



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

JUNE 10, 2024

AT 4:00 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Rebecca S. Bruner

Vice Mayor Campbell Rich

Commissioner Eula R. Clarke

Commissioner Christopher Collins

Commissioner Troy McDonald

ADMINISTRATIVE

City Manager, Michael J. Mortell

City Attorney, Lee J. Baggett

City Clerk, Mary R. Kindel

Agenda items are available on our website at <http://www.cityofstuart.us>
Phone: (772) 288-5306. Fax: (772) 288-5305. E-mail: mkindel@ci.stuart.fl.us

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation to attend this meeting should contact the City's ADA coordinator at 772-288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.

(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - SABRINA ZAMBRANO, SONG PERFORMANCE

PROCLAMATIONS

2. JUNETEENTH - JUNE 19, 2024

PRESENTATIONS

3. SERVICE AWARDS - JUNE 2024
4. PROCEDURE FOR BLUE-GREEN ALGAE HEALTH ADVISORY NOTICES, PRESENTATION BY THE MARTIN COUNTY DEPARTMENT OF HEALTH
5. DEVELOPMENT UPDATE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

CONSENT CALENDAR

6. APPROVAL OF 05/28/2024 CCM MINUTES (RC)
7. DECLARING THE 2024 MUNICIPAL ELECTION (RC):

RESOLUTION No. 54-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, DECLARING THE PRIMARY MUNICIPAL ELECTION FOR AUGUST 20, 2024; PROVIDING FOR EARLY VOTING BEGINNING ON AUGUST 10, 2024 AND ENDING ON AUGUST 17, 2024 AT THE SUPERVISOR OF ELECTIONS OFFICE, 135 SE MARTIN LUTHER KING, JR. BOULEVARD, STUART, FL; AND PROVIDING FOR VOTING AT REGULAR PRECINCTS ON ELECTION DAY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

8. AWARD TO RFQL #2024-400: CONSTRUCTION MANAGER AT RISK (CMAR) FOR UNDERGROUNDING AND STREETScape (RC):

RESOLUTION No. 55-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF PRECONSTRUCTION SERVICES TO RFQL #2024-400, CONSTRUCTION MANAGER AT RISK (CMAR) FOR UNDERGROUNDING AND STREETScape PROJECT WITH A PRICE FLORIDA PRICE NOT TO EXCEED \$67,800.00 TO BURKHARDT CONSTRUCTION, INC. OF WEST PALM BEACH, TO PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9. UPDATE TO ARPA PROGRAM GRANT EXPENDITURE (RC):

RESOLUTION No. 56-2024: A RESOLUTION OF THE CITY COMMISSION OF THE

CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #10-2024 TO THE FISCAL YEAR 2024 ENTERPRISE FUND AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR UPDATES AND IMPROVEMENTS TO THE CITY'S 2022 STORMWATER MASTER PLAN, PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

10. FDOT PERMITS FOR TEMPORARY CLOSINGS OF STATE ROADS TO INSTALL MONUMENT SIGNS (RC):

RESOLUTION No. 38-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPLY FOR STATE PERMITS NEEDED FOR TEMPORARY CLOSINGS OF STATE ROADS TO INSTALL AND MAINTAIN WAYFINDING AND/OR "WELCOME" MONUMENT SIGNS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

ADJOURNMENT

WHAT IS CIVILITY? Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.

PUBLIC COMMENT: If a member of the public wishes to comment upon ANY subject matter, including quasi-judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.

CONSENT CALENDAR: Those matters included under the Consent Calendar are self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by one motion. If discussion on an item is desired by any City Commissioner that item may be removed by a City Commissioner from the Consent Calendar and considered separately. If an item is quasi-judicial it may be removed by a Commissioner or any member of the public from the Consent Calendar and considered separately.

QUASI-JUDICIAL HEARINGS: Some of the matters on the Agenda may be "quasi-judicial" in nature. City Commissioners will disclose all ex-parte communications, and may be subject to voir dire by any interested 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 testimony will be given appropriate weight and credibility by the City Commission.

INVOCATION: Any invocation that may be offered at the opening of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 6/10/2024

Prepared by: Nina Mullin

Title of Item:

ARTS MOMENT - SABRINA ZAMBRANO, SONG PERFORMANCE

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Enjoy!

ATTACHMENTS:

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 6/10/2024

Prepared by:

Title of Item:

JUNETEENTH - JUNE 19, 2024

Summary Explanation/Background Information on Agenda Request:

Juneteenth is a holiday commemorating the end of slavery in the United States. It is also called Emancipation Day or Juneteenth Independence Day. The name "Juneteenth" references the date of the holiday, combining the words "June" and "nineteenth."

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Juneteenth Freedom Day - June

PROCLAMATION
JUNETEENTH FREEDOM DAY
JUNE 19, 2024

- WHEREAS,** Juneteenth is the oldest known celebration commemorating the abolition of slavery in the United States and the emancipation of African American slaves and celebrates the successes gained through education and greater opportunity; and
- WHEREAS,** Union soldiers landed at Galveston, Texas on June 19, 1865 with news that the war had ended and the enslaved were now free. On that first Juneteenth, the people of Texas were read General Order Number 3, which stated: “The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free”; and
- WHEREAS,** the first Juneteenth celebration was a time for reassurance, prayer, and the gathering of family members. Today, Juneteenth continues to grow within communities and organizations throughout the country. Numerous local and national Juneteenth organizations have arisen alongside older organizations with the common mission of promoting and cultivating knowledge and appreciation of African American history and culture, while encouraging continuous self-development and respect for all people and cultures; and
- WHEREAS,** on a larger scale, celebration of Juneteenth reminds each of us of the precious promises of freedom, equality, and opportunity which are the core of the American dream.

NOW, THEREFORE, I, REBECCA S. BRUNER, Mayor of the City of Stuart, Florida do hereby proclaim June 19, 2024, as:

JUNETEENTH FREEDOM DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 10th day of June, 2024.

REBECCA S. BRUNER
MAYOR

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 6/10/2024

Prepared by: Kathy Martin

Title of Item:

SERVICE AWARDS - JUNE 2024

Summary Explanation/Background Information on Agenda Request:

Woodside	Michael	20	Water Treatment Team
Marshall	Michael	20	Waste Water Treatment
Green	Robert	15	Waste Water Treatment
Gillen	Thomas	15	Distribution & Collection
Cummings	Robert	10	Fire Department
Lee	Corey	10	Police Department
Duke	Darren	5	Technology Services

Funding Source:

General Fund

Recommended Action:

Present Awards

ATTACHMENTS:

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 6/10/2024

Prepared by: Mary Kindel

Title of Item:

PROCEDURE FOR BLUE-GREEN ALGAE HEALTH ADVISORY NOTICES, PRESENTATION BY THE MARTIN COUNTY DEPARTMENT OF HEALTH

Summary Explanation/Background Information on Agenda Request:

From the Florida Department of Health in Martin County, Mr. Nick Clifton, MHA, Health Officer/Administrator of the Martin County Department of Health will present the Health Department's procedure for issuing a health alert for the presence of blue-green algae toxins.

Funding Source:

N/A

Recommended Action:

N/A

ATTACHMENTS:

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 6/10/2024

Prepared by: Mary Kindel

Title of Item:
DEVELOPMENT UPDATE

Summary Explanation/Background Information on Agenda Request:
N/A

Funding Source:
N/A

Recommended Action:
N/A

ATTACHMENTS:

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 6/10/2024

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 05/28/2024 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Item.

ATTACHMENTS:

1. 05/28/2024 CCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
MAY 28, 2024
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Rebecca S. Bruner
Vice Mayor Campbell Rich
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Troy McDonald

ADMINISTRATIVE

City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

Clerk's Note: The regular Commission Meeting was held on Tuesday, May 28th due to the Memorial Day Holiday on Monday, May 27, 2024.

ROLL CALL

5:30 PM

PRESENT: Mayor Bruner, Vice Mayor Rich, Commissioner Clarke, Commissioner Collins, Commissioner McDonald

INVOCATION

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Commissioner Clarke

- Thanked staff for their communications with the Commissioners.
- Thanked Mr. Riordan as the parade correspondent for Memorial Day and for his help with many events.
- Announced her Town Hall Meeting on June 13th at 6 PM.

Vice Mayor Rich

- Commented on a past public comment that stated that the Commissioners should listen and not give their comments. He pointed out that the Sunshine Law restricts them from

speaking to each other outside of public meetings.

- Commented that during public comment, Commissioners should not interrupt a speaker.

Commissioner McDonald

- Thanked all who coordinated the Memorial Day Parade and noted that it was a successful event.

COMMENTS BY CITY MANAGER

City Manager Michael Mortell

- Requested to pull Consent Calendar Item #2 for discussion due to revised language that is to be read into the record.
- Thanked Mr. Riordan for his parade planning and commented that it may be his last year of service.

Commissioner Clarke announced an additional comment that she was invited to be a member of the Indian River Task Force and plans to attend a meeting.

APPROVAL OF AGENDA

5:41 PM MOTION: Approve pulling Item #2 from the Consent Agenda.

MOVED BY: Troy McDonald

SECONDED BY: Eula Clarke

Motion approved unanimously.

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

1. Audra Creech - Palm City; Commented on the environmental cause of Item #3 and encouraged the Commission to be in favor of the project.
2. Sean Reed - Stuart; Commented on feedback received from residents and his concerns on parking requirements.

CONSENT CALENDAR

1. APPROVAL OF 05/13/2024 CCM MINUTES (RC)

***** PULLED ITEM #2 *****

2. SUPPORTING A PETITION FROM THE CBD TO THE EPA ON WATER QUALITY STANDARDS FOR CYANOTOXINS (RC):

RESOLUTION No. 34-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO ENDORSE A PETITION FROM THE CENTER FOR BIOLOGICAL DIVERSITY (CBD) REQUESTING THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) TO ESTABLISH NEW HUMAN HEALTH WATER QUALITY CRITERIA FOR CYANOTOXINS IN THE STATE'S CLASS I, II, AND III SURFACE

WATERS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

MOTION: Approve, pulling Item #2.

MOVED BY: Troy McDonald

SECONDED BY: Campbell Rich

Motion approved unanimously.

***** ITEM #2 PULLED FROM THE CONSENT CALENDAR *****

2. SUPPORTING A PETITION FROM THE CBD TO THE EPA ON WATER QUALITY STANDARDS FOR CYANOTOXINS (RC):

RESOLUTION No. 34-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO ENDORSE A PETITION FROM THE CENTER FOR BIOLOGICAL DIVERSITY (CBD) REQUESTING THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) TO ESTABLISH NEW HUMAN HEALTH WATER QUALITY CRITERIA FOR CYANOTOXINS IN THE STATE'S CLASS I, II, AND III SURFACE WATERS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Attorney, Lee Baggett, read the corrected title into the record and the City Manager Mortell clarified the language.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO ENDORSE **CITY TO BE A CO-PETITIONER IN A PETITION FROM THE CENTER FOR BIOLOGICAL DIVERSITY (CBD) AND OTHER ALLIES** REQUESTING THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) TO ESTABLISH NEW HUMAN HEALTH WATER QUALITY CRITERIA FOR CYANOTOXINS IN THE STATE'S CLASS I, II, AND III SURFACE WATERS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Ben Hogarth, Community Affairs Liaison, came forward and provided a brief explanation.

5:47 PM MOTION: Approve.

MOVED BY: Troy McDonald

SECONDED BY: Christopher Collins

Motion approved unanimously.

COMMISSION ACTION

3. OYSTER GARDEN PROJECT ALONG THE DOWNTOWN RIVERWALK WITH THE CCA (RC):

RESOLUTION No. 53-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE COASTAL CONSERVATION ASSOCIATION (CCA) OF FLORIDA TO COORDINATE THE INSTALLATION OF VERTICAL OYSTER GARDENS ALONG THE DOWNTOWN RIVERWALK FOR THE PURPOSE OF IMPROVING WATER QUALITY AND PROVIDING SAFE HABITAT FOR OYSTERS AND OTHER MARINE LIFE;

FURTHER AUTHORIZING THE CCA TO MAINTAIN, MONITOR AND COLLECT DATA FROM THE OYSTER GARDENS AS STEWARDS OF THE ENVIRONMENT AND THE PUBLIC TRUST; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Ben Hogarth, Community Affairs Liaison, provided a brief history and introduced Matthew Wisehaupt, Vice President of the Martin County Chapter of the Coastal Conservation Association. Mr. Wisehaupt described the vertical Oyster Garden and provided details of the project being proposed.

6:06 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously.

ORDINANCE SECOND READING

4. CLARITY POINTE PUD - SMALL-SCALE COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT LOCATED AT 500 SE INDIAN STREET (LEGISLATIVE) (RC):

ORDINANCE No. 2529-2024; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP FOR AN APPROXIMATE 9.46-ACRE PARCEL OF LAND FROM MULTI-FAMILY RESIDENTIAL TO THE COMMERCIAL FUTURE LAND USE DESIGNATION; AMENDING THE FUTURE LAND USE MAP; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE; AND OTHER PURPOSES.

City Attorney announced, as a reminder, the two Clarity Pointe items as one being Quasi-Legislative and one being Quasi-Judicial.

Jodi Kugler, Development Director, presented the various requirements of the City staff pertaining to this project and reviewed the current and proposed land use and evaluation criteria. Staff recommended approval of the land use amendment.

Brad Currie, Applicant Representative, presented a PowerPoint to include the property's history and surrounding area land uses.

Jason Ackner, applicant, commented that the property was vacant for over twelve (12) years and land use had not been an issue up to this point. He asked when and why it became an issue and stated the land use change would turn it back into what the use was intended for in the past.

PUBLIC COMMENT:

1. James Nehmer - Stuart; Commented that Willoughby Trace is located behind the land, opposed to the project.
2. Sean Reed - Stuart; Commented on Code 3.86b and 3.86d, opposed to the project.
3. Walter Loyd - Stuart; Request the Commissioners consider the residents and

disapprove of this land use change.

4. Diane Asker - Stuart; Commented that her clientele as a realtor is often elderly and memory care facilities are not available right now. Hopeful property will continue as an assisted living.

5. Jason Ackner - Applicant; Stated there is not a shortage of memory care facilities.

6. Mark Brechbill - Stuart; Commented on the intersection being the busiest intersection in Stuart and asked Commissioners to consider the increase in traffic at that location.

7. Jack Nafpliotis - Stuart; Pointed to his residence on the presentation; nervous about the proposed project; opposed.

8. Jim Ladd - Stuart; Concerned about land use change, opposed.

9. Michael Girardi - Stuart; Lives in Willoughby Glenn - concerned about the project; opposed to land use change.

Mr. Currie came forward and stated that the switch between land uses had been made multiple times on this property.

6:45 PM MOTION: Approve.

MOVED BY: Campbell Rich

SECONDED BY: - - -

Motion died for lack of second.

6:46 PM MOTION: Motion to Deny.

MOVED BY: Campbell Rich

SECONDED BY: Troy McDonald

Motion approved unanimously. [to deny approval of Ordinance #2529-2024]

5. CLARITY POINTE PUD - REZONE FROM THE CITY OF STUART OFFICIAL ZONING ATLAS FROM RESIDENTIAL PLANNED DEVELOPMENT (RPUD) TO THE MIXED-USE PLANNED UNIT DEVELOPMENT (MXPUD) ZONING DESIGNATION LOCATED AT 500 SE INDIAN STREET (QJ)(RC):

ORDINANCE No. 2530-2024; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING THE CITY OF STUART OFFICIAL ZONING ATLAS FROM RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) TO THE MIXED-USE PLANNED UNIT DEVELOPMENT (MXPUD) DESIGNATION FOR AN APPROXIMATELY 9.46 ACRE PARCEL OF LAND LOCATED ON THE SOUTH SIDE OF SE INDIAN STREET AND APPROXIMATELY 540 FEET EAST OF KANNER HIGHWAY, TO CONVERT THE EXISTING 84-BED ASSISTED LIVING FACILITY (ALF) WITH MEMORY CARE KNOWN AS CLARITY POINTE TO ALLOW FOR AN INPATIENT PRIMARY MENTAL HEALTH AND RESIDENTIAL DRUG AND ALCOHOL FACILITY WITH MEDICAL DETOX; PROVIDING FOR MASTER SITE PLAN APPROVAL; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR SPECIFIED COMMERCIAL USES; PROVIDING FOR SIGNAGE REQUIREMENTS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE; AND OTHER PURPOSES.

Brad Currie, Applicant Representative, came forward to request a withdrawal.

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

ADJOURNMENT

6:58 PM

Mary R. Kindel, City Clerk

Rebecca S. Bruner, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 28th day of May, 2024.**

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 6/10/2024

Prepared by: Mary Kindel

Title of Item:

DECLARING THE 2024 MUNICIPAL ELECTION (RC):

RESOLUTION No. 54-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, DECLARING THE PRIMARY MUNICIPAL ELECTION FOR AUGUST 20, 2024; PROVIDING FOR EARLY VOTING BEGINNING ON AUGUST 10, 2024 AND ENDING ON AUGUST 17, 2024 AT THE SUPERVISOR OF ELECTIONS OFFICE, 135 SE MARTIN LUTHER KING, JR. BOULEVARD, STUART, FL; AND PROVIDING FOR VOTING AT REGULAR PRECINCTS ON ELECTION DAY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

A Municipal Election of the City of Stuart will be held on August 20, 2024 for the election of City Commission Group II and Group IV. Early voting begins on August 10, 2024 and ends on August 17, 2024 at the Martin County Supervisor of Elections Office.

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 54-2024.

ATTACHMENTS:

1. R54-2024 Declaring the Election_EarlyVotingSchedule



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 54-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, DECLARING THE PRIMARY MUNICIPAL ELECTION FOR AUGUST 20, 2024; PROVIDING FOR EARLY VOTING BEGINNING ON AUGUST 10, 2024 AND ENDING ON AUGUST 17, 2024 AT THE SUPERVISOR OF ELECTIONS OFFICE, 135 SE MARTIN LUTHER KING, JR. BOULEVARD, STUART, FL; AND PROVIDING FOR VOTING AT REGULAR PRECINCTS ON ELECTION DAY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, a Municipal Election of the City of Stuart, Florida shall be held on August 20, 2024 for the election of City Commission Groups II and IV with 4-year terms; and

WHEREAS, early voting is scheduled from August 10th through August 17th from 8:00 AM to 5:00 PM at the Supervisor of Elections Office located at 135 SE Martin Luther King, Jr. Avenue in Stuart, Florida.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, that:

SECTION 1: On Election Day, August 20, 2024, candidates for Commission Groups II and IV that receive a majority of the votes cast for City Commission in their respective Group shall be declared elected.

SECTION 2: A Run-Off Election, if necessary, will be held during the General Election on November 5, 2024 in the event the votes cast in the Primary Election fail to elect a candidate in any Group by a majority vote.

SECTION 3: City of Stuart registered voters may vote “early” at any polling location designated by the City Clerk, as follows:

**Martin County Supervisor of Elections Office
135 SE Martin Luther King, Jr. Boulevard
Stuart, Florida 34994**

Early Voting will commence on August 10, 2024 and end on August 17, 2024, 8:00 AM to 5:00 PM each day, established by the Supervisor of Elections under Florida law.

SECTION 4: City of Stuart registered voters shall vote at their regular precinct for the regular election on Election Day.

SECTION 5: This Resolution shall take effect immediately upon its adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption.
The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

REBECCA S. BRUNER, MAYOR
CAMPBELL RICH, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
TROY MCDONALD, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 6/10/2024

Prepared by: Alaina Knofla

Title of Item:

AWARD TO RFQL #2024-400: CONSTRUCTION MANAGER AT RISK (CMAR) FOR UNDERGROUNDING AND STREETSCAPE (RC):

RESOLUTION No. 55-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF PRECONSTRUCTION SERVICES TO RFQL #2024-400, CONSTRUCTION MANAGER AT RISK (CMAR) FOR UNDERGROUNDING AND STREETSCAPE PROJECT WITH A PRICE FLORIDA PRICE NOT TO EXCEED \$67,800.00 TO BURKHARDT CONSTRUCTION, INC. OF WEST PALM BEACH, TO PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

In June 2023, the City advertised a Request for Proposal (RFP) for "Downtown Undergrounding and Seminole Streetscape Project." The City received one proposal which did not contain any price proposed in the package. The proposal was rejected when the proposer failed to respond and provide a proposed price. The second RFP was advertised in August 2023. Procurement notified 386 potential bidders and 14 bid packages were issued for this project. The City received only one proposal from the Whiting-Turner Contracting Company with the initial proposed price of \$7,378,981. In October 2023, the Board authorized to negotiate with the contracting company. The City staff and Kimley-Horn reviewed the proposal and found the pricing bid tabulation to be inaccurate and incomplete in terms of errors in computation, discrepancies in pricing and quantities, and duplications/overlap. Based on the price analysis, the costs should have been reduced, but instead, the revised price proposal for the construction costs was almost doubled.

To determine if the contractor's proposal is reasonable, we would need to attract two or more bidders that are competing independently for the award to ensure that pricing is fair and reasonable. Based on the previous submittals, it's difficult to determine the base cost estimate for the construction of this project.

The City has an option to either go out for another Request for Proposal (RFP), which may end up getting the same results, cancel the project, or use an alternative procurement method of Construction Management at Risk (CMAR) process.

Due to the complexity of the work, limited space, and historical nature of the buildings in our downtown, CMAR delivery method is advantageous for a project such as this. The advantages are that it increases the project speed by avoiding construction delays, minimizes impacts on downtown businesses and residences, controls construction costs to not exceed the Guaranteed Maximum Price (GMP); opportunities for cost-saving measures; and decisions can be made to modify the design to balance the budget, costs, and scope of the project.

A GMP sets a maximum price for a construction project, beyond which the contractor absorbs additional costs. This method vs lowest bid reduces the risk of price increases with change orders, delayed related costs or other factors that could increase project costs at the end.

Summary

The City/CRA will hire Burkhardt Construction, Inc., which is a Construction Management at Risk (CMAR)

firm, to provide pre-construction services as Part 1 and construction management services as Part 2 as an amendment to the contract by Commission action.

As part of the pre-construction services, the Construction Manager (CM) will review design and provide suggestions for alternatives for design, construction materials, and processes based on the City's budget for the project.

The CM will develop a traffic control plan to minimize the impact on businesses and residences during the construction phase. It is important to address this early in the process in the active urban environment. The plan will require outreach, coordination, phasing, and maintaining adequate access for businesses and residences along the corridor in order to control time and costs.

During the pre-construction phase, the CM will administer the bid process and ensure bid transparency, sharing information with the City about estimates, subcontractor bids, materials, labor, and other expenses. Under this method, the CM will have a clear understanding of the project and will have the ability to attract more subcontractors for the bidding process, which is the best way to drive down costs.

The CM will submit a GMP for acceptance by the City. The GMP will be presented to the CRA Board/City Commission with a cost breakdown for the streetscape and underground project. Once approved, a GMP will become the basis of the construction phase of the contract. The contract will be amended to include construction management services (Part 2) of the project.

As described above, the scope of work for pre-construction services (Part 1) includes: pre-construction progress meetings; constructability review/value engineering; traffic control plan/public outreach; and development of a guaranteed maximum price for the project. The total pre-construction service fee is \$67,880.

As a reference, please see the attached proposal which lists projects to demonstrate their experience with successfully completing municipal CRA contracts for underground and streetscape projects (pages 8-9).

The CRA has budgeted \$4.3 M for the "Downtown Undergrounding and Seminole Streetscape Project" based on the engineer's estimate of probable construction costs for the plans prepared by Kimley-Horn.

Funding Source:

107-59591-117

Recommended Action:

Adopt Resolution No. 55-2024

ATTACHMENTS:

1. R55-2024, RFQL #2024-400, CMAR for Undergrounding and Streetscape Project
2. CMAR Contract



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION 55-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF PRECONSTRUCTION SERVICES TO REQUEST FOR QUALIFICATIONS #2024-400, CONSTRUCTION MANAGER AT RISK (CMAR) FOR UNDERGROUNDING AND STREETScape PROJECT WITH A PRICE NOT TO EXCEED \$67,800.00 TO BURKHARDT CONSTRUCTION, INC. OF WEST PALM BEACH; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City released the Undergrounding and Streetscape project Request for Qualifications (RFQL) for Construction Manager at Risk (CMAR) services; and

WHEREAS, CMAR is an alternate project delivery method embraced by both public and private sector owners; and

WHEREAS, CMAR acts as a construction consultant, and during the preconstruction phase work is composed of pre-construction progress meetings, constructability review/value engineering, traffic control plan, public outreach, and develops a guaranteed maximum price for construction services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the award of preconstruction services for RFQL #2024-400: to Burkhardt Construction, Inc., and authorizes the Mayor to execute the Contract subsequent to review and approval by the City Attorney.

SECTION 2: This Resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

REBECCA S. BRUNER, MAYOR
CAMPBELL RICH, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
TROY MCDONALD, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 10th day of June, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY



“CONSTRUCTION MANAGEMENT AT RISK CONTRACT”

PROJECT: RFQL# 2024-400: CMAR Undergrounding and Streetscape

CONTRACTOR: Burkhardt Construction, Inc. (“Contractor”)
(Main Point of Contact Name/Title/Position)
1400 Alabama Avenue #20
West Palm Beach, Florida 33401

**ARCHITECT
& ENGINEER:** Kimley, Horn & Associates (“Design Profession” and/or “Engineer”)
(Main Point of Contact Name/Title/Position)
445 24th Street, Suite 200
Vero Beach, FL 32960

**CITY’S DESIGNATED
REPRESENTATIVE:** City of Stuart
Attn: CRA Director
121 SW Flagler Avenue
Stuart, FL 34994

THIS CONSTRUCTION MANAGEMENT AT RISK CONTRACT (hereinafter referred to as “Contract”) made and entered into the ____ day of _____, 2024 by and between **Burkhardt Construction, Inc.** (hereinafter referred to as “Contractor”) and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994 (hereinafter referred to as “City”), for and in consideration of the following terms, conditions and covenants.

RECITALS

WHEREAS, it is the interest of the City to obtain professional construction management services in order to insure quality, timely and valued construction from a qualified professional construction manager; and

WHEREAS, the City issued a Request for Qualifications RFQL No. 2024-400, (“RFQL”) for Construction Management at Risk (hereinafter referred to as “CMAR”) services for streetscape improvements on SW Seminole Street and underground conversion on SW Seminole Street from SW St. Lucie Avenue to S Colorado Avenue, and SW Osceola Street from St Lucie Avenue to S Colorado Avenue; SW St. Lucie Avenue from SW Seminole Street to SW Flagler Avenue; and S Colorado Avenue from SW Seminole Street to SW Flagler Avenue, including preparation of cost estimates, constructability reviews, value engineering and assistance in systems cost cycle analysis, scheduling, bidding and submission of a Guaranteed Maximum Price (hereinafter referred to as “GMP”), in accordance with the terms of the RFQL (hereinafter referred to as the “Project”); and

WHEREAS, the Contractor submitted a Statement of Qualifications in response to the RFQL, and thereafter submitted a written proposal for the pre-construction phase for Undergrounding, and Streetscape Improvements; and

WHEREAS, the City desires to procure the requested CMAR services in accordance with the terms and conditions of this Contract, including establishing the GMP, which will be brought to the City Commission as an amendment.

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

I. PURPOSE

The Project encompasses construction of underground utility relocation which will improve reliability, especially post-storms, while enhancing the downtown aesthetics.

The Contractor will provide pre-construction and construction phase services via a GMP amendment for the construction of the undergrounding and streetscape in accordance with all applicable laws.

This Contract is to provide the necessary Part A, Pre-Construction Phase Services, Part B, Competitive Bidding Phase, and Part C, Construction Services Phase, for twenty-four (24) month or until project completion, whichever occurs later, exercisable at the option of the City. It should be emphasized that the award of Part A-Pre-Construction Services does not guarantee the provision of Part B-Competitive Bidding Phase and Part C-Construction Services Phase. Given the phases of the project, separate City Commission actions will be required for both Part A and Part B with Part C being included in combination with Part B.

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

II. SCOPE OF SERVICES

The Contractor shall provide comprehensive construction management services during the design through construction close-out phases, as set forth in the RFQL and this Contract, including, but not limited to:

- Developing and monitoring the Project schedule and budget to ensure Project implementation needs are met.
- Conducting design reviews and providing value engineering services, with recommendations to the Design Professional, regarding construction feasibility, selection of potential site, selection of materials, systems, equipment, pricing and scheduling. It is acknowledged that Contractor's design reviews are done in the context of a construction manager and not as a design professional.
- Establishing an agreed-upon GMP which must be consistent with City's budget and Project design requirements, and for which the Construction Manager (CM) shall be "at risk" for delivery of all work required for completion of the Project in accordance with the Project schedule.
- Providing cost estimating during design and construction.
- Maintaining a system of cost control.
- Coordinating the letting and award of multiple bid packages for subcontractor trades and coordinating the work of all contractors performing work on the Project.
- Providing compliance services with respect to contract activities, including enforcement of prevailing wage requirements.
- Evaluating design resolutions as related to schedule and budget.
- Providing full-time construction supervision services, including scheduling, conducting progress meetings and preparing minutes and other reports with respect to the progress of the

Project.

- Coordinating site construction management services including, but not limited to, regular job site meetings, maintaining daily on-site project log and schedule report, overseeing quality assurance, testing and inspection programs, monitoring construction management staff and subcontractor work performance for deficiencies, maintaining record copies of all Contract documents, change orders and other documentation on site, overseeing construction management staff and subcontractor safety programs.
- Updating and maintaining master project schedules, detailed construction schedules, submittal schedules, and inspection schedules.
- Assembling and timely submitting to the City all maintenance and operations manuals, warranty documents and "as-builts"; and providing construction management services during the warranty period.
- Submitting exception-based status reports, addressing conditions, situations, and events that introduce risk to the project, in terms of cost, schedule, quality, and City's expectations, and including the Contractor's plan to mitigate the risk(s).
- Coordinating with the Design Professional and City representative(s) for the substantial completion and final inspections, prior to the Design Professional approval and issuance of the Certificate of Substantial Completion.

The Contractor is tasked to work with the Design Professional and advise the City of the constructability of the design and provide value engineering of the Design Professional documents, to check the quality of the documents (in its capacity as a construction manager, not as a design professional) and advise the City of the most efficient and economical ways to build the project pursuant to the Owners goals and objectives for the Project.

The CMAR Scope of Services shall include, without limitation, all of the Pre-construction Services set forth below and, upon approval by the City of the GMP, and as contemplated in any GMP Amendment or Amendments, and such other amendment(s) as necessary to fix and describe the parties' respective rights and responsibilities with respect to the Work and the Project, all of the Construction Services required to complete the Work in strict accordance with the Contract Documents, and to deliver the Project to the City at or below the GMP, when established, and within the Contract time. Contract Documents consists of this Contract, supplementary or other conditions, if any, the drawings, specifications, addenda issued prior to the effective date of this Contract, other documents listed in this Contract, and modifications issued after the execution of this Contract, all of which form this Contract and are as fully part of this Contract as if attached to this Contract.

The Contractor shall review Project requirements, existing on-site and off-site development, surveys, and preliminary budget, and make recommendations to the City for revisions. The Contractor shall prepare a preliminary Project Schedule in accordance with the Contract Documents and in coordination with the City and the Engineer, identifying all phases, critical path activities, and critical duties of each of the project team members. The Contractor shall review the plans and advise the City and Engineer regarding the constructability of the design and of any errors, omissions, or conflicts it actually discovers. The Contractor shall prepare an outline of proposed bid packages and detailed cost estimates and advise the City regarding trends in the construction and labor markets that may affect the price or schedule of the Project. The Contractor shall attend all Project-related meetings. The Contractor's Pre-construction Services shall be provided, and the City shall compensate the Contractor for such services, based upon a fixed fee. At the conclusion of the Preconstruction Services, the Contractor shall provide the City a proposal for a GMP for construction phase services and warrant to the City, that the plans, specifications, and other Contract Documents are consistent, practical, feasible and constructible, and that the Project is constructible within the contract time.

Pre-Construction Services shall be provided for all stages of the construction documents as follows:

- Pre-Construction Meetings
- Constructability Review / Value Engineering
- Traffic Control and Public Outreach
- Guaranteed Maximum Price Development

A. PRECONSTRUCTION SERVICES PHASE

Meetings:

The Contractor shall participate in design team progress meetings attended by the CM, Designer, City, and others as requested. The Contractor shall provide agendas and produce meeting notes from each meeting documenting the issues of the Project, assigning responsibilities for issue resolution and tracking timelines for issue resolution. Contractor shall provide meeting minutes after every progress meeting for the Owner and design team to review and accept.

Review of Construction Documentation and Value Engineering:

The Contractor will conduct a document design review and shall work with the designer to provide alternatives and design solutions that are cost effective, value added and provide risk mitigation during construction.

The Contractor shall provide construction expertise in review of the construction documents to provide optimal phasing and sequencing of the construction work to stay within budget and schedule. Contractor shall perform a constructability analysis to identify defects, omissions, and recommendations for alternatives, value engineering for all phases of the Project. The constructability analysis shall include a review of accessibility, construction methods, assembly, installation, material handling, expandability, phasing and other construction phase activities. Contractor shall also identify and help resolve other issues that might affect the aesthetics and longevity of the final work product and to mitigate logistical construction constraints.

Traffic Control Plan and Public Outreach:

Contractor shall develop, for approval by the City, a plan to minimize the construction impacts to residents, businesses, vehicular traffic and pedestrians, the public and surrounding projects, in this active urban environment. This plan shall include methods of outreach and informational flow and communication between the Construction Team, businesses and residents and impacted by each project phase.

The Contractor will develop a traffic control plan which will provide coordinated adequate accessibility for businesses along the corridor. The Traffic Control Plan shall address typical rush business, pedestrian and residential traffic and provide for construction sequencing that will optimize the coordinated construction schedule along the work corridor.

Direct Purchases:

Contractor shall coordinate with the City and City's Representative to *direct* purchase agreed upon materials to realize sales tax savings.

Preconstruction Services Fees:

The Contractor's Preconstruction Services shall be provided, and the City shall compensate the Contractor for such services, based upon a fixed fee to be paid in the installments set forth in the Compensation Schedule attached "Exhibit A".

Guaranteed Maximum Price (GMP) Development:

This scope consists of the Contractor preparing the GMP and the final construction budget based on the 90% construction documents provided by the City. The GMP shall consist of detailed line items for all major work to be performed. The following activities will take place, but will not be limited to:

Public Advertisement: The Contractor will place an ad in a south Florida newspaper. Each ad will run for ten days over two consecutive weekends as a public notice to subcontractors to pre-qualify with the Contractor. Ads can be run in additional newspapers at the City's request as well.

Subcontractor Pre-Qualification: The Contractor will use a pre-qualification questionnaire to qualify subcontractors who wish to bid on the projects. The questionnaire has subcontractors address items like bonding capacity, insurance requirements, current schedule of work on hand, how many full-time employees the firm has working for it, and other items that the Contractor feels are necessary to have a good subcontracting pool with which to issue bid packages. The Contractor will also respond to any questions the subcontractors have about prequalifying. The Contractor will then create a list of prequalified bidders and review them with the team to determine if a larger pool is required.

Bid Package Preparation: The Contractor will conduct quantity surveys on the 90% construction plans to form scopes of work for each trade. These quantities are an in-house product used as an independent verification for use in analyzing subcontractor bids. These quantities will be put in an Excel spreadsheet and distributed to the qualified subcontractors as the bid form with the Invitation to Bid and Instructions to Bidders. The bid packages that will be developed will be tailored to the market of prospective bidders.

Issuance of Bid Packages: The Contractor will issue bid packages to all qualified subcontractors that will include the Invitation to Bid, Instructions to Bidders and the bid form. The Contractor will conduct pre-bid meetings with prequalified subcontractors and conduct pre-bid tours of the project site, if necessary. Any questions that arise during the bidding phase will be answered in an addendum that will be sent to all bidding subcontractors. A date will be set to receive bids from all subs. This date will be firm and any subcontractor who submits after this date will be disqualified.

Analyzing of Subcontractor Bids: After the Contractor receives all qualified bids (i.e. The bidding subcontractor responds on time with a complete bid) they will then begin analyzing and comparing the subcontractor bids. The Contractor will first be sure that all bids received are complete and that they acknowledge any and all addenda. Then the Contractor will set up a bid comparison spreadsheet to compare which subcontractors are low in their scope of work. The Contractor will conduct post bid meetings with individual subcontractors to confirm scope

coverage and where necessary, create a scope coordination matrix to avoid any overlap of scope. After preparing and analyzing the comparison spreadsheets, the Contractor will prepare a recommendation for the apparent low bidder in each scope of work.

Preparation of the GMP: After going through all these steps, the Contractor will compile the GMP for the City. Included in this GMP will be the Contractor's general conditions, management team, CMAR fee (profit) and contingency.

The aforementioned information shall be presented to the City along with all supporting documentation (bid advertisements, bid packages, quantity surveys, subcontract bids, vendor quotes, spread sheet analysis, Contractor's recommendations, line-item direct construction costs, general conditions, management team, CMAR fee (profit), contingency, exceptions and clarifications, and plan log shall be bound and submitted to the Owner for review, discussion, and approval.

Once approved, the GMP shall become the basis of the construction phase of the Contract and shall be documented as an amendment to the base Contract.

B. COMPETITIVE BIDDING PHASE

Competitive Bidding: Unless otherwise provided for in this Contract or approved by the City, the trades and other subcontracted work on the Project will be competitively bid. All bidding processes shall be done in an open book format process.

Bid Packages: The Contractor shall assemble the Construction Documents and all other contract documents specifying all terms and conditions applicable with respect to the work to be performed by each subcontractor into appropriate bid packages and shall distribute the bid packages to prospective bidders, City's Representative, and the Engineers.

Obtaining Competitive Bids: Contractor shall assist with the development of and make recommendations for bidding criteria, bidding schedules and bidding information and shall develop bidders' interest in the Project. The Contractor shall prepare a Subcontractor's Prequalification Plan in compliance with the requirements determined by the City. The Contractor shall submit to the City the Contractor's list of pre-approved subcontractors for each element of the Work to be sub-contracted by the Contractor. This list shall be developed through the execution, by the Contractor, of the Subcontractor Pre-Qualification Plan noted above. The City reserves the right to reject any subcontractor proposed for any bid to be considered by the Contractor. Any claims, objections or disputes arising out of the Pre-Qualification Plan or list are the responsibility of the Contractor. The Contractor shall hold harmless, indemnify, and defend the City, its employees, agents, and representatives in any matter arising out of the pre-qualification plan and/or the subcontractor's list, except where the sole cause of the matter is a City directed decision.

Pre-bid Conferences: Contractor, with the assistance of engineer and the City's Representative, shall conduct pre-bid conferences with prospective bidders to familiarize bidders with the Construction Documents, any special requirements of the Contract Documents and equal employment opportunity and prevailing wage requirements. Contractor shall prepare a record of the questions and answers discussed at the pre-bid conferences that shall be transmitted to the City's Representative for use by Engineers to prepare addenda.

Bid Review: Contractor, with the assistance of City's Representative and Engineers, shall review all bids received for responsiveness, participate in investigating the responsibility of bidders and deliver a written recommendation

to the City and City's Representative about the award of, or rejection of, any bid or bids for each subcontract for the Project. In making the recommendation, Contractor shall evaluate all applicable alternates referenced in the Construction Documents and shall evaluate each bidder in accordance with the bid criteria contained in the bid package. In recommending the award of any subcontract, Contractor shall not consider any unauthorized substitutions contained in the bid.

Pre-award Conferences: Contractor, with the assistance of the City's Representative and Engineers, shall conduct pre-award conferences with the recommended bidders and shall gather documentation for contract execution from such bidders. If a bidder fails to provide the required documentation in a timely manner, Contractor shall assist the City in considering whether to grant an extension of time for submitting the documentation or terminate negotiations with the recommended bidder.

Subcontractor and Material Supplier Review: Contractor shall investigate any subcontractor or material supplier at any tier and recommend approval or disapproval thereof.

Subcontracts: Those portions of the work/services that the Contractor does not customarily perform with its own personnel shall be performed under subcontracts between the Contractor and the approved bidders (Subcontractors). The Contractor shall prepare all subcontracts on a form developed by the Contractor and acceptable to the City, and shall cause the subcontracts to, among other terms, incorporate the provisions of this Contract, to the extent applicable to the work to be performed by each Subcontractor.

Notice to Proceed: Contractor shall obtain from the City a Notice to Proceed for the construction phase of the Project, upon obtaining all appropriate permits and satisfying all conditions as may be set forth in this Contract. If Contractor has satisfied all of the conditions for commencement set forth in this Contract which are within Contractor's control, but the City has not issued a Notice to Proceed, Contractor shall provide City with written notice. If, after an additional ten (10) days after Contractor issues its notice, the City has still not issued a Notice to Proceed, then Contractor shall be entitled to seek an equitable adjustment of the GMP to cover any actual documented additional expenses Contractor incurs as a result in the delay to the commencement of the construction phase of the Project.

C. CONSTRUCTION SERVICES PHASE. If the City has accepted the GMP, a GMP Amendment shall be executed by the Parties.

Access: Subject only to safety requirements, the Contractor shall grant, and shall cause all Subcontractors and others performing work on the Project to grant, the City, City's Representative, and Engineers, unimpeded access to the work at all times.

Project Administration: Contractor shall manage the Project and shall be fully responsible for coordinating all work of each Subcontractor to ensure all work is performed in a timely, efficient, and economical manner and in accordance with the Contract Documents. Contractor shall provide administrative, management and related services as required to coordinate, supervise, and direct the performance of the work by all Subcontractors with each other and with the activities and responsibilities of the City and Engineers, to complete the Project in accordance with the Contract Documents. Contractor shall maintain a competent, full-time staff at the Project at all times that work is in preparation or progress on the Project and shall establish and implement on site organization and authority so that the work on the Project may be accomplished timely and efficiently. Contractor shall cause all Subcontractors to perform the work in accordance with the Contract Documents. Contractor shall coordinate the work with all authorities having jurisdiction, government entities and utility companies that may be involved in the Project. Contractor shall arrange for delivery, storage, protection and security for all materials and

equipment until the materials are incorporated as part of the work and final acceptance is received. Contractor shall take all steps necessary and appropriate to enforce its agreements with Subcontractors for the benefit of the City. Contractor shall provide claims administration services, provided Contractor shall have no authority to authorize changes of any kind to the Contract Documents or to modify any deadlines for completion of work specified in the Contract Documents.

Contractor Performance: Contractor shall cause each Subcontractor to perform its work in accordance with the requirements of the Contract Documents and shall make all necessary efforts to protect the City against defects and deficiencies in the Work. Contractor shall promptly report to the City's Representative and Engineers all work that does not conform to the requirements of the Contract Documents, make recommendations regarding the acceptance or rejection of that work and advise the City and Engineers of Contractor's actions or proposed actions with respect thereto.

Means and Methods: The Contractor shall be solely responsible for construction means, methods, techniques, sequence and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations for performing in accordance with this Contract.

Meetings: Every other week, Contractor shall hold progress and coordination meetings with representatives of the City and Engineers to discuss such matters as procedures, progress, problems and scheduling. Contractor shall prepare and distribute for discussion at each meeting a two (2) week look-ahead schedule. City's Representative shall prepare and distribute minutes of each meeting promptly and no later than five (5) business days after the meeting.

Schedules: With its GMP Proposal, Contractor shall include a proposed Construction Schedule ("Master Project Schedule") reflecting the components of the work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and Project occupancy requirements, showing portions of the Project having occupancy priority. The Master Project Schedule shall be based on the bar chart (hereinafter referred to as "bar chart"), and must incorporate the Contractor's activities and those of the Contractor's subcontractors, including processing of shop drawings and similar required submittals and delivery of products requiring long lead time procurement and showing current conditions and revisions required by actual experience. No less than once each month during the Construction Services Phase of the Contract, Contractor shall update and distribute the Master Project Schedule. Contractor shall use reasonable care and all necessary efforts to cause the progress of all Work to be maintained in accordance with the Construction Schedule.

Construction Plan: Contractor shall develop and submit to the City, City's Representative and Engineers the Construction Plan, which will include a work breakdown structure based upon the approved Construction Schedule and phasing plan.

Presentations: Participate and assist in the preparation of materials for meetings of the City Commission, relevant sub-committees, and any other groups required.

Progress Reports: No less often than once each month, Contractor shall submit to the City's Representative and Engineers, a detailed Progress Report for the City's Representative's and Engineer's review and comment. The format for the Progress Report must be approved and accepted by the City's Representative and Engineers and will establish the format to be used for each subsequent monthly Progress Reports. The Contractor shall index, bind and tabulate the Progress Reports in a manner acceptable to the City. The Progress Reports shall include photos documenting the progress of the work. The photos will be 8" x 10" in size, with the date and location

noted on the back of each photo. A back-up flash drive or CD of the photos is to accompany the photographs. The Progress Reports and Project Photos are to be made as an attachment to the Monthly Application for Payment. Notwithstanding the foregoing, the City and Contractor agree that Contractor can satisfy the above reporting obligation by providing the City with access to the required information through Contractor's project management software, Procore.

Daily Log: Contractor shall keep a daily log containing a record of weather, all Subcontractor work on the site, number of workers delineated by Subcontractor and trade, work accomplished, problems encountered, material and equipment deliveries made to and received at the Project site and other similar relevant data as the City may require, and shall make a copy of the log available electronically to the City's Representative and Engineers. The Contractor shall also require all Subcontractors to provide independent daily logs of activity.

Accounting: Contractor shall maintain cost accounting records on work performed by Subcontractors under unit costs or actual costs for labor and materials, or other appropriate basis, and afford the City unrestricted access thereto.

Applications for Payment: Contractor shall develop and implement procedures acceptable to, and as directed by, the City and/or City's Representative and consistent with the procedures set forth in this Contract, for reviewing and processing Applications for Payment, which shall protect the City against payment ahead of progress (except when otherwise agreed to in writing by the City) and Contractor shall prepare a schedule of values associated with the bid packages and all work on the Project and shall submit the schedule of values for approval by Engineers and the City's Representative. All payment requests must be in accordance with the approved schedule of values.

Permits: Contractor shall obtain building permits and special permits for permanent improvements, except for permits required to be obtained by the City. Contractor shall coordinate the permitting process and verify that the general building permit and all trade permits have been obtained. In conjunction with the City, City's Representative and Engineers, Contractor shall develop a matrix showing required permits, the party responsible for obtaining each permit and the status of such permit. Contractor shall assist the City and Engineers in connection with the City's responsibility for filing documents required for the approvals of governmental entities having jurisdiction over the Project.

Quality Assurance/ Quality Control: Contractor shall develop and establish, for the City's benefit, review and approval, a Quality Assurance/Quality Control Plan (hereinafter referred to as "QA/QC Plan") in order that the standards of construction called for are met. The QA/QC Plan shall address the processes, procedures, and responsibilities for the identification, tracking and resolution of all non-conforming work. Contractor shall develop a checking and testing procedure that will ensure that all systems are adequately tested and balanced before their acceptance. Contractor shall coordinate and monitor all testing provided by others as required by all Contract Documents. Contractor shall keep an accurate record of all tests, inspections conducted, findings and test reports.

Field Questions: Contractor shall develop, in conjunction with the City procedures acceptable to the City, the City's Representative and Engineers for implementing, documenting, reviewing, and processing field questions and responses, field variance authorizations and directives, minor changes and change orders due to scope and modifications. Contractor shall cooperate with the City's Representative and Engineers to develop systems and procedures to be used by the City, Engineers, Contractor, and the Subcontractors to facilitate quick and accurate communications and to provide for an up-to-date submittal log accessible to the Project participants. Contractor shall recommend necessary or desirable changes to Engineers, City's Representative and the City, review requests

for changes submitted by Subcontractors, negotiate Subcontractor's proposals, submit recommendations to Engineers, the City and the City's Representative, and if they are accepted by the City, then prepare Change Orders for execution by the appropriate parties.

Submittals: Contractor shall prepare for review and approval a comprehensive Submittal Schedule indicating all anticipated submittals and anticipated timing of submission. The Contractor shall receive from each Subcontractor such shop drawings, product data, samples, as-built drawings and other submittals as set forth in a submittal schedule agreed to by the parties, and shall thoroughly review and approve same for conformance with the Contract Documents, and/or take other appropriate action and then submit to Engineers. Contractor shall stamp or take such other appropriate action with respect to all shop drawings, product data, samples and other submittals to verify the review and approval for conformance with the Contract Documents or other action thereon, and in the case of shop drawings, shall also review and coordinate the shop drawing to indicate field conditions, proposed Subcontractor deviations from the Contract Documents, and other requirements that affect design intent. Contractor shall transmit to Engineers all submittals recommended for approval in accordance with the Contract Documents. Contractor's stamp shall constitute its verification that, to the best of the Contractor's knowledge and belief based on its review, the submitted item conforms to the Contract Documents and is coordinated with other related work. In collaboration with Engineers and the City's Representative, Contractor shall establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples, and other submittals.

Record Documents: Contractor shall maintain at the Project site (or such other place as approved by the Owner), on a current basis: A record copy of all contracts (including this Contract and all Subcontracts), Construction Documents, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; as-built drawings; the most recent Master Project Schedule and Construction Schedule; applicable handbooks; maintenance and operating manuals and instructions; and other related documents that arise out of the contracts or the work. Contractor shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations. CMAR shall make all records available to the City's Representative and Engineer. Upon final completion (or earlier if practical), Contractor shall deliver to the City two reproducible sets of record drawings showing the "as built" condition of the Project. All Project records, including payment and accounting records, shall be made available for inspection or audit by City and/or City's Representative.

Safety: Contractor shall recommend the content of, implement, and continually monitor a safety program for the Project. Contractor shall review the safety programs developed by each of the Subcontractors as required by their Contract Documents to promote compliance and coordination with the overall safety program for the Project. Contractor shall conduct regular safety meetings pursuant to a schedule approved by the City. Contractor shall cooperate on tours of the Project site to enhance public relations and shall do so in a safe fashion and in compliance with all applicable laws.

Survey: The Contractor shall notify the City immediately upon becoming aware of any inaccuracies in any surveys describing the physical characteristics, legal limitations, and utility locations for the Project site.

Interpretations: Contractor shall consult with the City's Representative and Engineer if any Subcontractor requests interpretations of the meaning and intent of the Construction Documents and shall assist in the resolution of questions that may arise. Engineer's decisions as to the design effect intended by the Contract Documents will be final and not subject to any further proceedings, if made in good faith. The Contract Documents shall be interpreted so as to eliminate inconsistencies or conflicts, provided that in the event of a conflict, requirements for greater quantity and/or better quality shall govern.

Inspections: Contractor shall assist Engineer in conducting inspections and shall coordinate the correction and completion of all work, including non-conforming or defective work. Contractor shall prepare for the City a summary of the status of the work of each Subcontractor, listing changes in any previously issued certificates of substantial completion of the work and recommending the times within which Subcontractors shall complete uncompleted items.

Closeout phase The Contractor will coordinate Project closeout, and transition to operation, pursuant to the contract for Construction. Activities for the close-out phase include, but are not limited to:

Equipment Tests and Systems Start-up: Contractor shall be responsible for coordinating various tests for quality control on the Project: verifying that equipment tests and systems start-up are conducted in the presence of appropriate personnel; and maintain adequate records thereof.

Punch List: When Contractor considers a Subcontractor's work or a designated portion thereof to be substantially complete, Contractor shall assist City in compiling a coordinated punch list of incomplete or unsatisfactory items and a schedule for their completion.

Final Inspections: Following Engineer's issuance of a Certificate of Substantial Completion of the Project or designated portion thereof, Contractor shall evaluate the completion of the work and make recommendations to the City's Representative and Engineers when work is ready for final inspection. Contractor shall assist Engineers and the City's Representative in conducting final inspections. Contractor shall supervise and coordinate the issuance of all required certificates of occupancy or certificates of completion.

Turn Over: With Engineers, City's Representative and the City's building operator, Contractor shall coordinate, schedule and observe the checkout of utilities, operational systems and equipment for readiness and shall assist in their initial start-up, personnel training and testing. Contractor shall secure from the entities required to provide such documents and transmit to the City required warranties, guarantees, affidavits, releases, bonds, waivers and other documentation required by the Contract, in duplicate, bound and indexed by Contractor. Contractor shall collect and deliver to the City all keys, manuals, record drawings and operating and maintenance books. Contractor will coordinate with the Engineers to provide a complete project record including project manual and CAD drawings to show all construction changes, additions, and deletions compared to the Construction Documents (CAD disks will be provided to the Contractor by the Engineers).

Warranty: If any defect appears in the work within the applicable warranty period, the Contractor shall inspect the affected portions of the Project to determine the scope of the defect. Contractor shall take such action as may be required to satisfy the applicable warranty obligations. Contractor shall perform and/or coordinate all warranty work to ensure that all warranty obligations are fulfilled in a timely manner. Contractor is responsible to the City for all applicable Warranties and Guaranties.

III. CONTRACT PROVISIONS

Section 1. Period of Services

Time of Performance

This Contract shall take effect upon execution by the Parties and shall continue until Final Completion of the Work, unless terminated earlier in accordance with this Contract. Notwithstanding anything contained

herein to the contrary, the Parties agree that the Date of Commencement, Date of Substantial Completion and Date of Final Completion for the Project shall be agreed to and established in the GMP Amendment. Time is of the essence for all obligations of the Contractor under the Contract Documents.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

Compensation for Work Performed Prior To Execution of GMP Amendment. Unless otherwise agreed in writing, payments for all Work performed (including all costs associated with such Work) prior to execution of the GMP Amendment shall be made pursuant to the Preconstruction Fee Schedule, dated April 17, 2024, attached to Contractor's Proposal, which is attached hereto as Exhibit "B", and is incorporated into this Contract by this reference (the "Compensation Schedule") including payment of the respective amounts attributable to each milestone task set forth in the Compensation Schedule upon completion of each milestone task. It is understood that the method of compensation for preconstruction services is that of lump sum, which means that the Contractor shall perform all preconstruction services set forth in Exhibit "A", and in the Contract Documents, for the total Lump Sum compensation amount set forth in the Compensation Schedule, which includes all reimbursable expenses, and which is payable in the installments set forth in the Compensation Schedule.

Contract Sum and Payment for Work Performed After Execution of GMP Amendment. For the Contractor's performance of the Work after execution of the GMP Amendment, the City shall pay to the Contractor the Contract Sum in current funds as agreed in the GMP Amendment, and which includes the Cost of the Work (inclusive of Contractor's lump sum general conditions costs, and stipulated rates for Contractor's liability insurance costs, and bond costs) plus Contractor's Contingency plus Contractor's Fee with a GMP. The City and Contractor agree that the reimbursable "Cost of the Work" shall be more fully described in the attached Exhibit "D", which the parties acknowledge will be finalized at the time of execution of the GMP Amendment. Further, Contractor and City agree that for all purposes throughout this Contract, any reference to Contractor's lump sum general conditions costs, liability insurance costs, or bond costs shall mean the stipulated rates, percentages and amounts for such costs as set forth in, and determined at the time of, the GMP Amendment. For the Contractor's performance of the Work after execution of the GMP Amendment, references in this Contract to "Compensation Schedule" shall refer to the GMP Summary included in the GMP Amendment.

All Work undertaken by the Contractor before the City's execution of this Contract and issuance of a Notice to Proceed shall be at the Contractor's risk and expense.

2.2 Payment

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

Section 3. Guarantee

The Contractor guarantees to repair, replace, or otherwise make good to the satisfaction of the City any damage caused during the work agreed to under this Contract. The contractor further guarantees the successful performance of the work for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the Contract price shall be made therefore, or in the alternative, the City may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that any payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. Upon notice from the City, the Contractor shall refund by check payable within thirty (30) days to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is, and shall be, in the performance of all Work and activities under this Contract, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City. The Contractor does not have the power or authority to bind the City in any promise, agreement, or representation other than as specifically provided for in this Contract.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Work under this Contract and shall bear all losses resulting to Contractor because of bad weather, or because of errors or omissions in Contractor's bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever.

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this Contract.

5.4 E-Verification

Contractor and any of its subcontractors shall comply with Sections 448.09 and 448.095, Florida Statutes, "Employment Eligibility," including, as applicable, the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Florida Statutes shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of

the Contractor in accordance with Florida Statutes § 448.095. Contractor is liable for any additional costs incurred by the City as a result of termination of this Contract.

5.5 Scrutinized Companies

Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

If this Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

As provided in Subsection Florida Statutes § 287.135(8), if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

5.6 Nondiscrimination

Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

Section 6. Termination

6.1 Termination for Convenience

Either party upon a thirty (30) days written notice to the other party may terminate this Contract. In the event of termination, Contractor shall be paid for all services rendered to the date of termination, including all authorized reimbursable expenses. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third-party contracts.

6.2 Termination for Cause

If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the Contractor thirty (30) days written notice, and without prejudice to any other right or remedy, terminate this Contract. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional cost incurred by the City in its completion of the work.

6.3 Excusable Delays

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

Section 7. Notice

7.1 Whenever either party desires to give notice to the other, such notice must be in writing in at least one for the following methods: (a) Overnight courier, such as FedEx or UPS, with a request for receipt acknowledgment; or (b) Email addresses listed here within this section, and any subsequent email address provided by either party for purposes of notice under this Contract.

Notice for City:	City of Stuart 121 SW Flagler Avenue Stuart, FL 34994 ATTN: City Manager, City Attorney & CRA Director Email: mmortell@ci.stuart.fl.us, lbaggett@ci.stuart.fl.us & pgandhi@ci.stuart.fl.us
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Notice for Contractor:	Burkhardt Construction, Inc. ATTN: Marc Kleisley 1400 Alabama Avenue #20 West Palm Beach, Florida 33401 Email: marc@burkhardtconstruction.com
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7.2 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the CRA Executive Director, Pinal Gandhi-Savdas, 772-283-2532

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is identified hereinabove in Section 7.1.

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

8.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent third-party contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

8.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

8.4 Inspection

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Contract provisions. Rejected work will be immediately corrected by the Contractor. When the Work is substantially completed, the Contractor shall notify the City in writing that the Work shall be ready for inspection on a definite date, at least two (2) calendar days thereafter, which shall be stated in such notice.

8.5 Rights and Benefits

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

Section 9. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or subcontractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and defense costs, including, but not limited to, reasonable attorneys' fees for defense of case and fees legally owed to prevailing party, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract.

Section 10. Insurance.

10.1. Requirements

Prior to the commencement of any Work (including the pre-staging of personnel and material), the Contractor shall obtain insurance as specified in the schedules shown below. The Contractor will ensure that the insurance obtained will extend protection to all subcontractors engaged by the Contractor. As an alternate, the Contractor may require all subcontractor to obtain insurance consistent with the schedules shown below specifically for subcontractor.

Insurance will be purchased in accordance with the timing set forth in the GMP Amendment, the Contractor will not be permitted to commence work governed by the Contract Documents (including pre-staging of personnel and materials) until satisfactory evidence of the required insurance has been furnished to the City as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this Contract Documents and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not exceed deadlines specified in the contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the City, as satisfactory evidence of the required insurance either:

1. Certificate of Insurance; or
2. Certified copy of the actual insurance policy

The City, as its sole option, has the right to requires a certified copy of any or all insurance policies required by this Contract; provided however, Contractor may mark such policies or sensitive business information therein as confidential subject to Chapter 119, Florida Statutes. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of 30 days' prior notification is given to the City by the insurer.

Certificate must contain a provision for notification to the City thirty (30) days in advance of any material change or cancellation. The City, by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statement. All third-party contractors, including any independent contractors and subcontractors utilized by Contract in providing services required herein, must comply with the insurance requirements. The Contractor shall be responsible for ensuring that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above. The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates, bond, and other documentation may be cause for the annulment of the award.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the CMAR from any liability or obligation assumed under the Contract Documents or imposed by law. The City, its employees and officials will be included as "Additional Insureds" on all policies, except for Workers' Compensation and Professional Liability policies. In addition, the City will be named as an Additional Insured and Loss Payee on all policies covering City- owned property. Any deviations from these General Insurance Requirements must be requested in writing on the City prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by the City.

10.2 Insurance Limits of Liability

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the City. All companies shall have a Florida resident agent and be rated a minimum of A. as per A.M. Best Company's Key Rating Guide, latest edition.

The Contractor shall furnish certificates of insurance to the City for review and approval prior to the commencement of work governed by this contract. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Contractor. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of 30 days prior to notification is given to the City by the insurer.

Subcontractor

Prior to commencement of work governed by this Contract, Contractor will ensure that the insurance obtained will extend protection to the Work performed by all Subcontractors engaged by Contractor.

Contractor shall maintain the following coverages:

Comprehensive Commercial/General Liability:

Prior to the commencement of work governed by this contract the Contractor shall obtain Commercial/General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as minimum:

1. Each Occurrence Products and Completed Operations
2. General Liability
3. Personal Adv. & Injury
4. General Aggregate

The City of Stuart shall be listed as additional insured.

The Commercial/General Liability Insurance Policy shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or operations
- Independent Contractors

- Products and/or Completed Operations for contracts
- Broad Form Property Damage
- Personal Injury Coverage with Contractual

Exclusions removed, with minimum limits of coverage equal to those for Bodily Injury Liability and Property Damage Liability.

Comprehensive Commercial Automobile Liability:

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Commercial Automobile Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for Owned, Non-Owned, and Hired Vehicles, Employers' Non- Ownership, if applicable with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

The City, its employees and officials shall be named as Additional Insureds on all policies issued to satisfy the above requirements.

Workers' Compensation Insurance:

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes, including Chapter 440, Florida Statutes, and all applicable federal laws.

In addition, the Contractor shall obtain Employers' Liability Insurance with a limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company, or companies authorized to transact business in the state of Florida and the company, or companies must maintain a minimum rating of A-X, as assigned by the A.M. Best Company.

If the Contractor has been approved by Florida's Department of Labor, as an authorized self-insurer, the City shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program. If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor shall be required to submit updated financial statements from the fund upon request from the City.

Errors and Omissions Liability/Professional Liability. Said Insurance Policy shall be provided which contains minimum coverage limits of Five Hundred Thousand Dollars (\$500,000.00) each occurrence.

Deductibles for all required policies, and Professional Liability insurance, shall not exceed \$25,000.

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Contractor until the delivery of the completed Project and facilities to the City, and inspection and final acceptance of the entire Project by City. Title to all goods, chattel and facilities shall pass to City upon delivery and acceptance of the goods, chattel and facilities by City as evidenced in writing.

Section 11. Payment and Performance Bonds

Before Contractor commences any Work under this Contract, including but not limited to, entering into any subcontracts, purchasing or ordering any supplies, materials, or equipment and/or any construction, the Contractor shall execute and deliver to the City, and record in the public records of the County, separate payment and performance bonds, in an amount equal to the GMP for the Work being undertaken at the time. Each payment and performance bond shall be in compliance with requirements set forth in Florida Statutes § 255.05 in the amount of 100% of the Contract price. A fully authorized Surety, licensed by the State of Florida, shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City. Should the Surety become irresponsible during the time the Contract is in force, the City may require additional sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

Section 12. Public Entity Crime Act

Contractor represents that the execution of the Contract will not violate the Public Entity Crimes Act Florida Statutes § 287.133, which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN Florida Statutes § 287.017, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid hereto and may result in debarment from City's competitive procurement activities.

In addition, to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Florida Statutes § 287.133, as a public entity crime and that it has not been formally charged with committing an act defined as a public entity crime regardless of the amount of money involved and regardless of whether Contractor has been placed on the convicted vendor list.

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

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available. The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Commission. The Contractor agrees that, in the event such an appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

Section 14. General Conditions

14.1 Venue in Martin County

Jurisdiction and 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.

14.2 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.

14.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the City 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.

14.4 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 parties 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 City shall select the mediator who, if selected solely by the City, 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. The mediation shall take place within a reasonable period of time of the request by either party.

14.5 Contract Amendment

The City reserves the right to delete, add or revise locations under this proposal at any time during the Contract term when and where deemed necessary. If any locations are added or deleted from the Contract, the rate quoted shall be used to determine the adjusted Contract price.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

14.6 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 City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under Florida Statutes § 768.28.

14.8 Severability

The parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any government or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation or decision, the provision, section, sentence, word, clause or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause or combination thereof as may be valid and consistent with the intent of the parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

14.9 Entire Contract

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

Section 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 City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 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 Florida Statutes § [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.

Section 16. Patent and Copyright Indemnification

The Contractor warrants that all Deliverables and Work furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City, and defend any action brought against the City with respect to any claim, demand, cause of action, debt, or liability, except that Contractor shall not be liable or responsible for such defense or loss where the intellectual property violations are (i) contained in drawings, specifications or other documents prepared by the Project Architect, or (ii) the result of a particular design, process or product of a particular manufacturer or manufacturers required by the Contract Documents. In the event any Deliverable, Work or anything provided to the City hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights to use the item(s).

The Contractor shall not infringe upon any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

Section 17. Exhibits

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

Exhibit "A" - "Proposal as Submitted by Respondent and Accepted by City"

Exhibit "B" - "Original Request for Qualifications as Issued by City, including all Addenda"

Exhibit "C" - "Certificate of Insurance"

Exhibit "D" - "Compensation Schedule (Preconstruction)"

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

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MORTELL
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

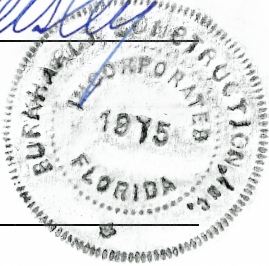
LEE J. BAGGETT, ESQ
CITY ATTORNEY

CMAR/CONTRACTOR:

(Signature)

Marc R. Kleisley

Printed Name



Vice President

Title

EXHIBIT A



RESPONSE TO RFQ 2024-400

CMAR Undergrounding & Streetscape Improvements

Submitted: February 28, 2024



Cover Letter

February 28, 2024

Alaina Knofla
Procurement Coordinator
City of Stuart
301 SE Ocean Blvd, Suite 204
Stuart, Florida 34994

RE: RESPONSE TO RFQ 2024-400 - CMAR UNDERGROUNDING & STREETScape IMPROVEMENTS

Dear Ms. Knofla and Selection Committee Members,

When selecting a Construction Manager at Risk (CMAR), finding a firm that aligns with your budget, schedule, and vision is vital. Burkhardt Construction understands the City's construction needs, prioritizing utility enhancements and streetscape beautification in the downtown core. We recognize that underground utility relocation isn't just a technical upgrade but a strategic measure to boost reliability, especially post-storms, while also enhancing downtown aesthetics. Our approach will seamlessly integrate this with the Seminole Streetscape Improvement project, ensuring operational efficiency and synergy.

Our dedication to aligning with your objectives is evident in our daily activities throughout Florida, where we have consistently enhanced external environments and existing infrastructure for over 49 years. Recognizing the initiative behind your Seminole Streetscape improvements, we aim to turn Seminole Street into a lively destination, providing residents and visitors with an inviting, pedestrian-friendly space for leisure, shopping, and dining—thus rejuvenating the downtown atmosphere. Leveraging our extensive experience, particularly in executing projects within bustling urban settings, we stand ready to share insights gleaned from numerous comparable projects, providing valuable intelligence to your advantage.

We present a proven team with substantial experience in urban revitalization, emphasizing enhancing utility infrastructure in dynamic business and pedestrian environments. This proposal illustrates how our team's expertise seamlessly aligns with your unique requirements, complemented by extensive scheduling know-how. Our dedicated and highly skilled team is poised to swiftly and economically elevate your undergrounding and streetscape improvements. Proficient in addressing challenges, mitigating risks, and minimizing impacts on local businesses, we offer cost-effective, design-preserving solutions tailored to your specific project.

Proposer's Understanding & Positive Commitment

Burkhardt Construction fully understands the scope of work for Construction Manager at Risk Services on your Undergrounding and Streetscape improvement projects. We have the necessary resources and are committed to completing all work on time or ahead of schedule and on budget.

Duly Authorized Representative for Burkhardt Construction

Marc Kleisley, Vice President
Marc@BurkhardtConstruction.com
1400 Alabama Avenue, Suite 20
West Palm Beach, Florida 33401
561.659.1400 phone | 561.659.1402 fax

We hereby acknowledge that Addenda #1-3 were issued by the City for this RFQ and have acknowledged each addendum in your online portal. Thank you for the opportunity to submit our qualifications for your review and consideration once again. We appreciate your time and look forward to serving the City's construction management needs.

Respectfully Submitted,



Marc Kleisley
Vice President / Project Principal



Company Overview

Burkhardt Construction is a privately held, regional organization operating in South and Central Florida. Our corporate headquarters is located in West Palm Beach at 1400 Alabama Avenue, Suite 20. We also maintain local and regional offices in Hollywood, Pompano Beach, and the Town of Palm Beach.

Our Mission

To provide superior customer service, timely performance, and quality workmanship to each and every one of our clients, completing each project in such a manner that, when given the choice, our clients will choose Burkhardt Construction again for their next project.

Strength & Stability

Burkhardt is proud that in our entire 49-year history, the company has successfully completed every project undertaken. Additionally, we have never filed a construction claim against any Owner and an Owner has never filed a construction claim against Burkhardt Construction, Inc.

Burkhardt Construction, Inc. is a financially stable corporation who has never had any current or past bankruptcy proceedings. Burkhardt has been set up for bonding with Western Surety Company for over 36 years. We currently have a bonding capacity of \$40,000,000 on any single project with an aggregate program of \$70,000,000. A copy of our bonding capacity can be found in [Section 4, Financial Information](#).



Company Resources

Our firm is well equipped with exceptional staff and the necessary resources to successfully deliver your project and exceed your expectations. Our 30 member staff is qualified and eligible to perform the work under applicable laws and regulations. Our staff includes project managers, superintendents, carpenters, equipment operators, laborers and support staff. [Please see Section 2, Experience / Ability of the Personnel](#) for relevant project experience for each proposed team member.

Self-Performance Capabilities

We offer the proven ability to self-perform most of the tasks required to successfully complete your improvement project. Self-performance of the work provides better quality and schedule control, which allows us to deliver finished products at reduced costs, while preserving the design intent. Should the need arise, we offer the proven ability to self-perform some of the tasks required to successfully complete your improvement project.



Firm Experience

As an industry leader specializing in urban revitalization, we have been serving clients throughout the state of Florida for over four and a half decades. Delivering an impressive revitalization



and transformation of your projects requires the type of expertise we bring to the table. Our dedication to client satisfaction and quality construction is the cornerstone of our impeccable reputation. Our value engineering and constructability review practices result in sustainable, aesthetically appealing and discernible differences in quality. We serve our clients through general contracting, design-build and construction management services. With general contractors and building contractors on our team, the City of Stuart and your residents will realize great benefit from this comprehensive construction knowledge.

Construction Management at Risk Projects

We have successfully completed over fifty (50) Construction Management at Risk projects of similar scope in the last eight years. Additionally, we have ten (10) on-going CMAR projects for municipalities in South and Central Florida. All of these projects are proceeding on schedule and on or under budget. We are currently serving the Cities of Hollywood, Hallandale Beach, Boca Raton, Pompano Beach, West Palm Beach, the Village of Wellington and Town of Palm Beach. [We have included a list of our CMAR experience on page 9.](#)

We Are 100% Committed To Safety

Throughout our 49-year history, we've utilized OSHA compliant safety standards on all projects, required our staff to continue updating their safety education practices and we strive to continuously maintain an excellent safety record. Our current Workers' Compensation experience modification rate stands at .71, which is a testament to our commitment to safety.



Our Commitment to the City

Burkhardt Construction offers the City of Stuart a complete team for your projects, all with one point of contact, Marc Kleisley, Vice President/Project Principal. Our team has strong qualifications in all of the scope areas outlined in your RFQ. We will continue to meet and exceed your expectations in successfully delivering your projects to your complete satisfaction, on time and on budget.



Over the course of our company's existence, we have focused on four major markets



INFRASTRUCTURE IMPROVEMENTS

Our team has extensive experience in managing infrastructure projects and the construction of underground utilities. Project Owners know that when they find someone they trust who provides consistent quality and value in construction management services, they want to continue to use that firm. We have provided CMAR services on infrastructure projects in some of the most demanding environments encountered in the business.



STREETSCAPE BEAUTIFICATIONS

Over the past 30+ years, Burkhardt has developed an impressive list of streetscape projects throughout Florida. We have the expertise to build, renovate, revitalize and renew streetscapes in any challenging environment, from bustling downtown business corridors to active tourist waterfronts. Our databases of historical information, best practices, contracting methodologies, and systems have been relied upon by many project Owners to complete these highly complex specialized projects on schedule, on budget - and - with the desired level of quality time after time.



PARK IMPROVEMENTS

From the inner city to the waterfront, Burkhardt has been the successful CMAR for park improvement projects for municipalities across South and Central Florida due to our outstanding performance on other projects with similar scopes. Many elements in park construction are similar to elements we've implemented in streetscape construction for the past 30 years. 100% of our workload is performed under public procurement utilizing qualification-based selection criteria.



PUBLIC SPACE IMPROVEMENTS

Our diverse public space portfolio includes Parks, Commons, Gardens, Playgrounds, Fountains, Promenades, Playing Fields, Swimming Pools, Amphitheaters, Splash Pads, Esplanades, Waterfronts, Recreational Areas, and many more ancillary facilities. Our extensive experience has afforded us intimate knowledge of the intricacies of delivering a thriving public space project.



Experience in municipal CMAR contracts in Florida

We offer the chart below to demonstrate our experience with successfully completed municipal CMAR contracts in Florida. We further detail many of these projects in [Section 1, Experience of Firm and Past Performance](#).

Project	Client	Project Cost
Construction Services		
Northwest Cultural Trail & 7th Street Streetscape	City of West Palm Beach	\$5.0 million
Town Wide Overhead Utility Undergrounding Phase I-IV North	Town of Palm Beach	\$18.5 million
Hollywood Side Street Streetscapes and Undergrounding Phases I-III	City of Hollywood	\$34.2 million
Clematis Street Streetscape Improvements Phase I-III	City of West Palm Beach	\$17.7 million
Rosemary Square Streetscape Phase I & II	Related Companies	\$19.8 million
Atlantic Boulevard Bridge & Streetscape Improvements	City of Pompano Beach	\$5.0 million
Briny Avenue Streetscape Improvements	City of Pompano Beach	\$4.2 million
Town Hall Square Fountain & Streetscape Phase I & II	Town of Palm Beach	\$6.6 million
N. Ocean Seawall Improvements	Town of Palm Beach	\$6.1 million
Mount Dora Streetscape Improvements Phase 1-3	City of Mount Dora	\$10.3 million
Wildflower Park and Silver Palm Park Improvements	City Boca Raton	\$9.0 million
South Lake Drive & Lake Drive Park Improvements	Town of Palm Beach	\$4.1 million
Kissimmee Lakefront Park - Phases I-IV	City of Kissimmee	\$34.3 million
Bradley Park Improvements	Town of Palm Beach	\$2.0 million
Sand Pine Park Improvements	City Boca Raton	\$6.7 million
Golden Isles Park & Tennis Center Improvements	City Hallandale Beach	\$11.4 million
Heart & Soul Park	City of West Palm Beach	\$3.3 million
South City Park Improvements	City Hallandale Beach	\$4.3 million
OB Johnson Park Improvements	City Hallandale Beach	\$14.8 Million
Independence Square Park Improvements	City of Maitland	\$2.5 million
BF James Park Improvements	City Hallandale Beach	\$5.0 million
Joseph Scavo Park Improvements	City Hallandale Beach	\$2.6 million
City Park - Field 21 Rehab & Improvements	Village of Wellington	\$2.5 million
Sandspur Road Trail Streetscape Improvements	City of Maitland	\$1.3 million
Dommerich Drive / Choctaw Trail Sidewalk	City of Maitland	\$1.1 million
Town Center Boardwalk	Village of Wellington	\$2.5 Million
D-4 & D-10 Pump Stations, E-6 Lift Station and Tangier Ave. Improvements	Town of Palm Beach	\$5.9 million

Awards & Recognition

2021 AMERICAN SOCIETY OF CIVIL ENGINEERS PROJECT OF THE YEAR AWARD

Northwest Cultural Trail & 7th Street Streetscape

2020 FLORIDA REDEVELOPMENT ASSOCIATION ROY F. KENZIE CAPITAL PROJECTS AWARD

Clematis Street Streetscape

2019 ASSOCIATED GENERAL CONTRACTORS OF AMERICA BUILD FLORIDA AWARD

Atlantic Boulevard Bridge Improvements

2017 ASSOCIATED GENERAL CONTRACTORS OF AMERICA BUILD FLORIDA PROJECT OF THE YEAR

Town Hall Square Memorial Fountain

2017 AMERICAN PUBLIC WORKS ASSOCIATION FLORIDA CHAPTER PROJECT OF THE YEAR (HISTORICAL RESTORATION/PRESERVATION)

Town Hall Square Memorial Fountain

2016 FLORIDA REDEVELOPMENT ASSOCIATION ROY F. KENZIE CAPITAL PROJECTS BEAUTIFICATION AWARD

B.F. James Park

2015 ASSOCIATED GENERAL CONTRACTORS OF AMERICA BUILD FLORIDA AWARD

Kissimmee Lakefront Park

2014 AMERICAN INSTITUTE OF ARCHITECTS LARGE BUILDER OF THE YEAR

2014 ASSOCIATED GENERAL CONTRACTORS OF AMERICA BUILD FLORIDA AWARD

Pompano Beach Boulevard Streetscape & Dune Enhancements

2011 AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS FLORIDA CHAPTER PROJECT OF THE YEAR

Worth Avenue Streetscape

2011 FFVA MUTUAL SAFETY ACHIEVEMENT AWARD

2011 FLORIDA TRUST FOR HISTORIC PRESERVATION FLORIDA PRESERVATION

Historic Carson Bryan House, Kissimmee

2009 ASSOCIATED GENERAL CONTRACTORS OF AMERICA BUILD FLORIDA AWARD

Barton Boulevard Streetscape

2009 FLORIDA REDEVELOPMENT ASSOCIATION ROY F. KENZIE CAPITAL PROJECTS BEAUTIFICATION AWARD

Barton Boulevard Streetscape

2008 ASSOCIATED GENERAL CONTRACTORS OF AMERICA BUILD FLORIDA AWARD

City of Hollywood Broadwalk Streetscape

2009 FLORIDA REDEVELOPMENT ASSOCIATION ROY F. KENZIE CAPITAL PROJECTS BEAUTIFICATION AWARD

City of Kissimmee Downtown Streetscapes

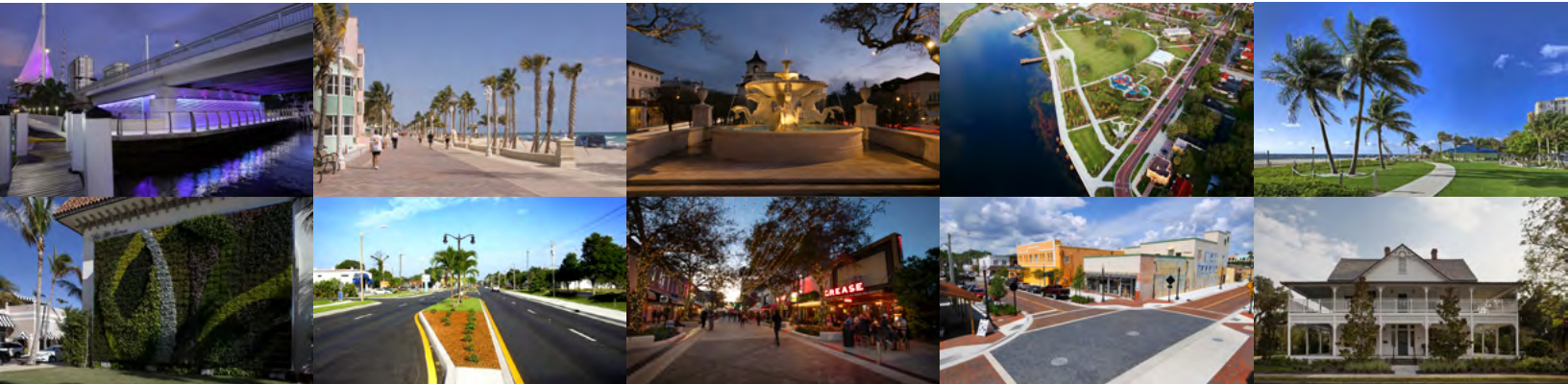




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1. Experience of Firm / Past Performance

At our core, we streetscape, public space + park experts. There is a significant difference between building a project on a closed jobsite, accessible only to construction personnel, and building a job in an environment where stakeholders expect to continue conducting business as usual and the public expects to continue strolling through.

Burkhardt Construction is an expert at the latter. As a public space contractor, we offer a wealth of knowledge and our unmatched expertise to the City of Stuart in constructing projects in active, open air pedestrian environments. In fact, we have successfully completed more than 90 Overhead Utility Undergrounding, Streetscape, Infrastructure and Public Space Improvement Projects across South/Central Florida. The common elements that these

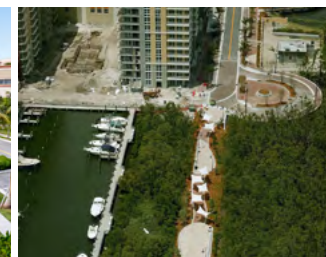
projects share are earthwork, vertical elements, playground structures, interactive fountains, pools, fitness trails, underground utilities, concrete curbs, sidewalks, roadway construction, architectural concrete, architectural precast stonework, precast concrete pavers, street lighting, striping, signage, electrical power for street vendors and events, irrigation, extensive landscaping, and outdoor furnishings.

The Burkhardt team approaches every project with a focus on quality and value optimization to ensure design requirements are met. During preconstruction, we apply our value engineering process to review the design requirements and evaluate materials to identify cost efficiencies. Throughout construction, we have a strong quality control process where every single team member plays a key role in delivering a high quality project and recognizes any application or design needs as they arise.

Please see the following pages for photographs and descriptions of six (6) similar projects our team completed under CMAR agreements on-time, on or under budget

90+

Overhead Utility Undergrounding, Streetscape, Infrastructure and Public Space Improvement Projects across South/Central Florida



1. Experience of Firm / Past Performance

Success with Cost Savings & Schedule Efficiencies

Burkhardt Construction has a history of success in achieving cost savings and scheduling efficiencies through value engineering. When asked to value engineer for a client, it is not just construction but creative solutions to construction challenges. Burkhardt clearly understands the distinct difference between true value engineering solutions and just cutting corners/quality/costs. Recommendations that remove design elements or scope generally provide little value. Through close coordination with the City and design team, we will develop effective value engineering solutions. Alongside this process, we will also use comprehensive cost history reports and preliminary estimates to create ways to save the City money while preserving the intent of your Project's design.

Value engineering is not merely construction cost-cutting. Instead, it comprises alternative methods and creative solutions that effect cost savings without compromising the project's spirit, quality, or integrity. Burkhardt Construction approaches value engineering with a depth of experience, and our management philosophy is that "no one individual holds the franchise on the great ideas." This approach fosters creativity and interaction from all levels of our organization. Throughout this process, Burkhardt will encourage subcontractors to discuss construction feasibility and current technologies available to ensure the best value for each dollar being spent on your

behalf. We will also provide input on what materials the City should directly purchase to save money on sales tax. We will provide continuous cost consultation services throughout the Project's duration, including identifying and tracking decisions that affect the scope or quality of the Project and providing ongoing updates on their cost and budget impact. During the Construction Phase, we will identify all variances between estimated and actual costs and shall promptly report such variances to the Project Team along with recommendations for action.

Success with Meeting Project Schedule & Budget

Over the past 49 years, Burkhardt Construction has developed an accurate cost-estimating system based on our history of successful infrastructure improvements and public space projects in the State of Florida. We draw on this experience and comprehensive cost history to build the most accurate estimates possible. Details are incorporated into cost estimates as they become available during the preconstruction phase, allowing our estimating team to work on cost control while still in the design phase.

Additionally, Burkhardt has delivered every Project we have managed on or ahead of schedule. Utilizing Microsoft Project and Procore, we proactively manage the project schedule. The schedule includes all phases of the construction work, material supplies, long lead time procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. We manage subcontractor schedules in our weekly job progress meetings to review and discuss each subcontractor's progress, scheduled milestones, problems, and solutions and coordinate their future work. We also distribute two-week look-ahead schedules for the City's review so everyone is on the same page simultaneously. Please see the chart below for sampling our track record with on-time and on-budget projects.

Success with Executing Projects with Multiple Parties Outside of the Control of the CM

Burkhardt Construction's proposed team brings extensive experience navigating collaborations with



Worth Avenue Streetscape Improvements

various external parties, including Local Regulatory Agencies, Governmental Entities, and utility companies. With a proven track record of completing over 90 public space, streetscape, and infrastructure improvement projects in South and Central Florida, we have honed our ability to excel in projects involving multiple stakeholders beyond our direct control. Our success in project execution is rooted in our established relationships, transparent communication practices, and unwavering commitment to understanding project objectives when interfacing with external parties.

For instance, we have cultivated strong partnerships with key entities such as FPL, AT&T, and Comcast through our involvement in over fifteen (15) overhead-to-ground conversion projects across various South Florida municipalities. Additionally, our close collaboration with esteemed engineering firm Kimley-Horn & Associates demonstrated through successful projects for the Town of Palm Beach and the Cities of Pompano Beach and Hollywood, underscores our ability to foster productive working relationships within the industry.

Leveraging our extensive experience and established connections, our team is poised to ensure the success of your project. Rest assured, with Burkhardt Construction as your construction manager, you benefit from our extensive franchise utility undergrounding expertise and a proven track record of delivering exceptional projects.

Past Success with Similar Projects in Urban Entertainment Districts

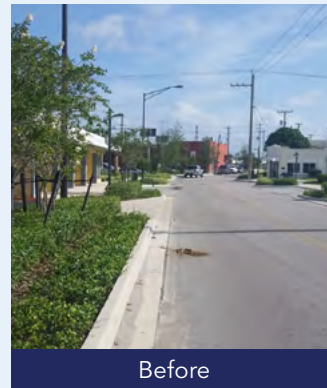
With nearly five decades of experience, Burkhardt Construction is a trusted partner in constructing similar projects across various established Florida communities. Our extensive track record includes over 49 years of serving as a construction manager for Florida municipalities and over 22 years of expertise with underground utilities. Since our inaugural overhead-to-underground conversion project in 2001 with the City of Fort Lauderdale, we have successfully completed fifteen (15) overhead-to-underground utility

projects alongside numerous streetscape improvement endeavors.

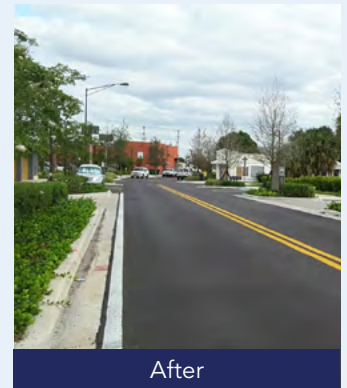
Additionally, we have effectively executed over 10 Pole Miles of Undergrounding Utilities, many of which entailed multiple miles of undergrounding utilities in active urban settings. With past successes come solutions and experience gained by overcoming challenges. We have handpicked several project scenarios to highlight our ability to overcome the difficulties associated with this type of project.

Example: Understanding Easements

Project: Old Pompano Franchise Utility Undergrounding & Streetscape Improvements



Before



After

Ensuring accurate easement layout is paramount in overhead to underground conversions. In a recent project, we encountered a challenge where the obtained easement had an 18" gap between the right of way and the private property. Despite this setback, the electrical contractor proceeded to install the pipe to the transformers within that gap. However, FPL required as-builts for confirmation before energizing the transformers. Unfortunately, FPL could not accept the as-builts due to the property encroachment resulting from the incorrect easement. As a result, the scheduled service conversions and overhead pole removal were affected. To address this issue swiftly, we promptly conducted a resurvey of the easement and engaged with the property owner. We re-recorded the easement to incorporate the 18" gap, mitigating delays.

1. Experience of Firm / Past Performance

Town of Palm Beach Overhead to Undergrounding



Example: Planning for Unforeseen Conditions

Project: Lake Towers Condominium Franchise
Utility Undergrounding



The primary goal of this project was to minimize open-cut restoration and utilize directional drilling for conduit installation. However, the site presented significant challenges due to tight conditions, and the electrical contractor encountered unforeseen rock formations, hindering directional drilling efforts. To address this obstacle, we adapted our approach by excavating the ditch to reach the rock, which proved exceptionally

hard, necessitating a jackhammer for excavation. Although no soil borings were conducted for this project, our thorough research during the early preconstruction stages allowed us to anticipate potential challenges. Throughout the bid process and budget establishment, we strategically planned for property restoration in scenarios involving rocky terrain. Had the rock not been encountered, any cost savings in restoration would have been returned to the owner.

Example: Successfully Navigating Tight Sites & Minimal Equipment

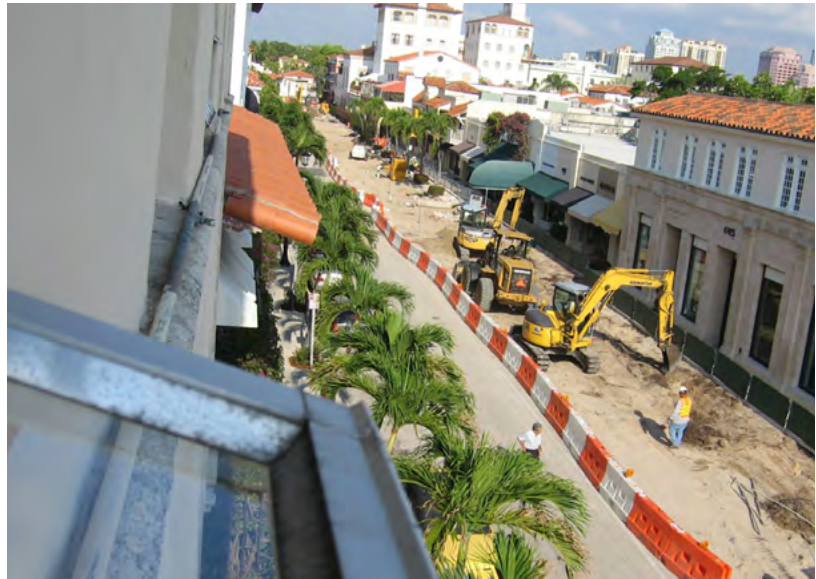
Project: Town of Palm Beach Utility Undergrounding
Phase I-IV North



This project posed unique challenges due to narrow streets and limited access. Ensuring resident's access to their homes demanded meticulous planning and consistent communication. To address this, we appointed a resident liaison, crucial in conveying daily activities to residents. Given the limited space for equipment and materials on the fully developed island's north end, the Town provided additional property on the mainland for storage. This allowed us to transport only what was necessary each day, utilizing small street ends enclosed with decorative windscreens and fences for equipment storage. Moreover, the project encountered difficulties arising from a high water table and challenging subsurface soil conditions, including rock formations. These factors made excavation and directional drilling particularly challenging. Despite these challenges, our proactive approach involved anticipating these conditions in advance, enabling us to plan and deploy the right equipment essential for the successful execution of the project.

Ability to Deal with Safety, Business Access, & Pedestrian Movement

The collage below illustrates Burkhardt's ability to deal with safety, business access, and pedestrian movement issues. The projects mentioned throughout this proposal are only made possible due to our ability to successfully manage and apply the appropriate measures and standards at all times.



1. Experience of Firm / Past Performance

Minimizing Disruption to Business Owners

Minimizing disruption to businesses is a cornerstone of our approach. We recognize that effective stakeholder communication is paramount for success. While daily communication within the project team is standard, our commitment extends to regularly notifying and updating surrounding property owners on construction progress and any necessary closures. Leveraging our extensive experience, we prioritize early identification of existing utilities and identify critical project elements early on lays the foundation for a successful and minimally disruptive project delivery.

1 Public Presentations

In our effort to ensure optimal communication, Burkhardt participates as a team member in public presentations and meetings, as necessary. This allows us to answer any questions the public may have about construction activities or phasing.



Public Presentations

2 Community Meetings

Burkhardt begins meeting with businesses, property owners and others as requested to understand their needs, peak times, peak seasons and events as well as deliveries, access, garbage pickup, etc. Our opinion is that every business within proximity to a project is our client. We need to understand them, they need to understand what has to be done and they need to stay informed. If an active association exists, we propose to begin meeting with them on a regular basis, making presentations as to design progress, phasing, sequence of operations, schedule and what they may expect.



Coffee with the Crew

3 Coffee with the Crew

Burkhardt holds a monthly "Coffee with the Crew." This is an early morning meeting where everyone may come to review plans and ask questions of our office staff and Construction Superintendents. This provides an informal one-on-one forum for questions and dialogue. We have hosted these events for over 10 years with great success! We also suggest virtual public project updates. Businesses and residents can ask questions via a designated project email prior to the meeting where we will answer these questions.



Community Meeting

EXAMPLE OF PAST SUCCESS:

Briney Avenue Overhead to Underground Utility and Streetscape Improvements



BEFORE



AFTER

We have selected the following projects to demonstrate our past success with underground and streetscape improvements. Detailed project sheets can be found on the following pages.

1. Clematis Street Streetscape Improvements Phase I-III
2. Rosemary Square Streetscape Phase I & II
3. Northwest Cultural Trail & 7th Street Streetscape
4. Town Wide Overhead Utility Undergrounding Phases 1, 2, 3 & 4 North - Phase 2 South
5. Hollywood Side Street Streetscape and Undergrounding Phases 1-3
6. South Clematis Alleyway (300 block) Streetscape / Undergrounding

1. Experience of Firm / Past Performance



Clematis Streetscape Improvements Phase 1-3, West Palm Beach, Florida

Phase I was the 300 block, Phase II included the 100 and 200 blocks and Phase III included 400 & 500 blocks. These improvements were designed to create a "curbless" street to encourage a more pedestrian friendly environment. Sidewalks were widened to provide more walking space for pedestrians and vehicular lanes were narrowed to encourage slower driving. The project included water main and storm drainage improvements, curb, roadway and sidewalk demolition, new valley gutter, new brick paver roadway and sidewalk surfaces, landscaping and irrigation. A suspended pavement system was installed underneath the sidewalk around the landscape islands to help ensure the health of the newly planted oak trees. Custom concrete benches and curbs were installed around six of these trees to provide seating in shady areas. New bike racks and trash receptacles were also installed.

ORIG. OWNER BUDGET | FINAL GMP

\$17.72 Million | \$16.33 Million

ORIG. COMPLETION | ACTUAL COMPLETION

December 2020 | December 2020



SIMILARITIES TO YOUR IMPROVEMENTS PROJECT

- + Overhead to Underground Conversion
- + Streetscape Improvements
- + Active Urban Setting
- + Successful MOT Plan
- + Coordination of multiple utilities
- + Public Space Improvements
- + Restoration of private property areas impacted by work

CLIENT REFERENCE

City of West Palm Beach
Lorenzo A. Rivero
(561) 494-1076

PROPOSED TEAM MEMBERS

Marc Kleisley, Tony Sabatino, Kevin Brennen, Christopher Quenneville

1. Experience of Firm / Past Performance



1. Experience of Firm / Past Performance



Rosemary Square Phase 1 & 2 West Palm Beach, Florida

Rosemary Square Streetscape was completed as part of a multi-phase effort to revitalize and rebrand the former CityPlace retail district in downtown West Palm Beach. This project included drainage improvements, widened and curbless sidewalks, a site wall, extensive lighting, fresh landscaping, seating/benches and new site furnishings.

A brick paver roadway featuring a three-color French pattern was installed to give this public space a European flair. The highlight of the project is the new plaza area with an interactive fountain and 26' artificial Banyan tree LED light sculpture.

ORIG. OWNER BUDGET | FINAL GMP

\$19.77 Million | \$18.97 Million

ORIG. COMPLETION | ACTUAL COMPLETION

December 2019 | December 2019



SIMILARITIES TO YOUR IMPROVEMENTS PROJECT

- + Overhead to Underground Conversion
- + Streetscape Improvements
- + Active Urban Setting
- + Successful MOT Plan
- + Coordination of multiple utilities
- + Public Space Improvements
- + Restoration of private property areas impacted by work

CLIENT REFERENCE

Related Companies
David Harrison, Vice President of
Construction & Design
(561) 570-3352

PROPOSED TEAM MEMBERS

Marc Kleisley, Tony Sabatino, CJ
Rhody, Kevin Brennen, Christopher
Quenneville

1. Experience of Firm / Past Performance





Hollywood Side Street Streetscape & Undergrounding Phases 1-3

Hollywood, Florida

Burkhardt completed Phase 1, which was a Pilot Program set by the City of Hollywood to test design and functionality of streetscaping and undergrounding of franchise utilities along six side streets between State Road A1A and the Broadwalk (Grant, Hayes, Garfield, Connecticut, Arthur and Cleveland Streets) in Hollywood, Florida. After successful completion, the City then decided to continue the Streetscape program and Burkhardt Construction is serving as CM at Risk on the streetscape of another 10 side streets.

Phase II and III of the project included extensive undergrounding of franchise utilities, drainage at A1A, roadway and sidewalk pavers, lush landscaping, irrigation, pebble mosaics, cast stone seat walls, decorative street lighting, furnishings and a custom ipé trellis.

ORIG. OWNER BUDGET | FINAL GMP

\$34.2 Million | \$28.9 Million

ORIG. COMPLETION | ACTUAL COMPLETION

January 2020 | January 2020

SIMILARITIES TO YOUR IMPROVEMENTS PROJECT

- + Overhead to Underground Conversion
- + Streetscape Improvements
- + Active Urban Setting
- + Successful MOT Plan
- + Coordination of multiple utilities
- + Public Space Improvements
- + Restoration of private property areas impacted by work

CLIENT REFERENCE

City of Hollywood
Jorge Camejo, CRA Executive Dir.
(954) 924-2980

PROPOSED TEAM MEMBERS

Marc Kleisley

1. Experience of Firm / Past Performance



1. Experience of Firm / Past Performance



Northwest Cultural Trail & 7th Street Streetscape Improvements

West Palm Beach, Florida

Burkhardt Construction successfully completed the Northwest Cultural Trail and the 7th Street Streetscape project that included undergrounding AT&T, Comcast, and FP&L along 7th Street from Division Avenue to Rosemary Avenue and along Sapodilla Avenue from 7th Street to 6th Street. Pedestrian-oriented streetscape improvements create a more walkable feel putting more emphasis on pedestrians than cars. Elements included the installation of new street lights, landscaping and irrigation, decorative site furnishings, paver sidewalks, and a custom paver symbol in the 7th Street and Henrietta Intersection. Other components of the improvements included installing a new water main and drainage system along 7th Street and a new water main in a new roadway. The project was the recipient of the 2021 American Society of Civil Engineers Florida Project of the Year award.

ORIG. OWNER BUDGET | FINAL GMP

\$5.05 Million | \$4.84 Million

ORIG. COMPLETION | ACTUAL COMPLETION

December 2020 | December 2020



SIMILARITIES TO YOUR IMPROVEMENTS PROJECT

- + Overhead to Underground Conversion
- + Streetscape Improvements
- + Active Urban Setting
- + Successful MOT Plan
- + Coordination of multiple utilities
- + Public Space Improvements
- + Restoration of private property areas impacted by work

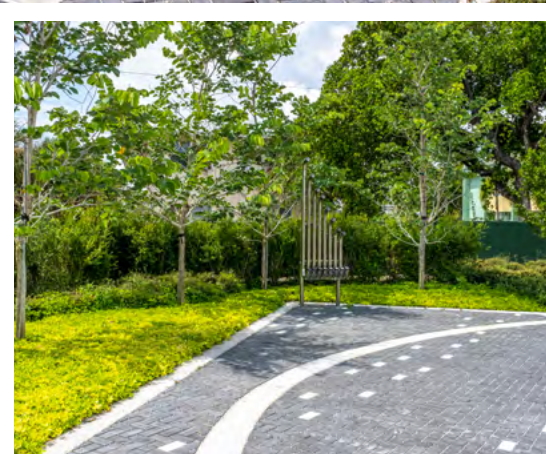
CLIENT REFERENCE

City of West Palm Beach
Lorenzo A. Rivero
(561) 494-1076

PROPOSED TEAM MEMBERS

Marc Kleisley, Tony Sabatino, Kevin Brennen, Christopher Quenneville

1. Experience of Firm / Past Performance



1. Experience of Firm / Past Performance



BEFORE



AFTER

Town-Wide Overhead Utility Undergrounding Phase I-IV and Phase II South, Palm Beach, Florida

In 2016, the Town of Palm Beach elected to embark in a landmark project of undergrounding the entire Town. This Construction Manager at Risk project is the first four (4) of eight (8) phases. The project consisted of the construction of an overhead to underground utility conversion for approx. 5.63 pole line miles of overhead electric, telephone, and cable TV utilities within the Town of Palm Beach. The work also included site restoration and municipal infrastructure improvements including water main installation, paving, grading, and street lighting. Burkhardt employed a full time resident liaison on this project to keep the residents near the site informed during construction.

ORIG. OWNER BUDGET | FINAL GMP

PHASE I-IV: \$18.5 Million | \$18.5 Million

PHASE 2: \$6.5 Million | \$6.5 Million

ORIG. COMPLETION | ACTUAL COMPLETION

January 2024 | January 2024



SIMILARITIES TO YOUR IMPROVEMENTS PROJECT

- + Overhead to Underground Conversion
- + Streetscape Improvements
- + Active Urban Setting
- + Successful MOT Plan
- + Coordination of multiple utilities
- + Public Space Improvements
- + Restoration of private property areas impacted by work

CLIENT REFERENCE

Town of Palm Beach
Patricia Strayer, PE, Town Engineer
(561) 227-7056

PROPOSED TEAM MEMBERS

Marc Kleisley, Tony Sabatino, Kevin Brennen, Christopher Quenneville

1. Experience of Firm / Past Performance



1. Experience of Firm / Past Performance



Maitland Lift Station 6 & Force Main Improvements, Maitland, Florida

Burkhardt Construction served as the CM at Risk on the successfully completed City of Maitland Lift Station #6 & Force Main Improvements project. This project was a part of a multi-project utility infrastructure upgrade through downtown Maitland. The improvements were performed on some of the busiest streets in Maitland and included work within the City and FDOT rights-of-way. Improvements to the force main included directional drilling and open-cut installation of the force main from lift station #6 to lift station #42. The project also included water main replacement with directional drill and open-cut installation on Swoope Ave. The project concluded with the restoration of the work areas including curbing, concrete sidewalks and driveway entrances, brick intersections and crosswalks, asphalt, landscape, and irrigation.

ORIG. OWNER BUDGET | FINAL GMP

\$2.55 Million | \$2.25 Million

ORIG. COMPLETION | ACTUAL COMPLETION

August 2021 | August 2021



SIMILARITIES TO YOUR IMPROVEMENTS PROJECT

- + Utility Improvements
- + Streetscape Improvements
- + Active Urban Setting
- + Successful MOT Plan
- + Coordination of multiple utilities
- + Public Space Improvements
- + Restoration of private property areas impacted by work

CLIENT REFERENCE

City of Maitland
Mark Reggentin
(407) 539-6220

PROPOSED TEAM MEMBERS

Marc Kleisley, CJ Rhody

1. Experience of Firm / Past Performance





2. Experience / Ability of Personnel

Firm Experience

As an industry leader specializing in urban revitalization, we have been serving clients throughout the state of Florida for over four and a half decades. Delivering an impressive revitalization and transformation of your projects requires the type of expertise we bring to the table. Our dedication to client satisfaction and quality construction is the cornerstone of our impeccable reputation. Our value engineering and constructability review practices result in sustainable, aesthetically appealing and discernible differences in quality. We serve our clients through general contracting, design-build and construction management services. With general contractors and building contractors on our team, the City of Stuart and your residents will realize great benefit from this comprehensive construction knowledge.

Self-Performance Capabilities

We offer the proven ability to self-perform most of the tasks required to successfully complete your improvement project. Self-performance of the work provides better quality and schedule control, which allows us to deliver finished products at reduced costs, while preserving the design intent. Should the need arise, we offer the proven ability to self-perform some of the tasks required to successfully complete your improvement project.

Company Resources

Our firm is well equipped with exceptional staff and the necessary resources to successfully deliver your project and exceed your expectations. Our 30

member staff is qualified and eligible to perform the work under applicable laws and regulations. Our staff includes project managers, superintendents, carpenters, equipment operators, laborers and support staff. [The following pages detail relevant project experience for each proposed team member including, time with company, direct applicable experience to CMAR projects, project manager experience and success managing CMAR projects.](#)

Major Clients

We have successfully completed over fifty (50) Construction Management at Risk projects of similar scope in the last eight years. Additionally, we have ten (10) on-going CMAR projects for municipalities in South and Central Florida. All of these projects are proceeding on schedule and on or under budget. We are currently serving the Cities of Hollywood, Hallandale Beach, Boca Raton, Pompano Beach, West Palm Beach, the Village of Wellington and Town of Palm Beach. [We have included a list of our CMAR experience on page 9.](#)

Key Personnel & Resumes

Burkhardt Construction commits expert services to the City of Stuart. You and your stakeholders will receive the highest quality construction services from a team composed of individuals who have successfully executed numerous streetscapes, public space and park improvement projects to the highest level.

2. Experience / Ability of Personnel

In order to ensure quality, coordination and customer satisfaction during construction, we have assembled a team who is not only experienced with projects in similar scope, but has real time experience working with local regulatory agencies as well.

All of the proposed team members detailed on the following pages have worked on similar projects and understand the unique challenges involved in overhead to underground, public space, streetscape and infrastructure improvement projects. Specifically each member is familiar with common elements that these projects share such as coastal construction, FDEP, earthwork, underground utilities, concrete curbs, sidewalks, roadway construction, architectural concrete, architectural precast stonework, precast concrete pavers, fountains/water features, street lighting and decorative lighting, striping, signage, electrical power for street vendors and events, irrigation, extensive landscaping, vertical elements and outdoor furnishings. We will put this knowledge to work for your benefit.

The executive oversight will remain the same over the course of the project. Marc Kleisley will serve as your main point of contact and Project Lead while President Vince Burkhardt will provide supervision and input as needed, as well as assume ultimate

responsibility for all contract administration. We have included a brief background and detailed information regarding each assigned staff members education, experience, expertise and past performance on their respective resumes on the following pages.

Resident / Merchant Liaison

Prior to the start of your project, we will assess the necessity of appointing a Resident/Merchant Liaison. This individual is a “non-toolbelt” wearing staff member who serves as a vital link between the project team and the community. Their role involves keeping residents and businesses informed about construction progress and promptly addressing any issues that may arise.

Our liaison is a friendly intermediary, ensuring effective communication between the construction team and affected property owners. In the event of unexpected delays or incidents, such as damage to an uncharted water service, our liaison can be promptly dispatched to visit those affected. They will explain the situation, communicate potential ramifications, and inquire how we can assist. The presence of a liaison is a key element in keeping everyone informed and satisfied.

Contact information for the liaison will be distributed to all residents at the project’s outset, facilitating accessible communication during construction hours. Additionally, the liaison will be equipped with various informational materials, including Resident Door Hangers, which were used successfully in a recent similar project, providing the community with updates and valuable information.



“Diane never stopped walking & talking to all the merchants, clients and strangers she would meet. She did an outstanding job...”

- Barbara, Resident,
Town of Palm Beach



Construction
Manager
at Risk Team

Senior Project Mgr.
Tony Sabatino

**Merchant /
Resident Liaison**

Project Manager
CJ Rhody

Assistant Project Mgr.
Kevin Brennen

Construction Field Mgr.
Christopher "CQ" Quenneville

2. Experience / Ability of Personnel



Vince Burkhardt, President/Principal in Charge

Vince is a State Certified General Contractor with 49 years of experience in the construction industry. He founded Burkhardt Construction in 1975 and has been operating under the same name, in the same location ever since. Vince is responsible for 49 years of successful, claims-free construction projects, all delivered on time and on or under budget. Vince assumes direct and ultimate responsibility for all construction administration.

Expertise to Benefit Your Project

- ✓ Leadership
- ✓ Client Satisfaction
- ✓ Zero Litigation
- ✓ Expertise as a 5th Generation SFL Builder

- > Industry Experience
49 years
- > Years with BCI
49 years
- > Education
B.S. Building Construction,
University of Florida
- > Professional Certifications & Memberships
Life Director, Associated General Contractors of America
Past President, Florida East Coast Chapter Associated General Contractors of America
Assoc. Member, American Institute of Constructors

Project Experience (Partial Sampling)

- Overhead Utility Undergrounding, Phase I-IV North**, Town of Palm Beach, \$18.5 million
- Overhead Utility Undergrounding, Phase II South**, Town of Palm Beach, \$6.5 million
- Clematis Street Streetscape Phase I, II & III**, City of West Palm Beach, \$17.7 million
- Northwest Cultural Trail & 7th Street Streetscape**, West Palm Beach, \$4.8 million
- Rosemary Square Streetscape - Phase I & II (CityPlace)**, West Palm Beach, \$19.7 million
- Sunset Park, Downtown Streetscape & Utility Improvements Phases 1, 2 & 3**, City of Mount Dora, \$10.3 million
- Pompano Beach Boulevard Streetscape & Park**, City of Pompano Beach, \$8.4 million
- Worth Avenue Streetscape**, Town of Palm Beach, \$13.1 million
- Palmetto Park Rd & Downtown Promenade Streetscape**, City of Boca Raton, \$6.7 million
- Hollywood Side Streets Streetscape & Infrastructure Phase I, II & III**, City of Hollywood, \$31.2 million
- Hollywood Broadwalk Improvements Phase I & II**, City of Hollywood, \$10.5 million
- Wildflower Park & Silver Palm Park Renovations & Improvements**, City of Boca Raton, \$8.9 million
- South Lake Drive & Lake Drive Park Improvements**, Town of Palm Beach, \$4.1 million
- Kissimmee Lakefront Park Phases I-IV**, City of Kissimmee, \$43.5 million
- Historic Bradley Park Improvements**, Town of Palm Beach, \$2.0 million
- Sand Pine Park Improvements**, City of Boca Raton, \$3.7 million
- Golden Isles Park Improvements**, City of Hallandale Beach, \$11.4 million
- South City Beach Park**, City of Hallandale Beach, \$4.3 million
- O.B. Johnson Park**, City of Hallandale Beach, \$14.8 million
- Historic Heart & Soul Park**, City of West Palm Beach, \$3.3 million
- B.F. James Park**, City of Hallandale Beach, \$5 million **LEED® Gold Certified**
- Independence Square Park**, City of Maitland, \$2.5 million
- Historic Town Hall Square Streetscape - Phases I & II**, Town of Palm Beach, \$6.6 million
- Town Center Boardwalk**, Wellington, \$2.5 million
- Atlantic Boulevard Bridge Streetscape Improvements**, City of Pompano Beach, \$5.0 million

AVAILABLE FOR YOUR PROJECT



Marc Kleisley, Vice President/Project Principal

Marc has 30 years of experience in horizontal and public space construction for municipal clients. His decades of experience and civil engineering educational background combine to offer you the highest quality management for your type of projects. Serving as your Project Principal, Marc's responsibilities will consist of coordinating, scheduling, and overseeing pre-construction and construction services from start to finish.

Expertise to Benefit Your Project

- ✓ Overhead Utility to Underground Improvements
- ✓ Leadership
- ✓ Client Satisfaction
- ✓ Public Space Improvements
- ✓ Community Outreach

- > Industry Experience
30 Years
- > Years with BCI
30 Years
- > Education
B.S. Science,
Civil Engineering
Auburn University
- > Professional Certifications & Memberships
Board of Directors, Florida
Redevelopment Assoc.

Project Experience (Partial Sampling)

- Overhead Utility Undergrounding, Phase I-IV North**, Town of Palm Beach, \$18.5 million
- Overhead Utility Undergrounding, Phase II South**, Town of Palm Beach, \$6.5 million
- Clematis Street Streetscape Phase I, II & III**, City of West Palm Beach, \$17.7 million
- Northwest Cultural Trail & 7th Street Streetscape**, West Palm Beach, \$4.8 million
- Rosemary Square Streetscape - Phase I & II (CityPlace)**, West Palm Beach, \$19.7 million
- Sunset Park, Downtown Streetscape & Utility Improvements Phases 1, 2 & 3**, City of Mount Dora, \$10.3 million
- Pompano Beach Boulevard Streetscape & Park**, City of Pompano Beach, \$8.4 million
- Worth Avenue Streetscape**, Town of Palm Beach, \$13.1 million
- Palmetto Park Rd & Downtown Promenade Streetscape**, City of Boca Raton, \$6.7 million
- Hollywood Side Streets Streetscape & Infrastructure Phase I, II & III**, City of Hollywood, \$31.2 million
- Hollywood Broadwalk Improvements Phase I & II**, City of Hollywood, \$10.5 million
- Wildflower Park & Silver Palm Park Renovations & Improvements**, City of Boca Raton, \$8.9 million
- South Lake Drive & Lake Drive Park Improvements**, Town of Palm Beach, \$4.1 million
- Kissimmee Lakefront Park Phases I-IV**, City of Kissimmee, \$43.5 million
- Historic Bradley Park Improvements**, Town of Palm Beach, \$2.0 million
- Sand Pine Park Improvements**, City of Boca Raton, \$3.7 million
- Golden Isles Park Improvements**, City of Hallandale Beach, \$11.4 million
- South City Beach Park**, City of Hallandale Beach, \$4.3 million
- O.B. Johnson Park**, City of Hallandale Beach, \$14.8 million
- Historic Heart & Soul Park**, City of West Palm Beach, \$3.3 million
- B.F. James Park**, City of Hallandale Beach, \$5 million **LEED® Gold Certified**
- Independence Square Park**, City of Maitland, \$2.5 million
- Historic Town Hall Square Streetscape - Phases I & II**, Town of Palm Beach, \$6.6 million
- Town Center Boardwalk**, Wellington, \$2.5 million
- Atlantic Boulevard Bridge Streetscape Improvements**, City of Pompano Beach, \$5.0 million

AVAILABLE FOR YOUR PROJECT

2. Experience / Ability of Personnel



Tony Sabatino, Senior Project Manager

Tony has been a project manager for Burkhardt Construction since 2004. He is a State Certified General Contractor and has 42 years of industry experience. Tony has the ability to oversee multiple, concurrent projects for the same agency. He will have the overall responsibility of communicating operational plans and activities with City staff and will coordinate the flow of information for our team, as well as your residents. This includes scheduling and logistics plans, public notices and contract administration.

Expertise to Benefit Your Project

- ✓ Leadership
- ✓ Client Satisfaction
- ✓ Public Space Improvement
- ✓ Overhead Utility to Underground Improvements
- ✓ Community Outreach

- > Industry Experience
43 Years
- > Years with BCI
20 Years
- > Education
A.S. Applied Science
Youngstown State Univ.
- > Professional Certifications & Memberships
Certified General
Contractor State of Florida
OSHA10-Hour
OSHA 30-Hour
NPDES Certification

Project Experience (Partial Sampling)

- Overhead Utility Undergrounding, Phase I-IV North, Town of Palm Beach, \$18.5 million
- Overhead Utility Undergrounding, Phase II South, Town of Palm Beach, \$6.5 million
- Clematis Street Streetscape Phase I, II & III, City of West Palm Beach, \$17.7 million
- Historic Town Hall Square Streetscape - Phases I & II, Town of Palm Beach, \$6.6 million
- North Ocean Boulevard Seawall Replacement, Town of Palm Beach, \$6.1 million
- Rosemary Square Streetscape - Phase I & II (CityPlace), West Palm Beach, \$19.7 million
- Pompano Beach Boulevard Streetscape & Park, City of Pompano Beach, \$8.4 million
- South Lake Drive & Lake Drive Park Improvements, Town of Palm Beach, \$4.1 million
- Historic Bradley Park Improvements, Town of Palm Beach, \$2.0 million
- Town Center Boardwalk, Wellington, \$2.5 million
- Palmetto Park Rd & Downtown Promenade Streetscape, City of Boca Raton, \$6.7 million
- Peruvian Avenue Streetscape & Infrastructure Improvements, Town of Palm Beach, \$1.2 million
- Briny Avenue Undergrounding & Streetscape Improvements, City of Pompano Beach, \$5.0 million
- A39 to A7 Force Main Replacement, Town of Palm Beach, \$11.4 million
- D-4 & D-10 Stormwater Pump Station Construction, Town of Palm Beach, \$5.9 million
- D-15 & D-6 & D-7 Stormwater Pump Station Construction, Town of Palm Beach, \$4.9 million
- Old Pompano Utility Undergrounding & Streetscape, City of Pompano Beach, \$5.5 million
- 7th Street Streetscape, City of Fort Pierce, \$1.6 million
- Downtown Kissimmee Streetscapes, City of Kissimmee CRA, \$4.8 million
- Moore's Creek Linear Park, City of Fort Pierce, \$5.4 million
- Indian River Drive Streetscape, City of Fort Pierce, \$1.5 million

AVAILABLE FOR YOUR PROJECT



CJ Rhody, LEED AP Project Manager

CJ has been a project manager for BCI since 2010. He excels with his attention to detail, proficiency with construction management software and ability to communicate, particularly with subcontractors and keeping all parties informed of progress and minimizing any inconvenience caused by road closures or construction. CJ's duties will consist of securing permits, scheduling inspections, reviewing submittals, reviewing plan changes and updating the plan log, preparing job progress meeting agendas and notes, preparing MOT plans and submittals, monthly pay applications and preparing close-out documents.

Expertise to Benefit Your Project

- ✓ Overhead Utility to Underground Improvements
- ✓ Client Satisfaction
- ✓ LEED Projects
- ✓ Public Space Expertise
- ✓ Communication

- > Industry Experience
14 Years
- > Years with BCI
14 Years
- > Education
B.S. Building Construction
University of Florida
- > Professional Certifications & Memberships
OSHA10-Hour
OSHA 30-Hour

Project Experience (Partial Sampling)

Rosemary Square Streetscape Phase II, West Palm Beach, \$13.29 million

Rosemary Square Streetscape Phase I, West Palm Beach, \$6.1 million

Palmetto Park Road & Downtown Promenade Streetscape, City of Boca Raton, \$6.7 million

Ft. Maitland Park Improvements, City of Maitland, \$1.6 million

Sandspur Road Trail Improvements, City of Maitland, \$1.3 million

Dommerich Drive/Chocotaw Trail, City of Maitland, \$1.0 million

Independence Square, City of Maitland, \$2.4 million

US Highway 17-92 Utility Improvements & Lift Station #6 Force Main Replacement, City of Maitland, \$4.3 million

Kissimmee Lakefront Park Phase IV, City of Kissimmee, \$12.7 million

Kissimmee Lakefront Park Phase III, City of Kissimmee, \$11.5 million

Kissimmee Lakefront Park Phase II, City of Kissimmee, \$11.7 million

Kissimmee Lakefront Park Phase I, City of Kissimmee, \$7.6 million

Toho Square Streetscape & Utility Improvements, City of Kissimmee, \$3.6 million

Beaumont Avenue Streetscape, City of Kissimmee, \$1.5 million

North Ocean Boulevard Seawall Replacement, Town of Palm Beach, \$6.1 million

D-4 & D-10 Stormwater Pump Station Construction, Town of Palm Beach, \$5.9 million

D-15 & D-6 & D-7 Stormwater Pump Station Construction, Town of Palm Beach, \$4.9 million

AVAILABLE FOR YOUR PROJECT

2. Experience / Ability of Personnel



Kevin Brennen, Assistant Project Manager

His attention to detail, proficiency with CM and other software as well as his strong communication and organization skills sets him up for success time and time again. Additionally, Kevin is responsible for the implementation of BCI's Safety Program and training employees on the latest industry safety standards. He provides daily support and oversight to staff and is responsible for the enforcement of the OSHA Safety Standards for Construction.

Expertise to Benefit Your Project

- ✓ Client Satisfaction
- ✓ Municipal/CMAR Improvement Projects
- ✓ Safety
- ✓ Overhead Utility to Underground Improvements

- > Industry Experience
7 Years
- > Years with BCI
7 Years
- > Education
B.A. Criminology University of South Florida
- > Professional Certifications & Memberships
OSHA10-Hour
OSHA 30-Hour
NPDES Certification
Kevin is also the Safety Director for Burkhardt

Project Experience (Partial Sampling)

Overhead Utility Undergrounding, Phase I-IV North, Town of Palm Beach, \$18.5 million

Overhead Utility Undergrounding, Phase II South, Town of Palm Beach, \$6.5 million

Rosemary Square Streetscape Phase II, West Palm Beach, \$13.29 million

Rosemary Square Streetscape Phase I, West Palm Beach, \$6.1 million

Northwest Cultural Trail & 7th Street Streetscape, West Palm Beach, \$4.8 million

A6 Wastewater Pump Station Improvements, Town of Palm Beach, \$2.08 million

South Lake Drive Watermain Replacement, Town of Palm Beach, \$1.6 million

Australian Avenue Watermain Replacement, Town of Palm Beach, \$1.6 million

Clematis Street Streetscape Phase I, City of West Palm Beach, \$2.4 million

Clematis Street Streetscape Phase II, City of West Palm Beach, \$7.3 million

Clematis Street Streetscape Phase III, City of West Palm Beach, \$8.0 million

South City Beach Park, City of Hallandale Beach, \$4.3 million

O.B. Johnson Park, City of Hallandale Beach, \$14.8 million

Hollywood Side Streetscape & Infrastructure Phase 3, City of Hollywood, \$13.9 million

Hollywood Festoon Lighting, Streetscape, Closed Circuit Cameras, City of Hollywood, \$1.1 million

AVAILABLE FOR YOUR PROJECT



Christopher "CQ" Quenneville, Construction Field Mgr.

CQ has been an invaluable member of the Burkhardt family team since 1993. Before joining Burkhardt, CQ was self-employed as a carpenter. He has managed crews on many park and public space improvement projects from Mount Dora to Miami. As Construction Field Manager on your project, CQ's duties will consist of managing subcontractor superintendents and self-performing work crews, day-to-day scheduling, coordinating material deliveries, daily safety inspections, and providing feedback on constructability and maintenance of traffic.

Expertise to Benefit Your Project

- ✓ Overhead Utility to Underground Improvements
- ✓ Client Satisfaction
- ✓ LEED Projects
- ✓ Public Space Expertise
- ✓ Communication

- > Industry Experience
14 Years
- > Years with BCI
14 Years
- > Education
B.S. Building Construction
University of Florida
- > Professional Certifications & Memberships
OSHA10-Hour
OSHA 30-Hour

Project Experience (Partial Sampling)

Worth Avenue Streetscape, Town of Palm Beach, \$13.1 million

Rosemary Square Streetscape Phase II, West Palm Beach, \$13.29 million

Rosemary Square Streetscape Phase I, West Palm Beach, \$6.1 million

Clematis Street Streetscape Phase I & II, City of West Palm Beach, \$9.7 million

Boynton Beach Boulevard Extension & Promenade, City of Boynton Beach CRA \$8.8 million

Pompano Beach Boulevard Streetscape, City of Pompano Beach, \$8.4 million

Overhead Utility Undergrounding, Phase 1-North, Town of Palm Beach, \$4.8 million

Town Hall Square Streetscape - Phases I & II, Town of Palm Beach, \$6.3 million

Northwest Cultural Trail & 7th Street Streetscape, West Palm Beach, \$4.8 million

Sunset Park, Downtown Streetscape & Utility Improvements Phases 1, 2 & 3, City of Mount Dora, \$10.3 million

Palmetto Park Road & Downtown Promenade Streetscape, City of Boca Raton, \$6.7 million

Briny Avenue Streetscape Improvements, City of Pompano Beach, \$4.2 million

MerryPlace Streetscape & Infrastructure Improvements, City of West Palm Beach, \$9.9 million

10th Ave North Streetscape & Infrastructure Improvements, City of Lake Worth CRA, \$8.7 million

6th Ave South Streetscape & Infrastructure Improvements, City of Lake Worth CRA, \$8.2 million

Bradley Park Improvements, Town of Palm Beach, \$2.0 million

Heart & Soul Park, West Palm Beach, \$3.3 million

Downtown Streetscape Improvements Phase 2, City of Mount Dora, \$3.3 million



3. Technical Approach

Burkhardt Construction is dedicated to providing comprehensive CMAR services for your Undergrounding and Streetscape improvements project as developed by Kimley-Horn and Associates. Our commitment involves overseeing private property restoration, demolishing existing systems, managing local traffic, and creating detailed Maintenance of Traffic Plans during undergrounding and streetscape enhancements. Throughout the preconstruction phase, we will actively participate in design meetings, conduct thorough constructability reviews, and prepare comprehensive bid packages. As your CMAR during construction, we will proficiently handle procurement, subcontract work, site safety,

construction scheduling, cost control, inspections, and project closeout coordination. Furthermore, we pledge to collaborate with third-party entities and utilities to facilitate seamless project execution and minimize potential disruptions. We are committed to these projects and ready to offer strategic intel from relevant projects with similar scopes to achieve all of your project goals. The City of Stuart can expect to benefit from having a proven team with significant expertise and scheduling aptitude to successfully and economically complete your projects in a timely manner.

The Burkhardt Team uses our acquired knowledge to tackle challenges quickly and mitigate potential impacts to residents and businesses to create cost-effective, design-preserving solutions best suited for your projects. **There is a big difference between building a project on a closed job site, accessible only to construction personnel, and building a job in an environment where residents and businesses expect to continue operating as usual. Burkhardt Construction is an expert at the latter.**

As a public space contractor, we offer the City our unmatched expertise in active environments. Our approach and methodology outlined shall allow your projects to proceed smoothly, with minimal impact on businesses, residents, the public, and any surrounding projects. **Our experience on dozens of similar projects means we are already ahead of the learning curve, translating into realized cost savings for the City.**



Technical Approach to Achieving Multiple Bids from Major Subcontractors Through a Competitive Bidding Process Approach

1



PUBLICLY ADVERTISE OPPORTUNITY TO SUBCONTRACTORS

Burkhardt will assist with developing and making recommendations for bidding criteria, schedules, and information and shall develop bidders' interest in the project through public advertisement. We will place an Invitation to Bid (ITB) advertisement in a local newspaper with general circulation for a minimum of two (2) consecutive weeks. This ITB informs subcontractors of the opportunity to prequalify for the upcoming project. At the City's request, we can place additional ads. Only those bidders qualified (or prequalified) by the CMAR shall be deemed responsible and invited to bid on the project.

2



PREQUALIFY SUBCONTRACTORS WITH QUESTIONNAIRE

Our team will use a prequalification questionnaire to qualify contractors who wish to bid on your project. The questionnaire will ask contractors to address items such as: bonding capacity, litigation history, insurance requirements, current workload, demonstration of adequate personnel and equipment available to properly perform the scope of work within the scheduled time for completion, number of full-time employees, and other items that we deem necessary to maintain a substantial contracting pool with which to issue bid packages. Additionally, we require contractors to have significant experience completing an equivalent level of work on similar projects.

Burkhardt will respond to any questions contractors may have and then create a list of prequalified bidders, at least three (3) firms per scope of work, and review them with the City to determine if a larger pool is needed. Upon review of the prequalified subcontractors, the City has the right to reject any subcontractor proposed for any bid to be considered by Burkhardt. All Subcontractors are required to provide a "Business Tax Receipt" appropriate for the location of the work and a "Certificate of Competency / License" for their trade when applicable.

3



QUANTITY SURVEY & DEVELOP BID PACKAGE

Burkhardt will conduct quantity surveys on the 90% construction plans to formulate scopes of work for each trade. Our team will then develop, tailor, and assemble bid packages for each trade division based upon the scopes of work identified from the 90% construction documents. Bid packages will include the construction documents specifying all terms and conditions applicable to the work to be performed by each subcontractor and be available to the prequalified bidders, the design team, and the City.

Bid packages typically include the following items:

- Electrical/Street Lighting
- Brick Paver Installation
- Concrete Flatwork / Curb work
- Sitework/Paving
- Installation of Furnishings
- Vertical Construction Elements
- Underground Utilities (Water/Sewer/ Storm Drainage)

SEND ITB TO PREQUALIFIED SUBCONTRACTORS

Once bid packages are complete, we will use Procore, our cloud-based construction management software, to issue bid packages to all qualified contractors. An ITB will be provided to the prequalified firms to submit written, sealed bids based on drawings/specifications. As appropriate, we will conduct a prebid conference with all prospective bidders for that portion of work. We will publicly open bids at the location, date, and time named in the ITB and ensure they are complete and acknowledge any and all addenda.

4



TABULATE BIDS & MAKE RECOMMENDATIONS

Once completed bids are received, Burkhardt will prepare bid comparison sheets, listing the participating subcontractors and the scope they bid on. Our team will then review bids with the design team for responsiveness and investigate the responsibility of bidders before delivering a written recommendation to the City about the award or rejection of any bid(s) for each subcontract. We will also conduct post-bid meetings with individual contractors to confirm scope coverage and where necessary, create a scope coordination matrix to avoid any overlap or gap.

5



Burkhardt evaluates all applicable alternates referenced in the contract documents and ensures that each bid was in accordance with the bid package criteria. Potential risks that could result in additional costs are identified and accounted for in the GMP. Burkhardt will not consider any unauthorized substitutions contained in the bid. Additionally, Burkhardt will participate in investigating any subcontractor or material supplier at any tier and recommend approval or disapproval thereof. Should a material supplier be rejected, our team will recommend an alternative.

AWARD WORK TO THE LOWEST QUALIFIED BIDDERS

Burkhardt will enter into subcontracts with the qualified firms that submit the lowest responsive and responsible bid. We will maintain records of all pre-award interviews with the apparent low bidders. Our standard subcontract agreement will be made available to the City for review and acceptance before being issued and executed with each subcontractor.

6



Overall Approach to Performing the Work through the Entire Preconstruction and Construction Processes





Technical Approach to the Preconstruction Phase

Our approach to the preconstruction phase of your projects was crafted from our years of experience on dozens of similar improvement projects. While the design team is modifying and finalizing the drawings, our preconstruction activities may include:

- ✓ **Conduct a kick-off meeting** with City staff, the public and residents to introduce the construction team, inform them as to schedule and sequence and answer questions from the public and stakeholders along the corridor
- ✓ **Establish** project goals / milestones
- ✓ **Master schedule** with project milestone and important timelines
- ✓ **Prepare and implement** cost management and quality control plan
- ✓ **Establish** procedures / guidelines / rules / regulations per owner's specifications
- ✓ **Design and implement** a project-specific safety/security program
- ✓ **Communication measures:** set team point of contact and 24/7 contact list
- ✓ **Identify opportunities** for sustainability options when appropriate
- ✓ **Review and coordination** of the proposed work that the architect, engineer and/or the owner prepare for the project, within the existing site conditions.
- ✓ **Submit** appropriate cost and savings programs (value engineering), suitability of materials and equipment and schedule of construction to the architect, engineer and owner for consideration
- ✓ **Coordinate** competitive bidding and contracting for trade subcontractors.
- ✓ **Calculate and provide** a GMP for the project
- ✓ **Provide** a preliminary construction schedule

- ✓ **Attend all required meetings** necessary to facilitate the project
- ✓ **Provide Performance and Payment Bonds** for the full value of the GMP for the project
- ✓ **Prepare a master list of names and phone numbers** for distribution to the City and residents



Technical Approach to the Construction Phase

Much like our preconstruction process, Burkhardt's approach to the construction phase of your projects was developed using lessons learned from completing over 90 similar improvement projects. Once the site is mobilized, our team will move forward with our construction activities, in some cases continuing any overlapping activities from the previous phase. Construction activities may include:

- ✓ **Produce a preconstruction video** to document existing conditions
- ✓ **Conduct weekly job progress meetings** with City staff, Burkhardt Construction, active subcontractors, design professionals and a resident representative
- ✓ **Setup and manage the construction site**, which includes setting up the safety perimeter, and project office for the administration and supervision of the project
- ✓ **Keep written minutes of all meetings, decisions and discussions** pertaining to this project and submit copies of same to the City and/or City designees for archiving within 48 hours of said meeting
- ✓ **Prepare shop drawings, RFI's and other documents** necessary to accomplish the work
- ✓ **Develop a system** for cost control
- ✓ **Develop and manage** the pay application, including coordination with the design staff and City personnel

3. Technical Approach

- ✓ **Provide the means and methods** of construction
- ✓ **Hold a monthly "Coffee with the Crew"** opportunity for residents to meet with us for updates and questions
- ✓ **Establish and maintain the construction schedule** including identifying variances, delays or early completion of tasks, and the maintenance of the schedule
- ✓ **Involve and work with** City staff, police, fire and emergency rescue to develop maintenance of traffic, emergency access, evacuation routes and hurricane preparedness plans
- ✓ **Apply for, obtain, coordinate and pay** for all permits, inspections and tests
- ✓ **Perform or cause to be performed**, all required remedial work identified through the inspection process and at the direction of the City's internal appointed project manager
- ✓ **Provide jobsite safety and security**
- ✓ **Coordinate and ensure compliance** with all contract and insurance requirements
- ✓ **Put measures in place** to ensure overall construction quality
- ✓ **Maintain written project progress records** and provide written reports of project progress and status relating to budget, progress payments, change orders, performance and schedule adherence to be included in monthly owner report
- ✓ **Prepare and submit to City a monthly summary of the project**, including aerial progress photos, job meeting notes, schedule updates, budget updates and application for payment
- ✓ **Coordination** of grants (if applicable)
- ✓ **Provide continuous monitoring and inspection of work** to determine progress and conformance with design documents and documenting same
- ✓ **Create, maintain, and present Schedule of Values** for the project
- ✓ **Coordinate Construction Management Services**, including, but not limited to:
 - Regular job site meetings



Coffee with the Crew

- Maintaining and updating schedules
- Maintaining quality control
- Overseeing quality assurances
- Maintaining and providing copies of all contract documents
- Insuring compliance with all safety programs
- Coordination of all construction
- Coordination of all on-site administration

As the project progresses along, we will enter the warranty and closeout phase. Our team will work diligently to ensure a quality product is delivered and there is a smooth transition upon project delivery. Warranty and closeout activities can include, but are not limited to:

- ✓ Develop, plan coordinate and assist in the start-up testing and certification of any building systems and equipment replaced and/or affected by construction
- ✓ Plan w/ end users/assist with move-in
- ✓ Provide close-out manuals
- ✓ Warranty
- ✓ Equipment test and systems start-up
- ✓ Punchlist

- ✓ Final inspection
- ✓ Project turn over
- ✓ Provide project close-out coordination
- ✓ Provide certificate of completion and all documents of record to City staff and/or consultants for archiving

Technical Approach to Using CMAR to Achieve Lower Bids

As a construction company employing the CMAR approach to achieve lower bids, we implement several strategic approaches. By integrating our services early in the process, leveraging our expertise in cost estimation and value engineering, and promoting a competitive and transparent bidding environment, we collectively maximize the potential for achieving lower bids without compromising the quality of the construction project.

Early Involvement in the Design Phase

By engaging our CMAR services at the onset of the design phase, the City can tap into our expertise and extensive experience. Our team will work closely with the City and the design team to pinpoint valuable value engineering opportunities, thereby reducing project costs while upholding quality standards.

Cost Estimation and Procurement Planning

Our team leverages our skills in accurate cost estimation during the preconstruction phase and develop a comprehensive procurement plan in collaboration to ensure competitive bidding among multiple qualified subcontractors.

Guaranteed Maximum Price (GMP)

Burkhardt has an extensive database of cost data on both park and streetscape improvement projects, allowing us to forecast construction budgets accurately at an early stage of plan development. When plans are 90% complete, they are submitted to prequalified subcontractors for competitive quotes. Bids are collected and evaluated for best options and value, as well as compared to our in-house historical costs.

Subcontractor bids are compiled to formulate the Guaranteed Maximum Price (GMP). The bound GMP shall be presented to the City for review, comment, discussion, and approval and contains virtually every piece of paper relative to the preparation of this document. Every subcontractor bid, every vendor price, every quantity survey, every note, every sub-bid analysis, spreadsheet compilations, public advertisements, and addenda are all included. Using this process, we get a competitive GMP that accurately reflects current market conditions. This process shall allow the City to convey the most competitive prices and the highest quality subcontractors with the best value. Adherence to GMPs on past projects is evidenced by the fact that every one of our CMAR projects has been delivered on or under budget.

A complete GMP will include:

- > Document List (drawings, specifications, other documents)
- > Schedule
- > Quantity surveys completed via on-screen takeoffs with color coding
- > Subcontractor prequalification questionnaire
- > Public advertisement for sub-bids
- > List of qualified subcontractors
- > Bid packages
- > Instructions to bidders
- > Bid forms
- > Prebid meeting information or notes
- > Addenda issued during bidding process
- > Subcontractor bids and analysis for like comparison
- > Recommendations as to best value subcontractors and material suppliers
- > Follow up pre-award conferences to review subcontractor completeness of scope and price
- > Identify and assign values to potential Owner Furnished Contractor Installed (OFCI) items
- > Letter Identifying scope (%) to be performed by Burkhardt, if any
- > Schedule of Values (Complete spreadsheet)

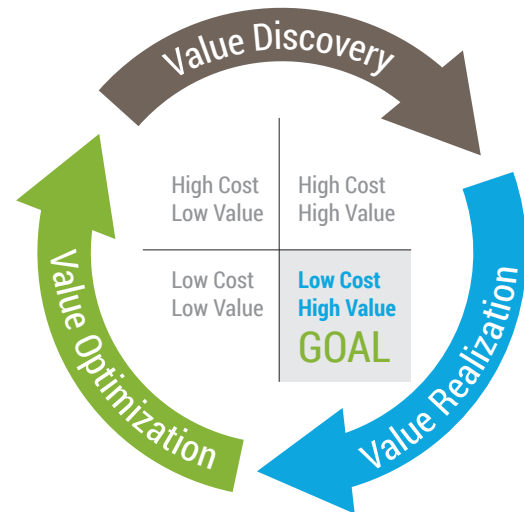
3. Technical Approach

showing total project scope, quantities, unit prices, contingencies,

- > Guaranteed Maximum Price Summary
- > CMAR general conditions/requirements, Management Team and Construction Manager fee (Overhead & Profit)
- > Qualifications and Clarifications
- > Direct Construction Costs Itemized Summary
- > Recognized Sales Tax Savings
- > Value Engineering Items
- > Allowances
- > Executive Summary

Value Engineering

Value engineering is not merely construction cost-cutting. Instead, it comprises alternative methods and creative solutions that effect cost savings without compromising the spirit, quality, or integrity of the Project. Burkhardt approaches value engineering with a depth of experience and our management philosophy of “no one individual holds the franchise on the great ideas.” This approach fosters creativity and interaction from all levels of our organization. When we are asked to value engineer for a client, it is not just construction but creative solutions to construction challenges. Burkhardt clearly understands the distinct difference between true value engineering solutions and just cutting corners/quality/costs. Recommendations that remove design elements or scope generally provide little value. Through close coordination with the City and design team, we will develop effective value engineering solutions. Alongside this process, we will also use comprehensive cost history reports and preliminary estimates to create ways to save the City money while preserving the overall design intent. We encourage subcontractors to discuss construction feasibility and current technologies to ensure the best value for each dollar spent on your behalf. When necessary, our project managers and superintendents will offer their expertise on potential material substitutions to help you determine suitable alternatives to meet your Project’s design and budget requirements. We will provide continuous cost consultation services throughout the Project,



including identifying and tracking decisions that affect the scope or quality of the Project and providing ongoing updates on their cost and budget impact. We will advise the Project Team immediately if we have reason to believe that construction costs are exceeding the most current budget reports or not meeting the City’s schedule requirements. We also recommend reasonable strategies for bringing the Project cost and schedule in line.

Technical Approach to Staying on Budget and on Schedule

History of Schedule & Budget Compliance

Burkhardt Construction is committed to delivering the highest quality projects, on time and on or under budget. In fact, as a testament to our commitment, 100% of the projects we’ve undertaken have been delivered on or ahead of schedule and on or under budget.

IN THE PAST 10 YEARS

93%
of projects
UNDER BUDGET

100%
of projects
ON BUDGET

Cost Control Methods

Over the past 49 years, Burkhardt Construction has developed an accurate cost estimating system based on our history of successful public space projects in the State of Florida. We draw on this experience and comprehensive cost history to build the most accurate estimates possible. Details are incorporated into cost estimates as they become available during the preconstruction phase, allowing our estimating team to work on cost control while still in the design phase.

Accurate Cost Accounting

By providing preliminary cost estimates at different design development stages we can quickly establish if the budget is consistent with and sufficient to support the City's desired design elements. We will provide Estimate of Cost (EOC) reports at the required stages of completion. The Estimate of Cost reports for the design development and construction documents phases shall be detailed estimates, (at 60% and 90% respectively) derived from quantity surveys based on unit prices for labor, materials, overhead and profit, organized in current Construction Specifications Institute Division (CSI) format for each portion of the Work.

We will advise the City and the Architect if the EOC may exceed the Project Budget and make recommendations for corrective action. These cost estimates are derived from our extensive, real world,

in-house database of construction costs derived from successfully completing over 90 streetscape, public space and park projects in South/Central Florida.

Burkhardt provides quantity surveys, in-house database of unit costs, assumptions and recommended contingencies without reaching out to the qualified subcontractor pool for these early construction cost estimates. Our team will be responsible for preparing and updating all procurement and construction cost estimates and distributing them throughout the duration of the Project.

At 30% or 60% design development drawings, there are still a sufficient number of undefined items. At this point it isn't in the City's best interest to put the plans on the street and "poison the well" as to obtaining accurate pricing and completeness of the documents. At 90% completion of the drawings the scope of work will be publicly advertised and bid. The GMP will then be developed.



Procore & Microsoft Project

Procore, one of the industry standards in project management and cost control, provides us with the ability to have 24/7 access to current project information and continuous communication and collaboration



3. Technical Approach



across the team. Not only is this an effective cloud based project management tool, but it centralizes project information and other applications as well. Due to MS Project and Primavera’s ability to integrate with Procore, we are able to easily view daily tasks and Gantt charts within Procore with automated distribution of weekly look-ahead and resource schedules. **We truly have a central portal to manage the project more efficiently - allowing for better control over project costs and timelines. Integrated construction software can lessen costly delays and affords good communication, enabling the field team to work to their maximum potential and avoid costly mistakes.** Moreover, with all relevant data centralized and more accessible, our project managers can deal with important issues as they arise. For instance, we can minimize the risk of a project cost overrun and deal with costly project pitfalls before they arise.

Detailed Budget Report

We will provide continuous cost consultation services throughout the Project, including identification and tracking of decisions that affect the scope or quality of the Project and providing ongoing updates on their cost and budget impact. We will advise the Project Team immediately if we have reason to believe that construction costs are exceeding the most current budget reports or not meeting the City’s schedule requirements and recommend reasonable strategies for bringing the Project cost and schedule in line.

Weekly Project Meetings

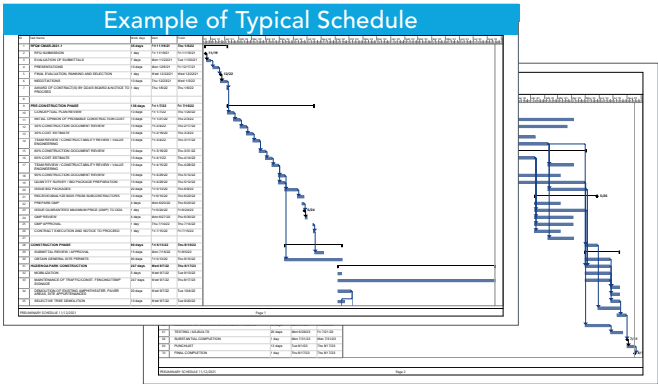
As stated in the previous section, weekly progress meetings are the most crucial vehicle in keeping the project on schedule, and keeping a project on schedule is

essential to cost control. Weekly progress meetings also allow the team to explore new cost-saving opportunities and discuss potential issues that could impact cost so that we mitigate them before they arise.

Scheduling

Burkhardt uses Microsoft Project as our CPM / Bar Chart scheduling software. The schedule will be created and maintained in accordance with the Owner’s Specifications. Should the Owner specify a particular format and / or software, Burkhardt is ready to adapt. Our team will review the Subcontractors current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the our work to the work of our Subcontractors and suppliers. This will allow the development of construction to progress in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lead time procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements.

Every CMAR project Burkhardt has ever undertaken has been delivered on or ahead of schedule. We proactively manage subcontractor schedules in our weekly job progress meetings to review and discuss each subcontractors progress, their scheduled milestones, their problems, solutions and to coordinate their future work. We also distribute two-week look ahead schedules for the City’s review, so everyone is on the same page simultaneously.



Sampling of Schedule & Budget Compliance

Project	GMP	Actual Cost	Cost Savings	Preconstruction Services Duration from NTP to GMP (months)	Construction Services Duration from NTP to Completion (months)
Rosemary Square Phase 1 & 2	\$19,767,044	\$18,972,728	\$(794,316)	4/2018-10/2018 (5 mos)	10/2018-11/2019 (13 mos)
Bradley Park Improvements	\$1,999,898	\$1,986,659	\$(13,239)	1/2017-4/2017 (3 mos)	5/2017-12/2017 (7 mos)
Kissimmee Lakefront Park Phases 1-4	\$34,339,733	\$31,164,868	\$(3,174,865)	1/2008-9/2009 (21 mos)	6/2017-12/2019 (18 mos)
Independence Square Park Improvements	\$2,465,122	\$2,375,122	\$(90,000)	4/2019-3/2020 (11 mos)	6/2020-12/2020 (6 mos)
Town Center Boardwalk	\$2,498,260	\$2,373,260	\$(125,000)	7/2019-9/2019 (2 mos)	10/2019-7/2020 (9 mos)
Town Hall Square Phase 1 & 2	\$6,628,140	\$6,337,156	\$(290,984)	3/2014-8/2014 (5 mos)	1/2015-12/2016 (23 mos)
Clematis Street Streetscape Phase 1-3	\$17,723,417	\$16,333,879	\$(1,389,538)	3/2018-5/2018 (2 mos)	5/2018-9/2020 (29 mos)
Golden Isles Tennis Center & Park Improvements	\$11,400,000	\$11,023,000	\$(377,000)	10/2016-5/2019 (30 mos)	4/2020-5/2021 (13 mos)





Technical Approach to Working Transparently with Client

Burkhardt takes our responsibility as your construction manager very seriously. We view ourselves to be in a fiduciary position when it comes to managing the construction costs on all of our projects and work diligently to identify cost savings every step of the way. Transparency can be defined as operating in a way that creates openness between the City and Construction Manager. Transparency creates trust between both parties which leads to a successful project completion.

Open Book Approach

We take an Open Book Approach, our process is completely transparent. The City will have access to project details via Procore online 24/7 and have the ability to see a detailed breakdown at every step. This approach starts during preconstruction when our team provides quantity and unit cost back up for the components included in our estimates. Having access to this information allows our clients to see how subsequent changes to the project scope will impact the overall cost of the project. It also allows our clients to verify that proper credits are being provided when project scope is reduced.

Effective Communication Framework

Right from the start, our team will establish a robust communication framework featuring a comprehensive contact matrix and streamlined channels for swift issue resolution. This proactive approach minimizes the risk of misunderstandings and guarantees prompt addressing of any concerns that may arise.

Bidding

This transparency continues through the bidding process. Burkhardt will conduct quantity surveys on the 90% construction plans to formulate scopes of work for each trade. Bid packages will be developed and tailored to the trade division of prospective bidders. We will then provide bid packages to the prequalified bidders. We will conduct a pre-bid conference with all prospective bidders for that portion of work, as appropriate. Written bids shall be opened publicly at the location, date and time named by the City in the ITB. We will first be sure that all bids received are complete and that they acknowledge any and all addenda. Then, a bid comparison spreadsheet will be generated to compare which contractors are low in their scope of work. We will also conduct post-bid meetings with individual contractors to confirm scope coverage and where necessary, create a scope coordination matrix to avoid any overlap or gap. A bid tabulation shall be completed for each portion

of Work bid and a copy of each bid tabulation will be furnished to the City and Engineer. We will review the costs of those proposals and advise the City and Engineer of their validity and reasonableness, acting in the City's best interest prior to requesting approval of each bid. Subcontracts will be entered into with the firm that submits the lowest responsive and responsible bid. We will maintain records of all pre-award interviews with the apparent low bidders.

Design Phase Progress Meetings

Burkhardt establishes a mutually agreed upon day, time, and frequency for preconstruction progress meetings. We determine an agenda based on each design segment (i.e., utilities, landscape, hardscape, electrical, etc.). Burkhardt's participation in regularly scheduled preconstruction progress meetings assures that feedback and suggestions as to design, constructability, and budget adherence are being monitored, heard, and documented throughout the design process. Meeting notes reflect our suggestions regarding constructability, feasibility, and budget impact. We also advise on design document gaps or conflicts that may affect bid packages.

Construction Documents & Permitting

In conjunction with the City and your design team, Burkhardt shall develop a matrix of necessary City

and regulatory agency permit requirements, whose responsibility is to obtain the permits and status, inspections, and close-out. Through the years, our team has learned a project can be held up indefinitely if the design doesn't address the building department's comments. We will assist the design team in expediting plan submission so that the turnaround time is as quick as possible.

Record Documents

Burkhardt shall keep all record documents for reference at any time. All information is posted on the Procore project management system website for the City's convenience.

- > Contract documents
- > Subcontracts and vendor purchase orders
- > Plans and plan revisions
- > Specifications
- > Addenda
- > RFI logs
- > Contract changes
- > Contingency use directives (CUDs)
- > Submittals and product samples



Clematis Street Overhead to Underground & Streetscape Improvements

3. Technical Approach

- > Master schedule and schedule updates
- > Job meeting agendas and notes
- > Record drawings, survey, line and grade information
- > Applications for payment with supporting documentation
- > Aerial and still photographs
- > Permits and permit inspection status
- > Inspection reports
- > Test reports
- > Daily logs
- > Safety meeting notes

Field Questions & Submittals

We commit to promptly addressing field questions or Request for Information (RFI). Our weekly project progress meetings are a platform to discuss, update, and document RFI responses, with the RFI log seamlessly integrated into our monthly progress report. Burkhardt will meticulously curate a comprehensive submittal log, considering review and approval times, order and delivery lead times, and incorporation needs into the ongoing work. Each submittal undergoes thorough review, stamping, and distribution to your design team, with submittal status featured prominently on the weekly progress meetings' agenda. Our Procore project management system houses the submittal log and a master catalog of approved submittals, and these updates will be seamlessly integrated into the monthly progress report.

Daily Log & Inspections

Burkhardt maintains a daily log recording weather, subcontractor activity, subcontractor force reports, work activity, daily project challenges, material deliveries, resident requests and record of safety meetings. This log will be maintained in Procore and open to review by the City. It is our belief that if we pay attention to the details of the work each day, then the inspections and close-out of the work should be of

little consequence. Burkhardt shall schedule and assist your design team in all inspections, corrections of non-conforming or defective work and completion of same.

Monthly Progress Reports

On a monthly basis, we will submit a bound progress report to City staff. This report contains the following:

- > Executive summary of project progress
- > Job progress photographs of work
- > Aerial photographs
- > Submittals
- > Inspection reports
- > Test reports
- > Schedule update
- > Job progress meeting notes
- > Pay Application with supporting documentation





4. Financial Information

Annual Reports Submitted and Determined Adequate by City

We do not produce an Annual Report other than the Annual Financial Statement, which we have included under separate cover titled "Burkhardt Construction CONFIDENTIAL Financial Statement - RFQ 2024-400." We do file an Annual Report with the State of Florida and have included [a copy on page 58](#).

Financial Resources and Capabilities

Burkhardt Construction, Inc. is a financially stable corporation and we have never been involved in any prior or current bankruptcy proceedings. Our financial institution, Wells Fargo, can attest to the financial responsibility of Burkhardt Construction, Inc. Our banker's contact information is listed below. [Please see our Banker's letter stating our on page 59](#).

James Burns, Senior Vice President
Wells Fargo
255 South County Road
Palm Beach, FL 33480
(561) 820-1082

To provide additional proof of financial strength, Burkhardt Construction, Inc. has been set up for bonding with Western Surety Company for over 35 years. We currently have the bonding capacity of \$40,000,000 on any single project with an aggregate program of \$70,000,000. [Please see a letter stating our bonding capacity on page 60](#).

Financial Statement Certified by a CPA

Under a separate PDF upload titled "Burkhardt Construction CONFIDENTIAL Financial Statement - RFQ 2024-400", please find the requested certified financial statement. It is respectfully requested that all financial data submitted to the City be excluded from public record pursuant to Chapter 119.071 (1) (c) of the Florida Statutes.

Annual Report

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 484922

Entity Name: BURKHARDT CONSTRUCTION, INC.

Current Principal Place of Business:

1400 ALABAMA AVENUE #20
WEST PALM BEACH, FL 33401

Current Mailing Address:

1400 ALABAMA AVENUE#20
WEST PALM BEACH, FL 33401

FEI Number: 59-1622522

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

BURKHARDT, VINCENT G
1400 ALABAMA AVENUE#20
WEST PALM BEACH,,FL, FL 33401 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 PTD
Name BURKHARDT, VINCENT G
Address 1400 ALABAMA AVE.#20
City-State-Zip: W. PALM BCH. FL 33401

Title VDS
Name BURKHARDT, SHARON H
Address 1400 ALABAMA AVE., #20
City-State-Zip: W.PALM BCH. FL 33401

Title VD
Name HAYNES, DENNIS E
Address 1400 ALABAMA AVE #20
City-State-Zip: W PALM BEACH FL 33401

Title VD
Name KLEISLEY, MARC R
Address 1400 ALABAMA AVE #20
City-State-Zip: WEST PALM BEACH FL 33401

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: SHARON BURKHARDT VP 02/20/2024
Electronic Signature of Signing Officer/Director Detail Date

Banker's Letter



The Private Bank
255 South County Road
Palm Beach, FL 33480

May 4, 2022

Re: Burkhardt Construction, Inc.

To Whom It May Concern:

Burkhardt Construction, Inc. has been a client of Wells Fargo Bank, N.A. and its predecessor banks since its founding in the mid-1970s, and has handled all of their account relationships in an exemplary manner. While there have been no borrowings within the past 20 years, we have reviewed the firm's financial performance to assist in the preparation of this letter.

Based on a review of the financial performance of the firm and our knowledge of its principals, we would work with them to structure a line of credit of \$1,000,000 if requested.

Please do not hesitate to contact me with any questions at (561) 820-1082.

Sincerely,

A handwritten signature in dark ink, appearing to read "James M. Burns", written in a cursive style.

James M. Burns
Senior Vice President
Lead Wealth Underwriter

Evidence of Bonding Capacity



BONDS

Brown & Brown, Inc.
1201 W. Cypress Creek Rd, Suite 130 (Zip: 33309)
P.O. Box 5727
Ft. Lauderdale, FL 33310-5727
954/776-2222 FAX 954/772-7542
Statewide 1-800/339-0259

February 13, 2024

City of Stuart
c/o Burkhardt Construction, Inc.
1400 Alabama Avenue, Suite 20
West Palm Beach, FL 33401

RE: Burkhardt Construction, Inc.
Project: RFQ # 2024-400, CMAR Undergrounding, Streetscape and Park Improvements

To Whom It May Concern:

Per your request for evidence of bondability, this letter is to advise you that Burkhardt Construction, Inc. is set up for bonding with Western Surety Company for over 36 years. As an Agent for Western Surety Company, we have been authorized to extend Burkhardt Construction, Inc. bonding credit of \$40,000,000.00 on any single project with an aggregate program of \$70,000,000.00.

Western Surety Company is rated by A.M. Best Company as A (Excellent), Financial Size XIV (\$1.5 Billion to \$2 Billion).

If Burkhardt Construction, Inc. has a proposal acceptable to all parties and if all other normal requirements are met, with surety approval, we look forward to providing a final bond on this project.

As this is a letter of recommendation, and not a bid bond, Brown & Brown, Inc., Western Surety Company, their agents, and owners accept no liability for its content. The Surety reserves the right to review each submission and base their final decision upon conditions that exist at the time of request.

If we can be of additional assistance, please feel free to give us a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'LH'.

Layne Holmes
Attorney-In-Fact for Western Surety Company





5. Volume of Work



Previous Work with the City of Stuart

Burkhardt Construction's previous volume of work with the City of Stuart is \$0. We are eager to bring our proven expertise and dedication to the City of Stuart. While we have yet to execute any specific construction projects for the City, we are well-prepared to contribute our extensive experience and commitment to excellence in completing your Underground and Streetscape Improvements.



6. Other Information



Quality Control

At Burkhardt Construction, Quality Control / Quality Assurance is as much a culture as it is a written word or policy. Our first line of Quality Control / Quality Assurance recognition and enforcement is cultural, "If this work was being done in my home, would I

accept it and pay my hard-earned money for it? If not, we should not expect the Client to accept it and pay your allocated budget money for it either." Next, we like to have two sets of eyes review the work before the work is executed and installed. Then, we also develop a tracking mechanism through documentation in our daily logs and weekly progress meetings to discuss, resolve and remedy any work found by us, the Client, or design team to be non-conforming.

All systems are inspected, tested, and balanced in conformance with contract document requirements. The monthly progress report includes records of all required testing.

BCI Foundation of Quality Assurance

The main goal of quality control at Burkhardt Construction is to ensure that all of our projects continually meet or surpass customer expectations, industry standards, and legal requirements. We are dedicated to providing top-notch construction services that satisfy our clients while enhancing the security, dependability, and sustainability of our construction projects. Our quality control goals include the following fundamental ideas:

Compliance with Standards: To ensure the safety, use, and durability of the buildings we build, we shall abide by all pertinent local, national, and international construction standards and codes.

Customer satisfaction is our priority: We strive to achieve this by providing top-notch craftsmanship, swift project completion, and transparent communication throughout the building process. To continuously enhance our services, we proactively seek out and take client input into account.

Continuous Improvement: We'll establish a culture of ongoing development and invite all team members to improve construction approaches, practices, and procedures. Routine reviews and data-driven analysis will aid the identification of areas for development.



6. Other Information

Robust Inspection and Testing: To identify and correct any flaws or deviations from the project requirements, rigorous inspections and detailed testing processes will be used at different construction phases. This will guarantee the best possible quality for our final products.

Workers Development: To improve the skills and knowledge of our workers, we will invest in their continued training and development. To maintain high standards and produce excellence in construction, well-trained staff are crucial.

Supply Chain Management: To ensure that all products and services utilized in our projects adhere to the necessary standards, we will work with reliable suppliers and subcontractors that share our dedication to quality.

Risk Management: By implementing adequate risk management procedures, we will see possible quality concerns and take proactive steps to rectify them before they become more significant difficulties that might jeopardize project success.

Sustainable Building Techniques: To reduce our environmental effects and promote the long-term well-being of the communities we serve, we will use sustainable building techniques.

Quality Metrics and Reporting: Regularly monitoring and analyzing quality metrics will help us assess our performance, spot patterns, and make fact-based decisions to improve our quality control procedures over time.



Site Safety and Security

Burkhardt makes safety and security a priority from day one. Keeping a safe site with a high volume of pedestrian traffic is our expertise. Our specialty is the construction of improvement projects



Temporary Pedestrian Walkway

in active urban environments. When projects occur in urban settings and public spaces it is not feasible for us to cordon off the entire work zone. It is virtually impossible to keep the public completely out of our construction zone. For this reason, we must take a strategic approach to site safety and logistics.

As a standard practice at Burkhardt Construction, all jobsites are cleaned and “safed-up” at the end of each workday. We have developed methods over our past projects to minimize inconvenience to all stakeholders during construction. We will be mindful of construction traffic routes to minimize disruption and ensure the safety of any pedestrian traffic.

Throughout our 49-year history, we have utilized OSHA compliant safety standards on all projects, required our staff to continue updating their safety education practices and have strived to maintain an excellent safety record. Our current Workers’ Compensation experience modification rate (EMR) stands at .71, which is a testament to our commitment to safety.



7. Addenda

In response to RFQ 2024-400, we have electronically acknowledged the receipt of the following addenda:

- ☒ Addendum #1 - 2/5/2024
- ☒ Addendum #2 - 2/5/2024
- ☒ Addendum #3 - 2/12/2024



"The difference is in the details."

Marc Kleisley, Vice President
Marc@BurkhardtConstruction.com | 561.659.1400

EXHIBIT B



REQUEST FOR QUALIFICATION

2024-400

CMAR UNDERGROUNDING, STREETSCAPE AND PARK IMPROVEMENTS

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RELEASE DATE: January 31, 2024

DEADLINE FOR QUESTIONS: February 16, 2024

RESPONSE DEADLINE: February 28, 2024, 2:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/stuartfl>

City of Stuart
REQUEST FOR QUALIFICATION
CMAR Undergrounding, Streetscape and Park Improvements

I.	Advertisement
II.	Introduction.....
III.	Instructions To Bidders
IV.	General Information
V.	Scope of Work
VI.	Evaluation Phases
VII.	Vendor Questionnaire.....

1. Advertisement

Proposals for CMAR Undergrounding, Streetscape and Park Improvements will be received by the City of Stuart at the <https://procurement.opengov.com/portal/stuartfl> until Wednesday, February 28, 2024 at 2:30 pm.

The City encourages E-bidding via the City's e-procurement portal hosted by OpenGov at <https://procurement.opengov.com/portal/stuartfl>. If not submitting electronically then an original, four (4) copies and one (1) electronic (PDF format preferred) on a CD or Flash Drive must be submitted in a sealed envelopes/package addressed to Procurement Division, City of Stuart, and marked RFP 2024-400. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

A complete bid package can be obtained from the City's e-procurement portal <https://procurement.opengov.com/portal/stuartfl> or by contacting the Procurement Office at 772-288-5320, purchasing@ci.stuart.fl.us. The City of Stuart is not responsible for the content of any bid package received through any 3rd party bid service or any source.

Mail/Overnight/Hand Deliver Submittal Responses to:

Stuart City Hall

Procurement Office

301 SE Ocean Blvd., Suite 204

Stuart, Florida 34994

Mark outside of envelope: RFP2024-400:CMAR Undergrounding, Streetscape and Park Improvements

Published: Wednesday, January 31, 2024

2. Introduction

2.1. Summary

The City of Stuart (hereinafter "City") is soliciting proposals from a qualified Construction Manager at Risk for the City's Undergrounding, Street Scape and Park Improvements Projects.

Kimley-Horn and Assocaites, Inc. and their project team have been retained by the City of Stuart to provide design and construction phase services and documents for the City's Undergrounding and Streetscape Improvements and Calvin, Giordano and Associates, Inc. for Guy Davis Community Park Improvements. A summary of the work on the project is provided below.

The selected Construction Manager at Risk will furnish all work, necessary permits, and construction supervision to fully complete the construction of undergrounding, streetscape, and park improvements as described in the scope of work.

2.2. Contact Information

Alaina Knofla

Procurement Coordinator
301 SE Ocean Blvd, Suite 204
Stuart, FL 34994-2172
Email: aknofla@ci.stuart.fl.us
Phone: [\(772\) 288-5320](tel:(772)288-5320)

Department:

Procurement & Contracting Services Division

2.3. Timeline

Release Project Date	January 31, 2024
Question Submission Deadline	February 16, 2024, 4:00pm

Proposal Submission Deadline	February 28, 2024, 2:30pm Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 217 960 742 953 Passcode: NmtEo2 Download Teams Join on the web Or call in (audio only) +1 872-242-8065,,783359364# United States, Chicago Phone Conference ID: 783 359 364# Find a local number Reset PIN Learn More Meeting options
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3. Instructions To Bidders

3.1. RULES FOR SUBMISSIONS

The City encourages e-bidding, however if not submitting electronically please provide the following marked in a sealed envelope with RFQL name notated including one (1) original, five (5) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive of their proposal. Please tab all support documents or attachments according to the order established in the following paragraph.

IMPORTANT NOTE:

To expedite the evaluation of responses, it is mandatory that all respondents follow the format and instructions contained herein. The City retains the option to reject any response that does not conform to the stated requirements.

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 City has no previous knowledge of their product or capabilities. Each response shall be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities regarding the specific work to be performed pursuant to this solicitation. Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to the solicitation requirements, and on completeness and clarity of content.

All abbreviations and acronyms used in the response shall be kept to a minimum and defined upon their first usage. Page size shall be 8.5 x 11 inches, foldouts are not acceptable. The text size should be 11 point or larger using Arial or Times New Roman font only.

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 Proposer's understanding of the scope of work and make a positive commitment to timely perform the work. Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. An agent authorized to contractually bind Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two (2) pages in length.

Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence.

Tab 1 ~Experience of Firm/Past Performance

- Success at executing projects where final construction costs were less than or equal to the GMP.
- Success at achieving cost savings and schedule efficiencies.

- Success at meeting project schedule and budget
- Success at executing projects with multiple third parties outside of the control of the CMAR.
- Success with similar projects in urban entertainment districts where minimizing disruption to business owners was a key priority.

Tab 2 ~ Experience/Ability of Personnel

Provide an overview of firm's size and experience; major clients, areas of expertise, unique qualifications; and any other information that the respondent feels would assist the City in evaluating the experience of the project team.

- Time with Company
- Direct applicable experience to CMAR projects
- Project Manager experience and success managing CMAR projects

Tab 3: ~ Technical Approach

- Technical approach to achieving multiple bids from major subcontractors
- Technical Approach to the pre-construction phase of the project
- Technical approach to using CMAR to achieve lower bids
- Technical approach to staying on budget and on schedule
- Technical approach to working transparently with client
- Technical soundness of the proposal
- Technical approach to the construction phase of the project that describes the CMAR's interaction with the City, key stakeholders, and utility owners and how the CMAR proposes to minimize business disruptions while delivering the scope of work

Tab 4: Financial Information

- Annual Reports submitted and determined adequate by City
- Financial resources and capabilities
- Financial Statement certified by a CPA

Tab 5: Volume of Work

- This is evaluated based on previous volume of work with City. Firm with the least amount of previous work will receive the highest possible score.

Tab 6: Other 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 (2) pages).

Tab 7: Addenda (if applicable)

All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

4. General Information

4.1. OVERVIEW

The City of Stuart Commission, Stuart, Florida in compliance with Florida Statue 287.055, Consultants Competitive Negotiation Act (CCNA), invites qualified, experienced, Construction Manager at Risk for the City of Stuart's Undergrounding, Streetscape and Park Improvements Project.

4.2. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by Proposers in connection with preparation of a response to this RFQL.

4.3. INQUIRIES

The City will not respond to oral inquiries. Bidders shall submit all inquiries regarding this bid via the City's e-Procurement Portal, located at <https://secure.procurenow.com/portal/stuartfl>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.

All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the e-procurement portal or emailed to purchasing@ci.stuart.fl.us.

4.4. DELAYS

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

4.5. QUALIFICATION SUBMISSION AND WITHDRAWAL

The City prefers electronic submission of bids and proposals. Please submit electronic responses via the Cities e-Procurement Portal

<https://procurement.opengov.com/portal/stuartfl>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

If you would like to submit a paper proposal please submit to the following address:

City of Stuart City Hall
Procurement Division
301 SE Ocean Blvd., Suite 204
Stuart, Florida 34994

The City encourages e-bidding, however if you are not submitting electronically, please mark the outside of the envelope as follows: RFP 2024-400: CMAR Undergrounding, Streetscape and Park Improvements. The envelope shall also include the proposer's return address. Respondents shall submit one (1) original, five (5) copies and 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 CITY MUST RECEIVE ALL PROPOSALS BY
2:30 pm ON Wednesday, February 28, 2024

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. A proposal received by the City Procurement Office after the established deadline will be returned unopened to the proposer.

Electronic Submittal Withdrawal:

Proposers may withdraw their proposal by clicking the un-submit button up until the due date and time.

Paper Submittal Withdrawal:

Proposers may withdraw their proposal submissions by notifying the City 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 City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City 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.

4.6. ADDENDA

If revisions become necessary, the City will provide written addenda. It is the responsibility of the proposer to obtain any addenda issued. The City shall not be responsible for providing notice of addenda to potential proposers who receive an RFQL package from sources other than the City or OpenGov. All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City. Failure to acknowledge all addenda may result in disqualification.

Addenda Notification: Bidders are required to register for an account via the City's e-Procurement Portal hosted by OpenGov. Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at <https://secure.procurenow.com/portal/stuartfl>

4.7. EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. The City of Stuart does not discriminate based on age, race, color, sex, religion, national origin, disability, or marital statute.

4.8. DEVELOPMENT COSTS

Neither the City nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFQL. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFQL.

4.9. INSURANCE

Proof of the following insurance will be furnished by the successful bidder by certificate of insurance, which name the City of Stuart its offices, board members, employees, and agents as additional insured on general liability & automobile liability insurance policies. The policies must be specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. The City by and through risk management department and in cooperation with the contracting department, reserves the rights to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not obligation, to review and request an audited financial statement.

All contractors, including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

Loss Deductible Clause: The City 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.

The insurance required by paragraph 5.04A of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Workers' Compensation: With limits equal to Florida statutory requirements. Employers' liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

If the contractor maintains higher limits than the minimums shown above, the City of Stuart requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Management department.

Commercial General Liability: Insurance, Occurrence Form – ISO CG 0001 or equivalent, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence \$2,000,000
Personal/advertising injury \$1,000,000
Products/completed operations aggregate \$1,000,000
General aggregate \$3,000,00
Fire damage \$100,000 Any 1 fire
Medical expense \$10,000 Any 1 person

The policy shall be endorsed to include the following additional insured language: "The City of Stuart shall be named as an additional insured with respect to Liability arising out of the activities performed by, or on behalf of the Contractor." is to be included. Any cross-liability exclusion should not extend to Additional Insured's. Any subcontractors or independent contractors utilized must list the City of Stuart as additional insured including completed operations.

Business Auto Liability: Must cover any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident. In the event bidder does not own any automobiles, the City of Stuart will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

Insurance Requirements: Fifteen (15) days prior to the commencement of any Work under the Contract Documents, a certificate of insurance shall be provided to the City of Stuart for review and approval. The certificate shall provide that: (a) City of Stuart as Owner be named as an additional insured on the commercial general liability, auto liability, and Contractor's Builders' Risk "All Risk" insurance policies; (b) the Contractor's insurance coverage shall be primary; and (c) City of Stuart as Owner and will be given thirty (30) days' notice prior to cancellation or modification of any required insurance and such notice shall be in writing by registered mail, return receipt requested and addressed to the City of Stuart. The Contractor shall be responsible to ensure that all subcontractors comply with all insurance requirements of the Contract Documents.

All coverage shall be maintained without interruption from the date of commencement of the Work and remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07 of the General Conditions. In addition, with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, such insurance shall remain in effect for at least two (2) years after final payment. Contractor shall furnish Owner and Engineer with evidence satisfactory to Owner of the continuation of such insurance at final payment and again one (1) year thereafter, so that Owner is assured of such continuing coverage.

All insurers must be authorized to do business in Florida and have a Best Key Rating of A- VII.

Certificates of Insurance: The Proposer, 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 City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- C. The City of Stuart and Consultant is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance, Business Automobile Liability Insurance, and Contractor's Builders Risk "All Risk" insurance policies.
- D. The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:
City of Stuart
121 S.W. Flagler Avenue
Stuart, FL 34994
- E. No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.
- F. The "Acord" certification of insurance form should be used.

4.10. 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 City 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 thirty-six (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.

4.11. 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

4.12. ASSIGNMENT & SUBCONTRACTING

The successful proposer must describe in their proposal, all responsibilities that the respondent anticipates assigning or subcontracting, identify all subcontractors and also describe how the respondent will manage these subcontractors. The successful proposer will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.

4.13. PUBLIC RECORDS

Proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119.07 Florida Statutes. Document files may be examined, during normal working hours by appointment. Requested information in this RFP will not be considered confidential and/or proprietary. 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”.

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

Note: If the Proposer has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer’s duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Proposer 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 Proposer 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 Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public agency upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer 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 Proposer of the request, and the Proposer must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
1. If a Proposer does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
 2. A Proposer 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.
 3. If a civil action is filed against a Proposer to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Proposer the reasonable costs of enforcement, including reasonable attorney fees, if:
 - a. The court determines that the Proposer unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Proposer has not complied with the request, to the public agency and to the Proposer.
 - c. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the Proposer at the Proposer's address listed on its contract with the public agency or to the Proposer'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.
 - d. A Proposer 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.

4.15. TAXES & LICENSES

Proposer shall, at his own expense, pay all licenses, fees and taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description, and comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

- A. Licenses: Firms utilizing employee leasing companies, 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 receipt. The submittal of any Proposer that is not fully licensed and/or 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 must be included with the submittal package, if applicable. The successful company will be required to register with the City of Stuart business tax division.

4.16. BACKGROUND INFORMATION

As part of the evaluation process, the City 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 City by the Proposer or any of their Owners.

4.17. REFERENCES/RECORD CHECK

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

4.18. DRUG-FREE WORKPLACE

In accordance with 287.087, Florida Statute, preference will be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that furnishes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

4.19. COMPETENCY OF RESPONDENTS

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFQL 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 City.

4.20. PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may

without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

4.21. REJECTION OF PROPOSALS

The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.

4.22. CONFLICT OF INTEREST

The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

4.23. CONE OF SILENCE

A Cone of Silence shall be in effect during the Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications. The Cone of Silence shall terminate at the time the City Commission or City Manager makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action in the Competitive Solicitation. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation. Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Manager.

4.24. EVALUATION METHOD AND CRITERIA

The City reserves the right to evaluate each response on a separate and individual basis. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

An Evaluation Committee composed of five (5) City staff shall meet to evaluate each response in accordance with the requirements of this solicitation. Each Committee member will rank all proposals based on the criteria below. The top ranked firms may be required to provide a presentation to the selection committee. The selection committee will recommend award to the top ranked firm.

The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals. The City's evaluation criteria will include, but not be limited to the following:

Evaluation Phases

Selection: Proposals will be evaluated using the above criteria. The City will assign this task to a Selection Committee. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondents. 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.

Terms and Conditions: Any actual or prospective Proposer 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 City Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of award recommendation. The City 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 City.

5. Scope of Work

5.1. Work Summary

The selected Construction Manager at Risk will furnish all work, necessary permits, and construction supervision to fully complete the construction of the Streetscape, Undergrounding, and Park improvements as described in the construction plans and specifications prepared by Kimley-Horn and Associates and Brannon & Gillespie and Guy Davis Community Park Improvements as described in the construction plans and specifications prepared by Calvin, Giordano and Associates, Inc. These plans and specifications will be distributed to the awarded firm. A summary of the work on the project is provided below. The Construction Manager at Risk will control the schedule of the work performed by his own forces and subcontractors as well as coordinate the schedules and installation activities of the utility owners (FPL, AT&T, and Comcast) for undergrounding project and monitor the progress and schedule the work. The Construction Manager at Risk oversees the work area and provide final restoration of private property areas impacted by their work and the demolition of existing overhead system upon final completion. Existing local traffic must be maintained in accordance with the Transportation Management Plan guidelines developed for the project. Specific Maintenance of Traffic Plans will be required to be developed by the CMAR based on their plan to execute the project.

The purpose of this intent to Request for Qualifications is to provide Construction Manager at Risk Services for the following work:

In accordance with 287.087, Florida Statute, preference will be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that furnishes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

- Provide pre-construction services which include, but are not limited to, defining value engineering opportunities to minimize project costs and work with City staff and design consultant in the design phase.
- Competitively bid the project to qualified sub-contractors, according to the policies and procedures outlined in the City's purchasing regulations and develop a guaranteed maximum price (GMP) and project schedule;
- Manage the construction of the improvements that constitute the Project;
- Serve as a Lead Member of the project team and coordinate project meetings;
- Provide required records and documentation for the City.
- Communicate, in conjunction with the City, to the residents in the project area regarding progress and coordination of the work on private property. This includes one-on-one discussions with property owners, coordination of the service conversion process, attendance at public

meetings, and providing information regarding the progress of the work. *The intent is not to have the CM add a subcontractor for public outreach.*

- Manage and coordinate with utility owners (Florida Power and Light, ATT and Comcast)
- Manage and coordinate as needed any underground franchise utilities owners such as: Florida Public Utilities, City of Stuart Utilities, and Florida Department of Transportation that may have work within the CM's project limits to minimize impact to the schedule.
- Manage and coordinate as needed any underground franchise utilities owners such as: Florida Public Utilities, City of Stuart Utilities, and Florida Department of Transportation that may have work within the CM's project limits to minimize impact to the schedule.

Preconstruction Phase:

The Construction Manager (CMAR) shall function as an agent of the City, shall be paid a fixed fee for services performed and shall be a part of the design team. The CMAR shall attend selected remaining design team meetings and review construction drawings and specifications. Preconstruction services shall include developing and updating a master construction phase bar chart schedule incorporating estimated construction phase time; constructability review to identify defects, omissions, and recommendations for alternatives value engineering for all phases of the project; prepare a quantity survey and schedule of values for use by sub-trades during bidding; prepare bid packages for the various sub-trades; procure bids from the sub-trades in accordance with City of Stuart Purchasing requirements; prepare design development estimate and the development of a Guaranteed Maximum Price (GMP) for the construction of this project. Method of cost estimating shall be the Quality Survey Method. It is understood that development of the GMP will not occur until the Preconstruction Phase of the work has been completed. The CMAR shall provide written constructability analyses of the Project, including items to be addressed with the City Consultants such as accessibility, construction methods, assembly, installation, materials handling, expandability, phasing and other construction phase related activities.

Construction Phase:

The CMAR shall become the single point of responsibility for performance of the construction contract for the City. The CMAR shall function in the role as the general contractor providing all necessary services including but not limited to the following:

- a. Prepare an overall Construction Management Plan for the project, including a procurement plan with a recommended procurement schedule to coordinate and expedite the procurement of materials and equipment;
- b. Recommend contracting strategies for the project;
- c. Should the Construction Manager desire to self-perform any of the portions of the Work, this intention must be clearly conveyed to the Owner prior to the receipt of any other bids for the same scope of work. The Construction Manager shall not self-perform more than 20% of the Work.

- d. Competitively bid subcontract work, in accordance with City established purchasing procedures, and share the results with the City and its consultants, manage the bidding process with oversight by the City for all the construction work, enter into subcontracts and administer such subcontracts with the understanding that the City has the right to review and reject any subcontractor;
- e. Prepare shop drawings, RFI's and other documents necessary to accomplish the work;
- f. Manage the construction site and provide for the administration and supervision of the project;
- g. Establish and maintain the construction schedule including identifying variances, delays or early completion of tasks, and the maintenance of the schedule;
- h. Develop a system for cost control;
- i. Develop and manage the pay application and change order process, including coordination with the design staff and City personnel;
- j. Provide the means and methods of construction;
- k. Provide jobsite safety and security;
- l. Provide continuous monitoring and inspection of work to determine progress and conformance with design documents documenting same;
- m. Prepare and submit building permit application(s) as may be required for the work. Schedule and coordinate all required inspections with appropriate disciplines including the City Inspectors;
- n. Maintain written project progress records and provide written reports of project progress and status at least once a month relating to budget, progress payments, change orders, performance and schedule adherence;
- o. Guarantee the quality of construction;
- p. Perform or cause to be performed, all required remedial work identified through the inspection process and at direction of the City's appointed project manager;
- q. Participate in meetings on the project with the City and design staff or public individual directed by the City's project manager;
- r. It is desired that CMAR provide a liaison to keep downtown outreach professionals in keeping those in the work zone informed of construction activities including specific coordination with property owners when work is to occur on private property or when any interruptions in utility service are anticipated;
- s. Develop plan, coordinate, and assist in the start-up testing and certification of any building systems and equipment, replaced and/or affected by the construction;
- t. Provide project close out coordination;
- u. Provide Certificate of Completion and all documents of record to City staff and/or consultants for archiving;

- v. Provide all other services generally provided by Construction Manager on a project of like magnitude, scope, use, and complexity;
- w. Keep written minutes of all meetings, decisions and discussions pertaining to this project and submit copies of same to the City and/or City designees for archiving;
- x. Coordinate the activities and required field work of the electric, cable, telephone and/or other communications service providers as required to facilitate the project.
- y. Coordinate with third party entities which are not under the control of this project, but may be performing work within the project boundaries, such as Florida Public Utilities, the railroad, FDOT and private homeowners.

6. Evaluation Phases

The City reserves the right to evaluate each response on a separate and individual basis. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost effective analysis, the emphasis is on quality, not necessarily the lowest cost. The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Experience of Firm / Past Performance - Success at executing projects where the final construction costs were less than or equal to the GMP. - Success at achieving cost savings and schedule efficiencies. - Success at executing projects with multiple third parties outside of the control of the CMAR. - Success at executing projects with multiply 3 parties outside of the control of the CMAR - Success with similar projects in urban entertainment districts where minimizing disruption to business owners was a key priority.	Points Based	30 (30% of Total)
2.	Experience/Ability of Personnel - Time with Company. - Direct applicable experience to CMAR projects. - Project Manager experience and success managing CMAR projects.	Points Based	25 (25% of Total)

3.	Technical Approach • Technical Approach to the pre-construction phase of the project • Technical approach to achieving multiple bids from major subcontractors • Technical approach to using CMAR to achieve lower bids • Technical approach to staying on budget and on schedule • Technical approach to working transparently with client • Technical approach to the construction phase of the project that describes the CMAR's interaction with the City, key stakeholders, and utility owners and how the CMAR proposes to minimize business disruptions while delivering the scope of work • Technical soundness of the proposal	Points Based	30 (30% of Total)
4.	Financial Information • Annual Report submitted and determined adequate by City. • Financial resources and capabilities. • Financial Statement certified by a CPA.	Points Based	5 (5% of Total)
5.	Volume of Work • This is evaluated based on previous volume of work. Firm with the least amount of previous work will receive the highest possible score.	Points Based	5 (5% of Total)

6.	Other • Overall completeness, clarity and quality of proposal. • Communications with property owners within the project area as part of construction team.	Points Based	5 <i>(5% of Total)</i>
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7. Vendor Questionnaire

7.1. [Certification*](#)

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive, and no further evaluation of the proposal will occur.

I do hereby confirm the above information as valid and true:

☐ Please confirm

*Response required

7.2. [Safety Standards Certification*](#)

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Safety Standards Certificat...](#)

*Response required

7.3. [References Form*](#)

Please download the below documents, complete, and upload.

- [Refernces Form.pdf](#)

*Response required

7.4. [Schedule of Subcontractors Participation *](#)

Please download the below documents, complete, and upload.

- [Schedule of Subcontractors ...](#)

*Response required

7.5. [Proposal Checklist Form*](#)

Please download the below documents, complete, and upload.

- [Proposal Checklist Form.pdf](#)

*Response required

7.6. [Sworn Statement Pursuant to Section 287.133\(3\)\(a\)*](#)

Please download the below documents, complete, and upload.

- [Sworn Statement Pursuant to...](#)

*Response required

7.7. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

- [Drug Free Work Cert.pdf](#)

*Response required

7.8. Public Entity Crimes*

Please download the below documents, complete, and upload.

- [Public Entity Crimes .pdf](#)

*Response required

7.9. Suspended Vendor List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

*Response required

7.10. Scrutinized List of Prohibited Companies List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

*Response required

7.11. Upload proposal*

Upload proposal

*Response required

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2024

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

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

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309		CONTACT NAME: PHONE (A/C, No, Ext): (954) 776-2222 FAX (A/C, No): (954) 776-4446 E-MAIL ADDRESS: 053.certs@bbrown.com		
INSURED Burkhardt Construction, Inc. 1400 Alabama Avenue, Suite 20 West Palm Beach FL 33401-7048		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Amerisure Mutual Insurance Company		23396
		INSURER B: Amerisure Insurance Company		19488
		INSURER C: The North River Insurance Company		21105
		INSURER D: Lloyd's		85202
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:** 23-24**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			GL208954110	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	☒ Blanket Contractual Liability		MED EXP (Any one person) \$ 10,000				
	☒ Independent Contractors Liability		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			CA208954210	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS ONLY ☐		PROPERTY DAMAGE (Per accident) \$				
C	☒ UMBRELLA LIAB			5821221213	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 4,000,000
	☐ EXCESS LIAB	☒ OCCUR	AGGREGATE \$ 8,000,000				
	☐ DED ☒ RETENTION \$ 0	☐ CLAIMS-MADE	\$				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			KAE0000967	07/22/2023	07/22/2024	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	E.L. EACH ACCIDENT \$				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	E.L. DISEASE - EA EMPLOYEE \$				
			E.L. DISEASE - POLICY LIMIT \$				
D	Professional Liability						Each Claim \$1,000,000
		Aggregate Limit \$1,000,000					
		Deductible \$15,000					

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

Certificate holder is listed as additional insured as respects general liability if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Stuart
121 S.W. Flagler Avenue

Stuart

FL 34994

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTOR'S BLANKET FLEX ADDITIONAL INSURED
ENDORSEMENT – FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number GL 20895411002	Agency Number 0825039	Policy Effective Date 10/01/2023
Policy Expiration Date 10/01/2024	Date 10/26/2023	Account Number 20032151
Named Insured BURKHARDT CONSTRUCTION INC	Agency BROWN & BROWN OF FLORIDA, INC./FT. LAUDERDALE	Issuing Company AMERISURE MUTUAL INSURANCE COMPANY

A. SECTION II - WHO IS AN INSURED is amended to add as an additional insured:

- Any person or organization with whom you have agreed in a "written agreement" that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such "written agreement".
- If "your work" began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:
 - such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and
 - the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

For the purposes of the coverage provided by this endorsement, a "written agreement" means a written contract or written agreement that:

- requires you to include a person or organization as an additional insured for a period of time during the policy period; and
- is executed prior to the occurrence of "bodily injury", "property damage", or "personal and advertising injury" that forms the basis for a claim under this policy.

The insurance provided by this endorsement does not apply to any person or organization that is specifically listed as an additional insured on another endorsement attached to this policy.

B. The coverage provided to any person or organization added as an additional insured pursuant to Paragraph **A.1** is limited as follows:

1. If the “written agreement” specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of “your work” for that insured by or for you.
2. If the “written agreement” requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.
3. If the “written agreement” requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the “written agreement”. This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the “written agreement”.
4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the “written agreement”. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

C. The insurance provided to an additional insured under this endorsement does not apply to:

1. “Bodily injury” or “property damage” included in the “products-completed operations hazard” unless the “written agreement” specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the “written agreement” requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the “written agreement”.
2. “Bodily injury”, “property damage”, or “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 but not limited to:
 - a. The preparing, approving, or failing to prepare or approve:
 - (1) Maps;
 - (2) Drawings;
 - (3) Opinions;
 - (4) Reports;
 - (5) Surveys;
 - (6) Change orders;

(7) Design specifications; and

b. Supervisory, inspection, or engineering services.

- D. The limits of insurance that apply to the additional insured are the least of those specified in the “written agreement” or declarations of this policy.

Coverage provided by this endorsement for any additional insured shall not increase the applicable Limits of Insurance shown in the Declarations. The limits of insurance that apply to the additional insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

- E. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

- a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- (1) Primary;
- (2) Excess;
- (3) Contingent; or
- (4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if the “written agreement” requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph b. Method of Sharing below.

b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

EXHIBIT D

Vincent G. Burkhardt
President



April 10, 2024; Rev. 4/17/2024

City of Stuart

Procurement and Contracting Services
121 SW Flagler Avenue
Attn: Ms. Alaina Knofla, Procurement Coordinator & Risk Management

RE: Scope and fee proposal for pre-construction services RFQL# 2024-400: CMAR
Undergrounding and Streetscape Improvements

Dear Ms. Knofla,

Burkhardt Construction, Inc., acting as Construction Manager at Risk (CMAR), is pleased to provide the attached scope and fee proposal to the City of Stuart (Owner) for pre-construction services for CMAR Undergrounding and Streetscape Improvements in RFQL# 2024-400.

Burkhardt Construction, Inc. preconstruction services are composed of the following:

SCOPE OF WORK

1. Pre-construction Progress Meetings
2. Constructability Review / Value Engineering
3. Traffic Control Plan and Public Outreach
4. Guaranteed Maximum Price Development

Please feel free to contact me directly should you have any questions regarding any of the information included in this letter or the attached scope of work and services.

Respectfully submitted,

Burkhardt Construction, Inc.

A blue ink signature of Marc R. Kleisley, written in a cursive style.

Marc R. Kleisley
Vice President

Task 1: Pre-Construction Progress Meetings:

- (A) The CMAR shall participate in design team progress meetings attended by the CM, Designer, Owner, and others as requested. The CMAR shall provide agendas and produce meeting notes from each meeting documenting the issues of the Project, assigning responsibilities for issue resolution and tracking timelines for issue resolution. CMAR shall provide meeting minutes after every progress meeting for the Owner and design team to review and accept.

The CMAR anticipates three (3) meetings.

- (B) This task will include the CMAR participating in community meetings, Commission meetings and Development Review Committee meetings throughout the design process as required by the Owner. These meetings shall include the introduction of the project team, who & how to contact team individuals, discussion of the project sequences/phasing, project timelines and additional details as requested by the Owner.

The CMAR anticipates zero (0) meetings. – NOT INCLUDED

- (C) Permit Tracking and Coordination: The CMAR will coordinate with the Designer, Owner, and other applicable authorities to be sure the electrical service permits are on track. The CMAR will also note permit progress, plan next steps, and work directly with the Designer through to permit issuance.

Task 1 – \$ 16,860.00

Task 2: Constructability Review / Value Engineering:

The CMAR will conduct a document design review and shall work with the designer to provide alternatives and design solutions that are cost effective, value added and provide risk mitigation during construction.

The CMAR shall provide construction expertise in review of the construction documents to provide optimal phasing and sequencing of the construction work to stay within budget and schedule. CMAR shall perform a constructability analysis to identify defects, omissions, and recommendations for alternatives, value engineering for all phases of the Project. The constructability analysis shall include a review of: accessibility, construction methods, assembly, installation, material handling, expandability, phasing and other construction phase activities. CMAR shall also identify and help resolve other issues that might affect the aesthetics and longevity of the final work product and to mitigate logistical construction constraints.

Task 2 – \$ 10,160.00

Task 3: Traffic Control Plan and Public Outreach:

CMAR shall develop, for approval by the City, a plan to minimize the construction impacts to residents, businesses, vehicular traffic and pedestrians, the public and surrounding projects, in this active urban environment. This plan shall include methods of outreach and informational flow and communication between the Construction Team, businesses and residents and impacted by each project phase.

The CMAR will develop a traffic control plan which will provide coordinated adequate accessibility for businesses along the corridor. The Traffic Control Plan shall address typical rush business, pedestrian and residential traffic and provide for construction sequencing that will optimize the coordinated construction schedule along the work corridor.

Task 3 – \$ 2,060.00

Task 4: Guaranteed Maximum Price (GMP) Development:

This scope consists of the CMAR preparing the Guaranteed Maximum Price and the final construction budget based on the 90% construction documents provided by the Owner/Design Team. The GMP shall consist of detailed line items for all major work to be performed. The following activities will take place, but will not be limited to:

- A. Public Advertisement: The CMAR will place an ad in a south Florida newspaper. Each ad will run for ten days over two consecutive weekends as a public notice to subcontractors to pre-qualify with the CMAR. Ads can be run in additional newspapers at the Owner's request as well.
- B. Subcontractor Pre-Qualification: The CMAR will use a pre-qualification questionnaire to qualify subcontractors who wish to bid on the projects. The questionnaire has subcontractors address items like bonding capacity, insurance requirements, current schedule of work on hand, how many full time employees the firm has working for it, and other items that the CMAR feels are necessary to have a good subcontracting pool with which to issue bid packages. The CMAR will also respond to any questions the subcontractors have about prequalifying. The CMAR will then create a list of prequalified bidders and review them with the team to determine if a larger pool is required.
- C. Bid Package Preparation: The CMAR will conduct quantity surveys on the 90% construction plans to form scopes of work for each trade. These quantities are an in-house product used as an independent verification for use in analyzing subcontractor bids. These quantities will be put in an Excel spreadsheet and distributed to the qualified subcontractors as the bid form with the Invitation to Bid and Instructions to Bidders. The bid packages that will be developed will be tailored to the market of prospective bidders.

- D. Issuance of Bid Packages: The CMAR will issue bid packages to all qualified subcontractors that will include the Invitation to Bid, Instructions to Bidders and the bid form. The CMAR will conduct pre-bid meetings with prequalified subcontractors and conduct pre-bid tours of the project site, if necessary. Any questions that arise during the bidding phase will be answered in an addendum that will be sent to all bidding subcontractors. A date will be set to receive bids from all subs. This date will be firm and any subcontractor who submits after this date will be disqualified.
- E. Analyzing of Subcontractor Bids: After the CMAR receives all qualified bids (i.e. The bidding subcontractor responds on time with a complete bid) they will then begin analyzing and comparing the subcontractor bids. The CMAR will first be sure that all bids received are complete and that they acknowledge any and all addenda. Then the CMAR will set up a bid comparison spreadsheet to compare which subcontractors are low in their scope of work. The CMAR will conduct post bid meetings with individual subcontractors to confirm scope coverage and where necessary, create a scope coordination matrix to avoid any overlap of scope. After preparing and analyzing the comparison spreadsheets, the CMAR will prepare a recommendation for the apparent low bidder in each scope of work.
- F. Preparation of the Guaranteed Maximum Price (GMP): After going through all these steps, the CMAR will compile the GMP for the Owner. Included in this GMP will be the CMAR's general conditions, management team, CMAR fee (profit) and contingency.

The aforementioned information shall be presented to the Owner along with all supporting documentation (bid advertisements, bid packages, quantity surveys, subcontract bids, vendor quotes, spread sheet analysis, CMAR recommendations, line-item direct construction costs, general conditions, management team, CMAR fee (profit), contingency, exceptions and clarifications, and plan log shall be bound and submitted to the Owner for review, discussion, and approval.

Once approved, the GMP shall become the basis of the construction phase of the contract and shall be documented as an amendment to the base Contract.

Task 4 – \$ 38,800.00

TOTAL PRE-CONSTRUCTION SERVICES FEE ALL TASKS 1 THROUGH 4:

\$ 67,880.00

All tasks and fees include supplies, presentation materials, equipment, personnel, travel, and related costs associated with performing the services described.

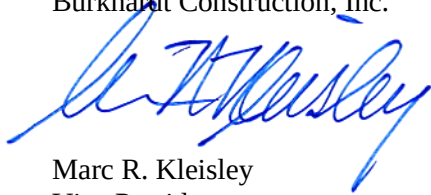
Presentation and acceptance, by the Owner, of a mutually acceptable GMP shall conclude preconstruction services.

We have attached our current hourly rates for your use should additional or alternative pre-construction services be requested. Additional pre-construction services scope and fee proposals for other services shall be prepared and submitted by the CMAR as requested by the Owner.

Thank you for the opportunity to submit this pre-construction services proposal. If you have any questions on this proposal, please contact us at (561) 659-1400.

Respectfully,

Burkhardt Construction, Inc.



Marc R. Kleisley
Vice President

City of Stuart
Scope and fee proposal for pre-construction services
RFQL# 2024-400
CMAR Undergrounding and Streetscape Improvements

Hourly Rates for Additional Requested
Pre-Construction Services

<u>Name</u>	<u>Position</u>	<u>Rate</u>
Vincent G. Burkhardt	President	\$325.00
Sharon H. Burkhardt	Secretary/C.P.A.	\$215.00
Marc R. Kleisley	Vice President/Proj. Principal	\$215.00
Anthony Sabatino	Senior Project Manager	\$160.00
Bill Zammit	Snr. Vertical Project Manager	\$160.00
Adam Rossmell	Project Manager	\$125.00
CJ Rhody	Project Manager	\$125.00
Brandon Rhodes	Project Manager	\$125.00
Kevin Brennen	Project Manager	\$125.00
Nicholas Fasulo	Project Manager	\$125.00
Ruben Almazan	Const. Field Mgr.	\$105.00
Bob Woods	Const. Field Mgr.	\$105.00
Chad Slade	Const. Field Mgr.	\$105.00
Mike Vazquez	Const. Field Mgr.	\$105.00
Karl T. Kaminski	Utilities Const. Field Mgr.	\$105.00
Michael Parsons	Utilities Const. Field Mgr.	\$105.00
Hemant Tank	Estimator/Cost Engineer	\$100.00
	Resident/Merchant Outreach	\$100.00
Sarah B. Hoadley	Accounting Manager/M.B.A.	\$ 95.00
Katy Pantaleon	Accounting	\$ 85.00
Brittany Darville	Admin. Ass't/Clerical	\$ 55.00
Crystal Caldwell	Admin. Ass't/Clerical	\$ 55.00

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 6/10/2024

Prepared by: Jacqui May

Title of Item:

UPDATE TO ARPA PROGRAM GRANT EXPENDITURE (RC):

RESOLUTION No. 56-2024: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #10-2024 TO THE FISCAL YEAR 2024 ENTERPRISE FUND AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR UPDATES AND IMPROVEMENTS TO THE CITY'S 2022 STORMWATER MASTER PLAN, PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic. The State of Florida, Division of Emergency Management has received funds to disburse from the U.S. Department of Treasury that have been earmarked for non-entitlement units of local government, which includes the City of Stuart, Florida. The City's Stormwater Master Plan Update was completed in January 2022. Subsequent multiple extreme rainfall events have occurred, including Tropical Storm Alex (June 2022), Hurricane Ian (September 2022), and Hurricane Nicole (November 2022). The City has engaged CAPTEC Engineering, Inc. to revise the 2022 Stormwater Master Plan to evaluate hurricanes and other high rainfall events for possible addition as "New Projects" (identified as "Tasks 1 – 10" in the "City of Stuart – Stormwater Master Plan Additions (1783.35)) Project Description" to improve the City's Stormwater Master Plan. The 2024-Year Budget of the Enterprise Fund of the City of Stuart, Florida, being Budget Amendment No.10–2024 of the City Commission of the City of Stuart, Florida, as amended, hereinafter the "Budget," is hereby further amended, as follows: From: ARPA (Rescue Plan) Funds 430-38920-000 = \$43,600.00 To: Water/Sewer, Infrastructure (430-56563-810): \$43,600.00 Proj. 047122.

Funding Source:

ARPA Funds

Recommended Action:

Authorize Resolution 56-2024 & Budget Amendment No. 10.

ATTACHMENTS:

1. R56-2024 BA No.10-Authorize Revision to Use of ARPA Funds_5.30.24
2. R56-2024_Att.1_CAPTEC Stormwater Proposal_Rev.
3. R56-2024_Att.2_CAPTEC Contract awarded 1-23-23 to 1-22-25



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 56-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #10-2024 TO THE FISCAL YEAR 2024 ENTERPRISE FUND AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR UPDATES AND IMPROVEMENTS TO THE CITY'S 2022 STORMWATER MASTER PLAN; PROVIDING FOR AN EFFECTIVE DATE; AND OTHER PURPOSES.

* * * * *

WHEREAS, Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic; and

WHEREAS, the State of Florida, Division of Emergency Management has received funds to disburse from the U.S. Department of Treasury that have been earmarked for non-entitlement units of local government, which includes the City of Stuart, Florida; and

WHEREAS, the City's Stormwater Master Plan Update was completed in January of 2022. Subsequent multiple extreme rainfall events have occurred, including Tropical Storm Alex (June 2022), Hurricane Ian (September 2022), and Hurricane Nicole (November 2022); and

WHEREAS, the City has engaged CAPTEC Engineering, Inc. to revise the 2022 Stormwater Master Plan to evaluate hurricane and other high rainfall events for possible addition as "New Projects" (identified as "Tasks 1 – 10" in the "City of Stuart – Stormwater Master Plan Additions (1783.35) Project Description" to improve the City's Stormwater Master Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, that:

SECTION 1: The 2024 Year Budget of the Enterprise Fund of the City of Stuart, Florida, being Budget Amendment No.10 - 2024 of the City Commission of the City of Stuart, Florida, as amended, hereinafter the "Budget," is hereby further amended, as follows:

From: ARPA (Rescue Plan) Funds 430-38920-000 \$43,600.00

To: Water/Sewer, Infrastructure (430-56563-810): \$43,600.00 Proj. 047122

SECTION 2: This resolution shall take effect on adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

REBECCA S. BRUNER, MAYOR
CAMPBELL RICH, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
TROY MCDONALD, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY



PROFESSIONAL ENGINEERING SERVICES CITY OF STUART-Stormwater Master Plan Additions (1783.35) CITY OF STUART PUBLIC WORKS



SPECIFIC PROJECT DESCRIPTION

I. PROJECT DESCRIPTION

This is an Attachment to the Master Agreement for Professional Engineering Services RFQL 2022-400 dated January 23, 2023, between the City of Stuart (CITY) and the Firm of CAPTEC Engineering, Inc. (CONSULTANT). The CONSULTANT is pleased to provide the CITY with the following proposal for the City of Stuart Stormwater Master Plan Additions (the Project).

The City of Stuart Stormwater Master Plan Update was completed in January, 2022. Subsequently, multiple extreme rainfall events have occurred, including Tropical Storm Alex (June 6, 2022), Hurricane Ian (September 29, 2022), and Hurricane Nicole (November 10, 2022). Flooding that occurred due to these and other high rainfall events will be evaluated for possible addition to the Stormwater Master Plan.

II. SCOPE OF SERVICES

The list of potential projects in Table 1 below was provided to CONSULTANT by CITY. CONSULTANT has identified each project as either “New Project”, “In 2022 Master Plan”, or “Project Already Authorized/In Progress”.

TABLE 1: PROJECT LIST

Project Name	New Project / Task No.	In 2022 Master Plan	Project Already Authorized/In Progress	Notes
201 SE Dunscombe				Part of Flamingo Pond/Pelican Drive Imp.
SE Martin Ave (119, 312, 300)	1			
201 SE Channel Ave	2			
540 SE St. Lucie Crescent	3			
100 SW Atlanta Ave./Anchorage Way				
713 SW Bryant Ave	4			
SE Lonita/Villa				
Dixie / Wright Blvd.				
Stuart Ave. Ditch / 514 Stuart Ave. (Blue duplex)				Dixie Highway Ditch project
518 W. 3rd St. (Stacy 485-3521)				
505 Madison (Dan Parz)				Will be completed by City in-house
E. Ocean/Memorial Park	5			
Lincoln Ave. (834 & 906)	6			Revise improvement plan and cost estimate
North Carolina Dr. (at dead end)	7			
501 S. Carolina Dr.				Plan /cost estimate completed for COS in Oct 2022
327 Dyer				
Stypmann Blvd (drainage improvement)	8			



PROFESSIONAL ENGINEERING SERVICES **CITY OF STUART-Stormwater Master Plan** **Additions (1783.35)** **CITY OF STUART PUBLIC WORKS**



547 Riverview (off Palm City Rd)				
304 Indian Groves	9			Revise improvement plan and cost estimate
North Fork Rd				
North River Dr. (642, 700, 742)				
805 Flamingo/8th St.				
SE Decker				
SE Rhunke/Aster Ln				
Palm Beach Rd. (Harbour Breeze Apts.)				Martin County responsibility
Central Pkwy at Solaris Nursing Home				
Fraizer Ck Trib. Ditch / Holiday Mobile Home Park	10			Revise improvement plan and cost estimate

Projects that are in the 2022 Master Plan have already been evaluated, with a proposed improvement plan and cost estimate completed and included in the 2022 Master Plan.

For all projects identified as “New Projects”, as listed below (Tasks 1 – 10), CONSULTANT will perform the following services:

Site Visit: CONSULTANT will visit the site to observe existing infrastructure, drainage flow patterns, site constraints and other pertinent details.

Research: CONSULTANT will gather information from readily available sources such as South Florida Water Management District, Florida Department of Environmental Protection, City of Stuart files, Martin County files, GIS, existing survey and existing plans and drainage calculations.

Conceptual Improvement Plan and Cost Estimate: A conceptual sketch using an aerial background will be prepared, outlining a proposed solution to the existing drainage problem. A conceptual cost estimate will be included with the sketch, for project planning purposes. This information will not be final and will be based on best available information.

Note that Sub-Consultant services are not included with this proposal. If survey, geotechnical or environmental science Sub-Consultant services are requested, they can be offered as an additional project fee or the CITY can pay the Sub-Consultants directly.

TASK 1: SE Martin Avenue (119, 312, 300)

TASK 2: 201 SE Channel Avenue

TASK 3: 540 SW St. Lucie Crescent

TASK 4: 714 SW Bryant Avenue

TASK 5: SE Ocean Boulevard / Memorial Park

TASK 6: Lincoln Avenue (Modification)

TASK 7: North Carolina Drive



**PROFESSIONAL ENGINEERING SERVICES
CITY OF STUART-Stormwater Master Plan
Additions (1783.35)
CITY OF STUART PUBLIC WORKS**



- TASK 8:** Stypmann Blvd. Drainage Improvements
- TASK 9:** 304 Indian Groves (Modification)
- TASK 10:** Holiday Mobile Home Park Ditch (Frazier Creek Tributary Ditch)
(Modification)

In addition, the following task is proposed to ensure that the projects that have already been identified are being evaluated based on current construction prices:

TASK 11: Update Cost Estimates for 2022 Master Plan Projects

CONSULTANT will update the cost estimates presented in the 2022 Master Plan to reflect current construction pricing. The updated costs will be limited to the 11 projects identified as “In 2022 Master Plan” in Table 1, above which are not already in progress or included in Tasks 1-10 above..

CONSULTANT would be pleased to provide any other additional services requested by CITY in accordance with the enclosed Fee Schedule, Exhibit D. Additional services will not be performed unless specifically requested by CITY and an addendum to this agreement is executed.

III. COMPENSATION

Tasks – Descriptions		Stormwater Master Plan Additions
<u>TASK 1:</u>	SE Martin Avenue (119, 312, 300)	\$4,000.00 NTE
<u>TASK 2:</u>	201 SE Channel Avenue	\$4,000.00 NTE
<u>TASK 3:</u>	540 SE St. Lucie Crescent	\$4,000.00 NTE
<u>TASK 4:</u>	713 SW Bryant Avenue	\$4,000.00 NTE
<u>TASK 5:</u>	E. Ocean / Memorial Park	\$4,000.00 NTE
<u>TASK 6:</u>	Lincoln Avenue (834, 906)	\$4,000.00 NTE
<u>TASK 7:</u>	N. Carolina Dr. (at dead end)	\$4,000.00 NTE
<u>TASK 8:</u>	Stypmann Blvd.	\$4,000.00 NTE
<u>TASK 9:</u>	304 Indian Groves Drive	\$4,000.00 NTE
<u>TASK 10:</u>	Holiday Mobile Home Park Ditch	\$4,000.00 NTE
<u>TASK 11:</u>	Update Cost Estimates	\$3,600.00 NTE
TOTAL		\$43,600.00



**PROFESSIONAL ENGINEERING SERVICES
CITY OF STUART-Stormwater Master Plan
Additions (1783.35)
CITY OF STUART PUBLIC WORKS**



AUTHORIZATION TIME OF PERFORMANCE

Proposed schedule for preliminary design is outlined based on City's review actions.

Tasks – Descriptions	Time of Performance
Task 1-11 – Sub-Consultant Services	60 Days from NTP

NTP = Notice to Proceed

This Agreement is based on the following assumptions:

1. The General Terms and Conditions/Fee for the City of Stuart Continuing Services Contract are attached to this proposal and made a part of this Agreement; all conditions are applicable unless otherwise noted by CITY and CONSULTANT.

CONSULTANT is extremely pleased to provide this Agreement; your project will receive our utmost professional attention. Should you have any questions concerning this Agreement, please contact me.

As to CONSULTANT
CAPTEC Engineering, Inc.



Joseph W. Capra, P.E.
President

Dated: June 5, 2024

Approved as to form and content this
_____ day of _____, 2024.

Lee Baggett,
City Attorney

As to CITY
CITY OF STUART

Michael J. Mortell
City Manager

Dated: _____

ATTEST:

City Clerk



**PROFESSIONAL ENGINEERING SERVICES
CITY OF STUART-Stormwater Master Plan
Additions (1783.35)
CITY OF STUART PUBLIC WORKS**



CAPTEC HOURLY RATES

Principal / Expert Witness	\$ 180.00/hour
Principal (PE)	\$ 175.00/hour
PE / Construction Director	\$ 165.00/hour
Quality Control Manager	\$ 165.00/hour
PE / Sr. Project Manager	\$ 135.00/hour
Construction Project Manager	\$ 125.00/hour
Project Design Manager	\$ 125.00/hour
Design Technician/ EI	\$ 110.00/hour
Traffic Technician.....	\$ 110.00/hour
CAD Technician	\$ 90.00/hour
Field Representative/ Inspector	\$ 90.00/hour*
Analyst	\$ 85.00/hour
Office Manager	\$ 65.00/hour
Project Coordinator	\$ 55.00/hour

*Includes travel / mileage costs



PROJECT: RFQL #2022-400: PROFESSIONAL ENGINEERING SERVICES

CONSULTANT: CAPTEC ENGINEERING, INC.
301 NW FLAGLER AVENUE
STUART, FLORIDA 34994

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the 23rd day of January 2023 by and between Captec Engineering, Inc., hereinafter referred to as "CONSULTANT" and the City of Stuart, Florida, a municipal corporation, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "CITY", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

City intends to enter into a contract with Professional for provision of Engineering Services by the Professional and the payment for those services by City 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 City pursuant to this Agreement as hereinafter provided. These services will include serving as City'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 City Public Works Director, City Attorney, City Manager, or other City staff in advising the City and the City Commission 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 Commission, 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. Preparation of design studies, design plans and design specifications for water distribution, wastewater collection, and reclaimed water systems, specific water and wastewater process control evaluations and reports, and other related water, wastewater, and reclaimed water projects.
- T. Other customary Professional 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 City 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 City, 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. Authorizing work through Purchase Orders

Each "Purchase Order" shall specify the Period of Service agreed to by the City and the Professional for services to be rendered under said "Purchase order".

CITY will compensate Professional for services under each Purchase Order. The fee due to the Professional shall be set forth in each Purchase Order and shall be in accordance with Professional's personnel hourly rate schedule formalized in "**Exhibit A**" to this Agreement. Professional's personnel hourly rate schedule may be updated 90 days 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 A**" 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 CITY 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 City. Payment is delinquent 30 days following receipt and approval of invoice by City.

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 CITY 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 CITY of Stuart in accordance with this clause, in whole or in part, in writing, whenever the CITY 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 CITY, then the CITY 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. CITY's Obligations

6.1 Data to be Furnished

CITY 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 CITY to act with authority on the CITY's behalf with respect to all aspects of the Project is Tim Voelker, City Engineer. This designation may be delegated by the City Manager or Public Works Director to another person.

The Designated Representatives for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project are:

Principal in Charge: Joseph W. Capra, P.E., President

Email: jcabra@gocaptec.com

Phone: (772) 692-4344

Fax: (772) 692-4341

Section 7. Persons Bound by Agreement

7.1 Parties to the Agreement

The persons bound by this Contract are the CONSULTANT and the CITY 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 city 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 CITY.

Section 8. Indemnification of CITY

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 CITY, 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 CITY 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 CITY from

all such claims including without limitation claims for which the CITY 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# 2017-172) and designated in Exhibit B.

9.4 Insurance Cancellation

The CONSULTANT shall furnish to the CITY Certificates of Insurance stating the Insurer will grant the City 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 CITY fifteen (15) days prior to the renewal date.

9.5 CITY to be Named Additional Insured

The amounts of insurance shall be determined by the CITY. The CITY 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 CITY 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 City. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

Public Works Director
City of Stuart
121 S.W. Flagler Avenue
Stuart, Florida 34994
FAX: (772) 288-5381

Section 10. Professional Standards

10.1 Other Agreements

CONSULTANT is entering into this Contract with the understanding that the CITY 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 CITY wishes greater assurance as to the amount of any cost, the CITY shall employ an independent cost estimator to make such determination. Consulting services required to bring cost within any limitation established by the CITY will be paid for as additional services hereunder by the CITY.

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 CITY 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 CITY shall select the mediator who, if selected solely by the CITY, 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 CITY or the CITY's representative identified herein shall be binding or enforceable against the CITY.

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 City, 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 City 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, commission, 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 City 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, commission, percentage, gift, or consideration.

CONSULTANT or partnership thereof, who offers to pay, or pays any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any City 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 City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or cwhite@ci.stuart.fl.us , City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994 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**" - "Professional's Personnel Hourly Rate Schedule"

"**Exhibit B**" - "Insurance and Indemnification"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page



CAPTEC HOURLY RATES - COS 2022-400

Principal / Expert Witness.....	\$ 210.00/hour
Sr. Principal/ PE.....	\$ 190.00/hour
PE / Construction Director.....	\$ 180.00/hour
PE / Quality Control Manager.....	\$ 180.00/hour
PE/ Engineering Manager.....	\$ 165.00/hour
PE / Sr. Project Manager.....	\$ 150.00/hour
Sr. Project Design Manager.....	\$ 150.00/hour
Project Design Engineer/ PE.....	\$ 130.00/hour
Construction Project Manager.....	\$ 125.00/hour
Project Design Engineer/ EI.....	\$ 110.00/hour
Sr. Project Designer	\$ 110.00/hour
Project Design Engineer.....	\$ 100.00/hour
Field Representative/ Sr. Inspector.....	\$ 100.00/hour
Inspector.....	\$ 90.00/hour
Sr. Civil Design Technician.....	\$ 100.00/hour
Civil Design Technician.....	\$ 90.00/hour
Office Manager.....	\$ 80.00/hour
Project Coordinator.....	\$ 70.00/hour



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2022

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 Marsh & McLennan Agency LLC 218 South Hwy 1, Suite 300 Jupiter FL 33469	CONTACT NAME: Jim.Gandour@MarshMMA.com PHONE (A/C, No, Ext): 561-746-4546 FAX (A/C, No): E-MAIL ADDRESS: Jim.Gandour@MarshMMA.com
INSURED Captec Engineering, Inc. 301 NW Flagler Avenue Suite 101 Stuart FL 34994	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
NAIC # 20443	

COVERAGES **CERTIFICATE NUMBER:** 957805246 **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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	2071695956	2/28/2022	2/28/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	2071695956	2/28/2022	2/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	6020199220	2/28/2022	2/28/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	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)

RFQ 2022-400 Professional Engineering Services
City of Stuart, a municipality of the State of Florida, its officers, employees and agents and shall include RFQ 2022-400 Professional Engineering Services and shall be listed as additional insured

CERTIFICATE HOLDER

CANCELLATION

City of Stuart
121 SW Flagler Avenue
Stuart FL 34994

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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CAPTENG-01

KNGUYEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2022

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	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lloyds of London	
INSURED Captec Engineering Inc 301 NW Flagler Avenue Stuart, FL 34994	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			PLC-02172-00	12/19/2022	12/19/2023	EACH OCCURRENCE \$ 2,000,000
	☒ CLAIMS-MADE ☐ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$				
	☒ Professional Liab		MED EXP (Any one person) \$				
			PERSONAL & ADV INJURY \$				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COM/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☐ N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFQ 2022-400 Professional Engineering Services

CERTIFICATE HOLDER

CANCELLATION

City of Stuart 121 SW Flagler Avenue Stuart, FL 34994	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)

09/29/2022

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 Mary Storti c/o Paychex Insurance Agency, Inc. 150 Sawgrass Drive Rochester, NY 14620	CONTACT NAME: PHONE (A/C, No, Ext): (877) 266-6850 FAX (A/C, No): E-MAIL ADDRESS: pbscerts@paychex.com
INSURED Paychex Business Solutions, LLC Alt. Emp: CAPTEC ENGINEERING INC 911 Panorama Trail South Rochester, NY 14625	INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 40142

COVERAGES

CERTIFICATE NUMBER: 22FL0951020015

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 12-68-329-02	06/01/2022	06/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period:	06/01/2022	06/01/2023	Client# 07384031-FL

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

Coverage is provided for only those co-employees of, but not subcontractors to:

CAPTEC ENGINEERING INC
301 N W FLAGLER AVE
STUART, FL 34994

CERTIFICATE HOLDER**CANCELLATION**

City of Stuart
121 SW Flagler Avenue
Stuart FL 34994

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

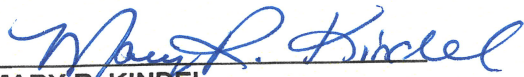
AUTHORIZED REPRESENTATIVE

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

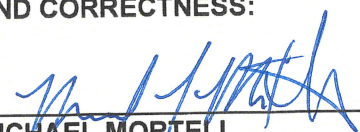
CITY OF STUART, FLORIDA

ATTEST:

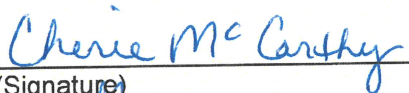

MARY R. KINDEL
CITY CLERK


DAVID DYESS
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

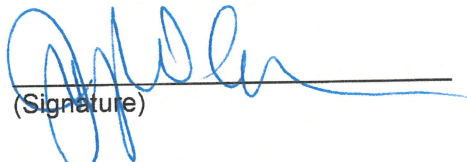

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:


(Signature)

(Signature)

CONTRACTOR


(Signature)
Joseph W. Capra, P.E.
Printed Name

President
Title

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 6/10/2024

Prepared by: Pinal Gandhi-Savdas

Title of Item:

FDOT PERMITS FOR TEMPORARY CLOSINGS OF STATE ROADS TO INSTALL MONUMENT SIGNS (RC):

RESOLUTION No. 38-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPLY FOR STATE PERMITS NEEDED FOR TEMPORARY CLOSINGS OF STATE ROADS TO INSTALL AND MAINTAIN WAYFINDING AND/OR "WELCOME" MONUMENT SIGNS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The closing of a state road requires a permit from the Florida Department of Transportation (FDOT) which must be requested by an authorized official of the City.

Temporary closure of state roads (i.e., Federal Highway and Kanner Highway) and rights-of-way may be necessary to facilitate the installation of permanent "Welcome" monument signs. There are three existing monument signs along Federal Highway and Kanner Highway that will be removed and replaced with the approved horizontal monument signage. Additionally, there is one proposed vertical monument sign that will be installed along Federal Highway with approved vertical monument signage. The signs will be fabricated at the facility and brought onto site for installation. Foundation work taking place in proximity to the road or rights-of-way may require closing a lane or sidewalk for a short period of time. The contractor will be required to submit the Maintenance of Traffic (MOT) plan for the City to review and will require approval by FDOT.

Funding Source:

N/A

Recommended Action:

Motion to Approve Resolution No. 38-2024.

ATTACHMENTS:

1. R38-2024 Authorization to Apply for State Permit for Welcome Signage



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 38-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPLY FOR STATE PERMITS NEEDED FOR TEMPORARY CLOSINGS OF STATE ROADS TO INSTALL AND MAINTAIN WAYFINDING AND/OR “WELCOME” MONUMENT SIGNS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart permits various types of signage to be installed along state roadways and rights-of-way from time to time; and

WHEREAS, the City of Stuart desires to expedite the issuance of state permits pursuant to Chapter 14-65, Florida Administrative Code, to facilitate the installation of permanent signage along state roadways and rights-of-way; and

WHEREAS, the Florida Department of Transportation requires the local government to authorize all temporary road closures on state roadways; and

WHEREAS, the City Commission desires to authorize the City Manager or his designee to authorize temporary closings of state roads and rights-of-way for the installation and maintenance of permanent wayfinding and/or monument signs, and to apply for state permits pursuant to Chapter 14-65, Florida Administrative Code, for said temporary closings; and

WHEREAS, the City Commission finds authorizing the City Manager or his designee as set forth in this Resolution serves a valid public purpose.

Resolution Number 38-2024
Authorization to Apply for State Permits - Signage

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Manager or his designee is hereby authorized to take any action necessary for the temporary closings of state roads for the installation and maintenance of wayfinding and/or “welcome” signage, and to apply for permits from the Florida Department of Transportation pursuant to chapter 14-65, Florida Administrative Code, for said temporary closings with the purpose of installation and maintenance.

SECTION 2: This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

REBECCA S. BRUNER, MAYOR
CAMPBELL RICH, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
TROY MCDONALD, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY