builders
Association – Board of
Directors

Mr. Brickley has over 15 years of surveying experience including ALTA boundary surveys, PLSS retracement surveys, mean high water line surveys, right-of-way control survey and maps, GPS-RTK topographic surveys, Digital Terrain Models (DTM), contours and profiles, GIS mapping projects, and maintenance mapping. Mr. Brickley is a Past President of the Indian River and UF Student Chapters of the Florida Surveying and Mapping Society.

Southwood Topographic Survey, Martin County, FL

Bowman Consulting completed a topographic survey of the neighborhood drainage system for drainage improvements. This project included as-building the existing drainage features. Locating all improvements located within the right of way and establishing finish floor elevations of the structures.

Old Jupiter Grade Road, Martin County, FL

This Specific Purpose Survey of Jupiter Grade Road was performed in support of efforts to create an alignment for the centerline of the physical trail from the south county line to the western right-of-way line of CR-711/ Pratt-Whitney Road and continuing north and west to Kanner Highway. The survey was approximately 13.5 miles.

Bathtub Beach Boundary & Topographic Survey, Martin County, FL

Bowman Consulting completed a boundary and topographic survey of Bathtub Beach. This survey included establishing the mean high water line of the Atlantic Ocean and the maintenance limits of MacArthur Boulevard. A static GPS network was completed. All improvements were located and mapped. The erosion control line, coastal construction lines and FEMA flood zone lines were all shown on the survey.

County Road 714 Utility Relocation, Martin County, FL

While employed with a previous firm, Mr. Brickley was responsible for the supervision of construction layout and as-builts of utility relocations for on-going roadway widening and improvement projects on CR 714.

FDOT District IV, Jensen Beach Causeway Control Survey, Martin County, FL

Mr. Brickley was the Project Manager for this 2 mile right-of-way control project located in Martin County. Surveying services included setting control utilizing static GPS observations, developing the historic baseline alignment and existing right of way corridor with subdivision calculations, and development of a control survey.

Professional Education

AS Land Surveying, Palm Beach
State College

Professional Registration

Professional Surveyor & Mapper
Florida #5173

Professional Affiliations

- Florida Surveying &
Mapping Society – Indian
River Chapter
- National Society of
Professional Surveyors
(NSPS)

Mr. Barnes has 40 years of surveying experience including boundary surveys, topographic surveys, hydrographic surveys, as-built surveys, control surveys, right of way surveying and mapping, preparing legal descriptions and expert witness testimony. Prior to joining Bowman Consulting, Mr. Barnes was employed at the South Florida Water Management District (SFWMD) for 38 years managing the Survey and Mapping Section. During his time at SFWMD Mr. Barnes was ultimately responsible for surveying mapping services throughout the SFWMD's 16 counties. Since he commenced his employment at Bowman Consulting Mr. Barnes assumed the role of client service manager to Martin County in support of the current continuing survey and mapping services contract.

NW Australian Street & Stuart Avenue Drainage, Martin County, FL

Bowman Consulting is currently providing surveying services in support of the NW Australian Street & Stuart Avenue Drainage Improvements project. Surveying services include construction staking and as-built drawings, including control verification; benchmarks; and stakeout of silt fence, grade and off-set storm drain structures, and off-set swale bottom; as well as the preparation of as-built drawings.

Bathtub Beach Boundary & Topographic Survey, Martin County, FL

Bowman Consulting completed a boundary and topographic survey of Bathtub Beach. This survey included establishing the mean high water line of the Atlantic Ocean and the maintenance limits of MacArthur Boulevard. A static GPS network was completed. All improvements were located and mapped. The erosion control line, coastal construction lines and FEMA flood zone lines were all shown on the survey.

Bathtub Beach Specific Purpose Survey, Martin County, FL

As part of an on-call contract with Martin County, Bowman Consulting performed a specific purpose survey at Bathtub Beach. Bowman performed medium resolution scans with photos using the internal Leica C10 camera. Challenges with this project included obstructions from on-site construction equipment. Water also presented a challenge because its return is a void or a scattering of data points. Bowman Consulting is contracted to conduct additional surveys at Bathtub Beach utilizing the eBee Unmanned Aerial System (UAS) platform to document beach improvements. This survey will result in producing high resolution digital imagery, a 3 dimensional point cloud, ground contours and associated digital files.

Pratt Whitney Road 40 Acre Boundary Survey, Martin County, FL

Bowman Consulting performed surveying services to establish and monument the boundary of this 40-acre parcel of land. Bowman also located external improvements including Seminole Pratt-Whitney Road, power lines and fences within 5 feet of the boundary.

Education

- BS, Accounting, Penn State University

Professional Certifications

- Intermediate FDOT Maintenance of Traffic
- OSHA 10 Construction Safety & Health NSC CPR/First Aid
- Veriforce Operator Qualifications
- CSX Contractor Safety and Roadway Worker Protection Certification

Mr. Bachman has over 30 years of SUE and surveying experience including designating, locating and surveying of underground utilities, field crew training and coordination, processing of raw data, review of field notes and reports and preparation of client deliverables. His experience includes DOT contracts, design/builds, and county/municipal continuing service contracts.

Solid Waste Authority of Palm Beach County, Pam Beach County, Florida

Mr. Bachman was responsible for the designating and surveying of all SWA owned underground utilities within the property limits of the main landfill location on Jog Rd. and six strategically placed transfer stations throughout Palm Beach County. His duties also included responding to all Sunshine State 811 dig tickets within the allotted 48 hours to ensure that all private facilities were clearly identified and protected against damage from construction activities. His dedicated efforts in responding to over six hundred dig tickets resulted in zero damages to all SWA owned underground utilities.

FTE Sawgrass Expressway Design Project

Mr. Bachman was responsible for the designating and surveying of all underground utilities, including Turnpike ITS between Sunrise Blvd and Atlantic Blvd for the addition of express lanes and interchange improvements. Other improvements along this corridor included drainage, signing, signalization, sound walls and guardrail.

FDOT District IV, Flagler Memorial Bridge Replacement

Mr. Bachman participated in and oversaw all field operations with regards to the designating and locating of all existing underground utilities in the design phase of plans to replace the existing bridge with a new bascule bridge connecting the Town of Palm Beach with the City of West Palm over the Lake Worth Lagoon and Intracoastal Waterway. Another key component to this project was the removal of the Flagler Dr. overpass which was to be replaced with an at-grade intersection. Critical existing conflict information was provided for utility relocation, drainage improvements, traffic signalization and intersection design.

FDOT District IV, I 75 Express Lanes

Mr. Bachman completed comprehensive SUE/Survey designating and locating for underground utilities for Segments A/B, C & D along I 75 in Broward County. The purpose of this project is to improve mobility, relieve congestion, provide additional travel options and accommodate future growth along this corridor. Approximately 12 miles in length, this project included design and construction of travel lanes, drainage relocation and improvements, Turnpike ITS upgrades and relocation, sound walls, lighting and signage.

FTE, Homestead Extension of Florida Turnpike

Mr. Bachman was responsible for all SUE operations involving the design and construction of improvements along the Turnpike Extension from SW 40th St north to NW 106th in Miami-Dade County. This 12.5-mile corridor is part of the overall plan to provide motorists with additional travel options within Florida's Turnpike System. Upgrades include, widening, express lanes, electronic tolling, sound walls, improved drainage, signage, signalization and interchange improvements along the mainline and arterial roadways.

Ananda Kelley, PE

Current Position

Structures Practice
Group Manager

Discipline Areas

- > Structural Engineering
- > Transportation

Years' Experience

16

Joined Cardno

2016

Education

- > MS, Civil Engineering,
University of Texas,
2003
- > BS, Civil Engineering,
University of Texas,
2001

Professional Registrations

- > Professional Engineer, Florida

Affiliations

- > Florida Engineering Society's Florida Engineering Leadership Institute Class of 2015 Graduate
- > FDOT Mutual Gains Negotiations Training
- > FDOT Critical Structures Construction Issues Training

Summary of Experience

Ms. Kelley has 16 years of extensive experience in structural engineering. Her vast experience with bridge design includes the design of continuous steel girder bridges, pre-stressed concrete girder bridges, and cast-in-place concrete bridges for multi-level interchanges, grade-separation interchanges, and coastal and riverine water crossings. In addition to bridge design, she also has experience with miscellaneous structures design, bridge rehabilitation, and existing bridge load ratings. Her miscellaneous structures design experience includes signal structures, retaining walls, box culverts, and additional marine structures. In Ms. Kelley's consultant experience, she has served municipal clients throughout the State of Florida and all seven Districts of FDOT including the Turnpike.

Significant Projects

Project Manager – Gordon River Connector Bridge and Boardwalk – Florida

Ms. Kelley managed the design of the bridge and boardwalks that provide a connection for the area's beaches, parks, rowing community, environmentalist, and trail users. This overpass provides a continuation of the Greenway Trail to Freedom Park and beyond to the north. The design requested by the City was for both the east and west boardwalks to be composed of 10-foot spans. The west boardwalk was modified to reflect the lighter vehicle load. The east side of the boardwalk was constructed utilizing the top-down construction technique to minimize construction impacts to surrounding conservation area. Ipê wood was used to create decorative rails and decking for the boardwalks.

Project Manager – Moore's Creek Seawall Replacement – Florida

Ms. Kelley managed the design plans and preparing final construction plans for replacement of the seawalls along both sides of Moore's Creek. She oversaw seawall design, construction plans development, supplemental geotechnical investigation and analysis, permitting, coordinating with various utilities owners, and construction engineering and inspection.

Project Manager – Bayport Pier Replacement – Florida

Ms. Kelley led the design services and construction plans preparation for the demolition and reconstruction of the Bayport Pier. A Structural Condition Assessment was made of the pier and it has been deemed to be non-reparable. The County has received approval from the Federal Emergency Management Agency to move forward with tearing down and replacing the Bayport Pier, in kind, with a new timber structure.

Project Manager/ Engineer of Record – Chokoloskee Bridge Project – Florida

Ms. Kelley led a Cost Savings Initiative for the CR 29 over Chokoloskee Bay bridge replacement in Collier County. The Cost Savings Initiative includes redesigning the bridge to resist the wave forces in a more efficient manner than the originally designed structure. The project is anticipated to save a total of \$1 million from the original bridge design.

Project Manager/ Engineer of Record – Rye Road Bridge Widening – Florida

Ms. Kelley managed the bridge widening of the North – South Corridor connecting SR 64 to SR 70. Manatee County tasked Cardno with widening the two bridge structures along the corridor, Bridge No. 134025 and Bridge No. 134026 over Branches of Mill Creek. The bridges are precast flat slab unit structures supported on 12 inch pile foundations of

unknown depth. The bridge widenings will be supported on steel H-piles in an effort to minimize vibrations on the adjacent existing bridge foundations during construction.

Deputy Project Manager – No Name Key Bridge Repairs – Florida

Ms. Kelley helped lead this project included repairs to the bridge over Bogie Channel connecting Deer Island to No Name Key in the Florida Keys. The bridge had suffered extensive corrosive damage to its location in this extremely aggressive environment. Bridge rehabilitation included concrete deck repairs, bent cap repairs, and pile jacketing. There was also an emergency repair involving bridge jacking due to loss of bearing area under an exterior beam. Permitting of the project was a key issue due to the bridge's location in the Florida Keys National Marine Sanctuary.

Project Manager – Citywide Seawall Inspection – Florida

Ms. Kelley is leading the inspection and categorization of the length of the City-owned seawall. Currently Cardno is inspecting Phase I of the seawall project, which includes approximately 13,000 linear feet of the City's overall 75,000 linear feet of seawall. Cardno structural engineers are collaborating with its in-house asset management staff to provide the City with a GIS-based data set of the wall assessments.

Senior Project Manager – Roser Park Downtown Creek Wall Replacement – Florida

Ms. Kelley managed the creek wall evaluation and design. Performed the inspection and assessment of the existing deteriorating walls and developed replacement plans for the downstream section of the channel. The walls will be replaced with sheet pile walls to limit excavation, reduce impacts to adjacent utilities, and maintain traffic. Due to the proximity of residences, sheet installation will only be allowed with the press-in method. Vibrating and driving methods will be prohibited. The final construction of the walls will match the existing geometry and aesthetics in order to fit within the historic neighborhood. Specific tasks included condition assessment/evaluation and detailed design of demolition and construction. Also providing bidding, on-site monitoring, and construction phase services.

Senior Structural Engineer – Marina Dredging and Dock Structural Timber Piling Evaluation and Design – Florida

Ms. Kelley managed the structural design, plans and specifications for timber piling replacement, timber pier replacement, and floating dock replacement. Maintenance dredging efforts and proper siltation controls were also included.

Structural Project Manager – Shore Boulevard Vinyl Wall and Streetscape – Florida

Ms. Kelley managed seawall design improvements and complete streetscape along Shore Boulevard. She provided full structural design services and is currently overseeing construction and installation of the vinyl sheet piling. This wall will be used to extend the existing concrete sheet pile walls for roadway approach embankment control proposed in the construction plans. This vinyl sheet pile wall has a concrete cap with corrosion resistant MMFX reinforcing steel.

Structures Engineer – Whitcomb Bayou Revetment Evaluation – Florida

Ms. Kelley evaluated the feasibility of installing a multi-use path along Whitcomb Bayou to serve as a vital link in the planned connection of the Pinellas Trail to the beaches of Tarpon Springs. This task intended to identify alternatives for confronting the challenges of installing a path around Whitcomb Bayou, and included an evaluation with recommendations. Scope included site visits, data collection, report preparation, and presentation of findings.

Christopher Knox, PE

Current Position

Drainage Engineer

Discipline Areas

- > Drainage Engineering
- > Transportation
- > Roadway Design

Years' Experience

14

Joined Cardno

2015

Education

- > BS, Civil Engineering, University of South Florida, 2001

Professional Registrations

- > Professional Engineer, Florida

Summary of Experience

Mr. Knox has 14 years of experience serving as a drainage engineer for transportation projects in Florida. His responsibilities and expertise include development of drainage design concepts and alternatives; analysis, preparation, and design for pond siting reports; stormwater collection system design for open and closed conveyance systems; and hydrology and hydraulic analysis and computer modeling. He also specializes in permitting including Environmental Resource Permits, drainage connection permits, driveway connection permits, and the US Army Corps of Engineer permits; roadway design including horizontal and vertical alignments; pavement design; access management; signing and pavement marking; traffic control design; and coordination of plans production. Mr. Knox is proficient with Florida Department of Transportation standards and indices, and design tools such as Interconnected Channel and Pond Routing Model, POND5, MicroStation, Projectwise, GeoPak, AutoTurn, and the Florida Department of Transportation bar menu and QC File Checker.

Significant Projects

Project Engineer – SR 688 from 49th Street to the East Roosevelt Interchange – Florida

Mr. Knox provided key engineering support for drainage modifications, typical cross sections, maintenance-of-traffic plans, and roadway construction plans for milling and resurfacing of this six-lane to eight-lane facility.

Drainage Engineer – Bryan Dairy Road from Starkey Road to 72nd Street N – Florida

Mr. Knox oversaw the design and analysis of the widening/ reconstruction of 1.5 miles of Brian Dairy Road from four lanes to six lanes urban section with turning lanes in this industrial/residential mix district. The drainage design included storm sewer system, hydrology and hydraulic analysis, stormwater management facilities, and environmental permitting.

Engineer – SR 590 from West of Graham Drive to Marilyn Street – Florida

Mr. Knox investigated flooding complaint concerning offsite flooding adjacent to SR 590. Runoff from the roadway was discharging directly into offsite residential properties. Analysis of the surrounding drainage patterns was performed and alternatives were presented to minimize the roadway runoff from discharging offsite while also providing calculations verifying no adverse impacts to existing stormwater facilities.

Engineer – SR 590 from West of Fern Terrace Drive to Oak Haven Drive – Florida

Mr. Knox investigated a flooding complaint concerning offsite flooding within an adjacent residential property. Analysis of the surrounding drainage patterns discovered that this residential property had been vacant and been recently developed. It was verified that this property had been the historic low point within the basin and found that offsite flooding was not occurring as a result of Florida Department of Transportation activities and recommended no action.

Drainage Engineer – Columbus Drive Extension – Florida

Mr. Knox served as the engineer for this design-build project involving design and construction for a new 0.9-mile-long, four-lane divided urban roadway. The project includes four-foot bicycle lanes in each direction and a six-foot sidewalk along both sides of the roadway. The project also includes underground drainage, stormwater treatment

ponds, floodplain compensation, signing and pavement marking, roadway lighting and traffic signals, and an environmental mitigation area. This is a design-build project with a very aggressive schedule. The project received the American Public Works Association, Florida Chapter Project of the Year Award for 2010.

Drainage Engineer – Metro Parkway Project – Florida

Mr. Knox provided key support in the design of a 235-foot double-barrel box culvert extension using Load Factor Design. The culvert extension falls beneath 30 feet of fill as it passes under the approach mechanically stabilized earth walls. Assisted with design and analysis of the superstructure and substructure of this three-span bridge over Seminole Gulf Railroad and Ten Mile Canal using Conspan and RC Pier software. He also assisted with the alignment and geometry of the bridge to accommodate right-of-way restrictions and was involved with preparation of Utility Adjustments plans in Sections One and Two.

Project Engineer – SR 70 from 80th Avenue to St. Lucie County Line – Florida

Mr. Knox oversaw the analysis for the pond siting report. His drainage design included hydrology and hydraulic analysis for stormwater management facilities and floodplain mitigation design for the widening a local facility.

Project Engineer – CR 578 Project – Florida

Mr. Knox was responsible for assisting in the roadway design, including side street vertical and horizontal alignments, driveway design, directional median openings / access management and proposed utility relocations. The project included widening and reconstruction of the existing two-lane rural section to a four-lane suburban section.

Project Engineer – Edgewood Drive Project – Florida

Mr. Knox served as the engineer for the design of a horizontal and vertical alignment for this 1.1-mile roadway project including reconstruction of an existing roadway and alley as well as connection of roadway. The drainage design includes open and closed conveyance systems, hydrology and hydraulic analysis, stormwater management facilities and environmental permitting.

Drainage Engineer – SR 50 from US 19 to Mariner Boulevard – Florida

Mr. Knox was responsible for analysis for the pond siting report. The drainage design included hydrology and hydraulic analysis for stormwater management facilities and preparation of Environmental Resource Permit package. The project included the implementation of percolation effects into a complex model, which incorporated the project limits. The watershed model contained over 100 subbasins and 400+ reaches as well as coordination with an adjacent project draining to our facilities.

Drainage Engineer – Brandon Parkway Project – Florida

Mr. Knox served as the drainage engineer for design of a reinforced concrete drainage inlet structure cap using ACI requirements. He also designed footing for a 24-foot landscape column at the crossing of Brandon Parkway and Lumsden Road.

Project Engineer – 15th Street East/ 26th Avenue East Intersection Improvements – Florida

Mr. Knox served as the project engineer for a Conceptual Design Report to develop and evaluate traffic circulation alternatives. Services include final design, permitting, construction phase services and replacement of existing asbestos-cement water lines along 26th Avenue.

David Kelly, PG

Current Position

Senior Consultant

Discipline Areas

- > Project Management
- > Hydrogeologic/Water Resource Supply Planning/ Investigations
- > Groundwater Flow Modeling and Analysis
- > MFL Impact Analysis
- > Resource Vulnerability Analyses
- > Water Quality Monitoring
- > Alternative Water Supply Planning Site Suitability Analysis and Modeling
- > Water Quality/ Flow Modeling
- > Groundwater Flow Modeling and Integration with GIS
- > Environmental/ Contamination Assessments
- > Sustainability Analysis
- > GIS/GPS Technology
- > Water Use Permitting

Years' Experience

20

Joined Cardno

2007

Education

- > BS, Geosciences, State University College of New York at Buffalo, 1995

Professional Registrations

- > Professional Geologist, Florida

Summary of Experience

Mr. Kelly is a senior project manager with 20 years of hydrologic and hydrogeologic experience. He has extensive experience in water quality data collection, development of monitoring plans, collection, compilation, and interpretation of rainfall data and river stage and spring discharge measurements. Mr. Kelly has expertise in water supply planning, hydrogeologic investigations, groundwater modeling, minimum flow and level (MFL) impact analysis, production and monitoring well network design, aquifer performance tests, aquifer storage and recovery systems, underground injection control permitting and water use permitting. As a senior project manager, Mr. Kelly is proficient in project and personnel management, the preparation of work breakdown structures and budgets, technical writing, report preparation, summary documentation and presentations. Mr. Kelly is a licensed professional geologist in the states of Florida, North Carolina, and Texas.

Significant Projects

Senior Project Manager – City of North Port Aquifer Storage and Recovery Permitting and Cycle Test – Florida

Mr. Kelly is the project manager oversee hydrogeologic, engineering and permitting services for the development of the City of North Port Utilities Aquifer Storage and Recover system. Cardno is helping the City develop an alternative water supply which will allow for the storage of raw surface water into an underground source of drinking water. The surface water will be stored underground until needed to supply the City's Myakkahatchee Creek water treatment plant during the dry season or peak demands. Cardno will design and oversee construction of the surface water intake, filtration, well recharge, and recovery systems. Mr. Kelly will conduct operational testing of the system which will include the recharge of 120 million gallons of surface water with initial recovery of 60 million gallons in the summer-fall of 2018. This is an innovative project as it is the first aquifer storage and recovery system in the southeast to use raw surface water for recharge of an underground source of drinking water. This project has provided opportunities for Cardno to bring state-of-the-art approaches to utilizing a highly urbanized watershed with excessive fluctuations in flow as a source of recharge water. Cardno is also providing innovative solutions to the challenge of arsenic mobilization that occurs due to the introduction of oxygenated surface water into the carbonate based aquifer storage zone.

Senior Project Manager – Sarasota County Deep Injection Well Permit Renewal – Florida

Mr. Kelly is the project manager oversee the renewal for a 5-year underground injection control operating permit of a Class I, deep injection well, for IW-2 at the Venice Gardens Water Reclamation Facility, in Sarasota County. This work involved conducting an area of review evaluation, review and document IW-2 operational data in graphical outputs, review and evaluation of mechanical integrity testing, updating plug and abandonment plans and review and evaluation of all groundwater monitoring data.

Senior Project Manager – Northwest Florida Water Management District Saltwater Intrusion – Florida

The Northwest Florida Water Management District contracted with Cardno to develop strategies to minimize the impact of saltwater intrusion in the Floridian aquifer in the

- > Professional Geologist, North Carolina
- > Professional Geologist, Texas

Affiliations

- > Water Environmental Federation
- > American Institute of Professional Geologists

western portion of the Florida Panhandle. In this effort, Mr. Kelly was the project overseeing the development of a regional integrated groundwater and surface water flow model using MODFLOW-Unstructured Grid, and model report documentation. The model domain expanded from Florida panhandle thru south Alabama. The model will be used for MFL development as well as regulatory permitting purposes. Mr. Kelly is also overseeing the effort to design and construct four deep Floridian aquifer long term monitoring well stations and associated shallow zone monitoring wells, geophysical logging, conducting aquifer performance testing and project reporting documentation. The development of the model and long term monitoring well network will help the District monitor saltwater intrusion, while optimizing groundwater withdrawals and minimizing deleterious effects from the inland movement of saltwater in the aquifer.

Senior Project Scientist – Northwest Florida Water Management District MFLs Development Plan – Florida

Mr. Kelly assisted in the development of a planning-level design and cost estimates for a groundwater monitoring network and data collection plan focused on the coastal region of Franklin County. The purpose of the project is to develop the data needed to set a saltwater intrusion MFL for the Floridian aquifer within the County. Mr. Kelly helped design a saltwater intrusion monitor well network entailing 18 well pairs, consisting of one Floridian aquifer and one surficial aquifer well. Mr. Kelly helped to provided well construction specifications for each of the monitor well pairs based on review of hydrogeologic data collected by the District, as well as, helped to provide well construction cost estimates for the installation of the monitoring well network.

Senior Project Scientist – Withlacoochee Regional Water Supply Authority 2015-2035 Water Supply Plan – Florida

Mr. Kelly worked as a team member to help develop the WRWSA 2015-2035 Water Supply Plan. This work included developing 20-year population and water use projections for the entire service area which includes portions of Southwest Florida and St. Johns River Water Management Districts. These projections were incorporated into the expanded North District regional groundwater flow model to determine availability of groundwater supplies and evaluate impacts to established and proposed MFLs for springs and rivers. Mr. Kelly also used the expanded North District model to delineate where Upper and Lower Floridian aquifer wellfields could be developed without violating MFLs. Mr. Kelly helped evaluate the use of alternative water supplies such as reclaimed water, river water, and seawater in addition to the use of the Upper and Lower Floridian aquifer.

Project Manager – Latt Maxcy Corporation Ranch Hydrogeologic Investigations and Water Use Permitting – Florida

Mr. Kelly was the project manager of a contract with the Latt Maxcy Corporation to provide water supply planning and permitting for a large-scale agricultural operations on a 43,000-acre property located in Osceola County. The water supply planning for this property proposed unique challenges since it is located within the Central Florida Water Initiative Area of the South Florida Water Management District. Mr. Kelly oversaw the development of a monitoring well network, production well development, water quality and water level monitoring, aquifer performance testing, and development of a multilayer calibrated MODFLOW groundwater model, as well as utilizing the newly developed South Florida Water Management District East Central Florida Transient model. The water supply planning, aquifer performance testing, and groundwater modeling resulted in the successful issuance of a 25-year permit with a Floridian groundwater allocation of 28.5 million gallons per day (mgd) and a total allocation of 48.9 mgd from the SFWMD.

Drew Sanders

Current Position

Senior Consultant

Discipline Areas

- > Project Management
- > Wetland Delineations
- > Wetland Impact Permitting
- > Listed Species Surveys and Permitting
- > Wetland Functional Assessment
- > Wildlife Ecology
- > Wellfield Monitoring

Years' Experience

24

Joined Cardno

1994

Education

- > BS, Biology, University of South Florida, 1991

Professional Registrations

- > Florida Association of Environmental Professionals
- > Tampa Bay Association of Environmental Professionals

Affiliations

- > Enter Organizations

Summary of Experience

Mr. Drew Sanders has extensive experience in environmental permitting encompassing a wide range of development projects. Mr. Sanders' areas of specialization include ecological assessments of coastal wetlands and uplands, plant and wildlife surveys, listed species surveys, photo interpretation and vegetation mapping, wetland delineation and hydroperiod elevation assessment, wetland mitigation design, data analysis, environmental permitting, and project management. He is respected for his organizational capabilities, willingness to go beyond the call of duty to serve his clients, and for coordinating with project staff to complete projects on time and within budget.

Significant Projects

Project Manager – Mira Bay – Florida

Mr. Sanders completed wetland delineations, listed species surveys, and provided environmental permitting assistance, including the design of a 59-acre mitigation plan that included a mix of fresh and salt water wetland creation and enhancement of both upland and wetland communities. As a part of this effort, Mr. Sanders also assisted in the preparation of a canal enhancement plan that included the maintenance dredging of approximately 5 miles of residential canals in Apollo Beach, Florida. Mr. Sanders also assisted in the development and implementation of a Manatee Protection Plan for the adjacent Tampa Bay waters.

Project Manager – Bexley Ranch – Florida

Mr. Sanders completed wetland delineations and listed species surveys for the 6,900-acre Bexley Ranch. In addition, Mr. Sanders assisted with the environmental permitting and land use mapping for this project. Mr. Sanders was also responsible for the design of a mitigation plan that included the creation and restoration of 220 acres of wetlands that serve as the headwaters for the Anclote River.

Project Manager – County Line Farms – Florida

Mr. Sanders completed wetland delineations, listed species surveys, and provided environmental permitting assistance for this 420-acre proposed industrial project. As a part of the project, Mr. Sanders was responsible for the design of a 20-acre mitigation plan consisting of herbaceous wetland creation.

Project Manager – Visions Golf – Florida

Mr. Sanders assisted with a due diligence assessment, wetland delineations, and preliminary listed species surveys for this 137-acre project. Assistance was also provided in support of rezoning request and a public hearing.

Project Manager – Westshore Beach Club – Florida

Mr. Sanders assisted the client with regulatory agency permitting, listed species services, water quality services, and seagrass mapping for a 189-slip, mixed-use residential development and private marina located on Old Tampa Bay which also included maintenance dredging of residential canals and navigational channels. As a part of this project, Mr. Sanders was also responsible for the design of mitigation plan consisting of 7.5 acres of wetland creation, enhancement, and restoration.

Project Manager – Westshore Yacht Club – Florida

Mr. Sanders assisted the client with permitting, listed species services, water quality services, and seagrass mapping for the conversion of an abandoned industrial complex into a 255-slip marina and residential housing development.

Project Manager – Andalucia Marina – Florida

Mr. Sanders assisted the client with environmental permitting and water quality studies in support of a planned expansion of an existing private marina. Mr. Sanders also assisted with water quality sampling, seagrass surveys, and wetland functional assessments.

Project Manager – Little Harbor Marina – Florida

Mr. Sanders assisted the client with environmental permitting services in support of site redevelopment, including the complete refurbishment of an antiquated 212-slip marina in Ruskin, Florida. Mr. Sanders assisted with water quality sampling, seagrass surveys, and wetland functional assessments.

Project Manager – Sunset Park Boat Ramp – Florida

Mr. Sanders assisted the client with the environmental permitting for the repair of a public boat ramp and maintenance dredging at a public park in Tarpon Springs, Florida. As a part of this project, Mr. Sanders provided seagrass surveys and wetland functional assessments.

Project Manager – Seawall Repair – Florida

Mr. Sanders is assisting the client with securing permits to allow for the repair of 7.5 miles of seawalls. As a part of this repair effort, Mr. Sanders was responsible for completing a survey of the shoreline to locate and map seagrasses and mangroves.

Project Manager – Little Manatee Environmental Lands Acquisition and Protection Program – Florida

Mr. Sanders was responsible for delineating wetlands, wildlife surveys, and development of an ecological enhancement plan for the 79-acre Little Manatee Environmental Lands Acquisition and Protection Program parcel in Ruskin, Florida. The enhancement plan prepared by Mr. Sanders consisted of a mix of upland and wetland enhancement and preservation. The primary focus of the enhancement plan focused on the removal of exotic species within the upland and wetland communities and planting the cleared land with appropriate native vegetation.

Project Manager – Pithlachascotee River Vegetation Mapping – Florida

Mr. Sanders assisted the client with mapping vegetative communities along 15.5 miles of river shoreline. All vegetation mapping was completed at a level sufficient to provide the client with a vegetation characterization to allow for detection in vegetative shifts in response to modeled changes in river salinity in support of establishing minimum flows levels for the Pithlachascotee River.

Ed Call

Current Position

Senior Project Scientist

Discipline Areas

- > Project Management
- > ERP Permitting
- > Aquatic Restoration
- > Ecological Evaluations
- > River walk Design and Permitting

Years' Experience

15

Joined Cardno

2017

Education

- > BS, Wildlife and Fisheries Sciences, University of Eastern New Mexico, 2004

Affiliations

- > American Fisheries Society
- > American Water Resource Association
- > Florida Stormwater Association

Summary of Experience

Mr. Ed Call is a senior project scientist with more than 15 years' experience developing and implementing science-based environmental projects that has encompassed studies, planning, permitting, and construction support for complex design and construction projects including; living shorelines, docks, river walks and mooring field support facilities. His professional development has progressed from managing grant funded fisheries and aquatic research projects to developing local and inter-agency partnerships that support strategic municipal plans and developing policy for elected officials. He brings a wide range of experience developing client relationships, managing business operations, and strategy.

Significant Projects

Senior Project Scientist – Eagle Liquid Natural Gas Project – Florida

Mr. Call assisted the client with meeting regulatory requirements from Federal Energy Regulatory Commission (FERC) in relation to marine and freshwater resources at and near the project site. Mr. Call also coordinated responses to FERC requests for additional information on potential marine resource impacts including coordinating pre-application meetings with National Oceanic and Atmospheric Administration to identify specific marine permitting requirements in order to streamline the proposed ichthyoplankton study.

Senior Project Scientist/Project Manager – Naples Water Quality Analysis Project – Florida

The Naples Water Quality Analysis Project is a comprehensive analysis trend in water quality and biological data collected in Naples Bay over the last ten years. Mr. Call's primary role was to oversee the project and ensure project remained on schedule and budget. Mr. Call also providing oversight on data compilation and analysis of the water quality and quantity data. Additionally, Mr. Call provided final QA/QC of all data and reports.

Director of Waterfronts and Community Services – City of Crystal River – Florida

Mr. Call oversaw a 25-member city department serving a population of 4,400. He devised short- and long-range action plans to address a variety of municipal needs, propose and present budgetary documents, and manage a multimillion dollar operating budget. He developed bid documents, technical specifications, and design plans for a wide variety of projects within the City of Crystal River. Mr. Call was involved in the design and review of design documents for the Cities River walk and was responsible for reviewing environmental reports and project deliverable to ensure concurrency with environmental policy and rules. He developed and managed multi-year large-scale restoration projects involving complex multi-agency funding sources.

Environmental Scientist – Southwest Florida Water Management District – Florida

Mr. Call was responsible for the design and implementation of habitat restoration and improvement projects, Mr. Call provided project management and technical oversight for four aquatic restoration projects, including Three Sisters Springs Shoreline Stabilization and Restoration Project, Hunter Cove Park Living Shoreline Creation Project, and Hunter Cove Submerged Aquatic Vegetation Restoration Project. He developed and managed a five-year comprehensive fisheries, vegetation, and benthic study of five spring fed riverine

systems. Mr. Call provided both technical expertise and project management of a multi-year research study that encompassed fifteen estuaries across the gulf of Mexico to identify biological response to freshwater inflows. In addition, he was a subject matter expert on riverine ecology and served on an interdisciplinary team to address biological assessments and environmental assessments, including fisheries community structure and habitat availability and usage. He coordinated the development of minimum flows and levels (MFLs) using biological and hydrological data and writing technical documents in support of MFL recommendations. Mr. Call was responsible for developing and executing technical work plans for District projects and for the development and management of biological studies. Mr. Call was responsible for compiling and writing a water quality reasonable assurance plan for Shell, Prairie, and Joshua creeks, and presented the findings to stakeholders, Florida Department of Environmental Protection and U.S. Environmental Protection Agency.

Biological Scientist – Florida Fish and Wildlife Conservation Commission – Florida

Mr. Call was responsible for the development and administration of state wildlife grants for two consecutive fisheries community assessments grants. Assessments focused on quantified habitat use by fisheries community in the imperiled Peace River basin. Mr. Call was responsible for hiring and supervising four biologists. Duties also included: data collection, analysis of data (using Primer, Excel, and Sigma plot software), design, and implementation of new financial processes to encumber outside funding. He served on interdisciplinary teams to review environmental assessments, biological assessments, and develop protective stipulations and rule recommendations. He was also responsible for the review of biological data, data input, and analysis to provide resource recommendations. Mr. Call was responsible for the development and execution of: study design; fisheries data collection; population data analysis for management decisions; and recommendations, report writing, fresh water fishing regulation assessment, creel surveys, and equipment upkeep and repair. He represented the agency to the public and other agencies, including technical support and membership in: American Water Resource Association, American Fisheries Society Warm Water Stream Committee, Peace River Advisory Committee, and Charlotte Harbor National Estuary Technical Advisory Committee.

Peer-Reviewed, Books, and Published Papers

- > Call, M.E., D.R. Sechler, P.W. Stevens, D.A. Blewett, S. Canter, and T.R. Champeau. 2013. Freshwater fish communities and habitat use in the Peace River, Florida. *Florida Scientist* 76:150-164.
- > Blewett, D.A., P.W. Stevens, and M.E. Call. 2013. Comparative ecology of eurhyaline and fresh water predators in a subtropical river. *Florida Scientist* 76:166-190.
- > Peace River Fish Community Assessment, State Wildlife Grant Report January 2011. Florida Fish and Wildlife Conservation Commission, Bryant Building 620 Meridian St, Tallahassee, FL 32399.
- > Shell Creek and Prairie Creek Watershed Management Plan, 4th Bi-Annual Performance Monitoring Summary. [http://www.swfwmd.state.fl.us/files/database/site_file_sets/2477/SPCC_RAPlan_4thbiannual_20102012_Final\[1\].pdf](http://www.swfwmd.state.fl.us/files/database/site_file_sets/2477/SPCC_RAPlan_4thbiannual_20102012_Final[1].pdf).
- > An Assessment of Fish Communities in Four Anthropogenically Impacted Peace River Tributaries, State Wildlife Grant 6405, Final Report. Florida Fish and Wildlife Conservation Commission, Bryant Building 620.

Martin Griffin, PE

Current Position

Project Engineer

Discipline Areas

- > Civil Engineering
- > Water Resources

Years' Experience

7

Joined Cardno

2011

Education

- > BE, Civil Engineering, University of New South Wales, 2010

Professional Registrations

- > Professional Engineer, Florida
- > SWCC Level II, Georgia

Affiliations

- > Enter Organizations

Summary of Experience

Mr. Martin Griffin is a professional engineer with 7 years of experience specializing in water resources. He has experience supporting a wide range of water-related projects in Florida and across the southern US. His expertise includes surface water modeling, including hydrologic/hydraulic modeling and assessment; geomorphology studies and erosion control design; and Low Impact Development and water quality treatment design including water quality modeling. He also specializes in irrigation design for agricultural projects; detailed hydraulic assessment of a range of drainage structure designs; community consultation including face-to-face meetings; and policy writing and review of Council's procedures in development assessment. Mr. Griffin has experience in modeling for numerous regional Flood Studies for local councils in Australia as well as recent experience updating large catchment surface water models for projects here in Florida.

Significant Projects

Drainage Engineer/ Modeler – Mosaic Green Bay Six Mile Creek Drainage Study – Florida

Mr. Griffin served as the main drainage engineer and water surface modeler for the study, which was prepared as part of a Multi-Sector Group Permit application to the Florida Department of Environmental Protection that assessed the impacts of new discharge to Peace River, adopting the regional Upper Peace River Homeland Study model from South-West Florida Water Management District. A detailed review of the large-scale Interconnected Channel and Pond Routing surface water model was conducted to establish existing conditions. Based on topographical survey and survey of existing drainage structures along Six Mile Creek, numerous updates were made to improve the level of detail in the modeling. The updated model was validated and verified against the results of the original study. The model was used to analyze impacts of post-development discharge from the Mosaic site including a preliminary design of drainage infrastructure for the site. The impacts of these post-development discharges were analyzed through water level and flow hydrograph model results along Six Mile Creek.

Drainage Engineer – Latt Maxcy Northern Everglades Public Private Partnership Drainage Study – Florida

Mr. Griffin served as the primary project drainage engineer for drainage study. The intent of the project was to divert flows from Kissimmee River and its tributary Blanket Bay Slough to a series of detention storage basins to be constructed on ranch land. The drainage study was prepared as part of an Environmental Resource Permit for submission to the South Florida Water Management District. The study involved use of Interconnected Channel and Pond Routing hydrology and hydraulic modeling to assess the stormwater runoff and flooding from Blanket Bay Slough and the local catchment. The project also involved design of the network of berms, outlet weir structures, pump systems, and conveyance channels related to the project.

Project Manager/ Design Engineer – Mississippi Gas Pipeline Erosion and Sediment Control Plan – Mississippi

Mr. Griffin managed and designed the erosion and sediment erosion control plans for a series of six project sites in Mississippi. The project involved review of site characteristics, proposed soil disturbance and the development of suitable measures to address the risk of sediment and erosion control.

Project Engineer – Various Projects – Florida

Mr. Griffin works on a range of projects including surface water modeling including hydrology and hydraulic modeling, sediment erosion control design and planning, irrigation design, environmental assessments and stormwater infrastructure design. Mr. Griffin is involved in both project management and project delivery including design, modeling, planning, and reporting tasks.

Project Engineer – Various Projects – Florida, Tennessee, Alabama

Mr. Griffin provided key technical support in the areas of surface water modeling, erosion and sediment control, environmental assessment, and regional flood studies. Some additional project experience includes:

- > Solomon Landfill Stormwater Permitting – Florida
- > Hillabee Gas Pipeline Corridor Stabilization – Alabama
- > Escambia Pipeline Stormwater Pollution Prevention Plan – Florida
- > Cutrale Farm Drip Irrigation Design – Florida
- > Tennessee Valley Authority Environmental Assessment – Tennessee

Project Engineer – Various Projects – Australia

Mr. Griffin worked on a range of projects including hydrology and hydraulic modeling, water quality modeling, water sensitive urban design, and stormwater infrastructure design. He also managed a number of projects facilitating coordination with a diverse range of clients from the public sector, at both local and state level, as well as a diverse range of private sector clients in the development industry.

Quality Management Systems Representative – Australia

Mr. Griffin contributed to the review of existing Quality Management Systems for the Water and Environment Business Unit and the formulation and rollout of an updated system. His role involved preparation of work instructions for documentation processes, discussion of quality management processes with the water engineering section, roll-out of the new system in several training course, and management of internal auditing processes.

Paul Jones, RPA

Current Position

Principal/ Technical
Director/ Archaeology

Discipline Areas

- > NEPA/EIS/ESA
- > Cultural Resource Management
- > Archaeology
- > History
- > Historic Preservation
- > Section 106 NHPA
- > Section 4(f) DOT
- > FERC 7(c)
- > 33 CFR Part 325

Years' Experience

29

Joined Cardno

2012

Education

- > MA, University of Florida, 1992
- > BA, University of Florida, 1989

Professional Registrations

- > Register of Professional Archaeologists (RPA# 10704) 1998
- > Meets the Secretary of the Interior's Standards & Guidelines for Archaeology & Historic Preservation, 48 CFR 44716

Affiliations

- > Immediate Past President, Florida Archaeological Council
- > Board of Directors, Florida Public Archaeology Network

Summary of Experience

Mr. Jones has nearly 30 years of cultural resource management experience in the eastern US. He has experience with projects involving Section 106 of the National Historic Preservation Act, National Environmental Policy Act, and 33 CFR Part 325, while interacting with Federal Highway Administration, Department of Defense, U.S. Army Corps of Engineers (USACE), and the Federal Energy Regulatory Commission directly for agencies and applicants. Mr. Jones has led cultural resource projects relating to energy, environmental restoration, pipelines, and highways, and has worked with large private landholders, public parks, and managed state-owned lands. As an archaeologist, Mr. Jones specializes in the prehistory of the southeastern United States, with experience ranging from inventory surveys, long-term construction monitoring projects, and large-scale data recovery projects. He is also a certified witness, adept in master planning, developing strategic plans, and preparing non-excavation mitigation strategies.

Significant Projects

Project Consultant – Proposed Cam Milani Park, Town of Highland Beach – Florida

Mr. Jones served as an archaeological consultant for Palm Beach County's proposed development of the oceanfront Cam Milani Park, which includes a prehistoric archaeological site considered eligible for the National Register of Historic Places. He assisted the town during the permitting process for the park, with the goal of minimizing impacts to the site and avoiding disturbances to prehistoric burials. His tasks included development of a research design approved by the Florida Division of Historical Resources, a management plan for archaeological resources, consultation with tribes and the state archaeologist, and expert witness testimony at public hearings.

Project Manager – Architectural Survey of the Harborview Neighborhood Project Area in Tampa – Florida

Mr. Jones produced a historic overview of residential development in south Tampa from the late nineteenth century to the mid twentieth century. He completed archival research for specific historic structures, leading to the identification of several structures as being related to persons significant in Tampa's history.

Project Manager – City of DeBary Archaeological Survey – Florida

Mr. Jones managed the identification, documentation, and evaluation of known archaeological sites within the City of DeBary city limits. The archaeological resources within the context of this project included both historic and prehistoric period sites. From the information collected, a site predictive model was developed.

Project Manager – Archaeological and Historical Survey of the Indian River Lagoon State Park Project Area – Florida

Mr. Jones led archaeological and historical resource identification and evaluation studies, completed consultation with state historic preservation officers, and prepared technical reports for review. The project included evaluation of cultural resource impacts of proposed improvements to the Indian River Lagoon State Park.

Cultural Resources Lead – Nicodemus Slough Water Management Project – Florida

Mr. Jones managed the permitting prior to construction of a regional water storage project on approximately 15,905 acres of land immediately west of Lake Okeechobee; this project is a public/private venture. Mr. Jones is responsible for oversight of archaeological

- > Hillsborough County Historic Resources Review Board
- > Court-certified Archaeologist
- > Qualified Professional Archaeologist in Florida, Georgia, Alabama, Mississippi, Louisiana, North Carolina, South Carolina, Virginia, US Virgin Islands, and Cayman Islands

studies, and coordination with the USACE, state Historic Preservation Officer, and the Seminole Tribe of Florida. The purpose of the archaeological studies, agency coordination, and tribal consultation is to avoid impacts to culturally significant resources related to construction, or resulting from operations.

Project Manager/ Lead Archaeologist – Archaeological Monitoring at Site 1 Impoundment – Florida

Mr. Jones developed resource management protocols, conducted equipment operator training, and supervised full-time archaeological monitors at the construction site, which was part of the Comprehensive Everglades Restoration Plan being completed by USACE and the South Florida Water Management District. Mr. Jones implemented the inadvertent discoveries protocol in cooperation with USACE, including long-term monitoring of impact avoidance for a culturally sensitive find.

Project Manager – Archaeological Reconnaissance Survey of Shoreline Stabilization Impact Areas at US Coast Guard Jupiter Inlet Light Station – Florida

Mr. Jones led archaeological and historical resource identification and evaluation studies, completed consultation with state historic preservation officers, and prepared technical reports for review. The project included evaluation of cultural resource impacts of proposed improvements to the Jupiter Inlet Light Station.

Project Manager – Phase I and II Cultural Resource Survey for the Buccaneer Gas Pipeline Project Corridors and Alternates – Florida

Mr. Jones managed the cultural resources survey of an area that included 465 miles of proposed pipeline right-of-way, alternate routes, and work/staging areas. Phase I investigations of the proposed loops involved site file research in four states, archival investigations, pedestrian reconnaissance, and excavation. Phase I cultural resource assessment survey of the proposed Natural Gas Pipeline, Brevard, Lake, Orange, Osceola, Pasco, and Polk counties, Florida. Phase II testing included 14 potentially eligible sites on alternate routes for the pipeline in Lake, Pasco, and Polk counties.

Project Manager – Cultural Resource Survey for the Riverside Drive Pavement Rehabilitation – Florida

Mr. Jones worked with the Florida Department of Transportation to revise research design and work plan for Federal Highway Administration to allow paving and curbing project to proceed using American Recovery and Reinvestment Act funding. The project corridor passed through a National Register historic district within an archaeological site with sensitive prehistoric and British Colonial era components. Mr. Jones worked with the Florida Department of Transportation and paving contractor to devise alternative curb removal strategy that drastically reduced the amount of soil disturbed, avoiding the majority of impacts to archaeological resources. Provided archaeological monitoring during construction.

Rick Bowers, PE, GISP

Current Position

Principal

Discipline Areas

- > Water Resource Engineering
- > Floodplain/Watershed Evaluations
- > Stormwater master Drainage Plans

Years' Experience

28

Joined Cardno

1998

Education

- > PhD Candidate, Water Resources, Ongoing
- > MBA, University of South Florida, 2004
- > BS, Civil Engineering, University of South Florida, 1991

Professional

Registrations

- > Professional Engineer, Florida

Affiliations

- > Institute of Transportation Engineers
- > American Society of Civil Engineers
- > Association of American Geographers

Summary of Experience

Mr. Rick Bowers is the Director of GIS/Asset Management Services. He provides management services, including WAM implementations. He has extensive national and international experience for such engineering applications as floodplain and watershed evaluations, sanitary sewers system evaluations, potable water master plans, rate studies, stormwater master drainage plans, and roadway right-of-way corridor preservation studies. Mr. Bowers has directed and managed multi-million dollar to small-scale GIS, asset management and engineering projects. His project management experience includes GIS and asset management implementations; administration of consulting and application development services; monitoring customer issues; client representation at council/commission meetings; planning, managing, coordinating a large number of projects from inception to completion, and extensive coordination of project activities with users, consultants, regulatory agencies, and contractors.

Significant Projects

Project Manager – Southwest Florida Waste Management District Cooperative Funding Program, General Engineering Services – Florida

Mr. Bowers managed GIS geodatabase management, ArcHydro tools implementation, GWIS compliance, ERP data collection and category definitions, and all other engineering and GIS functions for the watershed management program on several major watersheds within the Southwest Florida Water Management District jurisdiction. Each watershed management plan was developed in accordance with the District's Guidance Documents and incorporated into the District's Geographic Watershed Information System for final deliverables. Under this program, watersheds undergo various stages of development from Digital Topographic Data Development, Watershed Evaluation to Watershed Management Plan development. Tasks included LiDAR data processing, data collection for ERPs, As-Builts, and other existing data from District, County, City, and the Florida Department of Transportation sources. GIS database development and development of automated ArcHydro Tools greatly assisted with the quick, effective and accurate means to automate the geodatabase, data parameterizations and model migration schema. The watershed update involved new approaches to watershed evaluations with automated field data collection procedures and development of GIS tools to facilitate watershed parameterization, floodplain justification and GWIS compliance. Interconnected Channel and Pond Routing modeling for verification event, no rain, 2.33, 10, 25, 50, 100 and 500-year storm events, daily and multi-day. Cardno worked closely with the District to research various methodologies that are now used District-wide for floodplain mapping processes and parameterization. Watersheds performed under this contract included Blue Sink, Wiscon, Weeki Wachee Prairie, Chassahowitzka River, Little Withlacoochee, Croom, McKethan, Powell, Peck Sink, Bushnell, and Jumper Creek.

Project Manager – Faulkenburg Project – Florida

Mr. Bowers managed the design and permitting of a 50-acre multi-family site. The project consisted of the development of a concept plan and preparation of the site drainage, utility and grading plans. Other responsibilities included permitting, construction document preparation and construction administration services. The complexity of the project was increased by the special requirements for the Delaney Creek Basin criteria required by SWFWMD and Hillsborough County. Included modeling with the County's HCSWMM model for final approval.

Project Manager – Tampa Telecom Park – Florida

Mr. Bowers managed this 326-acre project consisted of the designed, permitting and preparation of construction documents for the parks site grading, roadway, utility, stormwater, and environmental mitigation system. His responsibilities included design, construction documentation preparation, and construction administration. He also developed a drainage master plan including site grading, water, sewer, drainage, stormwater, control structures, environmental permitting, wetlands mitigation permitting, retaining wall systems design, site lighting, and construction management.

Quality Assurance/ Quality Control Manager – C-51 Basin Rule Project – Florida

Mr. Bowers oversaw the quality assurance and control of the C-51 Basin Rule project. The reevaluation of the Basin Rule was based on the proposed condition hydraulics and used modern topographic survey techniques to develop the computer model. The new Basin Rule will protect residents from flooding, provide appropriate discharge limitations for new development and improve the water quality in and around the Basin. The hydrologic and hydraulic models (Environmental Protection Agency's Storm Water Management Model) were calibrated against the actual conditions during Hurricane Irene that caused significant flooding in Florida. The basin reevaluation included addressing the concerns of ten other governments and agencies within or downstream of the Basin.

Quality Assurance/ Quality Control Manager – Flatwoods Recreational Park – Florida

Flatwoods Park is one of five parks making up the Wilderness Park system consisting mostly of pine Flatwoods and cypress swamps. Mr. Bowers oversaw the quality assurance of the finalization of USACE construction documents for the final phase of recreational park amenities using industry standard specification and other criteria tailored for this specific project. He managed a FEMA "No Rise" evaluation by utilizing the Hillsborough River HCSWMM Model to evaluate the project impact on the river and submitted to the County for approval. The construction documents were prepared and included final cost estimates.

Quality Assurance/ Quality Control Manager – Curlew Creek Project – Florida

Mr. Bowers provided quality assurance support to this major creek channel improvement project for a critical section of Curlew Creek that is located in a highly urbanized residential area. This project combined the two previous models, updated model parameters and collected survey data necessary for detailed hydraulic.

Project Manager – Hillsborough County Corridor Preservation Study – Florida

Mr. Bowers managed the development of the customized Roadway Corridor Analysis Application which provided a unique GIS overlay analysis to easily identify and map planning-level future roadway corridors and alignments per sub-area and countywide. The application incorporated existing land development regulations, community goals and objectives as well as physical and environmental constraints.



MICHAEL HOUSTON, AICP, RLA
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PROFESSIONAL REGISTRATIONS

1983 Registered Landscape Architect, State of Florida; 1993 American Institute of Certified Planners

EDUCATION

Bachelor of Landscape Architecture, 1981, Louisiana State University

EXPERIENCE

HJA Design Studio, LLC (HJA) - President 2010 to Present **Stuart, Florida**

With thirty years of experience in the broad field of Landscape Architecture, Mr. Houston founded HJA Design Studio, LLC (HJA) with the goal of providing the firm's clients with a level of design and planning expertise comparable to the best Landscape Architectural firms in the U.S. HJA specializes in Landscape Architecture, land planning, plan and development review. HJA Design Studio projects are as diverse as Martin County's first planned corporate and marine commerce park to Cairo Egypt's newest and most sophisticated new town located within view of the Great Pyramids. The firm is driven to help its clients achieve their vision with creativity and a focus on sustainable development principles with a collaborative approach to problem solving.

Houston Cuozzo Group, Inc. (HCG) – Co-Founder, Principal 1993 to 2010 **Stuart, Florida**

Michael co-founded Houston Cuozzo Group along with Don Cuozzo in late 1993. Over sixteen years, the firm became one of the leading planning and design firms in southeast Florida. The firm's clients included some of the largest homebuilders in the U.S., as well as boutique developers and local governments. The firm won numerous awards for both planning and design work and was considered a leader in sustainable community design.

RELEVANT EXPERIENCE

Stuart Downtown CRA Streetscape
Martin County Golf Course Redesign
10th Street Community Park
Avonlea North Stuart Streetscape
Rio Roundabout Sculpture
St Lucie County Environmental Parks Prototype
Eastern Watershed Improvement Plan
Taylor Creek Park
Martin County Capital Projects
Vero Beach Hotel & Club
Okeechobee Hwy 441
Jensen Beach CRA

CLIENT

City of Stuart CRA
Martin County
City of Stuart
City of Stuart CRA
Martin county CRA/ Engineering
St. Lucie County ERD
City of Port St. Lucie
Okeechobee City
Martin County BOCC
Heaton Companies
The City of Okeechobee, Florida
Martin County BOCC

PROFESSIONAL AFFILIATIONS

American Planning Association; American Institute of Certified Planners; American Society of Landscape Architects; Association of Eminent Domain Professionals; Urban Land Institute.

AWARDS

Salerno Creek Retrofit, Martin County, FL - Florida Engineering Society; Loxahatchee Club, Jupiter, FL – Florida Builders Association; Vero Beach Hotel & Club, Vero Beach, FL – Florida Chapter, American Society of Landscape Architects.



TODD A. TROXELL, ASLA
50 East Ocean Boulevard, Ste 101
Stuart, FL 34994
772-678-7200
www.hjadesignstudio.com

EDUCATION

Bachelor of Science in Landscape Architecture, 2008
West Virginia University, Morgantown, WV

EXPERIENCE

HJA Design Studio, LLC (HJA)

Project Manager / Designer

Stuart, FL

An integral member of the design team, Todd supervises and coordinates the development and delivery of multiple projects including residential, resort, commercial, and municipal projects, as well as community planning and government approvals.

Project Manager - Landscape Architecture, Planning and Graphic Representation

HJA Design Studio, LLC 2010-Current

Houston Cuozzo Group, Inc., 2008-10

Designer

Stuart, FL

Houston Cuozzo Group, Inc., 2007 & 2006

Landscape Architect Intern

Stuart, FL

Rettew, Inc. 2005

Landscape Architect Intern

Camphill, PA

Chronister Landscaping, Inc., 2004

Landscape Architect Intern

Harrisburg, PA

RELEVANT EXPERIENCE

CLIENT

Stuart Downtown CRA Streetscape
Avonlea North Stuart CRA
Eastern Watershed Improvement Plan
St. Lucie Environmental Parks
Sweetwater Street Improvement Plan
10th Street Community Park
Taylor Creek Park
City of Stuart Riverfront Boardwalk
Martin County Golf Course Redesign
Jensen Beach CRA
Okeechobee 441 Streetscape
Willoughby Golf & Country Club
WVU Downtown Campus
Ruby Memorial Hospital

City of Stuart CRA
City of Stuart CRA
City of Port St. Lucie, FL
St. Lucie County, FL
City of Sweetwater, FL
City of Stuart
Okeechobee City
City of Stuart
Martin County BOCC
Martin County BOCC
City of Okeechobee/FDOT
Michelle Riley
Morgantown, WV
Morgantown, WV

PROFESSIONAL MEMBERSHIPS AND CIVIC PARTICIPATION

American Society of Landscape Architects
USGBC South Florida - Palm Beach Branch



Erika Smith, ASLA
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Stuart, FL 34994
772-678-7200
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EDUCATION

Bachelors of Landscape Architecture May 2016
University of Florida, Gainesville, FL 32608

Associates of Arts May 2012
Indian River State College, Fort Pierce, FL. 34981

EXPERIENCE

HJA Design Studio, LLC (HJA)	Landscape Designer	Stuart, FL
Landscape Architecture, Planning and Graphic Representation		
HJA Design Studio, LLC May 2016-Current		
HJA Design Studio, LLC (HJA) 2014 & 2015	Landscape Architect Intern	Stuart, FL

RELEVANT EXPERIENCE

Taylor Creek Park
Baker Road Beautification
10th Street Community Park
City of Stuart Streetscape Master Plan
Martin County Golf Course Redesign
Jensen Beach CRA
Willoughby Golf & Country Club

CLIENT

City of Okeechobee, FL
City of Stuart, FL
City of Stuart, FL
City of Stuart, FL
Martin County BOCC
Martin County BOCC
Michelle Riley

PROFESSIONAL MEMBERSHIPS AND CIVIC PARTICIPATION

American Society of Landscape Architects – Florida Chapter
ASLA Student Chapter at the University of Florida, Gainesville, FL

- Class Representative
August 2012 – May 2016
- Service Chair
August 2014 – May 2015

Bicycle Pedestrian Advisory Board – Gainesville, FL
January 2014 – December 2015

- Metropolitan Transportation Planning Organization Board Member

Bob Gram Civic Scholar for Public Service – University of Florida, Gainesville, FL

- Recipient of a Civic Scholar research position on aging infrastructure in Florida counties
Spring 2014
- Recipient of a Civic Scholar research position on Florida's water quality and resources
Spring 2013

Tremron Hardscape Design Competition – University of Florida, Gainesville, FL

- Recipient of the Hardscape Design Award
Spring 2014



Tab 2

Operational Plan/Task Approach

Approach Overview

The Bowman Consulting Team has worked together within Martin County area for many years. We understand the issues that the County and the newly formed Village of Indiantown faces. It is understood, that the Village of Indiantown's primary objective in hiring a firm experienced with these types of designs is to obtain knowledge gained from the consultant's experience on similar projects, under various conditions and settings, in order to lower total project cost, reduce problems during design and construction, and anticipate problems during the course of the project to avoid any potential issues. This section will describe in detail how we will approach the Village projects; discuss how we will perform the work, why we will perform it in a particular way, what the benefit of our approach is, and why the Bowman Team is the best choice for the Village of Indiantown.

Upon selection to a specific project, we will assemble the team and attend a start-up meeting with the Village. We will prepare, in consultation with the Village, a detailed written scope of the project requirements, deliverables, and deadlines. A project schedule will clearly define the milestones. The work will be broken down into tasks, each with its budget so that they can be tracked. We will document any changes to the scope of the project. We will obtain sign-off approval on the project scope and any changes to the scope before executing any work, so that all parties are clear on their responsibilities and mutual expectations. Clearly establishing the scope and deliverables of the project and establishing a budget and work schedule are key factors in ensuring the projects are performed within the Village's budget and time constraints.

Once we have compiled all the base information, we evaluate what controls the project. This allows us to move ahead with the overall layout of the project, set control grades, evaluate the conforms required to interface with existing features, confirm drainage patterns, identify the key issues and impacts, and develop order of magnitude opinion of construction cost for the various elements, and assess the project. This can all be done for a fraction of the total design cost of detailed final design, and if portions of the project are identified as too expensive, alternatives can be looked at or portions eliminated prior to investing in the cost of full detailed design.

Project cost is almost always an issue. We recommend that at least two cost estimates are included in the scope of services. Depending on the project, we like the first one to be prepared at the 20-30% complete milestone. This allows us to adjust a project, if required, early in the design process. If the budget is really tight, we will work with the Village of Indiantown to sort through the proposed improvements and amenities of the project and make recommendations on what to include and what not to include based on a first-cut assessment of the project and our experience doing this kind of work. It is typically easier to add to the project later—if there is additional budget or the budget goes further—than to cut portions out of the project at the end.

As we move into detailed design it is very important that the topographic mapping is up to our level of detail. Having our own in-house survey team trained for our level of detail is essential. Project conform areas are always a difficult part of any design. A quality design blends the new with the existing in such a way that the junction of the two in the end product is indiscernible. That means no unsightly grade breaks or broken back curves or discontinuities. To accomplish this, we get survey shots where we think we are going to conform to existing features. This way a minimum of interpolation is done at the conform points and this reduces conflicts in the field during construction. Bowman Consulting offers in-house Subsurface Utility Engineering (SUE) and is committed to providing our clients with accurate utility designating and locating services in accordance with high industry standards. Our field staff is trained to use up-to-date and high quality electromagnetic designating and ground penetrating radar technologies.

We also look at what the issues are with each project so that they can be taken into account with the development of the solution. In short, we pay attention to detail as we have found that detail is the difference between design and a good design.

We look at impact to the public and how to mitigate it. We will prepare the appropriate additional drawings such as phasing plans, maintenance of traffic plans, and work sequencing plans.

Bowman Consulting understands the need for thorough drawings and details along with the specifications and how the two are necessary and interrelated to result in a complete set of bid documents. We give thought to the bid schedule and are a proponent of bid descriptions to clarify the work. We include a section on project sequencing, we discuss survey monument protection, we place control on how much work can be opened up at any one time, maintaining access to business and residence, we consider deliveries and circulation, and we discuss protection of existing facilities to remain. We know all these things are important because of our construction experience with public improvement projects.

Through our private sector experience we know how to present information in a public setting. Part of the job is getting projects accepted. Bowman Consulting can prepare simulations, renderings and other materials that will do the best job of presenting the positive aspects of a project.

The design and approach for each of the proposed capital improvement projects will be similar; however each will have its own nuance. To design these projects is not complicated engineering, but it does take understanding, organization, time, and the discipline to identify and address all the interface points and details. Process plays a key role in the performance of our work, and our work approach. This is further expanded in the Section "QA/QC" to show how process, quality and attention to detail are all integrated into our design program.

Responsiveness

We have acted on behalf of public and private clients in this capacity for years and understand that as an extension of your staff, the Village's schedule and priorities are our own. Immediate response is often a priority, and the ability to react quickly to your needs is essential. Bowman Consulting is accustomed to meeting intense deadlines for our clients. We know the only constant is change and we always remain prepared to switch gears as soon as necessary. This constant awareness and attention to our projects has allowed us to complete our projects on schedule and within budget. Our intent is to exceed the expectations of our clients and provide solutions in technology and/or approach that no other firm puts together so that we may enable the client to achieve successful projects.

Corporate Commitment to Quality

The Bowman Consulting QA/QC program is founded on consistent and continual communication throughout the course of project delivery. Effective project management, together with quality assurance / quality control measures, is paramount to our objective of achieving project success. Bowman Consulting operates with the understanding that Quality is built in, not added on.

Project Assurance Team

The Project Assurance Team, composed of the Principal in Charge, Project Manager and Quality Control Professional, will directly oversee a series of quality control reviews of the project at each designated milestone, ensuring that all client needs and requirements are being met in compliance with the scope of services. The Project Assurance Team is responsible for the successful implementation of the Bowman Consulting Quality Control / Quality Assurance program that includes the following key elements:

Document Control

The Project Manager works with the Client to develop a communication and distribution matrix for all documents ensuring that copies of each delivered document are dated and recorded to eliminate duplication and inadvertent release of incorrect material or release to unauthorized individuals.

Communication Management

Accurate, up-to-date information is a key to satisfaction and completeness. The Project Manager will work with the Client to develop a communication and distribution matrix to ensure information gets to the right people. The Project Manager will work directly with designated Client representative(s) to establish clear lines of authority and oversee all issues related to the project by preparing the project directory, lines of authority chart, and communications protocol.

On-Going Quality Reviews

During the life of the project, the Project Manager ensures that all aspects of the Quality By Design (QBD) program are adhered to. The QBD program elements are as follows:

- Kick off meeting with Client and with internal design team
- Site visit
- Early Design Review Meeting
- Pre-Submission Review
- Constructability Review
- Redline Backcheck
- Bowman's QBD plan review team are all industry veterans with minimum experience level of 20 years.
- Quality review comments are written and discussed with the team. Responses are recorded and included in the project file to document decisions and direction
- All significant issues are discussed with the Client's project manager for concurrence before being implemented
- Decisions are recorded to complete the project record

Final Delivery

Before final delivery, a final technical and editorial review of each work product is made to ensure that the standard set at the beginning of the project has been achieved and the goals have been reached. The review is conducted independently and the results recorded and placed in the project record.

Monitoring Project Expenses

The project budget and schedule is discussed at all significant milestones in the Bowman QA/QC process, and these frequent check ins ensure that the Project Manager is continuously monitoring project expenses, and managing the schedule, and lessens the likelihood that the project will get off track.

Schedule Control and Management

Bowman Consulting Group has a proven history of consistently meeting clients' schedules. Timely execution of work is one of the most influential factors for obtaining repeat work from both government and commercial clients.

Monitoring Project Expenses

The project budget and schedule is discussed at all significant milestones in the Bowman QA/QC process, and these frequent check-ins ensure that the Project Manager is continuously monitoring project expenses, and managing the schedule, and lessens the likelihood that the project will get off track.

Scheduling

Scheduling is a very important aspect of delivery of services. We take our deadlines very seriously and deadlines are particularly important, because time is money. Bowman Consulting will work with you at the beginning of each project to develop the scope, identify what the issues are, determine what the milestones are and with this information we will develop a project schedule. We typically include the project schedule with the proposal, as this is part of the preparatory work we do for each project.

A typical project will have three or more project meetings. The purpose of these meetings is to exchange information, discuss the issues affecting the project and where we are on both the schedule and the budget. An updated schedule is typically presented at each meeting to show what has been accomplished and what work remains. Using this approach we have a running dialogue about the project, and if something occurs that can impact the project it can be discussed as soon as it is identified. Depending on the issue, mitigating action may be taken or the schedule could be adjusted. Whatever the action is, it will be discussed with the Village and agreed upon to be the best approach for the situation.

Projects are dynamic efforts on everyone's part. Schedules are put together based on the available information when they are created and past experience with similar projects. Schedule development is a key component of project development. If it is too short, the work will need to be accelerated and this leads to omissions / errors and can inhibit the development of good project solutions. A short schedule induces additional costs to accelerate it as well. A long schedule can also be a problem. In this scenario work is done and then it is put down while something more important is attended to. Each time a project is put down and picked up, things are forgotten, momentum is lost and errors are made and cost goes up with each handling of the project. As with most things there is an optimum time for performance that balances cost, and momentum, allowing for proper information development and flow and overall project development. We will work with you to develop a realistic schedule at the beginning of the project and this promotes project success.

That said, each project is unique and will experience its own issues and circumstance. We stress open communications so that everyone involved with the project is well informed about the issues and the developments as they occur. As professionals we all know that things happen, sometimes beyond our control, during the course of a project. Our job is to work with you in a timely manner to develop solutions that are consistent with your desires for the proper development of the project, the use of a schedule promotes this higher level of communications, involvement and follow through.

The following highlights Bowman's standard QA/QC procedures for plan reviews:

Kick Off Meeting with Client

- Determine scope
- Determine schedule
- Gain additional background
- Understand Client's goals
- Task Order negotiation

Kick Off Meeting with Design Team

- Project Manager assembles the design team
- Subject matter expert (SME) required to attend
- Author of contract required to attend
- Project scope and deliverables are discussed
- Project strategy is discussed
- Discuss overall project issues
- Discuss potential risks and bottlenecks
- Discuss Client expectations with respect to scope/schedule/budget
- Ensures continuity of project from start to finish
- Design staff gets benefit of senior staff's experience

Meeting With Regulatory Agencies

- Confirm procedures & requirements
- Discuss unique project features
- Understand preferences
- Initiate "Buy In" with Agencies

Site Visit

- Discretionary based on size and complexity of project

- Review existing utility maps and as-builts prior to visit
- Review base mapping
- Review layout based on existing site features
- Review adjacent properties for impact

Early Design Review Meeting (approx. 30%)

- Review preliminary layout
- Review preliminary grading and utilities
- Review stormwater management and BMP design
- Review required landscape buffers and setbacks
- Review impact of environmental features
- Review Erosion & Sediment Control concept
- Review project schedule & budget
- Any additional discussions or updates with Client

Pre-Submission Review

- Plan substantially complete
- Project team performs jurisdictional checklist review
- PE performs internal QBD checklist review
- Design staff addresses PE comments
- and submits the plan for agency review

Constructability Review

- During 1st submission a QCP reviews plan for constructability using a QBD checklist
- Quality Control Professional (QCP) is a staff member with over 20 years' experience
- Redline comments are discussed with design team

Comment Review Meeting

- Review comments with SME or QCP
- Decide on strategy
- Contact Client to discuss strategy
- Follow up meeting with review agencies

Redline Backcheck Review

- During 2nd submission a QCP re-reviews plan
- Ensure that all constructability review comments have been addressed
- Final constructability and value engineering review

Lessons Learned

- Review project costs against budget
- Review major project issues
- Discuss what can be done better
- Meet with Client for input on performance

Working with Budget Constraints

Funding is almost always an issue on projects. We have developed several approaches to dealing with this challenge. As outlined in our approach we like to perform a detailed cost evaluation of a project somewhere around the 20-30% complete milestone to see where we are on the budget. On some projects we recommend doing a preliminary design with cost estimate for the same reason. The goal is to get a realistic appraisal of the project as early as possible, but far enough along in the design process so the major issues can be quantified. This approach limits the expense to get the project properly bracketed. At this point, with minimal investment, adjustments can be made to the scope of the project, the project can be phased, additional money can be sought, or the project could be put on hold.

We have worked with others that know there is insufficient money to construct the project, but want to proceed with design and a phased approach. One example is a mile of sidewalk that had not been constructed due to the terrain and cost, but

public pressure was calling for the sidewalk to be completed. We worked with the agency and designed the entire project and prepared the cost estimate by plan sheet. The bid schedule was set up by plan sheet as well. This approach allowed us to wait to the last moment to determine actual funding and adjust the project to the available budget for the first phase. The rest of the project could be constructed in phases, based on how the money became available, and the plan set and bid schedule could be assembled to the available budget by adding or deleting sheets. A similar approach was used for water distribution system upgrades. The system was master planned and designed to make it easy to implement in phases. Having substantial construction experience is essential to developing these types of approaches to balance flexibility and cost of improvements.

Constructability Review

All designs should be reviewed from the perspective of how they will be constructed. This can be done internally through the course of design or as an independent review. Bowman Consulting has experience performing independent constructability reviews for agencies on road, utility, site improvements and water and wastewater treatment plant designs. Our philosophy on engineering is that you cannot be a good design engineer if you do not have construction experience. Conversely you cannot be a good construction engineer if you do not have design experience. As you can see our team is staffed with people who can perform all of these tasks. Designs that are well thought out will make it easier for the contractor to build, cost less, have fewer problems, and take less time to construct. The discussion on "Maintenance Issues" will expand on the types of things that we can look for in our constructability reviews.

Maintenance Issues

Maintenance issues are often overlooked during the design process. Bowman Consulting has been involved with small projects to improve treatment plant operations such as adding gates to sedimentation basin inlets to balance flows, and adding mobile pumps to clarifiers to dewater them faster. These types of projects, and being involved with start-ups and troubleshooting have all made an impression on the client about the need for consideration of maintenance during design. This particular example would be in a treatment plant or pump station, but the same principle applies for all engineering design. Things that are looked for in a design are flange separation from walls, adequate flex couplers to easily breakdown piping, working space between pumps and other equipment, directing drain and spill water away from maintenance work areas, additional pipe supports to facilitate holding piping in place while it is broken apart but not inhibiting the removal of key components, by-passes, plenty of valves to redirect or shut off flows, ARV drain lines extended to the drain, plenty of hose bibs and electrical outlets, proper lighting of work areas, cranes to assist the operator's breakdown and handling of system components, ease of access to all work areas, setting piping at a good height to work on with proper clearance all around, to name a few. We will apply our knowledge and work closely with operations and maintenance personnel to make sure their pet peeves are addressed at the design level.

Commitment

The most important qualification Bowman Consulting brings to the Village of Indiantown is the commitment of the firm, at all levels, to successfully complete all task assignments on this contract; assignments that are technically sound and delivered on schedule. Bowman Consulting has a strong commitment to South Florida and the Village of Indiantown. The *importance of this contract to us*, and building our successful relationship with the Village of Indiantown staff, *cannot be overstated*. Our firm's over 20-year history in South Florida is indicative of a long-standing commitment to all clients, on all levels, to deliver a quality product. These assignments are no different, and you are assured that our best efforts will be directed to your satisfaction on every assignment, without exception. We look forward to further detailing our qualifications and commitment to your success as one of the shortlisted firms.

Land Surveying

Accurate land surveying can make the difference between a successful project and months of wasted time and money. Bowman Consulting's land surveying team is comprised of knowledge and experienced professionals who are experts in their field. Our team possesses a profound portfolio of knowledge and experience from thousands of surveying projects, from routine boundary surveys to complicated aerial surveys utilizing the latest drone technology.

Our professional Land Surveyors routinely perform boundary and ALTA/ACSM land title surveys for both public and private clients. Bowman land surveying professionals are experts in boundary surveys, plat and legal description preparation, topographic surveys, mapping and construction layout staking, and professional and expert consulting. Our team is thoroughly experienced in preparing subdivision and easement plats, and improvement plans for clients with properties ranging in size from 4,000 square feet to over 20,000 acres, with terrain ranging from flat farmlands to the hills of San Francisco.

Land Surveying Services

- ALTA/ACSM surveys
- Boundary and topographic surveys
- GPS/geodetic control surveys
- Route/corridor surveys
- Construction layout/staking
- Utility location and as-builts
- Aerial mapping/photography/LiDAR
- Terrestrial LiDAR
- Full platting services
- Bathymetric surveys
- Subdivisions
- Easements
- Expert witness testimony
- Condemnation surveys

Additional Services

- GIS mapping CAD and support
- Land acquisition services with web portal

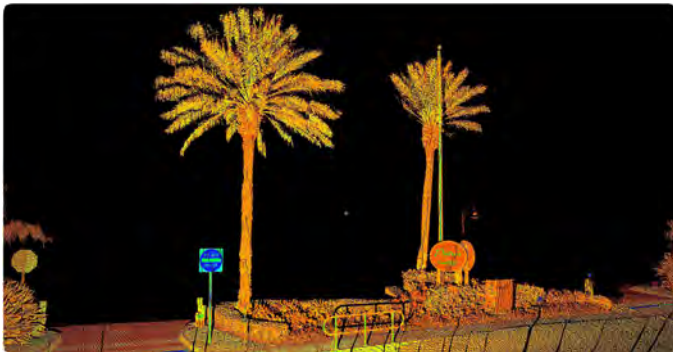


3D Laser Scanning

With the increasing demand for more efficient ways to provide innovation and added value for clients, Bowman Consulting has approached the technology arena with renewed vigor to enhance their client relationships with additional, industry-leading technology solutions.

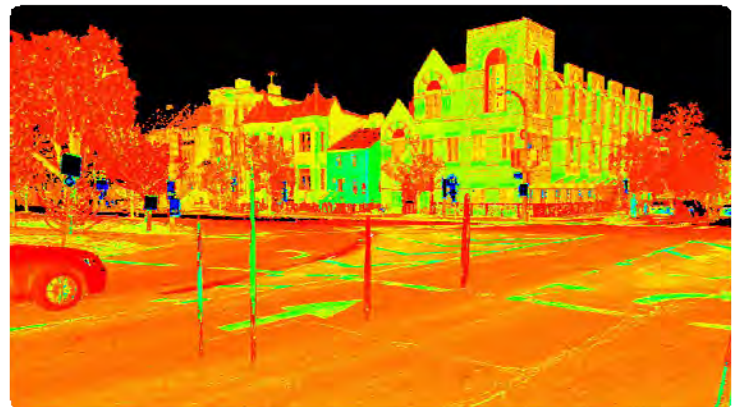
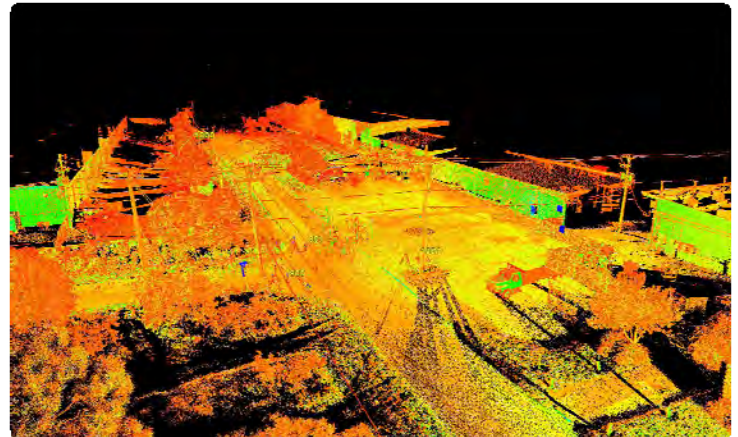
Bowman offers the most advanced experience and methodology to 3D Laser Scanning, allowing our team to deliver the most detailed and precise data to our clients. By using scanning techniques, we can minimize the field time and costs of your project, create interactive models which can be reviewed, assessed and planned for future development, and collect and archive data for future use and reference.

Bowman has invested in best-in-class equipment while building a team of the most seasoned professionals who are experts in their field.



3D Laser Scanning Technology

- Time of Flight and Phase-Based Scanners
- Highly Trained and Certified Staff
- Building Façade Inspection Services
- Mechanical and Electrical As-Builts
- Historic Architecture As-Builts
- Monitoring, Sheeting and Shoring, and Existing Buildings/walls
- Highway, Bridge, and Railroad As-Builts
- Safe Data Capture
- Data Capture Range of 350+ Feet



Capabilities

- 3D Modeling & 2D Plans
- Building Information Modeling (BIM)
- Historic Architecture As-Builts
- Building Façade Inspection Services
- Interior Building Scans
- Highway, Bridge and Railroad As-builts
- Interior and Exterior Mechanical and Electrical As-Builts
- Pre and Post Construction Condition Surveys
- Volumetric Surveys
- Project Animation Capabilities
- Fly-Through Video Presentations
- Brownfield Engineering Design
- Accident and Crime Scene Documentation

UAS Mapping

Bowman Consulting invests in the latest technology to ensure that our clients receive the highest quality service and exceptional value. Using an Unmanned Aircraft System (UAS), the Bowman Consulting team is leveraging current technologies to streamline conventional data collection processes. Our UAS mapping service provides deliverables that rival that of traditional photogrammetry and LiDAR data services, particularly for small to medium size projects.

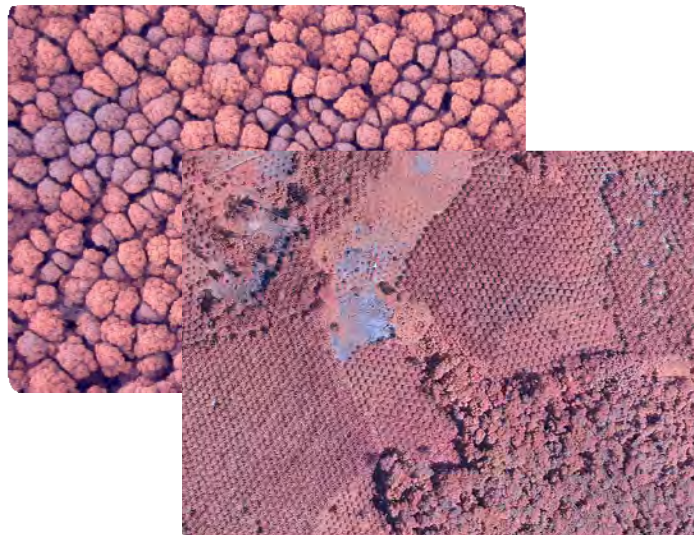
Client service is important to us. We strive to ensure that projects are delivered on time and that all parties are happy with the final product.

UAS Photogrammetry

- Construction Progress Documentation
- Capture Key Project Benchmarks During Construction
- Regular Volumetric Surveys
- Standard Ortho Imagery
- Planimetric Data Extraction
- Near-Infrared Sensing Capabilities
- 3D Terrain Extraction as a DTM, TIN or Point Cloud

Traditional Ortho Images (RGB)

- Up to 3cm Orthomosaic Accuracy
- Covers areas up to 10 Square Kilometers
- 45 Minute Flight Time per Battery



Near Infrared (NIR) Images

Near Infrared (NIR) images are used for the detection of environmentally sensitive areas, include those with dense vegetation. Additionally, NIR can be used for crop yield estimates, irrigation and fertilization program analysis.



Tab 3

Experience References/Past Performance

Downtown Stuart Streetscape, City of Stuart

Client: City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994
Phone: (772) 288-5331

Contact Person: Tim Voelker, PE
(772) 288-5332
tvoelker@ci.stuart.fl.us

Project Description:

This project was set up as a one contract, two phase project. The work included upgrading two blocks of Flagler Avenue and one block of Osceola Street. The work on Flagler Avenue was performed first and involved eliminating planters to add parking and upgrade the landscaping in the existing planters. This provided additional parking to offset the parking lost on Osceola Street. Osceola Street included outside dining areas, raised mid-block crosswalk and landscape enhancements with seating wall to provide resting area with a very small foot print. Starfish skateboard stoppers were identified to conform to the ocean theme. The cross walks were paved with a product to incorporate a wave effect mural. Along with aesthetics, drainage problems were corrected, geometrics improved, and HC ramps were brought up to current ADA standards. The City worked closely with the Downtown Merchants to provide desired improvements and to develop a construction schedule that would reduce the impact of construction to the businesses.

Begin date: September 2017
End date: September 2018

Principal in Charge:
Jerry Compton.

Project Manager:
Eric Flavell, P.E.

Project Engineer:
Eric Flavell, P.E.
William Archebelle

Consultant Role:
Civil Engineering

Consultant Cost:
\$38,900

Change Orders:
N/A



Booker Park Neighborhood Drainage and Pavement Restoration

Client: Martin County
2401 SE Monterey Road
Stuart, FL 34996

Contact Person: Logan Huberer, PE
(772) 288-5932
lhuber@martin.fl.us

Project Description:

Design for drainage improvement for Booker Park / New Hope Subdivision consists of approximately ~ 33,000 lf or 6.25+/- miles of roadways. Project includes the replacement of drainage structures, adding drainage conveyance structures, drainage swales that need to be regraded, the existing driveway culverts cleaned/desilted and all of the existing "main line" corrugated metal pipes, within the County right of way (ROW) replaced with reinforced concrete pipes, pavement milling and resurfacing, and replacement of sidewalk and other ancillary items within the neighborhood. Specific tasks include: Design, Survey, Construction Service and As-Builts.

Begin date: February 2018
End date: TBD

Principal in Charge:
Jerry Compton.

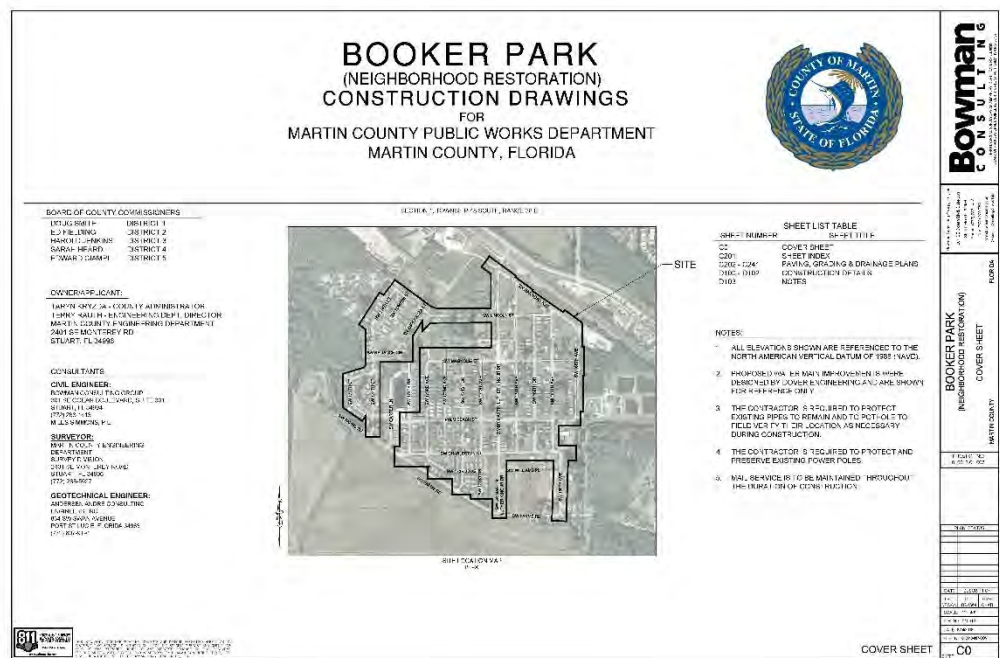
Project Manager:
Lisa Leonard, P.E.

Project Engineer:
Mark Brockway P.E.

Consultant Role:
Civil Engineering

Consultant Cost:
\$190,440.00

Change Orders:
N/A



Indian River County - 58 Avenue Full Depth Reclamation Project, Indian River Co.

Client: Indian River County
1800 27th Street, Building B
Vero Beach, FL 32960

Contact Person: James Ennis, County Engineer
Phone: (772) 563-7666

Project Description:

Project design was for the rehabilitation of the existing pavement section of 58th Avenue (Kings Highway – CR613) between 57th Street and CR-510 utilizing a full depth reclamation process of the existing roadway materials. The project included safety widening, constructing five-foot paved shoulders. The project included design of left turn lanes on all approaches to the intersection of 69th Street and design of a new traffic signal at 69th Street and replacement of the traffic signal at 58th Avenue and CR-510. Existing drainage and culvert extensions and replacement were designed as needed. Utility relocations were designed to accommodate the roadwork. The length of the project is approximately 3 ½ miles.

Many FDR projects leave the design up to the contractor. On this project, the design team evaluated the existing roadway materials and designed a hybrid FDR mix utilizing asphalt emulsion and cement to achieve the desired strength. A full analysis was performed to evaluate what materials were being produced and where they could be used. Quantities were tracked on the drawings, so the contractor would have material totals on a per station basis. The work was broken into phases to reduce the impacts to the motoring public. Utility relocations included the design of 600 lineal feet of 24" directional drilled waterline.

Begin date: January 2018 (Design)
End date: Const. TBD

Principal in Charge:

Erik Juliano, P.E., P.S.M.

Project Manager:

Eric Flavell, P.E.

Project Engineer:

Eric Flavell, P.E.
William Archebelle

Consultant Role:

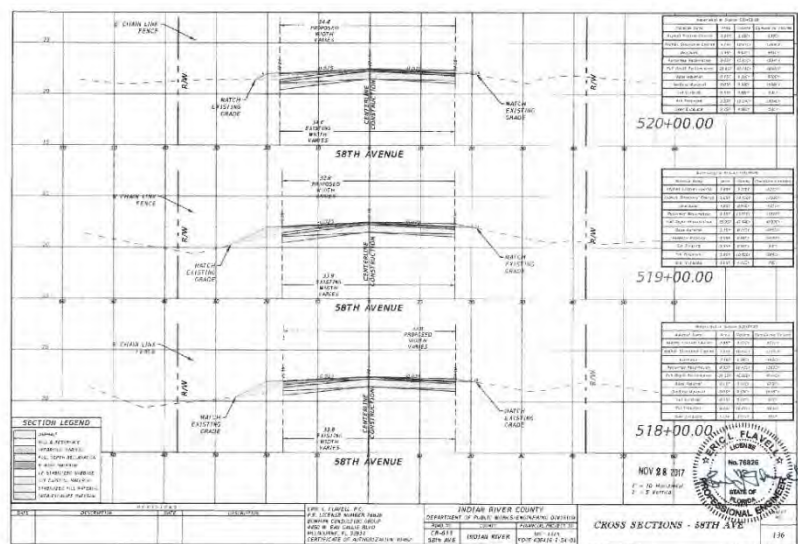
Civil Engineering,
Prime

Consultant Cost:

\$498,824

Change Orders:

CO pending for Agency added work.



Stuart Avenue and Australian Street Drainage Improvements, City of Stuart

Client: City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994
Phone: (772) 288-5331

Contact Person: Tim Voelker, PE
(772) 288-5332
tvoelker@ci.stuart.fl.us

Project Description:

Design for drainage improvements. The project provides residential flooding relief for the City of Stuart residences adjacent to the intersection of Australian Street and Stuart Avenue. The project consists of 750 LF of roadway and drainage improvements. Specific tasks include: Design, Survey, Construction Service and As-Builts.

Begin date: March 2016
End date: January, 2017

Principal in Charge:
Jerry Compton.

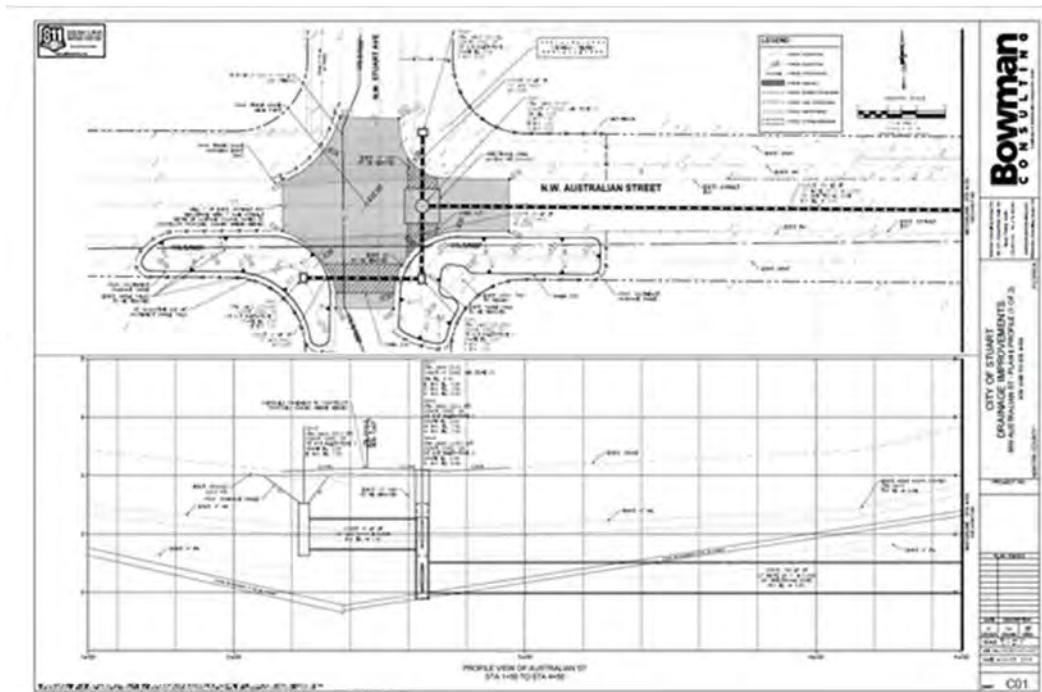
Project Manager:
Eric Flavell, P.E.

Project Engineer:
Eric Flavell, P.E.

Consultant Role:
Civil Engineering

Consultant Cost:
\$28,368

Change Orders:
N/A



Stuart Pavement Condition Evaluation, City of Stuart

Client: City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994
Phone: (772) 288-5331

Contact Person: Tim Voelker, PE
(772) 288-5332
tvoelker@ci.stuart.fl.us

Project Description:

This project which included a pavement condition survey in accordance with ASTM D6433-11, and an independent visual assessment that evaluated PCI (Pavement Condition Index), estimated area of point repairs and selected maintenance treatments for each reach of streets identified in the pavement condition survey. The pavement maintenance treatments were selected from a pallet that included rejuvenators, Micro Surfacing, double Micro Surfacing, slurry seal (Types I, II and III), chip seal, cape seal, and rejuvenating cape seal and overlay. We worked with the city to select the maintenance treatments that were appropriate for the city. Based on the field work a total cost to maintain streets in their current condition was calculated. From this, a recommended sustaining annual cost was determined to allow the city to properly budget for street maintenance work. The city was then broken into five maintenance zones to simplify implementation of the annual maintenance work. This information was presented to City Council and the plan was adopted.

Begin date: May 2015
End date: August 2016

Principal in Charge:
Jerry Compton.

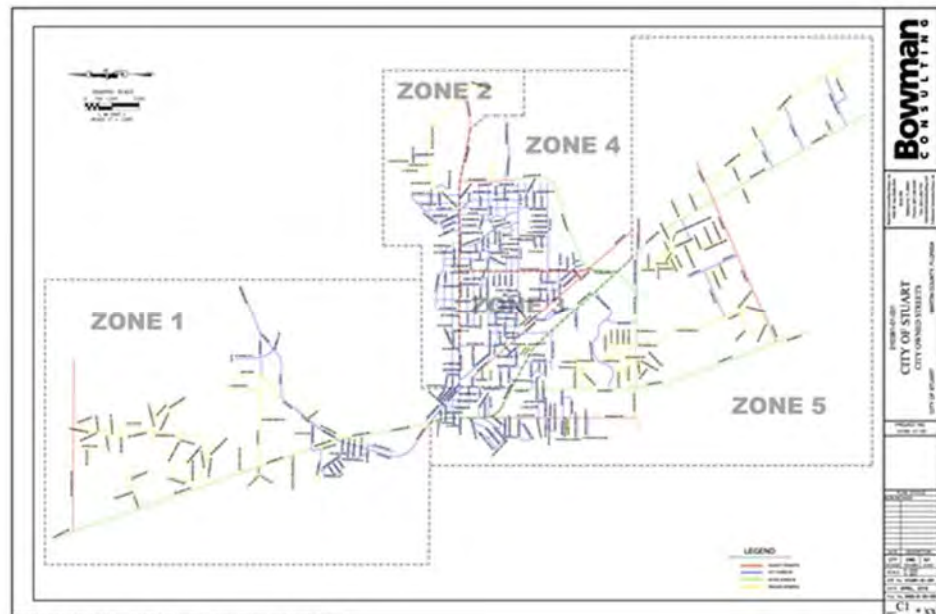
Project Manager:
Eric Flavell, P.E.

Project Engineer:
Eric Flavell, P.E.

Consultant Role:
Civil Engineering

Consultant Cost:
\$35,125

Change Orders:
N/A



Hobe Heights Neighborhood Drainage and Pavement Restoration

Client: **Martin County**
2401 SE Monterey Road
Stuart, FL 34996

Contact Person: Paul Bangs, PE
(772) 463-2848
pbangs@martin.fl.us

Project Description:

Design for drainage improvement for Hobe Heights Subdivision consists of 31,500 lf or 10.97+/- miles of roadway that are in need of being milled and overlaid. Project includes the replacement of drainage structures, adding drainage conveyance structures, drainage swales that need to be regraded, the existing driveway culverts cleaned/desilted and all of the existing "main line" corrugated metal pipes, within the County right of way (ROW) replaced with reinforced concrete pipes, pavement milling and resurfacing, and replacement of sidewalk and other ancillary items within the neighborhood. Specific tasks include: Design, Survey, Construction Service and As-Builts..

Begin date: May 2017
End date: June 2018

Principal in Charge:
Jerry Compton.

Project Manager:
Octavio Reis, P.E.

Project Engineer:
Mark Brockway P.E
Miles Simmons, EIT

Consultant Role:
Civil Engineering

Consultant Cost:
\$58,900

Change Orders:
N/A



Baker Road Sidewalk Extension & Landscape Beautification, City of Stuart

Client: City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994
Phone: (772) 288-5331

Contact Person: Tim Voelker, PE
(772) 288-5332
tvoelker@ci.stuart.fl.us

Project Description:

Bowman Consulting provided the design for sidewalk and landscape improvements, beautification, and buffering. The project provided for pedestrian connectivity along Baker Road and SR 707. The project consisted of 3450 LF of 8 ft wide sidewalks and 2570 LF of native and drought tolerant landscaping improvements. The project was FDOT funded through the Local Agency Program (LAP) program, with design coordination with City of Stuart, Martin County and FDOT.

Bowman also provided conceptual design, quantity takeoffs, construction estimates, contract document assistance, design exhibits and coordination for design review and funding approval.

Begin date: February 2014
End date: January 2016

Principal in Charge:
Jerry Compton.

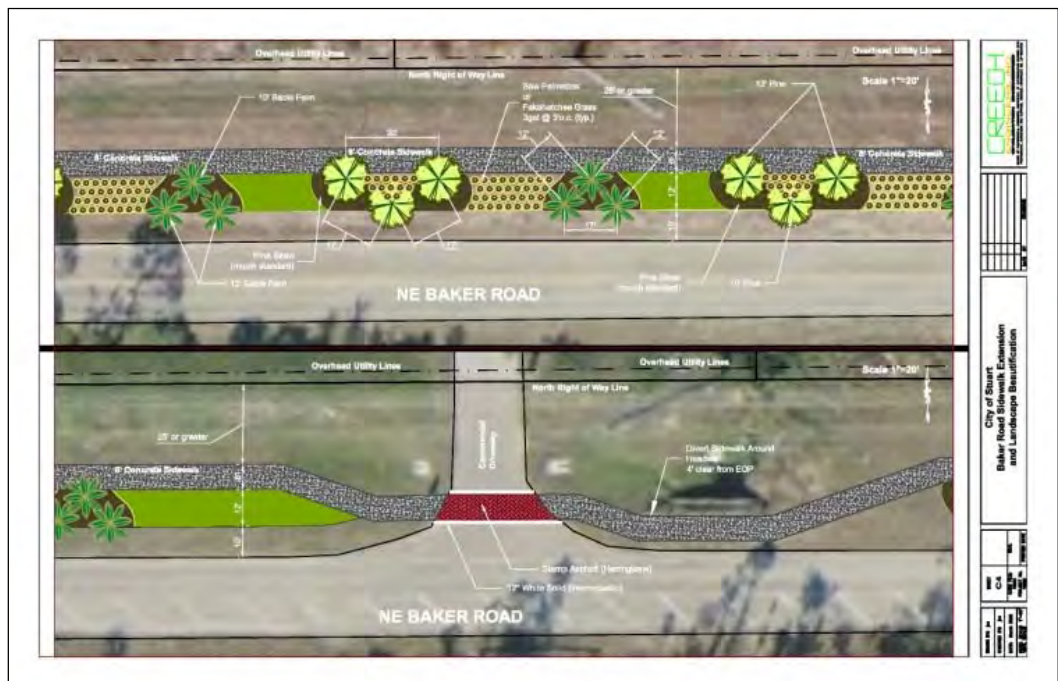
Project Manager:
Howard Ehram, P.E.

Project Engineer:
William Archebelle
Howard Ehrsam

Consultant Role:
Civil Engineering

Consultant Cost:
\$41,467

Change Orders:
N/A



Stuart Pavement Maintenance FY 2018 Improvements, City of Stuart

Client: City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994
Phone: (772) 288-5331

Contact Person: Tim Voelker, PE
(772) 288-5332
tvoelker@ci.stuart.fl.us

Project Description:

This is the first year of the implementation of the Pavement Maintenance Program developed with the evaluation in 2016 which will be in Zone 1. This year's project will include Rejuvenation, Crack Sealing, Micro Surfacing, Point Repairs on the proposed Micro streets, and mill and Overlay. Two sets of contract documents will be prepared, one for the crack sealing and Micro Surfacing and a second for the point repairs, and mill and overlay. Rejuvenation will be on a piggy back contract and handled by the City, but we will select the streets and put the bidding list together.

This work includes using the evaluation to perform a pre selection of streets, reviewing with the City, then field review to confirm condition and proposed treatments. The work will be broken out on a block by block basis with all work by square footage and MOT requirements listed in the work spreadsheet.

Begin date: June 28, 2018 (Design)
End date: TBD

Principal in Charge:
Jerry Compton.

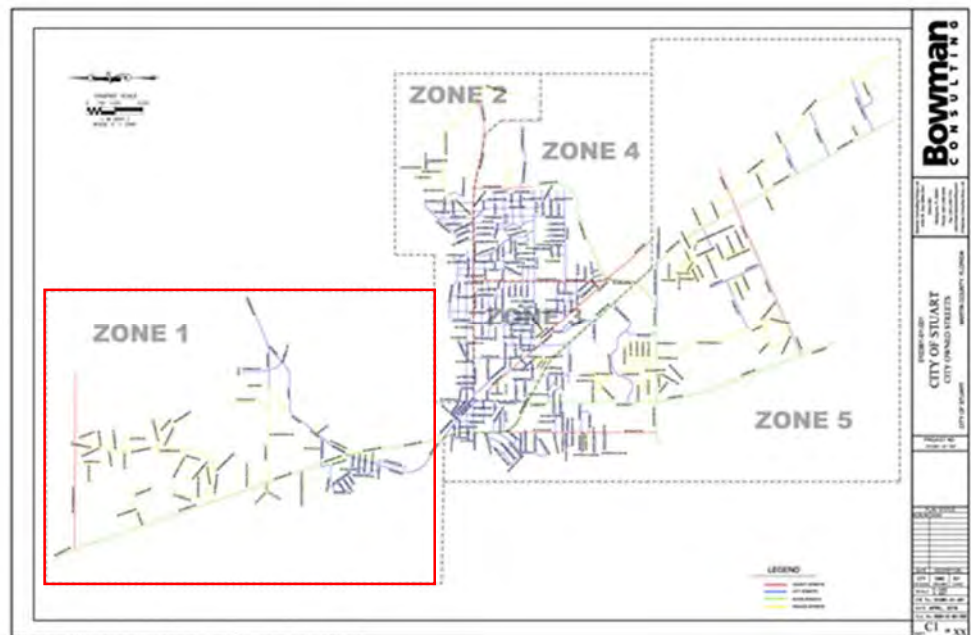
Project Manager:
Eric Flavell, P.E.

Project Engineer:
Eric Flavell, P.E.
William Archebelle

Consultant Role:
Civil Engineering

Consultant Cost:
\$59,905

Change Orders:
N/A



Martin County Sailfish Splash Water Park (fka Aquatic Center)

Client: Martin County Parks & Recreation Department
2401 SE Monterey Road
Stuart, FL 34996

Contact Person: Kevin Landry, Project Manager
(772) 221-1376
(772) 288-5332
klandry@martin.fl.us

Project Description:

Project includes the site civil engineering for the County Aquatic Center consisting of four pools and associated pool and recreational amenities. Civil engineering services are part of the design-build team with Bayview Construction for Martin County.

Design and permitting of site civil engineering features including pool decking and drainage, access roadways and parking, stormwater management conveyance facilities, stormwater storage and treatment, site grading, water and wastewater utilities including coordination between Martin County and the City of Stuart Utilities Departments for the onsite and offsite utility improvements required for the project.

Begin date: February 2012

End date: August 2014

Principal in Charge:

Jerry Compton.

Project Manager:

Octavio Reis, P.E.

Project Engineer:

Adam Schildmeier EIT

Consultant Role:

Civil Engineering

Consultant Cost:

\$90,000

Change Orders:

N/A



Jumper Creek Watershed Management Plan – Sumter County, Florida**Client:** Southwest Florida Water Management District**Start and Completion:** 2014-Ongoing

Cardno, as an approved watershed management program consultant, is assigned to complete the Watershed Evaluation, Watershed Management Plan and Alternative Analysis for the Jumper Creek Watershed, a 58.6-square-mile basin. Cardno has performed dozens of similar evaluations with the Southwest Florida Water Management District and Suwannee River Water Management District. This is a challenging watershed as it contains many natural and man-made connections to the primary conveyance, Jumper Creek, which has been heavily modified over time. The initial data collection, GIS processing, field data collection and parameterization tasks are complete with the floodplain delineation as the next step. Upon completion of the Floodplain Justification Report, a comprehensive and detailed geodatabase is developed, providing for the foundation of the Interconnected Channel and Pond Routing model, along with the floodplain polygons for the 100-year event. This information will be used by the County in their land use zoning and planning, CIP, and if desired, revisions to the existing FEMA DFIRMs. Following the development of floodplains and related flow and duration information, Cardno staff will perform a level of service assessment for roads and structures within the watershed. Based on these findings, the County can identify and prioritize capital improvement projects. As part of this project, Cardno assessed and provided design drawings and construction management plans for the replacement of the 25th Street crossing of Jumper Creek. This crossing had previously failed and was subject to future failure. Cardno designed a more stable structure, and one that can be easily modified to provide additional conveyance if upon the conclusion of the project, this crossing is causing upstream flooding.

Six Mile Creek Drainage Study, Green Bay Outfall – Bartow, Florida**Client:** Mosaic Fertilizers**Start and Completion:** 2017-2018

Cardno prepared a surface water drainage modeling analysis as part of the closure plan for a Mosaic site near Bartow, Florida. The site lies on the upper reaches of Six Mile Creek, a tributary of the Peace River. The study was prepared as part of a Multi-Sector Group Permit application to the Florida Department of Environmental Protection (FDEP). Cardno was tasked with assessing the flooring potential from rerouting storm water discharges to Peace River basin post facility closure. A detailed review of a large scale Interconnected Pond Routing surface water model was conducted to establish existing conditions. Cardno conducted field topographical surveys and surveyed existing drainage structures along Six Mile Creek basin. Numerous updates were made to improve the level of detail in the Interconnected Pond Routing model. The Southwest Florida Water Management District reviewed the updates and have adopted the model improvements to the Upper Peace River Homeland Interconnected Pond Routing model domain. The updated Interconnected Pond Routing model was validated and verified to the original study results. The model was used to analyze the impacts of post-closure stormwater discharge to the Peace River basin as well as design on-site stormwater drainage infrastructure. A detailed drainage study report was prepared for FDEP and Southwest Florida Water Management District approval. The detailed stormwater modeling approach allowed Mosaic to save significant resources and time in the development of on-site stormwater drainage infrastructure. Prior to Cardno's involvement, it had been assumed new on-site stormwater detention would require, but the field surveying and modeling demonstrated the existing on-site stormwater detention can attenuate rerouting of stormwater discharges to Peace River basin.

Comprehensive Plan, Community Rating System, and Stormwater Fee Study – Temple Terrace, Florida**Client:** City of Temple Terrace**Start and Completion:** 2015-2016

Cardno assisted the City in preparing the Stormwater Management Element of its Comprehensive Plan, the Community Rating System (CRS) recertification application and Stormwater Fee Study. Cardno staff amended the City's Goals, Objectives and Policies in the Stormwater Management Element and reviewed/ compiled supporting documentation into the proper format for documenting creditable CRS activities as listed in the CRS Manual (Section 200 and CC-213 Recertification Form). Cardno used the CRS Calculation application provided by the Federal Emergency Management Agency, which calculates credits for each Section of the Manual and provided the City with the appropriate forms required as referenced in the CRS Manual. Cardno staff assisted City staff complete forms and initiated the recertification process on behalf of the City. The phases of the Stormwater Rate Study included Phase 1 – fact finding and initial decisions, Phase 2 – stormwater utility formulate, Phase 3 – stormwater utility implementation, and Phase 4 – initial rates implementation and final report.

Old Pioneer Park Cemetery Water Main Replacement Survey – City of Pahokee, Florida**Client:** A.D.A. Engineering, Inc.**Start and Completion:** 2014

During the planning stages of a water main replacement in Pahokee, the Palm Beach County Archaeologist reviewed the project in accordance with county ordinances and found that the Old Pioneer Park Cemetery had been previously recorded within the project area. Since there was the potential for unmarked burials, the county requested that additional studies be completed. Old Pioneer Park Cemetery dates to ca. 1918 – 1928, with 34 people thought to be buried here, mostly in unmarked graves. The earliest burial occurred soon after Pahokee was first platted, and the last was just one month before the hurricane of 1928 swept across South Florida. Still ranking among the worst natural disasters to befall the United States, the September 1928 storm is believed to have killed more than 2,000 people. It also washed out a portion of the cemetery, which is located on the east shore of Lake Okeechobee; some remains were reinterred once the waters subsided. Palm Beach County residents established a new cemetery north of Pahokee after the hurricane, and no longer used the Old Pioneer Park Cemetery for burials. In the 1930s, the federal government built the Herbert Hoover Dike around Lake Okeechobee and immediately adjacent to the cemetery, separating it from the lake. Cardno archaeologists used a combination of interviews with longtime residents, historic maps, local and state records, and ground-penetrating radar survey to demonstrate that there was no evidence of burials along State Road 714 where the water main was to be replaced.

The Withlacoochee Regional Water Supply Authority 20-Year Water Supply Plan – Central Florida**Client:** Withlacoochee Regional Water Supply Authority**Start and Completion:** 2012-2014, 2018-Ongoing

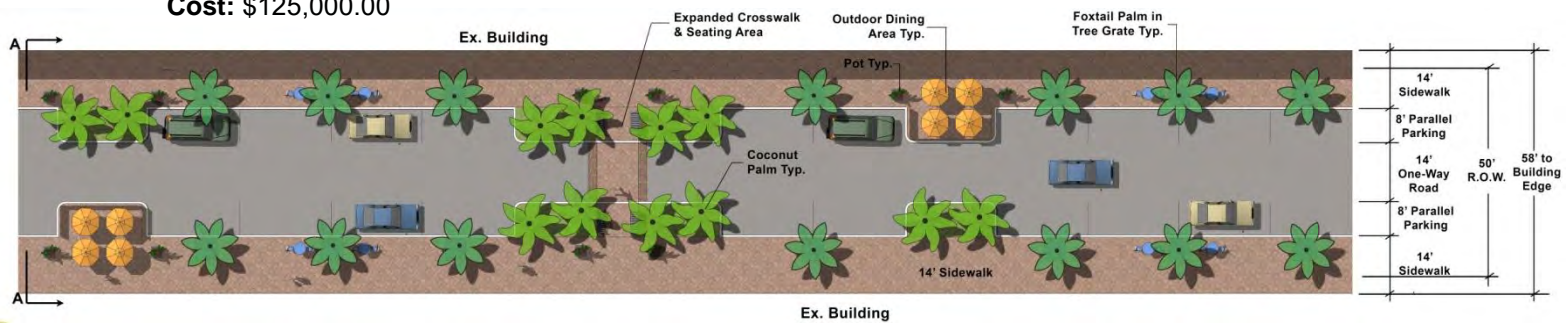
The Withlacoochee Regional Water Supply Authority is charged with planning for and developing cost-efficient, high-quality water supplies and promoting environmental stewardship through its water conservation programs for its four-county service area in central Florida. Cardno was contracted by the Authority in 2012 to develop a water supply plan that included a 20-year assessment of water demands and potential sources of water available to meet these demands. The objective was to assist water supply utilities in the Authority's service area by developing implementable water supply options and strategies to meet future demands. Cardno completed the 2015 plan and was recently selected to provide the 2020 water supply plan update for the Authority. One of the most important tasks was to assess the quantity of groundwater that remains to be obtained from the Upper Floridan aquifer; the region's principal water supply source. The aquifer has been over-pumped to the degree that surface water resources such as springs, rivers, lakes, and wetlands are being impacted. Cardno used a sophisticated groundwater flow model to identify several locations where additional quantities of groundwater could be developed without tripping state-mandated minimum flows and levels. Since the remaining groundwater supplies were not sufficient to meet projected public supply demands, Cardno completed a comprehensive analysis to identify and quantify the potential yield/savings of alternative water supplies, including water conservation, brackish groundwater and seawater desalination, surface water, and reclaimed water. Cardno also completed a feasibility assessment for water supply options that included environmental concerns according to location and potential yield; water quality and treatment requirements; and economic considerations for transmission, pumping, operation, and maintenance costs. Finally, Cardno completed an analysis of issues associated with the sharing and interconnection of water supply sources between the four-member counties that included recommendations for governance, wholesale pricing of water supplies and water allocations between members, and potential funding sources for developing new supplies.

Client: City of Stuart - Teresa Sarno- Lamar, CRA & Special Assistant to the City Manager
(772) 288-5300

Project Description: HJA worked with CRA staff to create a revitalized streetscape that will add seating to Osceola Street and establish a uniform street tree theme. Parking needs were also addressed by eliminating unused small landscape islands along Flagler Avenue. Public participation and support graphics, as shown here were a key element of the project's success.

Project Completion Date: Construction planned for summer 2018

Cost: \$125,000.00



Street Tree Pattern & Outdoor Dining



Expanded Midblock Crosswalk & Seating Area



SW Osceola St. - Section A-A



Client: City of Stuart - William Reinert, 772-221-4700

Project Description: Design for sidewalk and landscape improvements, beautification, and buffering. The project will provide for pedestrian connectivity along Baker Road and SR 707. The project consists of 3450 LF of sidewalks that are eight feet wide and 2570 LF of landscaped plant material. All plant material will be native and drought tolerant. Specific tasks include: Local Agency Program (LAP) documents and coordination for funding approval, construction estimates, and conceptual design and exhibits.

Project Completion Date: 2015

Cost: \$5,660





Tab 4

Familiarity

Familiarity

With Florida offices in Stuart, Port St. Lucie, Melbourne, Orlando, Tallahassee, Fort Lauderdale, Jacksonville and Tampa; Bowman Consulting continually provides unique, creative and cost effective solutions to all of our valued clients.

Bowman Consulting is based out of Virginia with over 35 offices and over 600 staff members throughout the United States. Jerry Compton, Principal and Branch Manager of the Stuart Office, has also been a long time resident of Stuart and Martin County for 34 plus years. Mr. Compton's continuous dedication to the health and welfare of the surrounding Martin County area will only be surpassed by the dedication needed to assist in any manner necessary to get Village of Indiantown Staff started on the right track.

Other professional staff members besides Eric Flavell, PE who will be assigned to the project: Octavio "Oats" Reis, PE; Lisa Leonard, PE; Howard Ehram, PE, William Archebelle and G. Mark Brockway, PE, are also members of the Treasure Coast community. They have all worked extensively within Martin County on previous projects and are familiar with expectations and requirements of local agencies, and have established professional working relationships. The staff at the Stuart Bowman office wants to be a part of their community and take pride and ownership in what they do professionally and personally.

Local Conditions

Revenue and limited resources for projects for the newly established Village of Indiantown will be most likely contested. With that, any proposed capital improvement project will be met with scrutiny by the public. The Village is tasked with meeting the demands for future population and must plan for it now according to governing agencies. The Bowman Team is aware of the constraints and understands significant public outreach will be required to assist the Village of Indiantown in obtaining their goals to address community improvements, as well as meeting regulatory requirements.

Our team has worked in all seven of the individual community redevelopment areas from both a public sector support perspective as well as private sector developments; each with their own unique development patterns and zoning regulations. As stated previously, Team Bowman is a combination of local firms that live and work locally and have a vested interest in the success of the CRAs because it is OUR community as well.

The prior Indiantown Community Redevelopment Area (CRA) was created in response to years of urban areas developing without planned infrastructure. We partnered with specialized consultants for the land use planning, water and wastewater systems, and funding/costs solutions. Through a charrette process, a vision plans was adopted. The plan was the result of a collaborative effort between the County, their planning consultant, Neighborhood Advisory Committees (NACs), and the public (stakeholders of the community). Bowman Consulting's role was to develop stormwater, water, and wastewater master plans with varying physical conditions, socio-economical conditions, topography, historical development patterns, and vision plan of their future. The CRA required review of the existing data, analysis of existing conditions, and modeling of the stormwater systems. The Indiantown CRA is 4,800 acres. It has limited stormwater infrastructure consisting of drainage canals and relies on highly permeable soils.



Tab 5

Financial Assessment

Financial Assessment

Bowman Consulting understands the amount of planning and fiscal responsibility that it takes for the Village to serve its residents and achieve the goals of the Village of Indiantown. We realize the importance of keeping projects on schedule and within budget to enable the staff to meet milestones tied to funding and complete critical Village projects. Based on our experience, all design requires attention to detail, big and small. It starts with the accumulation of base information. We want to accumulate information on all facilities that can impact the proposed projects.

Working with Budget Constraints

Funding is almost always an issue on projects. We have developed several approaches to dealing with this challenge. As outlined in our approach we like to perform a detailed cost evaluation of a project somewhere around the 20-30% complete milestone to see where we are on the budget. The goal is to get a realistic appraisal of the project as early as possible, but far enough along in the design process so the major issues can be quantified. This approach limits the expense to get the project properly bracketed. At this point, with minimal investment, adjustments can be made to the scope of the project, the project can be phased, additional money can be sought, or the project could be put on hold.

We have worked with others that know there is insufficient money to construct the project, but want to proceed with design and a phased approach. One example is a mile of sidewalk that had not been constructed due to the terrain and cost, but public pressure was calling for the sidewalk to be completed. We worked with the agency and designed the entire project and prepared the cost estimate by plan sheet. The bid schedule was set up by plan sheet as well. This approach allowed us to wait to the last moment to determine actual funding and adjust the project to the available budget for the first phase. The rest of the project could be constructed in phases, based on how the money became available, and the plan set and bid schedule could be assembled to the available budget by adding or deleting sheets. A similar approach was used for water distribution system upgrades. The system was master planned and designed to make it easy to implement in phases. Having substantial construction experience is essential to developing these types of approaches to balance flexibility and cost of improvements.

Working with Man Hour Constraints

Bowman Consulting utilizes Deltek's Vision Software which provides its Project Managers with a number of reports from detailed cost analysis to project-to-date summaries. Bowman Consulting also incorporates electronic timesheets, in which all employees log in their time daily. The Project Manager accesses this data each week to evaluate cost, production rates, schedules, invoicing, and accounts receivable. This effectively allows the Project Manager to make required actions before task budgets go over.

Furthermore, Bowman Consulting tracks the hourly use of time versus the budgeted time for each project. We have accumulated enough typical man-hour data to schedule tasks and establish an accurate budget forecast. The Project Manager utilizes this information and Microsoft Project to identify tasks, resources, project milestones, key client due dates and task coordination. With respect to project schedules and control, the Project Manager reviews deliverable deadlines and schedules the necessary work efforts and review periods with staff to ensure the deadlines are met and costs are maintained. Utilizing software and procedures, Bowman Consulting is able to help clients reduce costs and maintain schedules on a daily and weekly basis.

QA/QC

There is no measurement for good design. By its nature, Quality by Design (Quality Assurance and Quality Control (QA/QC)) is updated procedures coupled with monitoring and checking that is incorporated within the overall design process. As such, it is continually evolving to address changes in market demands, philosophy, and new technologies. We will perform independent in-house review of the drawings and specifications. In addition to the office plan check, we perform a field review of the drawings to confirm that the drawings are consistent with field conditions. Integration of our QA/QC procedures into the design process is a holistic approach to design. It is continually refined, adjusted for change with a focus on accuracy and completeness to remain on budget. See Tab 7 Quality by Design procedure, also included is one of the many forms we use as part of our renewed initiative.

Scheduling

We take our deadlines very seriously and deadlines are particularly important, because time is money. We will work with the Village at the beginning of each project to develop the scope, identify what the issues are, determine what the milestones are and with this information we will develop a project schedule. As professionals we all know that things happen, sometimes beyond our control, during the course of a project. Our job is to work with you in a timely manner to develop solutions that are consistent with your desires for the proper development of the project and the use of a schedule promotes this higher level of communications, involvement and follow through.

Constructability Review

All designs should be reviewed from the perspective of how will they be constructed prior to going to construction. This can be done internally through the course of design or as an independent review. Bowman has experience performing independent constructability reviews. This process allows for the “fine tooth comb review” and the elimination of change orders based on design that could cost budget overruns if not completed.

Commitment

The most important qualification Bowman Consulting brings to the Village is the commitment of the firm, at all levels, to successfully complete all task assignments on this contract; assignments that are technically sound and delivered on schedule. Bowman Consulting has a strong commitment to South Florida and the Village of Indiantown. The **importance of this contract to us**, and building our successful relationship with the Village staff, **cannot be overstated**. Our firm’s over 20-year history in South Florida is indicative of a long-standing commitment to all clients, on all levels, to deliver a quality product. These assignments are no different, and you are assured that our best efforts will be directed to your satisfaction on every assignment, without exception. We look forward to further detailing our qualifications and commitment to your success as one of the shortlisted firms.



Tab 6

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2017

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

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

PRODUCER Klein Agency, LLC. P.O. Box 219 Timonium MD 21094		CONTACT NAME: Mitchell Bowers PHONE (A/C, No, Ext): (410)832-7600 FAX (A/C, No): (410)832-1849 E-MAIL ADDRESS: mbowers@kleinagencyllc.com															
INSURED Bowman Consulting Group, Ltd. 3863 Centerview Drive, Suite 300 Chantilly VA 20151-3287		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Insurance Co</td> <td>25615</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Co. of Am</td> <td>25666</td> </tr> <tr> <td>INSURER D: RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Co	25615	INSURER B: Travelers Property Casualty Co. of America	25674	INSURER C: Travelers Indemnity Co. of Am	25666	INSURER D: RLI Insurance Company	13056	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 17-18 No Endt **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6306J047645	08/31/2017	08/31/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			8109J024883	08/31/2017	08/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP6J395074 (Follows Form)	08/31/2017	08/31/2018	EACH OCCURRENCE \$ 18,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 18,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			UB006J317115	08/31/2017	08/31/2018	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
							Each Claim \$5,000,000
D	Professional & Pollution Liability			RDP0030127	08/31/2017	08/31/2018	Aggregate \$8,000,000

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

See Attachment for specific additional insured wording.

CERTIFICATE HOLDER

For Proposal Purpose

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

James R. Klein

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

COMMENTS/REMARKS
<p>If required under an insured written contract, executed prior to any loss, Certificate Holder is an Additional Insured under the General Liability Policy, but only with respects to liability arising from work performed by or on behalf of Bowman Consulting Group, Ltd.</p> <p>If required under an insured written contract, executed prior to any loss, Certificate Holder is an Additional Insured under the Automobile Policy, but only with respects to liability arising from the operation of vehicles by employees of Bowman Consulting Group, Ltd.</p> <p>If required under an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for the certificate holder under the General Liability, Automobile Liability and Workers Compensation Policies.</p> <p>It is further understood that coverage provided the Additional Insured under the General Liability and Automobile Liability shall be primary and non-contributory to any other coverage available to the Additional Insured.</p>
OFREMARK



Tab 7

Submittal Forms & Requested Information

Bowman Consulting Group, Ltd., Inc.
State of Charter, Department of State

State of Florida

Department of State

I certify the attached is a true and correct copy of the application by BOWMAN CONSULTING GROUP, LTD., INC., a Virginia corporation, authorized to transact business within the State of Florida on November 30, 2012 as shown by the records of this office.

The document number of this corporation is F12000004832.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirtieth day of November, 2012

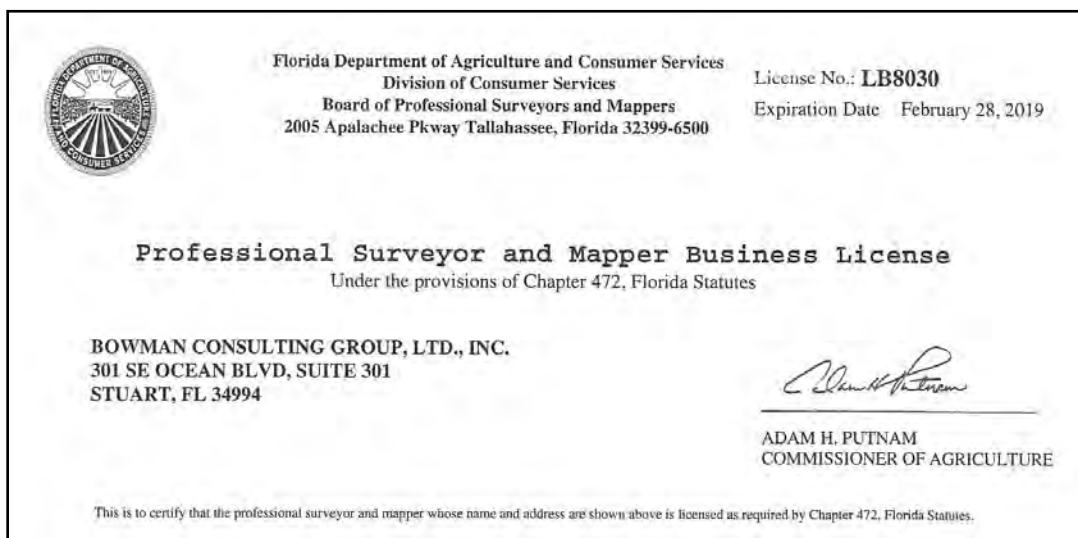
Ken Detzner
Ken Detzner
Secretary of State


CR2EO22 (1-11)

Bowman Consulting Group Ltd. Inc.
Professional ENGINEERING FIRM License



Bowman Consulting Group, Ltd., Inc.
Professional SURVEYING FIRM License



City of Stuart Business Tax Receipt - Engineering

CITY OF STUART LOCAL BUSINESS TAX RECEIPT 2017-2018		RECEIPT NO.	ACCOUNT NO.	CATEGORY NO.
		11609	27973	120020
BUSINESS TYPE	ENGINEERING FIRM	TAX YEAR BEGINS OCTOBER 1 AND ENDS SEPTEMBER 30. PAYMENT OCTOBER 1 CONSTITUTES VIOLATION OF CITY CODE OF ORDINANCES		
OWNER AND LOCATION	COMPTON, JEROME A. 301 SE OCEAN BLVD STE 300	This local business tax receipt does not permit the holder to operate in violation of any City law, ordinance, or regulation. Any changes in location or ownership must be approved by the City License Section, subject to zoning restrictions. This receipt does not constitute an endorsement, approval, or disapproval of the holder's skill or competence or of the compliance or non-compliance of the holder with other laws, regulations, or standards.		
ST/CITY LICENSE	C/A 30462 LB8030	Local Business Taxing Questions 772-288-5319		
DESCRIPT	NRAI SERVICES INC			
		FEE	PENALTY	TRANSFER
		100.00	0.00	0.00
		MISCELLANEOUS		PAID
		0.00		100.00
BUSINESS NAME AND MAILING ADDRESS	BOWMAN CONSULTING GROUP LTD COMPTON, JEROME A. 301 SE OCEAN BLVD STE 300 STUART FL 34994	DATE 10/04/2017		
		CHERYL WHITE CITY CLERK		
KEEP THIS RECEIPT - NO TRANSFER WITHOUT ORIGINAL RECEIPT				

City of Stuart Business Tax Receipt – Survey

CITY OF STUART LOCAL BUSINESS TAX RECEIPT 2017-2018		RECEIPT NO.	ACCOUNT NO.	CATEGORY NO.
		11610	27973	170370
BUSINESS TYPE	SURVEYOR	TAX YEAR BEGINS OCTOBER 1 AND ENDS SEPTEMBER 30. PAYMENT OCTOBER 1 CONSTITUTES VIOLATION OF CITY CODE OF ORDINANCES		
OWNER AND LOCATION	COMPTON, JEROME A. 301 SE OCEAN BLVD STE 300	This local business tax receipt does not permit the holder to operate in violation of any City law, ordinance, or regulation. Any changes in location or ownership must be approved by the City License Section, subject to zoning restrictions. This receipt does not constitute an endorsement, approval, or disapproval of the holder's skill or competence or of the compliance or non-compliance of the holder with other laws, regulations, or standards.		
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		MISCELLANEOUS		PAID
		0.00		100.00
BUSINESS NAME AND MAILING ADDRESS	BOWMAN CONSULTING GROUP LTD COMPTON, JEROME A. 301 SE OCEAN BLVD STE 300 STUART FL 34994	DATE 10/04/2017		
		CHERYL WHITE CITY CLERK		
KEEP THIS RECEIPT - NO TRANSFER WITHOUT ORIGINAL RECEIPT				

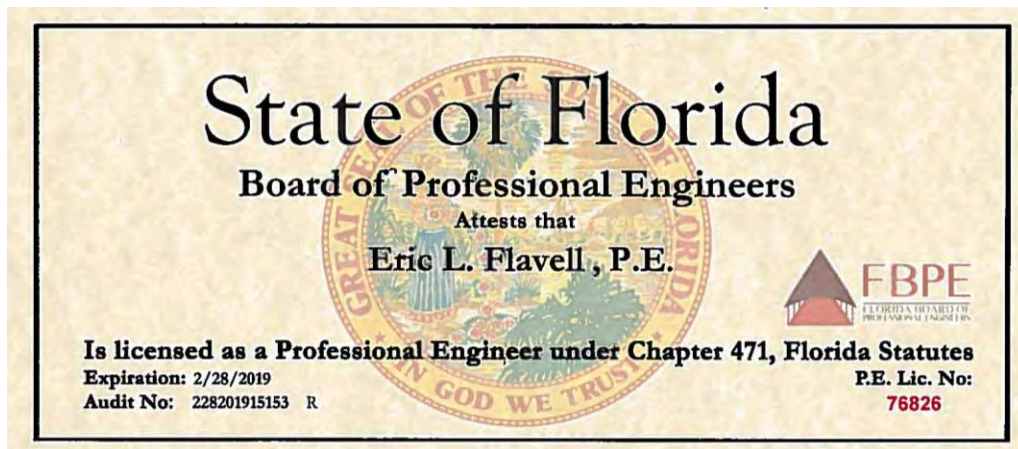
Martin County
Business Tax Receipt – Engineering

MARTIN COUNTY ORIGINAL BUSINESS TAX RECEIPT Honorable Ruth Pietruszewski CFC, Tax Collector 3485 S.E. Willoughby Blvd., Stuart, FL 34994 (772) 288-5604				Account 2015-125-0771 Cert 27973 Phone (772)283-1413 Sic No 813920 Location 301 SE OCEAN BLVD 300 STU	
					
Prev Yr	\$0.00	Lic Fee	\$26.25		
	\$0.00	Penalty	\$0.00		
	\$0.00	Coll-Fee	\$0.00		
	\$0.00	Transfer	\$0.00		
TOTAL		\$26.25			
Has satisfied requirements to engage in the business, profession or occupation of ENGINEERING FIRM at location listed for the period beginning on the 26 Day of SEPTEMBER AND ENDING SEPTEMBER 30 2018				COMPTON JEROME A BOWMAN CONSULTING GROUP LTD 301 SE OCEAN BLVD STE 300 STUART, FL 34994	
				91 2016 7266.0001 PAID	

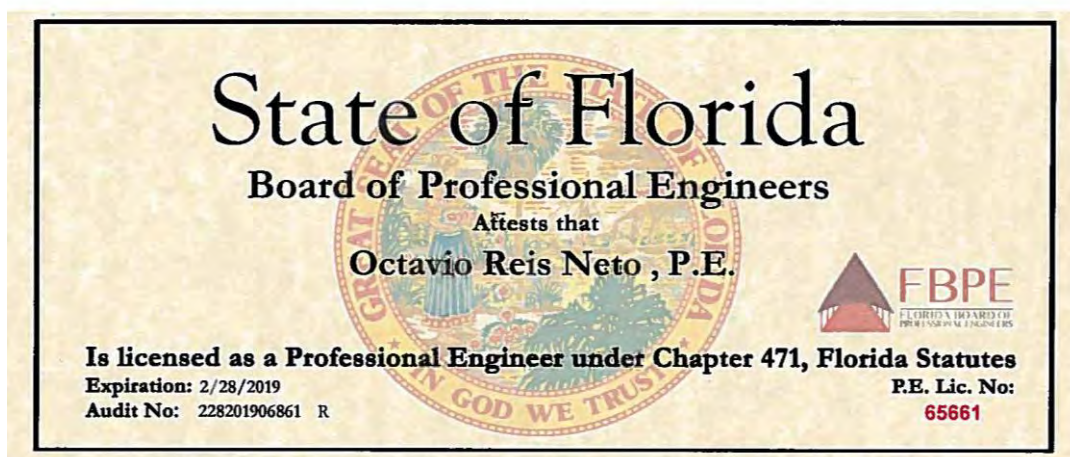
Martin County
Business Tax Receipt – Survey

MARTIN COUNTY ORIGINAL BUSINESS TAX RECEIPT Honorable Ruth Pietruszewski CFC, Tax Collector 3485 S.E. Willoughby Blvd., Stuart, FL 34994 (772) 288-5604				Account 2015-125-0773 Cert 27973 Phone (772)283-1413 Sic No 334519 Location 301 SE OCEAN BLVD 300 STU	
					
Prev Yr	\$0.00	Lic Fee	\$26.25		
	\$0.00	Penalty	\$0.00		
	\$0.00	Coll-Fee	\$0.00		
	\$0.00	Transfer	\$0.00		
TOTAL		\$26.25			
Has satisfied requirements to engage in the business, profession or occupation of SURVEYOR at location listed for the period beginning on the 26 Day of SEPTEMBER AND ENDING SEPTEMBER 30 2018				COMPTON JEROME A BOWMAN CONSULTING GROUP LTD 301 SE OCEAN BLVD STE 300 STUART, FL 34994	
				91 2016 7266.0002 PAID	

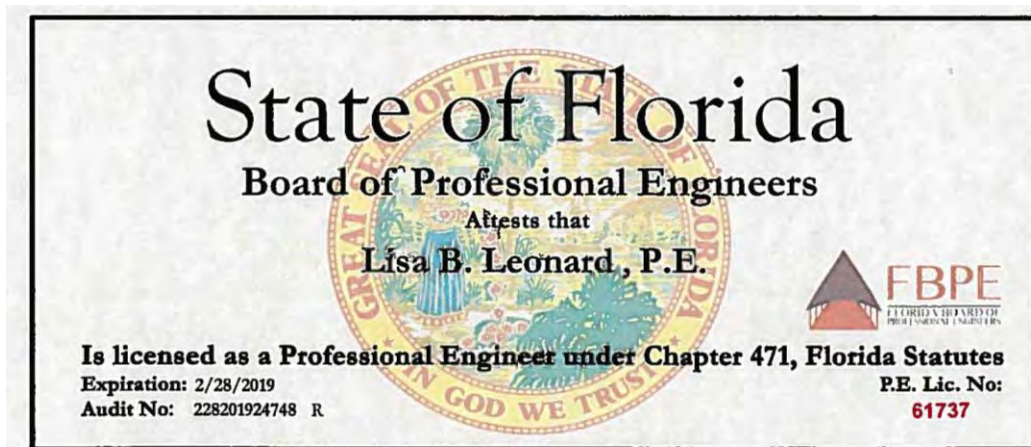
Eric L. Flavell, P.E.
Professional Engineer License



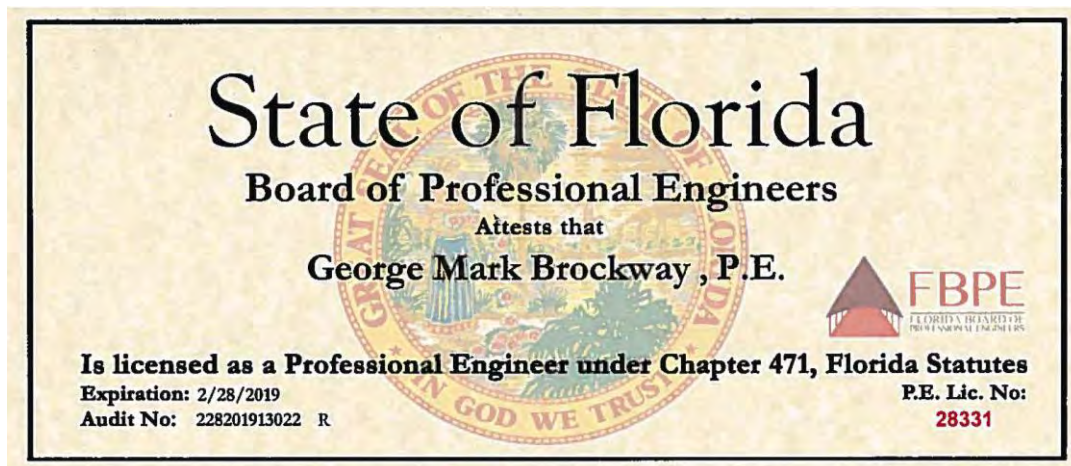
Octavio Reis Neto, P.E.
Professional Engineer License



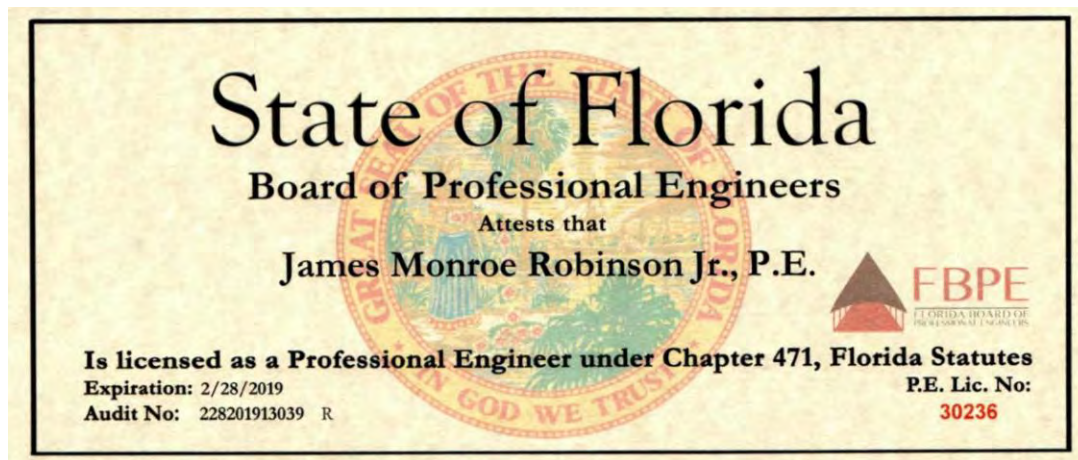
Lisa B. Leonard, P.E.
Professional Engineer License



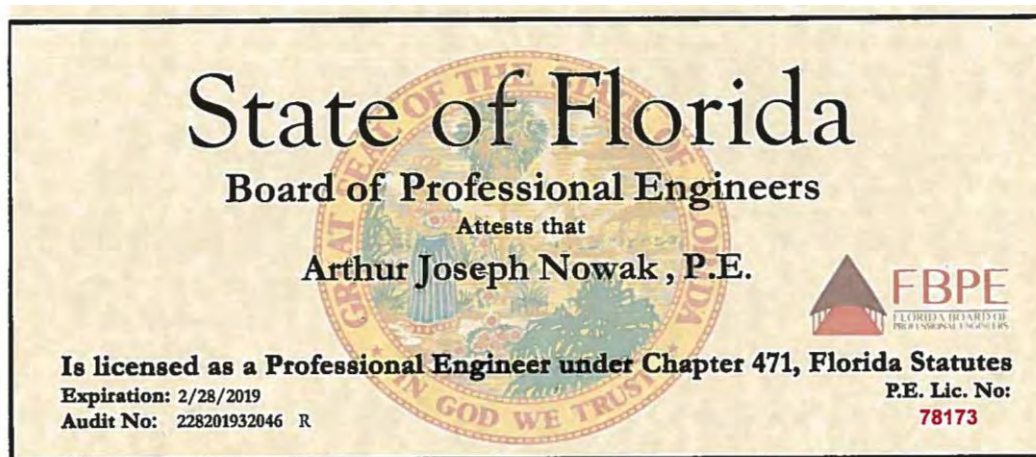
George Mark Brockway, P.E.
Professional Engineer License



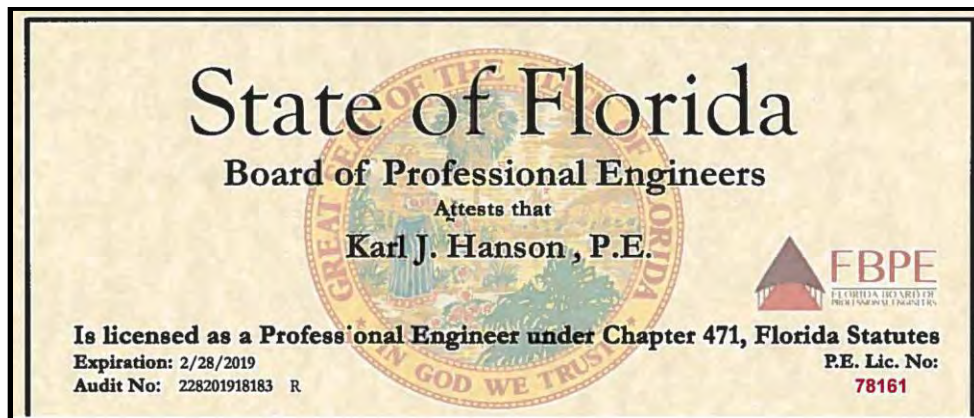
James Monroe Robinson Jr., P.E.
Professional Engineer License



Arthur Joseph Nowak, P.E.
Professional Engineer License



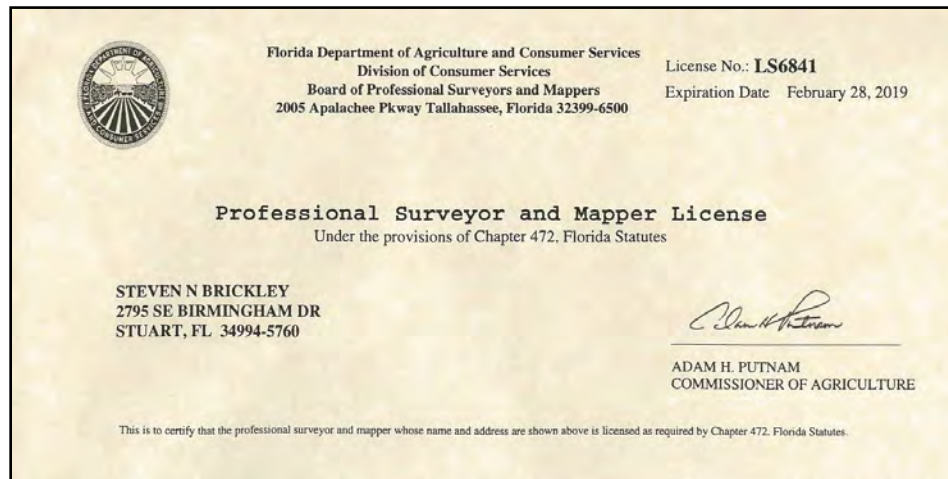
Karl J. Hanson, P.E.
Professional Engineer License



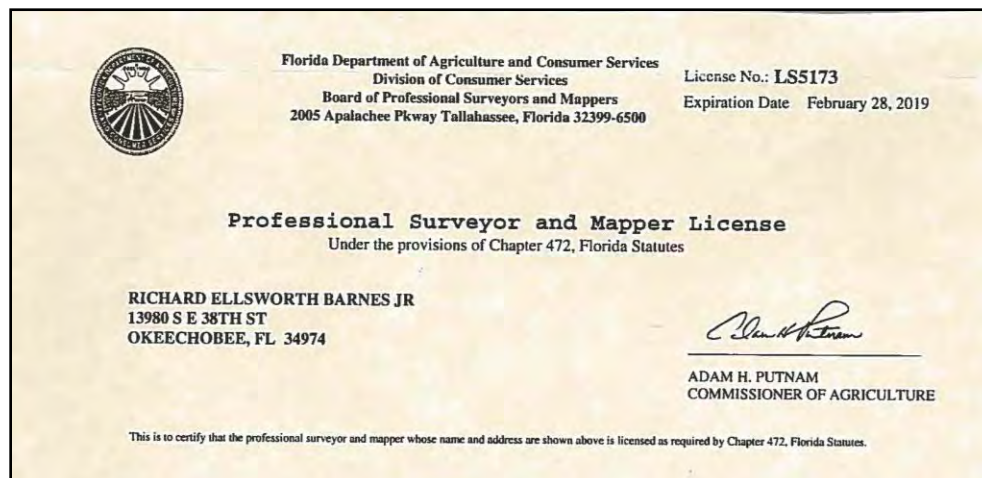
Kenneth M. Baybutt, P.E.
Professional Engineer License



Steven Nicholas Brickley, P.S.M.
Professional Surveyor License





Richard Ellsworth Barnes Jr, P.S.M.
Professional Surveyor License







HJA Design Studio LLC
Professional Landscape Architecture Firm License

RICK SCOTT, GOVERNOR		JONATHAN ZACHEM, SECRETARY	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF LANDSCAPE ARCHITECTURE			
LICENSE NUMBER LC26000413		 	
The LANDSCAPE ARCHITECT BUSINESS Named below HAS REGISTERED Under the provisions of Chapter 481 FS. Expiration date: NOV 30, 2019			
HJA DESIGN STUDIO LLC 50 E OCEAN BOULEVARD SUITE 101 STUART FL 34994			
ISSUED: 10/25/2017	DISPLAY AS REQUIRED BY LAW	SEQ # L1710250003272	

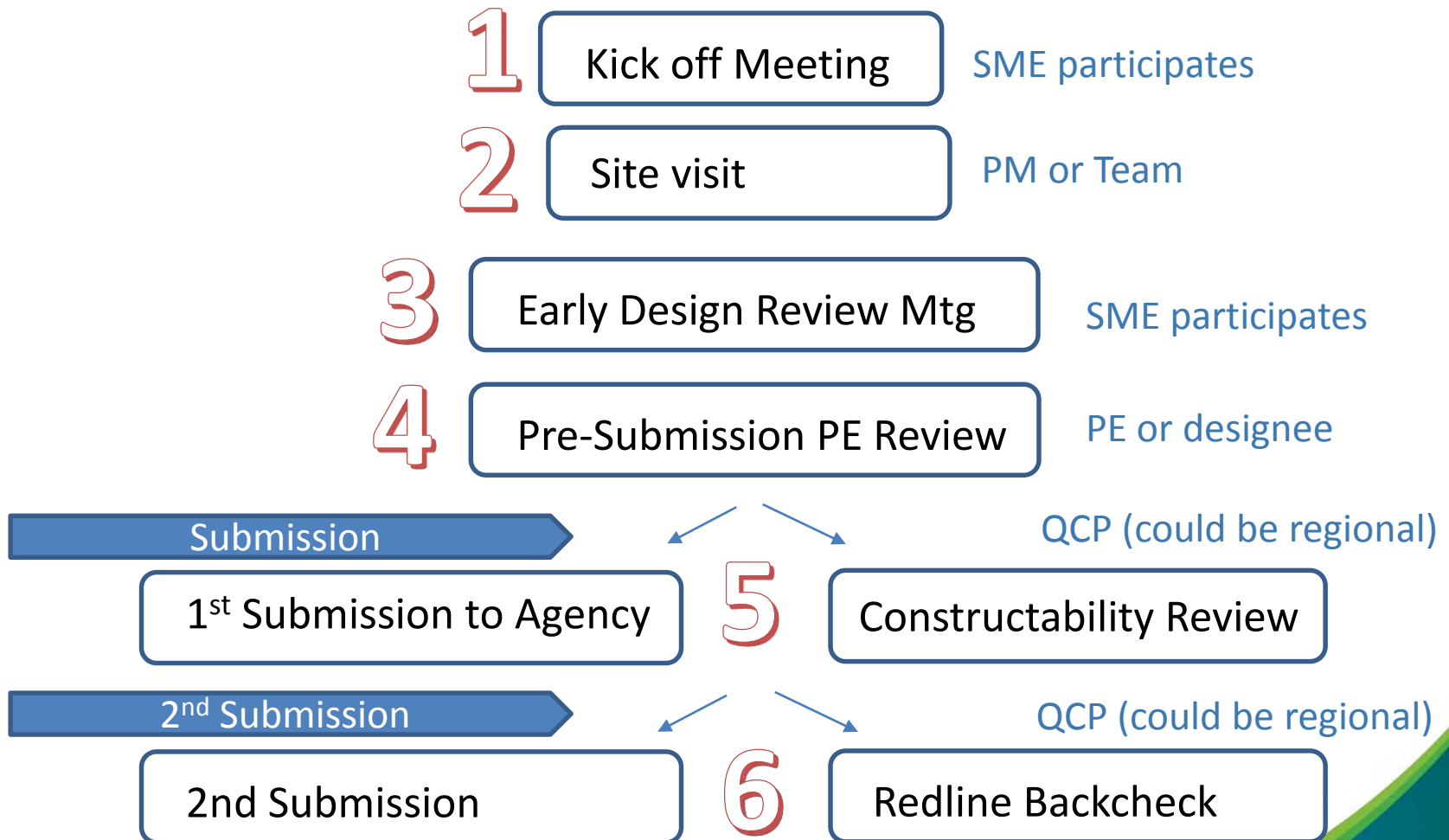


Cardno, Inc.
Professional Engineering Firm License

State of Florida Board of Professional Engineers Attests that Cardno, Inc.		 
Is authorized under the provisions of Section 471.022, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.		
Expiration: 2/28/2019 Audit No: 228201900972 R	CA Lic. No: 29915	

Quality-By-Design Initiative

The Flow Chart, a 6 step process



Quality-By-Design Initiative

Live Demonstration of QBD Web Portal

[Bowman Intranet](#) [Sales](#) [Collections Goals](#) [Backlog](#) [Utilization](#) [Team Leader](#) [Project Manager](#) [NPS](#) [Xray](#) [Billing Review](#) [Projections](#) [VCP](#)

[Help](#) | [Feedback](#)

Quality By Design

Project

Project Manager

Office

Regional Manager

Branch Manager

QC Professional

Show Only

Actions	Project Number	Project Name	Project Manager	Regional Manager	Meetings	Submissions	Constructability Review	Hours	Redline Backcheck	QC Professional
	Project Name	Plan Name	Office	Branch Manager	Kickoff Early Design	First Second	Due Date Complete Date Meeting Date	Budget	Due Date Complete Date	
/ / /	005033-04-002	South King Street Multi-Family (Mixed) King Street Station Site Plan	Dove, Jerry Leesburg	Quante, Patrick Quante, Patrick	05/03/2017 06/01/2017	06/29/2017	09/17/2017 10/25/2017 10/27/2017	23 \$2,736		Tagg, Daren
/ / /	005073-11-001	Morley Corner Daycare Site Plan (Mixed) Morley Corner Daycare Site Plan	Sell, Michael Leesburg	Quante, Patrick Quante, Patrick		07/06/2017	08/18/2017 08/15/2017 08/15/2017	6 \$768		Tagg, Daren
/ / /	005124-01-013	Evergreen Com Ctr Lots 11A 12A 14A Mixed	Eisenhower, John Leesburg	Quante, Patrick Quante, Patrick				0 \$0		Tagg, Daren
/ / /	006742-04-005	Shenandoah Final Design (Mixed) Lake Frederick Phase 4 Section 3	Dove, Jerry Leesburg	Quante, Patrick Quante, Patrick		06/01/2017	07/03/2017 07/13/2017 07/13/2017	22 \$2,592		Tagg, Daren
/ / /	008282-01-006	LCPS ES-31 Tillett Property Site (Mixed) ES-31 Site Plan	Heck, Todd Leesburg	Quante, Patrick Quante, Patrick	08/01/2017	10/17/2017	11/17/2017 11/14/2017 11/15/2017	18 \$2,208		Tagg, Daren

Quality by Design

Pre-Submission PE Review Checklist

Project Name: _____

Project Number: _____ Date: _____

PE Performing the Review: _____

Item #	Items to be reviewed:	Complete	Revision Required	N/A
	General:			
1	Print out a complete set on paper (full size).			
2	Flip through each sheet for obvious omissions.			
3	Complete agency review checklists.			
4	Read the general notes to make sure all are applicable to the project.			
5	Ensure notes exist for outside studies utilized (i.e. wetlands, geotechnical, traffic etc.)			
6	Review all tabulations (zoning, site, parking etc.).			
7	Review details. Remove any that are not applicable.			
	Geometric Plan			
1	Show the entire property boundary with bearings and distances.			
2	Show proposed internal parcel/lot lines.			
3	Label curb radii.			
4	Provide curve data for all centerline curves.			
5	Label travelway widths.			
6	Label existing and proposed roadways.			
7	Label parking/loading space dimensions.			
8	Double check that the number of parking/loading spaces match the tabulation.			
9	Confirm that all parking/loading spaces are feasible for ingress and egress.			
10	Confirm ADA parking spaces have been provided.			
11	Label existing and proposed sidewalks and trails.			
12	Label size and type of storm sewer.			
13	Label size and type of sanitary sewer.			

Item #	Items to be reviewed:	Complete	Revision Required	N/A
14	Label size and type of waterline.			
15	Provide structure labels for storm sewer.			
16	Provide structure labels for sanitary sewer.			
17	Provide waterline name and stationing.			
18	Label waterline appurtenances.			
19	Label proposed easements (storm, sanitary, waterline)			
20	Label existing storm sewer.			
21	Label existing sanitary sewer.			
22	Label existing waterline.			
23	Label retaining wall type.			
24	Label proposed signs			
25	Label buffer yards.			
26	Label setbacks.			
27	Verify that the correct building footprint is being used.			
28	Label building use, height, square footage, and FF elev.			
	Demolition Plan			
1	Clearly indicate which trees are to be removed.			
2	Clearly indicate which utilities are to be removed or abandoned.			
3	Clearly indicate which easements are to be vacated.			
4	Clearly indicate which buildings are to be removed.			
5	Clearly indicate the extent of pavement removal.			
6	Clearly indicate which wells/septic fields are to be abandoned.			
7	Ensure the demolition activities are within the limits of disturbance.			
8	Note that Contractor is to coordinate all utility shut offs with the utility company.			
	Grading Plan			
1	Check that all contours are labeled (existing & proposed).			
2	Check that each contour ties into the correct existing contour.			
3	Check for offsite grading.			
4	Ensure spot elevations are shown at all:			
	a. Building corners			
	b. Building entrances			
	c. Parking lot corners			
	d. PC/PT/PCR			
	e. Low points			
	f. High points			

Item #	Items to be reviewed:	Complete	Revision Required	N/A
	g. Structure tops			
	h. Key points on the accessible route			
5	Check for low points that don't drain.			
6	Check grade drop from FF of the building to outside grade.			
	a. 6"-8" for slab on grade			
	b. 18"-24" for structures with wooden joists			
7	Check minimum slope of grade adjacent to the building.			
	a. Minimum 5% for 10 feet in grass areas			
	b. Minimum 2% for 10 feet for impervious areas			
8	Check for 1% minimum pavement grade.			
9	Check for 2% minimum grade in grassy areas.			
10	Check for 2:1 or 3:1 maximum grade.			
11	Provide top of wall and bottom of wall grade on retaining walls.			
12	Ensure grading of the HC parking spaces is no more than 2% in any direction.			
13	Check overland relief.			
	Storm Sewer Profiles			
1	Check to see that all proposed storm sewer has been profiled.			
2	Check to see that the outfalls have an appropriate structure called out.			
3	Check to see that the outfalls have appropriate outlet protection called out.			
4	Check to see that the outfall ties into the existing grade.			
5	Check to see that each outfall ties into an adequate receiving channel or pipe.			
6	Label the structure top elevation.			
7	Label the structure type.			
8	Label the structure inverts.			
9	Label the length, size, slope and pipe material for every pipe.			
10	Show location and elevation of all utility crossings.			
11	Label all clearances using pipe thickness at utility crossings.			
12	Label cover.			
13	Ensure pipe material is appropriate for the cover.			
14	Label controlled fill.			
	Storm Sewer Computations			
1	Ensure all proposed pipes have storm sewer comps.			
2	Ensure all proposed curb inlets have inlet comps.			

Item #	Items to be reviewed:	Complete	Revision Required	N/A
3	Ensure all grate inlets have grate computations.			
4	Provide HGL computations (if required).			
5	Check that drainage areas add properly in the storm sewer computations.			
6	Ensure all storm sewer has capacity.			
7	Ensure inlets do not exceed allowable spread.			
8	Provide computations for open channels.			
9	Provide outlet protection design computations.			
10	Provide culvert computations for all culverts.			
11	Provide special storm sewer details if required.			
	Drainage Area Map			
1	Ensure any offsite drainage area flowing onto the site is accommodated properly.			
2	Check areas, C-factors and Tc's for reasonableness.			
3	Ensure the structure labels are turned on.			
4	Check drainage divides for accuracy.			
5	Ensure roof areas are properly accounted for.			
	Sanitary Sewer			
1	Check to see that all proposed sanitary sewer has been profiled.			
2	Check to make sure each building has a sewer connection.			
3	Provide a sanitary lateral schedule for townhouse & single-family projects (if required).			
4	Profile the sanitary lateral for each building for site plans (if required).			
5	Label the structure top elevation.			
6	Label the structure type.			
7	Label the structure inverts.			
8	Label the length diameter, slope and pipe material for every pipe.			
9	Show location and elevation of all utility crossings.			
10	Label all clearances using pipe thickness at utility crossings.			
11	Label minimum cover.			
12	Label controlled fill.			
13	Label maximum cover.			
14	Provide sanitary sewer computations.			
	a. Check flow generation methodology			
	b. Check capacity			
	c. Check velocity			

Item #	Items to be reviewed:	Complete	Revision Required	N/A
15	Check for required horizontal separation between sanitary sewer and water main.			
16	Include appropriate details.			
	Waterline			
1	Check to see that all the proposed waterline has been profiled.			
2	Check to make sure each building has a water service connection.			
3	Call out test pits at all connection points to the existing waterline.			
4	Label the minimum cover provided.			
5	Show location and elevation of all utility crossings.			
6	Label all clearances using pipe thickness at utility crossings.			
7	Label controlled fill.			
8	Label all appurtenances.			
9	Check that junctions (tees and crosses) are at the same elevation in both profiles.			
10	Label the pipe material and size.			
11	Check fire hydrant coverage.			
12	Fire lines and Fire Department Connection (FDC) shown where required.			
	Stormwater Management (SWM)			
1	Read the SWM/Adequate Outfall narrative.			
2	Label drainage area (DA) to each facility.			
3	Ensure all area is accounted for.			
4	Compare DA on map to DA used in pond comps and storm sewer comps.			
5	Make sure DA, Tc, CN, etc. on map matches what is show in the comps.			
6	Check the SWM details.			
7	Check orifice/weir sizes in comps and details to make sure they are the same.			
8	Ensure that water surface elevations from routings/computations are shown on grading plans and storm profiles.			
	Best Management Practices (BMP)			
1	Read the BMP narrative.			
2	Label drainage area (DA) to each facility.			
3	Ensure all area is accounted for.			
4	Compare DA on map to DA used in the computations.			
5	Check the BMP facility details.			

Item #	Items to be reviewed:	Complete	Revision Required	N/A
6	Check the BMP facility computations.			
7	PE is responsible for checking designs provided by vendors and manufacturers.			
	Erosion Control			
1	Confirm that the disturbed area to each device does not exceed the max allowable.			
2	Construction entrance (CE) provided			
3	Ensure all disturbed areas have some sort of protection.			
4	Check required E&S computations			
5	Read the project specific components of the narrative.			
6	Ensure the construction sequence is site specific.			
7	Check to make sure that all measures used have a detail on the plan.			
	Landscape Plan			
1	Check to make sure that plantings are not within the utility easements.			
2	Label all buffer yards.			
3	Ensure labels used match the legend.			
4	Check landscape tabulations.			
	Lighting Plan			
1	Check to make sure that light poles are not in conflict with utilities.			
2	Ensure that light poles are protected from vehicle contact.			
3	Ensure that illumination levels shown are consistent with the local requirements.			
4	Ensure light pole spacing is consistent with local requirements.			
5	Provide a detail for each type of light used.			
	Road Plan/Profile			
1	Label the road name, category, traffic count and design speed.			
2	Check the typical section to make sure it agrees with the plan view.			
3	Confirm that centerline elevations match at all intersecting streets.			
4	Profile the proposed grade at CL, ex grade at CL.			
5	Label the PC, PT, PRC, PVC, PVT, PVI			
6	Provide Curve Table.			
7	Label K values.			
8	Label the length of vertical curves.			
9	Label road slope for each tangent segment.			

Item #	Items to be reviewed:	Complete	Revision Required	N/A
10	Provide top of curb elevation or offset from CL.			
11	Provide a stakeout table for any median divided road.			
12	Show future profile beyond the tie in point.			
13	Provide sight distance profiles for site entrances.			
14	Provide horizontal sight distance.			
15	Label horizontal transitions for lane shifts			
16	Label tapers and storage lengths for left and right turn lanes			
17	Label cross slope transitions for superelevation.			
18	Label cul-de-sac geometry and slope.			
19	Label handicapped ramps.			
20	Proposed curb tying into existing EP requires field topo.			
21	Check pavement design to make sure all roads and parking areas are covered.			
The PE Reviewer is responsible for scanning a copy of the checklist and the reviewed plan set with all reviewers' comments/annotations and placing them in the Project's QC Folder on the Project Drive.				
The PE Reviewer is also responsible to add the date of the Pre-Submission Review to the QBD Web Portal.				

Bowman
CONSULTING

Stuart • Port St. Lucie • Melbourne • Jacksonville • Fort Lauderdale • Tallahassee

Stuart Office
301 SE Ocean Blvd.
Stuart, Florida 34994
(772) 283-1413 Fax: (772) 220-7881
www.bowmanconsulting.com

FIELD REPORT

Project: _____ Date: _____
Project No. _____ Time arrived at site: _____ Time left site: _____
Location: _____
Weather: _____ Temp: _____

Owner / Developer: _____
General Contractor: _____
Site Supervisor: _____ Phone: _____
Sub- Contractor(s): _____
Contact: _____ Phone: _____

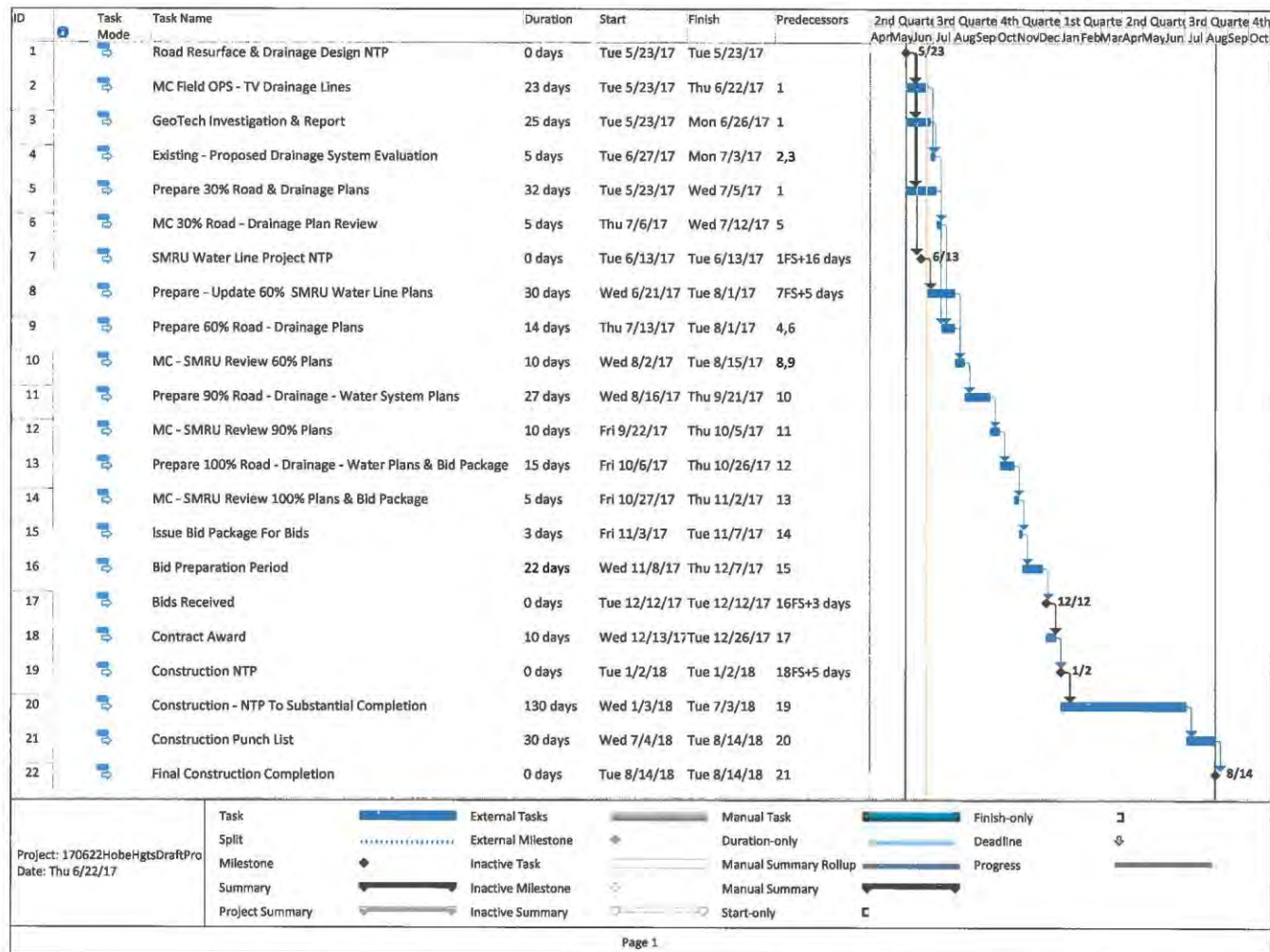
Present at Site:

TO: FILE _____ Signed: _____
CC: _____

THE FOLLOWING WAS NOTED OR OBSERVED:

Field Report Stuart

Project Milestone Schedule



Record Keeping Procedures

Bowman Consulting understands the amount of planning and fiscal responsibility that it takes for the Village of Indiantown to serve its residents and achieve the goals. We realize the importance of keeping projects on schedule and within budget to enable the staff to meet milestones tied to funding and complete critical Village projects.

Bowman Consulting utilizes Deltek's Vision Software which provides its Project Managers with a number of reports from detailed cost analysis to project-to-date summaries. **Bowman Consulting** also incorporates electronic timesheets, in which all employees log in their time daily. The Project Manager accesses this data each week to evaluate cost, production rates, schedules, invoicing, and available resources. This effectively allows the Project Manager to make required actions before task budgets go over.

Furthermore, **Bowman Consulting** tracks the hourly use of time versus the budgeted time for each project. We have accumulated enough typical man-hour data to schedule tasks and establish an accurate budget forecast. The Project Manager utilizes this information and Microsoft Project where applicable/beneficial to identify tasks, resources, project milestones, client due dates and key task coordination. With respect to project schedules and control, the Project Manager reviews deliverable deadlines and then schedules the necessary work efforts and review periods with staff to ensure the deadlines are met and costs are maintained.

Utilizing the above-mentioned software and procedures, **Bowman Consulting** is able to help clients reduce costs and maintain schedules on projects that are to be completed not just on daily and weekly basis but also those that require months of attention to accomplish the related surveying services.

Bowman Consulting is accustomed to meeting intense deadlines for our clients. We know ***the only constant is change*** and we always remain prepared to switch gears as soon as necessary. This constant awareness and attention to our projects has allowed us to complete our projects on schedule and within budget. Our intent is to exceed the expectations of our clients and provide solutions in technology and/or approach that no other firm puts together so that we may enable the client to achieve successful projects.

August 30, 2018
Bowman Project Number

RE: PROJECT NAME
Status Memorandum

This site is located in the Village of Indiantown, Martin County, at the southeast corner of Any Street and Any Street. The Site Plan has been designed to comply with the Village of Indiantown and the Martin County development codes. We offer the information below as a brief history and status memorandum of the project:

- General

1. The site is zoned....
 - a. Permitted use....
 - b. Conditional Use....
2. The site has a land use of....
3. The site lies within....

The Plan recommends the following items pertaining to the existing site:

 - a. A land use change should be sought to change the existing site to a new Mixed Use land use.
 - b. Improvements such as shelters, boardwalk, benches, landscaping, lighting, etc. could be incorporated into the....
 - c. Improvements to Any Street.
 - d. Major Intersection Improvements at....
4. Landscape
 - a. The minimum open space requirement is....
 - b. All setbacks shall be landscaped and pervious.
 - c. Each row of parking shall be separated by a landscape strip at least....
 - d. A landscaped area having a minimum width of....shall separate the vehicular use area from the walls of a building.
5. Building
 - a. The building setbacks in the Community Business District are as follows:
Front =
Side =
Rear =
 - b. The maximum building height is....
6. Parking
 - a. The current site plan provides....parking spaces (....Ratio)
 - b. The Village of Indiantown code requires....parking spaces (....Ratio) for the proposed project
 - c. Parking aisles shall not intersect any access driveway within....feet of the right-of-way line.

- Environmental and Geotechnical

1. There is an existing building located at....
2. A Phase I Environmental Site Assessment is being conducted for the project site to investigate any potential environmental issues. This investigation is anticipated to be completed by....
3. It is also anticipated that a Phase I Environmental Site Assessment will be necessary. This investigation is also anticipated to be completed by....
4. A subsurface geotechnical exploration is being conducted at the site to verify subsurface soil conditions. This investigation is anticipated to be completed by....

- Survey

1. An ALTA boundary survey and title commitment are being prepared for the project site. Any encumbrances on the property will be depicted on the survey. The survey is anticipated to be completed by....
2. The site topography is relatively flat. The site is lying at the approximate same elevation of the adjacent streets.
3. Based on the recently updated FEMA Maps, the flood zone for the entire site is Flood Zone..... The flood insurance rate map (FIRM) is panel number....

- Access, Roadway Infrastructure and Traffic

1. There are existing right in right out driveway connections....In addition, there are existing driveway connections to....
2. The proposed site plan indicates proposed access points into the site.
3. An access location has been provided within the project site to connect to the existing commercial site located adjacent to the project site.
4. There are no signalized access points proposed or existing for the site. However, an existing signal is located at the intersection of....
5. The existing right-of-way (ROW).....The FDOT ROW map confirms that the ROW for....
6. It is our understanding that if the project is required to be re-platted....
7. Traffic concurrency is reviewed by..... Concurrency is based on how many new trips are proposed for the project site. The trips are calculated based on the area of the building.

- Stormwater

1. The proposed stormwater management system will consist of....
2. It is anticipated that....

- Utility Infrastructure

1. According to as-built drawings from the Village of Indiantown utilities department, the following utilities are available at the project site:
 - a. Water
 - One 16" water main.....
 - Two 6" water mains....
 - One 8" water main....
 - b. Wastewater
 - An existing sanitary manhole (labeled "GREASE" on the lid) exists behind the existing....
 - We also found two additional sewer manholes located on the east side....
 - Based on the as-builts, there should also be an existing gravity sewer system along....

- Permitting

The following agencies are anticipated to have jurisdiction over the project and therefore may require a permit:

1. Village of Indiantown
 - a. Site Plan Approval
 - Developmental Review Committee (DRC)
 - Planning and Zoning Division
 - Village Commission
 - b. Engineering/Public Works Department
 - c. Utilities Department
 - d. Fire Rescue Department
2. Martin County
 - a. Development and Environmental Regulation (DER)
 - Stormwater
 - Water
 - Wastewater
 - b. Health Department – Water Sample Points
 - c. Transit Review
3. Florida Department of Transportation
 - d. Driveway Connection
 - e. Drainage Connection
 - f. Utility Connections
4. South Florida Water Management District (SFWMD)
5. Army Corps of Engineers (ACOE)
6. US Coast Guard
7. Florida Inland Navigation District (FIND)
8. Florida Department of Environmental Protection (FDEP) – NPDES Notice of Intent

ATTACHMENT B
REQUEST FOR INFORMATION TO SUBMIT WITH IRS W-9 FORM

Federal Income Tax Law requires a Form 1099 with a valid taxpayer identification number to be filed for payments made in the course of conducting a trade or business. Further, these payments may be subject to Backup Federal Income Tax Withholding for all payees who have not submitted a correct Federal Tax Identification Number at the time of payment.

Please read this form and complete the information thereon before signing and **returning with a copy of your IRS W9 Form**. If you are a corporation, we will not issue you a Form 1099 (Reference: 1.6401-3(c)). However, kindly return this form to document your corporate status.

In order to avoid the possibility of future payments being held subject to Backup Withholding at a rate of 31%, please complete the form printed below and return this letter to the above address or E-mail request to: tsarno@indiantown.org.

VENDOR NAME Bowman Consulting Group Ltd

DBA:

CORPORATE ADDRESS: 301 SE Ocean Boulevard Suite 301

CITY: Stuart **STATE:** FL **ZIP:** 34994

TELEPHONE: (772) 283-1413 **FAX:** (772) 220-7881 **ALTERNATE PHONE:** ()

"THE ABOVE INFORMATION WILL BE USED FOR PURCHASE ORDERS"

REMIT TO ADDRESS: PO Box 222534

CITY: Chantilly **STATE:** VA **ZIP:** 20153

TELEPHONE: (703) 464-1000 **FAX:** () **ALTERNATE PHONE:** ()

COMPANY CONTACT NAME:
Jerry Compton

COMPANY/CONTACT EMAIL ADDRESS:
jcompton@bowmanconsulting.com

TYPE OF ORGANIZATION

- | | | |
|---|---|---|
| 1. <input type="checkbox"/> Corporation | 3. <input type="checkbox"/> Sole Proprietor | 5. <input type="checkbox"/> Government Agency |
| 2. <input type="checkbox"/> Partnership | 4. <input type="checkbox"/> Individual | 6. <input checked="" type="checkbox"/> Other: <u>S-Corp</u> |

1099 REPORTING STATUS (Check One): ☒ **Yes** ☐ **No**

TAXPAYER IDENTIFICATION NUMBER:

Employer Identification Number: 54 - 1762351 (Or) Social Security Number: - -

Print name of Taxpayer if using SS#: _____

Under penalties of perjury, I certify that this statement is accurate and complete.

Signature: _____ Title: Principal

Date: 8/14/2018 Phone: (772) 283-1413

Form W-9
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):

Exempt payee code (if any) **N/A**

Exemption from FATCA reporting code (if any) **N/A**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3883 Centerview Dr., Suite 300

6 City, state, and ZIP code
Chantilly, VA 20151

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number

Or

Employer identification number

5 4 - 1 7 8 2 3 5 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here

Signature of U.S. person ► *Cynthia Tremean*

Date ► *1/4/2018*

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



Tab 8

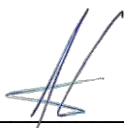
Prohibition Non-Collusion Conflict of Interest Disclosure Statements

Prohibition Non-Collusion/ Conflict of Interest Disclosure Statement

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

"The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena."

Bowman Consulting Group Ltd discloses that there is no potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.


By: 
Jerry Compton
Principal



Tab 9

Optional Information

Letters of Recommendations



City of Stuart
Public Works Department
121 NW Eagle Avenue • Stuart • Florida 34994
Telephone: (772) 288-5331
Fax: (772) 288-5331

Samuel T. Amerson, P.E.
Public Works Director

April 11, 2018

Bowman Consulting Group Ltd
301 SE Ocean Boulevard
Suite 301
Stuart, Florida 34994

Re: Letter of Recommendation

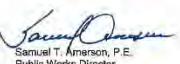
To Whom It May Concern:

Bowman Consulting Group Ltd communicates well with all staff at all levels, and is fully committed to producing outstanding work products on time and in budget. Their overall quality of work is thorough and complete.


We have full confidence in Bowman Consulting to perform the required civil engineering services for your projects.

If you have any further questions or need any additional information, please don't hesitate to contact me at (772) 288-5331.

Sincerely,



Samuel T. Amerson, P.E.
Public Works Director



MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
300 S. MONTEREY ROAD • STUART, FL 34999

Telephone: 772-221-2179
Email: Board@martin.fl.us

April 12, 2018


Bowman Consulting Group Ltd
301 SE Ocean Boulevard
Suite 301
Stuart, Florida 34994

Re: Letter of Recommendation


To Whom It May Concern:

Please accept this Letter of Recommendation of the Bowman Consulting Group Ltd. In the last 8 years, we have engaged Bowman Consulting to perform and provide engineering design and permitting services for several projects. Their overall quality of work is thorough and complete and has always met our expectations. We would not hesitate to hire them again in future projects.

Sincerely,



Mark L. Dwyer
Park Planner & Dev. Administrator
Martin County BOCC



Florida Department of Transportation
2900 West Colonial Boulevard
Fort Lauderdale, FL 33306

April 17, 2018

Bowman Consulting Group Ltd
301 SE Ocean Boulevard
Suite 301
Stuart, Florida 34994

Re: Letter of Recommendation


To Whom It May Concern:

Bowman Consulting Group Ltd has served the Florida Department of Transportation - District Four as a client for many years. This ongoing relationship has been extremely beneficial to this Florida Department of Transportation District and is a testament to Bowman Consulting's commitment to providing quality results through their professional and technical expertise. We have successfully collaborated on many complex and demanding projects.


With their unique balance of resources and services, the knowledge and experience of Bowman's staff enables them to respond professionally and expeditiously while meeting the challenging demands of this Florida Department of Transportation District. Their staff is skilled; they communicate well, produce a high-quality survey and mapping product and provide exceptional customer service.

Bowman Consulting comes highly recommended by the Florida Department of Transportation - District Four as professionals in survey and mapping and overall project management.

Sincerely,



Robert D. Smith, P.S.M.
District Surveyor & Mapper
Florida Department of Transportation, District Four



MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
300 S. MONTEREY ROAD • STUART, FL 34999

Telephone: 772-288-5932
Email: Board@martin.fl.us

April 19, 2018

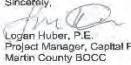
Bowman Consulting Group Ltd
301 SE Ocean Boulevard
Suite 301
Stuart, Florida 34994

Re: Letter of Recommendation


To Whom It May Concern:

Please accept this Letter of Recommendation for Bowman Consulting Group Ltd. The last 8 years, we have worked well with Bowman Consulting on several Martin County projects for engineering design and permitting services. Their work is thorough and complete and has always met our standards and expectations. We would not hesitate to hire them again in future projects.

Sincerely,



Logan Huber, P.E.
Project Manager, Capital Projects Dept.
Martin County BOCC



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

April 17, 2018

Re: Letter of Recommendation Surveying & Mapping Contractual Services

To Whom It May Concern:


Bowman Consulting Group Ltd has served the South Florida Water Management District as a client for many years. Their staff is skilled, they communicate well, produce a high-quality Survey and Mapping product and provide exceptional customer service.

We have full confidence in Bowman Consulting to perform the required Survey and Mapping services for your projects.

If you have any questions, contact:

Michael O'Brien

Michael O'Brien PSM, CFM
South Florida Water Management District
Surveying & Mapping Section Administrator
(561) 682-6688
mobrien@sfwmcd.gov



MANN RESEARCH CENTER, LLC

March 24, 2015

Bowman Consulting Group, Ltd.
301 SE Ocean Blvd
Suite 301
Stuart, FL 34994

Re: Letter of Reference


To Whom It May Concern:

Bowman Consulting Group, Ltd. has provided Mann Research Center with professional surveying services on a variety of projects, including the development of a state of the art medical office building and subdivision platting. We have been extremely pleased with the services provided and would consider them for additional work in the future. In fact, we will only consider them. Their team is beyond great. Their work has included:

- Boundary & Topographic Surveys
- ALTA Land Title Surveys
- Title Document Review
- Legal Descriptions & Sketches

We strongly believe that Bowman Consulting Group, Ltd. is able to deliver a professional product on time and within budget. Going the extra mile for their client is actually standard practice for Bowman. We highly recommend their services for your surveying and mapping projects.

Sincerely,



Andy Favata
General Manager

Mann Research Center, LLC
10490 SW Village Center Drive
Port St. Lucie, FL 34987
772-345-5335

Other Relevant Projects**Riverland / Kennedy DRI; Port St Lucie, St. Lucie County, Florida**

The DRI includes 3,845 acres east of Range Line Road just north of the St. Lucie/Martin County Line. Entitled uses are 11,700 residential units, 892,668 SF of retail, 1,361,250 SF of Research and Office, 1,361,250 SF of light Industrial and 327,327 of private, non-residential. Bowman Consulting has been contracted for water and wastewater master plan design studies for the various parcels of the DRI. This includes, but not limited to, feasibility studies, system layout design, system sizing, design criteria, modeling, pump system design, jurisdictional coordination and cost studies

16" Water Main and Force Main Extension -13600 SW 288th Street Homestead, Miami-Dade County, Florida

Miami-Dade Water and Sewer Department (MDWASD) required an extension of approximately 1300 linear feet of 16" DIP water transmission main be constructed within the SW 137th Avenue right-of-way under the existing pavement. The connection point for the new water main was on an existing 48" concrete water main location in the intersection of SW 137th Avenue and SW 288th Street which presented some challenges for coordination of construction. The MDWASD also required the installation of approximately 400 linear feet of 16" DIP sewer force main within the SW 137th Avenue roadway. In addition to the extensive offsite utility improvements, this project included approximately 2500 linear feet of 12" DIP onsite water/fire distribution mains along with onsite gravity sewer mains, an regional lift station.

12" Water Main within US Highway 1 - Travel Lanes - 21151 S Dixie Hwy, Miami-Dade County, Florida

As part of this project it was necessary to relocate approximately 750 linear feet of an existing 12" DIP water transmission main for MDWASD that was located on the project site. The new location of the water main was within the existing travel lanes of Federal Highway and SW 211th Street. Due to the location in existing pavement and conflicts with existing underground facilities, this project required detailed coordination between FDOT, MDWASD, Miami-Dade Public Works Department and other utilities for design and installation of the new water main. This project also called for an extensive detailed Maintenance of Traffic plan to accommodate construction activities. In addition to the offsite utility improvements, this project included approximately 1250 linear feet of 12" DIP onsite water/fire distribution mains along with onsite gravity sewer service, an onsite lift station and onsite force main.

12" Water Main within NW 79th Street - Travel Lanes -3200 NW 79th St, Miami, FL 33147, Miami-Dade County, Florida

The water distribution system consisted of approximately 3100 linear feet of 12" DIP water/fire main. In addition as part of the project construction, MDWASD required an offsite water main extension of approximately 1400 linear feet of 12" DIP water main within the travel lane and right-of-way of NW 79th Street which also included an elevated public transit system. This project also included approximately 1500 linear feet of onsite gravity sewer main.

Relocation of Existing Utilities - 2500 W Broward Blvd, Fort Lauderdale, Broward County, Florida

The project will include a Big Box Retail anchor store and multiple parcels for other commercial use. This project is in the final stages of permitting and is scheduled to begin construction within the next few months. In order to accommodate the redevelopment of this area, an existing City of Fort Lauderdale sewer force main must be relocated. This will require the installation of approximately 700 linear feet of new 10" DIP sewer force main within a new easement on the project site. The existing force main will need to remain in service while the new force main is constructed.

Village at Midway; Fort Pierce, St. Lucie County, Florida

Village at Midway is a Planned Development (PD) in the City of Fort Pierce which includes about 517 acres at the area just west of I95 and north of Midway Road. Entitled uses are 2.7M sf of warehouse/industrial/flex, 200k sf of retail/mixed use and 650 units of multifamily. Bowman Consulting is the lead consultant for team of specialty consultants that include planning, traffic, environmental, geotech and others. Bowman has coordinated with local utility departments for water and waste water infrastructure on a regional scale. Bowman's responsibility includes, but not limited to, feasibility studies, entitlements, design of water, wastewater, drainage, roadway and other systems, system sizing/detailing, design criteria, modeling, jurisdictional coordination and cost studies.



Tab 10

Addenda

The Village of Indiantown did not issue Addenda for REI #02-2018.

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: September 27, 2018

MEETING TYPE:

AGENDA ITEM TITLE: RESOLUTION No. 048-2018 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING AN AMENDMENT TO THE RENTAL AGREEMENT WITH INDIANTOWN CIVIC CLUB, INC.; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY OF ITEM: This amendment to the Rental Agreement provides that the Civic Club personnel would provide setup and breakdown services for certain Village meetings for an additional fee.

RECOMMENDATION: Approve Res. 048-2018 Approving an Amendment to the Rental Agreement with Indiantow

PREPARED BY: Wade Vose, Village Attorney

DATE: 9/20/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

ATTACHMENTS:

Description

Res. 048-2018 Approving an Amendment to the Rental Agreement with Indiantown Civic Club, Inc.
First Amendment to Rental Agreement with Indiantown Civic Club, Inc.



RESOLUTION No. 048-2018

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING AN AMENDMENT TO THE RENTAL AGREEMENT WITH INDIANTOWN CIVIC CLUB, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Indiantown and Indiantown Civic Club, Inc. entered into that certain Rental Agreement between the parties dated June 14, 2018 for the rental and use of the Indiantown Civic Center for meetings and other uses; and

WHEREAS, the Village desires that Civic Club personnel provide setup and breakdown services for certain Village meetings, and the Civic Club is amenable to providing such service.

NOW, THEREFORE BE IT RESOLVED, by the Village Council of the Village of Indiantown, Florida, as follows:

SECTION 1. AMENDMENT TO RENTAL AGREEMENT APPROVED. The First Amendment to Rental Agreement, a copy of which is attached, is hereby approved, and the Mayor is hereby authorized to execute the same.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

RES. 048-2018 Approving an Amendment to the Rental Agreement with Indiantown Civic Club, Inc.

Council Member _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNANDEZ, COUNCIL MEMBER				

ADOPTED this ____ day of _____, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:

WADE C. VOSE
VILLAGE ATTORNEY

INDIANTOWN CIVIC CLUB, INC.

FIRST AMENDMENT TO RENTAL AGREEMENT

THIS FIRST AMENDMENT TO RENTAL AGREEMENT, hereinafter the “Amendment” is made and entered into this ____ day of September, 2018 by the **INDIANTOWN CIVIC CLUB, INC.**, a Florida not for profit corporation, with a mailing address of PO Box 420, Indiantown, FL 34956, hereinafter the “Civic Club”, and the **VILLAGE OF INDIANTOWN**, a municipal corporation of the State of Florida, P.O. Box 398, 16550 SW Warfield Blvd., Indiantown, FL 34956-0398, hereinafter the “Village”.

WHEREAS, the parties entered into that certain Rental Agreement between the parties dated June 14, 2018; and

WHEREAS, the Village desires that Civic Club personnel provide setup and breakdown services for certain Village meetings, and the Civic Club is amenable to providing such service, upon the terms set forth herein.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree to amend the Agreement to include the following provisions:

Section 1. Setup and Breakdown Services.

The Civic Club shall provide setup and breakdown services to the Village for an additional cost of \$25.00 per meeting. Setup and breakdown services shall consist of the setup, breakdown and storage of tables, chairs, and other appropriate equipment, and clearing of solid waste receptacles, all of which shall be provided in accordance with the reasonable direction of the Village as provided to the Civic Club from time to time. The Civic Club shall automatically provide such setup and breakdown services for each Regular Village Council Meeting. The Civic Club shall provide setup and breakdown services for Special Village Council Meetings or Advisory Board Meetings upon request of the Village no less than 5 days before the meeting for which the service is requested. The \$25.00 fee for setup and breakdown services shall be subject to increase in a manner consistent with the terms of Section 5, Rent Escalation.

Section 2. Terms Not Inconsistent Remain Unchanged.

All terms of the Rental Agreement not inconsistent with the foregoing remain unchanged.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

WITNESS our duly authorized signatures on this Amendment to Rental Agreement, as executed on this day and year first above written.

“Village”

“Civic Club”

VILLAGE OF INDIANTOWN,
FLORIDA:

INDIANTOWN CIVIC CLUB, INC.

TERESA LAMAR-SARNO
Village Manager

RICHARD WERKMEISTER
President

APPROVED AS TO FORM
AND CORRECTNESS:

WADE C. VOSE
Village Attorney

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: September 27, 2018

MEETING TYPE:

AGENDA ITEM TITLE: RESOLUTION No. 049-2018 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING PIGGYBACK AGREEMENT FOR ROAD RESURFACING; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY OF ITEM: This agenda item approves an agreement for Road Resurfacing services with Mancil's Tractor Service, Inc., piggybacking upon an agreement competitively bid by Martin County.

RECOMMENDATION: Approve Res. 049-2018 Approving a Piggyback Agreement for Road Resurfacing

PREPARED BY: Wade Vose, Village Attorney

DATE: 9/20/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

ATTACHMENTS:

Description

Res. 049-2018 Approving a Piggyback Agreement for Road Resurfacing

Piggyback Agreement for Road Resurfacing

Martin County Contract for Roadway Resurfacing - RFB2017-2916



RESOLUTION No. 049-2018

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF INDIANTOWN, FLORIDA, APPROVING
PIGGYBACK AGREEMENT FOR ROAD RESURFACING; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Village of Indiantown desires to obtain Roadway Resurfacing services; and

WHEREAS, Martin County, Florida accepted a bid for Roadway Resurfacing by Mancil's Tractor Service, Inc. ("Contractor"), pursuant to RFB#2017-2916 ("Roadway Resurfacing"), by Agreement with an effective date of March 3, 2017, pursuant to a competitive public bidding process by Martin County; and

WHEREAS, as the Roadway Resurfacing services involved in such Agreement are substantially the same as the Roadway Resurfacing services desired by the Village, and the Village desires to piggyback upon such Agreement and utilize the competitively bid contract process administered by Martin County with respect to such bid, and Village and Contractor wish to adopt the contract documents, with certain minor modifications.

NOW, THEREFORE BE IT RESOLVED, by the Village Council of the Village of Indiantown, Florida, as follows:

SECTION 1. AGREEMENT APPROVED. The Piggyback Agreement for Road Resurfacing, a copy of which is attached, is hereby approved, and the Mayor is hereby authorized to execute the same.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

RES. 049-2018 Approving a Piggyback Agreement for Road Resurfacing

Council Member _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNANDEZ, COUNCIL MEMBER				

ADOPTED this ____ day of _____, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:

WADE C. VOSE
VILLAGE ATTORNEY

PIGGYBACK AGREEMENT FOR ROAD RESURFACING

THIS AGREEMENT made this ____ day of September, 2018, by and between the Village of Indiantown, Florida, a municipal corporation of the State of Florida, P.O. Box 398, 16550 SW Warfield Blvd., Indiantown, FL 34956-0398, hereinafter the “Owner”, and Mancil’s Tractor Service, Inc., a Florida corporation, hereinafter “Contractor” with its principal address at 8530 SW Jayme Way, Palm City, FL 34990.

WITNESSETH:

WHEREAS, Martin County, Florida (“MCF”) accepted Contractor’s bid for Roadway Resurfacing, pursuant to RFB#2017-2916 (“Roadway Resurfacing”), by Agreement with an effective date of March 3, 2017, pursuant to a competitive public bidding process by MCF (the “MCF Bid”); and

WHEREAS, the MCF Bid package included formal contract documents binding upon the successful bidder, the “MCF Contract Documents”; and

WHEREAS, the Owner desires to obtain Roadway Resurfacing services; and

WHEREAS, as the Roadway Resurfacing services involved in the MCF Contract Documents with Contractor are substantially the same as the Roadway Resurfacing services desired by Owner, Owner elects to utilize the competitively bid contract process administered by MCF in the MCF Bid, and Owner and Contractor wish to adopt the MCF Contract Documents, with certain minor modifications as further described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement.

II. AMENDMENTS

The MCF Bid and the MCF Contract Documents are incorporated into this Agreement and is deemed to be a part of this Agreement as modified as follows:

1. General. Where provisions of the MCF Bid and the MCF Contract Documents refer to “Martin County” or “County” as the owner/contracting party, replace it with “Village of Indiantown, Florida.” Where provisions of the MCF Agreement refer to “Agreement” or “Contract”, it shall refer to the MCF Agreement as modified by this Agreement. Where the provisions of the MCF Contract Documents refer to the MCF “Purchasing Department”, it shall refer to the Village Manager, or designee.

2. Term. The term of this Agreement is three (3) years. The Agreement may be renewed for such additional terms as provided in the MCF Contract Documents, upon mutual agreement of both parties.
3. Unit Prices. The unit prices set forth in the MCF Bid and the MCF Contract Documents shall be applicable during the term of this Agreement.
4. Project Purchase Orders.
 - A. No services provided under this Agreement shall be authorized upon execution of the Agreement. The Owner shall initiate work assignments by providing Contractor with a written "Work Assignments".
 - B. Each Work Assignment will set forth, among other things, the following:
 - i. The scope of services requested;
 - ii. Any deliverables;
 - iii. The time and schedule of performance;
 - iv. The method and amount of compensation based upon the unit prices set forth in Section 3 above;
 - v. Any modifications to this Agreement, if mutually agreed upon by the parties.
 - C. The services to be rendered by Contractor shall commence subsequent to the execution of each Delivery Request. Contractor's work shall be performed, completed and submitted to Owner as specified in the Work Assignment.
 - D. Each Work Assignment will be sequentially numbered and shall be subject to Owner's approval prior to a Notice-to-Proceed being issued. The terms and conditions of this Agreement shall be incorporated within and made a part of each Work Assignment.
5. Invoices. Applications for payments under the Agreement shall be submitted to the following:

Village Manager
Village of Indiantown
P.O. Box 398
Indiantown, FL 34956-0398
6. No Other Amendments. Except as set forth herein, the Agreement is not amended. In the event of any conflict between the terms of this Agreement and the terms of the MCF Contract Documents, the terms of this Agreement shall prevail.

III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

7. Notice. All notices and other communications required in connection with this Agreement shall be in writing unless otherwise specified herein, and any notice or other communication required hereunder shall be faxed and mailed to the address set forth below, and shall be deemed delivered three (3) business days after the deposit of the mailed notice thereof in any main or branch office of the United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties respectively as follows:

For notices and communications to the Town:

Village Manager
Village of Indiantown
P.O. Box 398
Indiantown, FL 34956-0398

For notices and communications to Contractor:

Mancil's Tractor Service, Inc.
8530 SW Jayme Way
Palm City, FL 34990

By notice complying with the foregoing requirements of this section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

8. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
9. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances shall not be impaired thereby, but such remaining provisions of this Agreement shall be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.

10. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.
11. Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311 and as may be amended from time to time. Contractor further represents that no person having any interest shall be employed for said performance.
12. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement. the warranties and representations in the MCF Agreement. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor shall provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current Bidder's Qualifications Statement/Statement of Business Organization.
13. Termination. Owner may terminate this Agreement upon seven (7) days written notice to Contractor.
14. Allotment of Deliveries To The Contractor. Owner, through its designated Utility representative, shall, in its sole discretion, issue Delivery Requests to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Delivery Requests. Owner retains the right to utilize other contractors or otherwise bid and execute procurements. Contractor shall have no right to appeal or challenge Owner's decision regarding distribution of Delivery Requests.
15. Venue. The parties agree to exclusive venue for any disputes arising under this Agreement in the circuit Court in and for Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

MANCIL'S TRACTOR SERVICE, INC.

By: _____
Its Authorized Representative

ATTEST:

VILLAGE OF INDIANTOWN

CHERYL WHITE, CLERK

SUSAN GIBBS THOMAS, MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

WADE C. VOSE, VILLAGE ATTORNEY



**AGREEMENT BETWEEN COUNTY AND CONTRACTOR
FOR CONSTRUCTION SERVICES**

THIS AGREEMENT, effective this 21st day of February in the year, 2017, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: Mancil's Tractor Service, Inc.
(hereinafter CONTRACTOR) 8530 SW Jayme Way
Palm City, FL 34990

Contract Name: Roadway Resurfacing

Contract Number: RFB2017-2916

Total Contract Value: \$20,000,000 (to all vendors combined over 3 years)

Contract Term: Three (3) years

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Exhibit A:	Sample Work Order
Exhibit B:	Contractor's Unit Price Bid

ARTICLE 1 DEFINITIONS

1.1 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Actual Costs.*

- a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- b. cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- c. rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
- e. additional cost of field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

2. *Addenda.* Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

3. *Agreement.* The written instrument which is evidence of the agreement between COUNTY and CONTRACTOR covering the Work. Also referred to as "Contract".

4. *Bonds.* Performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the law of Florida.

5. *Change Order.* A written document which is signed by CONTRACTOR and COUNTY 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.

6. *Claim.* A demand or assertion by COUNTY 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.

7. *Contract Documents.* The Contract Documents establish the rights and obligations of the parties and include the following: Agreement (including Exhibits), Work Order, entire bid package including Advertisement, all Addenda and Instructions to Bidders, CONTRACTOR'S completed Bid Form package, Notice of Award, Notice to Proceed, drawings, specifications, plans, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, approved submittals, and other documents prepared by, through, or under CONTRACTOR that fix, depict and/or describe the size, quality and character of the Project, the Bonds, these General

Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Architect/Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Contract Price.* The moneys paid to CONTRACTOR under Contract Documents.

9. *Contract Time.* The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Architect/Engineer's written recommendation of final payment.

10. *CONTRACTOR.* The individual or entity with whom COUNTY has entered into the Agreement.”.

11. *Drawings.* That part of the Contract Documents prepared or approved by an Architect or 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.

12. *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.

13. *Field Order.* A written order issued by Architect/Engineer's or COUNTY which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

14. *Final Completion or Final Acceptance.* The completion of all Work called for under the Contract Documents, including, but not limited to, satisfactory operation of all equipment (other than COUNTY supplied equipment or facilities or those installed by separate CONTRACTORS); correction of all punch list items to the satisfaction of COUNTY, payment of all trade CONTRACTORS, subcontractors, and materialmen; settlement of all claims, if any; payment and release of all mechanic's, materialmen's, and similar liens; delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, building certificates, electrical certificates, mechanical certificates, plumbing certificates, and all other required approvals and acceptances by any municipality within Martin County, Martin County itself, the State of Florida or other authorities or agencies having jurisdiction; and removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

15. *Notice to Proceed.* A written notice given by COUNTY 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.

16. *Public Record.* All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in

connection with the transaction of official business between the COUNTY and the CONTRACTOR.

17. *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.

18. *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.

19. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

20. *Substantial Completion.* The stage in construction when the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (1) the items that affect operational integrity and function of the Project must be capable of continuous use; (2) all permits and other regulatory requirements must be satisfied; and (3) a Certificate of Occupancy must be issued where one is required. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

21. *Surety.* The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of “A-” or better or equivalent rating by a nationally recognized rating agency.

22. *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.

23. *Work.* Services as defined in each individual Work Order to be paid for in accordance with the unit prices indicated in CONTRACTOR’s bid.

23. *Work Order.* A formal document that is dated, serially numbered, and executed by both the COUNTY and the CONTRACTOR in response to COUNTY’s request for proposal, by which COUNTY accepts CONTRACTOR’s proposal for specific Services and CONTRACTOR indicates a willingness to perform such specific Services under the terms and conditions specified in this AGREEMENT.

ARTICLE 2 WORK/PRELIMINARY REQUIREMENTS

2.1 Work. CONTRACTOR agrees to furnish and complete all authorized and approved

work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, construction management and contract administration services for site development, permitting, regulatory matters, testing, environmental mitigation, traffic, landscaping, accounting, coordination, and construction of the Project..

2.2 Commencement of Work and Notices to Proceed. The Date of Commencement of all Work shall be the date indicated in the Notice to Proceed and/or Work Order. Notice to Proceed as to each Work Order shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed Work Order, the Bonds and Insurance Certificates in accordance with the Work Order and AGREEMENT, and the Board has approved this AGREEMENT. No Work shall be performed by the CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, CONTRACTOR may commence to perform Work.

2.3 Nothing contained in any Work Order shall conflict with the terms of this AGREEMENT, and the terms of this AGREEMENT shall be deemed to be incorporated in each individual Work Order as if fully set forth therein. A Work Order shall contain the following:

- a. A description of the specific Services to be performed, a schedule and amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs such as, labor rates by classification, hours for each classification, extended price, subcontracted labor (also broken out), material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the COUNTY; and
- b. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that do not conflict with the terms of this Agreement.

2.4 Preconstruction Conference(s). If required by the specific services outlined in the Work Order, the CONTRACTOR shall meet with the COUNTY for review and acceptance of the CONTRACTOR'S initial submittals, CPM Schedule, Final Schedule of Values, personnel and Subcontractor list, to review mobilization requirements, to establish procedures for handling shop drawings and other Submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.5 Assumption of Risks. CONTRACTOR shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. CONTRACTOR'S Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the CONTRACTOR assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of CONTRACTOR to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

ARTICLE 3 CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Work outlined in each individual Work Order issued in accordance with the Contract Documents, the fixed Contract Price outlined in each individual Work Order, based on the unit costs in the Bid. The obligations of the OWNER under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the Board of County Commissioners of Martin County.

ARTICLE 4 CONTRACTOR RESPONSIBILITIES

4.1 General Responsibilities

1. CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, specifications set forth in each Work Order, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

2. The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the AGREEMENT is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

3. CONTRACTOR understands and acknowledges that all documents and materials provided with the RFP and any addenda, are general and preliminary, and that CONTRACTOR shall not rely on the accuracy or completeness thereof. CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4. CONTRACTOR shall be responsible to the COUNTY for acts and omissions of CONTRACTOR and CONTRACTOR'S agents, employees, Professionals, subconsultants, subcontractors, and all other parties performing Work by, through and under CONTRACTOR.

5. CONTRACTOR shall be responsible for the management, coordination and supervision of all design, permitting, and construction means, methods, techniques, sequences and procedures for completion of the Work.

6. The CONTRACTOR agrees to bind specifically every Professional, subconsultant and subcontractor to the applicable terms and conditions of the AGREEMENT, for the benefit of the COUNTY.

7. CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized and financed to perform such Work.

8. CONTRACTOR shall act as an independent CONTRACTOR and not as the agent of COUNTY. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction subject to compliance with the Contract Documents.

9. The CONTRACTOR shall employ and maintain a full time on-site an Authorized Representative who shall have been designated in writing by the CONTRACTOR and pre-approved by the COUNTY, dedicated to each Work Order full time, shall have full authority to act on behalf of the CONTRACTOR, and all communications given to the Authorized Representative shall be as binding as if given to the CONTRACTOR. Copies of written communications given to the CONTRACTOR'S Authorized Representative shall be mailed to the address set forth in the Contract for notices. Nothing contained herein shall be construed as modifying the CONTRACTOR'S duty of supervision and fiscal management as provided by Florida law. The COUNTY shall have the right to direct removal of any Authorized Representative of the CONTRACTOR assigned to the Project. Any change in the Authorized Representative of CONTRACTOR assigned to the Project shall be subject to the COUNTY'S prior approval.

10. The CONTRACTOR shall not employ any subcontractor or consultant against whom the COUNTY may have reasonable objection.

11. The CONTRACTOR represents to the COUNTY that the CONTRACTOR (and its officers, directors, partners or shareholders who holds ten (10%) percent or more of the outstanding stock of the CONTRACTOR), does not have any financial interest in or with (i.e. is not an officer, director, partner or ten percent plus shareholder) any person, entity, subcontractor, consultant, design professional, materialman, supplier, or any other subcontractor performing any Work or the Project. CONTRACTOR agrees to obtain prior written consent from the COUNTY before entering into any Contract on this Project in which it has a common financial interest.

12. The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings on-site in good order and annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents (thus creating "As-Built Documents") and provided to the COUNTY, and the COUNTY approves those As-Built Documents.

13. The CONTRACTOR shall, at its expense, attend any and all meetings called by COUNTY to discuss the Work under the Contract.

14. CONTRACTOR shall deliver to the COUNTY both prior to commencing each Work Order and also at the completion of the Project and before receipt of Final Payment, a DVD video of the Project showing the site before Work is commenced, the site as it progresses on a

monthly basis, and after Work has been completed for any vertical construction project valued over \$200,000.00. CONTRACTOR shall identify on the DVD the station numbers as those areas of the Project are taped, as well as the date recorded. The cost of the recording is included in the bid submitted by the CONTRACTOR.

15. CONTRACTOR shall not establish and shall not allow its employees to engage in any commercial activities on the site of any Work Order.

16. The CONTRACTOR shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by CONTRACTOR at no additional cost to the COUNTY, and shall include, but not be limited to, the following: telephone service for the CONTRACTOR'S use; construction power as required at each point of construction; and water as required throughout the construction. Prior to final acceptance of the Work the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The COUNTY will assume the utility costs directly related to its usage of areas in which it has taken Beneficial Occupancy.

17. Maintenance of Traffic. The CONTRACTOR shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida Department of Transportation, Martin County, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR'S responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection. The CONTRACTOR shall notify all such agencies and the COUNTY 48 hours in advance of any traffic detour.

18 The CONTRACTOR is responsible for adequate drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

19. Fire hydrant on or adjacent to the highway shall be kept accessible and no obstruction shall be placed within fifteen feet (15') of any hydrant.

20. Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

21. Where the COUNTY determines it to be necessary for maintaining the security of livestock or adjacent property or for protection of pedestrians, the CONTRACTOR shall erect and operate under temporary security fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

ARTICLE 5 PAYMENT

5.1 Schedule of Values. The CONTRACTOR's Unit Price Proposal for each Work Order shall serve as the schedule of values for basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the COUNTY. Progress payments on account of Work will be based on the number of units completed.

5.2 Progress Payments

A. Applications for Payments

1. All payments made to the CONTRACTOR, whether Partial or Final, shall be strictly in accordance with Section 218.70, Florida Statutes, addressing payment, retainage and punchlist procedures for the performance of public works projects to which the Project applies. CONTRACTOR is required to include Section 218.70, Florida Statutes, in all Subcontractor and vendor agreements. At least 25 business days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to COUNTY 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. Such supporting documents shall include but not be limited to releases from all parties who have served Notices to CONTRACTOR for the Project, a current release from CONTRACTOR releasing all claims, other than those previously submitted pursuant to Article 10 herein, through the date of the Application for Payment; and a monthly dated CPM schedule for Projects valued over \$200,000.00. Submission of this supporting documentation shall be a condition precedent to the CONTRACTOR'S entitlement to receive payment. 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 COUNTY 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 COUNTY'S interest therein, all of which must be satisfactory to COUNTY.

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 10% of the Contract Price for all projects valued at \$200,000.00 or more, or as otherwise stipulated in the Work Order. Retainage will not be held for projects valued under \$200,000.00. After 50% completion of the construction, the amount of retainage withheld from each subsequent progress payment shall be five (5%) percent. "Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of the Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of CONTRACTORS mobilization, general conditions, supervision or like items which do not involve

permanent incorporation of Work do not apply to the determination of “Fifty Percent Completion” of the Work for purposes of establishing entitlement to a reduction of retainage.

B. Review of Applications

1. COUNTY will, within 10 business days after the date on which the Application for Payment is stamped as received by the COUNTY, either process the payment or return the Application to CONTRACTOR indicating in writing COUNTY’S reasons for refusing to recommend payment. COUNTY may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received by the COUNTY. The rejection must be in writing and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. The corrected payment requests or invoices must be paid or rejected on the later of:

- a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or
- b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

2. COUNTY and/or Architect/Engineer’s recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to COUNTY, based on COUNTY and/or Architect/Engineer’s observations on the Site of the executed Work as an experienced and qualified professional and on COUNTY and/or ENGINEER’S review of the Application for Payment and the accompanying data and schedules, that to the best of COUNTY and/or Architect/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, 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 Architect/Engineer’s responsibility to observe the Work.

3. By recommending any such payment Architect/Engineer will not thereby be deemed to have represented that: (i) 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 Architect/Engineer in the Contract Documents; or (ii) that there may not be other matters

or issues between the parties that might entitle CONTRACTOR to be paid additionally by COUNTY or entitle COUNTY to withhold payment to CONTRACTOR.

4. Neither COUNTY and/or Architect/Engineer's review of CONTRACTOR'S Work for the purposes of recommending payments nor Architect/Engineer's recommendation of any payment, including final payment, will impose responsibility on Architect/Engineer to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR'S failure to comply with Laws and Regulations applicable to CONTRACTOR'S performance of the Work. Additionally, said review or recommendation will not impose responsibility on Architect/Engineer to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to COUNTY free and clear of any Liens.

5. Architect/Engineer may refuse to recommend the whole or any part of any payment if, in Architect/Engineer's opinion, it would be incorrect to make the representations to COUNTY. Architect/Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Architect/Engineer's opinion to protect COUNTY 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 Written Amendment or Change Orders;
- c. COUNTY has been required to correct defective Work or complete Work; or

C. Payment Becomes Due

1. If approved, payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

- a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or
- b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

D. Reduction in Payment

1. COUNTY may refuse to make payment of the full amount recommended by Architect/Engineer because:

- a. claims have been made against COUNTY 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 COUNTY to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling COUNTY to a set-off against the amount recommended.
 - d. if the Work is defective, or completed Work has been damaged requiring correction or replacement;
2. if the Work for which payment is requested cannot be verified;
 3. because of the failure of CONTRACTOR to make proper payments to Subcontractor for labor, materials or equipment in connection with the Work;
 4. if the Contract Price has been reduced because of Modifications or there is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 5. if the COUNTY has been required to correct defective Work or complete the Work in accordance with the Contract Documents;
 6. because of the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents, or otherwise unsatisfactory prosecution of the Work;
 7. because of any other breach of, default under or violation of, or failure to comply with, the provisions of the Contract Documents.
 8. If COUNTY refuses to make payment of the full amount recommended by Architect/Engineer, COUNTY must give CONTRACTOR written notice (with a copy to Architect/Engineer) within 10 business days stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. COUNTY shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by COUNTY and CONTRACTOR, when CONTRACTOR corrects to COUNTY'S satisfaction the reasons for such action.

5.3 CONTRACTOR'S Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the COUNTY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.4 The CONTRACTOR shall promptly pay all Subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the COUNTY, out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR

on account of such person's portion of the Work. The CONTRACTOR shall, by appropriate agreement with each Subcontractor or other person, require each subcontractor or other person to make payments to Sub-subcontractors in similar manner.

5.5 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the COUNTY shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.6 In accordance with the provisions of Section 255.05, Florida Statutes, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by Section 713.01, Florida Statutes) of the right to make a claim against the Payment Bond in exchange for, or to induce payment of, a progress payment or a final payment; such waivers shall comply with the form set forth in 255.05, Florida Statutes as amended from time to time. Written consent from the surety in a form acceptable to the County regarding the project or payment may be given in lieu of waivers.

5.7 If one or more "Notice of Non-Payment" is received by the COUNTY, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the COUNTY. Upon request, CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If CONTRACTOR fails to satisfy the nonpayment, COUNTY may make payment and back charge CONTRACTOR for any and all costs associated with such payment.

5.8 Progress. If at any time during the progress of Work, CONTRACTOR'S actual progress is inadequate to meet the requirements of the Contract, COUNTY may, but is not required to, notify CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of CONTRACTOR:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;
3. Reschedule the Work in conformance with the specification requirements.

5.9 Neither such notice by COUNTY nor COUNTY'S failure to issue such notice shall relieve CONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by the Contract.

ARTICLE 6 TIME OF PERFORMANCE

6.1 Time is of the essence for each Work Order issued under this Agreement.

6.1.1 Substantial Completion

The following items, as applicable, shall be completed prior to an inspection for Substantial Completion:

1. All general construction completed and the project components shall be clean, and all systems fully functional.
2. All mechanical and electrical Work substantially complete, fixtures in place, connected, cleaned and usable.
3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
4. All painting shall be completed; all signs installed.
5. All floors, glass and metal Work shall be cleaned.
6. All finish hardware shall be installed, and all doors shall be in good Working order.
7. Project site shall be cleared of the CONTRACTOR'S excess equipment, temporary facilities, trailers, and/or building supplies. All temporary construction shall be removed, and all Sitework completed.
8. All operations and maintenance manuals for all equipment shall have been submitted.
9. Manufacturers certifications and warranties shall be delivered to COUNTY.
10. All operations and maintenance training related literature, software and back-up disks have been provided.
11. All required spare parts, materials, as well as any special measuring devices and tools shall have been provided to COUNTY.
12. All air and water balancing reports shall have been submitted.
13. All keys and blanks shall have been provided.

6.1.2 When CONTRACTOR considers the entire Work Order ready for its intended use CONTRACTOR shall notify COUNTY in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Architect/Engineer issue a certificate of Substantial Completion. Promptly thereafter, COUNTY and CONTRACTOR, and Architect/Engineer shall make an inspection of the Work to determine the status of completion. For the purpose of this Contract, and for the compliance of those procedures, duties and obligations as set forth in Section 218.70 and Section 218.735, Florida Statutes the term "Substantial Completion" is defined as that point where COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that COUNTY is able to utilize the entire Project for its intended purposes,

including but not limited to the completion of all specified systems and items relating to life, safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If COUNTY and Architect/Engineer do not consider the Work substantially complete, Architect/Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Architect/Engineer considers the Work substantially complete, Architect/Engineer will prepare and deliver to COUNTY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. If Architect/Engineer considers the Work substantially complete, then, for construction projects having an estimated cost of less than 10 million dollars:

In addition to Section 218.735, Florida Statutes, punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

1. Within five (5) days of Substantial Completion of the construction services purchased as defined in the Contract, CONTRACTOR shall schedule a walkthrough with COUNTY ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and COUNTY during the IW. The IW is to occur within ten (10) days of Substantial Completion of the Work as defined by the Contract, again predicated upon the CONTRACTOR'S timely initiation of a request for the IW. At its option, COUNTY may conduct the IW with its Field Inspector.
2. CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Checklist either during the IW itself, or thereafter for a period of fifteen (15) days from the date of the IW.
3. No later than fifteen (15) days following the scheduled IW, CONTRACTOR shall again initiate and request a second walkthrough of the Project with COUNTY. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR'S performance of completion of items contained on the IW Checklist) and for the purpose of developing a joint Final Punchlist.
4. The intent of this section is for COUNTY and the CONTRACTOR to cooperate to develop a Final Punchlist to be completed no later than thirty (30) days from the date of reaching Substantial Completion of the construction services purchase as defined in the Contract.
5. In no event may the CONTRACTOR request payment of final retainage under Section 718.735, Florida Statutes until the CONTRACTOR considers the Final Punchlist to be 100% complete.
6. CONTRACTOR agrees to complete the Final Punchlist items within forty-five (45) days of the date of its issuance by COUNTY.

7. CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punchlist is 100% complete, and (b) COUNTY has been able to operate or utilize the affected punchlist item for an additional period of fifteen (15) days.
8. CONTRACTOR acknowledges and agrees that COUNTY may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such COUNTY generated lists prior to Substantial Completion is to attempt to streamline the punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by COUNTY during performance of the Work.
9. CONTRACTOR acknowledges and agrees that in calculating 150% of the amount which may be withheld by COUNTY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by Section 218.735, Florida Statutes, COUNTY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

6.1.3 COUNTY shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.2 Partial Utilization

A. Use by COUNTY at COUNTY'S option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which COUNTY, Architect/Engineer, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by COUNTY for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any such part of the Work which COUNTY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to COUNTY and Architect/Engineer that such part of the Work is substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and Architect/Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, COUNTY, CONTRACTOR, and Architect/Engineer shall make an inspection of that part

of the Work to determine its status of completion. If Architect/Engineer does not consider that part of the Work to be substantially complete, Architect/Engineer will notify COUNTY and CONTRACTOR in writing giving the reasons therefore.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with this Agreement regarding property insurance.

6.3 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Architect/Engineer will promptly make a final inspection with COUNTY 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.

6.4 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of Architect/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, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments and §218.70 et. seq., Fla.Stat.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to COUNTY) 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 and as approved by COUNTY, 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 COUNTY or COUNTY'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 COUNTY to indemnify COUNTY against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of Architect/Engineer's observation of the Work during construction and final inspection, and Architect/Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Architect/Engineer is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the

Contract Documents have been fulfilled, Architect/Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Architect/Engineer's recommendation of payment and present the Application for Payment to COUNTY for payment. At the same time Architect/Engineer will also give written notice to COUNTY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Architect/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. Upon completion of all items on the punchlist, final payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

- a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or
- b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the COUNTY may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

6.5 If Substantial Completion is not obtained at the inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

**ARTICLE 7
LIQUIDATED DAMAGES**

7.1 Milestones, milestone completion dates and applicable liquidated damages shall be in accordance with the Work Order.

7.2 If the milestones are not strictly complied with, then Liquidated damages will be assessed against the CONTRACTOR, which are agreed upon in the Work Order, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by COUNTY, and are not a penalty.

ARTICLE 8

CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR'S performance of this Contract is delayed: i) which delay is beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its subcontractors; or ii) by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Contract Time shall be extended by Change Order as determined by the COUNTY . If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, CONTRACTOR shall provide COUNTY a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

1. Nature of the delay or change in the Work;
2. Dates of commencement and cessation of the delay or change in the Work;
3. Activities on the current progress schedule affected by the delay or change in the Work;
4. Identification and demonstration that the delay or change in Work affects the critical path;
5. Identification of the source of delay or change in the Work;
6. Anticipated extent of the delay or change in the Work; and
7. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless CONTRACTOR shall have notified the COUNTY in writing within seven (7) calendar days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waive any and all claims for damages which they may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by the COUNTY , Architect, Architect/Engineer, or its agents, and waives damages which it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein being the CONTRACTOR'S sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed \$250.00 per each day of delay. Apart from extensions of time or acceleration costs approved by COUNTY and any applicable extended general conditions, no payment of claim for delay damages shall be

made to the CONTRACTOR as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided CONTRACTOR have otherwise satisfied the requirements of this Contract, the CONTRACTOR shall be entitled to an increase in the Contract sum based upon approved general condition, insurance, and bond premium costs resulting from delays for which the Architect/Engineer has approved by Change Order. an extension of time for performance; provided, however, COUNTY shall not be required to pay such additional amounts for any days following the date on which CONTRACTOR achieves Final Completion for the appropriate portion of the Work.

ARTICLE 9 SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error or discrepancy which CONTRACTOR or any of its Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from COUNTY before proceeding with any Work affected. CONTRACTOR shall remain liable to COUNTY for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract. The COUNTY will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. CONTRACTOR'S failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

ARTICLE 10 INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Contract, or in preparation for the work and services under this Contract, or any extension, modification, or amendment thereto by change order to otherwise.

CONTRACTOR hereby agrees to indemnify and hold harmless MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, its officers and employees from liabilities, damages, lawsuits, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of the Construction Contract.

ARTICLE 11 TERMINATION

11.1 Notwithstanding any other provision of this Contract, the CONTRACTOR may be held in default of its contractual obligation under this Contract if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;
3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
4. performs Work that does not conform to Work Order requirements;
5. fails to meet the Work Order schedule or fails to make progress on the Work so as to endanger performance of the Work Order;
6. abandons or refuses to proceed with any or all Work; or
7. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents or Work Order.

11.2 The COUNTY must provide written notice to the CONTRACTOR notifying it that the COUNTY is declaring it in default and providing the CONTRACTOR with three (3) business days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the three (3) day default period, the COUNTY may:

1. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;
2. accept assignment of subcontracts pursuant to this Agreement; and
3. finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or
4. terminate the CONTRACTOR and hire a completion CONTRACTOR to finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs, including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or
5. set off any and all such completion costs against any monies then due or to

become due on any other projects that the COUNTY has with CONTRACTOR.

11.3 Upon default, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the COUNTY for Convenience.

11.5 Termination by the COUNTY for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the COUNTY reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the COUNTY shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

11.6 Should the CONTRACTOR'S Contract be terminated for any reason, the CONTRACTOR shall, at no additional cost to the COUNTY, give written permission to the COUNTY to utilize all design documents necessary for the purpose of completing the Project with another CONTRACTOR.

ARTICLE 12 SUSPENSION OF WORK

The COUNTY may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the COUNTY may determine.

ARTICLE 13 CHANGES IN THE WORK

13.1 The COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work. Upon request of the COUNTY, a request for proposal will be issued to the CONTRACTOR detailing the proposed additions, deletions or revisions to the Work. The request for proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates and mark-ups. The CONTRACTOR shall complete and return the request for proposal to the COUNTY within ten (10) calendar days from receipt thereof. The request for proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The request for proposal may then be: 1) issued as a Change Order in accordance with the provisions of the Contract Documents; 2) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or 3) withdrawn.

13.2 The COUNTY may authorize minor changes or alterations in the Work not involving

extra cost or time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the COUNTY entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the changes in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the COUNTY.

13.5 The COUNTY may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

- A. in the Drawings and designs, and Specifications;
- B. in the method or manner of performance of the Work;
- C. in the COUNTY -furnished facilities, equipment, materials, services or site; or
- D. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

13.8 The value of any additional Work or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways at the sole discretion of the COUNTY:

- A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
- B. by negotiated lump sum; or
- C. cost plus. If this option is selected, COUNTY reserves the right to request any and all documentation from CONTRACTOR in support of its foregoing actual costs, and CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by CONTRACTOR's own forces, CONTRACTOR

shall be entitled to a percentage mark-up for actual costs as defined in Section 1 of ten (10) percent.

13.10 For changes in the Work performed by subcontractors, (a) the subcontractor shall be entitled to mark-up the cost of the change(s) by ten (10) percent, and (b) the CONTRACTOR shall be entitled to mark-up the subcontractor's total by five (5) percent. The foregoing shall be the maximum amount allowable for subcontractor's and CONTRACTORs actual costs as defined in Section 1.

ARTICLE 14

MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by COUNTY to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications will be acceptable regardless of COUNTY'S failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the WORK meeting applicable code requirements relieve CONTRACTOR from responsibility for the quality and securing progress of Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in COUNTY'S interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

14.3.1 The burden of proof of equality of a proposed substitution for a specified item shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the COUNTY for proposed substitute items as required by the Contract Documents.

14.3.2 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

14.3.3 CONTRACTOR shall allow an additional 15 calendar days for COUNTY'S review of substitutions. All requests for substitutions with submittal data must be made at least fifty (50) calendar days prior to the time CONTRACTOR must order, purchase or release for manufacture

or fabrication. Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the Contract. CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

14.3.4 If COUNTY rejects CONTRACTOR'S substitute item on the first submittal, CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the COUNTY allocable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15 COMPLIANCE

15.1 All work, labor, materials and equipment provided under each Work order shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. CONTRACTOR must satisfy itself that the Plans, Drawings and Specifications in fact comply with all applicable codes. CONTRACTOR shall notify COUNTY prior to commencement of Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting this Project.

15.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify COUNTY in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by COUNTY as to the effect of such changes, an adjustment in the Contract Price and/or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same in writing to COUNTY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 CONTRACTOR shall deliver a product which will meet or exceed the Design Criteria package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, and/or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work, except as otherwise noted and/or clarified herein, shall be included in the Work.

ARTICLE 16 NON-DISCRIMINATION

CONTRACTOR covenants and agrees that the CONTRACTOR shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with the respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, physical handicaps (except where based on a bona fide occupational qualification) marital status, race, color, religion, national origin or ancestry.

ARTICLE 17 DEFECTIVE WORK

17.1 Rejecting Defective Work. The COUNTY shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 Correction of Defective Work. Upon presentation of a Defective Work Notice to the CONTRACTOR or CONTRACTOR'S Project Superintendent, the CONTRACTOR shall meet within twenty-four (24) hours with the COUNTY, and, at the sole option of COUNTY, the COUNTY'S representative, to discuss a work plan and time-line to correct the defective Work. The CONTRACTOR shall have no more than five (5) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the twenty four (24) hour meeting requirement, or the agreed upon correction schedule, the COUNTY has the right to do any of the following: (1) correct any Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or (2) hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the COUNTY and in compliance with the Contract Documents. The COUNTY shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18 BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the COUNTY, furnish a Public Payment Bond and a Performance Bond, and record that Bond with the Clerk of the Circuit Court's office, pursuant to Section 255.05,

Florida Statutes, in at least an amount equal to the Contract Price for any Work Order valued at \$200,000.00 or greater, covering the faithful performance of this Agreement and all CONTRACTOR'S faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its authorization to do business in the State of Florida is terminated or it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, CONTRACTOR shall within five (5) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to COUNTY. An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in Section 95.11, Florida Statutes. An action to enforce any claim against a performance bond must be brought within five years in accordance with Section 95.11, Florida Statutes, and applicable case law.

18.2 Insurance

18.2.1. Certificate of Insurance. One (1) certified true copy of the policy/policies must be furnished by CONTRACTOR to COUNTY prior to commencement of any Work Order including demolition, site work, site preparation or construction Work. The Certificate(s) of Insurance must indicate Martin County Board of County Commissioners as additional insureds on all policies. The statement "Additional Insureds" is to be listed in the Description Block of the Insurance Certificate. The indication that Martin County Board of County Commissioners is a Certificate Holder is not sufficient for this issue. The insurance certificate must indicate the Project name and all other requirements set forth in Section 18 and the sample Accord Certificate of Insurance provided.

18.2.2. General Insurance Requirements

a. CONTRACTOR and, where designated, each of its subconsultants, Professionals, and subcontractors shall obtain and maintain during the full duration of Work required under this AGREEMENT, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

b. All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the COUNTY.

c. The policy(s) shall provide for 30 Days prior written notice to the COUNTY, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

d. The policy(s) shall be written for the estimated construction Work, commencing with the initial demolition, Site Work and/or Site preparation and ending at the Final Completion date, and shall contain an endorsement providing for extension of the policy(s) for up to two (2) years. The Products and Completed Operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the COUNTY .

e. All liability policies required herein shall be written on an occurrence basis.

f. The policies shall name the COUNTY , its commissioners and staff as additional insureds as their interest may appear under this Agreement.

g. All insurers shall agree to waive all rights of subrogation against the COUNTY and each individual member of the Board of County Commissioners, Constitutional Officers or staff.

18.2.3. Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

18.2.4. Specific Insurance Limits are as follows:

a. Workers' Compensation - The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Section 440, Florida Statutes and Employers Liability of limits no less than:

\$500,000	each accident
\$500,000	disease - policy limit
\$500,000	each employee

b. Commercial General Liability - including but not limited to bodily injury, \$2,000,000 per location aggregate covering all Work performed under this Agreement. The insurance shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), COUNTY's and CONTRACTORS Protective, Products and Completed Operations.

c. Automobile Liability - including bodily injury and property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than Agreement.

d. Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than \$1,000,000.

e. Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a contract modification. However, if hazardous materials are identified while carrying out this Agreement, no further Work is to be performed in the area of the hazardous material until

the COUNTY has been consulted as to the need to procure and maintain such coverage.

g. Property Insurance/Builders Risk (if applicable) – CONTRACTOR 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 COUNTY, CONTRACTOR, subcontractors, Architect/Engineer, Architect/Engineer's consultants, and the officers, directors, partners, employees, agents, and other 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 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, and such other perils or causes of loss as may be specifically required;

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 COUNTY prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Architect/Engineer;

5. allow for partial utilization of the Work by COUNTY ;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by COUNTY, CONTRACTOR, and Architect/Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

8. The COUNTY and CONTRACTOR waive all rights against each other and any of their subcontractors, agents and employees and the Architect/Engineer, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to Work, except as to proceeds of such insurance held by CONTRACTOR as fiduciary.

18.2.5 Waiver of Subrogation. CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall

agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 19

PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work Order shall be warranted and guaranteed as new quality, and of the highest grade of quality for their intended use, and all Work shall be performed in good workmanship and shall be in accordance with all plans and specifications and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, shall exhibit high quality architectural principles, and shall be in compliance with all governing laws, regulations, applicable building codes, hurricane design, and applicable Florida Building Code. CONTRACTOR warrants all Work against defects for a period of one year (unless longer guarantees or warranties are provided for elsewhere in the Contract or at law in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by CONTRACTOR or any of its subcontractors.

19.2 CONTRACTOR shall repair or replace the defective Work and cure such defect within 48 hours of receipt of written notice. CONTRACTOR warrants such repaired or replaced Work for a period of one (1) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should CONTRACTOR fail to timely cure such defects, COUNTY may proceed to performed the work at CONTRACTOR'S expense and may backcharge CONTRACTOR for all costs associated with the work.

19.3 CONTRACTOR agrees to require that all of its subcontractors, suppliers and materialmen provide warranties in their agreements at least sufficient to satisfy CONTRACTOR'S obligations in this Agreement; and CONTRACTOR shall assign all such warranties to the COUNTY as a condition precedent to the receipt of final payment. CONTRACTOR agrees to defend and indemnify COUNTY against all fees and costs should CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the COUNTY. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S warranty to the COUNTY. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2-year equipment warranty commencing at the time of acceptance of the equipment by the COUNTY.

ARTICLE 20

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the Design Phase and Construction Phase. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to COUNTY upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

20.3 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the CONTRACTOR proposes to conform the construction to the Contract Documents.

20.4 The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples and similar submittals. Design Criteria Professional shall review Shop Drawings, Product Data, Samples and similar submittals for compliance with the Design Criteria Documents and shall provide comments, if any, within fifteen (15) days of receiving such documents.

20.5 Responsibility. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by COUNTY'S approval of Shop Drawings, Product Data, Samples or similar submittals unless the CONTRACTOR has specifically informed COUNTY of such deviation at the time of the submittal and COUNTY has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by COUNTY'S approval thereof.

ARTICLE 21 SAFETY

21.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the COUNTY and Users who may be affected thereby. The CONTRACTOR shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the COUNTY for review. The COUNTY may, but shall not be obligated to, make suggestions and recommendations to the CONTRACTOR with respect thereto.

21.2 All Work, whether performed by the CONTRACTOR, its subcontractor or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended and all state, Martin County and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect; and

2. all codes, rules, regulations and requirements of the COUNTY and its insurance

carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the COUNTY shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The COUNTY shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 Emergencies. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22

PROTECTION OF WORK AND PROPERTY

22.1 CONTRACTOR shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the COUNTY and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the COUNTY and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. COUNTY, its insurance carriers, or representatives may, but shall not be required to, make periodic patrols of the Work site as a part of its normal safety, loss control and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the COUNTY shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Contract.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in the Contract Documents, CONTRACTOR shall contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent CONTRACTOR intends to temporarily store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, CONTRACTOR must first obtain written authorization from the COUNTY, as well as, the

property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the COUNTY.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the COUNTY. CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the COUNTY.

22.5 Until final acceptance of the Work by the COUNTY pursuant to this Contract, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including COUNTY -furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23 UTILITY COORDINATION

23.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of its Work, shall permit entrance of such parties on the Work site in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work. The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

23.2 At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

ARTICLE 24 HAZARDOUS MATERIALS

CONTRACTOR shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The CONTRACTOR will notify the COUNTY immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the COUNTY. CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, CONTRACTOR shall immediately notify the COUNTY and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR'S sole cost and expense.

ARTICLE 25 AUDIT

The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR'S financial books and records concerning this Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the COUNTY the amount of such reduction of payments. All required records shall be maintained until the later of an audit is completed and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the final completion certificate.

ARTICLE 26 PUBLIC RECORDS

26.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

26.1.1 Keep and maintain public records required by the County to perform the Agreement.

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

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

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

26.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 288-5481, pur_div@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

26.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

ARTICLE 27 ASSIGNMENT

27.1 CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the COUNTY and SURETIES.

27.2 If for any reason the COUNTY terminates its agreement with the CONTRACTOR, the

CONTRACTOR hereby assigns this Agreement to the COUNTY. CONTRACTOR shall include in each of its subcontracts language that requires its Subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Contract directly for the COUNTY.

ARTICLE 28 ATTORNEY'S FEES AND COSTS

28.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the COUNTY in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs and all expenses, even if not taxable as court costs, including, at the State Court, Appellate Court and in Bankruptcy Proceedings.

28.2 In cases other than outlined in Section 28.1, the parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

ARTICLE 29 NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONTRACTOR at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30 day prior written notice to the other party given in accordance with the provisions of this Section.

ARTICLE 30 RESOLUTION OF CLAIMS AND DISPUTES

30.1 Mediation. As a condition precedent to the filing any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator

30.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

30.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

ARTICLE 31 MISCELLANEOUS

31.1 Taxes. The COUNTY is exempt from payment of Florida State Sales and Use Taxes.

The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

31.2 Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

31.3 Remedies and Choice of Law. This Contract is to be governed by the law of the state in which the Project is located. Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in Martin County, Florida.

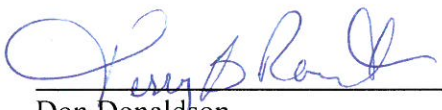
31.4 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

31.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

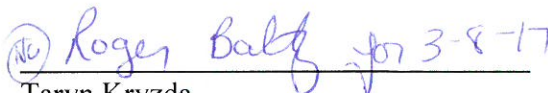
IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**



Don Donaldson
County Engineer



Taryn Kryzda
County Administrator

MANCIL'S TRACTOR SERVICE, INC.



Don Mancil, Jr.
President

NOTARY FOR THE CONTRACTOR

State of FLORIDA

County of MARTIN

The foregoing instrument was acknowledged before me this 3 day of MARCH, 2017,
by DON MANCIL JR., to me known to be the person who
signed the foregoing instrument or produced _____ as identification.

WITNESS my hand and official seal this 3 day of MARCH, 2017.


Notary Public



DEONE MUECK
MY COMMISSION # FF 173016
EXPIRES: December 7, 2018
Bonded Thru Budget Notary Services

**EXHIBIT A
SAMPLE WORK ORDER**

RFB#

ENTER CONTRACT NAME HERE (I.E. GENERAL CONTRACTING SERVICES)
WORK ORDER NO. _____

Pursuant to that certain Contract (“**Contract**”) between Martin County (“**County**”) and _____ (“**Contractor**”) dated _____, **Contractor** hereby agrees to provide the services specified on Exhibit “A”, under the terms and conditions and at a cost of \$_____ all as more specifically described in Exhibit “A”, attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time: _____ calendar days

Final Completion Time: _____ calendar days

Liquidated Damages: _____ per day

IN WITNESS WHEREOF, the **County** and the **Contractor** have executed this Work Order effective this _____ day of _____ 20__.

CONTRACTOR COMPANY NAME

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Name & Title

Department Director Name/Title

A Payment & Performance Bond for all jobs over \$200,000 is required to be recorded with the Martin County Clerk of the Circuit Court before commencement of work per F.S. 255.05

EXHIBIT B

RFB#2017-2916
ROADWAY RESURFACINGBidder Name: MANCIL'S TRACTOR SERVICE

	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (10 ton to 50 ton assignments)	TON	500	\$ 150.00	\$ 75,000.00
2	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (51 ton to 150 ton assignments)	TON	1,000	\$ 130.00	\$ 130,000.00
3	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (151 ton to 499 ton assignments)	TON	2,500	\$ 110.00	\$ 275,000.00
4	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (500-999 ton assignments)	TON	7,500	\$ 96.00	\$ 720,000.00
5	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (over 1,000 ton assignments)	TON	10,000	\$ 95.00	\$ 950,000.00
6	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (10 ton to 50 ton assignments)	TON	500	\$ 150.00	\$ 75,000.00
7	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (51 ton to 150 ton assignments)	TON	1,000	\$ 130.00	\$ 130,000.00
8	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (151 ton to 499 ton assignments)	TON	2,500	\$ 110.00	\$ 275,000.00
9	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (500-999 ton assignments)	TON	7,500	\$ 96.00	\$ 720,000.00
10	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (over 1,000 ton assignments)	TON	10,000	\$ 95.00	\$ 950,000.00
11	Miscellaneous Asphalt (placed by hand & compacted under Guardrail & misc areas)	TON	100	\$ 225.00	\$ 22,500.00
12	Asphalt Treated Permeable Base Placed by Track paving Machine (Coarse aggregate stone # 57, asphalt Content 3.5 - 4.0%)(151 to 550 ton assignments)	TON	1,000	\$ 95.00	\$ 95,000.00
13	Asphalt Treated Permeable Base Placed by Track paving Machine (Coarse aggregate stone # 57, asphalt Content 3.5 - 4.0%)(over 550 ton assignments)	TON	2,000	\$ 89.00	\$ 178,000.00
14	Thermo Plastic (Yellow Skip 6") 10-30 or 3-9	GM	10	\$ 1,075.00	\$ 10,750.00
15	Thermo Plastic (White Skip 6") 10-30 or 3-9	GM	10	\$ 1,075.00	\$ 10,750.00
16	Thermo Plastic (Yellow Solid 6")	LF	30,000	\$ 0.80	\$ 24,000.00
17	Thermo Plastic (White Solid 6")	LF	20,000	\$ 0.80	\$ 16,000.00
18	Thermo Plastic (White Solid 12")	LF	1,000	\$ 1.65	\$ 1,650.00
19	Thermo Plastic (White Solid 18")	LF	500	\$ 2.25	\$ 1,125.00
20	Thermo Plastic (Yellow Solid 18")	LF	500	\$ 2.25	\$ 1,125.00
21	Thermo Plastic (Stop Bar 12')	EA	100	\$ 50.00	\$ 5,000.00
22	Thermo Plastic (Arrows)	EA	100	\$ 72.50	\$ 7,250.00
23	Retro Reflective Pavement Markers	EA	2500	\$ 3.60	\$ 9,000.00
24	Staked silt fence	LF	5,000	\$ 1.50	\$ 7,500.00
25	Regular excavation, including removal & disposal	CY	1,000	\$ 10.00	\$ 10,000.00
26	Embankment, 16 CY minimum	CY	1,000	\$ 9.00	\$ 9,000.00
27	Roadway/shoulder/swale regrade & shaping including compaction (assume no material removal)	SY	25,000	\$ 2.00	\$ 50,000.00
28	12" stabilized subgrade, LBR 40	SY	5,000	\$ 2.50	\$ 12,500.00
29	Optional Base Group 6 TYPE B-12.5 in place to line & grade (includes excavation ,compaction and material removal)	SY	2,500	\$ 34.00	\$ 85,000.00
30	Optional Base Group 6 cemented coquina shell base compacted to 98% AASHTO T180, LBR 100, primed & sanded, in place to line & grade (Includes excavation)	SY	2,500	\$ 13.50	\$ 33,750.00
31	Optional Base Group 4, Cemented Coquina (LBR100)	SY	1,000	\$ 10.00	\$ 10,000.00
32	Optional Base Group 9 Cemented Coquina (LBR 100)	SY	1,000	\$ 15.00	\$ 15,000.00
33	ABC base, placed & compacted	TON	1,000	\$ 90.00	\$ 90,000.00

**RFB#2017-2916
ROADWAY RESURFACING**

Bidder Name: MANCIL'S TRACTOR SERVICE

	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
34	2' wide paved shoulder, 3" thick Type SP-12.5 asphaltic base course on grade, including excavation, compaction & material removal	SY	2,500	\$ 22.00	\$ 55,000.00
35	Asphalt SP-9.5 or SP-12.5 Asphaltic Concrete hot mix, plant pick up by County during normal batching operations	TON	1,000	\$ 75.00	\$ 75,000.00
36	50' long x 24' wide Type SP-9.5 asphaltic concrete overlay 1.5" thickness including tack material, mobilization & compaction. (Patch open cut)	EA	10	\$ 5,000.00	\$ 50,000.00
37	Roadway Milling, including mobilization, MOT & all incidental work & equipment to include hauling off, stockpiling, or otherwise disposing of material.	DAY	20	\$ 8,000.00	\$ 160,000.00
38	Roadway Mixer, mix in place existing asphalt & base up to 10" in depth. Materials pulverized to meet FDOT Gradation requirements spec(913-2.2)(915-4)	SY	10,000	\$ 2.00	\$ 20,000.00
39	Concrete Curb " TYPE B " Minimum assignments of 50 LF	LF	1,000	\$ 17.00	\$ 17,000.00
40	Concrete Curb " TYPE D " Minimum assignments of 50 LF	LF	1,000	\$ 17.00	\$ 17,000.00
41	Concrete Curb " TYPE F " Minimum assignments of 50 LF	LF	1,000	\$ 23.00	\$ 23,000.00
42	Concrete Curb " TYPE RA " Minimum assignments of 50 LF	LF	1,000	\$ 24.00	\$ 24,000.00
43	Concrete Drop Curb Minimum assignments of 50 LF	LF	1,000	\$ 18.00	\$ 18,000.00
44	Concrete Barrier Wall (Temporary)	LF-WK	504	\$ 25.00	\$ 12,600.00
45	Traffic Control Officer	MH	100	\$ 45.00	\$ 4,500.00
46	Barricade Type I	ED	50	\$ 2.00	\$ 100.00
47	Barricade Type II	ED	50	\$ 2.00	\$ 100.00
48	Barricade Type III	ED	30	\$ 5.00	\$ 150.00
49	Portable Changeable Message Sign (PCMS)	ED	30	\$ 75.00	\$ 2,250.00
50	Portable Advance Warning Arrow Panel	ED	30	\$ 25.00	\$ 750.00
51	Adjust Manholes with riser	EA	100	\$ 175.00	\$ 17,500.00
52	Adjust valve boxes with riser	EA	100	\$ 35.00	\$ 3,500.00
53	Valve Box F&I	EA	5	\$ 250.00	\$ 1,250.00
54	Sawcut Asphalt up to 2.5" Thickness	LF	1,000	\$ 1.50	\$ 1,500.00
55	Concrete, 4" thick concrete sidewalk including formwork, sod removal & disposal (20 to 100 SY assignments)(3000 PSI W/Fiber)	SY	500	\$ 47.00	\$ 23,500.00
56	Concrete, 4" thick concrete sidewalk including formwork, sod removal & disposal (over 100 SY assignments)(3000 PSI W/Fiber)	SY	1,500	\$ 44.50	\$ 66,750.00
57	Concrete, 6" thick concrete sidewalk/driveway including formwork, sod removal & disposal. (3000 PSI W/Fiber)	SY	1,000	\$ 46.00	\$ 46,000.00
58	Concrete removal	CF	2,500	\$ 1.50	\$ 3,750.00
59	Guardrail, galvanized, W-beam with timber post installed to FDOT Specs.	LF	1,000	\$ 21.00	\$ 21,000.00
60	Guardrail, galvanized, W-beam with galvanized steel post installed to FDOT Specs.	LF	500	\$ 20.00	\$ 10,000.00
61	Catch Basin, Ditch Bottom Inlet Type-C < 5'	EA	6	\$ 1,680.00	\$ 10,080.00
62	Catch Basin, Ditch Bottom Inlet Type-E < 6'	EA	6	\$ 2,520.00	\$ 15,120.00
63	End anchorage assembly type MELT installed to FDOT Specs	EA	8	\$ 3,150.00	\$ 25,200.00
64	12" X 18" Elliptical RCP	LF	500	\$ 50.50	\$ 25,250.00
65	14" X 23" Elliptical RCP	LF	500	\$ 52.50	\$ 26,250.00
66	15" RCP	LF	400	\$ 37.00	\$ 14,800.00
67	18" RCP	LF	400	\$ 42.00	\$ 16,800.00
68	24" RCP	LF	400	\$ 52.50	\$ 21,000.00
69	30" RCP	LF	100	\$ 80.00	\$ 8,000.00
70	36" RCP	LF	100	\$ 101.00	\$ 10,100.00
71	Mitered End Section (15" RCP)	EA	6	\$ 275.00	\$ 1,650.00
72	Mitered End Section (18" RCP)	EA	6	\$ 330.00	\$ 1,980.00
73	Mitered End Section (24" RCP)	EA	6	\$ 385.00	\$ 2,310.00
74	Mitered End Section (30" RCP)	EA	6	\$ 440.00	\$ 2,640.00
75	Mitered End Section (36" RCP)	EA	6	\$ 495.00	\$ 2,970.00
76	Mitered End Section (12x18 RCP)	EA	2	\$ 330.00	\$ 660.00
77	Mitered End Section (14x23 RCP)	EA	2	\$ 385.00	\$ 770.00
78	Concrete End Walls (Typ. Per FOOT Standard Index #250)	CY	100	\$ 1,375.00	\$ 137,500.00
79	Roadway Open Cut-60" Wide X 5' Deep Including Backfill & Base (Typ. Per Martin County Standard Detail R-31A & R-31B)	EA	10	\$ 1,500.00	\$ 15,000.00
80	Straw Bales (18X18X36)	EA	100	\$ 10.00	\$ 1,000.00

**RFB#2017-2916
ROADWAY RESURFACING**

Bidder Name: MANCIL'S TRACTOR SERVICE

	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
81	Sod, bahia	SY	15,000	\$ 2.00	\$ 30,000.00
82	Sod, floritam	SY	1,000	\$ 4.00	\$ 4,000.00
83	Floating Turbidity Barrier	LF	200	\$ 10.00	\$ 2,000.00
84	Roadway edging	LF	30,000	\$ 0.50	\$ 15,000.00
85	Standard mailbox and/or standard traffic control sign (single post), removal & relocate.	EA	50	\$ 50.00	\$ 2,500.00
86	Type-F (6x40) Traffic Loop	EA	6	\$ 750.00	\$ 4,500.00
87	As-Builts/2-Man Survey Crew	HR	100	\$ 250.00	\$ 25,000.00
TOTAL BID \$					6,101,180.00

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

MANCIL'S TRACTOR SERVICE, INC.
Company Name

8530 SW JAYME WAY
Street Address


PALM CITY, FL 34990
City, State, Zip

(772) 288-0951
Telephone

DON MANCIL, JR.
Name of Authorized Representative (Print)

PRESIDENT
Title

rsstone@mancils.com
E-mail Address


Authorized Signature



**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: September 27, 2018

MEETING TYPE:

AGENDA ITEM TITLE: RESOLUTION 050-2018 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING PIGGYBACK AGREEMENT FOR INFRASTRUCTURE & MAINTENANCE; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY OF ITEM: This agenda item approves an agreement for Infrastructure Construction & Maintenance services with Mancil's Tractor Service, Inc., piggybacking upon an agreement competitively bid by Martin County.

RECOMMENDATION: Approve Res. 050-2018 Approving a Piggyback Agreement for Infrastructure Construction & Maintenance

PREPARED BY: Wade Vose, Village Attorney

DATE: 9/20/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

ATTACHMENTS:

Description

Res. 050-2018 Approving a Piggyback Agreement for Infrastructure Construction & Maintenance

Piggyback Agreement for Infrastructure Construction & Maintenance

Martin County Contract for Infrastructure Construction & Maintenance - RFB2018-3053



RESOLUTION No. 050-2018

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING PIGGYBACK AGREEMENT FOR INFRASTRUCTURE CONSTRUCTION & MAINTENANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Indiantown desires to obtain Infrastructure Construction & Maintenance services; and

WHEREAS, Martin County, Florida accepted a bid for Infrastructure Construction & Maintenance by Mancil's Tractor Service, Inc. ("Contractor"), pursuant to RFB#2018-3053 ("Infrastructure Construction & Maintenance"), by Agreement with an effective date of May 22, 2018, pursuant to a competitive public bidding process by Martin County; and

WHEREAS, as the Infrastructure Construction & Maintenance services involved in such Agreement are substantially the same as the Infrastructure Construction & Maintenance services desired by the Village, and the Village desires to piggyback upon such Agreement and utilize the competitively bid contract process administered by Martin County with respect to such bid, and Village and Contractor wish to adopt the contract documents, with certain minor modifications.

NOW, THEREFORE BE IT RESOLVED, by the Village Council of the Village of Indiantown, Florida, as follows:

SECTION 1. AGREEMENT APPROVED. The Piggyback Agreement for Infrastructure Construction & Maintenance, a copy of which is attached, is hereby approved, and the Mayor is hereby authorized to execute the same.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

RES. 050-2018 Approving a Piggyback Agreement for Infrastructure Construction & Maintenance

Council Member _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNANDEZ, COUNCIL MEMBER				

ADOPTED this ____ day of _____, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:

WADE C. VOSE
VILLAGE ATTORNEY

**PIGGYBACK AGREEMENT FOR
INFRASTRUCTURE CONSTRUCTION & MAINTENANCE**

THIS AGREEMENT made this ____ day of September, 2018, by and between the Village of Indiantown, Florida, a municipal corporation of the State of Florida, P.O. Box 398, 16550 SW Warfield Blvd., Indiantown, FL 34956-0398, hereinafter the “Owner”, and Mancil’s Tractor Service, Inc., a Florida corporation, hereinafter “Contractor” with its principal address at 8530 SW Jayme Way, Palm City, FL 34990.

WITNESSETH:

WHEREAS, Martin County, Florida (“MCF”) accepted Contractor’s bid for Infrastructure Construction & Maintenance, pursuant to RFB#2018-3053 (“Infrastructure Construction & Maintenance”), by Agreement with an effective date of May 22, 2018, pursuant to a competitive public bidding process by MCF (the “MCF Bid”); and

WHEREAS, the MCF Bid package included formal contract documents binding upon the successful bidder, the “MCF Contract Documents”; and

WHEREAS, the Owner desires to obtain Infrastructure Construction & Maintenance services; and

WHEREAS, as the Infrastructure Construction & Maintenance services involved in the MCF Contract Documents with Contractor are substantially the same as the Infrastructure Construction & Maintenance services desired by Owner, Owner elects to utilize the competitively bid contract process administered by MCF in the MCF Bid, and Owner and Contractor wish to adopt the MCF Contract Documents, with certain minor modifications as further described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement.

II. AMENDMENTS

The MCF Bid and the MCF Contract Documents are incorporated into this Agreement and is deemed to be a part of this Agreement as modified as follows:

1. General. Where provisions of the MCF Bid and the MCF Contract Documents refer to “Martin County” or “County” as the owner/contracting party, replace it with “Village of Indiantown, Florida.” Where provisions of the MCF Agreement refer to “Agreement” or “Contract”, it shall refer to the MCF Agreement as modified by this

Agreement. Where the provisions of the MCF Contract Documents refer to the MCF “Purchasing Department”, it shall refer to the Village Manager, or designee.

2. Term. The term of this Agreement is three (3) years. The Agreement may be renewed for such additional terms as provided in the MCF Contract Documents, upon mutual agreement of both parties.
3. Unit Prices. The unit prices set forth in the MCF Bid and the MCF Contract Documents shall be applicable during the term of this Agreement.
4. Project Purchase Orders. A. No services provided under this Agreement shall be authorized upon execution of the Agreement. The Owner shall initiate work assignments by providing Contractor with a written “Work Assignments”.

B. Each Work Assignment will set forth, among other things, the following:
 - i. The scope of services requested;
 - ii. Any deliverables;
 - iii. The time and schedule of performance;
 - iv. The method and amount of compensation based upon the unit prices set forth in Section 3 above;
 - v. Any modifications to this Agreement, if mutually agreed upon by the parties.
C. The services to be rendered by Contractor shall commence subsequent to the execution of each Delivery Request. Contractor’s work shall be performed, completed and submitted to Owner as specified in the Work Assignment.

D. Each Work Assignment will be sequentially numbered and shall be subject to Owner’s approval prior to a Notice-to-Proceed being issued. The terms and conditions of this Agreement shall be incorporated within and made a part of each Work Assignment.
5. Invoices. Applications for payments under the Agreement shall be submitted to the following:

Village Manager
Village of Indiantown
P.O. Box 398
Indiantown, FL 34956-0398
6. No Other Amendments. Except as set forth herein, the Agreement is not amended. In the event of any conflict between the terms of this

Agreement and the terms of the MCF Contract Documents, the terms of this Agreement shall prevail.

III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

7. Notice. All notices and other communications required in connection with this Agreement shall be in writing unless otherwise specified herein, and any notice or other communication required hereunder shall be faxed and mailed to the address set forth below, and shall be deemed delivered three (3) business days after the deposit of the mailed notice thereof in any main or branch office of the United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties respectively as follows:

For notices and communications to the Town:

Village Manager
Village of Indiantown
P.O. Box 398
Indiantown, FL 34956-0398

For notices and communications to Contractor:

Mancil's Tractor Service, Inc.
8530 SW Jayme Way
Palm City, FL 34990

By notice complying with the foregoing requirements of this section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

8. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
9. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances shall not be impaired thereby, but such remaining provisions of this Agreement shall be interpreted, applied and enforced so as to achieve, as near as may

be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.

10. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.
11. Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311 and as may be amended from time to time. Contractor further represents that no person having any interest shall be employed for said performance.
12. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement. the warranties and representations in the MCF Agreement. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor shall provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current Bidder's Qualifications Statement/Statement of Business Organization.
13. Termination. Owner may terminate this Agreement upon seven (7) days written notice to Contractor.
14. Allotment of Deliveries To The Contractor. Owner, through its designated Utility representative, shall, in its sole discretion, issue Delivery Requests to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Delivery Requests. Owner retains the right to utilize other contractors or otherwise bid and execute procurements. Contractor shall have no right to appeal or challenge Owner's decision regarding distribution of Delivery Requests.
15. Venue. The parties agree to exclusive venue for any disputes arising under this Agreement in the circuit Court in and for Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

MANCIL'S TRACTOR SERVICE, INC.

By: _____
Its Authorized Representative

ATTEST:

VILLAGE OF INDIANTOWN

CHERYL WHITE, CLERK

SUSAN GIBBS THOMAS, MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

WADE C. VOSE, VILLAGE ATTORNEY



**AGREEMENT BETWEEN COUNTY AND CONTRACTOR
FOR CONSTRUCTION SERVICES**

THIS AGREEMENT, effective this 22nd day of May in the year, 2018, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: Mancil's Tractor Service, Inc.
(hereinafter CONTRACTOR) 8530 SW Jayme Way
Palm City, FL 34990

Contract Name: Infrastructure Construction & Maintenance

Contract Number: RFB2018-3053

Total Contract Value: \$30,000,000. (to all vendors combined over 5 years)

Contract Term: Three (3) years plus two optional 1-year renewals

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ARTICLE 1 DEFINITIONS

1.1 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Actual Costs.*

- a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- b. cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- c. rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
- e. additional cost of field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

2. *Addenda.* Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

3. *Agreement.* The written instrument which is evidence of the agreement between COUNTY and CONTRACTOR covering the Work. Also referred to as "Contract".

4. *Bonds.* Performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the law of Florida.

5. *Change Order.* A written document which is signed by CONTRACTOR and COUNTY 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.

6. *Claim.* A demand or assertion by COUNTY 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.

7. *Contract Documents.* The Contract Documents establish the rights and obligations of the parties and include the following: Agreement (including Exhibits), Work Order, entire bid package including Advertisement, all Addenda and Instructions to Bidders, CONTRACTOR'S completed Bid Form package, Notice of Award, Notice to Proceed, drawings, specifications, plans, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, approved submittals, and other documents prepared by, through, or under CONTRACTOR that fix, depict and/or describe the size, quality and character of the Project, the Bonds, these General

Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Architect/Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Contract Price.* The moneys paid to CONTRACTOR under Contract Documents.

9. *Contract Time.* The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Architect/Engineer's written recommendation of final payment.

10. *CONTRACTOR.* The individual or entity with whom COUNTY has entered into the Agreement.”.

11. *Drawings.* That part of the Contract Documents prepared or approved by an Architect or 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.

12. *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.

13. *Field Order.* A written order issued by Architect/Engineer's or COUNTY which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

14. *Final Completion or Final Acceptance.* The completion of all Work called for under the Contract Documents, including, but not limited to, satisfactory operation of all equipment (other than COUNTY supplied equipment or facilities or those installed by separate CONTRACTORS); correction of all punch list items to the satisfaction of COUNTY, payment of all trade CONTRACTORS, subcontractors, and materialmen; settlement of all claims, if any; payment and release of all mechanic's, materialmen's, and similar liens; delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, building certificates, electrical certificates, mechanical certificates, plumbing certificates, and all other required approvals and acceptances by any municipality within Martin County, Martin County itself, the State of Florida or other authorities or agencies having jurisdiction; and removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

15. *Notice to Proceed.* A written notice given by COUNTY 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.

16. *Public Record.* All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in

connection with the transaction of official business between the COUNTY and the CONTRACTOR.

17. *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.

18. *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.

19. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

20. *Substantial Completion.* The stage in construction when the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (1) the items that affect operational integrity and function of the Project must be capable of continuous use; (2) all permits and other regulatory requirements must be satisfied; and (3) a Certificate of Occupancy must be issued where one is required. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

21. *Surety.* The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of “A-” or better or equivalent rating by a nationally recognized rating agency.

22. *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.

23. *Work.* Services as defined in each individual Work Order to be paid for in accordance with the unit prices indicated in CONTRACTOR’s bid.

23. *Work Order.* A formal document that is dated, serially numbered, and executed by both the COUNTY and the CONTRACTOR in response to COUNTY’s request for proposal, by which COUNTY accepts CONTRACTOR’s proposal for specific Services and CONTRACTOR indicates a willingness to perform such specific Services under the terms and conditions specified in this AGREEMENT.

ARTICLE 2 WORK/PRELIMINARY REQUIREMENTS

2.1 Work. CONTRACTOR agrees to furnish and complete all authorized and approved

work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, construction management and contract administration services for site development, permitting, regulatory matters, testing, environmental mitigation, traffic, landscaping, accounting, coordination, and construction of the Project..

2.2 Commencement of Work and Notices to Proceed. The Date of Commencement of all Work shall be the date indicated in the Notice to Proceed and/or Work Order. Notice to Proceed as to each Work Order shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed Work Order, the Bonds and Insurance Certificates in accordance with the Work Order and AGREEMENT, and the Board has approved this AGREEMENT. No Work shall be performed by the CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, CONTRACTOR may commence to perform Work.

2.3 Nothing contained in any Work Order shall conflict with the terms of this AGREEMENT, and the terms of this AGREEMENT shall be deemed to be incorporated in each individual Work Order as if fully set forth therein. A Work Order shall contain the following:

- a. A description of the specific Services to be performed, a schedule and amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs such as, labor rates by classification, hours for each classification, extended price, subcontracted labor (also broken out), material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the COUNTY; and
- b. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that do not conflict with the terms of this Agreement.

2.4 Preconstruction Conference(s). If required by the specific services outlined in the Work Order, the CONTRACTOR shall meet with the COUNTY for review and acceptance of the CONTRACTOR'S initial submittals, CPM Schedule, Final Schedule of Values, personnel and Subcontractor list, to review mobilization requirements, to establish procedures for handling shop drawings and other Submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.5 Assumption of Risks. CONTRACTOR shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. CONTRACTOR'S Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the CONTRACTOR assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of CONTRACTOR to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

ARTICLE 3 CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Work outlined in each individual Work Order issued in accordance with the Contract Documents, the fixed Contract Price outlined in each individual Work Order, based on the unit costs in the Bid. The obligations of the OWNER under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the Board of County Commissioners of Martin County.

ARTICLE 4 CONTRACTOR RESPONSIBILITIES

4.1 General Responsibilities

1. CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, specifications set forth in each Work Order, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

2. The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the AGREEMENT is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

3. CONTRACTOR understands and acknowledges that all documents and materials provided with the RFP and any addenda, are general and preliminary, and that CONTRACTOR shall not rely on the accuracy or completeness thereof. CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4. CONTRACTOR shall be responsible to the COUNTY for acts and omissions of CONTRACTOR and CONTRACTOR'S agents, employees, Professionals, subconsultants, subcontractors, and all other parties performing Work by, through and under CONTRACTOR.

5. CONTRACTOR shall be responsible for the management, coordination and supervision of all design, permitting, and construction means, methods, techniques, sequences and procedures for completion of the Work.

6. The CONTRACTOR agrees to bind specifically every Professional, subconsultant and subcontractor to the applicable terms and conditions of the AGREEMENT, for the benefit of the COUNTY.

7. CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized and financed to perform such Work.

8. CONTRACTOR shall act as an independent CONTRACTOR and not as the agent of COUNTY. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction subject to compliance with the Contract Documents.

9. The CONTRACTOR shall employ and maintain a full time on-site an Authorized Representative who shall have been designated in writing by the CONTRACTOR and pre-approved by the COUNTY, dedicated to each Work Order full time, shall have full authority to act on behalf of the CONTRACTOR, and all communications given to the Authorized Representative shall be as binding as if given to the CONTRACTOR. Copies of written communications given to the CONTRACTOR'S Authorized Representative shall be mailed to the address set forth in the Contract for notices. Nothing contained herein shall be construed as modifying the CONTRACTOR'S duty of supervision and fiscal management as provided by Florida law. The COUNTY shall have the right to direct removal of any Authorized Representative of the CONTRACTOR assigned to the Project. Any change in the Authorized Representative of CONTRACTOR assigned to the Project shall be subject to the COUNTY'S prior approval.

10. The CONTRACTOR shall not employ any subcontractor or consultant against whom the COUNTY may have reasonable objection.

11. The CONTRACTOR represents to the COUNTY that the CONTRACTOR (and its officers, directors, partners or shareholders who holds ten (10%) percent or more of the outstanding stock of the CONTRACTOR), does not have any financial interest in or with (i.e. is not an officer, director, partner or ten percent plus shareholder) any person, entity, subcontractor, consultant, design professional, materialman, supplier, or any other subcontractor performing any Work or the Project. CONTRACTOR agrees to obtain prior written consent from the COUNTY before entering into any Contract on this Project in which it has a common financial interest.

12. The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings on-site in good order and annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents (thus creating "As-Built Documents") and provided to the COUNTY, and the COUNTY approves those As-Built Documents.

13. The CONTRACTOR shall, at its expense, attend any and all meetings called by COUNTY to discuss the Work under the Contract.

14. CONTRACTOR shall deliver to the COUNTY both prior to commencing each Work Order and also at the completion of the Project and before receipt of Final Payment, a DVD video of the Project showing the site before Work is commenced, the site as it progresses on a

monthly basis, and after Work has been completed for any vertical construction project valued over \$200,000.00. CONTRACTOR shall identify on the DVD the station numbers as those areas of the Project are taped, as well as the date recorded. The cost of the recording is included in the bid submitted by the CONTRACTOR.

15. CONTRACTOR shall not establish and shall not allow its employees to engage in any commercial activities on the site of any Work Order.

16. The CONTRACTOR shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by CONTRACTOR at no additional cost to the COUNTY, and shall include, but not be limited to, the following: telephone service for the CONTRACTOR'S use; construction power as required at each point of construction; and water as required throughout the construction. Prior to final acceptance of the Work the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The COUNTY will assume the utility costs directly related to its usage of areas in which it has taken Beneficial Occupancy.

17. Maintenance of Traffic. The CONTRACTOR shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida Department of Transportation, Martin County, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR'S responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection. The CONTRACTOR shall notify all such agencies and the COUNTY 48 hours in advance of any traffic detour.

18 The CONTRACTOR is responsible for adequate drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

19. Fire hydrant on or adjacent to the highway shall be kept accessible and no obstruction shall be placed within fifteen feet (15') of any hydrant.

20. Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

21. Where the COUNTY determines it to be necessary for maintaining the security of livestock or adjacent property or for protection of pedestrians, the CONTRACTOR shall erect and operate under temporary security fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

ARTICLE 5 PAYMENT

5.1 Schedule of Values. The CONTRACTOR's Unit Price Proposal for each Work Order shall serve as the schedule of values for basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the COUNTY. Progress payments on account of Work will be based on the number of units completed.

5.2 Progress Payments

A. Applications for Payments

1. All payments made to the CONTRACTOR, whether Partial or Final, shall be strictly in accordance with Section 218.70, Florida Statutes, addressing payment, retainage and punchlist procedures for the performance of public works projects to which the Project applies. CONTRACTOR is required to include Section 218.70, Florida Statutes, in all Subcontractor and vendor agreements. At least 25 business days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to COUNTY 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. Such supporting documents shall include but not be limited to releases from all parties who have served Notices to CONTRACTOR for the Project, a current release from CONTRACTOR releasing all claims, other than those previously submitted pursuant to Article 10 herein, through the date of the Application for Payment; and a monthly dated CPM schedule for Projects valued over \$200,000.00. Submission of this supporting documentation shall be a condition precedent to the CONTRACTOR'S entitlement to receive payment. 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 COUNTY 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 COUNTY'S interest therein, all of which must be satisfactory to COUNTY.

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 10% of the Contract Price for all projects valued at \$200,000.00 or more, or as otherwise stipulated in the Work Order. Retainage will not be held for projects valued under \$200,000.00. After 50% completion of the construction, the amount of retainage withheld from each subsequent progress payment shall be five (5%) percent. "Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of the Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of CONTRACTORS mobilization, general conditions, supervision or like items which do not involve

permanent incorporation of Work do not apply to the determination of “Fifty Percent Completion” of the Work for purposes of establishing entitlement to a reduction of retainage.

B. Review of Applications

1. COUNTY will, within 10 business days after the date on which the Application for Payment is stamped as received by the COUNTY, either process the payment or return the Application to CONTRACTOR indicating in writing COUNTY’S reasons for refusing to recommend payment. COUNTY may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received by the COUNTY. The rejection must be in writing and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. The corrected payment requests or invoices must be paid or rejected on the later of:

- a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or
- b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

2. COUNTY and/or Architect/Engineer’s recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to COUNTY, based on COUNTY and/or Architect/Engineer’s observations on the Site of the executed Work as an experienced and qualified professional and on COUNTY and/or ENGINEER’S review of the Application for Payment and the accompanying data and schedules, that to the best of COUNTY and/or Architect/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, 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 Architect/Engineer’s responsibility to observe the Work.

3. By recommending any such payment Architect/Engineer will not thereby be deemed to have represented that: (i) 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 Architect/Engineer in the Contract Documents; or (ii) that there may not be other matters

or issues between the parties that might entitle CONTRACTOR to be paid additionally by COUNTY or entitle COUNTY to withhold payment to CONTRACTOR.

4. Neither COUNTY and/or Architect/Engineer's review of CONTRACTOR'S Work for the purposes of recommending payments nor Architect/Engineer's recommendation of any payment, including final payment, will impose responsibility on Architect/Engineer to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR'S failure to comply with Laws and Regulations applicable to CONTRACTOR'S performance of the Work. Additionally, said review or recommendation will not impose responsibility on Architect/Engineer to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to COUNTY free and clear of any Liens.

5. Architect/Engineer may refuse to recommend the whole or any part of any payment if, in Architect/Engineer's opinion, it would be incorrect to make the representations to COUNTY. Architect/Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Architect/Engineer's opinion to protect COUNTY 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 Written Amendment or Change Orders;
- c. COUNTY has been required to correct defective Work or complete Work; or

C. Payment Becomes Due

1. If approved, payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

- a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or
- b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

D. Reduction in Payment

1. COUNTY may refuse to make payment of the full amount recommended by Architect/Engineer because:

- a. claims have been made against COUNTY 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 COUNTY to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling COUNTY to a set-off against the amount recommended.
 - d. if the Work is defective, or completed Work has been damaged requiring correction or replacement;
2. if the Work for which payment is requested cannot be verified;
 3. because of the failure of CONTRACTOR to make proper payments to Subcontractor for labor, materials or equipment in connection with the Work;
 4. if the Contract Price has been reduced because of Modifications or there is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 5. if the COUNTY has been required to correct defective Work or complete the Work in accordance with the Contract Documents;
 6. because of the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents, or otherwise unsatisfactory prosecution of the Work;
 7. because of any other breach of, default under or violation of, or failure to comply with, the provisions of the Contract Documents.
 8. If COUNTY refuses to make payment of the full amount recommended by Architect/Engineer, COUNTY must give CONTRACTOR written notice (with a copy to Architect/Engineer) within 10 business days stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. COUNTY shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by COUNTY and CONTRACTOR, when CONTRACTOR corrects to COUNTY'S satisfaction the reasons for such action.

5.3 CONTRACTOR'S Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the COUNTY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.4 The CONTRACTOR shall promptly pay all Subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the COUNTY, out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR

on account of such person's portion of the Work. The CONTRACTOR shall, by appropriate agreement with each Subcontractor or other person, require each subcontractor or other person to make payments to Sub-subcontractors in similar manner.

5.5 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the COUNTY shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.6 In accordance with the provisions of Section 255.05, Florida Statutes, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by Section 713.01, Florida Statutes) of the right to make a claim against the Payment Bond in exchange for, or to induce payment of, a progress payment or a final payment; such waivers shall comply with the form set forth in 255.05, Florida Statutes as amended from time to time. Written consent from the surety in a form acceptable to the County regarding the project or payment may be given in lieu of waivers.

5.7 If one or more "Notice of Non-Payment" is received by the COUNTY, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the COUNTY. Upon request, CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If CONTRACTOR fails to satisfy the nonpayment, COUNTY may make payment and back charge CONTRACTOR for any and all costs associated with such payment.

5.8 Progress. If at any time during the progress of Work, CONTRACTOR'S actual progress is inadequate to meet the requirements of the Contract, COUNTY may, but is not required to, notify CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of CONTRACTOR:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;
3. Reschedule the Work in conformance with the specification requirements.

5.9 Neither such notice by COUNTY nor COUNTY'S failure to issue such notice shall relieve CONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by the Contract.

ARTICLE 6 TIME OF PERFORMANCE

6.1 Time is of the essence for each Work Order issued under this Agreement.

6.1.1 Substantial Completion

The following items, as applicable, shall be completed prior to an inspection for Substantial Completion:

1. All general construction completed and the project components shall be clean, and all systems fully functional.
2. All mechanical and electrical Work substantially complete, fixtures in place, connected, cleaned and usable.
3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
4. All painting shall be completed; all signs installed.
5. All floors, glass and metal Work shall be cleaned.
6. All finish hardware shall be installed, and all doors shall be in good Working order.
7. Project site shall be cleared of the CONTRACTOR'S excess equipment, temporary facilities, trailers, and/or building supplies. All temporary construction shall be removed, and all Sitework completed.
8. All operations and maintenance manuals for all equipment shall have been submitted.
9. Manufacturers certifications and warranties shall be delivered to COUNTY.
10. All operations and maintenance training related literature, software and back-up disks have been provided.
11. All required spare parts, materials, as well as any special measuring devices and tools shall have been provided to COUNTY.
12. All air and water balancing reports shall have been submitted.
13. All keys and blanks shall have been provided.

6.1.2 When CONTRACTOR considers the entire Work Order ready for its intended use CONTRACTOR shall notify COUNTY in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Architect/Engineer issue a certificate of Substantial Completion. Promptly thereafter, COUNTY and CONTRACTOR, and Architect/Engineer shall make an inspection of the Work to determine the status of completion. For the purpose of this Contract, and for the compliance of those procedures, duties and obligations as set forth in Section 218.70 and Section 218.735, Florida Statutes the term "Substantial Completion" is defined as that point where COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that COUNTY is able to utilize the entire Project for its intended purposes,

including but not limited to the completion of all specified systems and items relating to life, safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If COUNTY and Architect/Engineer do not consider the Work substantially complete, Architect/Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Architect/Engineer considers the Work substantially complete, Architect/Engineer will prepare and deliver to COUNTY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. If Architect/Engineer considers the Work substantially complete, then, for construction projects having an estimated cost of less than 10 million dollars:

In addition to Section 218.735, Florida Statutes, punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

- A. The intent of this section is for the COUNTY and the CONTRACTOR to cooperate to develop a Final Punchlist no later than 30 (thirty) days from the date of reaching Substantial Completion.
- B. Within 5 (five) days of Substantial Completion of the Project, the CONTRACTOR shall schedule a walkthrough with the COUNTY ("Punchlist Walkthrough"). The purpose of the Punchlist Walkthrough is to determine that the project has achieved Substantial Completion, and if so, to develop a Punchlist of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and the COUNTY during the Punchlist Walkthrough. The COUNTY shall issue the Final Punchlist within 30 (thirty) days of the Substantial Completion date.
- C. The CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Punchlist either during the Punchlist Walkthrough itself or within 25 (twenty five) days from the date of the Punchlist Walkthrough.
- D. No more than 20 (twenty) days following the issuance of the Final Punchlist, the CONTRACTOR shall again initiate and request a second walkthrough ("Final Walkthrough") of the Project with the COUNTY. The purpose of the Final Walkthrough is to identify which items on the Punchlist remain incomplete and to supplement that list as legally necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR's performance of completion of items contained on the Punchlist.
- E. The CONTRACTOR shall complete the Final Punchlist items within 30 (thirty) days of the date of its issuance by the COUNTY.
- F. In no event may the CONTRACTOR request payment of final retainage under §218.735(7)(e), Florida Statutes, until the CONTRACTOR considers the Final Punchlist to be 100% (one hundred percent) complete.
- G. The CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as: (i) the Final Punchlist is 100% (one hundred percent) complete; and (ii) the COUNTY has been able to operate or utilize the affected punchlist item for 15 (fifteen) days, whichever occurs last.
- H. The CONTRACTOR acknowledges and agrees that the COUNTY may, at their option, during performance of the Work and prior to Substantial Completion, issue lists of

identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such lists prior to Substantial Completion is to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by the COUNTY during performance of the Work.

- I. The CONTRACTOR acknowledges and agrees that in calculating 150% (one hundred fifty percent) of the amount which may be withheld by the COUNTY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by §218.735(7)(e), Florida Statutes, the COUNTY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such the Work activity, but rather total costs are based upon the cost of completing the Work activity based upon market conditions at the time of Final Punchlist completion.

6.1.3 If Substantial Completion has not been obtained at the Punchlist Walkthrough inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

6.1.4 COUNTY shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.2 Partial Utilization

A. Use by COUNTY at COUNTY'S option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which COUNTY, Architect/Engineer, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by COUNTY for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any such part of the Work which COUNTY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to COUNTY and Architect/Engineer that such part of the Work is substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and Architect/Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, COUNTY, CONTRACTOR, and Architect/Engineer shall make an inspection of that part of the Work to determine its status of completion. If Architect/Engineer does not consider that part

of the Work to be substantially complete, Architect/Engineer will notify COUNTY and CONTRACTOR in writing giving the reasons therefore.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with this Agreement regarding property insurance.

6.3 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Architect/Engineer will promptly make a final inspection with COUNTY 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.

6.4 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of Architect/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, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments and §218.70 et. seq., Fla.Stat.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to COUNTY) 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 and as approved by COUNTY, 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 COUNTY or COUNTY'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 COUNTY to indemnify COUNTY against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of Architect/Engineer's observation of the Work during construction and final inspection, and Architect/Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Architect/Engineer is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, Architect/Engineer will, within ten days after receipt of

the final Application for Payment, indicate in writing Architect/Engineer's recommendation of payment and present the Application for Payment to COUNTY for payment. At the same time Architect/Engineer will also give written notice to COUNTY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Architect/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. Upon completion of all items on the punchlist, final payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

- a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or
- b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the COUNTY may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

6.5 If Substantial Completion is not obtained at the inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

**ARTICLE 7
LIQUIDATED DAMAGES**

7.1 Milestones, milestone completion dates and applicable liquidated damages shall be in accordance with the Work Order.

7.2 If the milestones are not strictly complied with, then Liquidated damages will be assessed against the CONTRACTOR, which are agreed upon in the Work Order, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by COUNTY, and are not a penalty.

ARTICLE 8 CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR'S performance of this Contract is delayed: i) which delay is beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its subcontractors; or ii) by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Contract Time shall be extended by Change Order as determined by the COUNTY . If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, CONTRACTOR shall provide COUNTY a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

1. Nature of the delay or change in the Work;
2. Dates of commencement and cessation of the delay or change in the Work;
3. Activities on the current progress schedule affected by the delay or change in the Work;
4. Identification and demonstration that the delay or change in Work affects the critical path;
5. Identification of the source of delay or change in the Work;
6. Anticipated extent of the delay or change in the Work; and
7. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless CONTRACTOR shall have notified the COUNTY in writing within seven (7) calendar days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waive any and all claims for damages which they may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by the COUNTY , Architect, Architect/Engineer, or its agents, and waives damages which it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein being the CONTRACTOR'S sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed \$250.00 per each day of delay. Apart from extensions of time or acceleration costs approved by COUNTY and any applicable extended general conditions, no payment of claim for delay damages shall be made to the CONTRACTOR as compensation for damages for any delays or hindrances from

any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided CONTRACTOR have otherwise satisfied the requirements of this Contract, the CONTRACTOR shall be entitled to an increase in the Contract sum based upon approved general condition, insurance, and bond premium costs resulting from delays for which the Architect/Engineer has approved by Change Order. an extension of time for performance; provided, however, COUNTY shall not be required to pay such additional amounts for any days following the date on which CONTRACTOR achieves Final Completion for the appropriate portion of the Work.

ARTICLE 9 SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error or discrepancy which CONTRACTOR or any of its Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from COUNTY before proceeding with any Work affected. CONTRACTOR shall remain liable to COUNTY for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract. The COUNTY will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. CONTRACTOR'S failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

ARTICLE 10 INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Contract, or in preparation for the work and services under this Contract, or any extension, modification, or amendment thereto by change order to otherwise.

CONTRACTOR hereby agrees to indemnify and hold harmless MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, its officers and employees from liabilities, damages, lawsuits, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of the Construction Contract.

ARTICLE 11 TERMINATION

11.1 Notwithstanding any other provision of this Contract, the CONTRACTOR may be held in default of its contractual obligation under this Contract if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;
3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
4. performs Work that does not conform to Work Order requirements;
5. fails to meet the Work Order schedule or fails to make progress on the Work so as to endanger performance of the Work Order;
6. abandons or refuses to proceed with any or all Work; or
7. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents or Work Order.

11.2 The COUNTY must provide written notice to the CONTRACTOR notifying it that the COUNTY is declaring it in default and providing the CONTRACTOR with three (3) business days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the three (3) day default period, the COUNTY may:

1. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;
2. accept assignment of subcontracts pursuant to this Agreement; and
3. finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or
4. terminate the CONTRACTOR and hire a completion CONTRACTOR to finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs, including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or
5. set off any and all such completion costs against any monies then due or to become due on any other projects that the COUNTY has with CONTRACTOR.

11.3 Upon default, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the COUNTY for Convenience.

11.5 Termination by the COUNTY for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the COUNTY reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the COUNTY shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

11.6 Should the CONTRACTOR'S Contract be terminated for any reason, the CONTRACTOR shall, at no additional cost to the COUNTY, give written permission to the COUNTY to utilize all design documents necessary for the purpose of completing the Project with another CONTRACTOR.

ARTICLE 12 SUSPENSION OF WORK

The COUNTY may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the COUNTY may determine.

ARTICLE 13 CHANGES IN THE WORK

13.1 The COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work. Upon request of the COUNTY, a request for proposal will be issued to the CONTRACTOR detailing the proposed additions, deletions or revisions to the Work. The request for proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates and mark-ups. The CONTRACTOR shall complete and return the request for proposal to the COUNTY within ten (10) calendar days from receipt thereof. The request for proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The request for proposal may then be: 1) issued as a Change Order in accordance with the provisions of the Contract Documents; 2) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or 3) withdrawn.

13.2 The COUNTY may authorize minor changes or alterations in the Work not involving extra cost or time and not inconsistent with the overall intent of the Contract Documents. These

may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the COUNTY entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the changes in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the COUNTY.

13.5 The COUNTY may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

- A. in the Drawings and designs, and Specifications;
- B. in the method or manner of performance of the Work;
- C. in the COUNTY -furnished facilities, equipment, materials, services or site; or
- D. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

13.8 The value of any additional Work or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways at the sole discretion of the COUNTY:

- A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
- B. by negotiated lump sum; or
- C. cost plus. If this option is selected, COUNTY reserves the right to request any and all documentation from CONTRACTOR in support of its foregoing actual costs, and CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by CONTRACTOR's own forces, CONTRACTOR shall be entitled to a percentage mark-up for actual costs as defined in Section 1 of ten (10)

percent.

13.10 For changes in the Work performed by subcontractors, (a) the subcontractor shall be entitled to mark-up the cost of the change(s) by ten (10) percent, and (b) the CONTRACTOR shall be entitled to mark-up the subcontractor's total by five (5) percent. The foregoing shall be the maximum amount allowable for subcontractor's and CONTRACTORs actual costs as defined in Section 1.

ARTICLE 14

MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by COUNTY to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications will be acceptable regardless of COUNTY'S failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the WORK meeting applicable code requirements relieve CONTRACTOR from responsibility for the quality and securing progress of Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in COUNTY'S interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

14.3.1 The burden of proof of equality of a proposed substitution for a specified item shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the COUNTY for proposed substitute items as required by the Contract Documents.

14.3.2 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

14.3.3 CONTRACTOR shall allow an additional 15 calendar days for COUNTY'S review of substitutions. All requests for substitutions with submittal data must be made at least fifty (50) calendar days prior to the time CONTRACTOR must order, purchase or release for manufacture or fabrication. Approval of a substitution shall not relieve CONTRACTOR from responsibility

for compliance with all requirements of the Contract. CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

14.3.4 If COUNTY rejects CONTRACTOR'S substitute item on the first submittal, CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the COUNTY allocable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15 COMPLIANCE

15.1 All work, labor, materials and equipment provided under each Work order shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. CONTRACTOR must satisfy itself that the Plans, Drawings and Specifications in fact comply with all applicable codes. CONTRACTOR shall notify COUNTY prior to commencement of Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting this Project.

15.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify COUNTY in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by COUNTY as to the effect of such changes, an adjustment in the Contract Price and/or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same in writing to COUNTY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 CONTRACTOR shall deliver a product which will meet or exceed the Design Criteria package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, and/or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work, except as otherwise noted and/or clarified herein, shall be included in the Work.

ARTICLE 16 NON-DISCRIMINATION

CONTRACTOR covenants and agrees that the CONTRACTOR shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with the respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, physical handicaps (except where based on a bona fide occupational qualification) marital status, race, color, religion, national origin or ancestry.

ARTICLE 17 DEFECTIVE WORK

17.1 Rejecting Defective Work. The COUNTY shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 Correction of Defective Work. Upon presentation of a Defective Work Notice to the CONTRACTOR or CONTRACTOR'S Project Superintendent, the CONTRACTOR shall meet within twenty-four (24) hours with the COUNTY, and, at the sole option of COUNTY, the COUNTY'S representative, to discuss a work plan and time-line to correct the defective Work. The CONTRACTOR shall have no more than five (5) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the twenty four (24) hour meeting requirement, or the agreed upon correction schedule, the COUNTY has the right to do any of the following: (1) correct any Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or (2) hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the COUNTY and in compliance with the Contract Documents. The COUNTY shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18 BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the COUNTY, furnish a Public Payment Bond and a Performance Bond, and record that Bond with the Clerk of the Circuit Court's office, pursuant to Section 255.05, Florida Statutes, in at least an amount equal to the Contract Price for any Work Order valued at

\$200,000.00 or greater, covering the faithful performance of this Agreement and all CONTRACTOR'S faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its authorization to do business in the State of Florida is terminated or it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, CONTRACTOR shall within five (5) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to COUNTY . An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in Section 95.11, Florida Statutes. An action to enforce any claim against a performance bond must be brought within five years in accordance with Section 95.11, Florida Statutes, and applicable case law.

18.2 Insurance

18.2.1. Certificate of Insurance. One (1) certified true copy of the policy/policies must be furnished by CONTRACTOR to COUNTY prior to commencement of any Work Order including demolition, site work, site preparation or construction Work. The Certificate(s) of Insurance must indicate Martin County Board of County Commissioners as additional insureds on all policies. The statement "Additional Insureds" is to be listed in the Description Block of the Insurance Certificate. The indication that Martin County Board of County Commissioners is a Certificate Holder is not sufficient for this issue. The insurance certificate must indicate the Project name and all other requirements set forth in Section 18 and the sample Accord Certificate of Insurance provided.

18.2.2. General Insurance Requirements

a. CONTRACTOR and, where designated, each of its subconsultants, Professionals, and subcontractors shall obtain and maintain during the full duration of Work required under this AGREEMENT, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

b. All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the COUNTY.

c. The policy(s) shall provide for 30 Days prior written notice to the COUNTY, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

d. The policy(s) shall be written for the estimated construction Work, commencing with the initial demolition, Site Work and/or Site preparation and ending at the Final Completion date, and shall contain an endorsement providing for extension of the policy(s) for up to two (2) years. The Products and Completed Operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the COUNTY .

e. All liability policies required herein shall be written on an occurrence basis.

f. The policies shall name the COUNTY , its commissioners and staff as additional insureds as their interest may appear under this Agreement.

g. All insurers shall agree to waive all rights of subrogation against the COUNTY and each individual member of the Board of County Commissioners, Constitutional Officers or staff.

18.2.3. Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

18.2.4. Specific Insurance Limits are as follows:

a. Workers' Compensation - The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Section 440, Florida Statutes and Employers Liability of limits no less than:

\$500,000	each accident
\$500,000	disease - policy limit
\$500,000	each employee

b. Commercial General Liability - including but not limited to bodily injury, \$2,000,000 per location aggregate covering all Work performed under this Agreement. The insurance shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), COUNTY's and CONTRACTORS Protective, Products and Completed Operations.

c. Automobile Liability - including bodily injury and property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than Agreement.

d. Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than \$1,000,000.

e. Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a contract modification. However, if hazardous materials are identified while carrying out this Agreement, no further Work is to be performed in the area of the hazardous material until the COUNTY has been consulted as to the need to procure and maintain such coverage.

g. Property Insurance/Builders Risk (if applicable) – CONTRACTOR 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 COUNTY, CONTRACTOR, subcontractors, Architect/Engineer, Architect/Engineer's consultants, and the officers, directors, partners, employees, agents, and other 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 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, and such other perils or causes of loss as may be specifically required;

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 COUNTY prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Architect/Engineer;

5. allow for partial utilization of the Work by COUNTY ;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by COUNTY, CONTRACTOR, and Architect/Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

8. The COUNTY and CONTRACTOR waive all rights against each other and any of their subcontractors, agents and employees and the Architect/Engineer, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to Work, except as to proceeds of such insurance held by CONTRACTOR as fiduciary.

18.2.5 Waiver of Subrogation. CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of

Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 19

PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work Order shall be warranted and guaranteed as new quality, and of the highest grade of quality for their intended use, and all Work shall be performed in good workmanship and shall be in accordance with all plans and specifications and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, shall exhibit high quality architectural principles, and shall be in compliance with all governing laws, regulations, applicable building codes, hurricane design, and applicable Florida Building Code. CONTRACTOR warrants all Work against defects for a period of one year (unless longer guarantees or warranties are provided for elsewhere in the Contract or at law in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by CONTRACTOR or any of its subcontractors.

19.2 CONTRACTOR shall repair or replace the defective Work and cure such defect within 48 hours of receipt of written notice. CONTRACTOR warrants such repaired or replaced Work for a period of one (1) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should CONTRACTOR fail to timely cure such defects, COUNTY may proceed to performed the work at CONTRACTOR'S expense and may backcharge CONTRACTOR for all costs associated with the work.

19.3 CONTRACTOR agrees to require that all of its subcontractors, suppliers and materialmen provide warranties in their agreements at least sufficient to satisfy CONTRACTOR'S obligations in this Agreement; and CONTRACTOR shall assign all such warranties to the COUNTY as a condition precedent to the receipt of final payment. CONTRACTOR agrees to defend and indemnify COUNTY against all fees and costs should CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the COUNTY. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S warranty to the COUNTY. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2-year equipment warranty commencing at the time of acceptance of the equipment by the COUNTY.

ARTICLE 20

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the Design Phase and Construction Phase. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to COUNTY upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

20.3 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the CONTRACTOR proposes to conform the construction to the Contract Documents.

20.4 The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples and similar submittals. Design Criteria Professional shall review Shop Drawings, Product Data, Samples and similar submittals for compliance with the Design Criteria Documents and shall provide comments, if any, within fifteen (15) days of receiving such documents.

20.5 Responsibility. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by COUNTY'S approval of Shop Drawings, Product Data, Samples or similar submittals unless the CONTRACTOR has specifically informed COUNTY of such deviation at the time of the submittal and COUNTY has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by COUNTY'S approval thereof.

ARTICLE 21 SAFETY

21.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the COUNTY and Users who may be affected thereby. The CONTRACTOR shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the COUNTY for review. The COUNTY may, but shall not be obligated to, make suggestions and recommendations to the CONTRACTOR with respect thereto.

21.2 All Work, whether performed by the CONTRACTOR, its subcontractor or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended and all state, Martin County and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect; and

2. all codes, rules, regulations and requirements of the COUNTY and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall

govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the COUNTY shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The COUNTY shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 Emergencies. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22

PROTECTION OF WORK AND PROPERTY

22.1 CONTRACTOR shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the COUNTY and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the COUNTY and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. COUNTY, its insurance carriers, or representatives may, but shall not be required to, make periodic patrols of the Work site as a part of its normal safety, loss control and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the COUNTY shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Contract.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in the Contract Documents, CONTRACTOR shall contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent CONTRACTOR intends to temporarily store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, CONTRACTOR must first obtain written authorization from the COUNTY, as well as, the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the COUNTY.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the COUNTY. CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the COUNTY.

22.5 Until final acceptance of the Work by the COUNTY pursuant to this Contract, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including COUNTY -furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23 UTILITY COORDINATION

23.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of its Work, shall permit entrance of such parties on the Work site in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work. The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

23.2 At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

ARTICLE 24 HAZARDOUS MATERIALS

CONTRACTOR shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The CONTRACTOR will notify the COUNTY immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the COUNTY. CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, CONTRACTOR shall immediately notify the COUNTY and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR'S sole cost and expense.

ARTICLE 25 AUDIT

The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR'S financial books and records concerning this Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the COUNTY the amount of such reduction of payments. All required records shall be maintained until the later of an audit is completed and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the final completion certificate.

ARTICLE 26 PUBLIC RECORDS

26.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

26.1.1 Keep and maintain public records required by the County to perform the

Agreement.

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

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

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

26.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE Monterey Road, Stuart, FL 34996.

26.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

ARTICLE 27 ASSIGNMENT

27.1 CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the COUNTY and SURETIES.

27.2 If for any reason the COUNTY terminates its agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the COUNTY. CONTRACTOR shall include in each of its subcontracts language that requires its Subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Contract directly for the COUNTY.

ARTICLE 28 ATTORNEY'S FEES AND COSTS

28.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the COUNTY in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs and all expenses, even if not taxable as court costs, including, at the State Court, Appellate Court and in Bankruptcy Proceedings.

28.2 In cases other than outlined in Section 28.1, the parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

ARTICLE 29 NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONTRACTOR at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30 day prior written notice to the other party given in accordance with the provisions of this Section.

ARTICLE 30 RESOLUTION OF CLAIMS AND DISPUTES

30.1 Mediation. As a condition precedent to the filing any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator

30.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

30.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

ARTICLE 31 MISCELLANEOUS

31.1 Taxes. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

31.2 Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY'S credit or make it

a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

31.3 Remedies and Choice of Law. This Contract is to be governed by the law of the state in which the Project is located. Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in Martin County, Florida.

31.4 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

31.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY



Terry Rault
Public Works Director

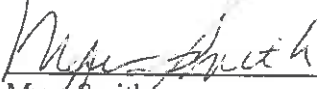
BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA



Taryn Kryzda
County Administrator

APPROVED AS TO FORM & LEGAL
SUFFICIENCY BY COUNTY ATTORNEY

MANCIL'S TRACTOR SERVICE, INC.



Myra Smith
Vice President



EXHIBIT A SCOPE OF SERVICES

Contractor shall provide all labor, materials, equipment and services necessary for countywide stormwater management facility construction & maintenance activities, miscellaneous drainage construction/maintenance projects, trailhead area construction projects, & other miscellaneous construction projects as needed.

Proposals shall be requested on a project-by-project basis, based on lowest unit prices and Contractor availability. A Purchase Order shall be issued to the selected Contractor before any work begins. Some higher level projects will require individual contract documents (i.e. construction drawings, technical specifications, etc.) for which an additional request for bids shall be issued. Items incidental to the project, but not included in the attached bid schedule, shall be allowed under this contract. Projects that exceed \$200,000 will require a Payment & Performance Bond, recorded at the Martin County Clerk of Circuit Court's Office prior to start of construction. The Contractor shall be allowed to include the actual cost of the bond in their cost proposal with no markup.

General Notes

Survey monuments: Permanent County reference points or any other survey monuments public or private damaged during prosecution of the work shall be re-established by a licensed Florida professional land surveyor at Contractor's expense prior to final payment to the Contractor.

Pay Item Notes

1. Pay items: pay items to include any costs for administrative, supervision, mobilization, maintenance of traffic, debris removal, pollution, control/abatement and other incidentals necessary for complete installation of each item. Asphalt prices to be FDOT approved design mix, plant mix, in place. These prices are for various projects located within Martin County having normal accessibility.
2. Exfiltration Trench / French Drain pay items are per Standard Plans for Road Construction Index No. 443-001 and shall include all excavation, filter fabric, #4 stone, and pipe.
3. Standard Specifications: unless otherwise specifically noted for a pay item, the governing specifications for this agreement are the latest edition of the FDOT's Standard Plans for Road and Bridge Construction (latest edition).
4. Survey monuments: Permanent county reference points or any other survey monuments public or private damaged during prosecution of the work shall be re-established by a licensed Florida professional land surveyor at Contractor's expense prior to final payment to the Contractor.
5. Pipe joints: all pipe joints shall be wrapped in filter fabric for a minimum of twenty-four (24") inches from the band or joint or bell/spigot as applicable. All pipe joints are to be inspected by County authorized inspectors prior to backfill.
6. Structures: Catch Basins / Manholes – all collars and added sections shall have peel & stick covering joints (overlapping 1' on each side).

7. **Maintenance of Traffic:** Contractor shall comply with all municipal, county, state and federal laws and regulations in the use of streets and highways for protection of work and public safety. Maintenance of Traffic shall be in accordance with the most restrictive guidelines of the FDOT Standard Plans Index (102-600 thru 102-670), formerly known as the FDOT Design Standards Index (600 series), and the Manual on Uniform Traffic Control Devices (MUTCD) (latest edition). Contractor shall supply a Maintenance of Traffic plan via submittal prior to commencement of work activity as required in section 7.2 or as requested by the Engineer.
8. **Material certifications:** submittals/Shop Drawings for all proposed materials shall be submitted and approved by the County prior to installation.
9. **Payment:** verifying contract compliance and release of liens from sub-contractors and material suppliers must be submitted prior to or with the pay request.

TECHNICAL SPECIFICATIONS

1. **Standard Specifications:** all materials and workmanship shall meet the requirements of Martin County's code of ordinances, Martin County Standard Details for Road & Site Construction and Public Facilities, the Florida Department of Environmental Protection (FDEP) requirements, the Florida Department of Transportation (FDOT) Standard Specifications for Roadway and Bridge Construction (latest edition and supplements), Florida Department of Transportation (FDOT) Design Standards (latest edition and supplements), and in accordance with these contract documents and specifications.
 - 1.1 These technical provisions are supplemental to the above specifications and standards.
 - 1.2 This project is being contracted for Martin County. Any reference to the "state" or "department" in the specifications (as Legal County) shall be replaced by "Martin County".
2. **Utility Location:** the Contractor shall notify each utility company involved at least ten (10) days prior to the start of construction to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains and services or other utilities for the convenience of the Contractor shall be paid for by the Contractor. This relocation will be completed by the utility owner, and coordinated in the weekly construction meetings. All costs of permanent utility relocations to avoid conflict shall be the responsibility of the Contractor and the utility company involved. No additional payment will be made to the Contractor for utility relocation coordination.
 - 2.1 The Contractor shall schedule his work in such a manner that he is not delayed by the utility companies relocating or supporting their utilities; the Contractor shall coordinate his activities with the utility owner(s). No compensation will be paid to the Contractor for any loss of time or delay.
 - 2.2 All existing utility lines in the project area have been shown on the plans with information provided by the utility owner. However, the Engineer does not guarantee

that all lines are shown, or that the ones indicated are in their true location. It shall be the Contractor's responsibility to identify and locate all underground or overhead utility lines or equipment affected by the project. No additional payment will be made to the Contractor because of discrepancies in actual and plan location of utilities or damages suffered as a result thereof.

- 2.3 All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The county reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or protected to prevent further damage. All repairs are to be inspected by the utility owner prior to backfilling.
- 2.4 The Contractor is required to comply with Florida Statutes Chapter 556, the underground facility damage prevention and safety act. The Sunshine State One Call Center contact numbers are 811 or (800) 432-4770.
- 2.5 Maintenance of existing utility services: the Contractor shall fully cooperate at all times with the county in order to maintain utility service with the least amount of interference and interruption possible. Public health and safety considerations shall exceed all others; the Contractor's work shall at all times be subject to revision if necessary for public health and safety conditions. The creation of a public nuisance will not be permitted.
- 2.6 The Engineer and the county reserve the right to require the Contractor to work twenty-four (24) hours per day in all cases where site conditions may result in health hazards, offensive conditions or serious inconveniences to persons served by the system.
- 2.7 Conflicts and conflict manholes/inlets: The Contractor shall abide by the following criteria concerning conflicts with other utilities.
 - 2.7.1 In no case shall there be less than 0.3 feet between any two pipe lines or between pipe lines and structures.
 - 2.7.2 The Engineer shall have full authority to direct the placement of the various pipes and structures in order to facilitate construction, expedite completion and avoid conflicts.
 - 2.7.3 Where an existing utility is to go through a conflict manhole/inlet, the manhole/inlet shall have a steel sleeve through the structure wall to protect the utility from breakage.
3. **Laboratory Sampling/Testing**: except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under these specifications shall be in accordance with the latest standards of testing of the American Society for Testing Materials or the latest standards or methods of the American Association of State Highway Transportation Officials (AASHTO).

The testing of core samples proctors, densities and materials, etc., shall be made at the expense of the Contractor. For test failures the Contractor shall furnish the required test without charge. The Contractor shall give sufficient notification of the placing of orders for materials to permit testing. All test lab scheduling is the Contractor's responsibility.

All material tests will be made by an independent, certified, Florida licensed testing laboratory to be selected by the Engineer or Martin County.

4. **As-Built Drawings**: upon completion of the work, the Contractor shall furnish to the Engineer As-Built Drawings of the project reflecting any and all changes incorporated into the work during progress of the contract. The cost for maintaining record changes, and preparation of the "As-Built Drawings" shall be included in the job specific itemized bid for "As-Built / Record Drawings".
5. **Soil Borings**: soil boring information may be available for specific projects. The Contractor, by virtue of signing the contract, acknowledges that he and his subcontractors have satisfied themselves as to the nature and extent of soil and (underground) water conditions on the project site. No additional payment will be made to the Contractor because of differences between actual conditions and those shown by boring logs, if available.
6. **Video Tape**: the Contractor is required to video tape the right-of-way prior to construction commencement. **This cost for this item is considered incidental to the project and shall be captured in the unit costs of the items in the contract.** This requirement may be waived at the Engineer's discretion.
7. **Maintenance of Traffic**
 - 7.1. General: **Standard Maintenance of Traffic (MOT) items are considered incidental to the project and the cost for MOT shall be captured in the unit costs of the items in the contract.** MOT line items may be considered for projects that require unique or extensive MOT at the Engineer's discretion.
 - 7.1.1. The Contractor shall be responsible for the proper maintenance control and detour of traffic in the area of construction during the construction. All traffic control and maintenance procedures shall be in accordance with the requirements of section 102 of the standard specifications, the drawings, and these technical provisions. It shall be the Contractor's responsibility as bidder, prior to submitting his bid, to determine the amount of work required so that his proposal reflects all costs to be incurred including clearing and grubbing, necessary fill, suitable rock base and asphaltic concrete for detour. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection of traffic and no extensions in contract time will be granted due to this maintenance of traffic item. Two lanes of traffic will be required at all times. During daylight hours, Contractor may provide one lane of traffic with approved flagmen and mot signage.
 - 7.1.2 Traffic shall be maintained at all times where practical and as more particularly

specified hereinafter. No traffic shall be detoured without prior knowledge and approval of the respective traffic control agency having jurisdiction. The Contractor shall notify such agencies seven (7) days in advance of such a time he proposes to detour traffic.

- 7.1.3 The Contractor shall keep all law enforcement, fire protection and ambulance agencies informed, in advance, of his construction schedules, and should notify all such agencies, seven (7) days in advance in the event of detour of any roadway.
- 7.1.4 All traffic control signs and devices, barricades, flashers, flambeaus and similar devices shall be furnished and maintained by the Contractor.
- 7.1.5 The Contractor shall provide the services of uniformed, off-duty police officers to supervise traffic control and maintain safety along the routes of the work or at any other area where his operation causes traffic congestion such that police supervision is required to protect the public safety and the work.
- 7.1.6 Excavated or other material stored adjacent to or partially upon a roadway pavement, shall be adequately marked for traffic and pedestrian safety at all times. Necessary access to adjacent property shall be provided at all times. The Contractor shall not block access to driveways except where same are to be removed and replaced. The Contractor shall give twenty-four (24) hours advance notice of driveway removal and replacement operations to affected residents.
- 7.1.7. In the event the Contractor must detour, he shall submit a plan (or field sketch) for approval depicting a method of providing one way operation or runaround detour route to the respective traffic agency having jurisdiction a minimal of fifteen days prior to any street closing.

7.2 **Maintenance of Traffic Plan**

- 7.2.1 The Contractor shall present Maintenance of Traffic plan via submittal to the County for approval. The maintenance of traffic plan shall be in written form supplemented by a figure depicting the proposed locations of the components of the plan. The Contractor awarded the bid shall include a minimum of one (1) full size set of plan sheets (including electronic copy / .pdf) which indicate the type and location of all signs, lights, barricades, striping, and barriers to be used for the safe passage of pedestrians and vehicular traffic through the project and for the protection of the workman. The plan will indicate conditions and setups for each phase of the Contractor's activities. Asphalt tracking (adjacent to the project) will require the replacement of permanent striping off-site (thermoplastic or paint) to be included within this bid item.
- 7.2.2. In no case may the Contractor begin work until the maintenance of traffic plan has been approved in writing by the Engineer. Modifications must also be approved in writing. Except in an emergency, no changes to the approved plan will be allowed until approval to change such plan has been received.

- 7.2.3 The cost of all such work included in the Maintenance of Traffic plan shall be included in the pay item for maintenance of traffic except where additional requirements that are clearly beyond those provided in the contract are apparent; then these will be paid as extra work.
- 7.2.4 The Contractor shall be responsible for: performing daily inspections (including weekends and holidays with some inspections at nighttime) of the installations on the project and the replacement of all equipment and devices not conforming to the approved standards during that inspection. The project personnel will be advised of the schedule of these inspections and be given the opportunity to join in the inspection as is deemed necessary.
- 7.3 **Barricades and Protection of Work:** the Contractor shall protect his work throughout its length by the erection of suitable barricades and handrails, where required. He shall further indicate this work at night by the maintenance of suitable lights or flares, especially along or across thoroughfares. Whenever it is necessary to cross a public walk, he shall provide a suitable safe walkway with hand railings. He shall also comply with all laws of ordinances covering the protection of such work and the safety measures to be employed therein. The Contractor shall carry out his work so as not to deny access to private property. All utility access manholes, valves, fire hydrants and letter boxes shall be kept accessible at all times.
8. **Storage Sites:** the Contractor shall furnish, at his expense, properly zoned areas suitable for field offices, material storage and equipment service and storage, in compliance with FDOT clear zone requirements. The Contractor shall maintain these areas in a clean, orderly condition so as not to cause a nuisance in the area. Prior to construction, the Contractor shall provide a plan outlining area to be used for storage of equipment and materials to the Engineer for approval. Prior to final acceptance of the project, the Contractor shall be responsible for land restoration of all private and public property disturbed due to these construction activities.
9. **Excess Material:** upon direction of the Engineer, all suitable or unsuitable excavation, vegetation, debris, concrete or other materials shall be disposed of in areas provided by the Contractor, and approved by the Engineer. Any excess material desired to be retained by the county shall be delivered by the Contractor to a designated area within a five (5) mile radius of the project, at no extra cost to the county. Stockpiled soil shall have appropriate erosion control measures installed the same day that the pile is generated. The stockpile perimeter controls shall be maintained throughout the project.
10. **Ownership of Existing Materials:** all materials removed, milled, or excavated from the job site shall remain the property of the county until released by the Engineer, at which time it shall become the property of the Contractor who shall dispose of it in a manner satisfactory to the Engineer.
11. **Concrete:**
- 11.1 All concrete shall be 3,000 PSI with fibermesh and a water to cement ratio no more than 0.53 lb/lb, unless otherwise noted. All pervious concrete shall contain no less than 25% voids, contain an aggregate to cement ratio no less than 3.9 (lb/lb) and a water to cement

ratio between 0.30 to 0.40 (lb/lb), unless otherwise noted.

- 11.2 Saw cut contraction joints in accordance with the FDOT Standard Specifications for Roadway and Bridge Construction, latest edition, within 12 hours of concrete placement. All saw cuts shall be $\frac{1}{4}$ thickness of concrete thickness placed. Saw cut expansion joints and expansion joints with preformed rubber joint filler at all interfaces with existing pavement or concrete surfaces in accordance with the FDOT Standard Specifications for Roadway and Bridge Construction, latest edition. All thickened edges requested for placement shall be in accordance to the attached detail – Sidewalks & Thickened Edges.
12. **Responsibility for Materials:** the Contractor shall be held responsible for any materials, equipment and work to the full amount of all payments made thereon, and he will be required to make good at his own cost any injury or damage which said material, equipment or work may sustain from any unforeseen obstructions or difficulties which may be encountered, or from any source or cause whatsoever, or from any action of the elements, before final acceptance thereof. Payment will be allowed for materials stored on-site prior to installation.
13. **Selective Clearing and Grubbing:** the Contractor shall maintain the site in a neat condition. No undesirable accumulation of debris or materials shall be allowed.
14. **Occupation of Private Land:** the Contractor shall not, without written consent from the proper parties, enter or occupy with men, tools, or materials any land outside of the rights of way or property of the county.
15. **Order and Direction of Work:** the work to be done under this contract shall be under the general inspection of the Engineer. The order of sequence shall be subject to the approval of the Engineer. At his discretion, he may from time to time direct the order in which and points at which the work shall be prosecuted; and may exercise such control over the conduct of the work at any time or place that shall be required, in his opinion, to safeguard the interest of the county. No work shall be carried on or constructed except by specific consent of the Engineer, unless in the presence of an inspector will not be estimated or paid for except when such work is authorized to be done in such a manner by the Engineer. Work done without such authority may be ordered removed and replaced at the Contractor's expense.
16. **Traffic Regulation**
 - 16.1 Description: the work to be performed under this section shall include furnishing all materials and labor necessary to regulate vehicular and pedestrian traffic in accordance with the requirements set forth as shown on the drawings.
 - 16.2 Construction in other than county right-of-way: construction within right-of-way other than county right-of-way shall be made in full compliance with all requirements of Martin County and to the satisfaction of the local governing bodies. All necessary barricades, detours, lights and other protective measures shall be provided for the protection of both pedestrian and vehicular traffic.
17. **Asphalt Batch Mix Testing Report:** the Contractor shall provide an asphalt batch mix testing report for each plant day as per FDOT.

18. **Asphaltic Concrete:** bituminous concrete mixture as per the Martin County Standards for Road & Site Construction and Public Facilities, FDOT Standard Specifications for Roadway and Bridge Construction, latest edition, and its supplements. Pay item based on the in-place quantity in square yardage to include cost of feathering into existing adjacent paved areas, including all driveways. The proposed asphalt will also be placed to the centerline of the top-of-pavement elevations as depicted on the construction plans. The Contractor shall utilize the standard rolling pattern as outlined in the latest edition of the FDOT Standard Specifications.
19. **Existing Irrigation Systems:** the Contractor shall review all public and private properties within these areas prior to beginning construction and provide owners a seven (7) day period of time to relocate landscape and irrigation materials. The Contractor will be required to repair any damaged irrigation systems due to Contractor's work. Prior to construction, the Engineer, Contractor and property owners will review the irrigation systems. The Contractor will only be allowed to work within the limits of construction. Any disturbance to vegetation or irrigation outside the limits of construction will be at the Contractor's expense.
20. **Pavement Markings:** Contractor shall place thermoplastic pavement markings as per the contract documents (edge stripes, centerline stripes and stop bars). In addition, Contractor shall install reflective pavement markings (RPMS) in accordance with section 706-001 of the FDOT Standard Specifications for Roadway and Bridge Construction, latest edition.
21. **Maintenance of Drainage & Dewatering:**
- 21.1 The Contractor shall obtain necessary permits with regulatory agencies for dewatering, and furnish and install appropriately sized well-points, manifolds, pumps, and associated appurtenances to effectively dewater the site. Cost is per linear foot of dewatered excavation trench. Modifications due to unforeseen site conditions shall be at the Contractor's expense.
- 21.2 The Contractor shall provide and maintain all necessary erosion and sedimentation control as required for the performance of the Work. The Contractor will be required to comply with the environmental and erosion controls requirements in a Storm Water Pollution Prevention Control Plan (SWPPP) prepared by the Contractor for the project. The Contractor will employ a Qualified Inspector to perform inspections of the SWPPP controls as required by the SWPPP Plan.
- 21.3 The Contractor shall maintain all mean high drainage flows to prevent flooding within and up stream of project site. All dewatering operations shall be maintained at all times, including outside of normal work operational hours.
22. **Mobilization:** The cost for mobilization and demobilization is considered incidental to the project and shall be included in the unit costs of the items in the Bid Schedule. The County will not consider a separate Mobilization line item on the project specific bids.
23. **Proposed Projects:** The following is a list of proposed neighborhood restoration projects in the next five (5) fiscal years. They are not necessarily in order of work assignment. The actual neighborhood restoration projects contained in this list will be determined by the availability of

funds. Other assignments with a value of less than \$200,000 not listed below may also be conducted under this contract. A more detailed description of these projects is available in the County's Capital Improvement Plan (CIP) as adopted annual by the County. You may find the adopted CIP on our website at www.martin.fl.us. Type CIP in the search field and click on "FY2018 Capital Improvement Plan".

Neighborhood Restoration project scope includes, but is not limited to, the replacement of drainage structures, regrading of drainage swales, pavement milling and resurfacing, signage, and replacement of sidewalk and other ancillary items within the neighborhood.

Note: The estimates below are all inclusive and include drainage improvements and roadway resurfacing. Roadway resurfacing will be performed under separate contract. The estimated costs are for department use only and are not intended as a basis for bidding.

138 th Street Improvements	\$ 250,000
Beau Rivage Neighborhood Restoration	\$ 1,060,000
Canoe Creek Neighborhood Restoration	\$ 850,000
Coral Gardens Neighborhood Restoration	\$ 1,449,000
CR-609 Outfall Culvert Replacement	\$ 500,000
Dixie Park Neighborhood Restoration	\$ 1,984,000
Harbor Estates/Linden Street Neighborhood Restoration	\$ 1,064,000
Hibiscus Park Neighborhood Restoration	\$ 1,573,500
Hobe Hills Neighborhood Restoration	\$ 1,430,000
Jensen Beach Neighborhood Restoration (Phase II)	\$ 1,696,000
Leilani Heights Neighborhood Restoration	\$ 1,492,000
Martin Meadows Neighborhood Restoration	\$ 562,000
New Monrovia/Cove Ridge Neighborhood Restoration	\$ 1,523,000
Old Palm City North Neighborhood Restoration	\$ 2,140,000
Palm Lake Park Neighborhood Restoration	\$ 1,500,000
Poinciana Gardens Neighborhood Restoration	\$ 1,379,000
Savannah Road Sidewalks & Intersection Modifications	\$ 950,000
Shell Avenue Realignment	\$ 600,000
South Fork Neighborhood Restoration	\$ 1,710,000
SPS/Manatee Business Park Restoration	\$ 1,454,000
Sunset Trail Corridor Neighborhood Restoration	\$ 730,000
SW Honey Terrace Roadway Improvements	\$ 375,000
Tropic Vista Neighborhood Restoration	\$ 1,502,000
Tropical Farms Neighborhood Restoration	\$ 1,821,000
Zeus Park Neighborhood Restoration	\$ 2,094,000

The goods and/or services listed in this bid are for the purposes of price comparison and are not intended to be all inclusive. The County may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Vendor and the County.

EXHIBIT B

RFB2018-3053
INFRASTRUCTURE CONSTRUCTION & MAINTENANCE
ADDENDUM #1

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
MATERIALS (FURNISH & INSTALL)					
1	12" x 18" Elliptical RCP	500	LF	\$ 60.00	\$ 30,000.00
2	14" x 23" Elliptical RCP	500	LF	\$ 71.00	\$ 35,500.00
3	19" x 30" Elliptical RCP	500	LF	\$ 106.00	\$ 53,000.00
4	24" x 38" Elliptical RCP	200	LF	\$ 141.00	\$ 28,200.00
5	29" x 45" Elliptical RCP	100	LF	\$ 193.00	\$ 19,300.00
6	34" x 53" Elliptical RCP	100	LF	\$ 242.00	\$ 24,200.00
7	38" x 60" Elliptical RCP	100	LF	\$ 290.00	\$ 29,000.00
8	Mitered End Section (12" x 18" Elliptical RCP)	6	EA	\$ 701.00	\$ 4,206.00
9	Mitered End Section (14" x 23" Elliptical RCP)	6	EA	\$ 814.00	\$ 4,884.00
10	Mitered End Section (19" x 30" Elliptical RCP)	6	EA	\$ 1,123.00	\$ 6,738.00
11	Mitered End Section (24" x 38" Elliptical RCP)	6	EA	\$ 1,473.00	\$ 8,838.00
12	Mitered End Section (29" x 45" Elliptical RCP)	6	EA	\$ 2,046.00	\$ 12,276.00
13	Mitered End Section (34" x 53" Elliptical RCP)	2	EA	\$ 2,610.00	\$ 5,220.00
14	Mitered End Section (38" x 60" Elliptical RCP)	2	EA	\$ 3,320.00	\$ 6,640.00
15	15" RCP	400	LF	\$ 43.00	\$ 17,200.00
16	18" RCP	400	LF	\$ 53.00	\$ 21,200.00
17	24" RCP	400	LF	\$ 78.00	\$ 31,200.00
18	30" RCP	100	LF	\$ 105.00	\$ 10,500.00
19	36" RCP	100	LF	\$ 142.00	\$ 14,200.00
20	48" RCP	100	LF	\$ 216.00	\$ 21,600.00
21	54" RCP	100	LF	\$ 278.00	\$ 27,800.00
22	60" RCP	100	LF	\$ 339.00	\$ 33,900.00
23	66" RCP	100	LF	\$ 404.00	\$ 40,400.00
24	72" RCP	100	LF	\$ 468.00	\$ 46,800.00
25	78" RCP	100	LF	\$ 737.00	\$ 73,700.00
26	84" RCP	100	LF	\$ 830.00	\$ 83,000.00
27	Mitered End Section (15" RCP)	6	EA	\$ 575.00	\$ 3,450.00
28	Mitered End Section (18" RCP)	6	EA	\$ 700.00	\$ 4,200.00
29	Mitered End Section (24" RCP)	6	EA	\$ 912.00	\$ 5,472.00
30	Mitered End Section (30" RCP)	6	EA	\$ 1,180.00	\$ 7,080.00
31	Mitered End Section (36" RCP)	6	EA	\$ 1,541.00	\$ 9,246.00
32	Mitered End Section (48" RCP)	2	EA	\$ 2,308.00	\$ 4,616.00
33	Mitered End Section (54" RCP)	2	EA	\$ 3,002.00	\$ 6,004.00
34	Mitered End Section (60" RCP)	2	EA	\$ 3,357.00	\$ 6,714.00
35	Mitered End Section (66" RCP)	2	EA	\$ 4,794.00	\$ 9,588.00
36	Mitered End Section (72" RCP)	2	EA	\$ 5,241.00	\$ 10,482.00
37	Mitered End Section (78" RCP)	2	EA	\$ 7,213.00	\$ 14,426.00
38	Mitered End Section (84" RCP)	2	EA	\$ 7,404.00	\$ 14,808.00
39	Corrugated Aluminum Pipe (CAP), 15"	200	LF	\$ 41.00	\$ 8,200.00
40	Corrugated Aluminum Pipe (CAP), 18"	200	LF	\$ 48.00	\$ 9,600.00
41	Corrugated Aluminum Pipe (CAP), 24"	200	LF	\$ 62.00	\$ 12,400.00
42	Corrugated Aluminum Pipe (CAP), 30"	200	LF	\$ 87.00	\$ 17,400.00

RFB2018-3053
INFRASTRUCTURE CONSTRUCTION & MAINTENANCE
ADDENDUM #1

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
43	Corrugated Aluminum Pipe (CAP), 36"	200	LF	\$ 102.00	\$ 20,400.00
44	Mitered End Section (15" CAP)	6	EA	\$ 391.00	\$ 2,346.00
45	Mitered End Section (18" CAP)	6	EA	\$ 440.00	\$ 2,640.00
46	Mitered End Section (24" CAP)	6	EA	\$ 517.00	\$ 3,102.00
47	Mitered End Section (30" CAP)	6	EA	\$ 617.00	\$ 3,702.00
48	Mitered End Section (36" CAP)	6	EA	\$ 501.00	\$ 3,006.00
49	15" HDPE, Perforated Pipe	50	LF	\$ 32.00	\$ 1,600.00
50	15" HDPE	200	LF	\$ 32.00	\$ 6,400.00
51	18" HDPE	200	LF	\$ 39.00	\$ 7,800.00
52	24" HDPE	100	LF	\$ 52.00	\$ 5,200.00
53	CAP Ultra Flo liner for 15" pipe	100	LF	\$ 45.00	\$ 4,500.00
54	CAP Ultra Flo liner for 18" pipe	100	LF	\$ 51.00	\$ 5,100.00
55	CAP Ultra Flo liner for 24" pipe	100	LF	\$ 64.00	\$ 6,400.00
56	CAP Ultra Flo liner for 30" pipe	100	LF	\$ 91.00	\$ 9,100.00
57	CAP Ultra Flo liner for 36" pipe	100	LF	\$ 107.00	\$ 10,700.00
58	CAP Ultra Flo liner for 42" pipe	100	LF	\$ 159.00	\$ 15,900.00
59	CAP Ultra Flo liner for 48" pipe	100	LF	\$ 180.00	\$ 18,000.00
60	CAP Ultra Flo liner for 54" pipe	100	LF	\$ 207.00	\$ 20,700.00
61	CAP Ultra Flo liner for 60" pipe	50	LF	\$ 227.00	\$ 11,350.00
62	CAP Ultra Flo liner for 66" pipe	50	LF	\$ 256.00	\$ 12,800.00
63	CAP Ultra Flo liner for 72" pipe	100	LF	\$ 282.00	\$ 28,200.00
64	CAP Ultra Flo liner for 78" pipe	50	LF	\$ 587.00	\$ 29,350.00
65	CAP Ultra Flo liner for 84" pipe	50	LF	\$ 892.00	\$ 44,600.00
66	Grout (pumped to fill void between liner and pipe)	250	CY	\$ 208.00	\$ 52,000.00
67	Cure in place liner for 15" pipe	100	LF	\$ 151.00	\$ 15,100.00
68	Cure in place liner for 18" pipe	100	LF	\$ 177.00	\$ 17,700.00
69	Cure in place liner for 24" pipe	100	LF	\$ 208.00	\$ 20,800.00
70	Cure in place liner for 30" pipe	100	LF	\$ 257.00	\$ 25,700.00
71	Cure in place liner for 36" pipe	100	LF	\$ 302.00	\$ 30,200.00
72	Cure in place liner for 42" pipe	100	LF	\$ 368.00	\$ 36,800.00
73	Cure in place liner for 48" pipe	100	LF	\$ 450.00	\$ 45,000.00
74	Cure in place liner for 54" pipe	100	LF	\$ 666.00	\$ 66,600.00
75	Cure in place liner for 60" pipe	50	LF	\$ 729.00	\$ 36,450.00
76	Cure in place liner for 66" pipe	50	LF	\$ 906.00	\$ 45,300.00
77	Cure in place liner for 72" pipe	100	LF	\$ 977.00	\$ 97,700.00
78	Cure in place liner for 78" pipe	50	LF	\$ 1,162.00	\$ 58,100.00
79	Cure in place liner for 84" pipe	50	LF	\$ 1,256.00	\$ 62,800.00
80	Manholes, P-7, <10'	2	EA	\$ 3,798.00	\$ 7,596.00
81	Yard Drain Inlet, 12" Inline Drain ADS 2712AG or Equal With 24" x 24" x 4" Concrete Collar	10	EA	\$ 1,239.00	\$ 12,390.00
82	Manhole Adjustment +/- 1.5', FDOT Standard Plans Index No. 425-001, Brick or Concrete	10	EA	\$ 1,714.00	\$ 17,140.00
83	Connect pipe to existing inlet (inlet modification)	25	EA	\$ 1,387.00	\$ 34,675.00
84	Structure Bottom Type P (4' Dia. x 6' Avg. Depth)	4	EA	\$ 2,486.00	\$ 9,944.00

RFB2018-3053
INFRASTRUCTURE CONSTRUCTION & MAINTENANCE
ADDENDUM #1

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
85	Curb Inlet (Type 1 or 3)	2	EA	\$ 5,130.00	\$ 10,260.00
86	Curb Inlet (Type 2 or 4)	2	EA	\$ 6,164.00	\$ 12,328.00
87	Type C Inlet, Average 5'-0" Depth	15	EA	\$ 2,274.00	\$ 34,110.00
88	Type E Inlet, Average 5'-0" Depth	15	EA	\$ 3,298.00	\$ 49,470.00
89	Type H Inlet, < 10', 2 & 3 Grate	15	EA	\$ 6,707.00	\$ 100,605.00
90	Type G Inlet, < 10'	15	EA	\$ 7,523.00	\$ 112,845.00
91	6' x 6' Manhole, < 10'	15	EA	\$ 5,792.00	\$ 86,880.00
92	8' x 8' Manhole, < 10'	15	EA	\$ 7,901.00	\$ 118,515.00
93	Exfiltration Trench, 15", Round, Aluminum, Perforated, Per FDOT Standard Plans Index No. 443-001	200	LF	\$ 91.00	\$ 18,200.00
94	Exfiltration Trench, 18", Round, Aluminum, Perforated, Per FDOT Standard Plans Index No. 443-001	200	LF	\$ 100.00	\$ 20,000.00
95	Exfiltration Trench, 24", Round, Aluminum, Perforated, Per FDOT Standard Plans Index No. 443-001	200	LF	\$ 135.00	\$ 27,000.00
96	#4 Stone	500	TON	\$ 47.00	\$ 23,500.00
97	#57 Stone	500	TON	\$ 44.00	\$ 22,000.00
98	Geotextile Fabric	1,500	SY	\$ 10.00	\$ 15,000.00
99	Staked Silt Fence, Type III	1,500	LF	\$ 2.00	\$ 3,000.00
100	Baled Hay or Straw	50	EA	\$ 19.00	\$ 950.00
101	Floating Turbidity Barrier	500	LF	\$ 12.00	\$ 6,000.00
102	6-12" Riprap Rubble (Up to 100 Tons)	100	TON	\$ 80.00	\$ 8,000.00
103	6-12" Riprap Rubble (101 to 200 Tons)	150	TON	\$ 77.00	\$ 11,550.00
104	12-24" Riprap Rubble (Up to 100 Tons)	100	TON	\$ 88.00	\$ 8,800.00
105	12-24" Riprap Rubble (101 to 200 Tons)	150	TON	\$ 80.00	\$ 12,000.00
106	12-24" Riprap Rubble (Greater Than 200 Tons)	300	TON	\$ 77.00	\$ 23,100.00
107	Roadway Open Cut (Per MC Standard Details R-31A & R-31B)	25	EA	\$ 5,000.00	\$ 125,000.00
108	Asphalt Milling (No Pony Miller)	500	SY	\$ 15.00	\$ 7,500.00
109	Asphalt Milling	10	DAY	\$ 8,000.00	\$ 80,000.00
110	Wellpoint Dewatering	500	LF	\$ 33.00	\$ 16,500.00
111	Bypass Pump, 4" minimum, sized based upon job	30	DAY	\$ 578.00	\$ 17,340.00
112	Remove & Dispose Of Existing Cross-Drain (24" Diameter Typ.)	500	LF	\$ 22.00	\$ 11,000.00
113	Remove & Dispose Of Existing Concrete (Headwalls, Structures, Sidewalks, Driveways, End Sections, etc.)	250	TON	\$ 21.00	\$ 5,250.00
114	Roadway Shoulder / Swale Grading	20,000	SY	\$ 2.25	\$ 45,000.00
115	Concrete End Walls (Typ. Per FDOT Standard Plans Index 430-030)	100	CY	\$ 1,468.00	\$ 146,800.00
116	Embankment / Clean Fill (F&I), Compacted In Place	1,000	CY	\$ 12.00	\$ 12,000.00
117	Regular Excavation (includes removal & disposal)	1,000	CY	\$ 12.00	\$ 12,000.00

RFB2018-3053
INFRASTRUCTURE CONSTRUCTION & MAINTENANCE
ADDENDUM #1

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
118	Bahia Sod (F&I)	5,000	SY	\$ 2.50	\$ 12,500.00
119	Floritam Sod (F&I)	4,000	SY	\$ 4.00	\$ 16,000.00
120	Hydroseed w/FDOT mix (1 acre minimum)	25	AC	\$ 2,250.00	\$ 56,250.00
121	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	200	HR	\$ 80.00	\$ 16,000.00
122	Roadway Subgrade (LBR 40)	1250	SY	\$ 3.00	\$ 3,750.00
123	Roadway Base (FDOT Optional Base Group 6)	2000	SY	\$ 14.00	\$ 28,000.00
124	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack & Compaction, (1- 1/2" Average Thickness), 550 Tons and over	550	TON	\$ 97.50	\$ 53,625.00
125	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack & Compaction, 151 to 500 Ton Assignments	250	TON	\$ 111.50	\$ 27,875.00
126	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack & Compaction, 51 to 150 Ton Assignments	150	TON	\$ 131.50	\$ 19,725.00
127	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack & Compaction, 10 to 50 Ton Assignments	400	TON	\$ 151.50	\$ 60,600.00
128	Standard Mailbox and/or Standard Traffic Control Sign (Simile Post) Removal & Replacement)	50	EA	\$ 175.00	\$ 8,750.00
129	Concrete Driveway, Fiber Reinforcement, 6" Thick	1,000	SY	\$ 46.75	\$ 46,750.00
130	Concrete Sidewalk with Fiber, 4" Thick	2,000	SY	\$ 40.15	\$ 80,300.00
131	Public Sidewalk Curb Ramps per FDOT Std Plans Index 522-002 with ADA Compliant Detectable Surface (NO Surface Mounted)	1,000	SF	\$ 38.50	\$ 38,500.00
132	Miscellaneous Concrete (Curb, Flumes, Weirs, Retaining Walls) , FDOT Class II Concrete	1,000	CY	\$ 550.00	\$ 550,000.00
133	Installation of 6" Pervious Concrete	500	SY	\$ 60.00	\$ 30,000.00
134	Installation of FDOT Type "A" Curb, By Hand	500	LF	\$ 19.00	\$ 9,500.00
135	Installation of FDOT Type "A" Curb, By Machine	500	LF	\$ 13.00	\$ 6,500.00
136	Installation of FDOT Type "B" Curb, By Hand	500	LF	\$ 19.00	\$ 9,500.00
137	Installation of FDOT Type "B" Curb, By Machine	500	LF	\$ 13.00	\$ 6,500.00
138	Installation of FDOT Type "D" Curb, By Hand	500	LF	\$ 19.50	\$ 9,750.00
139	Installation of FDOT Type "D" Curb, By Machine	500	LF	\$ 13.25	\$ 6,625.00
140	Installation of FDOT Type "E" Curb, By Hand	500	LF	\$ 20.50	\$ 10,250.00
141	Installation of FDOT Type "E" Curb, By Machine	500	LF	\$ 14.00	\$ 7,000.00
142	Installation of FDOT TvPe "F" Curb, By Hand	500	LF	\$ 20.50	\$ 10,250.00
143	Installation of FDOT TvPe "F" Curb, By Machine	500	LF	\$ 13.50	\$ 6,750.00
144	Installation of FDOT Valley Gutter, By Hand	500	LF	\$ 19.50	\$ 9,750.00
145	Installation of FDOT Valley Gutter, By Machine	500	LF	\$ 13.25	\$ 6,625.00
146	Installation of FDOT Shoulder Gutter, By Hand	500	LF	\$ 26.00	\$ 13,000.00
147	Installation of FDOT Shoulder Gutter, By Machine	500	LF	\$ 16.50	\$ 8,250.00
148	Shell Rock Parking (4" Coquina Rock Base, 4" Shell)	2,500	SY	\$ 12.50	\$ 31,250.00

RFB2018-3053
INFRASTRUCTURE CONSTRUCTION & MAINTENANCE
ADDENDUM #1

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
149	Paver Bricks (Per MC Standard Detail R-120A)	500	SY	\$ 125.00	\$ 62,500.00
150	Post & Rail Fence (Per MC Standard Detail P-60)	350	LF	\$ 16.50	\$ 5,775.00
151	Metal Rolling Cattle Guards (12' x 16')	3	EA	\$ 8,000.00	\$ 24,000.00
152	16' Metal Gate (Per MC Standard Detail P-61)	4	EA	\$ 8,140.00	\$ 32,560.00
153	6' Metal Gate, Single Arm (Per Martin County Standard Detail P-61)	4	EA	\$ 4,400.00	\$ 17,600.00
154	Guardrail, Standard W-Beam, with Timber Post, Per FDOT Standard Plans Index No. 536-001	1,500	LF	\$ 33.00	\$ 49,500.00
155	Guardrail, Standard W-Beam, with Galv. Steel Post, Per FDOT Standard Plans Index No. 536-001	500	LF	\$ 33.00	\$ 16,500.00
156	Guardrail, Standard Thrie-Beam, with Timber Post, Per FDOT Standard Plans Index No. 536-001	1,500	LF	\$ 59.40	\$ 89,100.00
157	Guardrail, Standard Thrie-Beam, with Galv. Steel Post, Per FDOT Standard Plans Index No. 536-001	1,500	LF	\$ 59.40	\$ 89,100.00
158	Guardrail, Flared End Anchorage Assembly, Per FDOT Standard Plans Index No. 536-001	10	EA	\$ 4,125.00	\$ 41,250.00
159	Guardrail, W-Beam Panel Replacement, Remove damaged panel and replace with standard 12' 6"	50	EA	\$ 68.75	\$ 3,437.50
160	Pipe Handrail - Guiderail, Aluminum, Per FDOT Standard Plans Index No. 515-070	500	LF	\$ 66.00	\$ 33,000.00
161	Handrail- Aluminum Pedestrian /Bicycle Picket Railing, Per FDOT Standard Plans Index No. 515-062	500	LF	\$ 165.00	\$ 82,500.00
162	FDOT Type A Fence, Per FDOT Standard Plans Index No. 550-001	1,000	LF	\$ 14.85	\$ 14,850.00
163	Directional Bore, 12" to < 18"	300	LF	\$ 242.00	\$ 72,600.00
164	Televise Pipe (includes camera truck and video)	3000	LF	\$ 5.00	\$ 15,000.00
EQUIPMENT & LABOR					
165	2-Man Survey Crew	100	HR	\$ 132.00	\$ 13,200.00
166	As-Builts / Record Drawings (Man hours for Field & CAD Work)	50	HR	\$ 88.00	\$ 4,400.00
167	Rubber Tire Backhoe (5/8 CY or Larger) With Operator	200	HR	\$ 80.00	\$ 16,000.00
168	Dump Truck (16 CY or Larger) With Operator	200	HR	\$ 80.00	\$ 16,000.00
169	Front End Loader (2-1/2 CY or Larger) With Operator	200	HR	\$ 90.00	\$ 18,000.00
170	Vibratory Roller, Single Drum, 5 Ton or Larger, 54" Minimum Width, With Operator	200	HR	\$ 80.00	\$ 16,000.00
171	Vactor Truck with operator	200	HR	\$ 210.00	\$ 42,000.00
TOTAL BID					\$ 4,975,579.50

CHECK TOTALS! The County is not responsible for mathematical errors.

INSTRUCTIONS

RFB2018-3053
INFRASTRUCTURE CONSTRUCTION & MAINTENANCE
ADDENDUM #1

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
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Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

MANCILS TRACTOR SERVICE
Company Name

8530 SW JAYME WAY
Street Address

PALM CITY, FL. 34990
City, State, Zip

(772) 288-0951
Telephone

MYRA SMITH
Name of Authorized Representative (Print)

VICE PRESIDENT
Title

MARK@MANCILS.COM
E-mail Address

Myra Smith
Authorized Signature



VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETINGDATE: September 27, 2018

MEETING TYPE: Regular

AGENDA ITEM TITLE: SR 710 Letter of Support

SUMMARY OF ITEM: The Martin Metropolitan Planning Organization (MPO) is working with Districts 1 and 4 of the Florida Department of Transportation (FDOT) in order to include the realignment of County Road 714 in the Project Development & Environment (PD&E) Study for SR 710. This will ensure that the realignment of SR 714 is included in the work program (FDOT Funding). The realignment project is important as it straightens out a portion of the roadway that currently has a sharp and dangerous turn.

The Florida Department of Transportation, District One PD&E Study for SR 710 extends approximately 200 feet into Martin County. The extension into Martin County is to address logical end for the project. FDOT District One is currently finalizing the PD&E Study that began in Fiscal Year 2008.

Joy Puerta, Planner with the Martin County Metropolitan Planning Organization will be attendance to provide a brief overview of the project.

RECOMMENDATION: Staff recommends that the Village of Indiantown support the SR 710 project and authorize the Mayor to sign a Letter of Support to the Martin Metropolitan Organization.

PREPARED BY: Bonnie C. Landry, AICP

DATE: 9/20/2018

REVIEWED BY: Teresa Lamar-Sarno

DATE: 9/20/2018

APPROVED BY:

DATE:

ATTACHMENTS:

Description

SR 710 Letter of Support

MPO Presentation SR710



Village of Indiantown, FL
16550 SW Warfield Blvd.
Indiantown, FL. 34956

September 27, 2018

Beth Beltran, MPO Administrator
Martin Metropolitan Planning Organization
3481 SE Willoughby Blvd., Suite 101
Stuart, FL 34994

Re: FDOT Project - SR 710 from Sherman Wood Ranches to CR 714

Dear Mrs. Beltran:

Please accept this letter that demonstrates the Village of Indiantown's support of the Florida Department of Transportation (FDOT) project to realign County Road 714. We agree that this project should be a coordinated effort with FDOT Districts 1 and 4 collaborating to have the realignment of CR 714 and the State Road 710 project designed and constructed as one project.

Sincerely,

Susan Gibbs Thomas, Mayor
Village of Indiantown



SR 710 PD&E Study

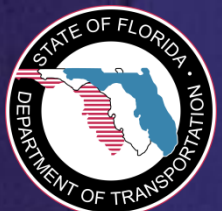
**from US 441 to SW Martin Highway
in Okeechobee & Martin Counties**



Amended by Martin MPO 9/20/18

**MARTIN
MPO**

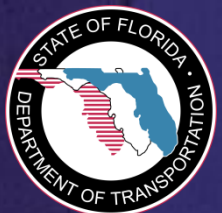
FM# 419344





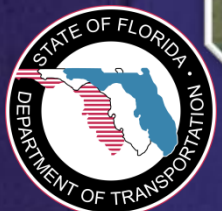
Presentation Outline

- Study Area and Study Segments
 - Proposed Alternatives
- Schedule
- Requested Action
- Questions



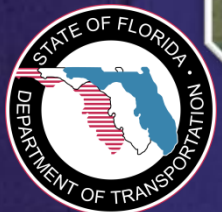


Study Area and Segments





Segment 4

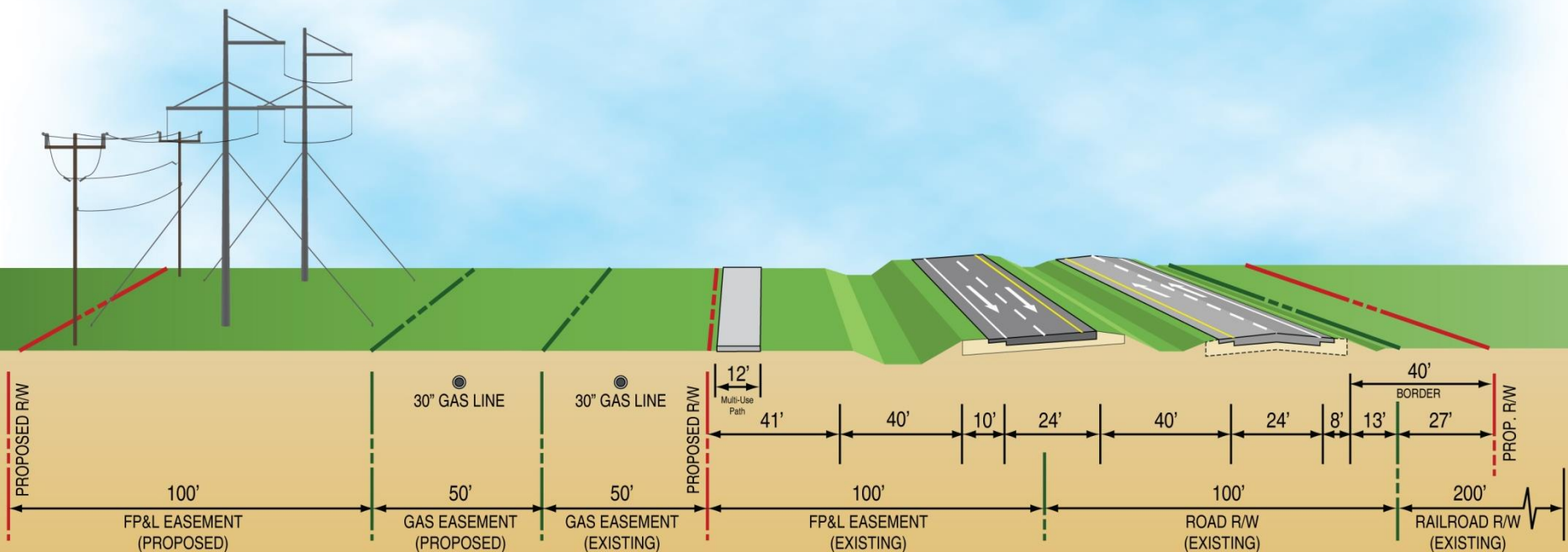




Segment 4 Typical Section

Alternative 4B Rural Roadway

65 mph Design Speed

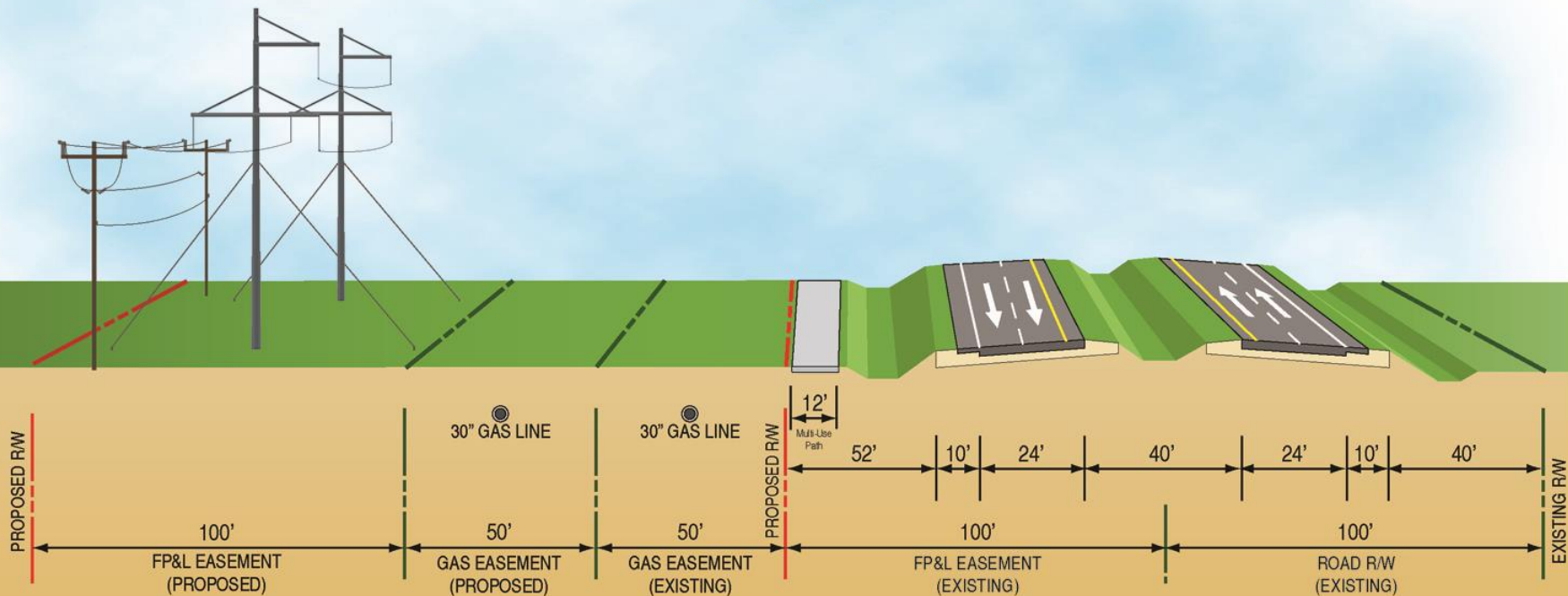




Segment 4 Alt. Typical Section

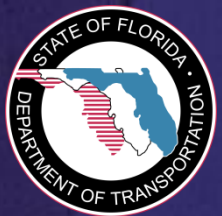
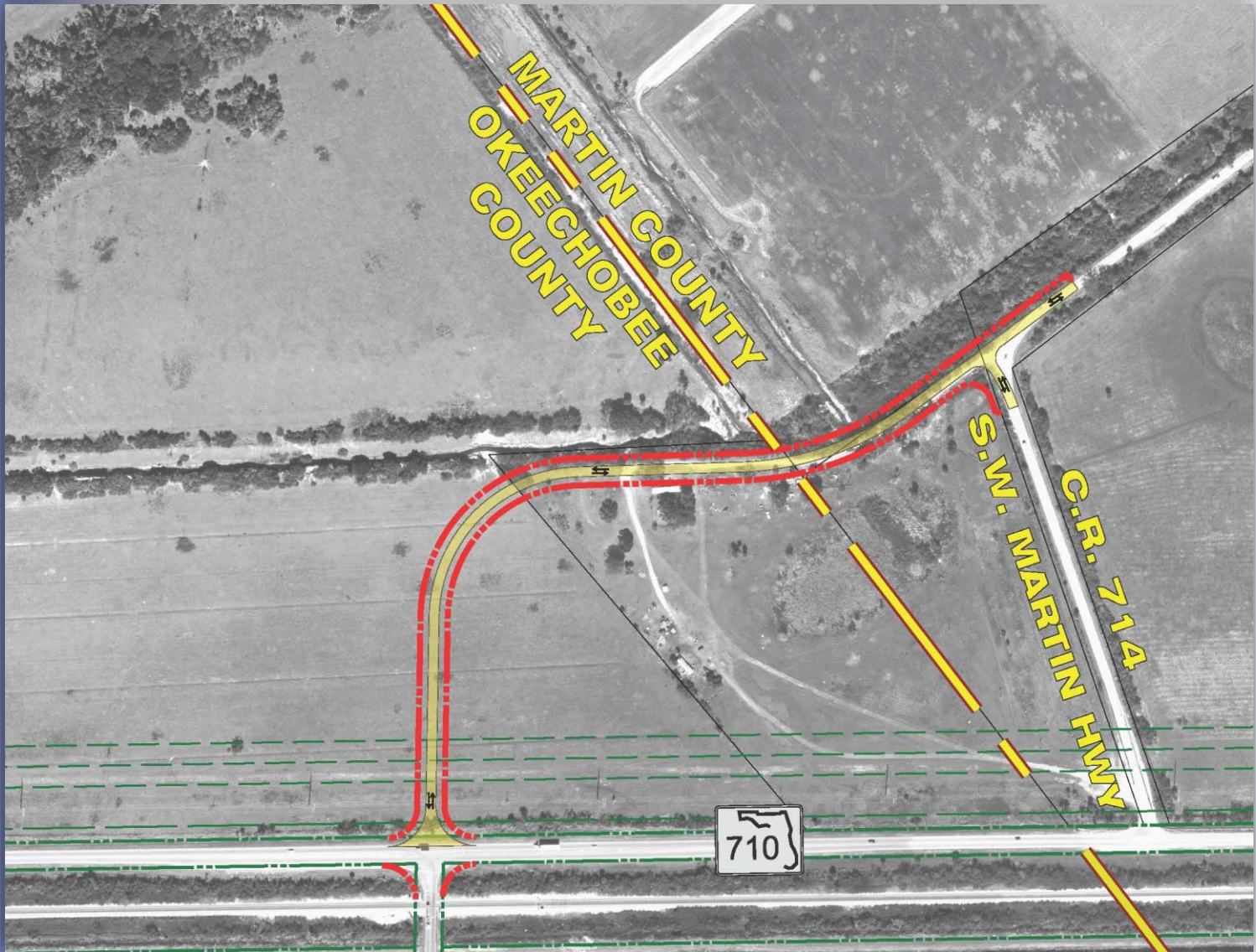
Alternative 4C Rural Roadway

65 mph Design Speed



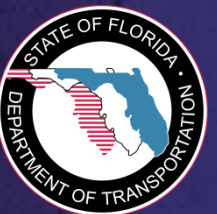
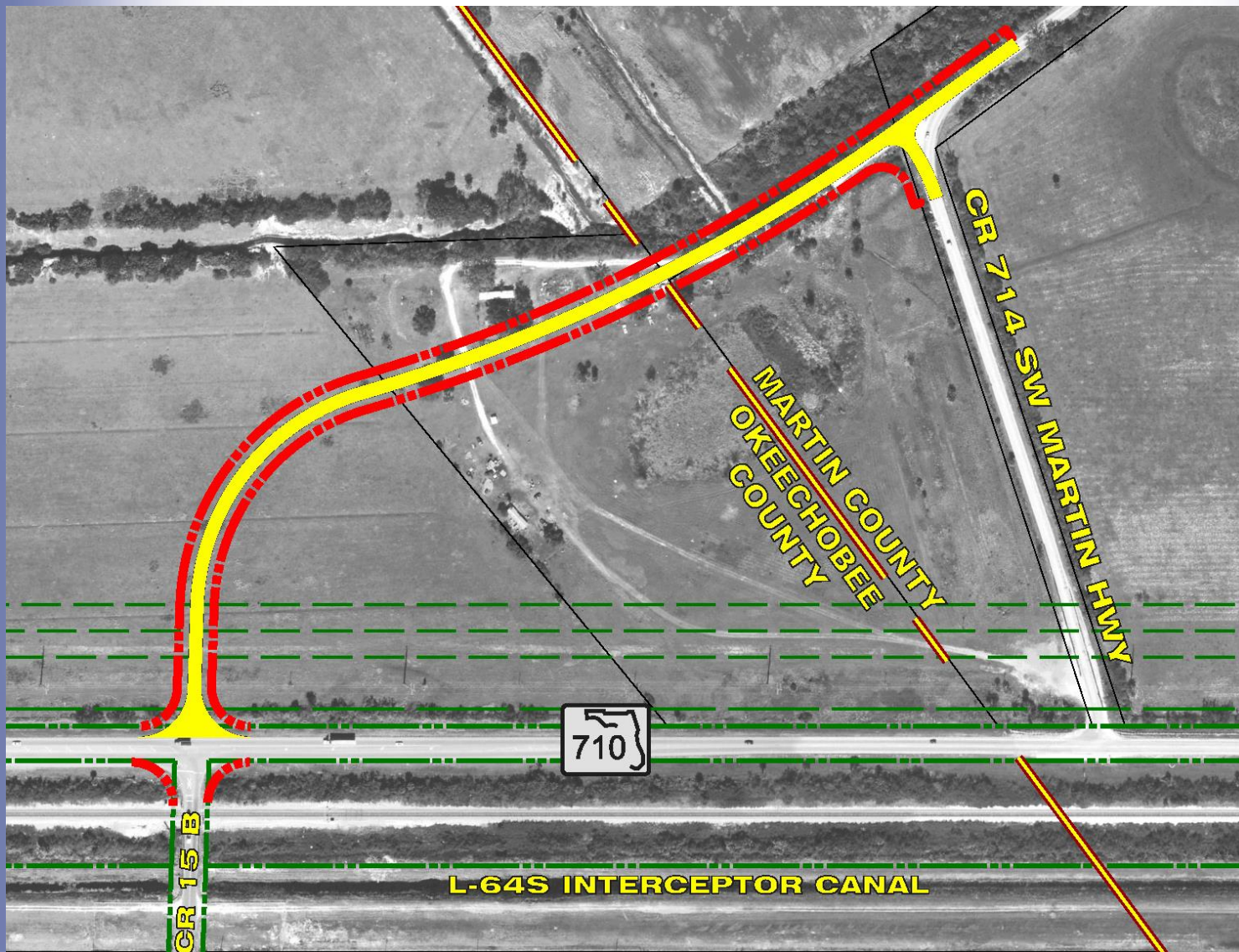


Realignment of CR 714 – Alt A







Realignment of CR 714 – Alt B





C.R. 714 Realignment Alternatives Evaluation Matrix

From U.S. 441 to S.W. Martin Highway in
Okeechobee and Martin Counties

	No Build	C.R. 714 Realignment	
		Alternative A	Alternative B
			
Relocations			
Residences	0	0	0
Businesses	0	0	0
FP&L Transmission Line	0	0	0
Natural, Environmental & Physical Impacts			
T & E Species Impacts	None	Low	Low
Potential Contamination Sites	None	None	None
Wetlands (Ac)	0	0	0
Noise Impacts	None	None	None
Social & Neighborhood Impacts	None	Low	Low
Estimated Costs in Millions (Present Day Costs)			
Design	No Cost	\$211,500	\$193,500
Road Right of Way	No Cost	\$366,100	\$357,100
Pond Right of Way	No Cost	\$0	\$0
Major Utility Relocation	No Cost	\$0	\$0
Wetland Mitigation	No Cost	\$0	\$0
T & E Species Mitigation	No Cost	\$0	\$0
Roadway Construction	No Cost	\$2,115,000	\$1,935,000
CEI (15% of Construction)	No Cost	\$317,250	\$290,250
Total Cost	No Cost	\$3,010,000	\$2,776,000

 - Proposed Alternative

Costs in this matrix are present day costs as of January 2010

CR 714 Realignment Matrix Evaluation

Advantages:

- Does not bifurcate the large parcel of land

Disadvantages:

- Slightly higher estimated cost





Project Schedule

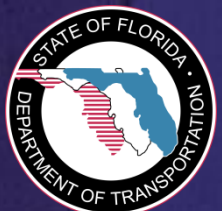
- Public hearing was held originally on January 30, 2013
- FHWA approval Summer 2013
- Public hearing re-opened on August 30, 2018 to discuss Segment 1 & 2





Project Funding

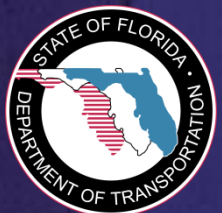
- Design was funded for the segment from US 441 to the L-63N Canal in FY 2012
- Funding for RW acquisition for the segment from US 441 to the L-63N Canal is proposed in FY 2016
- FDOT's Adopted 5-Year Work Program does not include funding for design or RW acquisition for the remainder of the project or construction of any portion of State Road 710 from US 441 to CR 714





Requested TIP Amendment

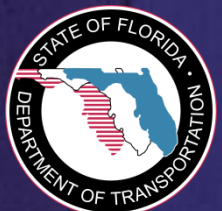
- Since there is no financial participation on this project by FDOT District 4, no other action is needed beyond the inclusion of the following text in the Martin MPO TIP:





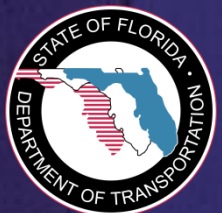
Requested TIP Amendment

The Florida Department of Transportation, District One PD&E Study for SR 710 extends approximately 200 feet into Martin County. The extension into Martin County is to address logical termini for the project. FDOT District One is currently finalizing the PD&E Study that began in Fiscal Year 2008. Currently, no other phases are programmed in the Department's Five Year Work Program for this segment of SR 710.





Questions



**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: September 27, 2018

MEETING TYPE:

AGENDA ITEM TITLE: Consider appointment of an alternate member to serve on the Treasure Coast
Council of Local Governments.

SUMMARY OF ITEM:

RECOMMENDATION: Consider appointment of an alternate member.

PREPARED BY: Cherie White DATE: 9/17/2018

REVIEWED BY: Wade Vose, Village Attorney DATE: 9/20/2018

APPROVED BY: DATE:

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: September 27, 2018

MEETING TYPE:

AGENDA ITEM TITLE: RESOLUTION No. 047-2018 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH MARTIN COUNTY FOR THE PROVISION OF FIRE RESCUE SERVICES AND PARKS AND RECREATION FACILITIES AND SERVICES AND THE TRANSFER OF ROAD RIGHTS-OF-WAY AND STORMWATER FACILITIES TO THE VILLAGE; APPROVING A ROADWAY TRANSFER AGREEMENT WITH MARTIN COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUMMARY OF ITEM: This agenda item authorizes an interlocal agreement to set forth the rights and responsibilities concerning the implementation and the levy of a certain taxes needed to provide services identical to those previously provided by the County's Fire-Rescue and Parks and Recreation MSTUs; and to provide for a methodology and authorization to transfer the Road rights-of-way and Stormwater facilities from the County to the Village.

This agenda item also authorizes a Road Transfer Agreement to effectuate the transfer of designated road rights-of-way.

RECOMMENDATION: Approve Res. 047-2018 Approving Interlocal Agreement with Martin County for Fire Rescue, and Parks services, transfer of roads and stormwater systems, and related Road Transfer Agreement

PREPARED BY: Wade Vose, Village Attorney

DATE: 9/20/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

ATTACHMENTS:

Description

Res 47-2018 Interlocal Agreement

Interlocal Agreement with Martin County for Fire Rescue, and Parks services, transfer of roads and stormwater systems

Road Transfer Agreement



RESOLUTION No. 047-2018

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH MARTIN COUNTY FOR THE PROVISION OF FIRE RESCUE SERVICES AND PARKS AND RECREATION FACILITIES AND SERVICES AND THE TRANSFER OF ROAD RIGHTS-OF-WAY AND STORMWATER FACILITIES TO THE VILLAGE; APPROVING A ROADWAY TRANSFER AGREEMENT WITH MARTIN COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is incumbent upon the Village and the County to enter into an agreement to set forth the rights and responsibilities concerning the implementation and the levy of a certain taxes needed to provide services identical to those previously provided by the County's Fire-Rescue and Parks and Recreation MSTUs; and to provide for a methodology and authorization to transfer the Road rights-of-way and Stormwater facilities from the County to the Village, all as provided by law; and

WHEREAS, the Village desires, both now and in the future, to assume the liability for maintenance of the local public road rights-of-way from the County pursuant to Section 335.0415(3), Florida Statutes and the County desires, both now and in the future, to retain the liability for maintenance of the non-state collector and arterial road rights-of-way listed herein.

NOW, THEREFORE BE IT RESOLVED, by the Village Council of the Village of Indiantown, Florida, as follows:

SECTION 1. INTERLOCAL AGREEMENT APPROVED. The Interlocal Agreement with Martin County for the Provision of Fire Rescue Services and Parks and Recreation Facilities and Services and the Transfer of Road Rights-of-Way and Stormwater Facilities to the Village of Indiantown, a copy of which is attached, is hereby approved, and the Mayor is hereby authorized to execute the same.

SECTION 2. ROAD TRANSFER AGREEMENT APPROVED. The Road Transfer Agreement with Martin County, a copy of which is attached, is hereby approved, and the Mayor is hereby authorized to execute the same.

SECTION 3. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption.

RES. 047-2018 Approving Interlocal Agreement with Martin County for Fire Rescue, and Parks services, transfer of roads and stormwater systems, and related Road Transfer Agreement

Council Member _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNANDEZ, COUNCIL MEMBER				

ADOPTED this ____ day of _____, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:

WADE C. VOSE
VILLAGE ATTORNEY

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) made and entered into this ____ day of September, 2018, by and between the **Village of Indiantown**, a municipal corporation chartered under the laws of the State of Florida, (hereinafter referred to as the “Village”) and **Martin County**, a political subdivision of the State of Florida, (hereinafter referred to as the “County”).

WITNESSETH:

WHEREAS, The Village of Indiantown was created by Chap. 195-2017, Laws of Florida, and duly approved by public referendum on November 8, 2017, for incorporation beginning December 31, 2017; and

WHEREAS, Martin County participated in, and fully supported, the transition on March 21, 2018, between the Board of County Commissioners, and the inaugural Village Council, as governing body for the Village; and

WHEREAS, the transition includes determinations by the parties herein regarding the various Municipal Service Taxing Units (MSTUs), and concomitant services provided by the County; and

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to the Florida Interlocal Cooperation Act of 1969, the County and the Village have the power and authority to enter into an interlocal agreement for the purposes of delineating policies, procedures, and actions with respect to the provision of fire-rescue and parks and recreation services, and the transfer of rights-of-way and stormwater facilities, within the Village’s corporate limits; and

WHEREAS, pursuant to the requirement of Section 125.01(1)(q), Florida Statutes, and the procedures of Section 166.041, Florida Statutes, the Village has already adopted Ordinance No. 001 (2018) consenting to the inclusion of all of the Village in the Fire-Rescue Municipal Services Benefit Unit (MSBU) for the purposes described therein for the term of the special assessment.

NOW, THEREFORE, the parties hereto hereby agree as follows:

- 1.0 **Recitals.** The recitals above are true and correct and hereby incorporated into and made a part hereof.
- 2.0 **Authority.** The authority to enter into this Agreement is pursuant to Chapter 163, Florida Statutes.

3.0 **General Purpose.** The Village and the County are entering into this Interlocal Agreement to set forth the rights and responsibilities concerning the implementation and the levy of a certain taxes needed to provide services identical to those previously provided by the County's Fire-Rescue and Parks and Recreation MSTUs; and to provide for a methodology and authorization to transfer the Road rights-of-way and Stormwater facilities from the County to the Village, all as provided by law.

4.0 **Fire-Rescue Services.**

4.1 At the request of the Village, the County commits to provide within the Village, the same fire-rescue services it provides elsewhere throughout the County, for the fiscal year beginning October 1, 2018.

4.2 The Village agrees to pay to the County an amount equal to the funds that would have been generated by the County Fire-Rescue MSTU within the territorial boundaries of the Village if such MSTU were to continue within the Village.

4.3 The Village shall pay such funds to the County in the months of January, April, July, and September, beginning in January, 2019. The January, April and July payments shall be estimated amounts based on one-fourth of the Martin County Property Appraiser's estimates for the generation of tax revenues based on the County's MSTU tax rate for Fire-Rescue services, if such MSTU were to be effective within the Village. The September payment shall be a "true up" (over or under) payment including those funds collected by the Village from the Martin County Tax Collector.

5.0 **Parks and Recreation Facilities and Services.**

5.1 At the request of the Village, the County commits to provide within the Village, the same parks and recreation facilities and services it provides elsewhere throughout the County, for the fiscal year beginning October 1, 2018.

5.2 The Village agrees to pay to the County an amount equal to the funds that would have been generated by the County Parks and Recreation MSTU within the territorial boundaries of the Village if such MSTU were to continue within the Village.

5.3 The Village shall pay such funds to the County in the months of January, April, July, and September, beginning in January, 2019. The January, April and July payments shall be estimated amounts based on one-fourth of the Martin County Property Appraiser's estimates for the generation of tax revenues based on the County's MSTU tax rate for Parks and Recreation services, if such MSTU were to be effective within the Village. The September payment shall be a "true up" (over or under) payment including those funds collected by the Village from the Martin County Tax Collector.

6.0 **Road Rights-of-way.**

6.1 At the request of the Village, the County commits to transfer to the Village certain county road rights-of-way within the Village, as set forth in and pursuant to the Roadway Transfer Agreement attached hereto as Exhibit "A".

6.2 The transfer of ownership of the electrical accounts established for the streetlights within the territorial boundaries of the Village shall be completed by the County as soon as practical after October 1, 2018. It is the intent of the parties that the transfer of all maintenance responsibility of the road rights-of-way shall be effective on October 1, 2018, notwithstanding the later actual transfers of ownership of the electrical accounts.

7.0 **Stormwater Facilities.**

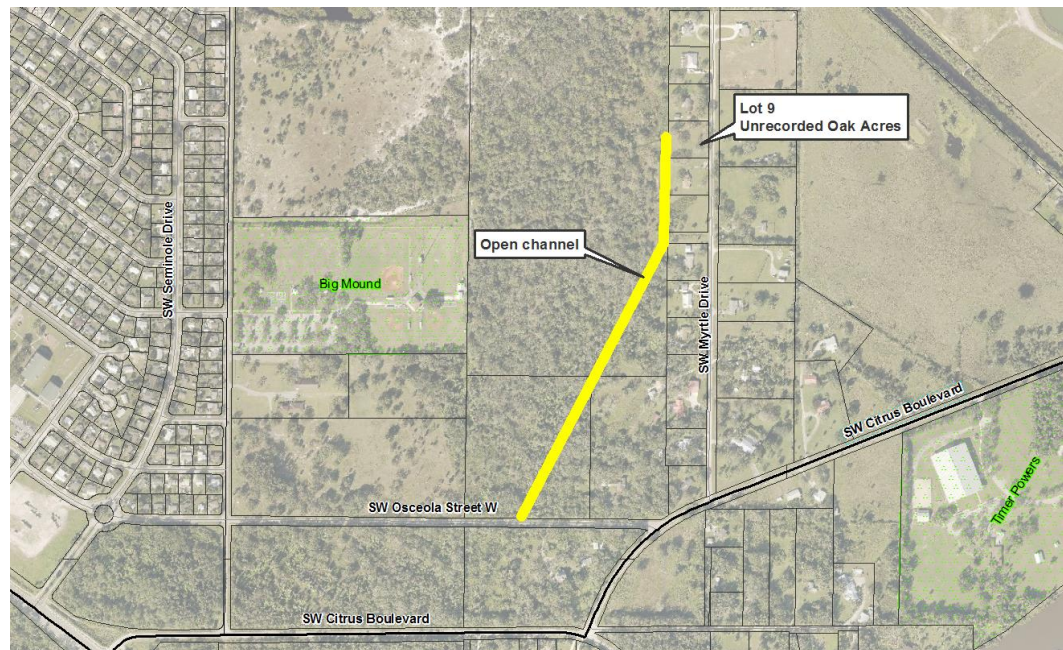
7.1 At the request of the Village, the County commits to transfer to the Village ownership of and maintenance obligations for those stormwater facilities lying within the right-of-way transferred pursuant to Exhibit “A”, as well as those stormwater facilities currently maintained by the County within the Village that are outside the right-of-way transferred pursuant to Exhibit “A”, such facilities being more particularly described as:

7.1.1 an open channel that lies within the undedicated drainage easements along the north and west sides of Lot 4 and the west side of Lot 12 in the plat of “Palm Oak Estates”, as recorded in Plat Book 7, Page 5, of the public records of Martin County, Florida;

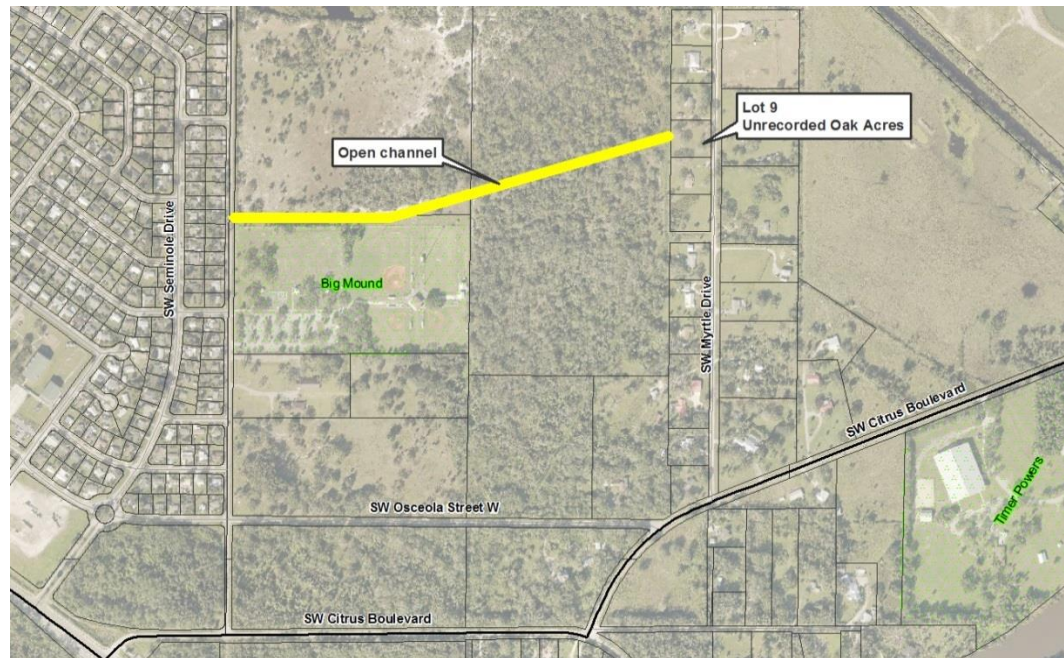
7.1.2 an open channel that lies within an undedicated easement along the south side of Lots 9 and 18 in the plat of “Fernwood Forrest”, as recorded in Plat Book 4, Page 22, of the public records of Martin County, Florida;

7.1.3 an open channel that runs through the County’s drainage easement recorded in Official Record Book 963, Page 899 of the public records of Martin County, Florida;

7.1.4 an open channel that runs from the north side of SW Osceola Street through Lot 2 of “Indeeco Inc. Minor Plat No. 1”, as recorded in Plat Book 6, Page 36, of the public records of Martin County, Florida, to the west side of Lot 9 in the unrecorded plat of Oak Acres, as shown below;



7.1.5 an open channel that runs from west of Lot 9 in the unrecorded plat of Oak Acres to the east side of SW Indian Mound Drive along the north side of Big Mound Park, as shown below;



7.1.6 an open channel that runs through the County’s drainage easement recorded in Official Record Book 49, Page 116 of the public records of Martin County, Florida, locally known as the Rowland Canal;

7.1.7 a culverted system that lies within a drainage easement along the southeast sides of Lots 1, 2, 3, 4, 34, 35, and 36 in the plat of “New Hope Community”, as recorded in Plat Book 9, Page 10, of the public records of Martin County, Florida; and

7.1.8 the drainage system that lies within County’s Tracts “A”, “B”, “D”, “E”, and “F” of the plat of “Carter Park”, as recorded in Plat Book 12, Page 17 of the public records of Martin County, Florida.

7.2 The transfer of the County’s interests in the easements and Tracts described above shall be completed by the County as soon as practical after October 1, 2018. It is the intent of the parties that the transfer of all maintenance responsibility of the stormwater management facilities shall be effective on October 1, 2018, notwithstanding the later actual transfers and recordation of easements and deeds in the Official Records of Martin County, Florida.

8.0 **Term and Termination.**

8.1 This Agreement shall remain in effect for the year beginning October 1, 2018, and indefinitely thereafter, subject to termination pursuant to this section. This Agreement may be terminated by either party by delivering to the other party written notice thereof prior to May 1 of a given calendar year, whereupon the Agreement will thereby terminate

on September 30th at 11:59 PM of that year. The Agreement may be otherwise terminated in a manner agreed by the parties in writing.

8.2 The parties further agree that Section 4 of this Agreement shall be co-terminus with the effective date of any revocation of consent by the Village given under Village Ordinance No. 001 (2018), and thereafter, this Agreement shall continue in effect as if Section 4 of this Agreement was not contained herein.

8.3 Any transfers by deed, bill of sale, easement, transfer agreement, or other appropriate instrument, which have already occurred, shall not be disturbed by a termination of this Agreement.

9.0 **Dispute Resolution.** Disputes under this Agreement may be resolved by the County's Authorized Representatives and the Village's Authorized Representatives. Notwithstanding the provisions of Chapter 164, Florida Statutes, the parties agree that if such Authorized Representatives are unable to reach a resolution and the parties agree that the issue is of sufficient merit, the parties shall first select a mutually acceptable mediator to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for the mediator's fees and costs in equal amounts.

10.0 **Amendment.** This Agreement may only be amended by a written document signed by both parties and filed with the Clerk of the Circuit Court of Martin County, Florida.

11.0 **Notices.** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and as elected by the person giving such notice, hand delivered by messenger or courier service, telecommunicated (email or fax), or mailed by certified mail (postage prepaid), return receipt requested, addressed to :

As to Martin County:

With a copy to:

Martin County Administrator
2401 SE Monterey Road
Stuart, FL 34996

Martin County Attorney
2401 SE Monterey Road
Stuart, FL 34996

As to the Village of Indiantown:

With a copy to:

Village Manager
Village of Indiantown
PO Box 398
16550 SW Warfield Blvd.
Indiantown, FL 34956-0398

Village Attorney
Village of Indiantown
PO Box 398
16550 SW Warfield Blvd.
Indiantown, FL 34956-0398

or such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered: (a) on the date delivered, or on the day telecommunicated, or on the date upon which the return receipt is signed, or delivery refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

- 12.0 **Filing.** This Agreement shall be filed by Martin County with the Clerk of the Circuit Court of Martin County, Florida.
- 13.0 **Assignment.** Neither party shall assign this Agreement to any other person or entity without first obtaining the non-assigning party's written approval.
- 14.0 **General.** This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the dates stated below.

DATED: _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

Edward V. Ciampi, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

DATED: _____

ATTEST:

**VILLAGE COUNCIL
VILLAGE OF INDIANTOWN, FLORIDA**

Cheryl White, Clerk

Susan Gibbs Thomas, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Wade C. Vose, Village Attorney

**ROADWAY TRANSFER AGREEMENT
LOCAL PUBLIC ROAD RIGHTS-OF-WAY IN THE VILLAGE OF INDIANTOWN**

This Roadway Transfer Agreement (AGREEMENT) dated this _____ day of _____, 2018, is made between Martin County, a political subdivision of the State of Florida (COUNTY), and the Village of Indiantown, a municipal corporation of the State of Florida (VILLAGE), to provide for the orderly transfer of the local road rights-of-way.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the VILLAGE was created and established effective December 31, 2017; and

WHEREAS, the Florida Department of Transportation has jurisdiction and liability for maintenance of all improvements and appurtenances within the SR-710 (SW Warfield Boulevard) right-of-way; and

WHEREAS, private entities have historically had jurisdiction and liability for maintenance of the improvements and appurtenances within the local private road rights-of-way in the newly incorporated VILLAGE boundary; and

WHEREAS, the COUNTY has historically had jurisdiction and liability for maintenance of the improvements and appurtenances within all non-state, public road rights-of-way in the newly incorporated VILLAGE boundary; and

WHEREAS, Section 125.0101, Florida Statutes, authorizes counties and municipalities to contract with each other for provision of road maintenance and other services; and

WHEREAS, the VILLAGE desires, both now and in the future, to assume the liability for maintenance of the local public road rights-of-way from the COUNTY pursuant to Section 335.0415(3), Florida Statutes and the COUNTY desires, both now and in the future, to retain the liability for maintenance of the non-state collector and arterial road rights-of-way listed herein; and

WHEREAS, the VILLAGE and the COUNTY recognize the jurisdictional and fiscal value of transferring said local public road rights-of-way; and

WHEREAS, the parties agree this AGREEMENT shall be effective unless and until set aside by the respective parties.

NOW, THEREFORE, the VILLAGE and the COUNTY, in consideration of the terms and conditions set forth herein and the mutual benefits, promises, and considerations hereinafter set forth, agree as follows:

SECTION 1. TRANSFER OF JURISDICTION

This AGREEMENT transfers the jurisdiction of the local public road rights-of-way from the COUNTY to the VILLAGE for all present and future purposes, including dedication, fee simple interest (if any), liability, maintenance, utility easements, law enforcement and emergency services jurisdiction.

Section 163.01(17), Florida Statutes, states in relevant part, that "in any agreement entered into... any public agency... may, in its discretion, grant, sell, donate, dedicate, lease or otherwise convey, title, easements or use rights in real property, including tax-reverted real property, title to which is in such public agency ... to any other public agency... Any public agency... is authorized to grant such interests in real property or use rights without consideration when in its discretion it is determined to be in the public interest. Real property and interests in real property granted or conveyed to such public agency... shall be for the public purposes contemplated in the interlocal agreement ..." and

Section 335.0415(3), Florida Statutes, states "Public roads may be transferred between jurisdictions only by mutual agreement of the affected governmental entities."

SECTION 2. ROADS AND STORMWATER INFRASTRUCTURE TO BE TRANSFERRED

The COUNTY, by means of this AGREEMENT, does hereby grant, transfer and convey to the VILLAGE all of its right, title, interest in, jurisdiction over, and liability for maintenance of, all public road rights-of-way within the VILLAGE boundary, the improvements thereon and appurtenances thereto (including, but not limited to, the roadbed, curbs, sidewalks, bike paths, traffic control signs, traffic signals, warning flashers, drainage structures and culverts, streetlights, landscape, railroad crossings, and other enhancements within the rights-of-way) except as to the following:

these collectors and arterials:

- SW Allapattah Road (CR-609);
- SW Citrus Boulevard;
- SW Farm Road;
- SW Fox Brown Road;
- SW Silver Fox Lane;
- SW Warfield Boulevard (SR-710);
- and

these privately maintained local road rights-of-way or easements:

- FP&L Access Road;
- SW 146th Court;
- SW American Street (east of SW Indian Mound Drive);
- SW Andalucia Court;
- SW Commerce Park Drive;
- SW Divot Drive;
- SW Four Woods Way;
- SW Five Wood Way;
- SW Golf Club Drive;
- SW Impact Drive;
- SW Indian Mound Drive (north of SW American Street);
- SW Indianwood Circle;
- SW Indianwood Drive;

- SW Lincoln Street (west of New Hope Community);
- SW Minute Maid Road;
- SW Myrtle Drive;
- SW Putter Drive;
- SW Rake Drive;
- SW Sand Wedge Drive;
- SW Sonora Terrace;
- SW Three Woods Way; and
- SW Two Woods Way.

SECTION 3. TERMINATION

This AGREEMENT shall not terminate without the express written consent of the COUNTY and the VILLAGE.

SECTION 4. AMENDMENTS

The terms of the AGREEMENT shall not be amended, supplemented, waived, or changed without the written approval of the parties.

SECTION 5. LIABILITY AND INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the VILLAGE against any actions, claims for damages arising out of COUNTY's negligence in connection with the AGREEMENT, and the VILLAGE shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of the VILLAGE's negligence in connection with the AGREEMENT. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions, or a consent to be sued by third parties.

SECTION 6. FILING

This AGREEMENT shall be filed in the Official Records of the Martin County Clerk of the Circuit Court; said filing shall be the responsibility of the VILLAGE.

SECTION 7. ENFORCEMENT COSTS

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this AGREEMENT shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this AGREEMENT.

SECTION 8. NOTICE

All notices required to be given under this AGREEMENT shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the Village:

Village Manager

Village of Indiantown

16550 SW Warfield Boulevard

As to the County:

County Administrator

Martin County

2401 SE Monterey Road

SECTION 9. REMEDIES

This AGREEMENT shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this AGREEMENT shall be held in Martin County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this AGREEMENT is intended to, and shall not be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT.

SECTION 10. CONFLICT RESOLUTION

Any dispute or conflict between the parties that arises from the provision of services under this AGREEMENT shall be presented in writing to the representatives of the parties. The representatives shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict.

SECTION 11. JOINT PREPARATION

The preparation of this AGREEMENT has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

SECTION 12. CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

SECTION 13. SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this AGREEMENT and the same shall remain in full force and effect.

SECTION 14. ENTIRETY OF AGREEMENT

This AGREEMENT represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this AGREEMENT. This AGREEMENT shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

SECTION 15. SURVIVABILITY

Any provision of this AGREEMENT which is of a continuing nature, or which by its language or nature imposes an obligation that extends beyond the term of this AGREEMENT, shall survive the expiration or earlier termination of this AGREEMENT.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, do hereby execute this Agreement on the date first written above.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

Edward V. Ciampi, Chairman

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

Sarah W. Woods, County Attorney

ATTEST:

**VILLAGE COUNCIL
VILLAGE OF INDIANTOWN, FLORIDA**

Cheryl White, Village Clerk

Susan Gibbs Thomas, Mayor

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

Wade C. Vose, Village Attorney

VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETINGDATE: September 27, 2018

MEETING TYPE: Regular Council Meeting

AGENDA ITEM TITLE: (Cont from 9/13/18) Indiantown Community Trust Fund Selection Committee Recommendations

SUMMARY OF ITEM: In July of 1991 Martin County Board of County Commissioners entered into a planned unit development (PUD) agreement for the development of the Indiantown Cogeneration Project. A condition of the PUD agreement required the establishment of the Indiantown Community Trust Fund with the interest from the trust fund used for projects which benefit the Indiantown community and have a general synergy with the Indiantown Cogeneration Project. Martin County and Indiantown Cogeneration, L.P. then entered into a separate agreement that further defined the County as the trustee of the trust fund, and detailed the operating parameters of the trust.

According to the PUD condition and the trust fund agreement, the trust was established at the time of preliminary development plan approval. At the issuance of the first building permit the Indiantown Cogeneration L.P. presented Martin County with the check for one million dollars for deposit into the trust fund account. The trust fund has been accruing interest since October 21, 1992.

On August 23rd, 2018 the Village Council adopted the application and description for the ICTF program.

The committee consists of two members from Indiantown Cogeneration, L.P., one Council Member, and four members from the Indiantown community. At least one of the four community members must be from Booker Park and one of the four must be from Indianwood.

Indiantown Cogeneration has confirmed they have two members able to participate. The Village Manager will recommend four members of the public meeting the criteria. The Council will need to select one Council Member for the committee.

Village Manager had confirmed the following committee members"

Linda Nycum (Indianwood)
Vernestine Palmer (Booker Park)
Olga Avellaneda
Cerissa Thompson
2 representatives from the Cogeneration Plant

RECOMMENDATION: Accept Village Manager recommendation for Indiantown Community Trust Fund Selection Committee and select a Council Member to participate in said committee.

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 9/5/2018

REVIEWED BY: Wade Vose, Village Attorney

DATE: 9/6/2018

APPROVED BY: Teresa Lamar-Sarno, Village Manager

DATE: 9/20/2018

ATTACHMENTS:

Description

ICTF Description

ICTF Application

INDIANTOWN COMMUNITY TRUST FUND
ASSISTANCE PROGRAM FUNDING INFORMATION

October 2018

INDIANTOWN COMMUNITY TRUST FUND FUNDING INFORMATION ASSISTANCE PROGRAM

I. Introduction.

In July of 1991 Martin County Board of County Commissioners entered into a planned unit development (PUD) agreement for the development of the Indiantown Cogeneration Project. A condition of the PUD agreement required the establishment of the Indiantown Community Trust Fund with the interest from the trust fund used for projects which benefit the Indiantown community and have a general synergy with the Indiantown Cogeneration Project. Martin County and Indiantown Cogeneration, L.P. then entered into a separate agreement that further defined the County as the trustee of the trust fund and detailed the operating parameters of the trust.

According to the PUD condition and the trust fund agreement, the trust was established at the time of preliminary development plan approval. At the issuance of the first building permit the Indiantown Cogeneration L.P. presented Martin County with the check for one million dollars for deposit into the trust fund account. The trust fund has been accruing interest since October 21, 1992.

On May 24, 2018 with the Village Council adopt Resolution 23-2018 accepting the transfer of, the Indiantown Community Trust Fund to the Village to administer and distribute funds.

The PUD condition and the separate Indiantown Community Trust agreement specified the creation of a Special Advisory committee. The committee reviews applications for proposed projects and makes recommendations for funding for the projects from the accrued interest of the trust fund subject to final approval by the Village Council. The committee must annually prepare a prioritized list of proposed projects to be funded by the income of the trust fund.

The committee consists of two members from Indiantown Cogeneration, L.P., one Council Member, and four members from the Indiantown community. At least one of the four community members must be from Booker Park and one of the four must be from Indianwood.

II. Procedures for Applying for Assistance from the Indiantown Community Trust Fund.

A. Eligibility.

Applicants may be private non-profits, for profit entities, community associations or governmental entities.

B. Amount of Funding Available.

Projects may be funded from the interest. Approximately \$10,000 will be available for the 2019 fiscal year but will be limited for this round of applications.

C. Availability of Applications.

Application for funding must be made on the attached application form. Applications are available at the following locations:

Elisabeth Lahti Library, 15200 SW Adams Avenue and Indiantown Chamber of Commerce, 15935 SW Warfield Blvd. in Indiantown, Florida; at the Village Offices locate at 65550 SW Warfield Blvd. open Thursdays and Fridays 9:00 AM-5:00 PM. The application and instructions can also be found on the web site under “Documents” at www.indiantown.org

Applications will be taken once per year.

D. Submittal of Applications.

All applications are due on Friday, October 26th. Applications must be received by 4:30 PM on the due date.

Three copies of the application must be submitted. One must contain original signatures.

Applications must be submitted to the Village Office located at 65550 SW Warfield Blvd., Indiantown, FL open Thursdays and Fridays 9:00 AM-5:00 PM.

Applications can be emailed to the Village Clerk at cwhite@indiantown.org.

Proposals received after the deadline will be ineligible for funding.

III. General Provisions.

A. Criteria for Awards.

The trust income shall be used solely for projects benefiting Indiantown. Trust funds may not be used for capital facilities projects ordinarily funded by Village of Indiantown or for any contribution to the Florida Power and Light Company Educational/Vocational Training Program. The availability of funding is dependent upon the amount of interest that has accrued to the trust fund during the previous County fiscal year.

B. Public Notice and Advertisement of Availability of Funds.

The availability of the Trust Fund Assistance Program will be advertised in a newspaper of general circulation. The advertisement will state the nature of the program and solicit proposals.

C. Selection of Fund Recipients.

The Indiantown Community Trust Fund Special Advisory Committee will review all applications received by the application deadline. The Committee will rank all proposed projects and prepare a prioritized list of projects for funding from the accrued interest of the trust fund. The committee may include on its list of prioritized projects a recommendation to set aside funds to accumulate funds over several years for a project that will require an expenditure of funds greater than one year's interest amount. The committee shall submit the list to the Village Council (trustee).

The Village Council will review the prioritized list and choose project(s) to receive funding. Any project(s) selected by the Village Council must be on the prioritized list. No later than ninety (90) days from the receipt of the prioritized list, the Council must notify the Committee of the project(s) to be funded. The Village Council may reject all the proposed projects on the list submitted by the committee. If the Village Council does not utilize all the available funding in one year, the Village shall make its best effort to use the accumulated funds the following year.

Applicants who do not receive an award will be notified regarding the reasons for the denial and will be allowed an opportunity to reapply during the next funding cycle.

D. Non-discrimination Policy.

Village of Indiantown, its agents, contractors, and subgrantees, whether municipality, non-profit organization or for-profit entity shall not deny assistance to or exclude from participation any person or entity based on race, creed, religion, color, age, sex, family status, national origin or handicap.

E. Contractual Requirements for Recipients.

Applicants who receive an award (subgrantees) will be notified regarding the contractual procedures to be followed. The Village and the subgrantee will enter into a grant agreement for the proposed funding. The individual agreement will be subject to Council approval.

All agents, contractors and subgrantees of the Village Council receiving interest from the Indiantown Community Trust Fund must comply with the Indiantown Community Trust Fund agreement between the Indiantown Cogeneration, L.P. and Martin County. The Village Council will include language in each contract and subcontract to contractually commit each agent, contractor and subgrantee to compliance.

F. Provision for Revenues Interest.

Revenues accruing from the funds must be retained in the Trust Fund for further use according to stated purposes of fund, unless Village Council grants use of the funds in accordance with the requirements of this program.

G. Administrative Provisions.

If, at any time, the applicant (contractor or subgrantee) is unable to comply with any provision of this program, the Village Council shall be notified immediately for guidance, direction and assistance, if necessary.

**APPLICATION FOR PROJECT FUNDING
FROM
THE INDIANTOWN COMMUNITY TRUST FUND
2018**

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND
SECTION I**

ADMINISTRATIVE INFORMATION

1. APPLICANT:

Organization: _____

Name
(Executive Director or President): _____

Address: _____

E-mail: _____

Telephone: _____

Fax No.: _____

Tax Exempt No.: _____
(if applicable)

2. CONTACT (if different from above)

Name _____

Title: _____

Telephone: _____

E-mail: _____

3. CHIEF FINANCIAL OFFICER (if different from above)

Name: _____

Address: _____

E-mail _____

Telephone: _____

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND
SECTION II**

PROJECT IDENTIFICATION

This section must describe the specific project proposed for funding. Describe how the proposed project will benefit the Indiantown community.

Start below (use continuation pages if necessary).

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND
SECTION III**

BUDGET SUMMARY

Requested Village Funding

\$ _____

Other Funding (if any)

\$ _____

In-kind (if any)

\$ _____

Total Project

\$ _____

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND
SECTION IV**

**PROJECT BUDGET SCHEDULE
(LINE ITEM BUDGET)**

This section must specifically identify how funds will be allocated (i.e., benefits, rent, utilities, office supplies, etc.). Can this project proceed as designed if the full amount of funding requested from the Indiantown Community Trust Fund (ICTF) is not available? Can the project proceed with a reduced scope if only partial funding of the amount requested from the ICTF is available?

NOTE: Funding is in the form of reimbursement for funds spent during the term of the contract and for costs directly related to the project described in your application.

Start below (use continuation pages if necessary).

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND
SECTION V**

ORGANIZATIONAL

Describe the organization and attach a copy of pertinent documents, including a certified resolution by the Applicant's Board of Directors authorizing submission of the grant applicant and receipt of grant funds if awarded.

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND
SECTION VI
STATEMENT OF ASSURANCES**

As a part of the application and as a part of acceptance and use of Village funds, the applicant shall:

1. Possess legal authority to apply for the assistance, that the application has been approved by the applicant's governing body, including all assurance contained herein.
2. Utilize Indiantown Community Trust funds, to benefit the Indiantown community.
3. Submit copies of executed grant contracts when match funds are requested. In addition, advises the Village and provides copies of each amendment to grant agreements.
4. Agrees it possesses the sound fiscal control and fund accounting procedures necessary to assure the proper disbursement of an accounting for Village funds.
5. Permit and cooperate with Village, County, State and Federal investigations designed to evaluate compliance with the law.
6. Attest that the application and its various sections, including budget data are true and correct. Information contained in this application accurately reflects the activities of this agency and that the expenditures or portions thereof for which Village funds are being requested are not reimbursed by any other source.
10. Provide an organizational chart of the Board of Directors and Administrators, including their names and offices or position held, as part of the application.
11. The application will become an Exhibit to the Agreement between the Council and the applicant.

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND**

AGENCY AUTHORIZED OFFICIAL:

NAME: _____
(Type Name)

TITLE: _____
(Type Title)

SIGNATURE: _____

DATE: _____

STATE OF FLORIDA
VILLAGE OF INDIANTOWN

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ on behalf of the corporation. He or she is personally known to me or has produced _____.

NOTARY PUBLIC

Name:
State of Florida at Large

My Commission Expires:

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: September 27, 2018

MEETING TYPE: Regular Agenda

AGENDA ITEM TITLE: Village Council Travel Reimbursement Policy

SUMMARY OF ITEM: The Village Council has expressed a desire to determine the appropriate travel reimbursement policy for Council Members. From time to time, Council Members may attend training sessions, workshops, conferences and meetings that are pertinent to Village business. Typically these are educational opportunities for the Village Council to learn from other municipalities or represent the Village of Indiantown.

The Village budget has a limited travel budget which not only applies to the Council but also Village staff.

In order to be transparent and equitable, it is recommended that any proposed Council Member travel requests shall be an agenda item, a month prior to travel dates, for Council consideration.

Staff will prepare the item along with budgetary impact and the Council will make the final determination on the travel request from the Council Member.

RECOMMENDATION: Approve staff recommendation regarding Council Member travel be prepared

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 9/21/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: September 27, 2018

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: (Cont from 9/13/18) ORDINANCE NO. 009 (2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROHIBITING CERTAIN NUISANCES, INCLUDING OVERGROWTH OF LOTS, AND UNSANITARY CONDITIONS, AND PROVIDING ALTERNATIVE ENFORCEMENT PROCEDURES FOR THE VILLAGE OF INDIANTOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY OF ITEM: This item starts to give the code enforcement officer(s) the ordinances they need to charge violations of common problem issues in any municipality. It provides for nuisances to become violations of the village code. As you read through this ordinance you will see the most common types of violations in the community.

RECOMMENDATION: Approve Ordinance No 009 (2018) on Second Reading.

PREPARED BY: P. Nicoletti DATE: 8/2/2018

REVIEWED BY: P. Nicoletti DATE: 8/2/2018

APPROVED BY: Teresa Lamar-Sarno DATE: 9/7/2018

ATTACHMENTS:

Description

Ord. 009 (2018) Lot Clean & Nuisances



VILLAGE OF INDIANTOWN, FLORIDA

ORDINANCE NO. 009 (2018)

AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROHIBITING CERTAIN NUISANCES, INCLUDING OVERGROWTH OF LOTS, AND UNSANITARY CONDITIONS, AND PROVIDING ALTERNATIVE ENFORCEMENT PROCEDURES FOR THE VILLAGE OF INDIANTOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Village Council of the Village of Indiantown has determined that as it establishes a village code of ordinances, it is prudent and appropriate to provide an for the prohibition of certain nuisances and to provide for a means of enforcement of those codes.

BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA:

SECTION 1. LOT CLEANING AND NUISANCES. The following provisions are hereby adopted as part of the Village Code of Ordinances.

Chapter 20. ENVIRONMENT

ARTICLE I. - IN GENERAL

Secs. 20-1—20-18. - Reserved.

ARTICLE II. - LOT CLEANING AND NUISANCES

Sec. 20-19. - Responsibility of village manager.

The village manager shall cause all real property in the village to be inspected to determine the condition thereof and whether the same is clean, sanitary and free from nuisances, overgrowth, trash, and solid waste.

Sec. 20-20. - General sanitation of property; nuisances.

(a) This article shall be applicable to all persons having a legal or beneficial ownership of, or having possession, or overseeing, or occupying, any real property located in the village, as an owner, mortgagee, tenant, occupant or otherwise, whether vacant or occupied, improved or unimproved.

(b) No owner or lessee of any real property within the village shall allow it to become unclean, unsanitary, or overgrown with grass and weeds, or allow rubbish or other noxious or unhealthy material to accumulate thereon.

(c) Nuisances as described in this article are prohibited.

Nuisance means any of the following conditions:

(1) Any "public nuisance" or "attractive nuisance" known at common law or in equity jurisprudence.

(2) An "attractive nuisance" is one which may prove detrimental to children or others, whether in a building, on the premises of a building, or upon an unoccupied lot including but not limited to an abandoned well shaft, swimming pools, dismantled or wrecked vehicles or parts thereof, basements, excavations, abandoned refrigerators, a structurally unsound fence or other structure, and lumber, trash, debris or vegetation.

(3) Whatever is dangerous to human life or is detrimental to health as determined by the proper environmental authority.

(4) The overcrowding of a room or building with occupants.

(5) Insufficient ventilation or illumination in a room or building.

(6) Inadequate or unsanitary sewage or plumbing facilities.

(7) Inadequate or unsafe electrical wires, appliances, or fixtures.

(7) An unclean premise, which has excessive dirt, standing water, grease, soil, accumulation of paper, cardboard, building materials, which is unsafe or unsanitary as determined by the proper code authority.

(8) Any substance that renders air, food, or drink unwholesome or detrimental to the health of

human beings or animals as determined by the proper code authority.

(9) Any place or premises used on more than two occasions within the past 12 months as the site of the unlawful sale or delivery of controlled substances.

(10) Any condition that causes appreciable harm or material detriment to the property values of surrounding properties.

(11) Any condition likely to harbor rats, snakes, vermin, or other animals or insects, the existence of which may cause a hazard to human health.

(12) Unsecured openings including but not limited to broken windows and doors in a structure which invites entry by unauthorized persons.

Sec. 20-21. - Duty to keep property mowed.

The owners, custodians, agents, lessees or occupants of real property within the village shall not permit the grass, weeds, flora or underbrush thereon to exceed a height of eight (8") inches above the grade of the land, including any elevated and depressed areas. All such materials shall be cut and maintained to a height of eight inches or less and cuttings shall be either removed from the property or mulched. All such materials shall be cut and removed or mulched within ten calendar days of notice to do so issued by the village as provided in this article.

Sec. 20-22. - Duty to keep land free from trash and other solid waste.

(a) All lands in the village shall be kept free from any kind of trash and other solid waste, including specifically, but without limitation, any broken tree limbs, leaves or branches, and uncontained garbage or refuse or any other type of material which might conceal pools of water, create breeding grounds for mosquitoes, or which might be otherwise detrimental to the health or safety of the inhabitants of the village. The existence of any such trash or filth is declared to be a public nuisance.

(b) The owners, custodians, agents, lessees or occupants of real property within the village shall not permit the accumulation thereon of dead and dying trees and limbs; overgrown grass and other flora; rubbish, trash and other refuse, including discarded appliances, furniture, tools, machinery, equipment, metal goods or other solid waste.

Sec. 20-23. - Nuisance abatement; notice.

If any property is kept or maintained in a condition in violation of this article, the village manager shall cause a notice to be hand delivered or sent by certified mail to the record owner as shown by the latest tax roll promulgated by the county property appraiser, notifying such owner and any occupants of the necessity of abating a nuisance, and the nature and extent of the work to be done. Such notice shall be in substantially the following form:

VILLAGE OF INDIANTOWN, FLORIDA
ORDINANCE NO. 009 (2018)
LOT CLEANING AND NUISANCES; JUNKED, WRECKED AND ABANDONED VEHICLES

NOTICE TO ABATE NUISANCE

DATE:	
ADDRESSEE:	
STREET ADDRESS:	
PROPERTY DESCRIPTION:	
As the owner of record of the above described property, you are hereby notified that the village manager of Indiantown, Florida, by or through an affidavit of an enforcement officer filed on the _____ day of _____, 20 _____, has determined that a nuisance exists upon such property, caused by:	
_____ Weeds, grass or underbrush over 8 inches in height.	
_____ Accumulation of trash, yard waste, or outdoor storage (except on construction sites).	
_____ Inoperable or abandoned property, including motor vehicles.	
_____ Standing water with no treatment.	
_____ Rats or other vermin observed, to wit: _____	
_____ Other Nuisance: _____	
You are hereby notified that you must abate this nuisance within ten days of receipt of this notice. If you fail to do so, the village manager will have it done, and all costs thereof will be levied as an assessment against your property.	
You may appeal the decision of the village manager that the property constitutes a nuisance to the village magistrate within ten days of receipt of this notice. To appeal, you must notify the village clerk of your appeal in writing. The appeal will be scheduled before the village magistrate as soon thereafter as practicable.	
	Village Manager, Village of Indiantown, Florida

Sec. 20-24. - Village to abate if owner fails.

If the property owner has not caused the nuisance as described in the notice issued under section 20-23 to be abated within ten (10) days from the date of the giving of notice as aforesaid, the village shall forthwith abate the same and may, through its employees, agents or contractors, enter upon the property and take such steps as are reasonably required to effect abatement.

Sec. 20-25. - Lien resolution.

Unless within the ten-day-notice period the owner causes the nuisance to be abated or files an appeal to the village magistrate in the manner provided in this article, the village manager shall cause the nuisance to be abated by the village. The employees, agents, or contractors of the village shall enter upon the property and take such steps as are reasonably required to effect abatement. Thereafter, the village manager shall report the cost of abatement to the village council and the village council shall, by resolution, provide that the cost to the village of

abatement, including an administrative charge as currently established or as hereafter adopted by resolution of the village council from time to time in **appendix A** to this Code shall constitute a lien against the property on which the nuisance was abated of equal dignity with taxes for the year in which such expenditure was incurred. Notice of the amount of the assessment to be levied shall be given to the property owner by mail not less than ten days prior to the date of adoption of the resolution. The owner shall be advised of the date, time and place at which the resolution will be considered by the village council and of the opportunity to be heard by the village council regarding the amount to be assessed. The resolution shall describe the land on which the nuisance was abated, show the cost of abatement, and specify the administrative fee. The date of adoption of the resolution shall be the date of the levy of the assessment. Assessments shall be due on the date of levy and shall become delinquent 30 days thereafter.

Sec. 20-26. - Appeal to village magistrate.

- (a) Within ten days from the notice provided in section 20-23, the owner of the property described in such notice may appeal the decision of the village manager by filing in the office of the village clerk a notice of appeal.
- (b) The village manager shall place the appeal on the next magistrate docket for hearing, and notify the owner by mail of the date, time, and place of such hearing.
- (c) At such hearing, the owner may introduce any relevant evidence to show why the determination that a nuisance exists should be reversed or modified. The village manager may introduce any relevant evidence in support of a finding of nuisance.
- (d) At the conclusion of the hearing, the village magistrate shall render a decision to reverse, or modify the findings of the village manager, or affirming such findings and directing that the nuisance be abated within a specific time, and providing the cost of such abatement, including any applicable administrative fees, which may be assessed as a lien against the property in the manner provided in section 20-25.
- (e) Should the property owner fail to do so, the village manager shall cause the nuisance to be abated and shall present the costs of doing so to the village council, as provided in section 20-25. The costs of abatement incurred by the village shall thereafter be assessed as a lien against the property as provided in such section.

Sec. 20-27. - When liens effective; priority.

A lien imposed pursuant to this article shall be effective against the real property upon which it has been levied at the time of adoption of the resolution. Such liens may be recorded in the public records of the county, and shall be superior to all other liens imposed, except liens for taxes, paving, and other special assessment liens imposed by the village.

Sec. 20-28. - Enforcement of assessments.

Assessments resulting from the procedure set forth in this article, together with interests, costs, and a reasonable attorney's fee, may be enforced by the village as in the manner provided in Chap. 173, Florida Statutes, for the foreclosure of municipal tax and special assessment liens or foreclosed in the same manner in which mortgage liens are foreclosed. Proceedings to foreclose

VILLAGE OF INDIANTOWN, FLORIDA
ORDINANCE NO. 009 (2018)
LOT CLEANING AND NUISANCES; JUNKED, WRECKED AND ABANDONED VEHICLES

these liens may be initiated at any time within 20 years of levy.

Sec. 20-29. - Recording of resolution assessing liens; notice to owner.

A resolution assessing a lien under section 20-25 shall be filed in the office of the village clerk. The village clerk shall mail a copy of such resolution to the owner for each of the parcels of land described in the resolution at the last available address for such owner. As soon as possible after an assessment has become delinquent, the village clerk shall record a certified copy of the resolution assessing a lien in the public records of the county.

Sec. 20-30. - Payment of assessments; accumulation of interest.

Upon passage of the resolution provided for in section 20-25, the assessment of costs under such resolution shall become effective as a lien against the property described in such resolution and shall remain a legal, valid, and binding lien against such property until paid. Such assessment shall be payable at once upon adoption of the resolution and shall draw interest from that date at the rate of 12 percent per annum until fully paid.

Secs. 20-31—20-48. - Reserved.

ARTICLE III. - JUNKED, WRECKED, ABANDONED PROPERTY

Sec. 20-49. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned property means any tangible personal property, including a motor vehicle, watercraft, or equipment, located on public or private property either in a wrecked, inoperative, or partially dismantled condition and which has no apparent value to its owner or which is found under such circumstances as warrant a reasonable inference that its owner has disposed of same. Vessels determined to be derelict by the Florida Fish and Wildlife Conservation Council in accordance with the provisions of F.S. § 823.11 shall not be included in this definition.

Antique motor vehicle means any motor vehicle of 30 years or more which is registered with the state pursuant to F.S. § 320.086.

Inoperable and/or abandoned watercraft means any boat, vessel or other watercraft designed for use as a conveyance on water, regardless of location outdoors:

(a) If a valid and current registration or license decal, required by federal or state law, is not affixed thereto more than 30 days after expiration; or

(b) When any watercraft is wrecked, sunk, dismantled, or incapable of operation on water.

(c) This definition shall not include any watercraft that is fully enclosed in a structure, or under active repair or restoration.

Inoperable motor vehicle means a motor vehicle upon which a valid and current motor vehicle

license tag is not affixed. This definition shall not include any motor vehicle located on private property which is owned or leased by an active automobile dealer, new or used, or any ancient or antique vehicle which is registered with the state pursuant to F.S. § 320.086.

Motor vehicle means a vehicle or conveyance which is self-propelled or designed to be pulled or towed by a self-propelled vehicle and designed to travel along the ground, and includes, but is not limited to, automobiles, buses, mopeds, motorcycles, trucks, tractors, go-carts, golf carts, campers, motor homes and trailers; and any conveyance included in the statutory definition of motor vehicle.

Outdoor storage means an area not within an enclosed building which is used for the outdoor storage of any materials (loose or packaged), goods, merchandise or equipment that are not actively being used.

Wrecked motor vehicle means a motor vehicle the condition of which is dismantled or otherwise incapable of operation for any reason on a public street, or from which the wheels, engine, transmission or any substantial part thereof has been removed.

Sec. 20-50. - Prohibited acts; violation a public nuisance; jurisdiction of code enforcement board.

(a) It shall be unlawful for any person to park, store, or leave, or to permit the parking, storing or leaving of, upon any public or private property within the village, any of the following:

- (1) Abandoned property;
- (2) A wrecked motor vehicle; or
- (3) An inoperable watercraft of any kind, whether attended or not.

(b) It shall be unlawful for any person to park, store, or leave, or to permit the parking, storing or leaving of, an inoperable motor vehicle on public property for a continuous period of more than 72 hours.

(c) A violation of this section shall constitute a public nuisance, which may be abated as provided in this article. A violation of this section shall also be deemed a violation of this Code within the jurisdiction of the village magistrate. Nothing in this article shall be deemed to preclude the simultaneous commencement by the village of both nuisance abatement proceedings in accordance herewith and proceedings before the village magistrate.

Sec. 20-51. - Exceptions to article provisions.

The provisions of this article shall not apply to:

- (1) Any property, motor vehicle or watercraft located on private property which is completely enclosed within a building or which is completely covered with a properly secured opaque covering, or which is held in connection with a business enterprise lawfully licensed by the village for the servicing and repair of motor vehicles and properly operated in an appropriate business zone pursuant to the zoning ordinances of the village. A properly secured covering is one that is properly sized for the vehicle and made of a tear-resistant material that is at least a three-layer poly-cotton or a polypropylene fabric with double stitched seams and grommets along the edges. The cover shall be secured with a rope, strap or cable and with an appropriate buckle, clasp or other locking device.

(2) Any ancient or antique vehicle which is registered with the state pursuant to F.S. § 320.086. However, no more than two antique motor vehicles may be retained by the same owner for collection purposes unless they are appropriately stored.

Sec. 20-52. - Procedures and remedies in addition to those set forth in state law.

In addition to the procedures and remedies set forth in F.S. ch. 705, relating to lost or abandoned property, the public nuisance of abandoned property and of wrecked or inoperable motor vehicles may be abated as provided in this article.

Sec. 20-53. - Notice of violation.

(a) When a code enforcement officer finds abandoned property or a wrecked motor vehicle or inoperable watercraft on public or private property or finds an inoperable motor vehicle on public property in violation of the provisions of this article, the code enforcement officer may cause a notice to be placed upon such article in substantially the following form:

**NOTICE TO THE OWNER AND ALL PERSONS
INTERESTED IN THE DESCRIBED PROPERTY**

This property, to wit: (setting forth brief description) located at (setting forth brief description of location) is improperly stored and is in violation of (setting forth ordinance or regulation violated) and must be removed within ten days from the date of this notice unless a hearing has been demanded in accordance with the terms of this article, within seven days of the date of this notice; otherwise, it shall be presumed to be abandoned property and will be removed and destroyed by order of the Village of Indiantown, and the owner will be liable for the costs of removal and destruction. Dated this: (setting forth date of posting of notice). Signed: (setting forth name, title, address, telephone number of enforcement officer).

Such notice shall be not less than eight inches by ten inches and shall be sufficiently weatherproof to withstand normal exposure to the elements for a period of ten days.

(b) If the abandoned property or the wrecked or inoperable motor vehicle or watercraft is located on private property, the code enforcement officer shall mail a copy of the notice to the owner of the private property upon which the abandoned articles are located as shown by the ad valorem tax records of the county, and, if the abandoned property is a motor vehicle or boat, shall make a reasonable effort to ascertain the name and address of the owner and shall mail a copy of the notice to such owner. The notice shall also advise the person to whom the notice is applicable that he has seven days from the date of mailing of the notice to file a written petition to the village manager or his designee for a hearing before the code enforcement board which shall be held within 15 days of the date the petition is received by the village manager.

Sec. 20-54. - Removal.

The owner of abandoned property or of a wrecked or inoperable motor vehicle or watercraft, and the owner of the private property on which such property is located, if applicable, are

individually responsible to abate the nuisance caused by such property in accordance with the requirements of the notice. If the nuisance is not so abated, such owners shall be jointly and severally liable to the village for all costs incurred by the village in abating the nuisance including the costs of removal and destruction of such property, less any salvage value received by the village. The village shall notify such owners of the amount owed and of the penalty. If an owner or other interested person has not requested a hearing within seven days, the village shall have the right to abate the nuisance at the expense of the owner.

Sec. 20-55. - Hearing.

The issues to be determined at the hearing are whether the conditions creating a nuisance exist, whether the conditions should be abated by the village at the expense of the owner, and the time limits for such abatement by the owner. The cause or origin of the condition shall not be a defense against the requirement that the condition shall be abated by the owner. If after a hearing the magistrate determines that the conditions which exist on the property constitute a public nuisance, the owner of the property shall have an additional seven days to correct or remove the conditions after which the village shall have the right to have the conditions abated at the expense of the property owner.

Sec. 20-56. - Lien.

If, at the end of ten days after posting the notice of violation, the owner or any person interested in the property described in such notice has not removed the property and otherwise complied with the notice, the code enforcement officer may cause the property to be removed or destroyed. The salvage value, if any, of such property shall be retained by the village to be applied against the cost of removal and destruction thereof, unless the cost of removal and destruction are paid by the owner as provided in section 20-59. If the village has abated the nuisance and payment is not received within 30 days thereafter, the village may place a lien against the property on which the nuisance was located, if applicable, for the cost of the work, including inspection and administration costs, plus interest at the rate of 12 percent per annum, plus reasonable attorneys' fees and other costs of collecting such sums, without further hearing.

Sec. 20-57. - Notification of removal.

(a) The code enforcement officer, after taking possession of any motor vehicle pursuant to this article, shall furnish notice in accordance with this section by certified mail return receipt requested to the last known registered owner of the motor vehicle at his last known address within 15 days of the date of which possession of the motor vehicle is taken, with a copy of the notice to the owner or occupant of the real property from which the vehicle is taken. The code enforcement officer shall also contact the state department of motor vehicles, and such other agencies and departments of government in this and other states as are reasonably necessary to ascertain the names and addresses of other persons with record interests in the motor vehicle, including lienholders. Such other persons shall be given notice in the same manner as stated in the previous section.

(b) Notice under this section shall contain the following information:

- (1) Year, make, model, color, and serial number of the motor vehicle.
- (2) The name and address of the last known registered owner of the motor vehicle, if available.
- (3) The vehicle registration number and the title registration number of the motor vehicle, if available.
- (4) The date on which the motor vehicle was removed.
- (5) The location from which the motor vehicle was removed.
- (6) The location in which the motor vehicle is being stored or in the alternative a number to contact.

The notice shall also advise the persons to whom it is given that the person who is entitled to possession of the motor vehicle may reclaim it upon payment to the village of all charges incurred by the village and the removal and storage of the motor vehicle except that if such reclamation is not made within 20 days after date of the notice, the right to reclaim the motor vehicle as well as all right, title and interest of such person in the vehicle shall be deemed to be waived and that such person shall be deemed to have consented to the disposition of the motor vehicle by the village.

(c) If the village is unable to identify properly the last registered owner of any motor vehicle or if unable to obtain with reasonable certainty the names and addresses of the owner or other interested parties, including lienholders, it shall be sufficient notice under this section to publish the notice once in one newspaper of general circulation in the village. Such notice by publication may contain multiple listings of motor vehicles.

(d) A copy of any notice required in this section, as well as a copy of any certificate of sale issued hereunder by the village or its designee, shall be forwarded to the state division of motor vehicles.

Sec. 20-58. - Nuisance abatement bid procedure.

The services entailed in carrying out the abatement of nuisances under this article may be performed by the village or be performed by an independent contractor obtained pursuant to the village's normal acquisition practices.

Sec. 20-59. - Assessment of costs, interest and attorney's fee; lien.

(a) Assessment. As soon after the abatement as feasible, the village manager shall report to the village council the cost of such abatement, including the costs of inspection and administration. Thereafter, the village council shall by resolution assess the cost against any or all of the assets of the owner of the property or against the property from which the vehicle was removed. Such resolution shall describe the property assessed, including costs of inspection and administration, and indicate that the assessment shall bear interest at the rate of eight percent per annum plus, if collection proceedings are necessary, that the property owner would be required to pay the cost of such proceedings including a reasonable attorney's fee. Such resolution shall become effective immediately upon adoption, and the assessment contained therein shall become due and payable after the mailing date of the notice of such assessment. If payment has not been received within the 30 days after the mailing date of the notice of assessment, the village clerk shall record a certified copy of the resolution in the public records of the county, and upon the date

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and time of recording the certified copy of the resolution a lien shall become effective on the subject property which shall secure the cost of abatement, including costs of inspection and administration, and collection costs including a reasonable attorney's fee. At the time the village clerk sends the certified copy of the resolution for recording a notice shall also be mailed to the property owner in substantially the following form:

NOTICE OF LIEN

TO:	
ADDRESS:	
You are hereby advised that the Village of Indiantown did on or about the ____ day of _____, 20____, abate the nuisance which was found to exist on your property. The nuisance was abated at a cost, including costs of inspection and administration, of \$ _____. In accordance with village ordinances my office has previously mailed to you a notice of assessment requesting payment. The required payment has not been received; therefore, pursuant to village ordinance requirements a lien has been recorded against your property in the form of the attached resolution. Please take notice that the resolution, in addition to the original cost of the abatement, requires payment of eight percent interest per annum and the cost of collection including a reasonable attorney's fee. At such time as the Village of Indiantown has received payment for such lien, the village manager or designated representative will execute a release thereof to remove the lien from your property, the recording cost of which shall be borne by you.	
DATE:	VILLAGE OF INDIANTOWN, FLORIDA
SIGNED:	
	VILLAGE MANAGER

(b) Enforcement of assessment. The village may enforce the assessment by either an action at law or foreclosure of the lien, which shall be foreclosed in the same manner as mortgages are foreclosed under state law. In either type of action, the village shall be entitled to interest at the rate of eight percent from the date of assessment, collection costs, and a reasonable attorney's fee.

SECTION 2. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

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SECTION 3. CONFLICTS. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

SECTION 4. CODIFICATION. The provisions of Section 1 of this ordinance shall be codified at such time as the village council adopts a village code.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption.

PASSED on First Reading on the ____ day of _____, 2018.

Council Member _____ offered the foregoing ordinance on second reading, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNANDEZ, COUNCIL MEMBER				

ADOPTED on Second Reading this ____ day of _____, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

VILLAGE OF INDIANTOWN, FLORIDA

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REVIEWED FOR FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
VILLAGE ATTORNEY

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: September 27, 2018

MEETING TYPE:

AGENDA ITEM TITLE: Meeting Dates:

Regular Village Council Meeting -October 11, 2018 - 6:30 P.M.

Comprehensive Plan Committee - October 12, 2018 - 9:00 A.M.

Village Open House and Code Enforcement Workshop-October 22, 2018
English 5:00 P.M.-7:00 P.M.
Spanish 7:00 P.M. -8:30 P.M.

SUMMARY OF ITEM:

RECOMMENDATION:

PREPARED BY: DATE:

REVIEWED BY: DATE:

APPROVED BY: DATE: