CITY OF VERO BEACH, FLORIDA
MAY 17, 2011 – 6:00 P.M.
REGULAR CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS, VERO BEACH, FLORIDA

AGENDA

1. CALL TO ORDER

A. Roll Call
B. Invocation – Father Richard Murphy/Holy Cross Catholic Church
C. Pledge of Allegiance

2. PRELIMINARY MATTERS

A. Agenda Additions, Deletions, and Adoption
B. Proclamations

1. Memorial Day – May 30, 2011

C. Public Comment

1. Indian River County Firefighters Chili Cook-off Fundraiser – Requested by City Manager

D. Adoption of Consent Agenda

1. Regular City Council Minutes – May 3, 2011
2. Special Call City Council Minutes – April 28, 2011
3. Special Call Joint City Council/County Commission Minutes – April 29, 2011
4. Special Call City Council Minutes – May 2, 2011
5. Special Call City Council Minutes – May 6, 2011
6. Public Sidewalk Access Easement Deed between Columbian Club of Vero Beach, Inc., and the City of Vero Beach – Requested by Public Works Department
7. Change Order No. 5 and Final Payment Request from Ranger Construction Industries, Inc., Contract No.: Rehabilitate Runway 11L/29R Including Taxiway F and Connectors and Lighting (FDOT No. 416303-1-94-01) – Requested by Airport Director
8. Lift Station and Sewer System Improvements Assessment Project – Ocean Towers of Vero Beach, Inc., Ocean Towers II of Vero Beach, Inc., and Cardinal

Drive Townhouses – Recommendation of Final Acceptance and Payment – City of Vero Beach Project No. WS07007 (Bid No. 100-10/JV) – Requested by Director of Water and Sewer

9. Monthly Capital Projects' Status Reports – Requested by Airport, Public Works, and Water and Sewer Department

(The matters listed on the consent agenda will be acted upon by the City Council in a single vote unless any Councilmember requests that any specific item be considered separately.)

3. PUBLIC HEARINGS

4. RESOLUTIONS FOR ADOPTION WITHOUT PUBLIC HEARING

A) A Resolution of the City of Vero Beach, Florida, amending the City of Vero Beach Personnel Rules to provide for a City-wide employee performance appraisal policy and a policy limiting re-employment of retired City employees to no more than sixty days without notification of and approval by the City Council; providing for an effective date. – Requested by Human Resource Director

B) A Resolution of the City Council of the City of Vero Beach, Florida, releasing from all City Easements the South 5 feet of Lots 3, 4 and 5 and the North 5 feet of the West 74.85 feet of Tract "A," Fanithia Place Subdivision – Requested by Interim City Manager

5. FIRST READINGS BY TITLE FOR ORDINANCES AND RESOLUTIONS THAT REQUIRE A FUTURE PUBLIC HEARING

A) A Resolution of the City of Vero Beach, Florida, establishing fees associated with Pain Management Clinic permit applications and related appeals; providing for conflict and severability; providing for an effective date. – Requested by Planning and Development Director

B) An Ordinance of the City of Vero Beach, Florida, amending Chapter 65, Article III, amendments to Comprehensive Plan and Land Development Regulations of the Code of the City of Vero Beach; providing for additional standards for amendments; providing for conflict and severability; providing for an effective date. – Requested by the Planning and Development Director

C) A Resolution of the City of Vero Beach, Florida, approving the transmittal to the State of Florida Department of Community Affairs of proposed City of Vero Beach Comprehensive Plan text amendments to the Land Use Element, Traffic Circulation

Element and Capital Improvements Element; providing for conflict and severability; providing for an effective date. – Requested by the Planning and Development Director

An Ordinance of the City of Vero Beach, Florida, amending the text of the Land Use Element of the City of Vero Beach Comprehensive Plan by revising Policy 1.15 governing the relationship between Future Land Use Designations and Zoning Districts; providing for conflict and severability; providing for an effective date. – Requested by the Planning and Development Director

An Ordinance of the City of Vero Beach, Florida, amending the text of the Traffic Circulation Element and Capital improvements Element of the City of Vero Beach Comprehensive Plan by revising the level of Service Standard for a segment of State Route A1A from 17th Street to the South City limits; providing for conflict and severability; providing for an effective date. – Requested by the Planning and Development Director

6. CITY CLERK'S MATTERS

A) Fire Pension Plan and Police Pension Plan Election Results
B) Cancellation of August 2, 2011 City Council meeting

7. CITY MANAGER'S MATTERS

A) Appraisal and Optimization Study Proposals from GAI Consultants – Requested by Director of Water and Sewer

8. CITY ATTORNEY'S MATTERS

9. CITY COUNCIL MATTERS

A. Old Business

1. Water and Wastewater Utility – Requested by Vice Mayor Turner
2. Personnel Policies – Requested by Vice Mayor Turner
3. GAI Electric Utility Consulting Contract – Requested by Vice Mayor Turner
4. Status of procurement policy and inventory control procedures – Requested by Vice Mayor Turner
5. FPL Report – Requested by Councilmember Heady
6. OUC Contract – Requested by Councilmember Heady
7. Water Sewer Update – Requested by Councilmember Heady

8. Continuation of discussion, consideration of Charter Officer positions – Requested by Councilmember Heady

B. New Business

1. Regionalization Priority – Requested by Mayor Kramer
2. Water and Sewer Airport land leases – Requested by Vice Mayor Turner
3. Hiring of a transactional (mergers and acquisitions) and utility law firm to negotiate on behalf of the City, AND reporting to the City Council – Requested by Councilmember Carroll
4. Main Street – Requested by Councilmember Fletcher
5. Indian River Boulevard six (6) lane widening – Requested by Councilmember Fletcher
6. Update of the work agreement for the new City Manager – Requested by Councilmember Fletcher
7. Consideration of FPL offer – Requested by Councilmember Heady
8. Request for staff presentations on any errors in any electric utility presentation to City Council by any individual or group – Requested by Councilmember Heady
9. Discussion on City Manager position – Requested by Councilmember Heady
10. Charter Officers, existing conditions of employment – Requested by Councilmember Heady
11. Discussion of response from Advisory Commissions – Requested by Councilmember Heady

10. INDIVIDUAL COUNCILMEMBERS' MATTERS

A. Mayor Jay Kramer's Matters
   1. Correspondence
   2. Committee Reports
   3. Comments

B. Vice Mayor Pilar Turner's Matters
   1. Correspondence
   2. Committee Reports
   3. Comments

C. Councilmember Tracy Carroll's Matters
   1. Correspondence
   2. Committee Reports
   3. Comments

D. Councilmember Brian Heady's Matters
   1. Correspondence
   2. Committee Reports
   3. Comments

1. Any item or items removed from meeting agenda

E. Councilmember Craig Fletcher's Matters
   1. Correspondence
   2. Committee Reports
   3. Comments

11. ADJOURNMENT

Council Meetings will be televised on Channel 13 and replayed.

This is a Public Meeting. Should any interested party seek to appeal any decision made by Council with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings and that, for such purpose he may need to ensure that a record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Anyone who needs a special accommodation for this meeting may contact the City's Americans with Disabilities Act (ADA) Coordinator at 978-4920 at least 48 hours in advance of the meeting.

CITY OF VERO BEACH, FLORIDA
MAY 17, 2011 – 6:00 P.M.
REGULAR CITY COUNCIL MINUTES
CITY HALL, COUNCIL CHAMBERS, VERO BEACH, FLORIDA

1. CALL TO ORDER

A. Roll Call

Mayor Jay Kramer, present; Vice Mayor Pilar Turner, present; Councilmember Craig Fletcher, present; Councilmember Brian Heady, present and Councilmember Tracy Carroll, present **Also Present:** Monte Falls, Interim City Manager; Wayne Coment, Acting City Attorney and Tammy Vock, City Clerk

B. Invocation

The invocation was given by Father Richard Murphy of Holy Cross Catholic Church;

C. Pledge of Allegiance

The audience and the Council joined in the Pledge of Allegiance to the flag.

2. PRELIMINARY MATTERS

A. Agenda Additions, Deletions, and Adoption

The Clerk added to the agenda under Proclamations – "National Safe Boating Week." She also requested that under City Manager's Matters items 7-B) be added to the agenda, which is a Utility Easement Deed for McDonald's Corporation and item 7-C) be added, which is a Finance Director Update.

Mr. Heady requested that under City Clerk's Matters that they discuss the time for their June 17th City Council meeting and the Florida League of Cities Conference. He also asked that under the City Manager's Matters the Dodgertown Landswap be discussed.

Mr. Fletcher made a motion to adopt the agenda as amended. Mr. Heady seconded the motion and it passed unanimously.

B. Proclamations

1. **Memorial Day – May 30, 2011**
2. **National Safe Boating Week – May 21-27, 2011**

Mayor Kramer read and presented both Proclamations.

C. Public Comment

1. Indian River County Firefighters Chili Cook-off Fundraiser

Mr. David Dangerfield, Indian River County Firefighter, requested permission from the Council to hold their annual chili cookoff this year at Riverside Park under the Oaks on November 11-12, 2011.

Mr. Bob Solari, Chairman of the County Commission, commented that the County Commission hopes to get the first place prize again in the chili cookoff and welcomes the government challenge. He said that the City of Vero Beach did well with the salsa category, but felt that making chili was more difficult (all in jest). He ended by saying that the County Commission does plan to be at the event to take place in the chili cookoff.

Mr. Monte Falls, Interim City Manager, reported that Mr. Dangerfield will be coming back to them for approval of a special permit in order to serve adult beverages at the Park.

The consensus of the Council was that they were all in support of the event.

Mr. Solari was at tonight's meeting to speak about item 9D-1) "Regionalization Priority" that was on the agenda. He asked Council not to table this matter tonight, but to move fast.

Mr. Dick Winger, Finance Commission member, expressed that he is working on an extensive review of the County's proposal for the water regionalization. He plans to present his report to the Finance Commission members at their June 6th meeting and then he will present it to Council at their June 7th Council meeting. Both the Finance Commission and the Utilities Commission met today and agreed with moving forward on the appraisal and optimization study. He felt that the County was only offering to the City the value of the Indian River Shore's piping and the piping at South Beach. They have not included in their price anything for the Deep Injection Well, nor are they offering to pay for the water services offered to the customers who reside in the City. He noted that the City is left with an unfunded $8 million dollars for pensions and he has not seen the County offer to take that over. He is also very concerned about the 44 jobs being lost. He made it clear that he was not against selling the utilities. He knows that Mr. Solari wishes them to move on the regionalization project because it is good for the County. He said that if the County wants to service South Beach or Indian River Shores or both, that the work that he has done shows that the City would be better off parting with those customers and

keeping the system as it is. He urged Council to listen to their Finance and Utilities Commission and get an appraisal done. He said that there was no need to jump ahead tonight.

Mr. Heady stated in defense of this City Council that the majority of City Council voted in favor of having all the facts presented to them. He personally sent a letter to the Finance and Utilities Commission asking the members to present him with what they know (facts). He didn't think that anyone on this Council was ready to regionalize anything without having the facts in front of them. They were not looking at doing the same thing as what happened with the OUC contract. He brought up the 44 employees at the Water Plant and noted that there were some comments from City Council that they were concerned and not ready to discount 44 employees.

Mr. Winger wanted to present his findings to the whole Council and not just one Councilmember.

Mr. Heady told Mr. Winger that there is nothing that prohibits him from speaking one on one to any Councilmember.

Mrs. Carroll suggested that the Finance Commission meet at least three or four days before the Council meets in order to give them time to look at the information.

Mr. Bill Becker echoed everything that Mr. Winger just said. He commented that it was important to understand what assets that they are dealing with in this type of situation. He brought up that at this time the City does not have a full-time City Manager or Finance Director and it is only fair that the new City Manager be given the opportunity to investigate this entire situation. They need to focus on hiring new employees (Finance Director). He agrees with selling the Power Plant along with the utilities. As far as the regionalization for their water facilities, he did not see what the big hurry was. He said that the City's water production per unit is very efficient and the Water Plant is worth a lot more than the debt owed on it. He would guess that the Water Plant is probably worth about $75 million dollars. He was at a couple of events this weekend and people were saying that the City of Vero Beach is disappearing and is being taken over by the County. The discussion revolved around combining the Vero Beach Police Department with the Sheriff's Department. He expressed how important the Police Department is to the citizens of this community.

Mrs. Honey Minuse, City resident, complimented the Mayor on the great editorial that was recently in the Press Journal. She had some concerns about the City selling their utilities and the future of the City and she did not see any vision for the City's future. She asked if they want their City to thrive then what are they going to do to assure the outcome. She felt that maybe the City needs to have a Vision Plan for their financial future. She then went on to discuss the six lane widening of Indian River Boulevard (agenda item 9B-5) and recalled that back in 1982 the citizens voted against developing Indian River Boulevard, but it was a non-binding vote. She said that Indian River Boulevard is a dangerous road for the people living in the adjacent

communities. She commented that since widening the intersection at 4th Street and US1 they accomplished having high speed as an alternate route to US 1. The proposal to widen the City section of Indian River Boulevard will only allow more cars to be on the road and this creates more danger for people in the community along Indian River Boulevard. The solutions to the problems are how they manage the traffic and how it flows. She requested that Council take the position that they want to decline the widening of Indian River Boulevard to six (6) lanes and suggest putting together a team of people to work on this problem.

Mrs. Carroll agreed with Mrs. Minuse that the City does need a vision for their financial future. She went over the financial information that Council has been asking for from staff for the last six months and still has not received it.

Mr. Heady requested that Mr. Falls get from the Police Chief the numbers showing that this road (Indian River Boulevard) is dangerous.

Mr. Falls stated that he would not recommend that they widen Indian River Boulevard south of 36th Street.

Mr. Heady said that his point was not whether he was for or against the widening of Indian River Boulevard. He just didn't want people who are watching this meeting to think that this is a dangerous road.

Mrs. Maureen Kieninger, 2191 Buena Vista Boulevard, was uneasy with the urgency of the proposed sale of the water utilities. She said that residents deserve to know what is going on. They don't need any more abandoned buildings and empty lots in the City of Vero Beach. She is concerned about the loss of jobs of current City employees if this was to occur. Her husband works at the Water Treatment Plant and he is concerned with their financial future if his job is eliminated. These employees should not be treated as if they are creating the City's problems. She thanked Mayor Kramer for looking out for them. She urged Council to let the Utilities Commission do their research and to listen to their recommendations.

Mr. Josh Miller, City resident and works for a Water Department in St. Lucie County, commented that he was concerned with the article that was recently in the newspaper outlining how many City employees there were per City residents. He said that if this is a capacity issue then they should purchase water from the County. He recalled that during the hurricanes the Power Plant didn't run and it didn't make sense having a full staff when it is not running. He is happy with the services that the City provides and if they go through with the regionalization it will increase taxes for City residents by approximately 22%. He suggested that they hire an unbiased consultant and review all the facts.

Mr. Ed Barrett encouraged Council to take their time and lets not go incur the problems that they had with the OUC contract. He believes that the County is not their friend.

Mr. Ken Daige urged Council not to rush, but to look at everything. He read a prepared statement (please see attached). He suggested to Council that all the information that they receive on these utility matters be on the City website so the public can see the letters that are coming in and what is going on with these studies.

Mrs. Linda Hillman thanked Mr. Falls and Mr. Messersmith for quick action on her inquiry about the speed limit in her neighborhood. She applauded Mayor Kramer for his recent article in the newspaper. She referred to the delinquent tax paper that came out recently and noted how thick it was. She said that they can imagine all the taxes missing that are not going into the General Fund right now. She said that a 102% raise in City taxes might occur if they regionalize the water facilities and this does not include the City employees that will be laid off. She encouraged Council to explore everything and she didn't understand the hurry in getting rid of the water system. She has friends in the City of Vero Beach Police Department and there are Officers looking for other jobs because of the cut in pay that they have had to take because of furlough days and additional insurance costs.

Ms. Kathleen Proudy, Mainstreet Vero Beach, gave an update on the Twin Pairs project. She said that a Committee has been put together consisting of individuals throughout the community. They have met with MPO and Emergency Services and are having follow-up meetings. They are now planning to meet with the Chief of Police and FDOT. They understand that nothing can be done until they come up with a plan of implementation. She hoped in approximately two months that they would have something more concrete and then she would report back to Council. She wanted to know from Council if this was the direction that they wanted Main Street to be moving in.

Mr. Fletcher made it clear that they were still in the process of putting a plan together.

Mrs. Carroll felt that if the twin pairs could be reduced (number of lanes) that it would become more pedestrian and bike friendly throughout the downtown area.

Ms. Proudy stated that they hoped to reduce the speed limit and add parking.

Mr. George Christopher stated that he supports the sale of the Utilities Plant and the consolidation of water and sewer with the County. He said that they need to gather all the facts and have support from the City residents on both of these issues. He referred to the utilities only and said that they need to have their new City Manager in place. They need to find out what the Power Plant is worth. He asked how they could sell the Power Plant without knowing what it is worth. Their Consultant needs to give them the value of the system. He also agreed with hiring a law firm experienced in transactions and that should be a priority before they proceed with FPL. He supports the consolidation of the water and sewer, but felt that they should delay it for nine (9) months because they have so much on their plates. They need to find out what the

system is worth and then merge the two systems. This would mean that they would need to have an appraisal done. They are on the right path, but they need to slow it down.

D. Adoption of Consent Agenda

Mrs. Carroll pulled item 2D-8) off of the consent agenda.

Mr. Heady made a motion to adopt the consent agenda as amended. Mr. Fletcher seconded the motion and it passed unanimously.

1. **Regular City Council Minutes – May 3, 2011**
2. **Special Call City Council Minutes – April 28, 2011**
3. **Special Call Joint City Council/County Commission Minutes – April 29, 2011**
4. **Special Call City Council Minutes – May 2, 2011**
5. **Special Call City Council Minutes – May 6, 2011**
6. **Public Sidewalk Access Easement Deed between Columbian Club of Vero Beach, Inc., and the City of Vero Beach – Requested by Public Works Department**
7. **Change Order No. 5 and Final Payment Request from Ranger Construction Industries, Inc., Contract No.: Rehabilitate Runway 11L/29R Including Taxiway F and Connectors and Lighting (FDOT No. 416303-1-94-01) – Requested by Airport Director**
8. **Lift Station and Sewer System Improvements Assessment Project – Ocean Towers of Vero Beach, Inc., Ocean Towers II of Vero Beach, Inc., and Cardinal Drive Townhouses – Recommendation of Final Acceptance and Payment – City of Vero Beach Project No. WS07007 (Bid No. 100-10/JV) – Requested by Director of Water and Sewer**

Mrs. Carroll pulled this item off of the consent agenda because she wanted to know who was paying for the lift station and sewer system improvements.

Mr. Rob Bolton, Water and Sewer Director, explained that all these costs are borne by the residents.

Mrs. Carroll made a motion to approve the Lift Station and Sewer System Improvements Assessment Project – Ocean Towers of Vero Beach, Inc., Ocean Towers II of Vero Beach, Inc., and Cardinal Drive Townhouses – Recommendation of Final Acceptance and Payment – City of Vero Beach Project No. WS07007 (Bid No. 100-10/JV). Mr. Heady seconded the motion and it passed unanimously.

9. Monthly Capital Projects' Status Reports – Requested by Airport, Public Works, and Water and Sewer Department

This item was approved under the consent agenda.

3. PUBLIC HEARINGS

None

4. RESOLUTIONS FOR ADOPTION WITHOUT PUBLIC HEARING

A) A Resolution of the City of Vero Beach, Florida, amending the City of Vero Beach Personnel Rules to provide for a City-wide employee performance appraisal policy and a policy limiting re-employment of retired City employees to no more than sixty days without notification of and approval by the City Council; providing for an effective date. – Requested by Human Resource Director

The Clerk read the Resolution by title only.

Mr. Fletcher mentioned to the Council that if they want this to never be changed then they would need to put it in the Charter, which would require a referendum vote.

Mrs. Carroll noted that this document provides that the Supervisor is responsible to do the review. She asked if there has been a form developed by Human Resources that will be utilized by all of the Departments.

Mr. Falls reported that they do have a form, which Mr. Anderson can speak to. The direction of the appraisal process to the employees is the City Manager's responsibility. The City Council's responsibility would be to develop the form for the review of the Charter Officers.

Mr. Robert Anderson, Human Resource Director, stated that he has drafted a form that includes the rating scales. He attended a Labor Management meeting where they are proposing the form to the Teamsters and they have agreed to it in concept. He wondered if they need to come back to Council every time they tweak a procedure, rather than tweak a policy. His approach has been that Council sets policy and staff sets the procedures. If there are any issues then they can be addressed. He feels that it is a good idea to wait until the new City Manager is in place before he goes any further with the form that they have for the Managers. He sees at least three levels which are: one form for department heads and managers; one form for the general employees and whatever form Council decides that they want to use for Charter Officers. After listening to the last Council meeting, he understood that Council wanted to do the Charter Officer's reviews

along with the goal setting process. The department heads agreed that the evaluation forms for the employees should be done on their anniversary date.

Mrs. Turner asked if Jackie Mitts and Diane Soethe (retired and returned back to work at the City) are still on the City payroll.

Mr. Falls reported that Mrs. Mitts would be with them for a few more days.

Mr. Bolton stated that Mrs. Soethe finished up after they got their initial budget completed and he may have to have her come back for a day or two to fine tune some things. Other than that she has not been in the office this week.

Mrs. Turner heard Mr. Bolton say that Mrs. Soethe has not been here this week, which would indicate that she is going to continue to work for the City. He asked at what point do they plan on terminating these employees that retired in August.

Mr. Bolton explained that his intent was because he did not fill her position with a full time person he needed to bring someone in to cover vacations, which is how he utilizes Mrs. Soethe. He said if Council is not going to allow for this then it can be revisited during the budget process and he will have to look at budgeting someone for a permanent position.

Mrs. Turner explained what needs to be done is training within your department so you have someone able to step into the position. This is part of management and training your employees.

Mrs. Turner made a motion to request changing the last sentence on the last page of the Resolution to read "Any person who has retired from the City of Vero Beach shall not be employed by the City in any capacity for more than 60 days cumulatively in any calendar year without notice to and approval by the City Council". Mr. Fletcher seconded the motion.

Mr. Heady stated that this was a result of the former City Manager being dishonest with the Council with respect to the retirement of these employees. This is before them because the last City Council "lacked back bone" to stand up to the City Manager when he was clearly being dishonest to them and it came to their attention that their own staff was not being honest with them. What they want to do with passing this Resolution is tying the hands of management, which is not the answer.

Mrs. Turner explained to Mr. Heady that by passing this Resolution it is just merely setting a clear policy. It is to give an impetus to management to have succession training within their departments and to plan for these retirements.

The Clerk polled the Council and the motion passed 4-1 with Mrs. Carroll voting yes, Mr. Heady no, Mr. Fletcher yes, Mrs. Turner yes, and Mayor Kramer yes.

B) A Resolution of the City Council of the City of Vero Beach, Florida, releasing from all City Easements the South 5 feet of Lots 3, 4 and 5 and the North 5 feet of the West 74.85 feet of Tract "A," Fanithia Place Subdivision – Requested by Interim City Manager

The Clerk read the Resolution by title only.

Mr. Falls reported that this application is necessary for the upcoming reconstruction of the existing McDonald's restaurant. Site plan approval for the reconstruction was granted on May 5, 2011. Later on in the meeting, Council will be asked to approve a Utility Easement Deed, which also has to do with the McDonald's property.

Mr. Heady made a motion to approve the Resolution. Mr. Fletcher seconded the motion and it passed 5-0 with Mrs. Carroll voting yes, Mr. Heady yes, Mr. Fletcher yes, Mrs. Turner yes, and Mayor Kramer yes.

5. FIRST READINGS BY TITLE FOR ORDINANCES AND RESOLUTIONS THAT REQUIRE A FUTURE PUBLIC HEARING

A) A Resolution of the City of Vero Beach, Florida, establishing fees associated with Pain Management Clinic permit applications and related appeals; providing for conflict and severability; providing for an effective date. – Requested by Planning and Development Director

The Clerk read the Resolution by title only.

Mr. Tim McGarry, Planning and Development Director, reported that today the County Commission adopted an Ordinance to implement the fees associated with Pain Management Clinics and the needed permit applications. He said under that Ordinance all municipalities are subject to it unless they decide to opt out. The City has the responsibility to do the permitting and enforcement and handle the process. What they have before them is a fee schedule and basically follows what the County did. The County has adopted in their Ordinance that there would be no charge for initial pain management permit applications submitted on or before July 18, 2011 and there would be a charge of $200 for any pain management clinic application submitted after July 18, 2011.

Mrs. Turned thanked both the Planning Department and the Legal Department for bringing this Ordinance forward to protect the City from these pain clinics. She asked if it would be possible for them to use the same date that the County is using. In their Ordinance they have that the

effective date would be August 7, 2011 and she would like to see that changed to read July 18, 2011.

Mr. McGarry explained that the Ordinance itself is in effect immediately. The only thing is that they have not set the schedule. He did not have a problem with going with the July 18, 2011 date.

Mr. Heady expressed that part of the reason for this whole thing was because it was Councils' desire to ensure that they don't wind up with the pill mill problems that other areas have. He asked the City Attorney if they were Statutorily restricted in terms of their charges for dispensions. He said let's say that a pain clinic comes in that they find is not a pain clinic for medical needs and their permit is suspended, are they Statutorily restricted from what that charge would be. In this document there is an $800 fee.

Mr. Coment explained that fee was for if the person wants to appeal the suspension of their permit or wants to appeal the denial of a permit.

Mr. Heady's question is are they restricted to $800.00. Could they put any number in there that they wanted too?

Mr. Coment said the fee has to be reasonable and based on the estimated cost involved by the City administration. He said that it was not meant to be a penalty. It is strictly to cover the costs of the City to process the appeal.

Mr. McGarry explained that the cost of a regular appeal would be around $500 plus the cost of advertising.

Mr. Heady wondered if $800 would cover the costs. Mr. McGarry thought that it would.

Mrs. Carroll mentioned that at the County Commission today it was discussed that there are State regulations that will be going into play beginning in July regarding pill mills. She said there may be additional legislation that they need to adopt that may supersede or take the place of this Ordinance.

Mr. Coment added that as parts of the Legislation decisions come into effect they will need to "tweak" their Ordinance. They brought this Ordinance before Council tonight because they did not want to hold anything up. Their administration will be enforcing the County Ordinance within the City, which is why they need to adopt these fees.

Mrs. Turner made a motion to approve the Ordinance and schedule the public hearing for June 7, 2011. Mr. Fletcher seconded the motion and it passed 4-1 with Mrs. Carroll voting yes, Mr. Heady no, Mr. Fletcher yes, Mrs. Turner yes, and Mayor Kramer yes.

B) An Ordinance of the City of Vero Beach, Florida, amending Chapter 65, Article III, amendments to Comprehensive Plan and Land Development Regulations of the Code of the City of Vero Beach; providing for additional standards for amendments; providing for conflict and severability; providing for an effective date. – Requested by the Planning and Development Director

The Clerk read the Ordinance by title only.

Mr. McGarry reported that this Ordinance proposes changes to existing regulations governing amendments to the Comprehensive Plan and Land Development Regulations. The purpose of the changes is to strengthen, clarify, and make consistent the standards for amendments. The Ordinance will include a combination of standards that are used by local governments to regulate land use and apply zoning regulations, and existing principles and standards that are part of the City's application to amend the Comprehensive Plan and Land Development Regulations of the Code. The proposed revisions to the Ordinance reduce the advertising, public noticing and posting requirements from 14 days to 10 days and add standards for review of zoning map amendments. The Planning and Zoning Board recommended approval of the Ordinance after making some revisions to the initial draft Ordinance.

Mrs. Carroll noted that Mr. Keith Pelan, the new Planning and Zoning Board Chairman, was in the audience. She complimented the new Planning and Zoning Board on the work that they have done so far and looks forward to working with them in the future.

Mrs. Turner made a motion to approve the Ordinance on first reading and set the public hearing for June 7, 2011. Mr. Heady seconded the motion and it passed 5-0 with Mrs. Carroll voting yes, Mr. Heady yes, Mr. Fletcher yes, Mrs. Turner yes, and Mayor Kramer yes.

C) A Resolution of the City of Vero Beach, Florida, approving the transmittal to the State of Florida Department of Community Affairs of proposed City of Vero Beach Comprehensive Plan text amendments to the Land Use Element, Traffic Circulation Element and Capital Improvements Element; providing for conflict and severability; providing for an effective date. – Requested by the Planning and Development Director

An Ordinance of the City of Vero Beach, Florida, amending the text of the Land Use Element of the City of Vero Beach Comprehensive Plan by revising Policy 1.15 governing the relationship between Future Land Use Designations and Zoning Districts; providing for conflict and severability; providing for an effective date. – Requested by the Planning and Development Director

An Ordinance of the City of Vero Beach, Florida, amending the text of the Traffic Circulation Element and Capital improvements Element of the City of Vero Beach Comprehensive Plan by revising the level of Service Standard for a segment of State Route A1A from 17th Street to the South City limits; providing for conflict and severability; providing for an effective date. – Requested by the Planning and Development Director

The Clerk read the Resolution by title only.

Mr. McGarry reported that the proposed Transmittal Resolution and draft Ordinances amending the text of the Comprehensive Plan that are before them provided text amendments to the Comprehensive Plan amending Policy 2.25 of the Land Use Element to guide the rezoning of properties within the Residential Low (RL) future land use clarification and amending Policy 1.1 of the Traffic Circulation Element and Table 9.1 of the Capital Improvements Element to revise the Level of Service standard from "D" to "D: plus 30%" for the segment of SR A1A from 17th Street to the South City limits. He recommended adopting the transmittal Resolution on first reading and holding the public hearing on June 7, 2011.

Mrs. Turner mentioned that Mr. McGarry has said that FDOT does not have the level of service (D) defined. However, in Exhibit 1 he is stating level of service "E".

Mr. McGarry said that it is on the segment. He explained that there are level of services on certain roads.

Mr. Heady asked if they were to adopt to accept a level of service deficiency on Indian River Boulevard would that eliminate the six (6) lane question.

Mr. McGarry stated that they do set the level of service, however in regards to Indian River Boulevard their Comprehensive Plan does not show it as being six (6) lanes. He said that until their Comprehensive Plan is changed that road (no matter what the MPO says) cannot be changed.

Mrs. Turner made a motion to approve the Resolution on first reading and set the public hearing for June 7, 2011. Mr. Heady seconded the motion and it passed 5-0 with Mrs. Carroll voting yes, Mr. Heady yes, Mr. Fletcher yes, Mrs. Turner yes, and Mayor Kramer yes.

At 7:52 p.m., Council took a five-minute break.

6. CITY CLERK'S MATTERS

A) Fire Pension Plan and Police Pension Plan Election Results

Fire Pension Board

Both Mr. Terry Zokvic and Mr. Kent Middleton were reappointed to the Fire Pension Board for a four- year term. There were no other nominees/candidates in the 2011 election.

Mrs. Turner made a motion to affirm the election results. Mr. Heady seconded the motion and it passed unanimously.

Police Pension Board

The terms of the two Police Pension trustees who are appointed by the City Council will expire in April 2011. Both Mr. Harry Offutt and Mr. Jack Chesnutt would like to be reappointed to the Police Pension Board.

Mr. Fletcher made a motion to reappoint Mr. Harry Offutt and Mr. Jack Chesnutt to the Police Pension Board. Mrs. Carroll seconded the motion and it passed unanimously.

According to Chapter 185 of the Florida Statutes, the City Council must affirm the results of the election held by the Police Pension Plan members to appoint two members to the Police Pension Board. Captain Brian Conway and Sergeant David Puscher were unanimously reappointed for a four-year term on the Board.

Mr. Fletcher made a motion to affirm the reappointment of Captain Brian Conway and Sergeant David Puscher to the Vero Beach Police Pension Board. Mrs. Carroll seconded the motion and it passed unanimously.

B) Cancellation of August 2, 2011 City Council meeting
C) Changing the time of the June 21, 2011 Council meeting
D) Florida League of Cities Conference

Mrs. Tammy Vock, City Clerk, recalled that a few meetings ago Council briefly discussed their August 2nd City Council meeting as to whether or not they wished to cancel it. They asked her to bring the matter back up at a future Council meeting. She asked Council if they had made a decision.

Mrs. Turner made a recommendation to Council that they retain that meeting (August 2nd).

Mrs. Vock noted that she has had a request from a Councilmember to hold their second meeting in June, which is June 21st in the morning, instead of at night.

Mrs. Carroll commented that they have cancelled their first meeting in July and the third week in July is a full week of budget hearings. She agrees with the cancellation of the August 2nd meeting. She said that they could always add it back if they needed to.

Mr. Heady suggested that they could cancel the meeting, but leave an option where any Councilmember could request a Special Call meeting for that date and that time if they see a necessity to have that meeting.

Mr. Carroll asked Mr. Coment what their Charter stated in regards to a Councilmember calling a Special Call meeting.

Mr. Coment stated that a Special Call meeting could be called by the Mayor, in the Mayor's absence by the Vice Mayor or by three Councilmembers.

Mr. Heady said that any Councilmember can talk to the City Clerk and have the Mayor request a Council meeting. He said that you need three Councilmembers to override the Mayor, but not three Councilmembers to ask for a meeting. What he is suggesting is that they agree if any Councilmember asks the Mayor to have that meeting that the meeting will happen at the regular appointed time and place.

Mr. Coment said that he was just citing what their Code says.

Mrs. Turner stated that the only danger she sees with that is if other department heads are needed for the Council meeting or for Special Call purposes, if they cancel the meeting for August 2nd then it allows them to plan their vacation at that time and may inhabit the ability for a Special Call meeting if needed.

Mayor Kramer noted that if he is out of town then it is going to be pretty hard for him to call a Special Call meeting. He said that he usually takes vacation in August.

Mrs. Turner called the question.

Mrs. Carroll made a motion to cancel the August 2, 2011 City Council meeting. Mr. Fletcher seconded the motion and the motion passed 3-2 with Mr. Heady and Mrs. Turner voting no.

Mrs. Vock brought up the June 21st meeting and asked Council if it was the consensus of Council to change the time of the meeting from 6:00 p.m. to 9:30 a.m.

Mrs. Turner asked what is the reason for requesting the time change.

Mr. Heady stated that he cannot make the meeting if it is held at night.

Council had no problems with changing the time of the meeting.

Mrs. Vock brought up the last item, which was the Florida League of Cities Conference. She asked that any Councilmember planning on attending the Conference to let her know so that she can make the necessary arrangements. The Conference will be held August 11-14, 2011.

Mr. Heady added that the reason that he asked this item be added to the agenda was because he felt that this Conference was a great opportunity for Councilmembers and a wonderful learning experience. The seminar and the events are meaningful and what they can bring back to the City from those meetings justifies the expense. The money is already in the budget, not that they should spend it because it is there, but the expense was planned and an early reservation will insure that they are at the location where the events and classes are held. He said that if they wait too long then they will have to go to a different hotel. He asked Mrs. Vock to register him for the conference.

7. CITY MANAGER'S MATTERS

A) Appraisal and Optimization Study Proposals from GAI Consultants – Requested by Director of Water and Sewer

Mr. Bolton reported that at the Utilities Commission meeting this morning they voted to move forward with the appraisal of the rest of the system (Central beach and the mainland area). He presented to Council a white paper discussing different scenarios (on file in the Clerk's office). He said that Mr. Gerry Hartman, Vice President of GAI, was at tonight's meeting to answer any questions that Council might have.

Mrs. Carroll noticed that the only company that they see in the backup material to provide this appraisal is GAI. She asked why this did not go out for an RFP and why weren't other companies solicited.

Mr. Bolton explained that they had already retained GAI to do an appraisal for South beach and for North beach and it seemed appropriate to have the same firm do the appraisal for the rest of the system. This also was the quickest way to do it. Otherwise they would have to go through a three month process to bring someone else in.

Mrs. Carroll asked what the dollar amount is that all of their various contracts have promised to GAI with the current analysis being done throughout the City.

Mr. Bolton stated that the original dollar amount for the Water and Sewer project was $85,000 and it was done last year. The work being done for the electric appraisal is around $238,000.

Mrs. Carroll referred to the proposals in front of them, which amount to $94,000 for the appraisal and $79,000 for the optimization study.

Mr. Bolton commented that the Utilities Commission suggested approving the full amount for the optimization study and look to see if there is anything that does not need to be done at this time. He said that staff can look at the proposal and request that certain tasks are not performed.

Mrs. Carroll explained that her concern was that this is an awful lot of money that they are paying to one consultant. She asked if they were concerned that they were putting all of their eggs in one basket. This company has been under allegations in the past that they were double dipping by doing the same work for Indian River Shores that they were doing for the City of Vero Beach. She asked if this raised a concern for anyone else that they were continuing to pay the same consultants to provide everything for the City.

Mr. Falls commented that they have talked in the past that they have several big issues in front of them. They are very important issues for the City and they represent revenue and asset values. He said that they have to have someone to help them to determine what the assets are so that Council can make an informed decision. They talked about hiring a Utility Consultant for FPL and doing it in the most expedient way possible. In going through the CCNAC process, a Committee interviewed consultants and elected GAI as their top pick. They are a professional firm, well represented in the State of Florida and are Certified Appraisers. He has confidence in their professional abilities. It would be his recommendation that they choose GAI to do this work. If Council wants to go through an RFP process, that would be totally up to them and he would support that decision, but it will further delay the process of getting the answers for the water and sewer regionalization proposal.

Mrs. Carroll stated that she was provided with a copy of the consolidation study that was produced by Post Buckley and they were not chosen even though they have done over 1,000 water and wastewater consolidations over the last number of years. She wondered if they should not consider that Post Buckley has the qualifications that they are looking for.

Mr. Falls agreed with the qualifications that Post Buckley has. He said that they are a great engineering firm. However, the Committee that was formed chose GAI and if they want to do anything different then they need to move in a different manner. He recommended that they follow the recommendations of the Committee that was seated, and go with GAI, which would be the most expedient process to get to an answer. The Committee interviewed many firms and GAI was selected. They were chosen the correct way and they have all of the qualifications. It would be his recommendation that they move forward. He agreed that $500,000 was a lot of money, however they are talking about big ticket items.

Mr. Gerry Hartman, Vice President of GAI Consultants, went over the proposals that he has submitted and what the State of Florida requires. He said that the optimization work hits the financial needs to make the comparisons that they want. He went over what the monies collected if they did go with regionalization could be used for. They need to understand once they get the proceeds how are they going to be applied. Relative to a transaction at any time, since this system has gotten loans they would need approval of transfers for those assets. There are letters needed that allow the contribution to be maintained in the public service into the regional system. Approvals will be needed from the Water Management District for their funding. He said that

there are a lot of other items that will need to be done. This is what they did with the Village of Royal Palm Beach. He noted that the County Attorney has requested a copy of the work that they did for the Village of Royal Palm Beach to use as a model, which they have provided to him.

Mrs. Carroll asked if the Village of Royal Palm Beach is paying the same rate as the County. Mr. Hartman explained that their rates are frozen and they were frozen for ten (10) years. Mrs. Carroll thought that they were bought out and they are paying more than the County. Mr. Hartman explained that initially they were bought out and they were paying more for different things.

Mr. Heady commented that in this example the ratepayers paid an extra amount for the term in the range of one-hundred million dollars.

Mr. Hartman thought that the difference in the rates was in the order of about ten-million dollars.

Mrs. Turner went back to the proposal where it states that there are three opinion values to be used. She asked if it was necessary for them to have three different evaluation methods.

Mr. Hartman explained that when doing a complete system they need to consider all three methods.

Mrs. Carroll stated that the goal of this appraisal is to come up with some number that he believes is the valuation of the system. Mr. Hartman said that it would be his Firm's appraisal estimate and it will meet all the necessary requirements for a certified appraisal. Mrs. Carroll asked if he would be looking at the debt of the system and the value of all the Plants, etc. Mr. Hartman answered yes. Mrs. Carroll noticed that Mr. Baird was in the audience. She asked if she could ask him a question. There were no problems with that request. She asked Mr. Baird, with the offer that they have from the County for taking over the debt and connecting the two systems together if the appraisal was to come in at say $70 million dollars, would that influence the County to make a better offer to the City.

Mr. Joe Baird, County Administrator, stated that they needed to keep in mind that whatever offer the County makes that the ratepayers pay for it. If the price is $70 million dollars to purchase the system, then the rates will have to go up. Mrs. Carroll asked whose rates would go up, would it be the City ratepayers. Mr. Baird answered yes. He said that the County could not absorb all of that. The scenario is clearing the City's debt, making improvements, and they have put about 15% more in for renewal and replacement, which the City needs. They did not know if the City wanted to keep the land where the sewer is located. Where the savings comes into play is management and employees will be cut. If the number comes in to be $70 million dollars then there would have to be a different cost to the ratepayers for the City of Vero Beach.

Mrs. Turner noted that the County's proposal does include them to have the ability to abandon the Waste Water Treatment Plant and that has a value of $70,000 to S100 million dollars to the City of Vero Beach if they were to fix the Plant and relocate it. That is a consideration in looking at the total package from the County. By not having the Plant there it would open this area up for potential tax generation and revenue in a City that is built out and has no other opportunities.

Mr. Baird stated that another thing to keep in mind is that can still have a utility tax of 10% or like what Mr. Bolton said a 25% tax. They have not lost this ability to put money in the General Fund. He said if they are subsidizing their General Fund with money from their utilities that is a big mistake. It should be a stand-alone cost center.

Mr. Heady commented that Mrs. Turner stated that it would allow them the ability to dismantle the Sewer Plant on the river. He asked Mr. Baird if that would be the County's responsibility in the plan he envisions.

Mr. Baird thought that they would need a referendum vote if the County was to keep the land. They have estimated that it is going to cost about $500,000 to $700,000 to have the Plant dismantled. They thought that if the City wanted to keep the land then they (the County) may want to pay for the costs to have the Plant dismantled. They will be doing a bond issue. He suggested that the City may want their auditor to look at these things once they are broken out and having it in this contract because this will be their balance sheet.

Mr. Heady clarified that the plan that is envisioned by the County when they are done with the property at 17th Street and Indian River Boulevard is that the land is going to stay with the City because it can't go anywhere else unless they have a referendum. He asked if the site would be cleaned up by the County and all they would have to do is throw grass seed down. Mr. Baird said that if they removed the Plant then it would be a cleared piece of property. He thought that there would have to be a small area (maybe across the street) they would need for their lift station. This would be included in the contract of purchase. He didn't see this as being a stumbling block with his Commission. He said that the City of Vero Beach is a part of Indian River County and a lot of citizens would love to see that property as a cleared site.

Mrs. Carroll mentioned that according to Mr. Baird's numbers and what he has looked at if the evaluation comes in anywhere greater than $25 million dollars, what he is saying is that the only way to raise money would be to raise the rates to everyone in the City, which would defeat the purpose of doing this. She said right now they have not received financial data as to what will happen through financial capabilities of their water and sewer system if Indian River Shores leaves and if the residents to the South leave.

Mr. Bolton explained that they knew how much revenue would be lost with what they were offering to Indian River Shores and they had excess revenues so there was not much of a

financial decision to make on that part. They projected this out and presented it to the Finance and Utilities Commission at a meeting that most of Council attended.

Mrs. Carroll asked if this was what would happen to the City's financial budget if Indian River Shores and the residents to the South (South Beach) left. She asked would the City be able to financially survive with the depletion of this percentage of their customers.

Mr. Bolton was answering the questions in regards to what Mr. Baird just said.

Mr. Bolton stated that in the next two weeks they will have this information available. He received their billing data on Thursday of last week and he has been working on it. He has what their staffing levels will look like and what their revenues are. He will need to look through to determine what their utility costs are going to be and what their chemical costs are going to be. He will be presenting this information to Council.

Mrs. Carroll wants to see the financial sustainability of the system with three different scenarios. They are Indian River Shores leaving, the South County leaving, and both Indian River Shores and South County leaving. She wants to know what the impact will be. One of the issues that she ran for office on was water and sewer regionalization. She wants to know if their system will be sustainable if these two users were to leave. This will impact them in moving forward. She reiterated that she has been asking for these numbers for some time now. They need to look at the agreement presented to them by the County and they are still waiting for the numbers that Mr. Bolton has been asked to provide. She said that the optimization study goes into looking at staffing levels and rates. She asked how long has it been since the Water and Sewer Department looked at staffing levels.

Mr. Bolton told her that he looks at staffing levels every year when he does the budget.

Mrs. Carroll noted that the Water and Sewer Department has 74 employees and only about ten (10) employees are earning less than $50,000. She said that this is a very highly paid staff. She asked Mr. Baird how many employees he has in the entire County Water and Sewer utility system, which is about three times the size of theirs. Mr. Baird answered that they have 112 employees.

Mayor Kramer mentioned that it has been brought up that any large price on a water and sewer Plant is financed by the ratepayers. He asked if that was a pretty common thing to do.

Mr. Hartman said that there were a lot of things to look at. He said that first the appraisal is giving them the information and not setting the purchase price. Then you will need to look at the impact to the General Fund relative to overhead, impacts relative to transfers and also the impact of pensions and liabilities. He said that there are plusses and minuses to all of these things which is why they are looking at the levels and these different issues. He said whenever you go into a

transaction, the Florida Statues requires that you consider what is the appraised value, what is the transactional value, etc. You are looking at these levels because you have to understand what the revenue and expense portion is.

Mrs. Turner asked when they are doing this asset appraisal are they also assessing all of the liabilities of the systems at the same time (the net value of it).

Mr. Hartman expressed that this is not his decision, but the decision that will be made by the City. He is an appraiser and is bringing the credentials to provide these things to them. This is the due diligence portion of getting into a transaction. He said that there are a lot of elements that need to be looked at.

Mrs. Turner asked if there was any reason why this master's agreement was for a period of five (5) years.

Mr. Hartman said that is a standard type situation. He did not write the agreement. It was the City's standard agreement.

Mr. Coment said that this was under the CCNAC Statute, which provides for a continuing contract.

Mrs. Turner felt that five (5) years was excessive.

Mr. Coment told her that it could be changed to whatever they are comfortable with.

Mr. Heady asked Mr. Hartman if his office was in Orlando. Mr. Hartman answered yes. Mr. Heady then asked him how many of the 800 employees worked at 618 East South (Orlando, Florida). Mr. Hartman said that 80 employees work in their Orlando office, there are a few employees that work in Boca Raton about 60 employees work in Jacksonville and they have a total of 19 offices with the largest office being in Pittsburgh where they have about 200 to 300 employees working there.

Mrs. Turner asked Mr. Hartman if there was any particular reason why he limited invoice questioning to ten (10) days.

Mr. Hartman said that was not his language, it was the City's.

Mr. Coment said that this language comes out of the Statute.

Mrs. Turner continued with her questions. She said in regards to the goals of the optimization study she feels that they need to address the possibility of losing Indian River Shores, which is not addressed in the backup material she received. They also need to address replacement of the Wastewater Treatment Plant in the optimization study. That will be one of the considerations that they will be comparing to the offer of the County and they need to understand what it will

cost the City to do that. She also requested that the preliminary reports be available to Council. In his proposal it looks like Council will not receive any information until the final report is submitted.

Mr. Falls stated that if Council approves these two (2) proposals tonight, he will be asking GAI to give them a monthly status report when they send their invoice that explains what each Consultant did and what was accomplished.

Mr. Hartman added that he will make himself available to discuss items with them if they have any questions.

Mrs. Turner was delighted to see a five year project period, but felt that they should look at extending it to ten (10) years. The reason is if after five years the franchise agreement changes then it will be a critical point if the County comes to them looking for a ten (10) year guarantee of rates that the City needs to show a good picture of what their rates would be. She asked if there was any possibility to shorten the process or that Council should look at some of these things so that they can obtain the information earlier.

Mr. Hartman felt that he could have the report finished in one-hundred (100) days.

Mrs. Carroll thought because GAI has done so much work for the City already that they probably have a lot of the data already.

Mrs. Turner stated that prior to proceeding she would like to see goals for the optimization study presented to the Council for agreement.

Mrs. Carroll referred to item F, number 4 on page 3, where it reads "Overall rate and charge application for each system as compared to the County for consistency." She said that she did not understand what this meant.

Mr. Hartman mentioned that about twelve (12) years ago when he did the County's rate study that the County is on a more modern basis then the City. He briefly explained.

Mrs. Carroll agreed with Mrs. Turner that she would like to have information coming to Council rather than directly to staff. They need to be kept in the loop. Mr. Heady asked her if she meant in addition to staff. Mrs. Carroll said that is what she meant.

Mr. Fletcher made a motion to authorize the City to enter into the two (2) agreements with GAI and authorize the master agreement that these work orders would fall under. Mr. Coment added that there is an actual work order that they will be recommending and he would attach the actual work order to the agreement that these work orders will fall under. Mrs. Turner seconded the motion for discussion. She asked them to entertain a revision of the documents and hereby amend them to be for a two (2) year term on the master contract, to have a ten year performance

statement as opposed to a five year window, that liabilities are presented in conjunction with the appraisals, that a replacement of the Water Plant is considered and that they also address Indian River Shores.

Mr. Fletcher amended his motion to include the revisions just stated by Mrs. Turner. The motion passed 4-1 with Mrs. Carroll voting no.

B) Utility Easement Deed for McDonald's Corporation

Mr. Falls reported that this Utility Easement Deed is for McDonald's Corporation (discussed earlier in the meeting)

Mrs. Turner made a motion to approve the Utility Easement Deed. Mrs. Carroll seconded the motion and it passed unanimously.

C) Finance Director Update

Mr. Falls reported that he has been trying to hire a new Finance Director to take Steve Maillet's place. They received around 60 applications and narrowed their search down to five applicants and out of the five they pulled three applicants. An offer was made to one of the applicants who declined. Offers were also made to the other top two applicants and they also have all declined. They will now readvertise the position and will be ready to review the applications with Mr. O'Connor.

Mrs. Turner made a motion to utilize an outside firm to help in hiring a Finance Director.

Mr. Falls went over the reasons that the three applicants declined the offers. He said that one of the applicants said after doing some further research that it was not a right fit for him, another applicant was offered a better position at the place he is currently employed and the third applicant could not take the job because of unexpected illness in the family.

Mrs. Carroll suggested reviewing the applications that they have instead of starting the whole process again.

Mr. Falls wanted to get some more applications to have some indication on who is out there.

Mrs. Turner reiterated her motion to hire an outside consultant to find a new Finance Director.

Mayor Kramer suggested holding off doing that until the new City Manager was in place.

Mr. Fletcher agreed with Mayor Kramer's comments. He said that he (Mr. O'Connor) might have better luck.

D) Landswap with the Dodgers

Mr. Heady questioned what happened with the landswap agreement with Vero Beach Sports Village.

Mr. Baird reported that they (Minor League Baseball) have agreed to sign the agreement.

8. CITY ATTORNEY'S MATTERS

None

9. CITY COUNCIL MATTERS

A. Old Business

1. Water and Wastewater Utility – Requested by Vice Mayor Turner

Mrs. Turner reported that there was a joint City/County meeting on April 29th where the Council voted to move forward with discussions with the County on regionalization. She would like staff to give a progress report on the discussions that have taken place.

Mr. Falls reported that Mr. Bolton has talked with the County staff and given them the information that they have requested. Council just approved the appraisal and optimization study that was brought to them tonight.

Mrs. Turner wanted to know if there has been anything not sent to the County that they have asked for.

Mr. Bolton stated that he just received a new request from the County and he is compiling all of the data to send to them. They continually answer the questions that they are being asked by the County.

Mrs. Turner felt that it was good to keep the conversation going. She asked if they were preparing any questions for the County.

Mr. Falls explained that they would be doing that as part of the work that the Consultant will be doing.

Mrs. Turner did not want them to wait four (4) months until the report is done.

Mr. Bolton said that they are starting to compile questions that they want the County to answer.

Mrs. Carroll agreed that they needed to be proactive.

Mrs. Turner wondered if they could prepare a list of questions by next week so that they can keep this conversation going.

Mr. Bolton said that he would be on vacation next week, but once he returned he would start working on the questions (it was noted that Mr. Falls is also going to be on vacation).

Mr. Heady asked the County staff if the City staff has been responsive to their requests.

Mr. Eric Olsen, Director of Indian River County Utilities, said that yes the City staff has been responsive. He then went over the information that they have asked for. He said that they are ready to answer any questions.

Mrs. Turner requested that this be a regular item on their agenda.

Mrs. Jane Burton, Utilities Commission member, reported that the Utilities Commission met today and a lot of questions came out and those along with some more should be considered immediately. She said that the Utilities Commission is ready to move on this and are willing to work as much as they need to.

Mr. Fletcher asked Mrs. Burton if they set the date for their next meeting.

Mr. Burton said that they would be meeting on the second Tuesday of the month and could meet sooner if they needed to.

Mr. Fletcher requested that the questions that the Utilities Commission is working on be submitted to Council.

Ms. Burton said then the Commission needs to meet and see that it gets done. It was agreed that a formal list of questions needs to be put together from both the Utilities and Finance Commission.

2. Personnel Policies – Requested by Vice Mayor Turner

This item was addressed earlier in the meeting.

3. GAI Electric Utility Consulting Contract – Requested by Vice Mayor Turner

Mrs. Turner wanted Council to review GAI's progress on a monthly basis.

Mr. Falls indicated to Council that once he receives GAI's first invoice that it will have all the activities that they have completed so far. They are now in the process of scheduling meetings with FMPA and Indian River Farms.

Mr. Fletcher questioned the lease for the gas line with Indian River Farms.

Mr. Falls said that they have a letter from Mr. Michael O'Haire and that is an issue that they will have to deal with.

Mrs. Turner emphasized how important it was to get moving on all of these things. She was glad to see the doors "open." Reports to be given by staff not paying GAI to present to Council.

4. **Status of procurement policy and inventory control procedures – Requested by Vice Mayor Turner**

Mrs. Turner asked about the status of the procurement policy and inventory control procedures.

Mr. Falls said that staff is working on a formal policy, which he will be bringing to Council.

Mrs. Turner asked what time frame might they be completed.

Mr. John O'Brien, Purchasing Director, stated that for the procurement policy that he probably would have that completed by the beginning of June. As far as the inventory control procedures, he was not sure, but would have a better idea by the next Council meeting.
Mrs. Turner felt that after seeing the CAFR report and the auditor's findings, that this should be given some priority.

Mr. O'Brien stated that it is a priority item and he is aware of it.

5. **FPL Report – Requested by Councilmember Heady**

Mr. Heady reported that they have entered the next phase and agreed to make some changes to the Letter of Intent from FPL. He did not think it was a bad idea to have a point person from Council considering the negotiations with FPL that will be going on. He would offer to be that person.

Mr. Falls reported that a Team will be set up when negotiations start. He said that Team will consist of a staff member, someone from Council, and their Consultant.

6. **OUC Contract – Requested by Councilmember Heady**

Mr. Heady commented that the OUC contract has been discussed on several occasions and it is becoming even more important now as to which contract was voted on and approved by the City Council in April 2008. He said that this Council (Mrs. Turner) gave pretty specific instructions to the former City Attorney directing him to meet with the Consultant from Massachusetts and

get a copy of the contract that was on the table. Mr. Heady said that he did not think that ever happened. He feels that because documents were transmitted electronically that it is not all that difficult to produce. He said that they should be able to get this document (unredacted version) and he would ask that document be requested from OUC.
Mrs. Carroll brought up that Mr. Heady stated that what he was going to be discussing was progress on contract changes. She asked what progress he was looking for. Is he asking Mr. Coment if he has progressed on this issue.

Mr. Heady stated that the former City Attorney made zero progress in supplying to Councilmember Turner what she requested and he has since been terminated and he (Mr. Heady) continues to seek progress on finding out the origin of the changes. He felt that it was pretty clear and there is a public record on what was voted on and it is important with their discussions with FPL to have that document in front of them.

Mrs. Carroll asked what specific action he was requesting from a Charter Officer.

Mr. Heady said that he wants to see the document that was transmitted electronically on April 7th.

Mr. Coment commented that those contracts were going back and forth between the Utilities Director (RB Sloan), the Consultant and OUC. He said that if there is anything they have been printed out and the Clerk has them. Mr. Heady realized that they have the hard copy that came back to them on April 21st and that is not what he has asked for. He has asked for the document that was sent to them electronically on April 7th. He wants to see the full document with all of the notations of the changes that were made.

Mrs. Turner recalled that when Mr. Heady was in Tallahassee he visited with the State Attorney General's office requesting some assistance on the OUC investigation and they told him that they would not respond to a single Councilmember.

Mr. Heady was not asking for any interception by the State Attorney's office at this point. What he is asking for is to get the information from April 7th.

Mrs. Turner commented that they may not resolve getting this document and that maybe Mr. Heady should file a complaint and have some support from the Attorney General's office.

Mr. Heady did not think he needed the support from the Attorney General's office. The support needs to come from the City Council and that it is important at this point that they know exactly what their liabilities are particularly as they pertain to any potential penalties.

Mayor Kramer wondered if there was someone in Information Systems (IS) that could look for this document.

Mr. Falls said that he would have their IS Department work on this.

7. Water Sewer Update – Requested by Councilmember Heady

This item was discussed earlier in the meeting.

8. Continuation of discussion, consideration of Charter Officer positions – Requested by Councilmember Heady

Mr. Heady commented that he brought this item up before and there seemed to be some interest from Council in discussing the possibility of having the Finance Director be a Charter Officer. This item will be brought back up at their next meeting.

B. New Business

1. Regionalization Priority – Requested by Mayor Kramer

Mayor Kramer reported that he has been putting a lot of information together from various sources including staff, consultants and outside sources. He said that a lot of this work that he is doing is to see how a regionalization project would affect the people of Vero Beach. In his backup material he did show a tax increase, which he was conservative with. He said personally they would save money by staying the way they operate now rather than going with the County system. He said that his bill would increase approximately 30%. He has the information for Council if they wanted to know what their bills would be if they went through with the regionalization. Mayor Kramer briefly went through the backup material that he has provided to Council. He is looking for any kind of benefit as to why they want to do this. He knows that there are a lot of people that want the Sewer Plant off of the river, but they are going to have to pay for it (approximately $53 million dollars) either way if they do go with the regionalization with the County. He would rather keep that money in his pocket rather to clean up the view when he goes across the river. He said that when he wrote the opinion article that appeared in the Press Journal he did the work to find out if they went through with the project would they end up paying higher rates and who would get the money. He commented that with all the things they have going on that they are "stressing" staff. They don't have all these resources to be pushing these big projects. He doesn't know what is magical about the end of September (schedule that the County has produced for this project), but to push staff to jump through all these hoops by the end of September will be tough.

Mrs. Turner asked where the end of September came from.

Mayor Kramer said that was from the County's meeting this morning. The County Commission agreed to a time frame and this will be completed by the end of September. This time frame does not give the City the time to do due diligence.

Mrs. Carroll noted that they have not signed anything with the County locking them into this time frame.

Mr. Olsen commented that at the April 29th joint City/Council meeting they were led to believe that a schedule was needed, which would give them something to work off. He then gave a quick recap of what the County Commission talked about this morning. He said by the end of June they hoped to give the City an agreement for them to look at and in theory could have something agreed upon. Their intent is that the City customers would pay the same exact rate as Indian River County customers. They are looking at investing somewhere around $50 million dollars.

Mayor Kramer expressed that the citizens want to know what is the hurry, why the rush. In looking at their rates, in a couple years the rates will go down. He said that this is going to be a tough budget year. He said there is not any damage to their system and no reason why they have to get rid of this facility. He said that they should be focusing on what their voters told them to do and that would be to work with FPL.

Mrs. Turner stated that this gives them an opportunity to address some of the issues with the interest of the County. They are having an optimization study done and they will get a response about Indian River Shores and how that will impact them if Indian River Shores was to leave. She said that Indian River Shores has to give notice to the City by November 1st. They have a window here where the County has come to them to offer this. She did not know if this was the best deal for the City, but felt that they owe it to their ratepayers to investigate it and ask the questions and to keep the conversation going.

Mayor Kramer commented that the franchise agreement with Indian River Shores is five years away. He said that they could not control what Indian River Shores does.

Mrs. Turner expressed the need to have a vision for the City and what they want it to look like in five or ten years. It is their job to protect their ratepayers. She noticed in the Mayor's analysis that he excluded wastewater completely. She asked him if his home was on septic. She said that she was and their wastewater rates were higher than the County's rates.

Mayor Kramer indicated that he did show in his backup someone on the wastewater system.

Mrs. Turner felt that they needed to look at all of the options and then move forward.

Mrs. Carroll referred to the Mayor's article that he wrote that appeared in the Press Journal. She said that there were three different types of taxes that the City residents would be responsible for. She asked what are they.

Mayor Kramer said that the first one was the utility tax, which was 10% on water only. Mrs. Carroll asked if this was a fee that the County charges them.

Mr. Olson explained that it is a City tax and not a County tax. He said in reference to the report that there are actually three columns in comparing the rates. In the third column although it says proposed rates, it includes a 10% surcharge and a 6% franchise imposed by the City on top of the County's rates. He expressed that in looking at the third column that it is not the County's rate. He said it shows the rates if the City imposes an additional 10% tax on top of the County rate and then adds another 6% on top of that.

Mayor Kramer explained that there is already a utility tax, which is 10% on water. He said what is shown in the third column is exactly what is going to happen.

Mrs. Carroll asked Mr. Olson to explain something to her. She said that the Mayor is adding two 6% surcharges. She asked which one is coming from the County.

Mr. Olson said that there is only one.

Mrs. Carroll wanted to make it clear that the only thing that the County adds to their rates is 6%.

Mr. Olson said that is correct. Mrs. Carroll continued by saying that everybody in the County pays 6%. She asked where the Mayor is getting the extra 6% from.

Mr. Olson stated that it is an additional tax if the City elects to add a franchise fee and collects it on top of the 6% franchise fee already in place by the County and if the City elects to add a 10% franchise fee on top of that then they can get to what is shown in the third column.

Mrs. Carroll asked if they currently are adding a 10% fee plus a 6% fee.

Mr. Bolton showed on the doc cam a 5/8" Water Meter. He said for a 5/8 water meter user the first column is the City rate, the second column is the County rate and the third column is what their outside customers are charged because they have a 10% surcharge, the fourth column is what the County rate with the equalization charge is going to be (6%), the fifth column is what their current water charges are at their current utility tax, which is 10% which is a revenue to the General Fund. All electric and water bills reflect this 10% utility tax. The difference between

column five and column six is they are going to take the County's bill with the equalization charge with the utility tax and then impose a franchise fee and this is what the new rate will be.

Mrs. Carroll said then what the article that Mayor Kramer presented was adding more and more taxes on, but was not truly what the rates will be.

Mr. Heady asked what the average user is. Mr. Bolton said that it was about 6,000 gallons so they will pay roughly $5.30 to be on the County system with the charges then what they are currently now.

Mrs. Turner told Mr. Bolton that would be correct if they assume all these extra taxes. She said that these are things that will need to be discussed and it is important to have these open discussions and get the details. She said that there are people trying to evaluate this deal before it has even been made. There was a brief discussion that took place between Mrs. Turner and Mr. Bolton.

Mr. Heady commented that clearly there are some City Councilmembers who are annoyed at these charts being put up. He said one of the things that he heard said was that they want the details. He said that is what Mr. Bolton has presented to them and he appreciates that. He also wants the details of what these charges include. He thinks they will be getting that. He said that the franchise fee pretty much throughout the State is 6%. That is what you pay when you have someone providing utilities within their corporate limits. He also added that this Council is in control of those fees and they currently choose to impose those fees and they can choose to continue imposing those fees or choose not to impose those fees.

Mrs. Turner asked the Council not to be short sighted and not just too look at their rates today, but what are they going to be in five years. She said lets keep the doors open for discussion.

Mr. Heady recalled that they agreed earlier in the meeting to spend money to hire a Consultant to bring these numbers back to them.

2. Water and Sewer Airport land leases – Requested by Vice Mayor Turner

Mrs. Turner explained that the Airport can lease land, but none of the funds from the Airport can be used by the City and returned directly to the General Fund. It is incumbent on the Airport to maintain their leases at fair market value. It came to her attention that they had a water and sewer lease that had been cancelled by a memo from Rob Bolton to Jackie Mitts saying that they are no longer using this property and to take it off the budget. However, the lease was enacted by City Council by adoption of a Resolution. She has asked their City Attorney to prepare an Ordinance to address this issue. She said that in reviewing the Airport leases that they have no

termination date for the City, no condition as to the character as to how they leave the land. She feels that this may be perceived by the FAA as giving the City an advantage in their leases. She felt that they need to be very careful with this and how important it is that they are in compliance with FAA regulations. They could be penalized or lose their FAA grants, which are critical to the Airport operation.

Mr. Falls reported that he has met with Mr. Bolton and Mr. Eric Menger, Airport Director, to discuss this and will be bringing a Resolution back to Council concerning this matter. What they will do is work out the back rent make sure that is paid for, and they have a couple of different options for removal of the tank. He said one of the reasons that the use stopped is because they thought they had a way to remove the tank with no cost to the City taxpayers because the parcel is needed for construction of Aviation Boulevard. However, today at the County Commission meeting that project was scaled back to only build the improvements to 43rd Avenue and Aviation Boulevard and the intermodal sidewalk improvements down from US1 to the Airport. They would finish the design and get the things done that have to be done in order to fit in with the 43rd Avenue project that is going to be coming up from 16th Street up to Aviation Boulevard. Mrs. Turner had some concerns with the format used for cancelling the lease.

Mr. Coment informed Council that the reason that they do Resolutions is because the tenant and the owner of the property is the same entity.

3. **Hiring of a transactional (mergers and acquisitions) and utility law firm to negotiate on behalf of the City, AND reporting to the City Council – Requested by Councilmember Carroll**

Mrs. Carroll recalled that they have discussed that Mr. Gray Robinson, Consultant with GAI, has been looking at the OUC contract, FMPA entitlements, Acquisition of Vero Beach Electric with FPL and the merger of the City water and sewer with Indian River County. She wanted to discuss the possibility of hiring a transactional (mergers and acquisitions) and utility law firm to negotiate on behalf of the City and have them report to the City Council. She has a concern and voiced it earlier in this meeting with GAI and Gray Robinson being too close with the City in looking at all of these negotiations at one point. She has had a lot of concerns with members of the community that they are looking at huge acquisitions and mergers taking place and that perhaps a professional person with transactional law experience would be beneficial to represent the City on all of these issues. They also have a need in their City Attorney's office, with the workload that Mr. Coment and Mrs. Lyon have taken on with all of these issues and perhaps a transactional attorney may be the way to go. She has attached to their backup some information on what transactional law is and from the web some information on three possible law firms that specialize in this field. She has received telephone calls that there is a transactional attorney in Vero Beach who is from the Law Firm of Rossway, Moore and Taylor.

Mrs. Turner agreed that looking at these major negotiations that they will be dealing with and she would feel more comfortable having a transactional attorney reporting directly to Council.

Mayor Kramer thought that Mr. Tom Cloud was a transactional attorney.

Mr. Coment said that Mr. Cloud is a utilities attorney who handled the transactions for the Village of Royal Palm Beach. He explained that Mr. Cloud was a subcontractor for GAI and is a subcontractor working for GAI and have indicated that negotiations of an actual deal will cost the City extra.

Mrs. Carroll did have some concerns on the comments that were made on the Letter of Intent (LOI) and concerns voiced that they almost lost the whole LOI with FPL based on the conversations that were going back and forth.

Mr. Coment did not think there was a problem. He said that there are transactional attorneys and then there are utility transactional attorneys. His suggestion would be to have someone experienced in utilities if they decide to have an additional attorney reporting to them and hire someone like Mr. Cloud who would not take too much time to get up to speed.

Mrs. Carroll reiterated that after doing some research she has found three large firms who have experience in this field. She would like to move forward with an RFP to these three law firms concerning these issues and to have them negotiated for the City.

Mr. Coment expressed that Mr. Shef Wright (Attorney we are using for the Public Service Commission case) was also a utilities transactional attorney.

Mrs. Carroll made a motion that they go forward in creating an RFP for a transactional attorney to work as a representative of the City for the negotiations and working with the OUC Contract, the FMPA entitlements, the Acquisition of Vero Beach Electric by FPL, and a merger with the City water and sewer with Indian River County. Mrs. Turner seconded the motion.

Mr. Heady asked if this was in addition to the work that GAI was doing or are they going to segregate that out.

Mrs. Carroll stated that in GAI's contract she did not believe it says specifically what their responsibilities are. She thought that Mr. Robinson was the Consultant to GAI and their duties were not delineated.

Mr. Falls understood that all of GAI's services would be available through the negotiation phase and they have given a price for FPL and they have the hourly rates for the others.

Mayor Kramer mentioned the experience that Mr. Cloud already has with FPL. He thought that bringing in another attorney would cost them more money and take a while to bring them up to speed.

Mr. O'Brien commented that the whole RFP process could take up to 40 days.

Mayor Kramer would like to see them stay with who they have so they don't have to spend any more money.

Mr. Heady felt that it would slow down the process by 40 to 60 days.

Mr. Falls cautioned Council against singling out any one law firm.

Mrs. Carroll said that the RFP would be opened up to qualified firms.

Mayor Kramer asked if they were looking for someone that Council would interact with on a personal basis as they go through this process.

Mrs. Carroll reiterated that she is looking for someone who is a transitional, (merger and acquisitions) utility law firm. Mayor Kramer told her that meets the qualifications for Mr. Cloud. She has talked to a number of people who have said that Mr. Robinson is not the best attorney to represent the City in these issues.

Mr. Heady wanted to know what the public's concerns were.

Mrs. Carroll said that she was not at liberty to share the various concerns.

Mr. Fletcher said that sounds like an anonymous letter and you can't consider an anonymous letter.

Mrs. Carroll stated that if the Council is comfortable with the current attorney negotiating for them and reporting to staff then that is what the Council wants to do.

Mr. Heady was uncomfortable with a Councilmember saying that there are concerns from the public, but won't tell the rest of the Council what the concerns are.

Mr. Fletcher was comfortable with the attorney that they have now. He did not think that they needed to hire another attorney.

Mr. Coment commented that FPL is familiar with Mr. Cloud and has worked with him in the past.

The motion failed 3-2 with Mr. Heady voting no, Mr. Fletcher voting no, and Mayor Kramer voting no.

4. Main Street – Requested by Councilmember Fletcher

This item was discussed earlier in the meeting.

5. Indian River Boulevard six (6) lane widening – Requested by Councilmember Fletcher

Mr. Fletcher did not feel that they needed to widen Indian River Boulevard.

Mrs. Turner questioned why they would want to expand.

Mr. Fletcher explained that it is an MPO project and a statement needs to be made if the Council does not want to pursue it.

Mr. Heady made a motion that the City Council does not want to pursue the widening of Indian River Boulevard (they are opposed to it). Mrs. Turner seconded the motion and it passed unanimously.

Mr. Falls explained that they will experience growth on the part of Indian River Boulevard that is in the City, because growth is all around them.

Mr. Heady heard tonight that with the Twin Pairs they want to get rid of some lanes and now with Indian River Boulevard they would like to add some lanes.

Mr. Fletcher would relay the decision of the Council to MPO.

6. Update of the work agreement for the new City Manager – Requested by Councilmember Fletcher

Mr. Fletcher commented that the Council appointed him as lead person for the Committee that was formed to negotiate Mr. O'Connor's contract. The Committee has met two times and has

drafted a Version III of the contract for Council to consider. He said that the document was generated through the City Attorney's office and he asked Mr. Coment to go through the document.

Mrs. Carroll could not find Version III in her package. The City Clerk went and made copies of the contract.

Mr. Fletcher explained that the Committee did not discuss the salary for Mr. O'Connor because he did not think it was appropriate for the Committee to determine that rather it needed to be decided by Council. He felt that $145,000 would be an appropriate number to offer Mr. O'Connor.

Mr. David Johnson, HR Dynamics, stated that Mr. O'Connor has been involved in the negotiations. Because the job may change in two or three years, Mr. O'Connor has agreed to negotiate the base salary portion of the agreement in order to appropriately reflect his current level of duties and responsibilities. Mr. O'Connor has expressed to Mr. Johnson that his current salary is $145,000 and that is what he would be looking for from the City of Vero Beach. Mr. Johnson felt that Mr. O'Connor could deserve as much as $150,000. He is saying that based on the 25 to 30 years that he has been a City Manager and the level of experience that he brings.

Mr. Fletcher expressed to the Council that Mr. O'Connor is paying a State income tax in Virginia at 5.7% so the $145,000 would be a raise for Mr. O'Connor.

Mr. Johnson commented that the general tax is on the adjusted Federal income and it is also tax that you pay that is deducted from the Federal income. He explained that the State tax that Mr. O'Connor is paying amounts to more like a 3% differential. Also, Mr. O'Connor would be getting $300.00 less in auto allowance than what he is currently receiving now. There is a little bit of question about the retirement fund (ours versus his) and he has some more research to do on that.

Mr. Heady commented that one of the interesting things that they have seen in this community in the past few days is a School Board Superintendent being hired and the new Superintendent agreed to a package that was less than the current Superintendent because she understood the dynamics of the economy in this community. He felt that the same would apply to a City Manager and he would be opposed to any salary that exceeded the current cost to the City for their City Manager (the cost would be in the $130,000 range).

Mrs. Carroll asked what was Mr. Gabbard, the former City Manager's salary. She was told it was $137,000 and in 2004 Mr. Mekarski was being paid $130,000.

Mr. Fletcher expressed to Council that Mr. Gabbard did not have the background that they are talking about here. Mr. O'Connor's experience is exactly what they need for the position that

they are in right now. Mr. O'Connor also understands that in the future (in about three years) that his job will be decreased and he is open to a discussion of his contract as that occurs.

Mr. Heady felt that was one of the things that they needed to consider before they hire someone that has qualifications that they are not going to need in the long term. He is hearing from County staff today that they could put together a regionalization plan for water and sewer by the end of September. They have heard from FPL that they think that they could agree to some terms shortly. It just seems to him that regardless of credentials, what they really need to look at is what they need and not what someone's credentials are.

Mr. Fletcher felt that Mr. O'Connor has exactly what they need. He said one of the things that they included in the agreement was the use it or lose it policy when it comes to sick leave and vacation time. Also, he included a clause in the agreement that if Mr. O'Connor leaves within three years that the cost of moving expenses would be returned to the City.

Mayor Kramer felt that Mr. O'Connor should be offered $145,000 and if he does a great job then they should give him a bonus.

Mrs. Carroll asked Mr. Fletcher if the Committee discussed a bonus situation.

Mr. Robert Anderson, Human Resource Director, explained that bonuses are illegal unless there is a specific policy in place. What they did on page 2 of the agreement, is put in there that a merit increase could be considered, which would take the place of a bonus.

Mr. Heady went back to the $145,000 salary that is being suggested. There have been suggestions that they end furloughs for staff and they are talking about reductions in the budget and hiring this man will increase the cost for taxpayers by the time you roll everything in and it will cost the City $175,000. He said that is three or four employees that they are talking about. He has asked if there is something that the current City Manager is not doing and he has not received one answer from any Councilmember. He just wanted to know what it is that they need that justifies increasing the cost to the taxpayers $175,000.

Mr. Fletcher corrected Mr. Heady by saying that the salary was not $175,000, it was $145,000. Mr. Heady interrupted and said by the time you include all the benefits it winds up being $175,000. Mr. Fletcher continued by saying that the point is that Council took a vote and it passed to hire Mr. O'Connor. They will be taking a vote on offering him the salary of $145,000 and if Mr. Heady does not like that it is too bad. He did not prevail.

Mr. Heady stated that whether he prevailed in the vote or not remains to be seen. He said whether he prevails in the vote for a new City Manager and what they pay him remains to be seen, but it does not stop him from voicing his opinion with respect to this expenditure.

Council discussed what they would like to offer Mr. O'Connor for his salary. Mr. Fletcher voted for $145,000, Mrs. Carroll voted for $140,000, Mrs. Turner voted for $145,000, Mayor Kramer voted for $145,000 and Mr. Heady voted for $125,000. The offer to Mr. O'Connor will be $145,000.

Mr. Johnson asked that on page 1 of the agreement, that the Notice period be changed to 60 days instead of 45 days. He explained that Mr. O'Connor has a contract with the City that he is in now that requires a 60 day notice. He hopes that he will only have to give a 45 day notice, but his contract does call for a 60 day notice. Mr. O'Connor has also said that if we get this agreement to him by tomorrow that he would have it back to the City on Friday.

Mr. Fletcher added that in order to bring Mr. O'Connor up to speed he would be very receptive to receiving packages.

Mr. Heady referred to page one in reference to three years of employment. He said that the Charter Officers in this City serve at the pleasure of the Council and when you start to refer to three years, red flags go up for him all over the place. He felt that if they were going to hire a new City Manager that he should work at the pleasure of the Council and not be given a three year contract.

Mr. Fletcher said that Mr. O'Connor would be working at the pleasure of the Council and can be released at any time.

Mr. Coment explained that this is a continuing contract and does not have a term. The three years is in the contract because Mr. O'Connor is saying that after three years he would be willing to renegotiate his salary.

Mr. Heady commented that if FPL comes through and the County regionalization comes through at the dates they are hearing then they might be looking at three or six months out in having a different City.

Mr. Coment explained that Mr. O'Connor suggested the three years and his age is 62.

Mr. Heady would be much happier if the renegotiation of the base salary would be dependent upon what the duties are and that would be directly proportional as to what they do with FPL and the regionalization of water and sewer. He said that would be the time they should renegotiate the pay.

Mrs. Turner said that it is also dependent on how well the negotiations are handled. She said that with the leadership that you have, how well they handle the tax rates, etc. She did not feel it was reasonable to limit it to those two areas as mentioned by Mr. Heady.

Mr. Heady felt that the renegotiation of salary should be proportional to the duties and the duties will be drastically reduced if they do something with their utilities.

Mayor Kramer had a problem with (b) in Section 3. Council agreed to take the last sentence out making the paragraph to read "At anytime after Three (3) years of employment with Employer (3rd anniversary after Employment Date), Employer may negotiate with Employee the base salary only portion of this Agreement in order to appropriately reflect Employee's then current level of duties and responsibilities".

Mr. Heady would like to see the three years eliminated from the sentence also.

Mrs. Turner commented that by doing that what security would Mr. O'Connor have to make a move to come here.

Mr. Fletcher agreed that Mr. O'Connor is making a huge commitment to come here. He just needs a little stability.

Mr. Heady said that taxpayers are making a huge commitment too.

Mr. Fletcher asked Mr. Heady if he would be comfortable with two years. Would that make him feel better?

Mr. Heady said that it makes him feel one year better.

It was the consensus of Council to leave three years in the agreement.

Mr. Falls commented that he knows they have talked about the 45 day time period; however they will be passed their City Manager budget review. He asked if there was any way to ask Mr. O'Connor to take a few vacation days and come to the City. He said that there are some big decisions that need to be made and he would like Mr. O'Connor's input on them and to have him be a part of the process.

Mr. Fletcher did not see that they could structure that request into the agreement.

Mrs. Carroll asked Mr. Johnson to relay to Mr. O'Connor that they would like him to be a part of the budget process.

Mr. Johnson stated that Mr. O'Connor has indicated to him that he will be making trips to Vero Beach so they may see him here on the weekends. He also feels that the City Council in Winchester may allow him to leave at an earlier date.

At this time Mr. Coment told Council that they were getting close to 11:00 p.m. and the Code dictates that Council has to vote if they wish to continue the meeting past 11:00 p.m.

Mr. Fletcher made a motion to continue until they are finished with this contract. Mrs. Turner seconded the motion and it passed unanimously.

Mr. Heady referred to Section 3 (c), which would give Mr. O'Connor an automatic increase in whatever they agree to for other employees. It was explained that any salary adjustments that are provided to the other employees that Mr. O'Connor would be entitled to the same. The increase would not occur for Mr. O'Connor until next year at budget time. This clause does not come into effect until the next fiscal year. Mr. Heady wanted this language clear in the contract. Mr. Coment said that if Council grants a cost of living increase to the rest of the employees then Mr. O'Connor would get the same thing, but it would not apply to him until the next fiscal year.

Mr. Anderson disagreed with Mr. Coment. He said that the way he would read this is if the rest of the employees were given a salary increase on October 1st then Mr. O'Connor would be entitled to that raise.

Mr. Coment said then they could add something that would say an increase would not be given sooner than one full year of employment.

Mr. Coment referred to page 2. He said that the health insurance will be the same as for other employees. He then went over the annual vacation and sick leave.

Mr. Heady had a problem with Mr. O'Connor being advanced credit for ten days of sick leave that may be used immediately. He asked if any other employee ever been advanced ten days of six leave before they started work. He was told that Mr. Mekarski was. He had a problem adding ten days of sick time before Mr. O'Connor even starts working.

Mr. Anderson explained the reason why it was in the agreement and noted that both Mr. MeKarski and Mr. Sloan were given an advance in pay in order to make their transitions into their new job.

Mr. Heady did not want to set this as a precedent.

Mr. Fletcher did not have a problem with this clause being in the agreement. He said that it was just an advance in pay.

Mr. Heady said that he would have a hard time convincing some taxpayers that someone making $145,000 a year would need advancement in their pay.

It was the consensus of Council to leave this as is.

Mr. Heady commented that some of the concerns that this Council has had is the rollover of annual leave and the rollover of sick days. They have talked at length at different meetings that they were going to stop that. Now what they want to do before Mr. O'Connor walks through the door is extend that. He said what they need to do is adopt a policy of use it or lose it. If they are

going to give him vacation days then he would expect him to use those vacation days within the year. This would be the same with sick days. The way they accrue sick days is if a unforeseen illness happens to an employee and they have never taken sick days then whatever they have accrued they get to use because they are sick. But, for any employee to carry forward sick days, to him, is not what sick days are for. They need to stop the accrual of carrying forward sick days where the employee winds up with a huge check at the end of their employment because they were not sick. He said that sick days were never meant to be a slush fund.

It was noted that Mr. O'Connor basically has the same wording in his current contract with Winchester (regarding sick time and vacation pay). Mr. Coment read that part of his contract.

Mr. Coment went to page 3, under Retirement. He said that Mr. O'Connor is asking for the City to pay the 3.25% on his behalf (what the employees contribute at this time). Mr. Johnson said that Mr. O'Connor understood that this was his contribution. Mr. Coment continued by saying that in addition he is asking that the 3% base salary be put into a deferred compensation program with ICMA. He said that what they have in their rules would work. The only problem for Mr. O'Connor is investing is in five years and he may not still be working at age 65. In (b) it needs to be changed to a 401 deferred compensation. It was explained that Mr. O'Connor will be taking a big hit on his retirement compared to what he has now in Winchester.

Mr. Heady asked what is Mr. O'Connor getting in comparison to the other Charter Officers. Mrs. Vock said that she gets whatever the other employees of the City receive. Mr. Heady had some problems with paying Mr. O'Connor more money than what the other Charter Officers were making. He does not mind paying a retirement, but he strongly objects to any retirement benefit that exceeds the retirement benefit that they agreed to pay their current Charter Officers.

Mrs. Carroll agreed that what the other Charter Officers are getting would be sufficient.

Mrs. Turner agreed that they go with their regular retirement program and offer him that.

Mr. Coment said then he would strike (b) and leave that out entirely. What he suggested with (a) is to read "Employer agrees to enroll the Employee into the applicable local retirement system pursuant to the Employer's retirement plan; or as may be amended".

At this point in the meeting, the Mayor's duties were briefly explained and Mr. Heady said that the only responsibility of the Mayor is to look at the expenses that have been turned in and say that they conform to the items that the Council has identified in the budget.

The next section to discuss was Section 9. Termination and Severance.

Mr. Coment went over this section of the agreement.

Mr. Heady brought up the money that they owed Charlie Vitunac, who was a Charter Officer, when he left and how someone that he talked to was disturbed that they were paying such dollar amounts in a tight budget year that they are facing. He said that the Charter Officer works at the pleasure of the Council. To offer Mr. O'Connor a twelve (12) month golden parachute is not acceptable at all. If Mr. O'Connor does his job then he is going to maintain employment and if he doesn't then the Charter Officers serve at the pleasure of the Council.

Mr. Fletcher said that Mr. O'Connor is entitled to some sort of security if the Council should decide to "throw him out."

Mrs. Turner added that a City Manager's tenure in any one City is four and ½ years and they must take that into consideration. She thinks it is reasonable to have this security in the agreement and noted how a City Manager is very vulnerable to the whims of politics.

Mr. Heady did not think that this was the time that they should be saddling the taxpayers of their community with a $150,000 golden parachute. He reiterated that Mr. O'Connor works at the pleasure of the Council.

Mayor Kramer asked Mr. Coment to read what Mr. O'Connor's current contract has in it. Mr. Coment provided Council with that information.

It was noted that the Committee referred to several contracts from different areas of the State in drafting this agreement. They felt that what Mr. O'Connor had in his contract in Winchester is probably what he is looking for in this City.

Mr. Heady stated that the City of Vero Beach should be a leader and not a follower. They should take the lead and not adopt the golden parachute for the City. It is offensive.

Council agreed to change IV to read "Employer's payments to Employee for severance and accrued leave shall be paid in equal payments over the term of the applicable severance period at the same intervals for Employer's other full-time employees. Any and all such payments shall be less any and all amounts required or permitted to be withheld or deducted".

Council changed the wording in VI, fifth sentence to read "Employee agrees that any and all accrued and unused vacation and sick leave shall be forfeited and Employer shall be relieved from its obligation to pay Employee for all such leave upon Employee's voluntary termination if the Employee fails to provide such written notice or such notice is given less than Sixty (60) days before the termination effective date. The forfeiture shall be effective on the termination effective date or on the notice date, whichever is earlier".

Council discussed the relocation expense and changed the last paragraph to read "In addition to the aforementioned sum of $20,000.00, Employer agrees to pay for a maximum of One (1) month for temporary living expense for Employee, at a cost not to exceed $1,000.00. Employee

shall document and provide receipts for all reimbursable living expense. Should Employee voluntarily terminate employment with the Employer at anytime within the first three (3) years from Employee's Employment Date, all relocation and living expense paid by Employer shall be reimbursed to the Employer by Employee either by direct payment or deduction from any payments due Employee".

Mr. Heady felt that they needed to cut the $20,000 dollar moving expense in half.

Mr. Johnson expressed that Mr. O'Connor will provide receipts for all the expenses that he incurs. He said that maximum does not mean that all the money has to be spent.

Because of the late hour, Council agreed to put the remaining items on their next Council agenda for discussion.

7. Consideration of FPL offer – Requested by Councilmember Heady
8. Request for staff presentations on any errors in any electric utility presentation to City Council by any individual or group – Requested by Councilmember Heady
9. Discussion on City Manager position – Requested by Councilmember Heady
10. Charter Officers, existing conditions of employment – Requested by Councilmember Heady
11. Discussion of response from Advisory Commissions – Requested by Councilmember Heady

These items will be heard at the next Council meeting.

10. INDIVIDUAL COUNCILMEMBERS' MATTERS

A. **Mayor Jay Kramer's Matters**
   1. Correspondence
   2. Committee Reports
   3. Comments

B. Vice Mayor Pilar Turner's Matters
   1. Correspondence
   2. Committee Reports
   3. Comments

C. Councilmember Tracy Carroll's Matters
   1. Correspondence
   2. Committee Reports
   3. Comments

D. Councilmember Brian Heady's Matters

1. Correspondence

2. Committee Reports

3. Comments

1. Any item or items removed from meeting agenda

E. Councilmember Craig Fletcher's Matters

1. Correspondence

2. Committee Reports

3. Comments

11. ADJOURNMENT

Tonight's meeting adjourned at 11:46 p.m.

/tv

Addendum to the City Council Meeting Agenda

__ New Business X Old Business

Author: Pilar Turner **Council Meeting Date:** May 17, 2011 **Priority** ____ **of** _____

Title: Personnel Policies

9A-2)

Summary of your points for discussion: Ordinance for personnel policy changes to incorporate limit on employment of retirees and requirement for personnel appraisals.

All agenda Additions - Public need or issue addressed: Prevent abuse of system allowing double-dippers. Institure accountability across all employee levens.

Statement of the proposed solution to the public need or issue: Present ordinance to Council for vote.

New Business Only - Relevant City Charter, code references, legal: City Personnel Policies

Backup - additional attached documentation includes:

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue: Discussed at Council meeting on Feb. 22. On April 5 motion passed by Council to prepare ordinance.

Addendum to the City Council Meeting Agenda

__ New Business X Old Business

Author: Pilar Turner **Council Meeting Date:** May 17, 2011 **Priority** ____ **of** _____

Title: Status of procurement policy and inventory control procedures. 9A-4)

Summary of your points for discussion: Formal plicies and procedures required to standardize operations.

All agenda Additions - Public need or issue addressed: Eliminate arbitrary actions. Eliminate fraud and theft.

Statement of the proposed solution to the public need or issue: Staff submit policy and procedures for Council review.

New Business Only - Relevant City Charter, code references, legal:

Backup - additional attached documentation includes: None

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue: Discussed at Council meetings on April 5, April 19, and May 3.

Addendum to the City Council Meeting Agenda

__ New Business X Old Business

Author: Brian Heady **Council Meeting Date:** May 3, 2011 **Priority** ____ **of** ____

Title: OUC Contract

9A-6)

Summary of your points for discussion: Update

All agenda Additions - Public need or issue addressed: Progress on contract changes

Statement of the proposed solution to the public need or issue: To be determined

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New Business Only - Relevant City Charter, code references, legal:

Backup - additional attached documentation includes:

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue:
1/5/10; 1/19/10; 2/16/10; 3/2/10; 3/16/10; 4/6/10; 4/20/10; 5/4/10; 11/16/10; 12/7/10; 1/4/11; 1/18/11; 2/1/11; 2/15/11; 3/1/11; 3/15/11; 4/5/11

Addendum to the City Council Meeting Agenda

__ New Business X Old Business

Author: Brian Heady **Council Meeting Date:** May 3, 2011 **Priority** ____ **of** _____

Title: Water Sewer Update

9A-7)

Summary of your points for discussion:

All agenda Additions - Public need or issue addressed: Insuring best water sewer service for City

Statement of the proposed solution to the public need or issue: To be determined

New Business Only - Relevant City Charter, code references, legal:

Backup - additional attached documentation includes:

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue:
April 5, 2011

Addendum to the City Council Meeting Agenda

__ New Business X Old Business

Author: Brian Heady **Council Meeting Date:** May 3, 2011 **Priority** ____ **of** ____

Title: Continuation of discussion, consideration of Charter Officer positions 9A-8)

Summary of your points for discussion:

All agenda Additions - Public need or issue addressed: Consideration of Council control over Charter Officers

Statement of the proposed solution to the public need or issue: To be determined

New Business Only - Relevant City Charter, code references, legal:

Backup - additional attached documentation includes:

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue:

March 15, 2011
April 5, 2011

Addendum to the City Council Meeting Agenda _X_ New Business __Old Business

Author: Mayor Kramer **Council Meeting Date:** May 17, 2011 **Priority** ____ **of** __ 9B-1)

Title: Regionalization Priority

Summary of your points for discussion: We are at a time in year that staff is busily working on budgeting, due diligence with FPL and we are about to bring on board a new City Manager. In my discussions with City residents I can find no one that is pushing for the sale of our water and sewer system. Further, in doing some estimations as to what the utility bills would look like under the proposed regionalized plan, I can find no one in Vero Beach who benefits from this proposal. It would be my request that this proposal of regionalization be tabled to a later time when our larger issues have been resolved.

All agenda Additions - Public need or issue addressed:

Statement of the proposed solution to the public need or issue:

New Business Only - Relevant City Charter, code references, legal:

Backup - additional attached documentation includes:

A. Spread sheet of what rates and taxes would look like under proposal
B. PRMG opinions of rate study and County finances
C. Tax impact of sale

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue:

5/8" Meter W/S

	KGAL	Vero Beach Bill	County Bill	Proposed Bill	% increase
April 2010	10	$ 90.61	$ 86.23	$ 94.80	5%
May	9	$ 83.96	$ 79.12	$ 86.90	4%
June	13	$ 99.78	$ 104.54	$ 115.30	16%
July	29	$ 186.13	$ 235.13	$ 265.60	43%
August	22	$ 146.01	$ 178.00	$ 199.84	37%
September	15	$ 105.90	$ 120.86	$ 134.09	27%
October	12	$ 96.72	$ 100.46	$ 110.60	14%
November	16	$ 111.63	$ 129.02	$ 143.48	29%
December	11	$ 93.66	$ 93.34	$ 102.70	10%
January 2011	15	$ 105.90	$ 120.86	$ 134.09	27%
February	11	$ 93.66	$ 93.34	$ 102.70	10%
March	15	$ 105.90	$ 120.86	$ 134.09	27%
Totals	178.00	$ 1,319.84	$ 1,461.76	$ 1,624.18	23%
			Vero Beach Savings	**$ 304.34**	

Tax Assessed Value		$ 41,450.00
City Tax	1.94	$ 80.28
New City Tax	2.37	$ 98.14
Tax Increase		**$ 17.86**
Total Savings		**$ 322.20**

3/4" Meter W

(Does not include separate irrigation bill)

	KGAL	Vero Beach Bill	County Bill	Proposed Bill	% increase
April 2010	6	$ 25.77	$ 24.28	$ 27.95	8%
May	4	$ 21.80	$ 19.15	$ 22.05	1%
June	6	$ 25.77	$ 24.28	$ 27.95	8%
July	6	$ 25.77	$ 24.28	$ 27.95	8%
August	6	$ 25.77	$ 24.28	$ 27.95	8%
September	8	$ 31.89	$ 30.93	$ 35.60	12%
October	8	$ 31.89	$ 30.93	$ 35.60	12%
November	6	$ 25.77	$ 24.28	$ 27.95	8%
December	6	$ 25.77	$ 24.28	$ 27.95	8%
January 2011	6	$ 25.77	$ 24.28	$ 27.95	8%
February	4	$ 21.80	$ 19.15	$ 22.05	1%
March	6	$ 25.77	$ 24.28	$ 27.95	8%
Totals	72.00	$ 313.57	$ 294.45	$ 338.89	8%
			Vero Beach Savings	**$ 25.33**	

Tax Assessed Value		$ 1,065,000.00
City Tax	1.94	$ 2,062.69
New City Tax	2.37	$ 2,521.69
Tax Increase		**$ 459.00**
Total Savings		**$ 484.32**

5/8" Meter W

	KGAL	Vero Beach Bill	County Bill	Proposed Bill	% increase
April 2010	9	$ 31.76	$ 35.01	$ 40.30	27%
May	6	$ 22.58	$ 24.28	$ 27.95	24%
June	8	$ 28.70	$ 30.93	$ 35.60	24%
July	4	$ 18.61	$ 19.15	$ 22.05	18%
August	6	$ 22.58	$ 24.28	$ 27.95	24%
September	4	$ 18.61	$ 19.15	$ 22.05	18%
October	6	$ 22.58	$ 24.28	$ 27.95	24%
November	11	$ 37.87	$ 43.17	$ 49.69	31%
December	15	$ 50.11	$ 67.66	$ 77.87	55%
January 2011	8	$ 28.70	$ 30.93	$ 35.60	24%
February	9	$ 31.76	$ 35.01	$ 40.30	27%
March	10	$ 34.82	$ 39.09	$ 44.99	29%
Totals	96.00	$ 348.68	$ 392.97	$ 452.29	30%
			Vero Beach Savings	**$ 103.61**	

Tax Assessed Value		$ 395,870.00
City Tax	1.94	$ 766.72
New City Tax	2.37	$ 937.34
Tax Increase		**$ 170.61**
Total Savings		**$ 274.23**

3/4" Meter W

	KGAL	Vero Beach Bill	County Bill	Proposed Bill	% increase
April 2010	4	$ 21.80	$ 19.15	$ 22.05	1%
May	12	$ 44.12	$ 47.25	$ 54.39	23%
June	4	$ 21.80	$ 19.15	$ 22.05	1%
July	5	$ 22.72	$ 21.72	$ 25.00	10%
August	4	$ 21.80	$ 19.15	$ 22.05	1%
September	7	$ 28.83	$ 26.85	$ 30.90	7%
October	9	$ 34.95	$ 35.01	$ 40.30	15%
November	7	$ 28.83	$ 26.85	$ 30.90	7%
December	5	$ 22.72	$ 21.72	$ 25.00	10%
January 2011	14	$ 50.24	$ 59.50	$ 68.48	36%
February	4	$ 21.80	$ 19.15	$ 22.05	1%
March	6	$ 25.77	$ 24.28	$ 27.95	8%
Totals	81.00	$ 345.38	$ 339.80	$ 391.10	13%
			Vero Beach Savings	**$ 45.72**	

Tax Assessed Value		$ 1,225,810.00
City Tax	1.94	$ 2,374.15
New City Tax	2.37	$ 2,902.45
Tax Increase		**$ 528.31**
Total Savings		**$ 574.02**

5/8" Meter W/S

	KGAL	Vero Beach Bill	County Bill	Proposed Bill	% increase
April 2010	19	$ 128.82	$ 153.51	$ 171.66	33%
May	16	$ 111.63	$ 129.02	$ 143.48	29%
June	11	$ 93.66	$ 93.34	$ 102.70	10%
July	9	$ 83.96	$ 79.12	$ 86.90	4%
August	8	$ 77.31	$ 72.01	$ 79.00	2%
September	9	$ 83.96	$ 79.12	$ 86.90	4%
October	7	$ 70.66	$ 64.89	$ 71.10	1%
November	9	$ 83.96	$ 79.12	$ 86.90	4%
December	9	$ 83.96	$ 79.12	$ 86.90	4%
January 2011	7	$ 70.66	$ 64.89	$ 71.10	1%
February	9	$ 83.96	$ 79.12	$ 86.90	4%
March	12	$ 96.72	$ 100.46	$ 110.60	14%
Totals	125.00	$ 1,069.25	$ 1,073.72	$ 1,184.14	11%
			Vero Beach Savings	**$ 114.89**	

Tax Assessed Value		$	46,730.00
City Tax	1.94	$	90.51
New City Tax	2.37	$	110.65
Tax Increase		**$**	**20.14**
Total Savings		**$**	**135.03**

The Vero Beach bill is derived from index table A and includes a 10% utility tax on water only.
The County bill is derived from index table A and includes a 6% franchise fee.
The proposed bill is derived from index table A and includes a 10% utility tax on water, 6% franchise fee and a 6% equalization fee from the County.

Kramer, Jay

From: Bolton, Robert
Sent: Thursday, April 21, 2011 1:14 PM
To: Kramer, Jay
Subject: Fwd: County

Sent from my HTC on the Now Network from Sprint!

----- Forwarded message -----
From: "Murray Hamilton" <MHamilton@prmginc.com>
Date: Thu, Apr 21, 2011 9:29 am
Subject: County
To: "Bolton, Robert" <RBolton@covb.org>
Cc: "Henry Thomas" <HThomas@prmginc.com>

Rob, the County CAFR for 2010 is out if you haven't seen it. Looks like a $5.0 million loss for utilities. $7.0 million if you throw out Capital Contributions since they are either restricted or non-cash. I have no in depth knowledge of their system. Good luck in your negotiations.

Murray

ExchangeDefender Message Security: Check Authenticity

Kramer, Jay

From: Henry Thomas [HThomas@prmginc.com]
Sent: Tuesday, May 03, 2011 3:24 PM
To: Kramer, Jay
Cc: Bolton, Robert
Subject: Water and Sewer Rates

Mayor Kramer:

At Mr. Bolton's request I have reviewed the city staff's edits to the water and sewer rate presentation dated January 6, 2011. It is clear from my review that a number of assumptions regarding both operating and capital costs have significantly changed since PRMG's original rate study. As a result our original rate projections no longer appear to be valid.

Based upon the changes to the original study assumptions, which are substantial, I would recommend that the city consider updating the water and sewer rate study to evaluate how the revised assumptions and changing conditions will affect the projected revenue requirements and the sufficiency of rates for the water and sewer systems in upcoming years. Typically, we update rate studies for our client's every three to five years; however, in recent times with the uncertainties involved with the economy, future growth and many other issues quite a few of our client's are updating their financial plans more often to better adapt their utility operations to changing conditions.

If we can be of assistance to the City in this matter please let us know.

Very truly yours,

Henry Thomas
Vice President
Public Resources Management Group, Inc.

ExchangeDefender Message Security: Check Authenticity

DEPARTMENTAL CORRESPONDENCE
WATER AND SEWER DEPARTMENT

To: Monte Falls, Interim City Manager

From: Robert J. Bolton, P.E., Director RJB.

Date: March 24, 2011

RE: Sale of Water and Sewer Systems's financial impact on General Fund and Electric Fund

This memo and supporting documentation is intended to identify the impact of the sale of the water and sewer system on the general fund.

The City has been in the water, sewer and electric business since the early 1920s. The City entered into these businesses to provide quality service and control its growth. Over the years as the systems grew the City started to receive a Return On Investment (ROI) from these enterprise funds and also a General Fund Administrative Charge (GFAC) that paid for the services provided from general fund staff. Examples of the general fund departments that are part of the GFAC are City Council, City Clerk, City Manager, City Attorney, Human Resources, Finance, Information Technology, Purchasing, Warehouse, Planning and GIS. Additionally the cost for maintenance and operations of City Hall and the Warehouse are part of the GFAC. I have attached the GFAC that was prepared by the Finance Department for your review.

To understand the impact to the general fund from the sale of the water and sewer system one needs to look at the stranded costs that would occur. I have reviewed the GFAC breakdown by department and have discussed with the Finance Director and other Department Heads possible reductions in costs associated with no longer providing service to the water and sewer system. Because the water and sewer system does not require the complete work of any given position in any of the departments, a reduction in cost cannot be realized. As a result staffing levels will remain "as is", however they will be underutilized or redeployed.

I have attached the Non Departmental portion of the Budget for the Water and Sewer Department. Some of these costs can be eliminated assuming that the proceeds from the sale of the water and sewer system would pay off debt. Costs for workers compensation, state unemployment compensation, professional services paying agent fees, audit, mileage allowance, telecommunication services, general insurance, grace, and transfers to pay off debt are funded directly by the water and sewer enterprise fund and will be eliminated through a sale.

The stranded costs for the general fund are retirement costs (which most likely will increase) and GFAC. In addition the General Fund will no longer receive an ROI (Transfer to General Fund) which has been in the 6 to 7 percent range since 1984 and currently has been fixed at $859,950.00 since FY 09.

The following is a calculation that **estimates** the impact to the general fund: (Since there are unknowns with retirement costs and franchise fee revenues this is only an estimate)

Stranded Costs:		
Retirement Prem Assist	$ 33,000.00	GFA
GFAC	$646,300.00	
Total Stranded Costs for General Fund	$679,300.00	
Loss of ROI (Transfer to GF)	$859,950.00	
Proceeds from Franchise Fee (6%)	$612,000.00 (est. sales $10.2 million)	
Total Impact to General Fund (Loss)	($927,250.00)	

The stranded costs for the electric enterprise fund will be:

Stranded Cost:	
Land Rent Airport	$ 14,560.00 (warehouse)
Customer Service	$231,000.00
Total Stranded Costs for Electric Fund	$245,560.00

Therefore the total net impact to all funds is **($1,172,810.00).**

To recover the loss to the general fund taxes would have to increase by:

$$\text{Tax Increase} = \frac{\text{New Ad Valorem Tax Requirement}}{\text{2010 Ad Valorem Tax Requirement}} = \frac{\$5{,}094{,}210}{\$4{,}166{,}960} = \mathbf{22.25\%}$$

To recover the loss to the electric fund the available cash for capital additions would have to decrease or rates would have to increase.

In addition, any closures of water and wastewater plants would result in a net decrease of revenues due to the loss of power sales to these facilities. The yearly total power sales for the water and sewer plants are approximately $1,500,00.00. These power sales also produce approximately $90,000.00 in ROI from the electric fund to the general fund.

If you have any questions please contact me at ext. 5228.

RJB/
Attachments (refer to outline attached hereto)

xc: City Council, w/attachments
City Clerk, w/attachments
Finance Commission, w/attachments
Utility Commission, w/attachments

WATER & SEWER FUND
NONDEPARTMENTAL

Account Number	Account Name	2010-2011 Budget	2009-2010 Budget	2008-2009 Actual
Personal Services				
421.9900.536.123004	RETIREMENT PREM ASSIST	33,000	33,000	33,234
421.9900.536.123005	WORKERS COMPENSATION	150,000	150,000	150,000
421.9900.536.125001	STATE UNEMPLOYMENT COMP	1,500	1,500	0
Total Personal Services		184,500	184,500	183,234
Operating Expenses				
421.9900.536.331001	PROFESSIONAL SERVICES	1,000	1,000	6,929
421.9900.536.331012	PAYING AGENTS FEE	14,000	14,000	1,800
421.9900.536.332001	AUDIT	7,500	7,500	12,316
421.9900.536.340001	MILEAGE ALLOWANCE	4,000	4,000	2,053
421.9900.536.341002	TELECOMMUNICATIONS SERVICES	9,600	9,600	5,742
421.9900.536.344003	LAND RENT AIRPORT	14,560	14,560	15,788
421.9900.536.345001	GENERAL INSURANCE	205,000	257,000	269,155
421.9900.536.345100	INSURANCE ARVEY	0	0	22,700
421.9900.536.349011	CUSTOMER SERVICE	231,200	231,200	231,200
421.9900.536.349016	GF ADMIN CHARGE	646,300	685,300	738,500
421.9900.536.349023	BAD DEBT	0	0	1,037
421.9900.536.355007	GRACE	65,000	65,000	87,876
Total Operating Expenses		1,198,160	1,289,160	1,395,096
Net Operating & Personal Services		1,382,660	1,473,660	1,578,330
Debt Service and Transfers				
421.9900.536.991004	TRANSFER TO GENERAL FUND	859,950	859,950	859,950
421.9900.536.991007	TRANS TO W/S R&R FUND	1,734,175	3,085,400	2,967,854
421.9900.536.991057	TRF TO SF 14833K	1,466,812	1,467,234	665,399
421.9900.536.991058	TRF TO CLEAN WATER SRF LOAN	665,538	166,975	0
421.9900.536.991059	TRF TO DRINKING WATER SRF LOAN	20,813	166,975	0
Total Debt Service and Transfers		4,747,289	5,579,559	4,493,203
	Total	6,129,949	7,053,219	6,071,533

Transfer to the General Fund:

For the last few years, the Transfer to the General Fund (TGF) has been a fixed amount.

As a percentage of revenue, the TGF has been in the 6%-7% range since 1984.

The TGF represents a dividend to the taxpayers of Vero Beach (the owners of the system), a fee in lieu of rent, and a fee in lieu of taxes.

Look back in time

80 YEARS AGO: 1930

'Miss Vero Beach' to be chosen

VERO BEACH — Citizens of Vero Beach are urged to participate in the friendly contest for honors at the Fort Pierce harbor dedication celebration. Prizes have been offered to the city having the largest number of cars following the float bearing the "Queen of Beauty" from the cities represented in the parade.

A prize will be awarded to the most attractive float. The young lady to represent the city as "Miss Vero Beach" will be selected at the Vero Beach Theatre. All ladies over the age of 16 who desire to enter are requested to advise secretary E. G. Thatcher at the Chamber of Commerce.

70 YEARS AGO: 1940

Financial status best in 10 years

VERO BEACH — Presently, the city of Vero Beach is enjoying a most satisfactory financial status in a period of at least 10 years.

This is due to the very efficient operation of the city government by all city officials, including the cooperation of all of its employees, each of whom is skilled in his or her respective line of work. The city performs all city functions and renders all services usually found only in metropolitan areas.

This is done without the levy of any taxes whatsoever for such purposes. Operating revenues of the city are derived from the public utilities owned by the city and consisting of the electric light and water plants.

60 YEARS AGO: 1950

Masonic Lodge lays cornerstone

VERO BEACH — Several hundred people stood under threatening skies to witness the laying of the cornerstone of the new Masonic Lodge 250 in Vero Beach.

A parade from the community building to the temple site included the Vero Beach school band, Florida grand lodge officers, local officers and members. Right Worshipful Holis O. Parker of Daytona Beach, acting grand master, presided. A fish fry at the Masonic lodge hall, at the airbase, followed the cornerstone ceremony with a meeting of Masonic officers of the 21st Masonic district; Daytona Beach to Vero Beach area.

50 YEARS AGO: 1960

$1,150,000 lighting program

VERO BEACH — A 10-year street lighting program, to cost $1,150,000, all accomplished by electric revenue earnings, was initiated by the Vero Beach City Council at a special meeting.

The Council also set in motion bond sites. The unique, wagon-wheeled shaped design results from the fact four greens, four tees, a driving range and a putting green all revolve around the clubhouse.

25 YEARS AGO: 1985

Computer aids Sebastian police

SEBASTIAN — The Sebastian Police Department should have a new computer system to help nab criminals.

This week, the City Council agreed to hire two full-time and two part-time dispatchers to operate a computer connected to a nationwide criminal information center.

The Sebastian computer system should be in operation within the next month or so. The Florida Department of Law Enforcement will install and maintain the computer data system at no cost to the city of Sebastian, said Police Chief Jerry Nappi. The city agreed to hire the four dispatchers because the FDLE requires the computer be manned 24 hours a day.

10 YEARS AGO: 2000

Who 'won' in IRMH contract?

INDIAN RIVER COUNTY — After attending a contract briefing two days before the Feb. 11 ratification vote, several nurses left the Teamsters' Vero Beach union hall feeling a bit queasy about what they had heard. Their primary concern was the fact the contract contained no raise, just a one-time signing bonus of up to 3 percent.

However, is the impression the nurses "lost" and the hospital "won" a valid one? Or was it the other way around? After all, hospital officials had expected to end the year with a scalpel-thin operating margin of $217,000. They now have an estimated $400,000 in economic contract concessions they have to juggle into the mix.

FIVE YEARS AGO: 2005

Missing word brings fine

INDIAN RIVER COUNTY — A three-letter preposition, "for," meant a $100 fine when County Commissioner Sandra Bowden failed to use it on one of her campaign brochures.

The Florida Election Commission found Bowden had violated a state election law requiring candidates' brochures to include the word "for" between the person's name and the office he seeks.

Bowden's early literature advertised, "Sandra Bowden Indian River County Commission District 5." Fellow Republican candidate Frank Coffey filed the complaint.

"Oh, it's all politics with the guys," Bowden said. "When you sign that you read and understood the statute and then you violate the statute, something's wrong."

• Appointments Available •
• Walk-ins Welcome •
Miracle Mile, Vero Beach - 562-2020 - Indian River
Palm Bay Road, West Melbourne - (321)
Walk-ins Welcome -
EyeMed • Davis Vision • Avesis • Spec
• Medicare • VSP • S

Customer Appre

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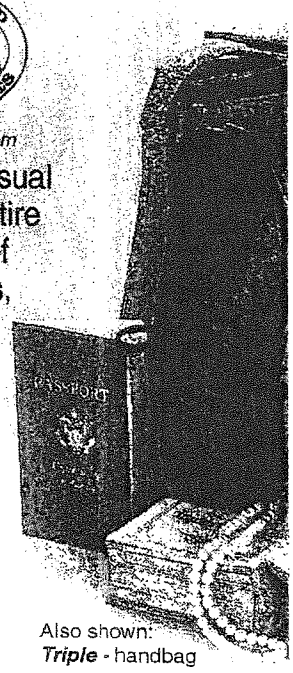

Also shown:
Triple - handbag

SAS has been crafting Men's and Women's con
30 years. Our commitment to Quality, Fit and C
every shoe. We begin with soft leather and
over 160 sizes. Slim to wide-wide wi

SAS FACTORY SH
VERO FASHION OUTLETS
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STORE HOURS:
MON. - SAT. 9 - 8 • SUN. 11 - 6

Assume a Memb
JUNGLE
Sports Complex of
Est. 1992
FIRST COME - FIR

Divisions	Cost Center	Actual Part and Labor Cost	average years	Avg cost per year	Division % of Total P&L Cost line (E44)	2009/2010 Proposed Budget Parts and supplies	2009/2010 Proposed Labor Budget	2009/2010 Proposed Total Budget	2009/2010 Proposed Monthly Budget
General Fund						$419,943.00	$306,498.00		
Warehouse	1303	$42,977.12	7	$6,139.59	1.14%	$4,775.15	$3,485.17	8,260.32	688.36
Risk Management	1400	$0.00	7	$0.00	0.00%	$0.00	$0.00	0.00	0.00
Planning	1700	$7,193.15	4	$1,798.29	0.33%	$1,398.64	$1,020.81	2,419.45	201.62
Police	1801	$531,270.73	7	$75,895.82	14.06%	$59,029.02	$43,082.69	102,111.71	8,509.31
Survey	2001	$35,289.71	7	$5,041.39	0.93%	$3,921.01	$2,861.77	6,782.78	565.23
Storm Water	2002	$123,415.84	7	$17,630.83	3.27%	$13,712.62	$10,008.24	23,720.87	1,976.74
Streets	2003	$517,677.89	7	$73,953.98	13.70%	$57,518.73	$41,980.40	99,499.13	8,291.59
Traffic	2004	$28,768.01	7	$4,109.72	0.76%	$3,196.39	$2,332.90	5,529.29	460.77
Parks	3304	$380,123.99	7	$54,303.43	10.06%	$42,235.24	$30,825.65	73,060.89	6,088.41
Central Garage	3306	$53,273.56	7	$7,610.51	1.41%	$5,919.18	$4,320.15	10,239.33	853.28
Facilities Management	3309	$121,860.63	7	$17,408.66	3.22%	$13,539.83	$9,882.13	23,421.95	1,951.83
		$1,841,850.63		$263,892.21	48.87%	$205,245.79	$149,799.91	355,045.71	29,587.14
Enterprise Fund						$419,943.00	$306,498.00		
Cemetery	3307	$26,412.68	7	$3,773.24	0.70%	$2,934.69	$2,141.90	5,076.59	423.05
Solid Waste	3308	$857,109.71	7	$122,444.24	22.68%	$95,232.69	$69,506.17	164,738.86	13,728.24
Airport	4000	$190,444.81	7	$27,206.40	5.04%	$21,160.15	$15,443.87	36,604.02	3,050.34
Airport Crash-3	4003	$0.00	7	$0.00	0.00%	$0.00	$0.00	56,000.00	4,666.67
Marina	4100	$7,915.78	1	$7,915.78	1.47%	$6,156.61	$4,493.44	10,650.04	887.50
Recreation	4500	$60,038.18	7	$8,576.88	1.59%	$6,670.79	$4,868.72	11,539.50	961.63
Power Plant	5000	$28,986.14	7	$4,140.88	0.77%	$3,220.62	$2,350.59	5,571.22	464.27
Meter Readers	5100	$67,581.70	7	$9,654.53	1.79%	$7,508.94	$5,480.45	12,989.39	1,082.45
Electric T&D	5400	$187,121.18	7	$26,731.60	4.95%	$20,790.87	$15,174.34	35,965.21	2,997.10
Electrical Engineering	5410	$4,213.41	4	$1,053.35	0.20%	$819.26	$597.94	1,417.20	118.10
Electric Meter Shop	5420	$42,548.29	6	$7,091.38	1.31%	$5,515.42	$4,025.46	9,540.88	795.07
								65,483.90	
Wastewater Treatment	9000	$12,482.55	7	$1,783.22	0.33%	$1,386.92	$1,012.26	2,399.18	199.93
Gravity Sewer	9001	$78,084.67	7	$11,154.95	2.07%	$8,675.92	$6,332.17	15,008.09	1,250.67
Water Treatment	9002	$20,716.29	7	$2,959.47	0.55%	$2,301.77	$1,679.96	3,981.73	331.81
Water Distribution	9003	$140,466.50	7	$20,066.64	3.72%	$15,607.11	$11,390.94	26,998.05	2,249.84
Administration	9005	$5,919.49	7	$845.64	0.16%	$657.71	$480.03	1,137.74	94.81
Environmental Lab	9006	$6,619.29	7	$945.61	0.18%	$735.46	$536.78	1,272.25	106.02
Maintenance	9007	$24,949.74	7	$3,564.25	0.66%	$2,772.14	$2,023.27	4,795.41	399.62
Lift Stations	9008	$88,584.13	7	$12,654.88	2.34%	$9,842.50	$7,183.61	17,026.12	1,418.84
Water Meter Shop	9009	$24,369.06	7	$3,481.29	0.64%	$2,707.62	$1,976.18	4,683.80	390.32
		$1,874,563.60		$276,044.25	51.13%	$214,697.21	$156,698.09	371,395.29	35,616.28
	Totals	$3,716,414.23	*	$539,936.46	100.00%	$419,943.00	$306,498.00	782,441.00	65,203.42

ADMINISTRATION CHARGE
GENERAL FUND SUMMARY

DEPT #	NAME		TOTAL BUDGET	GEN FUND 001	ELEC 401	W/S 421	AIRPORT 441	MARINA 451	S/W 461	REC 471	SELF-INS 502	CEMETEF 603
0100	CITY COUNCIL	108,297	108,297	71,882	21,659	10,830	1,083	1,083	135	1,624	0	
0200	CITY CLERK	372,131	372,131	208,201	101,139	50,570	3,371	3,371	421	1,686	0	3,37
0300	CITY MGR	321,641	321,641	137,904	120,615	48,246	3,216	1,608	402	8,041	1,608	
1100	CITY ATTY	580,952	580,952	289,517	95,647	69,007	54,458	7,992	904	9,437	53,279	71
1200	HUMAN RESOURCES	389,349	389,348	202,832	82,151	62,522	7,270	4,362	21,083	39,258	(32,309)	2,18
1300	FINANCE	725,389	725,389	210,438	375,948	92,901	11,068	5,875	10,492	10,303	6,423	1,94
1301	INFO SVCS	1,015,967	1,015,967	383,745	408,902	137,122	23,145	7,207	22,914	21,425	11,508	
1302	PURCHASING	401,423	401,423	174,538	156,976	54,587	6,992	3,500	1,439	3,392	0	
1303	WAREHOUSE	346,184	346,184	96,125	168,332	60,889	5,945	3,957	8,212	2,723	0	
1700	PLANNING	550,634	550,634	526,365	13,237	11,031	0	0	0	0	0	
2006	ENG GIS	217,934	217,934	200,023	13,290	3,783	372	465	0	0	0	
3304	PW:ADMIN	418,635	418,635	402,691	0	0	0	0	15,944	0	0	
Total Before NonDepartmental & City Hall			5,448,534	2,904,260	1,557,896	601,488	116,920	39,421	81,946	97,889	40,509	8,20
0600	CITY HALL	180,500	180,500	96,213	51,610	19,926	3,873	1,306	2,715	3,243	1,342	27
4000	NON-DEPTL	579,140	579,140	308,702	165,593	63,934	12,428	4,190	8,710	10,405	4,306	87
		TOTAL	6,208,174	3,309,175	1,775,100	685,300	133,200	44,920	93,370	111,540	46,160	9,35

OK

ADMIN CHARGE
CITY COUNCIL (0100)

Name Position	TOTAL SALARY & PERCENTAGE	Percent of Time Spent On: GEN FUND 001	ELEC 401	W/S 421	AIRPORT 441	MARINA 451	S/W 461	REC 471	SELF-INS 502	CEMETE 603
	13,500	8,961	2,700	1,350	135	135	17	203	0	
Sabin Abell Jr	100	66%	20%	10%	1%	1%	0%	2%	0%	
Thomas P White	10,800	7,169	2,160	1,080	108	108	14	162	0	
Vice Mayor	100	66%	20%	10%	1%	1%	0%	2%	0%	
William Fish	10,800	7,169	2,160	1,080	108	108	14	162	0	
Councilmember	100	66%	20%	10%	1%	1%	0%	2%	0%	
Deborah T Fromang	10,800	7,169	2,160	1,080	108	108	14	162	0	
Councilmember	100	66%	20%	10%	1%	1%	0%	2%	0%	
Kevin Sawnick	10,800	7,169	2,160	1,080	108	108	14	162	0	
Councilmember	100	66%	20%	10%	1%	1%	0%	2%	0%	
Total Salaries	56,700	37,635	11,340	5,670	567	567	71	851	0	
FICA	4,338	2,879	868	434	43	43	5	65	0	
Group Life	693	460	139	69	7	7	1	10	0	
Hospitalization	22,066	14,646	4,413	2,207	221	221	28	331	0	
Operating Expense	24,500	16,262	4,900	2,450	245	245	31	368	0	
Total City Council	108,297	71,882	21,659	10,830	1,083	1,083	135	1,624	0	

ADMIN CHARGE
CITY CLERK (0200)

Name Position	TOTAL SALARY & PERCENTAGE	Percent of Time Spent On: GEN FUND 001	ELEC 401	W/S 421	AIRPORT 441	MARINA 451	S/W 461	REC 471	SELF-INS 502	CEMETERY 603
Tammy Vock	80,535	41,375	24,161	12,080	805	805	101	403	0	805
City Clerk	100%	51%	30%	15%	1%	1%	0%	1%	0%	1%
Sheri Philo	40,788	20,955	12,236	6,118	408	408	51	204	0	408
Deputy City Clerk	100%	51%	30%	15%	1%	1%	0%	1%	0%	1%
Rita Hawkins	29,535	15,174	8,861	4,430	295	295	37	148	0	295
Sr Admin Assisstant	100%	51%	30%	15%	1%	1%	0%	1%	0%	1%
Heather McCarty	33,163	17,037	9,949	4,974	332	332	41	166	0	332
Records Specialist	100%	51%	30%	15%	1%	1%	0%	1%	0%	1%
Total Salaries	184,021	94,541	55,206	27,603	1,840	1,840	230	920	0	1,840
Part Time	21,000	10,789	6,300	3,150	210	210	26	105	0	210
FICA	15,684	8,058	4,705	2,353	157	157	20	78	0	157
Pension	29,173	14,988	8,752	4,376	292	292	36	146	0	292
Group Life	763	392	229	114	8	8	1	4	0	8
Hospitalization	36,747	18,879	11,024	5,512	367	367	46	184	0	367
Workers Comp	0	0	0	0	0	0	0	0	0	0
Total Personnel	287,389	147,646	86,217	43,108	2,874	2,874	359	1,437	0	2,874
Operating Expenses										
Auto Allowance	3600	1,850	1,080	540	36	36	5	18	0	36
Election Expense	30,000	30,000								
Schools & Meetings	5,000	5,000								
All Other Expenses	42,000	21,578	12,600	6,300	420	420	53	210	0	420
Total Operating	80,600	58,427	13,680	6,840	456	456	57	228	0	456
Total City Clerk Budget	367,989	206,073	99,897	49,948	3,330	3,330	416	1,665	0	3,330
Depreciation	4,142	2,128	1,243	621	41	41	5	21	0	41
Total City Clerk	372,131	208,201	101,139	50,570	3,371	3,371	421	1,686	0	3,371

ADMIN CHARGE
CITY MGR(0300)

Name Position	TOTAL SALARY & PERCENTAGE	Percent of Time Spent On: GEN FUND 001	ELEC 401	W/S 421	AIRPORT 441	MARINA 451	S/W 461	REC 471	SELF-INS 502	CEMETER 603
James Gabbard City Manager	129,892 100%	55,691 42.88%	48,710 37.50%	19,484 15.00%	1,299 1.00%	649 0.50%	162 0.13%	3,247 2.50%	649 0.50%	0.00%
J. Vonada Office Administrator	57,062 100%	24,465 42.88%	21,398 37.50%	8,559 15.00%	571 1.00%	285 0.50%	71 0.13%	1,427 2.50%	285 0.50%	0.00%
Danielle Kulp Administrative Assistant	40,546 100%	17,384 42.88%	15,205 37.50%	6,082 15.00%	405 1.00%	203 0.50%	51 0.13%	1,014 2.50%	203 0.50%	0.00%
Total Salaries	227,500	97,541	85,313	34,125	2,275	1,138	284	5,688	1,138	
FICA	17,404	7,462	6,526	2,611	174	87	22	435	87	
Pension	39,440	16,910	14,790	5,916	394	197	49	986	197	
Life Insurance	950	407	356	143	10	5	1	24	5	
Hospitalization	18,129	7,773	6,798	2,719	181	91	23	453	91	
Workmen's Comp	0	0	0	0	0	0	0	0	0	
Total Personnel	303,423	130,093	113,784	45,513	3,034	1,517	379	7,586	1,517	
Operating Expenses										
Auto Allowance	4,800	2,058	1,800	720	48	24	6	120	24	
Other Operating Expenses	12,650	5,424	4,744	1,898	127	63	16	316	63	
Total Operating Expenses	17,450	7,482	6,544	2,618	175	87	22	436	87	-
Total Budget	320,873	137,574	120,327	48,131	3,209	1,604	401	8,022	1,604	
Other Depreciation	768	329	288	115	8	4	1	19	4	
Total City Manager	321,641	137,904	120,615	48,246	3,216	1,608	402	8,041	1,608	

ADMIN CHARGE
CITY HALL

Description	TOTAL SALARY & PERCENTAGE	Percent of Time Spent On: GEN FUND 001	ELEC 401	W/S 421	AIRPORT 441	MARINA 451	S/W 461	REC 471	SELF-INS 502	CEMETERY 603
OPERATING EXPENSES	180,500	96,213	51,610	19,926	3,873	1,306	2,715	3,243	1,342	272
TOTAL CITY HALL	180,500	96,213	51,610	19,926	3,873	1,306	2,715	3,243	1,342	272

Allocation based on ratio
of each operating fund to
total of all operating func

ADMIN CHARGE
CITY ATTORNEY(1100)

Name Position	TOTAL SALARY & PERCENTAGE	Percent of Time Spent On: GEN FUND 001	ELEC 401	W/S 421	AIRPORT 441	MARINA 451	S/W 461	REC 471	SELF-INS 502	CEMETE 603
C. Vitunac City Attorney	127,629 100%	27,919 22%	38,289 30%	25,526 20%	6,381 5%	3,829 3%	160 0%	0 0%	25,526 20%	0
W. Coment Attorney I	101,884 100%	73,229 72%	5,094 5%	5,094 5%	15,283 15%	0 0%	127 0%	3,057 3%	0 0%	0
M. Lyon Attorney I	68,039 100%	48,478 71%	3,402 5%	3,402 5%	10,206 15%	0 0%	170 0%	2,041 3%	0 0%	3 1
C. Gerrow Sr Admin Assisstant	42,127 100%	9,215 22%	12,638 30%	8,425 20%	2,106 5%	1,264 3%	53 0%	0 0%	8,425 20%	0
C. McKenzie Paralegal	50,199 100%	40,787 81%	2,510 5%	2,510 5%	2,510 5%	0 0%	125 0%	1,506 3%	0 0%	2 1
Total Salaries	389,879	199,628	61,933	44,957	36,486	5,093	635	6,604	33,951	5
FICA	29,826	15,272	4,738	3,439	2,791	390	49	505	2,597	
PENSION	105,718	46,591	19,983	14,104	9,979	1,764	132	1,408	11,758	
GROUP LIFE	1,343	688	213	155	126	18	2	23	117	
GROUP HOSP	23,988	12,282	3,811	2,766	2,245	313	39	406	2,089	
Total Personnel	550,754	274,461	90,678	65,422	51,627	7,577	857	8,946	50,512	6
Operating Expenses	29,639	14,770	4,880	3,521	2,778	408	46	481	2,718	
Total Operating Expenses	580,393	289,231	95,558	68,942	54,405	7,985	903	9,427	53,230	7
Depreciation	560	287	89	65	52	7	1	9	49	
Total City Attorney	580,952	289,517	95,647	69,007	54,458	7,992	904	9,437	53,279	7

ADMIN CHARGE
HUMAN RESOURCES(1200)

Name / Position	TOTAL SALARY & PERCENTAGE	GEN FUND 001	ELEC 401	W/S 421	AIRPORT 441	MARINA 451	S/W 461	REC 471	SELF-INS 502	CEMETERY 603
Total FT Employees		279	113	86	10	6	25	54	5	5
		Percent of Time Spent On:								
R. Anderson Director of Human Resources	104,569 100%	50,042 47.86%	20,268 19.38%	15,425 14.75%	1,794 1.72%	1,076 1.03%	5,202 4.97%	9,686 9.26%	538 0.51%	538 0.51%
L. George Manager, Human Resources	56,954 100%	27,256 47.86%	11,039 19.38%	8,401 14.75%	977 1.72%	586 1.03%	2,833 4.97%	5,275 9.26%	293 0.51%	293 0.51%
C. Wagner Human Resources Specialist	38,147 100%	18,256 47.86%	7,394 19.38%	5,627 14.75%	654 1.72%	393 1.03%	1,898 4.97%	3,533 9.26%	196 0.51%	196 0.51%
Barbara Morey Risk Manager	34,491 100	16,506 47.86%	6,685 19.38%	5,088 14.75%	592 1.72%	355 1.03%	1,716 4.97%	3,195 9.26%	177 0.51%	177 0.51%
Total Salaries	234,162	112,060	45,386	34,542	4,016	2,410	11,648	21,689	1,205	1,205
B. MOREY EMPLOYEE BENEFITS ADMIN	(34,491)	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	(34,491) 100%	0 0%
FICA	15,275	7,310	2,961	2,253	262	157	760	1,415	79	79
PENSION	36,031	17,243	6,984	5,315	618	371	1,792	3,337	185	185
LIFE INS	832	398	161	123	14	9	41	77	4	4
GROUP INS	18,129	8,676	3,514	2,674	311	187	902	1,679	93	93
Total Personal	269,937	145,687	59,006	44,907	5,222	3,133	15,143	28,197	(32,924)	1,567
OPERATING EXP	116,500	55,752	22,581	17,185	1,998	1,199	5,795	10,791	599	599
Total Operating & Personal	386,437	201,439	81,586	62,092	7,220	4,332	20,938	38,988	(32,324)	2,166
DEPRECIATION	2,910	1,393	564	429	50	30	145	270	15	15
Total	389,348	202,832	82,151	62,522	7,270	4,362	21,083	39,258	(32,309)	2,181

Total
583

Total reflects City total plus 30 extra in Recreation to cover seasonal part time hire load

Allocation on % total employees by fund

Est time spent on other than risk mgmt, e.g., pension calcs

Credit to Risk Mgmt for time spent on other than risk mgmt. See abov

Pat Kincman

ADMIN CHARGE
FINANCE(1300)

Name Position	TOTAL SALARY & PERCENTAGE	GEN FUND 001	ELEC 401	W/S 421	AIRPORT 441	MARINA 451	S/W 461	REC 471	SELF-INS 502	CEMETERY 603	
		Percent of Time Spent On:									
S. Maillet Director of Finance	110,237 100.00%	45,611 41.38%	44,095 40.00%	16,536 15.00%	1,102 1.00%	276 0.25%	138 0.13%	276 0.25%	2,205 2.00%	0 0.00%	Estimated
Jackie Mitts Asst Finance Director	75,507 100%	31,241 41.38%	30,203 40.00%	11,326 15.00%	755 1.00%	189 0.25%	94 0.13%	189 0.25%	1,510 2.00%	0 0.00%	Estimated
Mary Atkins	48,506	16,115	22,631	5,254	813	511	1,275	1,619	83	205	
Supervisor of Accounts	100%	33.22%	46.65%	10.83%	1.68%	1.05%	2.63%	3.34%	0.17%	0.42%	Used average of 3 employees as approx of time spent.
Nicole Hollen Senior Accounting Clerk	29,275 100%	14,063 48.04%	12,378 42.28%	1,821 6.22%	340 1.16%	219 0.75%	299 1.02%	77 0.26%	0 0.00%	77 0.26%	See detail on References page
Terry Price Accounting Specialist	37,942 100%	18,158 47.86%	7,354 19.38%	5,597 14.75%	651 1.72%	390 1.03%	1,887 4.97%	3,514 9.26%	195 0.51%	195 0.51%	Ratio off HR page/employees
Susan Cundiff Senior Accounting Clerk	31,414 100%	1,186 3.77% 100	24,597 78.30%	3,619 11.52%	676 2.15%	435 1.38%	594 1.89%	153 0.49%	0 0.00%	153 0.49%	See Ref page Ratio off citywide revenues
R. Metz Cashier Supervisor	39,244 100%	1,481 3.77%	30,728 78.30%	4,521 11.52%	845 2.15%	543 1.38%	742 1.89%	192 0.49%	0 0.00%	192 0.49%	See References page Ratio off citywide revenues
J. Speer Cashier	21,240 100%	802 3.77%	16,631 78.30%	2,447 11.52%	457 2.15%	294 1.38%	402 1.89%	104 0.49%	0 0.00%	104 0.49%	See References page Ratio off citywide revenues
L. Rott Cashier	25,444 100%	960 3.77%	19,922 78.30%	2,931 11.52%	548 2.15%	352 1.38%	481 1.89%	124 0.49%	0 0.00%	124 0.49%	See References page Ratio off citywide revenues
Total Salaries	418,810	129,617	208,539	54,051	6,188	3,207	5,914	6,248	3,993	1,050	
P.T. CASHIERS	31,500 100%	1,189 3.77%	24,665 78.30%	3,629 11.52%	678 2.15%	436 1.38%	596 1.89%	154 0.49%	0 0.00%	154 0.49%	
Total Full & Part Time Salaries	450,310	130,806	233,204	57,680	6,867	3,643	6,510	6,402	3,993	1,204	
OVERTIME	1,000	38	783	115	22	14	19	5	0	5	Discretionary
FICA	34,525	10,029	17,880	4,422	526	279	499	491	306	92	Ratio off total salaries
PENSION	110,496	32,097	57,223	14,153	1,685	894	1,597	1,571	980	296	Ratio off total salaries
LIFE INSURANCE	1,754	510	908	225	27	14	25	25	16	5	Ratio off total salaries
GROUP HEALTH INSURANCE	72,437	21,042	37,513	9,278	1,105	586	1,047	1,030	642	194	Ratio off total salaries
Total Personal Services	670,522	194,521	347,511	85,874	10,231	5,430	9,698	9,524	5,937	1,795	
OTHER OPS EXP	49,500	14,360	25,654	6,339	755	401	716	703	438	133	Off personal services ratio
Total Operating Expenses	49,500	14,360	25,654	6,339	755	401	716	703	438	133	
Total Operating & Personal	720,022	208,881	373,166	92,213	10,986	5,831	10,414	10,227	6,376	1,928	
DEPRECIATION	5,368	1,557	2,782	687	82	43	78	76	48	14	Off personal services ratio
TOTAL FINANCE	725,389	210,438	375,948	92,901	11,068	5,875	10,492	10,303	6,423	1,942	

ADMIN CHARGE
PURCHASING(1302)

Name Position	TOTAL SALARY & PERCENTAGE	Percent of Time Spent On: GEN FUND 001	ELEC 401	W/S 421	AIRPORT 441	MARINA 451	S/W 461	REC 471	SELF-INS 502	CEMETER 603
J. O'BRIEN	55,199	22,218	22,080	8,280	1,656	276	138	552	0	
PURCH MGR	100	40.25%	40.00%	15.00%	3.00%	0.50%	0.25%	1.00%	0.00%	0.0(
P Walton	68,769	7,737	58,454	688	688	688	172	344	0	
ASST PURCH AGENT	100	11.25%	85.00%	1.00%	1.00%	1.00%	0.25%	0.50%	0.00%	0.0(
C. SHOAF	48,481	40,481	970	4,848	970	485	242	485	0	
BUYER	100	83.50%	2.00%	10.00%	2.00%	1.00%	0.50%	1.00%	0.00%	0.0(
J. VAN ARSDALL	42,165	21,715	4,216	14,758	422	422	211	422	0	
BUYER	100	51.50%	10.00%	35.00%	1.00%	1.00%	0.50%	1.00%	0.00%	0.0(
P. HETZLER	36,975	17,240	12,664	5,639	647	324	139	324	0	
SR SECY	100	46.63%	34.25%	15.25%	1.75%	0.88%	0.38%	0.88%	0.00%	0.0(
SUBTOTAL PURCH	251,588	109,390	98,383	34,212	4,382	2,194	902	2,126	0	
FICA	19,247	8,368	7,526	2,617	335	168	69	163	0	
PENSION	71,336	31,017	27,896	9,701	1,242	622	256	603	0	
LIFE INS	1,171	509	458	159	20	10	4	10	0	
GROUP INS	35,888	15,604	14,034	4,880	625	313	129	303	0	
Total Personal	379,230	164,888	148,297	51,569	6,605	3,307	1,359	3,204	0	
OPERATING EXP	21,175	9,207	8,280	2,879	369	185	76	179	0	
Total Operating & Personal	400,405	174,095	156,578	54,449	6,974	3,491	1,435	3,383	0	
DEPRECIATION	1,018	443	398	138	18	9	4	9	0	
TOTAL PURCHASING	401,423	174,538	156,976	54,587	6,992	3,500	1,439	3,392	0	

ADMIN CHARGE
INFORMATION SYSTEMS(1301)

Name Position	TOTAL SALARY & PERCENTAGE	Percent of Time Spent On: GEN FUND 001	ELEC 401	W/S 421	AIRPORT 441	MARINA 451	S/W 461	REC 471	SELF-INS 502	CEMETERY 603	
											Per Nancy R's
N. Reichardt Information Systems Manager	87,608 100	40,300 46.00%	30,663 35.00%	8,761 10.00%	1,752 2.00%	876 1.00%	876 1.00%	1,752 2.00%	2,628 3.00%	0 0.00%	estimates
R. Davila Supervisor of Systems Operations	72,729 100	32,728 45.00%	25,455 35.00%	8,727 12.00%	1,455 2.00%	727 1.00%	2,182 3.00%	727 1.00%	727 1.00%	0 0.00%	
P. Mills Supervisor of Net & Telecommunications	69,498 100	32,664 47.00%	17,374 25.00%	10,425 15.00%	2,085 3.00%	695 1.00%	2,085 3.00%	3,475 5.00%	695 1.00%	0 0.00%	
S Demers Network Systems Analyst	50,757 100	27,409 54.00%	12,689 25.00%	6,598 13.00%	1,015 2.00%	508 1.00%	0 0.00%	2,538 5.00%	0 0.00%	0 0.00%	
S Bradley System Administrator	53,770 100	6,990 13.00%	31,725 59.00%	8,066 15.00%	2,689 5.00%	538 1.00%	1,613 3.00%	1,075 2.00%	1,075 2.00%	0 0.00%	
W. McPherson Associate Systems Administrator	45,270 100	905 2.00%	37,574 83.00%	5,885 13.00%	0 0.00%	0 0.00%	905 2.00%	0 0.00%	0 0.00%	0 0.00%	
J. Lang Systems Suport Technician	33,813 100	676 2.00%	28,065 83.00%	4,396 13.00%	0 0.00%	0 0.00%	676 2.00%	0 0.00%	0 0.00%	0 0.00%	
G. Lynn Systems Support Technician	44,377 100	28,402 64.00%	8,875 20.00%	4,438 10.00%	444 1.00%	0 0.00%	1,331 3.00%	888 2.00%	0 0.00%	0 0.00%	
S. Overton Systems Support Technician	35,227 100	11,273 32.00%	14,091 40.00%	8,454 24.00%	352 1.00%	0 0.00%	1,057 3.00%	0 0.00%	0 0.00%	0 0.00%	
G. Sheppard Network Systems Analyst	52,933 100	24,879 47.00%	13,233 25.00%	7,940 15.00%	2,647 5.00%	529 1.00%	1,588 3.00%	1,059 2.00%	1,059 2.00%	0 0.00%	
SUBTOTAL IS	545,984	206,225	219,745	73,690	12,438	3,873	12,314	11,514	6,185	0	
O.T.	8,000	3,022	3,220	1,080	182	57	180	169	91	0	
FICA	42,380	16,007	17,057	5,720	965	301	956	894	480	0	%
PENSION	124,444	47,004	50,086	16,796	2,835	883	2,807	2,624	1,410	0	Salary ratio
LIFE INS	2,285	863	920	308	52	16	52	48	26	0	Salary ratio
GROUP INS	80,400	30,368	32,359	10,851	1,832	570	1,813	1,695	911	0	Salary ratio
Total Personal	803,492	303,490	323,386	108,445	18,304	5,700	18,121	16,944	9,102	0	
EQUIP MAINT(COMP)	19,300	2,799	9,723	4,626	125	102	1,752	125	0	46	
NETWORK MAINT	9,000	3,399	3,622	1,215	205	64	203	190	102	0	
SOFTWARE MAINT	74,100	10,745	37,332	17,762	482	393	6,728	482	0	178	
OTHER OPS EXP	27,600	10,425	11,108	3,725	629	196	622	582	313	0	
Total Operating & Personal	933,492	352,593	375,708	125,991	21,266	6,622	21,053	19,686	10,574	0	
DEPRECIATION	82,475	31,152	33,194	11,131	1,879	585	1,860	1,739	934	0	
TOTAL IS	1,015,967	383,745	408,902	137,122	23,145	7,207	22,914	21,425	11,508	0	

Name Position	TOTAL SALARY & PERCENTAGE	GEN FUND 001	ELEC 401	W/S 421	AIRPORT 441	MARINA 451	S/W 461	REC 471	SELF-INS 502	CEMETER 603
J. O'BRIEN	28,436	7,038	15,640	4,265	284	284	853	71	0	
PURCH MGR	100%	24.75%	55.00%	15.00%	1.00%	1.00%	3.00%	0.25%	0.00%	0.00
R. CONNOLLY	45,451	13,522	18,181	11,363	455	455	1,364	114	0	
Warehouse Group Leader	100%	29.75%	40.00%	25.00%	1.00%	1.00%	3.00%	0.25%	0.00%	0.00
A. FABIANO	34,797	8,612	21,574	2,784	348	348	1,044	87	0	
SENIOR STOCK CLERK	100%	24.75%	62.00%	8.00%	1.00%	1.00%	3.00%	0.25%	0.00%	0.00
J. POOLE	41,682	10,733	22,925	6,252	417	417	834	104	0	
Lead Stock Clerk	100%	25.75%	55.00%	15.00%	1.00%	1.00%	2.00%	0.25%	0.00%	0.00
D. Coultas	30,374	3,873	15,187	9,416	911	304	607	76	0	
STOCK CLERK	100%	12.75%	50.00%	31.00%	3.00%	1.00%	2.00%	0.25%	0.00%	0.00
B. Connelly	30,182	14,789	9,055	3,018	1,207	604	302	1,207	0	
DELIVERY SERVICES ATTENDANT	100%	49.00%	30.00%	10.00%	4.00%	2.00%	1.00%	4.00%	0.00%	0.00
SUBTOTAL WHSE	210,923	58,567	102,561	37,098	3,622	2,411	5,003	1,659	-	-
OVERTIME	700	194	340	123	12	8	17	6	0	
FICA	16,189	4,495	7,872	2,847	278	185	384	127	0	
PENSION	51,997	14,438	25,284	9,146	893	594	1,233	409	0	
LIFE INS	744	207	362	131	13	9	18	6	0	
GROUP INS	32,628	9,060	15,865	5,739	560	373	774	257	0	
Total Personal	313,181	86,961	152,284	55,084	5,378	3,580	7,429	2,463	0	
OPERATING EXP	28,370	7,878	13,795	4,990	487	324	673	223	0	
Total Personal & Operating	341,551	94,839	166,079	60,074	5,865	3,904	8,102	2,687	0	
DEPRECIATION	4,633	1,286	2,253	815	80	53	110	36	0	
TOTAL WAREHOUSE	346,184	96,125	168,332	60,889	5,945	3,957	8,212	2,723	0	

Name Position	TOTAL SALARY & PERCENTAGE	GEN FUND 001	ELEC 401	W/S 421	AIRPORT 441	MARINA 451	S/W 461	REC 471	SELF-INS 502	CEMETER 603
Total Personal	494,954									
Total Operating	54,070									
Total Personal & Operating	549,024	524,827	13,199	10,999	0	0	0	0	0	
	100%	95.59%	2.40%	2.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.0
DEPRECIATION	1,609	1,538	39	32	0	0	0	0	0	
TOTAL BUDGET	**550,634**	**526,365**	**13,237**	**11,031**	**0**	**0**	**0**	**0**	**0**	
		P&D Estimates for 4 people	6.00%	5.00%	0.00%	0.00%	0.00%	0.00%		

ADMIN CHARGE
G I S(2006)

Name Position	TOTAL SALARY & PERCENTAGE	Percent of Time Spent On: GEN FUND 001	ELEC 401	W/S 421	AIRPORT 441	MARINA 451	S/W 461	REC 471	SELF-INS 502	CEMETER 603
J. Kirkpatrick	64,281	57,917	3,214	2,571	257	321	0	0	0	
G.I.S. MGR	100	90.10%	5.00%	4.00%	0.40%	0.50%	0.00%	0.00%	0.00%	0.00
M Bradley	45,312	40,781	4,531	0	0	0	0	0	0	
GIS Technician	100	90.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00
T. Bishop	40,888	39,416	1,431	41	0	0	0	0	0	
CAD Technician	100	96.40%	3.50%	0.10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00
Total Salaries	150,482	138,115	9,176	2,612	257	321	0	0	0	
PART TIME	5,000	4,589	305	87	9	11	0	0	0	
FICA	11,894	10,917	725	206	20	25	0	0	0	
PENSION	17,261	15,842	1,053	300	29	37	0	0	0	
GROUP LIFE	629	577	38	11	1	1	0	0	0	
GROUP HOSP	24,649	22,623	1,503	428	42	53	0	0	0	
Total Personal	209,915	192,664	12,801	3,644	359	448	0	0	0	
Total Personal & Operating	209,915	192,664	12,801	3,644	359	448	0	0	0	
DEPRECIATION	8,018	7,359	489	139	14	17	0	0	0	
Total G I S	217,934	200,023	13,290	3,783	372	465	0	0	0	

(A) Net operating expenses only. All other oper exp charged directly to depts

ADMIN CHARGE
PW ADMIN(3305)

Name Position	TOTAL SALARY & PERCENTAGE	Percent of Time Spent On: GEN FUND 001	ELEC 401	W/S 421	AIRPORT 441	MARINA 451	S/W 461	REC 471	SELF-INS 502	CEMETEF 603
Monte Falls	123,265	117,102	0	0	0	0	6,163	0	0	
PW DIRECTOR	100	95%	0%	0%	0%	0%	5%	0%	0%	(
Don Dexter	63,318	60,152	0	0	0	0	3,166	0	0	
Manager	100	95%	0%	0%	0%	0%	5%	0%	0%	(
N. Nichols	42,648	42,648	0	0	0	0	0	0	0	
SR ADMIN ASST	100	100%		0%	0%	0%	0%	0%	0%	(
P JOHNSON	39,480	37,506	0	0	0	0	1,974	0	0	
ADMIN ASST	100	95%	0%	0%	0%	0%	5%	0%	0%	(
J. McNey	28,067	28,067	0	0	0	0	0	0	0	
Clerical Specialist	100	100%	0%	0%	0%	0%	0%	0%	0%	(
SUB-TOTAL:SALARIES	296,778	285,475	0	0	0	0	11,303	0	0	
O.T.	1,000	962	0	0	0	0	38	0	0	
FICA	22,780	21,912	0	0	0	0	868	0	0	
PENSION	65,109	62,629	0	0	0	0	2,480	0	0	
GROUP LIFE	1,215	1,169	0	0	0	0	46	0	0	
GROUP HOSP	31,753	30,544	0	0	0	0	1,209	0	0	
Total Personal	418,635	402,691	0	0	0	0	15,944	0	0	

ADMIN CHARGE
GF NonD(9900)

Name Position	TOTAL SALARY & PERCENTAGE	Percent of Time Spent On: GEN FUND 001	ELEC. 401	W/S 421	AIRPORT 441	MARINA 451	S/W 461	REC 471	SELF-INS 502	CEMETERY 603	
Unemployment Compensation	20,000	10,661	5,719	2,208	429	145	301	359	149	30	Ratios determined as total allocation of operating depts in each fund to total allocations of all operating depts
215,000											
Retirement Premium Assistance	215,000	114,603	61,475	23,735	4,614	1,556	3,234	3,863	1,599	324	Ratios determined as total allocation of operating depts in each fund to total allocations of all operating depts
Telecommunication Services	52,400	27,931	14,983	5,785	1,124	379	788	941	390	79	
Basic Bldg Charge (rent)	291,740	155,508	83,417	32,206	6,260	2,111	4,388	5,241	2,169	439	Rent based on basic fee of $20.00 /sq
TOTAL NON-DEPTL	579,140	308,702	165,593	63,934	12,428	4,190	8,710	10,405	4,306	872	

Distribution based on cash Handled:

	Last Year Actual from CAFR	% of Total Cash Handled	Source CAFR Page	Accounts Receivable Clerk: Key Punch	Sales Tax	Bank Recs	Cash sheets	All Other	Tota
Total General Fund Revenues	15,806,923	3.77%	86	1.89%		0.08%	0.08%	46.00%	48.0
Ad Valorem Taxes	(5,344,703)		86						
Charges for Services Total	(3,172,536)		86						
Intergovernmental revenue	(2,040,556)								
General Fund Interest	(436,583)		86						
Electric Cash Received from Customers	99,823,507	78.30%	26	39.15%		1.57%	1.57%		42.2
WaterSewer Cash Received from Customers	14,686,671	11.52%	26	5.76%		0.23%	0.23%		6.2
Airport Cash Received from Customers	2,744,760	2.15%	26	1.08%		0.04%	0.04%		1.1
Marina Cash Received from Customers	1,763,426	1.38%	27	0.69%		0.03%	0.03%		0.7
Solid Waste Cash Received from Customers	2,411,995	1.89%	27	0.95%		0.04%	0.04%		1.0
Recreation Cash Received from Customers	622,738	0.49%	27	0.24%		0.01%	0.01%		0.2
Risk Management	0	0.00%	27	0.00%		0.00%	0.00%		0.0
Cemetery Charges for Services	622,738	0.49%	74	0.24%		0.01%	0.01%		0.2
Total Cash Handled	127,488,380	100%		50.00%	0.00%	2.00%	2.00%	46.00%	100.0

Total Finance Admin Operating Expenses:	51,333
Total Finance AdminInfo Sys Operating Expenses:	122,377

Fixed Assets plus Construction in Progress Citywide

	PP&E	Construction in Progress	Total	CAFR page Reference	% of Total
General Fixed Assets less Cemetery	66,072,510	1,638,367	67,710,877	104	13.83%
Electric Fund	229,642,630	1,497,594	231,140,224	20	47.22%
Water Sewer Fund	107,956,533	2,197,966	110,154,499	20	22.50%
Airport Fund	44,544,304	5,823,678	50,367,982	20	10.29%
Marina Fund	6,569,114	1,500	6,570,614	21	1.34%
Solid Waste Fund	3,022,922	0	3,022,922	21	0.62%
Recreation Fund	19,755,230	80,018	19,835,248	21	4.05%
Risk Management Fund	31,816	0	31,816	21	0.01%
Cemetery Fund	633,744	0	633,744	98	0.13%
			489,467,926	Total	100.00%

Addendum to the City Council Meeting Agenda

X New Business ___Old Business

Author: Pilar Turner **Council Meeting Date:** May 17, 2011 **Priority** ____ **of** _____

9B-2)

Title: Water and Sewer Airport land leases

Summary of your points for discussion: Water and Sewer enterprise fund utilize several tracts of airport land. Leases must be at market value in accordance with Federal requirements. The Airport fund sent revised resolutions to Mr. Bolton on March 22 hoping to address the issues prior to the FAA land audit.

All agenda Additions - Public need or issue addressed: Assure land lease are in compliance with FAA requirements. Noncompliance may result in terminating FAA grants and imposition of penalties.

Statement of the proposed solution to the public need or issue: Staff should present to Council the revised ordinances to clarify these leases.

New Business Only - Relevant City Charter, code references, legal:

Backup - additional attached documentation includes: Termination of lease for water storage tank, Resolutions proposed by Eric Menger of March 22, and summary of rental revision impact.

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue:

567-

Mitts, Jackie

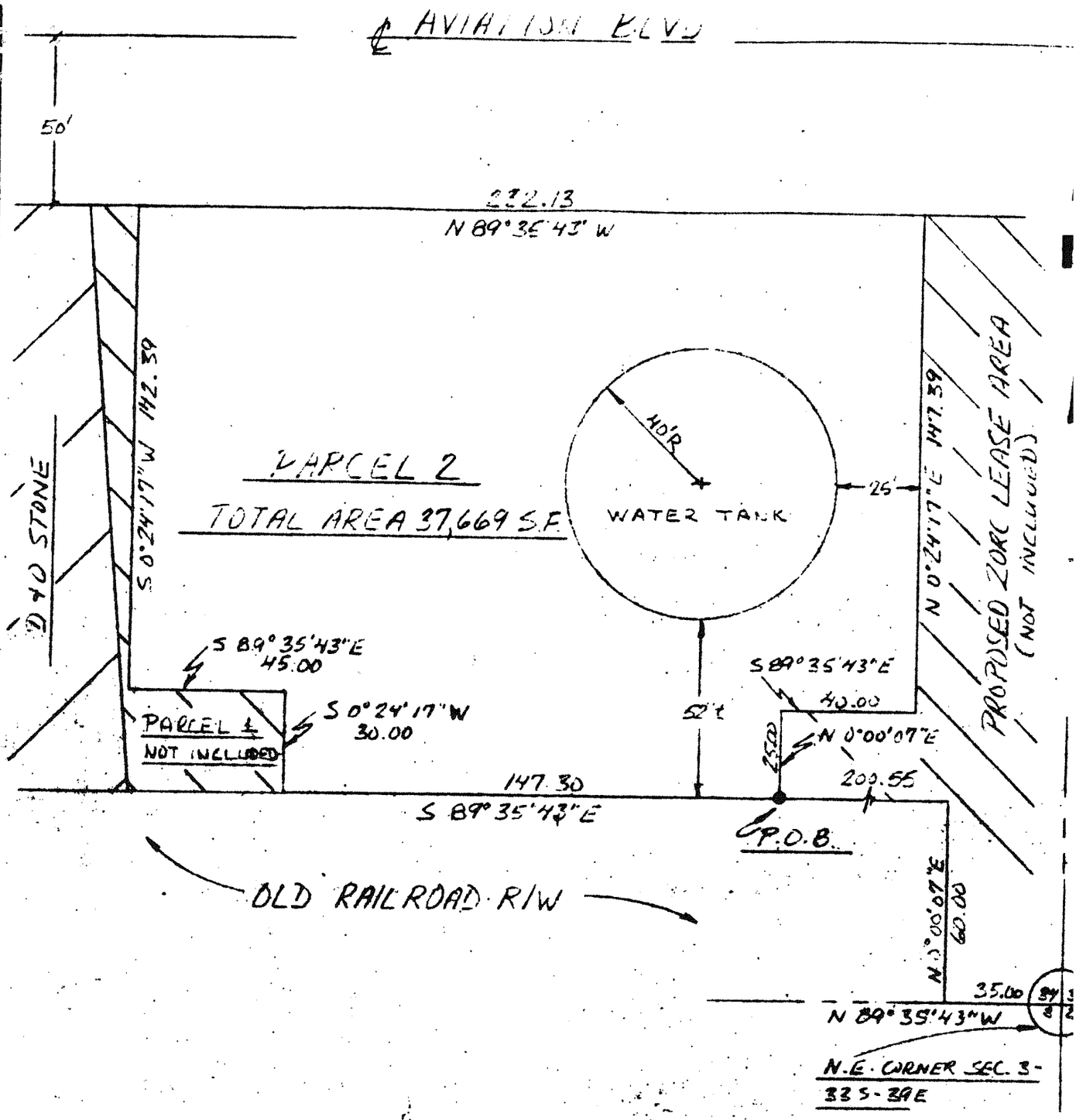
From: Bolton, Robert
Sent: Monday, May 17, 2010 11:59 AM
To: Mitts, Jackie
Cc: Maillet, Steve; Menger, Eric
Subject: Airport Land Rent ?Piper Storage Tank

Water tank
Res.# 88-05

Jackie,
The Water and Sewer Department is no longer using the Piper Storage Reservoir and has not used this property at all this fiscal year. Therefore, could you please make the necessary adjustments to account No. 421.9003536.344003 to reflect this change.
Thanks,
Rob

Changed recurring JE
5/17/10
credit OCT-APR
7@ 571.47 = 4000.26

Mary - Please make JE to remove those charges and stop the recurring J.
Thanks
Jackie



TYPE OF SURVEY PER FAC 21HH-6.02: SKETCH OF INFORMATION

I, ROBERT FILLEDES LLOYD, do hereby certify that I am a duly licensed and practicing Registered Land Surveyor in the State of Florida; also, that this sketch of survey meets the Minimum Technical Standards for a survey as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.07, Florida Statutes, and that under my supervision did make an actual survey of:

LOT ____, BLOCK ____, SEE ATTACHED LEGAL DESCRIPTION

as shown in Indian River County records: PLAT BOOK ____ PAGE ____ and that said survey was actually made on the ground per record description and is correct to the best of my knowledge and belief and that there exists no encroachments either way across the property lines or building setback lines, except as shown on said sketch of survey.

ROBERT FILLEDES LLOYD FLA. REG. ENGINEER No. [illegible] FLA. REG. LAND SURVEYOR No. [illegible]
This survey is not valid without embossed seal

LLOYD & ASSOCIATES, IN
ENGINEERS & SURVEYOR
(305) 562-4112
1855 20TH. ST.
VERO BEACH, FLORIDA 3266

CLIENT: CITY OF VERO BEACH

SCALE: 1"=40' DATE: 10-21-8
DRAWN: LJC JOB NO: 86-
REVISED:

RESOLUTION NO. 88-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERO BEACH, FLORIDA, OBLIGATING THE CITY OF VERO BEACH WATER AND SEWER FUND TO PAY TO THE AIRPORT FUND AN ANNUAL AMOUNT AS LAND RENTAL FOR PARCEL #43 AT THE VERO BEACH MUNICIPAL AIRPORT.

WHEREAS, the City of Vero Beach maintains a water storage tank at the Vero Beach Municipal Airport, and

WHEREAS, the City of Vero Beach owns and operates the Municipal Airport as a proprietary function of the City on an enterprise fund basis without recourse to general revenue funds, and

WHEREAS, the Federal Aviation Agency, which has certain jurisdiction over the Municipal Airport property under Federal Law and under the terms of the Agreement through which the City acquired title to the Airport Property, requires the City to pay to the Airport Fund the fair market value for the use of Airport land by the City, and

WHEREAS, in view of the foregoing, the Airport Fund shall be paid for the use of the Airport land by the City, and

WHEREAS, this Resolution shall amend and supersede Resolution 87-68.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERO BEACH, FLORIDA, THAT:

Section 1 - Legal Description.

The City shall use and hold as if a leasehold the following described real property:

SEE ATTACHMENT "A"

Section 2 - Terms.

The above described parcel consists of approximately 33,748 square feet. The base rent shall be at the fair market value of .1258 dollars per square foot per annum, amounting to $4,245.50 per year, effective November 17, 1987. Rental payments in the amount of $353.79 shall be made on a monthly basis to the Airport Fund with the cost to be charged to the Water and Sewer Fund.

Section 3 - Automatic Rent Increase.

The rent of .1258 dollars per square foot per annum shall be adjusted yearly in accordance with the Consumer Price Index (CPI) as published by the U. S. Department of Labor, Bureau of Labor Statistics, using the all items for all urban customers, July to July Report. The CPI adjustment will be made October 1 of each year beginning in 1988.

* * * * * * * * * * * * * *

RECEIVED JAN 21 1988 CITY OF VERO BEACH, FLORIDA

LLOYD & ASSOCIATES, INC.

ENGINEERS AND SURVEYORS

REPORTS
DESIGNS
SUPERVISION
APPRAISALS
CONSULTATIONS

ROBERT F. LLOYD
REGISTERED CIVIL ENGINEER 3538
REGISTERED LAND SURVEYOR 944

DARRELL E. McQUEEN
REGISTERED CIVIL ENGINEER 21497

(305) 562-4112
1835 20TH STREET
VERO BEACH, FLORIDA
32960

October 21, 1987

LEGAL DESCRIPTION
PARCEL 2

A parcel of land lying in Section 34, Township 32 South, Range 39 East, Indian River County, Florida, and being more particularly described as follows:

Commencing at the Northeast corner of Section 3, Township 33 South, Range 39 East,

thence, run N 89° 35' 43" W, 35.00 feet;

thence, run N 00° 00' 07" East, 60.00 feet;

thence, run N 89° 35' 43" W, 200.55 feet to the Point of Beginning (P.O.B.);

thence, run N 00° 00' 07" E, 25.00 feet;

thence, run S 89° 35' 43" E, 40.00 feet;

thence, run N 00° 24' 17" E, 147.39 feet to a point on the South right-of-way of Aviation Boulevard;

thence, run N 89° 35' 43" W, 232.13 feet along the South right-of-way of said boulevard;

thence, run S 00° 24' 17" W, 142.39 feet;

thence, run S 89° 35' 43" E, 45.00 feet;

thence, run S 00° 24' 17" W, 30.00 feet;

thence, run S 89° 35' 43" E, 147.30 feet to the Point of Beginning.

Said parcel of land containing 37,669.0 square feet.

PREPARED BY LLOYD & ASSOCIATES, INC.
VERO BEACH, FLORIDA

MEMORANDUM

TO: Monte K. Falls, Interim City Manager

VIA: Wayne R. Coment, Acting City Attorney

VIA: Robert J. Bolton, Water and Sewer Director

FROM: Ericson W. Menger, Airport Director

DATE: March 22, 2011

SUBJECT: **RESOLUTION TO AMEND LEASE TERMS WITH THE CITY WATER AND SEWER DEPARTMENT TO ACCOMMODATE THE EXPANSION OF THE WATER AND SEWER TREATMENT PLANT FACILITIES, WATER AND WASTEWATER STORAGE, AND INJECTION WELL INSTALLATION**

Attached for your review and consideration is a proposed Resolution to revise the amount of land rent paid by the Water and Sewer Fund to the Airport Fund to compensate the Airport for the expanded water and sewer facilities site lying north of the existing water plant parcel and easterly of Airport North Drive. The existing Resolution 89-11 covers **18.1 gross acres** and the revised parcel covers a total of **27.5 gross acres**. Under Federal Law and FAA Grant Assurances, the Airport fund is required to receive fair market rental income for use of Airport land by private and public entities, including other departments within the City.

BACKGROUND:

On February 7, 1989, the Vero Beach City Council passed Resolution 89-11 which provided for the rental of 18.1 gross acres of airport land to construct expanded water plant facilities north of the existing water treatment plant. Recently, the Water and Sewer Department has been further developing the area, constructing a new large storage tank, deep injection well, monitoring well, and 3 additional buildings on the existing leasehold and additional lands in the vicinity. The new facilities have now been completed and staff has prepared the attached Resolution to address the changes.

The proposed new Resolution allocates current fair market rental rate to the lands originally leased and developed per Resolution 89-11, and applying the same market value rent to the areas added to the site due to the significant expansion of the improvements and facilities. This methodology returns a blended rental rate for the adjusted site at $0.1148 per square foot per year (less than the current rental rate of $0.15631). The new rate was determined by a current MAI appraisal procured from the local appraisal firm of Armfield and Wagner Appraisal.

Based upon the adjusted site area and application of the new rental rate, the Water and Sewer Department's land rent will rise from **$123,240.00** for fiscal year 2010-2011, to **$137,500.00** per year beginning May 1, 2011 through September 30, 2011. (The increase in rent is less than 11.7% while the increase in the size of the site is 51.9%.) Funding has already been included in the proposed 2010-2011 budget for both the Airport and the Water and Sewer Departments and will represent a substantial reduction in those budgets.

Attached to this memorandum is a spreadsheet depicting the rental rates and allocations for the expanded water treatment facilities. Also attached you will find a color-coded map indicating the original and revised land areas making up the entire site at the Airport.

RECOMMENDATION:

I respectfully request this item be placed on the April 19, 2011, City Council agenda. I recommend approval of the new Resolution.

EWM/jm

Attachment

cc: Airport Commission Members (via email and U.S. Mail)
Steve Maillet, Finance Director (via email)
Joyce Vonada, City Managers Office (via email)

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RESOLUTION NO. 11-_____

A RESOLUTION OF THE CITY OF VERO BEACH, FLORIDA, OBLIGATING THE CITY OF VERO BEACH WATER AND SEWER FUND TO PAY TO THE AIRPORT FUND AN ANNUAL AMOUNT AS LAND RENTAL FOR 27.5 ACRES OF AIRPORT PROPERTY TO BE USED IN CONJUNCTION WITH THE WATER AND SEWER TREATMENT PLANT AND RELATED FACILITIES; REPEALING RESOLUTION 89-11; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Vero Beach owns and operates the Water and Sewer Department, a public enterprise fund department with various water treatment facilities at the Vero Beach Municipal Airport; and,

WHEREAS, the City of Vero Beach owns and operates the Vero Beach Municipal Airport, a public enterprise fund department encumbered by certain federal laws administered by the Federal Aviation Administration (FAA); and,

WHEREAS, the FAA, through deed restrictions and grant assurances, requires the City to operate the Airport as a revenue producing facility and to receive fair market value for the use of Airport property; and,

WHEREAS, pursuant to these federal requirements, fair market rental rates and charges for use of Airport property are established by City Resolution; and,

WHEREAS, the rates and charges must be reviewed periodically to ensure that the Airport Fund continues to receive fair market value for the use of Airport property; and,

WHEREAS, the rates and charges established in this Resolution will ensure that the City continues to comply with Federal law; and,

WHEREAS, the existing Water and Sewer lease site encompasses 18.1 gross acres of Airport land with a current rental rate of $0.15631 per square foot, or $123,240.00 per annum; and,

WHEREAS, the City of Vero Beach Water and Sewer Department has requested an expansion to 27.5 gross acres of land on Airport property to accommodate additional structures, a deep injection well and associated equipment, several raw water wells, additional structures for administrative offices, maintenance building, and covered storage for equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERO BEACH, FLORIDA, THAT:

1. The Legal Description of Real Property shall be as described in Exhibit "A", attached hereto and incorporated herein by reference.
2. Rental Terms: The City of Vero Beach Water and Sewer Fund shall pay to the City of Vero Beach Municipal Airport Fund, rent in the amount of **$137,500.00** per year, or **$11,458.33** per month, beginning May 1, 2011. The rental rate is based upon the original **18.1 acres** of Airport land and an additional **9.4 acres** of Airport land improved with interior roadway access only, for a total of **27.5 acres** at a current market rental rate of **$0.1148** per square foot. The Water and Sewer Department shall maintain all of the land and all existing storm water drainage facilities running through the lease site.

3. Rent Adjustment / Annual Consumer Price Index (CPI) Adjustment: Beginning on October 1, 2011, and annually on each October 1st thereafter, the rent shall be adjusted in accordance with the percentage change in the index known at the time this Resolution is adopted by the City of Vero Beach City Council, as the "United States Bureau of Labor Statistics Consumer Price Index (CPI) for All Urban Consumers," using the August to August report. This adjustment shall be referred to as "the CPI adjustment." If the CPI ceases to be published, the successor index shall be used. In addition, the market rental rate shall be re-examined at the end of each five (5) year period. At least three (3) months prior, but not more than six (6) months prior, to the five (5) year adjustment date, the Airport and Water and Sewer Departments shall jointly procure and share the cost of a new MAI appraisal to aid in establishing the then current market value of the 27.5 acre site, without consideration of the water and sewer improvements. If there is a deficiency of more than five (5%) percent as compared to the then effective rental rate, the rental rate shall be adjusted to the new market rental rate. These adjustments shall be made administratively upon authorization of the City Manager without any requirement to amend this Resolution. In no event shall the rental rate be less than the rental rate set for the previous year of the tenancy.

4. Repeal of Resolution 89-11:

Resolution 89-11 is hereby repealed upon the effective date of this Resolution.

5. Effective Date:

The effective date of this Resolution shall be _____, 2011. This resolution was read for the first time on the ____day of _____, 2011, and was advertised in the Press Journal on the____day of _____ 2011, for a public hearing to be held on the _____day of _____ 2011, at which time it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted on the _____ day of _____ 2011, by the following vote:

Mayor Jay Kramer	❑	Yes	❑	No
Vice Mayor Pilar E. Turner	❑	Yes	❑	No
Councilmember Brian T. Heady	❑	Yes	❑	No
Councilmember A. Craig Fletcher	❑	Yes	❑	No
Councilmember Tracy M. Carroll	❑	Yes	❑	No

ATTEST:

_____
Tammy K. Vock
City Clerk

CITY OF VERO BEACH, FLORIDA

_____
Jay Kramer
Mayor

Approved as to form and legal sufficiency:

_____
Wayne R. Coment
Acting City Attorney

Approved as conforming to municipal policy:

_____
Monte K. Falls
Interim City Manager

Approved as to technical requirements:

_____
Ericson W. Menger
Airport Director

Approved as to technical requirements:

_____
Robert J. Bolton
Water and Sewer Director

MEMORANDUM

TO: Monte K. Falls, Interim City Manager

VIA: Wayne R. Coment, Acting City Attorney

VIA: Robert J. Bolton, Water and Sewer Director

FROM: Ericson W. Menger, Airport Director

DATE: March 22, 2011

SUBJECT: **RESOLUTION TO AMEND LEASE TERMS WITH THE CITY WATER AND SEWER DEPARTMENT TO ADD WELLS AND RAW WATER MAINS, OR REMOVE WELL SITES FROM THE EXISTING RESOLUTION LEASE AND TO ADJUST THE LEASE RATE FOR ALL ACTIVE WELLS AND MAINS.**

Attached for your review and consideration is a proposed Resolution to revise the amount of rent paid by the Water and Sewer Fund to the Airport Fund to compensate the Airport for the active raw water wells, air stripping tower, and raw water mains from the wells to the treatment plant, all located on Airport property. This new Resolution adjusts the rental rate down to easement rates, or one-half the normal rates for the classification of land affected.

BACKGROUND:

On February 7, 1989, the Vero Beach City Council passed Resolution 89-12 which provided for the rental of 643,570 square feet of airport land being used for 20 wells and the stripping tower. While reviewing and updating the Resolution Rental lease for these wells, staff made adjustments such as removing abandoned, inactive, wells, and wells now within the new plant site, adding wells not formerly accounted for, and adjusting the rental rate to the current market rental rate. This new Resolution accounts for all or part of 24 well sites, the stripping tower site, and thousands of feet of raw water mains on Airport land. Under Federal Law and FAA Grant Assurances, the Airport fund is required to receive fair market rental income from private as well as public entities, including other departments within the City. Staff believes our proposed methodology satisfies those requirements.

It should be noted that the proposed Resolution compensates the Airport for land lying within a 100 foot radius of the raw water wells, which is the estimated area needed for the Water and Sewer Department to maintain the wells (same as the old Resolution). The same charge is applied to the thousands of feet of underground piping through and around the Airport property which interconnect these wells with the water treatment plant. No charge has been made for the numerous monitoring wells installed for the sole purpose of testing the public water well aquifer for the City of Vero Beach.

If the proposed Resolution is approved, the Water and Sewer Department's rent for the well system will decrease from **$128,714.04** for fiscal year 2010-2011, to an annual rate of **$121,991.07,** beginning May 1, 2011, for the remainder of fiscal year 2010-2011. These amounts have already been considered in the proposed 2010-2011 budget.

Attached to this memorandum is a spreadsheet depicting the rental rates and allocations for the water well system operated on the Vero Beach Municipal Airport by the Water and Sewer Department. Also attached is a map indicating the various well locations, piping, and other relevant information.

RECOMMENDATION:

I respectfully request this item be placed on the April 19, 2011, City Council agenda. I recommend approval of the new Resolution.

EWM/jm

Attachments

cc: Airport Commission Members (via email and U.S. Mail)
Steve Maillet, Finance Director (via email)
Joyce Vonada, City Managers Office (via email)

N:\ADMINISTRATION\MEMOS 2011\March\22 MFem W & S Wells Resolution.docx

property in conjunction with several raw water wells, monitoring wells, a stripping tower, various connecting water mains, pumps, and equipment; and,

WHEREAS, occasionally older wells are permanently taken off line and abandoned, and new wells are sometimes installed to maintain supplies of raw water for the City's potable water system; and,

WHEREAS, the attached Well Inventory details the current number of active wells and the stripping tower located on Airport land not covered by any other agreement between the Airport and the Water and Sewer Department; and,

WHEREAS, the Well Inventory and resulting rent payable by the Water and Sewer fund to the Airport Fund requires timely revisions and such revisions should be allowed upon a joint request by the Water and Sewer Department and the Airport to the City Manager for approval and authorization.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERO BEACH, FLORIDA, THAT:

1. Description of Well Sites: (See Exhibit "A", entitled *Adjusted Well Inventory & Billing Base Sheet*, attached hereto and incorporated herein by reference.)
2. Rental Terms: The City of Vero Beach Water and Sewer Enterprise Fund shall pay to the City of Vero Beach Municipal Airport Enterprise Fund, rent in the amount of **$121,991.07** per year, or **$10,165.92** per month, beginning May 1, 2011.
3. Well Inventory Revisions and Associated Gross Rent Adjustments: Beginning immediately upon the effective date of this Resolution, the Water and Sewer Department Director shall make recommendations to revise to the Well Inventory attached hereto and made a part hereof upon the confirmed permanent plugging

RESOLUTION NO. 11-_____

A RESOLUTION OF THE CITY OF VERO BEACH, FLORIDA, OBLIGATING THE CITY OF VERO BEACH WATER AND SEWER FUND TO PAY TO THE AIRPORT FUND AN ANNUAL AMOUNT AS LAND RENTAL FOR TWENTY FOUR (24) WATER WELLS, VARIOUS MONITORING WELLS AND WATER MAINS, AND ONE STRIPPING TOWER LOCATED ON AIRPORT PROPERTY TO BE USED AS PART OF THE CITY'S WELL FIELD AND WATER PUMPING SYSTEM; REPEALING RESOLUTION 89-12; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Vero Beach owns and operates the Water and Sewer Department, a public enterprise fund department with various water treatment facilities at the Vero Beach Municipal Airport; and,

WHEREAS, the City of Vero Beach owns and operates the Vero Beach Municipal Airport, a public enterprise fund department encumbered by certain federal laws administered by the Federal Aviation Administration (FAA); and,

WHEREAS, the FAA, through deed restrictions and grant assurances, requires the City to operate the Airport as a revenue producing facility and receive fair market value for the use of Airport property; and,

WHEREAS, pursuant to these federal requirements, fair market rental rates and charges for use of Airport property are established by City Resolution; and,

WHEREAS, the rates and charges must be reviewed periodically to ensure that the Airport Fund continues to receive fair market value for the use of Airport property; and,

WHEREAS, the rates and charges established in this Resolution will ensure that the City continues to comply with Federal law; and,

WHEREAS, the City of Vero Beach Water and Sewer Department uses Airport

and/or abandonment of raw water wells or the stripping tower, or the addition of new well sites. Such recommended revisions to the Well Inventory shall be coordinated with the Airport Director, and then forwarded to the City Manager for approval and implementation of an adjustment to the current annual / monthly rent payment payable from the Water and Sewer Fund to the Airport Fund.

4. Rent Adjustment / Annual Consumer Price Index (CPI) Adjustment: Beginning on October 1, 2011, and annually on each October 1st thereafter, the rent shall be adjusted in accordance with the percentage change in the index known at the time this Resolution is adopted by the City of Vero Beach City Council, as the "United States Bureau of Labor Statistics Consumer Price Index (CPI) for All Urban Consumers," using the August to August report. This adjustment shall be referred to as "the CPI adjustment." If the CPI ceases to be published, the successor index shall be used. In addition, the market rental rate shall be re-examined at the end of each five (5) year period. At least three (3) months prior, but not more than six (6) months prior, to the five (5) year adjustment date, the Airport and Water and Sewer Departments shall jointly procure and share the cost of a new MAI appraisal to aid in establishing the then current market value of the active well sites, stripping tower site, and all of the piping easement areas without consideration of the water and sewer improvements. If there is a deficiency of more than five (5%) percent as compared to the then effective rental rate, the rental rate shall be adjusted to the new market rental rate. These adjustments shall be made administratively upon authorization of the City Manager without any requirement to amend this Resolution. In no event shall the rental rate be less than the rental rate set for the previous year of the tenancy.

5. Repeal of Resolution 89-12:

Resolution 89-12 is hereby repealed upon the effective date of this Resolution.

6. Effective Date:

The effective date of this Resolution shall be _____, 2011. This resolution was read for the first time on the ____day of _____, 2011, and was advertised in the Press Journal on the____day of _____ 2011, for a public hearing to be held on the _____day of _____ 2011, at which time it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted on the _____ day of _____ 2011, by the following vote:

Mayor Jay Kramer	❑	Yes	❑	No
Vice Mayor Pilar E. Turner	❑	Yes	❑	No
Councilmember Brian T. Heady	❑	Yes	❑	No
Councilmember A. Craig Fletcher	❑	Yes	❑	No
Councilmember Tracy M. Carroll	❑	Yes	❑	No

ATTEST:

_____
Tammy K. Vock
City Clerk

Approved as to form and legal sufficiency:

_____
Wayne R. Coment
Acting City Attorney

Approved as to technical requirements:

_____
Ericson W. Menger
Airport Director

CITY OF VERO BEACH, FLORIDA

_____
Jay Kramer
Mayor

Approved as conforming to municipal policy:

_____
Monte K. Falls
Interim City Manager

Approved as to technical requirements:

_____
Robert J. Bolton
Water and Sewer Director

AIRPORT - WATER and SEWER DEPARTMENT Resolution Rental Revisions

Expanded Water/Sewer Plant and Facilities

	Parcel Size	Current Gross Rent Rate	New Blended Rental Rate	Rent
Existing Water Plant Facility	788,436.0	$0.15631		$123,240.00
Expanded Water/Sewer Plant and Facilities	1,197,750.0		$0.11480	$137,500.00
Changes	409,314.0			**$14,260.00**
	18.1 A to 27.5 A = 51.9% Increase			

Expanded Water/Sewer Plant and Facilities

	Number of Wells	Current Rent Rate	Revised Rate	Rent
Current Water Well Site Rental Inventory	20.0	$0.20000		$128,714.04
Revised Water Well Site Rental Inventory	24.0		$0.11480	$121,991.07
Changes	4.0			**($6,722.97)**

NET CHANGE IN RESOLUTION RENTAL TO AIRPORT **$7,537.03**

Airport Resolution Tenant 2009 to 2011 Rent Analysis

5/10/2011

10:27:01 AM

RESOLUTION #	Parcel ID	Lease Date	Legal Parcel #	2010 CPI %	2009 Land Rate	Land SQF	Annual Land Rent 2009-10	2010 Land Rate	2009 Drainage Rate	Drainage SQF	2009 Annual Drainage Rent	2010 Drainage Rate	**2009 Current Annual Rent**	2010 Annual Rent Calc	Annual Rent Adjustment	2010 FY Rent	2010 Monthly Rent
2007-38	Parcel # 45 & 45A - Electric Substation East of Citrus Park Village	9/18/2007	32-39-26-00011-0440-00001.0 Parcel	1.2%	$0.3101	102,378.00	$31,747.420	$0.3138	$0.1551	13,998.00	$2,171.090	$0.1570	**$33,918.51**	$33,918.510	$405.450	$34,323.96	$2,860.33
2669	North Electric Substation (North of Old Dixie Hwy, South of 41st Street)	4/1/1996		2.6%	$0.2597	6,000.00	$1,558.200	$0.2665	$0.0000	0.00	$0.000	$0.0000	**$1,558.20**	$1,558.200	$40.800	$1,599.00	$133.25
2881	S. Gifford Road Electric Substation	8/1/1981		1.2%	$0.2005	65,250.00	$13,082.620	$0.2029	$0.0000	0.00	$0.000	$0.0000	**$1,090.22**	$13,082.620	$156.620	$13,239.24	$1,103.27
82-9	TRACT "C" - Less the East 90 feet according to Plat of APW	10/1/1982		1.2%	$0.2259	488,303.20	$110,307.690	$0.2286	$0.0000	0.00	$0.000	$0.0000	**$110,307.72**	$110,307.690	$1,318.470	$111,626.16	$9,302.18
89-11	Water Treatment Plant (North of Beacon Rd, West of US1, South of CLEARZONE of 29R and East of North Ramp)	9/1/1988		0.0%	$0.2000	616,200.00	$123,240.000	$0.2000	$0.0000	0.00	$0.000	$0.0000	**$10,270.00**	$123,240.000	$0.000	$123,240.00	$10,270.00
89-12	Vacant Land - Stripping Tower - 27 Water Wells	9/1/1988		0.0%	$0.2000	643,570.00	$128,714.000	$0.2000	$0.0000	0.00	$0.000	$0.0000	**$10,726.12**	$128,714.000	$0.040	$128,714.04	$10,726.17
89-23	Lots 36-41 Plus Easterly 90' Tract C APW	10/1/1988		1.2%	$0.2259	265,561.00	$59,990.230	$0.2286	$0.0776	49,710.00	$3,857.500	$0.0785	**$63,847.68**	$63,847.730	$761.710	$64,609.44	$5,384.12
91-09	43rd Ave & Airport West Drive a portion of the wsterly 1/2 of Tract A	9/1/1990		1.2%	$0.1977	4,084.00	$807.410	$0.2001	$0.0000	0.00	$0.000	$0.0000	**$807.36**	$807.410	$9.790	$817.20	$68.10
													$232,525.81	$475,476.16	2692.88		$39,847.42

Addendum to the City Council Meeting Agenda

X New Business __Old Business

Author: Tracy Carroll **Council Meeting Date:** May 17, 2011 **Priority** ____ **of** .

9B-3)

Title: Hiring of a transactional (mergers and acquisitions) AND utility law firm to negotiate on behalf of the City, and reporting to the City Council.

Summary of your points for discussion: The following are issues the firm would be responsible for:

OUC Contract
FMPA entitlements
Acquisition of Vero Beach Electric with FPL
Merger of City WSI with IR County

All agenda Additions - Public need or issue addressed: The City needs representation on the above issues.

Statement of the proposed solution to the public need or issue: Develop in workshop the issues to include in the RFP to the attached firms.

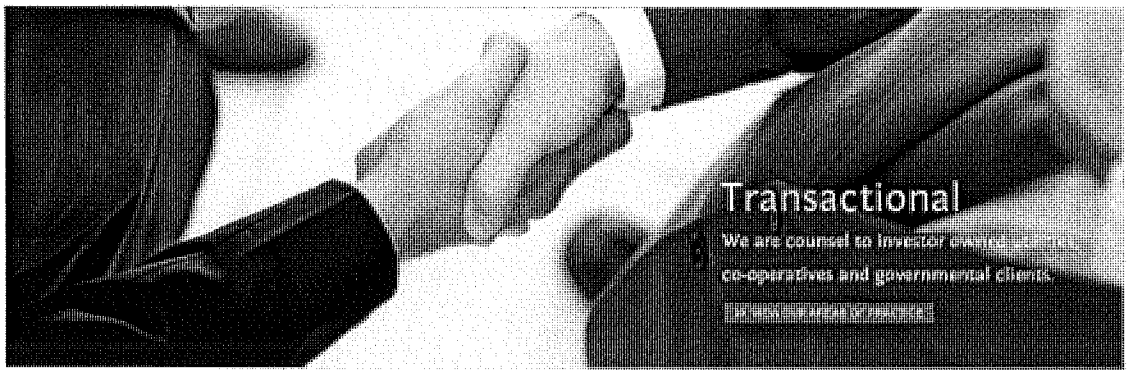
New Business Only - Relevant City Charter, code references, legal:

Backup - additional attached documentation includes: Information from the web on three possible firms involved in

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue:

ROSE, SUNDSTROM & BENTLEY, LLP

ATTORNEYS | COUNSELORS



Links:

>> OVERVIEW
>> WATER RESOURCES
>> TRANSACTIONAL LAW
>> PUBLIC UTILITIES
>> ADMINISTRATIVE LAW
>> REAL ESTATE
>> ENVIRONMENTAL LAW
>> HEALTH CARE
>> PROFESSIONAL LICENSURE
>> COMMUNITY DEVELOPMENT
>> ESTATE PLANNING & ELDER CARE

Transactional Law:

Rose, Sundstrom & Bentley has broad experience in public utilities, mergers and acquisitions, public and conventional finance, and general corporate matters. Our work in this area includes utility acquisition and finance, with a concentration in water and wastewater utilities.

We are counsel to investor-owned utilities, co-operatives and governmental clients, including cities, counties and Community Development Districts. Our expertise extends from negotiation and financing of utility acquisitions and divestitures to valuation and general counsel work. We also advise clients on utility regulatory matters, infrastructure issues, territorial disputes, contract and operational matters.

We have particular experience in eminent domain cases and utility system valuations, and we practice before the Florida Public Service Commission, the Department of Environmental Protection and the various Water Management Districts.

Highlights of our transactional work:

- We have represented national water utilities on acquisition matters in other jurisdictions, and large landowners on the establishment and development of utilities serving their property.
- We acted as buyer's representative and counsel to a coalition of local governments in the acquisition of the utility assets in many of the largest water and wastewater utility system transactions in the State of Florida.
- We have acted as borrower's counsel in a large number of tax-exempt, industrial development revenue bond issues for projects throughout the state. We have also structured taxable bond issues and conventional financings for private borrowers.
- We have established for-profit utility corporations, non-profit cooperatives, and advised clients on public private partnerships and non-profit corporations acting on behalf of local governments.

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ROSE, SUNDSTROM & BENTLEY, LLP

ATTORNEYS | COUNSELORS

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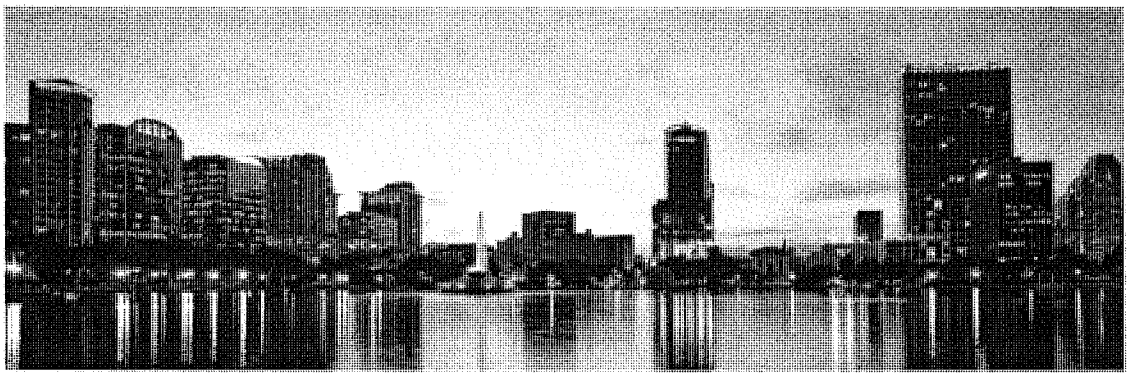


North Florida:

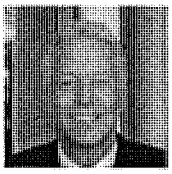
- FREDERICK L. ASCHAUER, JR.
- CHRIS H. BENTLEY, P.A.
- ROBERT C. BRANNAN
- F. MARSHALL DETERDING
- JOHN R. JENKINS, P.A.
- KYLE L. KEMPER
- STEVEN T. MINDLIN, P.A.
- CHASITY H. O'STEEN
- WILLIAM E. SUNDSTROM, P.A.
- DIANE D. TREMOR, P.A.
- JOHN L. WHARTON

South Florida:

- JOHN J. FUMERO, P.A.
- THOMAS F. MULLIN

Central Florida:

- MARTIN S. FRIEDMAN, P.A.
- BRIDGET M. GRIMSLEY
- CHRISTIAN W. MARCELLI



Martin S. Friedman, P.A.

Managing Partner

Areas of Practice: Utilities Law; Environmental Law; Administrative Law, Commercial Transactions and Litigation, Real Estate Transactions and Litigation

Education: B.S., Florida State University, 1972; J.D., Stetson University, College of Law, 1975

Martin S. Friedman acts as lead counsel for utilities clients before the Florida Public Commission and in their dealings with developers and city, county and governmental agencies. He has served as the Florida Assistant Attorney General in the Local Government Section and Chief of General Litigation Section. Mr. Friedman is authorized to write title insurance for First American Title Insurance Company and has acted as lead real estate counsel on more than 120 utility transactions and $3 billion in utilities' financing. Mr. Friedman regularly litigates commercial and real estate issues, and handles commercial and real estate transactions.

Mr. Friedman is a member of The Florida Bar, the American Land Title Association Legal Division, the Florida Rural Water Association and the Florida Land Title Association. He has served as a speaker on Mastering Real Estate Titles and Title Insurance in Florida.

mfriedman@rsbattorneys.com

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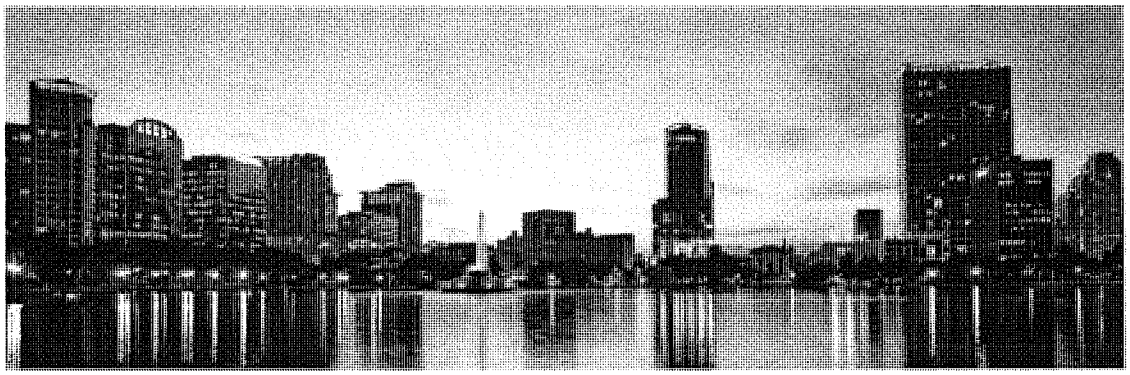
ROSE, SUNDSTROM & BENTLEY, LLP
ATTORNEYS | COUNSELORS



North Florida:

- FREDERICK L. ASCHAUER, JR.
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- STEVEN T. MINDLIN, P.A.
- CHASITY H. O'STEEN
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- THOMAS F. MULLIN

Central Florida:

- MARTIN S. FRIEDMAN, P.A.
- BRIDGET M. GRIMSLEY
- CHRISTIAN W. MARCELLI

Christian W. Marcelli

Associate

Areas of Practice: Utilities Law, Administrative Law, Corporate Law, Real Estate, Intellectual Property, and Civil Litigation

Education: B.A., Political Science, University of Central Florida, 1997; B.A., Spanish, University of Central Florida, 1997; J.D., Benjamin N. Cardozo School of Law, 2002

Christian W. Marcelli practices law in the areas of utility regulation, corporate law and civil litigation. Mr. Marcelli previously practiced as an attorney in the Energy and Utilities Department of LeBouef, Lamb, Greene & MacRae of New York, New York, where he worked on rate cases, merger approval proceedings and financing petitions. He is a member of The Florida Bar and The New York Bar.

cmarcelli@rsbattorneys.com

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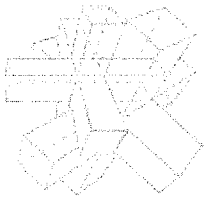

Public Utilities

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Public utilities have evolved rapidly. Previously, they were single-purpose regulated entities with a mission of delivering bundled local service on a cost-based rate of return basis. But today's utilities are diverse and dynamic organizations, relying on unregulated businesses for a significant portion of their revenue growth. They are managed by entrepreneurs balancing the demands for higher risk returns with the need for stability and reliability inherent in their traditional utility base, and facing unparalleled environmental business challenges.

Greenberg Traurig's Public Utility Practice covers the quickly changing terrain of the regulated and unregulated utility industry, both domestic and international, forging multidisciplinary teams from across the firm's many practice areas. We advise public utilities and their unregulated affiliates, private equity investors and hedge funds, investment banks and financial institutions, customers of utilities, providers of goods and services to utilities, those who wish to become (or avoid becoming) public utilities, and others who affect or are affected by the activities of public utilities. Our attorneys guide clients through this complex and changing arena to help them meet their business objectives.

Industry Coverage

- Traditional regulated public utilities in all sectors, including:
  - Natural gas supply, transportation and distribution
  - Telecommunications, including hard-wire, wireless, Internet, satellite and cable
  - Transportation, including toll roads, railroads, ports and airports
  - Electricity generation, transmission and distribution
  - Water supply, treatment, transportation, disposal and reuse
  - Waste collection, disposal and incineration
  - Chilled water, steam and distributed heating
- Unregulated utility affiliates in regulated or unregulated businesses, including:
  - Utility holding companies
  - Cross-border conglomerates
  - Independent power producers
  - Telecommunications service providers
  - Operations and management companies
- "Self-regulating" utilities, including:
  - Municipal utilities
  - Public power authorities
  - Cooperatives
  - Infrastructure development districts
  - Rail, port and airport transit authorities
- Major customers of public utilities, such as industrial customers, governmental entities and

planned community developers

- Major vendors of services, equipment and other goods to utilities

Areas of Focus

- Mergers and acquisitions
- Finance, including corporate, project, public debt/bond and capital markets/securitization
- Public/private partnerships (P3s)
- Antitrust and trade regulation
- Operations and management consulting
- FERC, FCC, FTC and state regulatory commissions
- Environmental sustainability, facility siting, environmental permitting and brownfields
- Procurement and public bidding
- Bankruptcy, reorganization and dispute resolution
- Federal/state taxes and ERISA
- Intellectual property
- Government affairs (federal and state)

Representative Client Services

- Corporate structuring and governance, including compliance with federal and state laws regarding interlocking directors, cross-subsidization and the like
- Acquisition and sale of utility assets, mergers among utilities, mergers between utilities and non-utilities, private equity/hedge fund buy-outs, and distressed asset acquisition
- Public/private partnerships (P3s) and public infrastructure concessions
- Avoidance of public utility status in connection with the providing of utility-type services
- Municipalization and privatization of utilities; creation of public utilities, municipal utilities and special utility districts
- Project development, including strategic planning, site acquisition, environmental permitting, land use, design and construction contracting and equipment supply
- Securitizations, tax-free bond financing, IDBs, private placements, and equity and debt offerings
- Federal and state regulation, including authority to construct and serve, siting, rate structure and cost recovery, market power issues, service plans and tariffs, compliance proceedings and special investigations
- Tax planning, structuring and disputes, including IRS private activity issues and bond tax opinions and ERISA issues
- Drafting and negotiation of service arrangements; supply, access and capacity acquisition and sale arrangements (e.g., power purchase, transmission, bulk water and master cable agreements); and bidding programs and procurement response
- Operation and maintenance assistance, including long-term major maintenance and turnaround agreements and fuel supply agreements
- Governmental relations, including legislative, administrative and regulatory representation
- Dispute and complaint resolution at the regulatory agencies, in the courts, before alternative dispute resolution tribunals and with governmental entities (including foreign governments and Native American nations)

Related Experience

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Climate Change

Green Building & Sustainable Development

Carbon Credits

Public-Private Partnerships (P3)

Education

J.D., *cum laude*, Harvard Law School, 1984

A.B., *magna cum laude*, Dartmouth College, 1981

- Member of Phi Beta Kappa
- Daniel Webster and Rufus Choate Scholar

Admitted to Practice

Florida

Supreme Court of the United States

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Phillip C. Gildan has wide-ranging experience in corporate matters, mergers and acquisitions, and counseling a variety of industries on strategic, business, finance, governance and transactional matters. Phillip's industry experience includes public utilities (electric, gas, water, wastewater, reclaimed water, solid waste), real estate (infrastructure development, quasi-governmental entity finance) and club and resort (formation, membership plans, equity conversion, exit strategies).

Areas of Concentration

- Mergers and acquisitions / project finance / management consulting
- Public utilities (electric/gas/water/sewer/stormwater)
- Infrastructure privatization / municipalization
- Club / association / government enterprise representation

Professional & Community Involvement

- Member, The American Bar Association's Public Utility, Communications and Transportation Law Section
- Member, American Public Power Association
- Member, American Waterworks
- Coach, Youth Baseball & Basketball

Awards & Recognition

- Selected by peers as Leading American Attorney
- Listed, *Who's Who in America*; *Who's Who in the World*; *Who's Who in American Law*
- Ranked AV® Preeminent™ 5.0 out of 5*

*AV® Preeminent ™ and BV® Distinguished™ are certification marks of Reed Elsevier Properties Inc., used in accordance with the Martindale-Hubbell certification procedures, standards and policies.

Articles, Publications, & Lectures
Articles

- "Marrying New Electric Generation Facilities with Existing Wastewater Treatment Plants," *Public Works*, February 2002.
- "Electric Deregulation Provides Opportunity for Wastewater Treatment Facility Owners," *Water*

Engineering & Management, June 2002.

- "Turning the Tables: What To Do If Your Communication Site is Condemned," Business Radio, June 1995.
- "The Argument Against Wholesale Utility Rates," *American City and County*, April 1994.
- "Country Club Turnover Time," Developments, June 1997.
- Co-author in "The Anatomy of a Quick-Take," *American City and County*, March 1991; and "Quality Cities," February 1993.

Lectures

- Experienced lecturer on such topics as "Utility Revenue Generating Strategies;" "Utility Restructuring;" "Municipalization of Private Utilities"; "Privatization of Public Infrastructure;" and "Utilities Changing Environment."

Associated News & Events

Published Articles

10.04.02 Florida Water Services Announces Sale

02.01.02 Marrying New Electric Generation Facilities with Existing Wastewater Treatment Plant Facilities

12.28.98 Membrane Technology Helps Martin County Solve Water Woes

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UTILITIES & ENERGY

Ruden McClosky's Utilities & Energy Practice Group serves the legal, regulatory-related and planning needs of municipal and investor-owned energy companies and regulated utilities in Florida. Attorneys in the Utilities & Energy practice represent and counsel utility concerns as well as other governmental, industrial, agricultural, banking and real estate development clients throughout the State.

The statewide practice comprises attorneys in the areas of administrative, environmental, land use, litigation, public finance and lobbying, including: a former General Counsel for the Public Service Commission in Tallahassee, and previous Director of Air Resource Management for the Florida Department of Environmental Protection; a former chief contracts counsel for Orange County, FL; a former Special Counsel to United States Senator Bob Graham; and a former general counsel to St.John's Water Management District.

Ruden McClosky's Utilities & Energy Practice attorneys have substantial experience in the area of public utility & energy law and handle an array of matters involving clean air, utility plant and transmission line siting, electric generating facilities, renewable energy, water and wastewater, climate change-related issues as well as telecommunications issues.

Our attorneys have worked with early stage alternative energy and energy efficiency companies to help them identify federal, state, and local business incentives. They have assisted state agencies in rethinking their policies toward promoting alternative energy manufacturing and their regulatory approaches on energy issues, and they have worked with state universities to commercialize advanced renewable energy and energy efficiency technologies.

Our attorneys have experience representing regulated entities and public companies in regulatory and administrative matters before state courts and federal and state agencies including the Florida Public Service Commission, the Division of Administrative Hearings, the Department of Environmental Protection, the U.S. Environmental Protection Agency, the Department of Transportation, and numerous Boards of County Commissioners.

They have also represented public utility companies before and in circuit court litigation and they routinely handle appeals in the District Courts of Appeal and the Florida Supreme Court. They have also been involved in drafting legislation on behalf of public utility clients.

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AREAS OF PRACTICE

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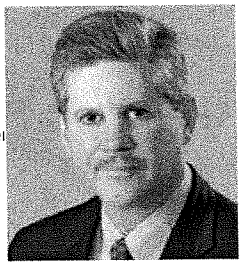
- GOVERNMENTAL
  - Administrative/Governmen Relations/Land Use
  - Utilities & Energy
- LAND USE & ZONING
- UTILITIES & ENERGY

EDUCATION

- J.D., The Catholic University of America Law School, 1985
- M.S., George Mason University, 1977
- B.S., George Mason College of the University of Virginia, 1974

BAR ADMISSIONS

- Florida
- Michigan



MICHAEL G. COOKE, SHAREHOLDER

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Tampa, FL 33602

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Mr. Cooke concentrates his practice in administrative law, including environmental, utility, and land use law. He represents industrial, agricultural, banking, government and developer clients on matters involving clean air; water; wastewater; climate change; utility plant and transmission line siting; electric generating facility, renewable energy, and telecommunications issues.

He has represented clients in connection with long term fuel purchase contracts, utility easements, and other utility and co-generation facility matters. He also has represented Florida citrus processors in connection with environmental matters, and automobile, building products, electronics and other manufacturing companies in various CERCLA, RCRA, TSCA, water, air, and solid waste matters. He advised a U.S. manufacturer regarding environmental requirements applicable to its facilities located in Mexico and, in particular, assisted the company in developing its program for ensuring compliance with RCRA disposal requirements and other transborder issues.

Mr. Cooke previously served as General Counsel for the Florida Public Service Commission in Tallahassee where his responsibilities included conduct of rate cases, rulemaking, enforcement proceedings, and policy decision-making involved with policy issues regarding nuclear facility site cost recovery and renewable energy. From 2003 to 2006, he was the Director of Air Resource Management for the Florida Department of Environmental Protection. In this position, he managed the air quality program for the State of Florida, interacting with federal and local agencies and overseeing the development of state regulations involving clean air rules, permitting and enforcement matters.

Previously, Mr. Cooke was a shareholder at Carlton Fields, Tampa from 1997 to 2003 and a partner at Honigman Miller Schwartz and Cohn, Detroit and Tampa from 1992 to 1997. Prior to joining Honigman Miller, Mr. Cooke served as an environmental attorney in the Office of General Counsel, General Motors Corporation from 1985 to 1992.

Mr. Cooke earned his law degree from The Catholic University of America Law School (J.D., 1985), and graduated from George Mason University (M.S., 1977 and B.S, 1974). He was an Associate Editor of the *Catholic University Law Review* and published a Note, entitled, "An Evolving Model for Judicial Review of Environmental, Safety and Health Rulemaking: Small Refiners Lead Phase-Down Task Force v. EPA," 33 C.U.L.R. 1027 (1984). While earning his law degree, Mr. Cooke worked as an information policy and legislative specialist for the Department of Energy's Energy Information Administration.

He is a member of The Florida Bar and is Board Certified in State and Federal Government

and Administrative Practice. He also is a member of the Michigan Bar and is AV rated by Martindale-Hubbell.

PUBLICATIONS

- "Helping Electric Utilities Manage New Climate Change Issues and Concerns"

SPEAKING ENGAGEMENTS

- Florida Chamber's 26th Annual Growth Management, Energy, Climate Change and the Environment Short Course
- Florida Department of Environmental Protection Central District's 13th Annual Power Generation Conference

NEWS

- Ruden McClosky Shareholder Michael Cooke to Present at The Florida Department of Environmental Protection's Power Generation Conference 2009
- Ruden McClosky Announces New Utilities & Energy Practice Group
- Michael Cooke Joins Ruden McClosky, Leads Utilities & Energy Practice

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- INTERNATIONAL LAW
- PUBLIC FINANCE
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INDUSTRIES

- Banking, Finance and Mortgage Banking

EDUCATION

- J.D., Brooklyn Law School, 1973
- B.A., State University of New York, Buffalo, 1969

BAR ADMISSIONS

- Florida

MEMBERSHIPS

- American Bar Association
- Broward County Health Facilities Authority, Board Member
- National Association of Bond Lawyers

MICHAEL H. KRUL, SHAREHOLDER

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FAX: 954-333-4006

Mr. Krul joined Ruden McClosky in 1975 and has chaired the Firm's Corporate and Finance Department for more than 30 years. He has experience in all areas of the department including mergers and acquisitions, securities and municipal finance transactions.

During the first eight years of his practice -- initially with a large Wall Street firm and then with Ruden McClosky -- Mr. Krul focused on litigation, defending corporations in complex securities, antitrust or other business related lawsuits. This experience enabled him to develop substantial familiarity with state and federal securities, antitrust and other business regulatory laws. It also provided him with a unique perspective on how to minimize the risk of subsequent litigation in a business transaction and maximize the client's position should litigation ensue.

Mr. Krul has represented both buyers and sellers in a multitude of merger and acquisition transactions, including numerous deals in the $50-150 million range. Whether representing buyers or sellers, Mr. Krul's primary goal is to use his knowledge and experience to resolve the inevitable issues that arise in any transaction so that the parties can close the deal on mutually acceptable terms. He takes pride in being a "deal maker," not a "deal breaker."

Mr. Krul also has substantial experience in dealing with securities laws. He has represented issuers and underwriters in securities financings, including private placements and public offerings. In addition, he has advised clients on a host of other securities laws issues, such as stock option plans, insider trading issues, public company disclosure requirements, '34 Act reporting, Rule 144 resale requirements and broker-dealer regulatory issues. Prior to attending law school, Mr. Krul was employed by the New York Stock Exchange and, as an attorney, served for many years as an arbitrator for the National Association of Securities Dealers.

In the mid-1980s, Mr. Krul expanded his practice to include municipal finance. In that capacity, he has represented numerous governmental issuers and underwriters in tax-exempt bond issues. His municipal finance knowledge, coupled with his breadth of experience in private sector corporate and finance transactions, allows him to innovate and implement creative municipal finance transactions, including many public/private partnerships. Examples of these transactions include the first public schools in Florida financed with special assessment bonds pursuant to an agreement among the county, city, school board and developers; a synthetic lease transaction that generated government profits by shifting tax benefits to the private sector; and the drafting of specialized legislation to establish a privately controlled governmental entity with the power to develop and

finance stadiums, arenas and related structures.

Mr. Krul serves as the Co-Managing Director of the Firm. He is AV rated by Martindale-Hubbell and is recognized in *The Best Lawyers in America 2011.*

PUBLICATIONS

- Florida Entities' Annual Reports Due May 1
- WHY LLCS ARE THE ENTITY DU JOUR FOR SMALL BUSINESS OWNERS

NEWS

- Twenty-One Ruden McClosky Attorneys Named "Best Lawyers in America" 2011

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Addendum to the City Council Meeting Agenda ✓New Business __Old Business

Author: A. Craig Fletcher Council Meeting Date: May 17TH. 2011 9B-5)

Priority 2 of _____

Title: Indian River Boulevard six (6) lane widening.

Summary of your points for discussion: Does the City want to support or oppose the proposed widening of Indian river Boulevard?

All agenda Additions - Public need or issue addressed: N/A Traffic congestion on the existing street.

Statement of the proposed solution to the public need or issue: The question is, do we actually need to widen the street or do we believe the current conditions are acceptable.

New Business Only - Relevant City Charter, code references, legal: As the City representative to the Metropolitan Planning Organization, (M.P.O.) I need to have direction from the Coty Council as to what position to take during discussions at the upcoming meeting.

Backup - additional attached documentation includes: To be presented with the future Main Street plan. (will be in attendance)

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue: None required.

Addendum to the City Council Meeting Agenda

__ New Business ✓ Old Business

Author: A. Craig Fletcher

Council Meeting Date: March 17 2011

9B-6)

Priority ____ of _____

Title: Update of the work agreement for the new City Manager

Summary of your points for discussion: The council must set the various rates, (SALERY) etc. for the City Mgr.

All agenda Additions - Public need or issue addressed: Requirements for the City Manager

Statement of the proposed solution to the public need or issue: Setting of the benefits for the City Mgr. position

New Business Only - Relevant City Charter, code references, legal:

Backup - additional attached documentation includes: Reference the David Mekarski contract.

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue:

#3731

Employment Agreement Between The City of Vero Beach and David Mekarski

This Agreement made and entered into this 7th day of April, 2004, by and between the City of Vero Beach, Florida, a municipal corporation organized under the laws of the State of Florida, (hereinafter called "City") and David Mekarski, (hereinafter called "Manager") an individual who has education, training and experience in local government management and who is presently the Village Administrator of the Village of Matteson, Illinois,

Witnesses that for and in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, City and Manager agree as follows:

Section 1: Employment as City Manager

City agrees to employ David Mekarski as City Manager to perform the functions and duties specified in the Charter and Code of Ordinances of the City of Vero Beach for the Office of City Manager and to perform other legally permissible and proper duties and functions.

Section 2: Term

This agreement shall remain in full force in effect until terminated by the City or Manager as provided for by this agreement. The Manager shall be in the City of Vero Beach at his designated workstation in not less than 50 days from the date of execution of this agreement.

Section 3: Compensation

A. City agrees to pay Manager an annual base salary of $130,000 payable in bi-weekly installments.

B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City's compensation policies; specifically, the City agrees to increase the compensation each year by the minimum of the average cost of living adjustment granted to other City employees. Consideration shall be given on an annual basis to a merit increase over and above this amount.

Section 4: Health, Disability and Life Insurance Benefits

A. The City agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Manager

One of Six

INTERDEPARTMENTAL CORRESPONDENCE

To: David A. Mekarski, City Manager

From: Robert B. Anderson, Human Resources Director

Re: Request for information

Date: May 17, 2005

As per your request, your annual compensation, including benefits allowed in your contract, total $181,842.91. The breakdown is as follows:

Annual Salary :	133,445.00
Retirement (12% into 401)	16,013.40
Health Insurance: (family rate paid by City)	9,874.08
Life Insurance Premium:	530.64
Car Allowance:	3,600.00
Long Term Disability	416.04
Total	$163,879.04

Your annual compensation includes Sick, Annual, and Executive Leave. If you were not to use this time and were paid for a year's accruals, the values would be:

Executive Leave (3 days per year)	1,539.75
Sick Leave (12 days per year)	6,159.00
Annual Leave (20 days per year)	10,265.00
Total	$17,963.75

C: Charles P. Vitunac, City Attorney

and his dependents to the same extent that it pays for that coverage for the other Department Heads of the City.

B. The Manager may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Manager, the cost of which shall be paid by the City.

C. The City shall pay the amount of premium due for term life insurance in the amount of the Manager's annual base salary, including all increases in the base salary during the life of this agreement. The Manager shall name the beneficiary of the life insurance policy. The Manager shall have the option to double the life insurance, with the increase paid by the Manager.

D. Except as otherwise provided in this Agreement, the Manager shall be entitled to the highest level of benefits that are enjoyed by other Charter Officers or Department Heads of the City as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

Section 5: Vacation, Sick, and Military Leave

A. Upon commencing employment the Manager shall be credited with 10 sick days that may be used immediately, if necessary. No further accrual of sick days shall occur, however, until Manager has been employed long enough to have accrued the initial 10 sick days. From that point on Manager shall accrue sick days at the standard accrual rate provided by City.

B. Upon commencing employment Manager shall begin accruing vacation days at the rate of 20 days per year and shall continue accruing vacation at that rate until Manager has been employed long enough to earn vacation at a higher rate, as provided by the City's personnel rules.

C. The Manager shall annually be credited with three (3) days of executive leave.

Section 6: Automobile

The City agrees to pay to the Manager, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of $300 per month as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Manager shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The City shall reimburse the Manager at the approved City rates for any business use of the vehicle beyond the County boundary.

Section 7: Retirement

A. The City agrees to enroll the Manager into the applicable local retirement system pursuant to the City's retirement plan; or

B. City agrees to execute all necessary agreements provided by ICMA Retirement Corporation or other Section 457 deferred compensation plan for Manager's [continued] participation in said supplementary retirement plan, and, in addition to the base salary paid by the City to Manager, City agrees to pay an amount equal to 12% of Manager's base salary into the designated plan on the Manager's behalf, in equal proportionate amount each pay period. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Manager's retirement benefit.

Section 8: General Business Expenses

A. City agrees to budget for and to pay for professional dues and subscriptions of the Manager necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Manager's continued professional participation, growth, and advancement, and for the good of the City.

B. City agrees to budget for and to pay for travel and subsistence expenses of Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of Manager and to pursue necessary official functions for City, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Manager serves as a member.

C. City also agrees to budget for and to pay for travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary for the Manager's professional development and for the good of the City.

D. City recognizes that certain expenses of a non-personal but job related nature are incurred by Manager, and agrees to reimburse or to pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. The City shall provide Manager with a computer, software, fax/modem, cell phone and pager required for the Manager to perform the job and to maintain communication.

3 of 6

Section 9: Termination

For the purpose of this agreement, termination shall occur when:

A. The majority of the governing body votes to terminate the Manager at a duly authorized public meeting pursuant to the provisions of the Charter.

B. If the City, citizens or legislature acts to amend any provisions of law pertaining to the role, powers, duties, authority, responsibilities of the Manager's position that substantially changes the form of government, the Manager shall have the right to declare that such amendments constitute termination.

C. If the City reduces the base salary, compensation or any other financial benefit of the Manager in a greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

D. If the Manager resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the governing body that the Manager resign, then the Manager may declare a termination as of the date of the suggestion.

E. Breach of contract declared by either party with a 30-day cure period for either Manager or City.

Section 10: Severance

Severance shall be paid to the Manager when employment is terminated as defined in Section 9. If the Manager is terminated, the City shall provide a minimum severance payment equal to six months salary at the current rate of pay plus one an additional months salary for each year of Manager's service, up to a maximum of one year. This severance shall be paid in a lump sum unless otherwise agreed to by the City and the Manager. The Manager shall also be compensated for all accrued sick leave, vacation time, all paid holidays, and executive leave. If the Manager is terminated because of a conviction of a felony, or of a misdemeanor involving moral turpitude, then the City is not obligated to pay severance under this section.

Section 11: Resignation

In the event that the Manager voluntarily resigns from the City the Manager shall provide a minimum of 30-days notice unless the parties agree otherwise.

Section 12: Performance Evaluation

City may review the performance of the Manager annually in September in a format that shall be mutually agreed upon by the City and Manager.

4 of 6

Section 13: Hours of Work

It is recognized that the Manager must devote a great deal of time outside the normal office hours on business for the City, and to that end Manager shall be allowed to establish an appropriate work schedule.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Manager may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 15: Residence in City

Manager agrees to establish residence within the corporate boundaries of the City of Vero Beach, within six months of employment, and thereafter to maintain residence within the corporate boundaries of the local government

Section 16: Relocation Expenses

A relocation and moving allowance, to be paid on a reimbursement basis (receipts required) of a maximum of $20,000 is authorized. This allowance can be used for moving expenses, including packing, moving, storage costs, unpacking, and insurance charges. Additionally, this allocation may be used to reimburse the employee for actual lodging and meal expenses for his family in route from Illinois to the City of Vero Beach. Mileage costs for moving two automobiles shall be reimbursed at the current IRS allowable rate of 37.5 cents per mile. Additionally, this allocation may be used for the employee taking round-trips to and from his prior home in Illinois. This will include one trip for his family at any time during the first six months of this contract. All payments for relocation will be on the reimbursement basis with the presentation of receipts documenting all expenses that were paid, along with the certification that the expenses were properly incurred in connection with the relocation to the City of Vero Beach. In addition to the aforementioned sum of $20,000, the City agrees to pay for a maximum of six months for temporary living quarters for Manager, at a cost not to exceed $1,000.00 per month, which the City shall pay directly to Manager's landlord. The obligation to make this payment shall cease when Manager acquires permanent living quarters or at the end of six months, whichever is sooner.

5 of 6

Section 17: Bonding

City shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.

Section 18: Other Terms and Conditions of Employment

The City, only upon agreement with Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

Section 19: General Provisions

This agreement sets forth and establishes the entire understanding between the City and the Manager relating to the employment of the Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.

IN WITNESS WHEREOF, the City and the Manager have executed this agreement on the date first above written.

CITY OF VERO BEACH

By Thomas P. White
Mayor Thomas P. White

MANAGER

by
David Mekarski

ATTEST:

Sign: Tammy K. Vock
Print: Tammy K. Vock
Title: City Clerk

Addendum to the City Council Meeting Agenda

X__ New Business __Old Business

Author: Brian Heady **Council Meeting Date:** May 3, 2011 **Priority** ____ **of** _____

Title: Consideration of FPL offer

9B-7)

Summary of your points for discussion:
Discussion that took place at the May 2, 2011 meeting

All agenda Additions - Public need or issue addressed:

Statement of the proposed solution to the public need or issue:

New Business Only - Relevant City Charter, code references, legal:

Backup - additional attached documentation includes:
FPL Letter of Intent

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue:

FPL

Entered
City Clerk
Office

April 4, 2011

The Honorable Jay Kramer
Mayor, City of Vero Beach
P.O. Box 1389
Vero Beach, FL 32961-1389

Dear Mayor Kramer:

On behalf of Florida Power & Light Company, I am pleased to submit the attached Letter of Intent ("LOI") expressing FPL's interest in purchasing the City of Vero Beach electric utility system for a cash payment of up to $100 million.

FPL's offer, as outlined in the LOI, is based upon meeting two objectives: providing Vero Beach electric customers the same rates that FPL customers enjoy; and ensuring that existing FPL customers are not negatively affected by the transaction. The offer effectively accomplishes these purposes. Of course, the highlight of the offer, if accepted, is that going forward the **residents of Vero Beach will enjoy the same rates and programs that FPL customers enjoy**. A typical residential bill for FPL customers is currently the lowest of all 55 electric utilities in the state according to the February FMEA price survey.

The sale of the system to FPL under the terms of the LOI, as reflected in a mutually acceptable definitive agreement, would provide the City and its residents with important benefits that include the following:

i. Residents of Vero Beach will enjoy electric service at the same low rates that FPL customers receive, currently a 15 % discount over the City's rates;

- Based on current prices, City of Vero Beach electric utility customers would see a benefit of over $11 million in the first year alone, and more than $100 million in savings over time;

ii. Residents and businesses of Vero Beach will receive the benefits of FPL's industry leading energy efficiency programs, best in class customer service and exceptional power delivery reliability;

- FPL's reliability is the best in Florida and among the best in the nation
- FPL repeatedly has been recognized as a national leader in customer service
- FPL offers tremendous customer value and savings through industry-leading energy efficiency programs, a few of which are referenced below:
    i. FPL's On Call® program provides customers with additional discounts on electric service of up to $161 per year, and its current air conditioning replacement program offers up to $2100 in customer rebates

ii. FPL's Online Home Energy Survey allows customers to obtain a personalized, expert analysis of a home's energy use along with specific ways to save
iii. FPL's Business Energy Evaluation, a comprehensive professional, on-site review of a commercial facility's energy usage;
iv. Commercial customer rebate programs for the installation of high efficiency lighting, and advanced HVAC and refrigeration technologies;

iii. City of Vero Beach customers will receive electric service from one of the cleanest and most fuel-efficient electric utilities in the nation:
- FPL's investments in fuel-efficient generating plants and technology is a large reason why its customer bills are low today and why FPL will continue to provide long term benefits to customers even if fuel prices increase
- FPL's investments have saved customers nearly $3 billion in fuel costs since 2002; looking ahead, FPL estimates that these investments will save customers an additional $1 billion a year by 2014;

iv. The City of Vero Beach will receive a purchase price that includes:
- a cash payment in an amount up to $100 million, available for use by the City in its discretion, including for the defeasance of debt or other contractual obligations
- the assumption by FPL of certain liabilities that otherwise would be the City's responsibility;

v. Active City of Vero Beach electric utility employees will have the assurance of 2 years of employment, as well as access to employment opportunities with FPL, to allow for an orderly transition of operations and to minimize the impact for existing city employees;

vi. FPL will assume the City's pension liability for its electric utility employees;

vii. FPL will provide additional revenue streams in the form of property taxes to the City, and other entities operating within the area served by the City's electric utility, totaling more than $1.7 million and including more than $500,000 in support of the Indian River County school system;

viii. In addition to property taxes, the City will receive the following revenue streams from FPL:

- Franchise fee revenues from FPL, estimated in the range of $1.4 million annually
- Annual lease payments from FPL for the property on which generation assets are located;

ix. The City will retain ownership of the real property on which the generation assets are located and will be able to sell or use that property for other purposes when the generation assets are decommissioned; and

x. FPL will assume the City's future obligation for dismantlement of the generating assets.

We respectfully request that the LOI be presented to the City Council for approval and authorization for the city staff to enter into formal negotiation of an Agreement for Purchase and Sale which would then be presented to the City Council for final approval.

Personally, and on behalf of FPL, I want to thank you and your staff for the professional manner the city has displayed throughout the initial review and due diligence process. We look forward to working closely with you and your staff as we proceed with this transaction, and in establishing a beneficial and productive partnership with and for the City of Vero Beach and its customers.

Although you are very familiar with FPL, I am also including a set of materials that may be of interest to you and others as you consider making FPL your new provider of electric service. I am happy to supply you with additional copies at your request.

Sincerely,

Pam Rauch

Pam Rauch
Vice President
Corporate and External Affairs

Florida Power & Light Company

700 Universe Boulevard, Juno Beach, FL 33408

LETTER OF INTENT

This Letter of Intent is entered into as of April ___, 2011, between FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida ("***FPL***") and THE CITY OF VERO BEACH, a municipal corporation in, and organized under the laws of, the State of Florida ("***COVB***"). FPL and COVB are jointly referred to as the "***Parties***" and individually as a "***Party***".

This Letter of Intent is based on our current understanding of the matters set forth herein. It is not a complete statement of all terms and conditions of the Potential Transaction (as such term is defined below), but provides a basis for further discussions and negotiations between the Parties. Except as expressly set forth in Part II, Article 4 below, this Letter of Intent is not, and shall not be deemed or construed to be, legally binding on the Parties and nothing contained herein (except as set forth in said Part II, Article 4) shall impose, or shall be deemed or construed to impose, any obligations, duties, or liabilities on the part of either Party.

PART I

FPL and COVB are considering a potential transaction (the "***Potential Transaction***"), whereby FPL would purchase the electric utility assets of COVB located in Indian River County ("***Assets***").

The Parties understand that additional discussions and negotiations with respect to the Potential Transaction are required, and that neither Party is bound to proceed with the Potential Transaction unless and until mutually acceptable, definitive Purchase and Sale Agreement and related agreements and documents are negotiated, approved and executed (the "***Definitive Agreements***") and certain other conditions precedent as set forth in this Letter of Intent and the Definitive Agreements (including without limitation FPL senior management and board of director approvals) are satisfied. However, to facilitate further such discussions and negotiations, the Parties desire to set forth below the basic proposed terms of the Potential Transaction and their understandings with respect thereto:

A. Purchase Price. Based on the information available to date and subject to the conditions precedent set forth below and in the Definitive Agreements, FPL would acquire the Assets, free and clear of all liens and encumbrances at the closing of the Potential Transaction, for an amount not to exceed **$100 million** (the "***Purchase Price***"), subject to appropriate adjustments to be mutually agreed upon, including adjustment for accrued pension and other employee-related obligations associated with the Transferred Employees (as defined below) as of the date of the closing of the Potential Transaction. The Purchase Price would be paid in cash or in immediately available funds at such closing, subject to appropriate holdbacks.

B. Retail Electric Service. Subject to such approvals as may be required by the Florida Public Service Commission ("***FPSC***"), FPL would provide retail electric service to all customers (including COVB facilities) currently served by the COVB electric utility at FPL's then current FPSC approved retail rates and subject to FPL's approved electric tariff, all as may be revised from time to time under FPSC jurisdiction. COVB's adoption of a franchise ordinance on terms acceptable to FPL will be a condition precedent to the closing of the Potential Transaction.

C. Retention of Employees. FPL shall retain COVB electric utility employees whose services or work assignments are directly associated with the Assets and who are active employees on the closing date ("***Transferred Employees***") for two (2) years from the closing date on terms and conditions to be negotiated by the Parties.

D. Transfers to FPL. COVB shall provide to FPL the following:

i) assignment of all of COVB's rights and obligations, free of any and all liens and encumbrances, under the contracts related to the Assets;

ii) transfer of 100% ownership to all land, buildings fixtures and improvements providing marketable title to the real property related to the Assets (other than the real property on which COVB's power plant is located ("***Power Plant Real Property***")), including, but not limited to leases, easements and licenses, free of any and all liens and subject only to those encumbrances approved by FPL in its sole discretion, as well as transfer of 100% ownership to all personal property related to the Assets, free of any and all liens and encumbrances, including but not limited to COVB's power plant, transmission and distribution facilities, related buildings, equipment, interconnection facilities, switchyard facilities, telecommunication equipment and radios (including all licenses theefor), fuel inventories, fuel tanks, natural gas transportation, tools, spare parts and all other inventories f materials and supplies;

iii) transfer of all COVB electric utility accounting books and records, customer-related assets and Transferred Employees-related assets; and

iv) transfer of all permits, licenses, contracts, models, systems and rights thereunder associated with the forecasting, modeling, management and operation of the Assets.

E. Power Plant Real Property. COVB shall retain ownership of the Power Plant Real Property, and FPL shall lease such real property from COVB on terms acceptable to FPL. FPL shall determine, in its sole discretion, if and when the power plant is removed from service. Upon removal of the power plant from service, FPL shall be responsible for dismantling the power plant. Upon completion of such

dismantling, the lease shall terminate and use of such real property shall revert to COVB, which use shall be at the sole discretion of COVB. All costs of any environmental remediation of such real property (other than resulting from releases caused by FPL after the closing of the Potential Transaction) shall be the responsibility of COVB. A condition to the closing of the Potential Transaction shall be that the lease of the Power Plant Real Property to FPL is approved in accordance with the Charter of COVB.

F. Liabilities. COVB shall retain, and indemnify FPL from, all liabilities (including environmental liabilities) relating to the Assets and Transferred Employees arising from acts, omissions, events, conditions or circumstances occurring prior to the closing of the Potential Transaction.

G. Orlando Utilities Commission Agreement. As a condition to the closing of the Potential Transaction, COVB shall terminate the Agreement for Purchase and Sale of Electric Energy and Capacity, Gas Transportation Capacity and Asset Management Services Agreement between COVB and the Orlando Utilities Commission dated April 21, 2008. COVB shall be responsible for any payments owed to the Orlando Utilities Commission as a result of such termination.

H. Florida Municipal Power Agency Entitlements. As a condition to the closing of the Potential Transaction, COVB shall transfer to another FMPA member the rights to receive capacity and energy from the generation entitlements to the following contracts:

i) St. Lucie Project Power Sales Contract, by and between the Florida Municipal Power Agency and the COVB, dated June 1, 1982, as amended;

ii) St. Lucie Project Power Support Contract, by and between the Florida Municipal Power Agency and COVB, dated June 1, 1982, as amended;

iii) Stanton I Power Sales Contract, by and between the Florida Municipal Power Agency, and COVB, dated January 16, 1984;

iv) Stanton I Power Support Contract, by and between the Florida Municipal Power Agency, and COVB, dated January 16, 1984; and

v) Stanton II Power Sales and Project Support Contract, by and between the Florida Municipal Power Agency, and COVB, dated April 17, 1991.

FPL shall not be responsible for any payments or other liabilities related to such transfer.

I. Territorial Agreement. As a condition to the closing of the Potential Transaction, the Parties would jointly terminate the Territorial Boundary Agreement dated June 11, 1980, between FPL and COVB.

J. Pole Leases. COVB shall assign to FPL all of COVB's rights and obligations under agreements leasing, or providing rights to use, any portion of the Assets, including poles.

K. Separation of Assets. To the extent the Assets need to be separated from other COVB assets, such separation shall be at the cost of COVB.

PART II

ARTICLE 1. DUE DILIGENCE

Section 1.1 FPL shall have the right to evaluate the Potential Transaction through due diligence of COVB and the Assets, including but not be limited to review of information regarding:

(a) material litigation and claims, including matters threatened but not yet brought;

(b) defaults, or other issues limiting COVB's rights under the contractual assets;

(c) regulatory and governmental matters, including operational filings, Federal Energy Regulatory Commission ("***FERC***") and FPSC proceedings and reports to governmental agencies;

(d) tax matters;

(e) real property matters, including the marketability of title to all real property (and fixtures and other improvements thereon) owned or leased and assessment of title to other real property rights, including easements;

(f) environmental matters, including air, surface, groundwater and weather matters and the condition of the properties, assets, sites and surrounding property;

(g) operational documents/information regarding the assets, including documentation of electrical and steam output maintenance records and plans;

(h) security and safety plans;

(i) material contracts;

(j) instruments of indebtedness, including notes, loans, synthetic leases, guarantees, letters of credit, etc.; and

(k) labor and employment matters, including employee benefits and compensation,

employee claims and/or litigation, and grievances and/or arbitrations.

In conducting its due diligence, FPL's review would also include, but not be limited to, a review of the physical assets and risk management/insurance records related to the Assets and an environmental audit.

Section 1.2 FPL will use commercially reasonable efforts to complete its due diligence of COVB and the Assets by no later than July 1, 2011. COVB would make available all documents, reports, studies, contracts and other tangible or electronic items and information as may exist relating to the Assets, including the forecasting, modeling, management and operation of the Assets. COVB will make available to FPL all of COVB's certain employees, vendors, contractors and advisors engaged prior to or subsequent to the date of this Letter of Intent so that FPL's representatives may have reasonable access to information developed or retained by such employees, vendors, contractors and advisors in relation to the Assets and reasonable opportunity to discuss such information with such persons.

ARTICLE 2. CONDITIONS PRECEDENT

Section 2.1 COVB shall not be required to execute any Definitive Agreement unless the COVB's City Council approves, in its sole discretion, entering into the Definitive Agreements.

Section 2.2 FPL shall not be required to execute any Definitive Agreement unless FPL determines in its sole discretion that all of the following conditions have been satisfied:

(a) The due diligence described in Article 1 above has been completed and the results are satisfactory to FPL;

(b) FPL determines that it can receive all applicable regulatory approvals, including but not limited to approvals by the FPSC and any other state commissions, FERC, the Federal Trade Commission, and the Securities and Exchange Commission, and third party consents, in each case on terms and conditions acceptable to FPL; and

(c) FPL receives approval from its senior management and board of directors to enter into the Definitive Agreements.

Section 2.3 The Parties understand that the consummation of the Potential Transaction contemplated by this Letter of Intent shall be subject to the satisfaction of the conditions set forth in Section 2.1, the other conditions set forth in this Letter of Intent and the conditions to closing set forth in the Definitive Agreements.

ARTICLE 3. GOOD FAITH NEGOTIATIONS; EXCLUSIVITY

Section 3.1 Good Faith Negotiations. The Parties shall negotiate in good faith through July 1, 2011, unless this Letter of Intent is earlier terminated pursuant to Article 5 below (the "***Negotiation Period***"), to finalize and execute Definitive Agreements subject to the conditions set forth in this Letter of Intent.

Section 3.2 Exclusivity. In order to induce FPL to commit the resources necessary for the due diligence and evaluation of the Potential Transaction, COVB agrees that, during the Negotiation Period: (a) it will not, directly or indirectly, or through an official, employee, representative or by or through the use of any other conduit (including any other person or entity), offer to transfer (whether by asset sale or otherwise) the Assets or any portion thereof to (or offer to enter into any transaction contemplated by the Potential Transaction with) any person or entity, or request, solicit or otherwise encourage inquiries, proposals or offers from any person or entity but FPL with respect to the Assets or any portion thereof or any transaction contemplated by the Potential Transaction; and (b) it will not participate in any discussions or negotiations with, or furnish any non-public information to, any person or entity other than FPL regarding the transfer (whether by asset sale or otherwise) of the Assets or any portion thereof or any transaction contemplated by the Potential Transaction.

ARTICLE 4. EFFECT OF THIS LETTER OF INTENT

Section 4.1 This Letter of Intent:

(a) except as set forth in Section 4.2 below, does not constitute a legally binding agreement;

(b) does not constitute a legally binding offer or agreement to consummate the Potential Transactions or any other transaction or to enter into any Definitive Agreement;

(c) does not contain all of the material terms of the Potential Transactions; and

(d) except as set forth in Section 4.2 below, shall not constitute the basis for an agreement by estoppel or otherwise.

Section 4.2 Section 3.2, this Article 4 and Articles 5, 6, 7, 8, 9, 10, 11, 12 and 13 of this Letter of Intent constitute a legally binding agreement between the Parties, enforceable against each Party in accordance with their terms.

Section 4.3 Any actions taken by a Party or any other person in reliance on the non-binding terms expressed in this Letter of Intent or statements made (whether orally or in writing) during the negotiations between the Parties shall be at that Party's own risk, and neither this Letter of Intent (except as set forth in Section 4.2 above) nor any actions or statements (whether written or oral) made by a Party during the course of negotiation, due diligence and evaluation of the Potential Transactions shall be the basis for a contract by estoppel, implied contract or any other legal theory. Unless and until the Definitive Agreements have been duly authorized, executed and delivered by the Parties, no Party shall have any legal obligation, duty, or liability

to the other, expressed or implied, or arising in any other manner under this Letter of Intent, in the course of negotiations as contemplated by this Letter of Intent or in relation to any transaction contemplated by this Letter of Intent (except to the extent provided in Section 4.2 above). No binding commitment shall arise prior to then even if the Parties reach some understanding(s) or agreement(s) in principle.

ARTICLE 5. TERMINATION

Section 5.1 This Letter of Intent shall terminate on the earlier of: (i) execution of the Definitive Agreements, (ii) the expiration of the Negotiation Period, or (iii) written notice by FPL to COVB that FPL is not satisfied (in its sole discretion) with its due diligence.

Section 5.2 Except as expressly set forth in Part II, Article 4 above, upon termination of this Letter of Intent, the Parties shall have no further obligations, duties or liabilities hereunder; provided, however, that the terms and provisions set forth in Articles 4 through 13 shall survive the termination of this Letter of Intent.

ARTICLE 6. CONFIDENTIALITY

Section 6.1 This Letter of Intent (including the terms and conditions hereof and the fact that the Parties have entered into this Letter of Intent) and all information disclosed by a Party to the other under this Letter of Intent or during the negotiation of this Letter of Intent, any Definitive Agreement or the Potential Transaction ("***Confidential Information***") is confidential and may not be disclosed by a Party to a third party without the other Party's prior written consent, except that a Party may disclose Confidential Information to its financial, accounting, engineering and legal advisors who have a need to know such information and who agree to maintain its confidentiality. Confidential Information shall not include: (a) information which is or becomes publicly available; (b) information which is or becomes available on a non-confidential basis from a source which is not known to the receiving Party to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to the disclosing Party; (c) information which the receiving Party can demonstrate was legally in its possession prior to disclosure by the disclosing Party; or (d) information which is developed by or for the receiving Party independently of the disclosing Party's Confidential Information. Notwithstanding the foregoing, this Letter of Intent and any document submitted by a Party to the other under this Letter of Intent or during the negotiation of this Letter of Intent, any Definitive Agreement or the Potential Transaction (***"Confidential Document"***) may be a public record (as defined in Section 119.011, Florida Statutes) and may be open for inspection or copying by any person or entity unless such document is exempted under Section 119.071, Florida Statutes. During the term of this Letter of Intent, FPL may claim that some or all of the Confidential Documents is, or has been treated as, confidential and proprietary by FPL in accordance with Florida law, and is exempt from disclosure under Chapter 119, Florida Statutes. In the event that COVB is requested or required by legal or regulatory authority to disclose any Confidential Information, COVB shall within three (3) days notify FPL of such request or

requirement prior to disclosure so that FPL may seek an appropriate protective order and/or waive compliance with the terms of this Letter of Intent. To the extent reasonably possible, FPL shall endeavor to provide redacted versions of documents containing Confidential Information, upon request of COVB. The Party's obligation of nondisclosure of Confidential Information shall survive the expiration or termination of this Letter of Intent.

ARTICLE 7. COSTS AND EXPENSES

Section 7.1 Each party shall bear its own costs and expenses (including fees of counsel and outside advisors) in connection with the preparation, negotiation, execution and delivery of this Letter of Intent and any Definitive Agreement (whether or not the Potential Transaction is consummated).

ARTICLE 8. LIMITATION ON LIABILITY

Section 8.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES FOR ANY SPECIAL, INDIRECT, NON-COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY TYPE, INCLUDING LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR BUSINESS INTERRUPTIONS WHETHER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, WHETHER SOLE, JOINT OR CONCURRENT OR STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF THIS LETTER OF INTENT.

ARTICLE 9. NO THIRD-PARTY BENEFICIARIES

Section 9.1 This Letter of Intent is intended for the benefit of the Parties hereto and is not intended to and does not confer any benefit on any third parties.

ARTICLE 10. CHOICE OF LAW

Section 10.1 This Letter of Intent shall be governed by the laws of the State of Florida without regard to its conflicts of laws principles.

Section 10.2 IN ANY LITIGATION ARISING FROM OR RELATED TO THIS LETTER OF INTENT, THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LETTER OR INTENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS LETTER OF INTENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS

LETTER OF INTENT.

ARTICLE 11. ASSIGNMENT

Section 11.1 This Letter of Intent may not be assigned or transferred by either Party without the prior written consent of the other Party. Article 4 and the provisions set forth therein shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

ARTICLE 12. COUNTERPARTS

Section 12.1 This Letter of Intent may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

ARTICLE 13. ENTIRE AGREEMENT

Section 13.1 This Letter of Intent represents the entire agreement and understanding of the Parties regarding the subject matter hereof and supercedes all previous understandings, written or oral. It is the expectation of the Parties that this Letter will be superceded in its entirety by any Definitive Agreement executed by the Parties.

[***signature page follows***]

IN WITNESS WHEREOF, the Parties have caused this Letter of Intent to be executed by their duly authorized representatives on the first date written above.

FLORIDA POWER & LIGHT COMPANY

By: _____
Name: SAM A. FORREST
Title: VICE PRESIDENT

LEGAL
AL

ATTEST:

_____
Tammy K. Vock
City Clerk

(City Seal)

Approved as to form and legal sufficiency:

_____
Wayne R. Coment
Acting City Attorney

Approved as to technical requirements:

_____

CITY OF VERO BEACH, FLORIDA

_____
Jay Kramer
Mayor

Approved as conforming to municipal policy:

_____
Monte K. Falls
Interim City Manager

Approved as to technical requirements:

_____

Addendum to the City Council Meeting Agenda

X_ New Business __Old Business

Author: Brian Heady

Council Meeting Date: May 3, 2011

Priority ____ of 9B-8)

Title: Request for staff presentations on any errors in any electric utility presentation to City Council by an individual or group

Summary of your points for discussion:

If there have been any errors made in Dr. Faherty's/Glen Herran's presentations or any other documents he would like to see them and discuss them.

All agenda Additions - Public need or issue addressed:

Statement of the proposed solution to the public need or issue:

New Business Only - Relevant City Charter, code references, legal:

Backup - additional attached documentation includes:

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue:

Addendum to the City Council Meeting Agenda

X New Business ___Old Business

Author: Brian Heady **Council Meeting Date:** May 3, 2011 **Priority** ____ **of** _____

Title: Discussion on City Manager position

9B-9)

Summary of your points for discussion:

All agenda Additions - Public need or issue addressed:

Statement of the proposed solution to the public need or issue:

New Business Only - Relevant City Charter, code references, legal:

Backup - additional attached documentation includes:

Special Call City Council meeting agenda for April 28, 2011

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue:

SPECIAL CALL CITY COUNCIL MEETING
THURSDAY, APRIL 28, 2011 9:30 A.M.
CITY HALL, COUNCIL CHAMBERS, VERO BEACH, FLORIDA

A G E N D A

1. CALL TO ORDER

A. Roll Call
B. Pledge of Allegiance

2. PUBLIC COMMENT

3. DISCUSS APPLICANTS INTERVIEWED FOR CITY MANAGER POSITION

A) Richard Brown
B) Kevin Sullivan
C) Steven Crowell
D) Kenneth Griffin
E) James O'Connor

4. ADJOURNMENT

Council Meetings will be televised on Channel 13 and replayed.

This is a Public Meeting. Should any interested party seek to appeal any decision made by Council with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings and that, for such purpose he may need to ensure that a record of the proceedings is made which record includes the testimony and evidence upon which the appeal will be based. Anyone who needs a special accommodation for this meeting may contact the City's Americans with Disabilities Act (ADA) Coordinator at 978-4920 at least 48 hours in advance of the meeting.

Addendum to the City Council Meeting Agenda

X New Business __Old Business

Author: Brian Heady **Council Meeting Date:** May 17, 2011 **Priority** ____ **of** _____

Title: Charter Officers, existing conditions of employment

9B-10)

Summary of your points for discussion: Report and discussion

All agenda Additions - Public need or issue addressed: A discussion in the public eye concerning Charter Officers existing conditions of employment.

Statement of the proposed solution to the public need or issue: To be determined

New Business Only - Relevant City Charter, code references, legal: Code Article III. Charter Officers

Backup - additional attached documentation includes: Vero Beach Code Article III. Charter Officers.

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue: N/A

federal) on beach restoration that involves the direct or indirect placement of sand on the beach except in the amount necessary to protect life or property during storms or other natural disaster.
(Res. No. 89-19, 3-15-1989)

ARTICLE III. CHARTER OFFICERS

Section 3.01. Designation.

The city manager, city clerk, and city attorney are designated Charter officers.

Section 3.02. Appointment.

The Charter officers shall be appointed by the council and shall serve at the pleasure of the council subject to the provisions of section 3.03 of this article.

Section 3.03. Removal.

To remove a Charter officer, the council shall adopt a preliminary resolution stating reasons for the intended removal and shall offer the Charter officer an opportunity for a public hearing before the council on the matters raised by the resolution. This preliminary resolution may also suspend the Charter officer from duty immediately with pay. The Charter officer must accept the offer of a public hearing or file a written response within ten days of the adoption of the preliminary resolution or the resolution becomes final at the expiration of this ten-day period and the Charter officer is terminated on that date. If the public hearing is requested it shall be held not earlier than 20 days nor later than 30 days after the adoption of the preliminary resolution. After any such public hearing, or after consideration of any written response, the council shall adopt a final resolution of removal or let the preliminary resolution lapse.

Section 3.04. City manager—Powers and duties.

The city manager when necessary shall appoint, suspend, demote, or dismiss any city employee under his jurisdiction in accordance with law and the personnel rules, and may authorize any department head to exercise these powers with respect to subordinates in that department. The city manager shall direct and supervise the administration of all departments of the city except the offices of city clerk and city attorney and shall attend all council meetings unless excused by council and shall have the right to take part in discussions, but not vote. He shall see that all laws, Charter provisions, ordinances, resolutions, and other acts of the council subject to enforcement by him are faithfully executed, and he shall act as the city's director of emergency management with all of the authority of that position either granted by the city's emergency management plan, the city council, state law, city or county ordinance. The city manager shall also prepare and submit the annual budget, budget message, and capital program to the council, and shall keep the council fully advised as to the financial condition and future needs of the city, and shall make such recommendations to the council

this Charter, all ordinances, resolutions, and other city documents and shall perform such other duties as required by law or by the council. The city clerk shall be the supervisor of elections for the city. The city clerk when necessary shall appoint, suspend, demote, or dismiss

concerning the affairs of the city as he deems desirable. The city manager shall designate a qualified city employee to exercise the powers and perform the duties of city manager during any temporary absence or disability of the city manager. The council may revoke such designation at any time and appoint another eligible person, other than a currently sitting councilmember, to serve as acting city manager.
(Ord. No. 2003-10, § 4, 4-1-2003; Ord. No. 2005-14, § 2, 11-29-2005)

Section 3.05. City clerk—Powers and duties.

The city clerk shall give notice of all city meetings to the councilmembers and the public as required by law and shall attend all such meetings in person or by designee and shall keep minutes of the proceedings. The city clerk shall authenticate by signature and be custodian of this Charter, all ordinances, resolutions, and other city documents and shall perform such other duties as required by law or by the council. The city clerk shall be the supervisor of elections for the city. The city clerk when necessary shall appoint, suspend, demote, or dismiss any employee in the office of the city clerk in accordance with law and the personnel rules of the city. The city clerk shall prepare annual budgets for the operation of the office of the city clerk and the city council and shall submit these budgets to the city manager for inclusion in the annual city budget in accordance with uniform city procedures.
(Ord. No. 2003-10, § 4, 4-1-2003)

Section 3.06. City attorney—Powers and duties.

The city attorney shall be a member of the Florida Bar and shall be the legal advisor to the City of Vero Beach. The city attorney or his designee shall attend all city council meetings and perform such professional duties as may be required of him by law or by the council. The city attorney when necessary shall appoint, suspend, demote, or dismiss any employee in the office of the city attorney in accordance with law and the personnel rules of the city. The city attorney shall prepare an annual budget for the operation of the office of the city attorney and shall submit this budget to the city manager for inclusion in the annual city budget in accordance with uniform city procedures.

ARTICLE IV. ELECTIONS*

Section 4.01. Electors.

Any person who is a resident of the city, who has qualified as an elector of this state, and who registers in the manner prescribed by law shall be an elector of the city.

Section 4.02. Nonpartisan elections.

All elections for the office of city councilmember shall be conducted on a nonpartisan basis without any designation of political party affiliation.
(Ord. No. 2003-10, § 4, 4-1-2003)

***State law reference**—Florida Election Code, F.S. chs. 97—106.

Section 4.06. City canvassing board.

The city canvassing board shall be composed of the Charter officers and the city attorney shall act as chairman. At the close of the polls of any city election, or as soon thereafter as practicable, the board shall meet at a place and time designated by the chairman and shall proceed to publicly canvass the absentee electors' ballots and then publicly canvass the vote as

Addendum to the City Council Meeting Agenda

X New Business __Old Business

Author: Brian Heady **Council Meeting Date:** May 17, 2011 **Priority** ____ **of** _____

9B-11)

Title: Discussion of Response from advisory Commissions

Summary of your points for discussion: Report and discussion

All agenda Additions - Public need or issue addressed: A discussion in the public eye concerning the response form advisory Commissions.

Statement of the proposed solution to the public need or issue: To be determined

New Business Only - Relevant City Charter, code references, legal: N/A

Backup - additional attached documentation includes: Letters of response from Commissions

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue: N/A

City of Vero Beach
1053 - 20th PLACE - P.O. BOX 1389
VERO BEACH, FLORIDA 32961-1389
Telephone: (561) 978-4700 Fax: (561) 978-4790

OFFICE OF THE
CITY COUNCIL

April 12, 2011

Finance Commission Members
Vero Beach Finance Commission
City Of Vero Beach

Dear Financial Advisors,

As you are all aware we have a Letter of Intent from FPL. I know the Sunshine Law prevents members from discussing matters outside a noticed meeting. I am not looking for a board decision but rather individual members individual thoughts on the Letter of Intent. (See attached copy.)

Do you think all important issues are addressed?
If no what was missing?
Do you have any comment on any of the points?
If approved what would you see as acceptable uses of any proceeds?
Do you have any different considerations not addressed? (Please identify such considerations.)
Can you give me your thoughts on each point?
Will you identify any shortcoming in any of the offers for each point listed?
Do you have any thoughts on valuation?
Do you know any accepted formulas for establishing value? (Please include such formulas)
Do you disagree with any of the presentations on the electric utility given to City Council by members of the public or staff? (Be specific.)

Thank you in advance for your consideration and answers to my questions.

Sincerely,

Brian T. Heady, Councilman

City of Vero Beach
1053 - 20th PLACE - P.O. BOX 1389
VERO BEACH, FLORIDA 32961-1389
Telephone: (561) 978-4700 Fax: (561) 978-4790

OFFICE OF THE
CITY COUNCIL

April 12, 2011

Utilities Commission Members
Vero Beach Utilities Commission
City Of Vero Beach

Dear Utility Advisors,

As you are all aware we have a Letter of Intent from FPL. I know the Sunshine Law prevents members from discussing matters outside a noticed meeting. I am not looking for a board decision but rather individual members individual thoughts on the Letter of Intent. (See attached copy.)

Do you think all important issues are addressed?
If no what was missing?
Do you have any comment on any of the points?
If approved what would you see as acceptable uses of any proceeds?
Do you have any different considerations not addressed? (Please identify such considerations.)
Can you give me your thoughts on each point?
Will you identify any shortcoming in any of the offers for each point listed?
Do you have any thoughts on valuation?
Do you know any accepted formulas for establishing value? (Please include such formulas)
Do you disagree with any of the presentations on the electric utility given to City Council by members of the public or staff? (Be specific.)
Have you any experience in the sale of an electric utility? (If yes give details.)

Thank you in advance for your consideration and answers to my questions.

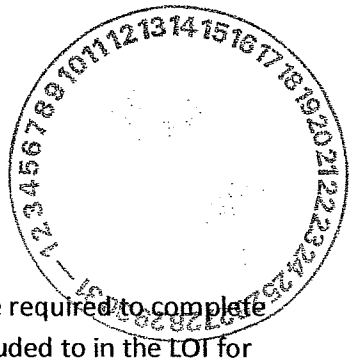
Sincerely,

Brian T. Heady, Councilman

Finance Commiss.
Utilities Commissi

April 25, 2011

Mr. Brian T. Heady
Councilman



This is in response to your letter of April 12 soliciting thoughts on FPL's LOI.

- **Important Points/Comments**
  - The consultant engaged by the COVB stated that 132 days were required to complete the analysis of the electrical enterprise; thus the time frame alluded to in the LOI for completion of negotiations with FPL seems unrealistic.
  - The LOI stipulates on a macro level which assets and staff would be included; as important are those which would be excluded, including IT systems.
- **Contracts**
  - Clearly, major issues and concerns are the Orlando contract and then COVB partial ownership in other facilities:
    - What are COVB obligations (penalties) under these contracts?
    - Is ownership transferrable?
    - Are the penalties the same in year one as in future years?
    - What is FPL's position?
- **Operations**
  - Since COVB's transmission and distribution systems are in a confined area, with a significant portion underground , the maintenance expenses (travel, response time, and, importantly, outage duration) reduce risk because of less exposure to the elements.
- **Personnel**
  - As noted in attachment I, COVB liabilities extend beyond pensions; including post retirement benefits (carry over vacations, sick days, and health/life insurance).
  - Since FPL is committing in the LOI to a two year guarantee of employment, COVB employees who accept such positions have continuous service and therefore should be incorporated into and governed by FPL's plans and policies.
  - Employees who refuse to accept employment with FPL should be considered as resigning voluntarily from COVB.
  - Employees who become redundant as a result of a potential sale would be covered by the Personnel policies and plans of COVB.

Public Utilities Commission

My experience was dealing with the State of New York PSC when working for New York Telephone. The PSC was rigorous , intrusive, pro active, and demanding in overseeing myriad aspects

of operations, service performance, rates and especially involved in any mergers or acquisitions; indeed any and all required extensive hearings and testimony.

What is the role of the Florida PUC in this proposed transaction?

- **Use of Proceeds**

Government Bonds/Notes (AAA/AA Rated) ; CDs , laddered

Consider diverse conservative portfolio in concert with COVB investment advisors.

Evaluate / liquidate assets not acquired by FPL; for example, buildings, garages, inventory, equipment, vehicles, et al.

Review COVB projects/initiatives which would produce a positive cash flow or expense reduction; e.g., outsource operations to the private sector which are more cost effective (landscaping, refuse collection/frequency)/ and, or are less labor intensive (mechanizing trash pick up).

- **Valuation/establishing value**

Quantification of cash flow / reserves rate of return (COVB vs. FPL) projected earnings on investment for FPL (recognizing interest rates are at a modern year low), presumably would be the province of the consultant who could calculate the Net Present Value of the Electrical Enterprise . NPV (attachment 2 is the equation) is a measure of how much value is added or created by the investment.

The problem is critical variables in the NPV equation are unknown; specifically:

FPL applied discount rate

FPL rate of return

FPL investment time line

Another, more simplistic, but better grasped concept (which ignores the time value of money), is the pay back period; simply this is the number of years to gain from the original investment.

- **Comments**

I understand within seven years, that some or all of the over sixty percent utility customers of the COVB electrical enterprise who are in the county have an "opt-out" option, further limiting the cash flow into to the COVB budget.

Without such resources the impact on COVB will be either a substantial increase in utility costs or taxes.

Clearly, Vero Beach as a community can and will be robust; however, with a declining permanent population, revenue base and property values it cannot continue to provide extensive and elaborate city services year round. The "bottom line", is what basis did FPL calculate the "up to $100M" offer? Was it:

- NPV
- Pay back period
- Eager for COVB to sell
- Stock holder's return

Regards,

Peter E. Gorry
772-567-8830

Cc: Vero Beach Utilities Commission
Financial Commission
Council

Attachment 1

April 12, 2011

Mayor, City Council Members,

I received in the mail, this week, notification of my appointment to the Financial Commission; perhaps this is my initial contribution.

As was discussed at the City Council meeting of April 5, myriad references were made regarding the FPL Letter of Intent and Cover letter; and the Council was eliciting questions and issues which could be provided to FPL prior to the April 19th meeting.

Attached is a thumb-nail outline of some of the issues raised by the FPL document as well as my thoughts on negotiations and my resume.

Regards,

Peter E. Gorry
10 Sea Gull Ave
Vero Beach, FL 32960
772-567-8830

Attachment

Attachment 1

FPL Cover letter

Paragraph 3

i "...COVB...customers would see a benefit of over $11m in the first year alone..."

-
- **60% of the customers are in the county. What would COVB's share actually be?**

iv "The assumption by FPL of certain localities..."

- **Not specifically identified, what are they?**

v "Active COVB electrical utility employees will have assurance of 2 years of employment..."

- **Under labor law, if COVB employees are co-mingled under common management with existing FPL employees who are unionized, COVB employees are accreted (merged) into the FPL contracts. What is FPL's intention re union contracts and accretion?**

vi "FPL will assume the City's pension liability for it's electric utility employees

- **Does this include the underfunding?**
- **Would COVB employee management, union and non-union be placed in FPL health, insurance, post retirement plans? If not, how would current underfunded liabilities in COVB plans be covered?**
- **How would accrued vacation, sick days and severance be handled?**

vii "... additional revenue streams ... property taxes ... totaling $1.7m ..."

- **Again, 60% of customers are in the County**

viii "Annual lease payments ..."

- **Not quantified, what are they?**

NEGOTIATIONS

- Where to be held?
- Expenses payment? (e.g. travel, living arrangements, etc.)
- Typically, in acquisitions, there are multiple teams involved in due diligence, and during negotiations; for example"
  - Human Resources
  - Financial

- Technical
- Operations
- Legal
- Statutory

Further, the COVB's electric enterprise obviously has contracts and ownership with other entities and firms which will require separate negotiations based upon the Terms and Conditions included in such agreements – some of which FPL may choose to continue. In addition, it is critical for the COVB to identify and quantify those assets and liabilities FPL would not acquire.

Another set of problems are stranded (abandoned) assets and liabilities as a result of the deal. These could include facilities FPL does not need (e.g., inventories, office equipment/furnishings, customer service, facilities and billing, IT programs & contracts, warehousing, motor vehicle fleet, maintenance shops and garages, et al.)

In a corporate environment, the Board of Directors (City Council & Mayor) would provide the executive level (COVB City Manager & directors) with the bargaining strategy including guidelines and parameters which would maximize share holder return (COVB taxpayers).

Note: my resume describes my experience in mergers, acquisitions and divestiture in my career at AT&T which included leading / managing questions, issues and negotiations cited above.

Finally, the Council must determine in developing its negotiation strategy what is an acceptable offer and outcome for the Electrical System. For example, in the negotiation process there is either a reactive response or a proactive response and outcome. That is, FPL has in the LOI outlined its demands/offer; in response, my preference would be that the COVB aggressively stipulate our demands to FPL and requirement for an agreement.

Attachment 2

Formula:

$$\text{NPV} = (\text{Less initial cost}) \text{ plus } (\text{Income minus expenses}) \quad 1 \text{ minus } \frac{1}{1 \text{ plus discount rate per years}}$$

April 18, 2011

Entered
APR 2011
City Clerk's
Office

Subject: FPL Letter of Intent & Possible Offer

From: Bob Blumstein

To: City Council Members
Utilities Commission Members
Finance Commission Members
City Manager
Electric Utility Manager

Attached is a list of the questions I believe must be answered as part of the due diligence that needs to be preformed by and under the direction of COVB City Council. The current contract with GAI Corporation will answer some of these questions and provide data to assist in evaluating others. Although the staff and commissions are qualified, ready and willing to assist the final responsibility and decision on all of this rests with the City Council.

Several people have put forward estimates of both the cost and benefits of a sale. The best of these is a wild guess. They all use assumptions that are flawed or false and leave important numbers out of the equation The fact that some are done with computer models is only proof of the adage "garbage in garbage out". None of these represent facts or due diligence. Let us do the due diligence and get to the facts and not be swayed by rhetoric. The facts, I am sure will give the obvious answer soon if properly pursued.

I have also sent a list of items I would like to have clarified in the FPL letter of intent to Monty Fall.

Regards and Good Luck to All on These Maters

Bob Blumstein

COVB QUESTIONS THAT COVB MUST ANSWER AS PART OF ITS DUE DILIGENCE ON FPL LETTER OF INTENT AND EXPECTED OFFER

FMPA, St. Lucie & Stanton I & II Contracts and Entitlements

* What are our continuing obligations?
* What will it take and cost to close out those COVB obligations?
* Are time restraints involved (such as 5 year notice etc.)?
* Do any of these have value? Can they be marketed to others in any way?
* Can they be negotiated all or in part into the FPL agreement? FPL might be especially interested in St. Lucie since it is their plant

Orlando Contracts and Entitlements

* What are our continuing obligations?
* What will it take and cost to close out those COVB obligations?
* Are time restraints involved (such as 5 year notice eyc.)?
* Do any of these have value? Can they be marketed to others in any way?
* Can they be negotiated all or in part into the FPL agreement?

How will COVB personnel costs be affected?

* Can it be reduced because Electric no longer needs support?
* Will it have to be increased because Utility no longer assists other departments such as street lighting and traffic signal maintenance?
* What about billing and collection?

Will a Referendum Be Required or Desired?

Employees

* What continuing obligations will we have?
* Are Seniority and bumping rights and unions involved, to what extent and cost?

Land Leases

- How much will we charge for leases and how long do we project FPL to use? Do we want to impose a minimum time?
- We need an environmental survey completed prior to the lease start.

Taxes

- What taxing and fee authority will COVB and the County have after COVB is out of the electric business?
- What taxes will the CVOB council impose at the same time deal is closed. This decision must be made before not after the closing and a good estimate be made of the proceeds to be expected.
- The above should be closely coordinated with the County.
- We need to get a good estimate of the real estate tax proceeds involved.
- Impact and permit fees will have to be separated and their effect quantified.

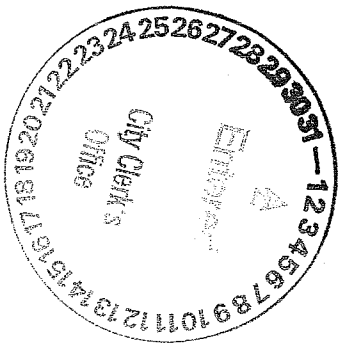
Debt

- Proceeds from the sale must first be used to pay down the electric utility debt including any obligations to employees.
- To use the proceeds for investment income ignores the fact that we have to pay interest and service charges and also for the last several years have only received less than 2% COVB investments. In the long run COVB will lose not gain income from this scheme.
- Let us clear this deal out then if debt is desired let it be undertaken on its own merits.

Other Items to Be Considered

- Holdbacks must be minimized at the time of closing.
- Mandatory arbitration clauses should be avoided. In arbitration cases the little guy almost always loses, CVOB has experience in these cases.
- How are Shore's and County's assets to be separated and sold. Who owns what?
- What is included in "up to 100 million" and what is to be counted separately?
- What are accrued adjustments; does this include existing employee obligations (over 11 million)?

City of Vero Beach
Mr. Brian T. Heady, Councilman
P.O. Box 1389
Vero Beach, FL 32961



May 2, 2011

Dear Councilman Heady;

As a newly appointed member of the Finance Commission, I would like to preface my responses to your questions by saying: I was appointed to the Commission on April 5, 2011 and have not met with or spoken with any fellow Commission members or attend any Commission meetings. Consequently, having not had the privilege of previous detailed information or discussions, to respond to each of your questions would be to do so with limited information and I do not believe that would serve you well. However, I offer you my following thoughts and comments on the issue.

I have reviewed the; Letter of Intent, Ms. Pam Rauch's letter of April 4, 2011, the City of Vero Beach's budget and staff correspondence. I read with interest Mr. Blumstein's memo of April 18, 2011 and found merit in many of his concerns.

Looking at the Letter of Intent, I found paragraphs "F, G, H and K" referenced certain cost or penalties that would be the responsibility of the City's. Also there were several references to the selling price that were ambiguous; such as "an amount up to $100 million.." and "an amount not to exceed $100 million.."

Knowing if the decision is to move forward with the sell, all of these issues and many more will be addressed in-depth in additional documents; I continued to be troubled by what I see as the biggest issue. Should the City of Vero Beach sell the electrical utility system? What are the advantages and what are the disadvantages.

The 2010-11 budget indicates, the Electric Fund will generate $88,472,500 in Revenue and only spend $69,459,268 for Operating Expense and $6,727,066 for Debt Service. That leaves a profit of $12,286,166. Of that $5,598,350 is transferred to the General Fund. As you know, the Ad Valorem Taxes only generate $4,166,960 of the total $20,221,313 General Fund Budget. Currently, the Electric Fund is contributing over 27% to the General Fund Budget. Then the question becomes where do you make up the difference; Increase revenue (taxes) and/or reduce expenditures (cut services)? Even annexing additional property into the City would not necessarily provide additional "net revenue".

Noah M. Powers III 400 18th St. # L-8 Vero Beach, FL 32960 (850) 294-4801

I realize decisions cannot be made until sufficient information is available. However, with all of the information available now, it may be appropriate to bring together a local team such as a "Focus Group". Charge them with the responsibility of collectively working with all the information provide by FP&L and the staff to develop a business plan. The function of the business plan will be to address all of the issues as they relate to each other, not looking at any single issue in a vacuum. Then determine the sustainability of the electrical utility system as a City owned business or as a business that needs to be sold.

If the decision is to sell the electrical utility system to FP&L, then the myriad of other concerns can be address directly i.e.; what to do with the proceeds of the sell, how to resolve employee liabilities issues, what City liabilities exist and how to resolve them, etc.

If the decision is not to sell the electrical utility system, then it would be a good time to revisit the mission of the department and look at; internal operations and accountability, improving service, providing better customer service and revisiting the rate structure.

Thank you for the opportunity to provide my thoughts on the subject. I look forward to working with you and the other members of the City Council as we meet new challenges.

Sincerely,

Noah M. Powers III

cc: Vero Beach City Council Members
City Manager
Finance Commission Members
Utilities Commission Members

Noah M. Powers III 400 18th St. # L-8 Vero Beach, FL 32960 (850) 294-4801

To: Councilman Brian Heady

From: Commission member Herb Whittall

Subject: Your letter dated 12 April, 2011

1. All the important issues were mentioned, but I would not say addressed. The matter of the contract with OUC and the matter of Stanton and St. Lucie Nuclear were mentioned, yet their cost/value is of great weight as to whether this offer is viable or not.
2. Dr Faherty about three years ago told me the city could sell the power plant and make about $20 million. Now he says it is a $20 million liability. I have asked him why this $40 million change, but he has not answered me.
3. From R.B. Sloan I have heard that utility sales recently have gone for about $6,000 per customer. I understand we have over 30,000 customers. If so the valuation by FP&L is too low and should be closer to $200 million or more depending on 1 above.
4. FP&L is lower on the first 1,000 kWh per month, but are very similar to Vero Beach electric costs for any usage above 1,000 kWh. According to John Lee the estimate for electric usage is 1 kWh per square foot under air-conditioning. The average usage for Vero Beach customers is just over 1,000 kWh per month. However probably half the customers use closer to 2,000 kWh per month and so the savings listed are high. The City Government itself would save little as I suppose it would be considered one customer. This needs to be worked out with FP&L.
5. Is FP&L going to introduce the "Smart grid"? This would mean a different rate structure (lower rates late at night and sometimes during the day for residential customers) and new meters and training for their customers.
6. They talk about their excellent reliability, but it is not as good as Vero Beach Electric. Are they going to build a Maintenance Facility in Indian River County? It will be needed to meet Vero Beach reliability that our customers are used to.
7. How long will they be using our power plant and leasing the land.
8. I have no experience is the sale of a utility

Herb Whittall

Request to be on agenda of the 17th of may

TO: Monte Falls
City Manager

Matters By The Public

Received
MAY 2011
City Mgr.'s Offi

2C-1)

RE: IRC Firefighters 8th Annual Chili Cookoff Fundraiser

DATE: November 12, 2011
NOON - 9 pm

- Under the OAKS
- would request Beer allowed at the event. Beer would be kept in an area within the park (I will provide a detailed map).
- I Have spoken with management from museum of Art & Riverside Theater and we will work closly together to make this a fun family event.
- Our last venue coordinator will be happy to speak on our behalf if needed. (Chuck & Karen mechling)

Thanks, David Dangerfield 473-6940

2D-6)

City Council Agenda Item
Meeting of May 17, 2011

TO: Mayor Jay Kramer
Vice Mayor Pilar Turner
Councilmember Brian Heady
Councilmember Craig Fletcher
Councilmember Tracy Carroll

FROM: Monte K. Falls, P.E. - Interim City Manager MFalls 5/9

DATE: May 9, 2011

SUBJECT: **Public Sidewalk Access Easement Deed between Columbian Club of Vero Beach, Inc., and the City of Vero Beach**

REQUESTED BY: Public Works Department

The following is requested as it relates to the above-referenced agenda item:

✓ Request Council review and approval based on the attached supporting documentation.

____ Request Council review and possible action.

____ No action required. (Information only)

CITY OF VERO BEACH
AGENDA ROUTING SLIP

Date: 5/09/2011

For City Council Meeting on 5/17/2011

Originated by:
(Check one)

- ☐ City Council, motion adopted on: _____
- ☐ Council Member _____
- ☐ City Manager
- ☐ City Attorney
- ☐ City Clerk
- ☒ Public Works Department

Person to Contact: David Gay
Telephone Number: 4804

Brief Description: Acceptance of Conveyance Deed of Easement

Route for Signature to:
(Fill in Departments which should review this item.)

			Initial/Date
1.	City Attorney	Dept.	URC 5/9/11
2.	Public Works	Dept.	5/9/11
3.		Dept.	
4.		Dept.	
5.		Dept.	
6.		Dept.	
7.		Dept.	
8.	City Manager	Dept.	MKF 5/9

Return Completed Agenda Item and Slip to (check one):

- ☐ City Attorney's Office
- ☒ City Manager's Office

cc: Tammy K. Vock, City Clerk

N:\CityAtny\STI\Client Docs\City Atty\Forms\2.Agenda.Routing.Sheet.nov.04-epm.doc

Prepared by and return to:
Office of the City Attorney
P.O. Box 1389
Vero Beach, FL 32961-1389

PUBLIC SIDEWALK ACCESS EASEMENT DEED
(2011-EG-0088)

THIS INDENTURE made and entered into this _____ day of _____ 2011, by and between COLUMBIAN CLUB OF VERO BEACH, INC., Florida non profit corporation (the "Grantor"), whose mailing address is 2025 20th Avenue, Vero Beach, FL 32960, and the CITY OF VERO BEACH, a Florida municipal corporation (the "Grantee"), whose mailing address is P.O. Box 1389, Vero Beach, FL 32961-1389:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

WITNESSETH:

That Grantor is the owner in fee simple of that certain real property (the "Property") lying, situate and being in Indian River County, Florida and more particularly described in

Warranty Deed as recorded in Official Record Book 2391, Page 408, of the Public Records of Indian River County, Florida, Parcel ID #33-39-01-00041-0000-00005.0.

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Grantee, its successor and assigns, a non-exclusive easement in perpetuity for pedestrian access over a public sidewalk located along 19th Place, which easement is more particularly described in Exhibit "A" (the "Easement Premises"), attached hereto and incorporated herein by reference, and which easement shall run with and be a burden upon the Property.

The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant this easement.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Indenture to be executed in its name as of the day and year first herein written.

GRANTOR (COLUMBIAN CLUB OF VERO BEACH, INC., a Florida non profit corporation):

WITNESS:

Sign: _____
Print: Carol A. Gerow

Sign: _____
Print: Don Johnson
Title: President

Sign: _____ [SEAL]
Print: CATHERINE P. MCKENZIE

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 6th day of May, 2011, by Don Johnson, as President of Columbian Club of Vero Beach, Inc., a Florida non profit corporation, as Grantor. He is **[circle one] personally known to me OR produced [describe ID shown]** Driver License (Fl) **as identification**, and **[circle one] did OR did not** take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large
My Commission No:
My Commission Expires:

CAROL A. GEROW
MY COMMISSION # DD 782532
EXPIRES: June 26, 2012
Bonded Thru Notary Public Underwriters

WITNESS:

Sign: _____ Sign: _____
Print: CATHERINE P. MCKENZIE Print: Jim Capito
Title: Recording Secretary

Sign: _____ [SEAL]
Print: Carol Gerow

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 9th day of MAY, 2011, by Jim Capito, as Recording Secretary of Columbian Club of Vero Beach, Inc., a Florida non profit corporation, as Grantor. He is **[circle one] personally known to me OR produced [describe ID shown]** Driver License (FL) **as identification**, and **[circle one] did OR did not** take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large
My Commission No.
My Commission Expires:

CAROL A. GEROW
MY COMMISSION # DD 762532
EXPIRES: June 26, 2012
Bonded Thru Notary Public Underwriters

ACCEPTANCE OF CONVEYANCE

The foregoing conveyance is hereby accepted by the City of Vero Beach, Florida, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance.

ATTEST:

CITY OF VERO BEACH

Tammy K. Vock
City Clerk

Jay Kramer
Mayor

[CITY SEAL]

Date: _____

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing Acceptance of Conveyance was acknowledged before me this _____ day of _____, 2011 by Jay Kramer, as Mayor, and attested by Tammy K. Vock, as City Clerk, of the City of Vero Beach, Florida. They are both known to me and did not take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large
My Commission No.: _____
My Commission Expires:

Approved as to form and legal sufficiency:

Wayne R. Coment
Acting City Attorney

Approved as conforming to municipal policy:

Monte K. Falls
Interim City Manager

Approved as to technical requirements:

David R. Gay
Chief Surveyor

EXHIBIT "A"
PROPERTY DESCRIPTION
PUBLIC SIDEWALK EASEMENT #2011-EG-0087
KING'S SUBDIVISION
PARCEL #33-39-01-00041-0000-00005.0

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Lots 7 and 8 of King's Subdivision as Recorded in Plat Book 4, Page 9, of the Public Records of St. Lucie County, Florida; now Indian River County, Florida and being more particularly bounded and described as follows:

Beginning at the Northwest corner of said Lot 8;

Thence North 90°00'00" East along the South right-of-way line of 19th Place for a distance of 83.09 feet;

Thence South 00°00'00" West for a distance of 0.50 feet;

Thence South 45°00'00" West for a distance of 3.54 feet;

Thence South 90°00'00" West for a distance of 59.91 feet;

Thence South 67°51'01" West for a distance of 6.68 feet;

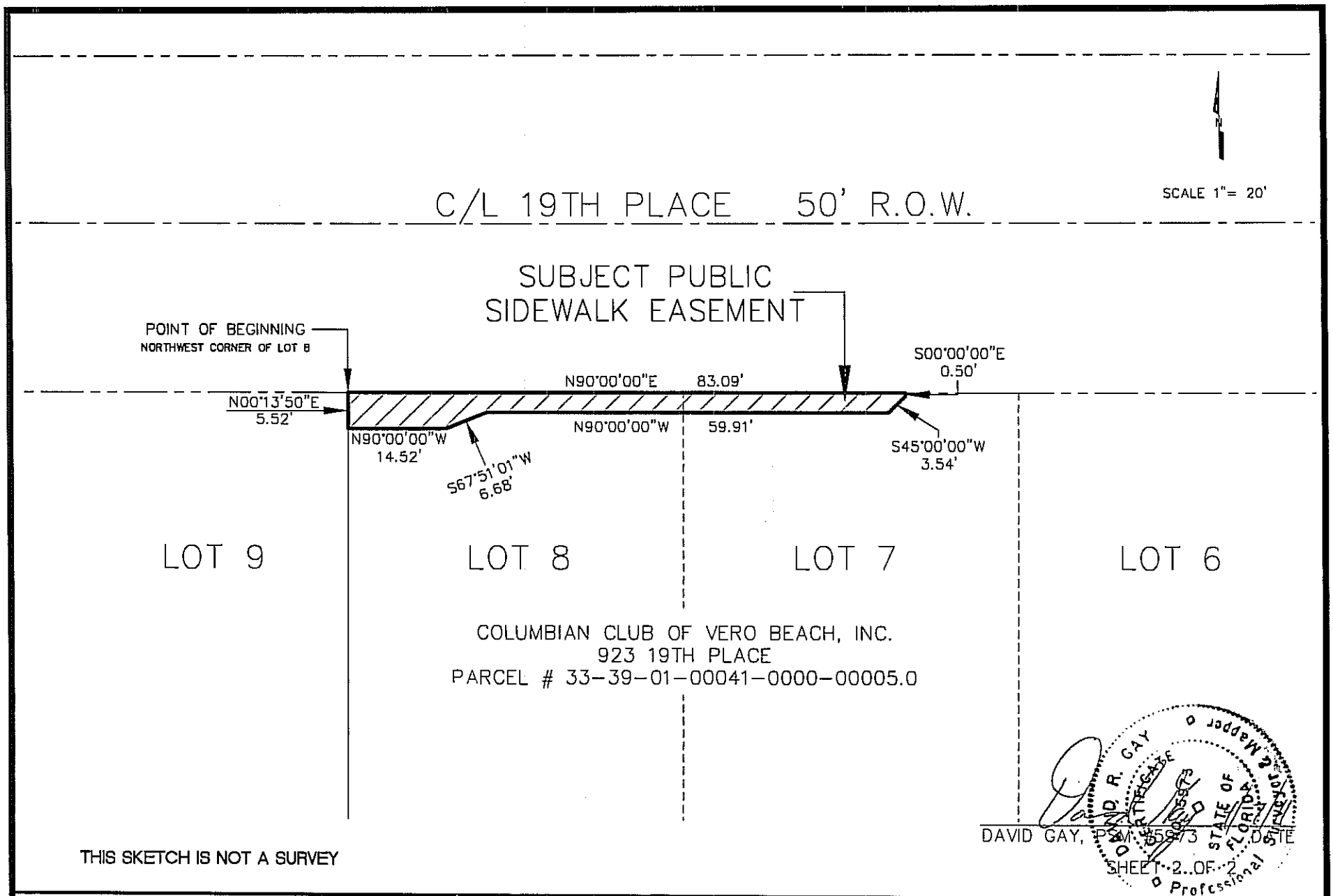
Thence South 90°00'00" West for a distance of 14.52 feet;

Thence North 00°13'50" East for a distance of 5.52 feet to the Point of Beginning;

Containing 290 square feet more or less.

David R. Gay, PSM #5973

S:\Property Descriptions\2011\2011-EG-0088_Columbian Club of VB_Apr 7 2011.doc



THIS SKETCH IS NOT A SURVEY

CITY OF VERO BEACH	SKETCH OF PROPERTY DESCRIPTION	EXHIBIT "A"			REV. NO.	AUTHRZD.BY
DEPARTMENT OF PUBLIC WORKS	PUBLIC SIDEWALK EASEMENT	CITY PROJECT NO. 2011-EG-088			DRWN.BY	DATE
SURVEY DIVISION	LOTS 7 AND 8, KINGS SUBDIVISION	DATE 04/2011	DRWN BY BMM	CHKD BY DG	DESCRIPTION	

2D-7)

City Council Agenda Item
Meeting of May 17, 2011

TO: Mayor Jay Kramer
Vice Mayor Pilar Turner
Councilmember Brian Heady
Councilmember Craig Fletcher
Councilmember Tracy Carroll

FROM: Monte K. Falls, P.E. - Interim City Manager M Falls 5/10

DATE: May 10, 2011

SUBJECT: **Change Order No. 5 and Final Payment Request from Ranger Construction Industries, Inc., Contract No.: Rehabilitate Runway 11L/29R Including Taxiway F and Connectors and Lighting (FDOT No. 416303-1-94-01)**

REQUESTED BY: Airport Director

The following is requested as it relates to the above-referenced agenda item:

✓ Request Council review and approval based on the attached supporting documentation.

____ Request Council review and possible action.

____ No action required. (Information only)

CITY OF VERO BEACH
AGENDA ROUTING SLIP

Date: May 6, 2011

RECEIVED
MAY 6 2011
CITY ATTORNEY'S OFFICE

For City Council Meeting on May 17, 2011

Originated by:
(Check one)

- ☐ City Council, motion adopted on: _____
- ☐ Council Member _____
- ☐ City Manager
- ☐ City Attorney
- ☐ City Clerk
- ☑ Airport Department

Person to Contact: Ericson W. Menger, Airport Director

Telephone Number: 978-4930

Change Order No. 5 and Final Payment Request to Ranger Construction Industries, Inc., and the City Of Vero Beach: Rehabilitate Runway 11L/29R Including Taxiway F and Connectors and Lighting

Route for Signature to:				**Initial/Date**
	1.	Airport	Dept.	M 5/5/11
	2.	City Attorney	Dept.	WRC 5/9/11
(Fill in Departments which should review this item.)	3.	City Manager	Dept.	MF 5/10/11
	4.		Dept.	
	5.		Dept.	
	6.		Dept.	
	7.		Dept.	
	8.		Dept.	

Return Completed Agenda Item and Slip to (check one):

- ☐ City Attorney's Office
- ☐ City Manager's Office
- ☒ Airport (Please return 5 copies of Change Order # 5)

cc: Tammy K. Vock, City Clerk

MEMORANDUM

TO: Monte K. Falls, Interim City Manager

FROM: Ericson W. Menger, Airport Director

DATE: May 5, 2011

SUBJECT: **CHANGE ORDER NO. 5 AND FINAL PAYMENT REQUEST FROM RANGER CONSTRUCTION INDUSTRIES, INC., CONTRACT NO.; REHABILITATE RUNWAY 11L/29R INCLUDING TAXIWAY F AND CONNECTORS AND LIGHTING (FDOT NO. 416303-1-94-01)**

Attached for your review and approval are five (5) copies of Change Order No. 5 dated April 20, 2011, and the Final Application and Certification for Payment from Ranger Construction Industries, Inc., with a Construction Summary Report from Wilbur Smith Associates, the project engineer. This final Change Order is a decrease to the contract with Ranger Construction of $17,492.21 due to reconciliation of final construction quantities.

BACKGROUND

Budget: This project was originally approved by City Council as part of the FY2005 City Budget. The Florida Department of Transportation funded $2.6M of this $3M project through State grants which were accepted by City Council in 2008 and 2009, with the $400,000 balance funded by the Airport Enterprise Fund.

Project: After bids were reviewed, the project was awarded to Ranger Construction Industries, Inc. at the April 6, 2010, City Council meeting in the amount of $1,938,527.82. Several change orders were approved by the City based on recommendations from staff, bringing the final contract amount awarded to Ranger Construction Industries, Inc. to $2,403,461.82. A list of these change orders is attached (Exhibit A).

Final quantities were $17,492.21 less than expected, bringing the final project cost to $2,385,969.61.

Overall project expenditures were as follows:

Approved Budget:	$ 3,000,000.00
Construction (Ranger Construction)	$(2,385,969.61) << if final payment approved
Engineering/Administration:	$(430,590.64)
Miscellaneous:	$ (38,738.00)
Total Expenditures:	$(2,855,298.25)
Under Budget:	$ 144,701.75

The final amount due Ranger, including retainage and less previous payments, is $238,596.96. **The project is complete, the work has been inspected by staff and FDOT, and all of the invoices submitted by Ranger Construction Industries, Inc., have been thoroughly reviewed and certified by engineer Wilbur Smith Associates and airport staff.**

RECOMMENDATION

I respectfully request that this item be included on the May 17, 2011, City Council agenda for consideration. I recommend approval of Change Order 5 and payment of the final invoice to Ranger Construction Industries, Inc., in the amount of **$238,596.96**.

EWM:drg
Attachments

cc: Airport Commission Members (via email or US mail)
Steve Maillet, Finance Director (via email)
Joyce Vonada, City Manager's Office (via email)
Carol Shoaf, Contract Administrator, Purchasing (via email)
Wes Teel, Wilbur Smith Associates (via email)

CHANGE ORDER -5 (FINAL)

OWNER: Vero Beach Municipal Airport
OWNER'S ADDRESS: P.O. Box 1389 Vero Beach , Florida 32961-1389
CHANGE ORDER NO.: Final **PROJECT NO.:** FDOT FM No.: 416303-1-94-01 / COVB Bid No. 440-09/CSS
CONTRACTOR: Ranger Construction Industries, Inc.
ADDRESS OF CONTRACTOR: 4510 Glades Cut-Off Road
CONTRACT DESCRIPTION: Rehabilitate Runway 11L/29R Including Taxiway F and Connectors
CONTRACT DATE: May 6, 2010

NO WORK COVERED BY THIS CHANGE ORDER MAY PROCEED UNTIL CONTRACTOR IS IN RECEIPT OF A COPY FULLY EXECUTED BY THE CONTRACTOR, THE OWNER AND THE ENGINEER. IF CONTRACTOR IS IN AGREEMENT WITH THIS CHANGE, HE SHOULD EXECUTE ALL COPIES AND RETURN ALL COPIES TO THE AIRPORT DIRECTOR WITHIN SEVEN (7) CALENDAR DAYS. THIS CHANGE WILL INCREASE OR DECREASE THE CONTRACT AMOUNT AND TIME TO COMPLETE BY THE AMOUNT SHOWN BELOW. THE GENERAL, SUPPLEMENTARY AND OTHER CONDITIONS OF THE CONTRACT SHALL APPLY TO THIS CHANGE ORDER UNLESS EXPRESSLY MODIFIED BY THIS CHANGE ORDER.

DESCRIPTION OF CHANGE:

SEE ATTACHED EXHIBITS A, B AND C

ADJUSTED CALENDAR DAYS CONTRACT TIME

ORIGINAL:	135
TO DATE:	45
THIS C.O.:	
TOTAL:	180
ORIGINAL DATE/COMPL.	10/14/2010
REVISED DATE/COMPL.	11/28/2010

ORIGINAL TOTAL CONTRACT PRICE	$ 1,938,527.82
APPROVED ADDITIONS TO CONTRACT TO DATE	$ 464,934.00
APPROVED DELETIONS TO CONTRACT TO DATE	$ 0.00
AMOUNT OF THIS CHANGE ORDER: ADD ____ DELETE X	$ -17,492.21
REVISED TOTAL CONTRACT PRICE	$ 2,385,969.61

PERCENTAGE THIS CHANGE OF CONTRACT PRICE : -0.73%

CONTRACTOR ACKNOWLEDGES, BY ITS EXECUTION AND ACCEPTANCE OF THIS CHANGE ORDER, THAT THE ADJUSTMENTS IN CONTRACT PRICE AND TIME SHOWN HEREON CONSTITUTE FULL AND COMPLETE COMPENSATION AND SATISFACTION FOR ALL COSTS AND MODIFICATIONS OF PERFORMANCE TIME INCURRED BY THE CONTRACTOR AS A RESULT OF THIS CHANGE ORDER. NO OTHER CLAIM FOR INCREASED COST OF PERFORMANCE OR MODIFICATIONS OF TIME WILL BE GRANTED BY THE OWNER FOR THE WORK COVERED BY THIS CHANGE ORDER. THE CONTRACTOR HEREBY WAIVES AND RELEASES ANY FURTHER CLAIMS FOR COST OR TIME AGAINST THE OWNER ARISING FROM OR RELATING TO THE MATTERS OR WORK SET FORTH OR CONTEMPLATED BY THIS CHANGE ORDER.

CONTRACTOR'S ACCEPTANCE: **DATE:** 4/20/11

ATTEST: **BY:**

TITLE: Project Manager

RECOMMENDED FOR APPROVAL: **DATE:** 3/28/2011

FOR WILBUR SMITH ASSOCIATES:

APPROVED: City of Vero Beach, Florida

BY: Airport Director **DATE:** 4/20/11

BY: Mayor **DATE:**

APPROVED: Florida Department of Transportation

BY: Nicole Not Aviation Coordinator **DATE:** 4/26/11

CITY OF VERO BEACH	APPROVED	DATE
City Manager	MK	5/10/11
City Attorney	WM	5/9/11
City Clerk		
Utilities		
Public Works		
Finance		
Human Resources		
Planning		

EXHIBIT A

ITEM CHANGE NO.	BID ITEM NO.	DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	SCHEDULED VALUE	FINAL QUANTITIES		QUANTITY DIFFERENCE	VALUE OF WORK COMPLETED				PERCENT OF WORK COMPLETE	VARIANCE (-COST UNDERRUN) (+COST OVERRUN)
BID SCHEDULE A - CIVIL															
1	P-101-1	Mobilization	1.00	LS	$ 88,400.00	$ 88,400.00	1.00			$ 88,400.00	$ -	$ -	$ 88,400.00	100.00%	$ -
2	P-104-1	Erosion Control & Pollution Abatement	1.00	LS	$ 4,060.00	$ 4,060.00	1.00			$ 4,060.00	$ -	$ -	$ 4,060.00	100.00%	$ -
3	P-152-1	Unclassified Excavation	3,947.00	SY	$ 1.30	$ 5,131.10	3,947.00			$ 5,131.10	$ -	$ -	$ 5,131.10	100.00%	$ -
4	P-152-2	Embankment In-Place	3,563.00	SY	$ 1.45	$ 5,166.35	3,563.00			$ 5,166.35	$ -	$ -	$ 5,166.35	100.00%	$ -
5	P-157-1	Pavement Removal	3,563.00	SY	$ 0.70	$ 2,494.10	7,313.00		(3,750.00)	$ 5,119.10	$ -	$ -	$ 5,119.10	205.25%	(2,625.00)
6	P-210-1	Cold In-Place Recycled Bituminous Base Course (6")	41,000.00	SY	$ 3.25	$ 133,250.00	41,000.00			$ 133,250.00	$ -	$ -	$ 133,250.00	100.00%	$ -
7	P-210-2	Emulsified Asphalt	82,000.00	GAL	$ 2.33	$ 191,060.00	81,990.64		9.36	$ 191,038.19	$ -	$ -	$ 191,038.19	99.99%	$ 21.81
8	P-211-1	Limerock Base Course - 6" Thick	3,947.00	SY	$ 6.75	$ 26,642.25	4,117.00		(170.00)	$ 27,789.75	$ -	$ -	$ 27,789.75	104.31%	(1,147.50)
9	P-401-1	Bituminous Surface Course (2")	6,110.00	TN	$ 88.20	$ 538,902.00	6,087.36		22.64	$ 536,905.15	$ -	$ -	$ 536,905.15	99.63%	$ 1,996.85
10	P-620-1	Runway and Taxiway Painting - With Reflective Media	12,250.00	SF	$ 0.30	$ 3,675.00	12,250.00			$ 3,675.00	$ -	$ -	$ 3,675.00	100.00%	$ -
11	P-620-2	Black Runway and Taxiway Painting - Without Reflective	15,600.00	SF	$ 0.25	$ 3,900.00	15,600.00			$ 3,900.00	$ -	$ -	$ 3,900.00	100.00%	$ -
12	P-626-1	Slurry Seal (Crack Relief, 3/4")	12,125.00	SY	$ 3.85	$ 46,681.25	11,450.00		675.00	$ 44,082.50	$ -	$ -	$ 44,082.50	94.43%	$ 2,598.75
13	D-701-1	23"x14" ERCP, Class V, Under Pavement	48.00	LF	$ 41.70	$ 2,001.60	48.00			$ 2,001.60	$ -	$ -	$ 2,001.60	100.00%	$ -
14	D-701-2	24" RCP, Class V, Under Pavement	88.00	LF	$ 59.05	$ 5,196.40	88.00			$ 5,196.40	$ -	$ -	$ 5,196.40	100.00%	$ -
15	D-701-3	30" RCP, Class V, Under Pavement	104.00	LF	$ 73.85	$ 7,680.40	104.00			$ 7,680.40	$ -	$ -	$ 7,680.40	100.00%	$ -
16	D-701-4	42" RCP, Double Pipe, Class V, Under Pavement	256.00	LF	$ 133.00	$ 34,048.00	256.00			$ 34,048.00	$ -	$ -	$ 34,048.00	100.00%	$ -
17	D-701-5	48" RCP, Class V, Under Pavement	88.00	LF	$ 161.00	$ 14,168.00	88.00			$ 14,168.00	$ -	$ -	$ 14,168.00	100.00%	$ -
18	D-701-6	Remove Existing 23"x14" ERCP, Under Pavement	48.00	LF	$ 20.20	$ 969.60	48.00			$ 969.60	$ -	$ -	$ 969.60	100.00%	$ -
19	D-701-7	Remove Existing 24" RCP, Under Pavement	88.00	LF	$ 20.20	$ 1,777.60	88.00			$ 1,777.60	$ -	$ -	$ 1,777.60	100.00%	$ -
20	D-701-8	Remove Existing 30" RCP, Under Pavement	104.00	LF	$ 20.20	$ 2,100.80	104.00			$ 2,100.80	$ -	$ -	$ 2,100.80	100.00%	$ -
21	D-701-9	Remove Existing 42" RCP, Double Pipe, Under Pavement	256.00	LF	$ 20.20	$ 5,171.20	256.00			$ 5,171.20	$ -	$ -	$ 5,171.20	100.00%	$ -
22	D-701-10	Remove Existing 48" RCP, Under Pavement	88.00	LF	$ 20.20	$ 1,777.60	88.00			$ 1,777.60	$ -	$ -	$ 1,777.60	100.00%	$ -
23	T-904-1	Sodding	22,000.00	SY	$ 1.45	$ 31,900.00	22,000.00			$ 31,900.00	$ -	$ -	$ 31,900.00	100.00%	$ -
	SUBTOTAL BID SCHEDULE A - CIVIL					**$ 1,156,153.25**				**$ 1,155,308.34**	**$ -**	**$ -**	**$ 1,155,308.34**	**99.93%**	**$ 844.91**
ADDITIVE ALTERNATE A-1 - CIVIL															
24	P-101-1	Mobilization	1.00	LS	$ 2,510.00	$ 2,510.00	1.00			$ 2,510.00	$ -	$ -	$ 2,510.00	100.00%	$ -
25	D-701-11	23"x14" ECRP, Class V, In Turf	120.00	LF	$ 42.75	$ 5,130.00	120.00			$ 5,130.00	$ -	$ -	$ 5,130.00	100.00%	$ -
26	D-701-12	24" RCP, Class V, In Turf	216.00	LF	$ 54.60	$ 11,793.60	216.00			$ 11,793.60	$ -	$ -	$ 11,793.60	100.00%	$ -
27	D-701-13	30" RCP, Class V, In Turf	280.00	LF	$ 67.45	$ 18,886.00	280.00			$ 18,886.00	$ -	$ -	$ 18,886.00	100.00%	$ -
28	D-701-14	36" RCP, Class V, In Turf	96.00	LF	$ 88.45	$ 8,491.20	96.00			$ 8,491.20	$ -	$ -	$ 8,491.20	100.00%	$ -
29	D-701-15	42" RCP, Double Pipe, Class V, In Turf	392.00	LF	$ 107.00	$ 41,944.00	392.00			$ 41,944.00	$ -	$ -	$ 41,944.00	100.00%	$ -
30	D-701-16	48" RCP, Class V, In Turf	144.00	LF	$ 127.00	$ 18,288.00	144.00			$ 18,288.00	$ -	$ -	$ 18,288.00	100.00%	$ -
31	D-701-17	Remove Existing 23"x14" ERCP, In Turf	120.00	LF	$ 15.20	$ 1,824.00	120.00			$ 1,824.00	$ -	$ -	$ 1,824.00	100.00%	$ -
32	D-701-18	Remove Existing 24" RCP, In Turf	216.00	LF	$ 15.20	$ 3,283.20	216.00			$ 3,283.20	$ -	$ -	$ 3,283.20	100.00%	$ -
33	D-701-19	Remove Existing 30" RCP, In Turf	280.00	LF	$ 15.20	$ 4,256.00	280.00			$ 4,256.00	$ -	$ -	$ 4,256.00	100.00%	$ -
34	D-701-20	Remove Existing 42" RCP, Double Pipe, In Turf	392.00	LF	$ 15.20	$ 5,958.40	392.00			$ 5,958.40	$ -	$ -	$ 5,958.40	100.00%	$ -
35	D-701-21	Remove Existing 48" RCP, In Turf	144.00	LF	$ 15.20	$ 2,188.80	144.00			$ 2,188.80	$ -	$ -	$ 2,188.80	100.00%	$ -
36	D-751-1	Ditch Bottom Inlet Type C	2.00	EA	$ 1,660.00	$ 3,320.00	2.00			$ 3,320.00	$ -	$ -	$ 3,320.00	100.00%	$ -
37	D-751-2	Ditch Bottom Inlet Type D	2.00	EA	$ 2,040.00	$ 4,080.00	2.00			$ 4,080.00	$ -	$ -	$ 4,080.00	100.00%	$ -
38	D-751-3	Ditch Bottom Inlet Type H	2.00	EA	$ 4,040.00	$ 8,080.00	2.00			$ 8,080.00	$ -	$ -	$ 8,080.00	100.00%	$ -
39	D-751-4	Remove Existing Inlet Structure (S-1)	1.00	EA	$ 400.00	$ 400.00	1.00			$ 400.00	$ -	$ -	$ 400.00	100.00%	$ -
40	D-751-5	Remove Existing Inlet Structure (S-2)	1.00	EA	$ 377.00	$ 377.00	1.00			$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -
41	D-751-6	Remove Existing Inlet Structure (S-3)	1.00	EA	$ 377.00	$ 377.00	1.00			$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -
42	D-751-7	Remove Existing Inlet Structure (S-4)	1.00	EA	$ 377.00	$ 377.00	1.00			$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -
43	D-751-8	Remove Existing Inlet Structure (S-6)	1.00	EA	$ 377.00	$ 377.00	1.00			$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -
44	D-751-9	Remove Existing Inlet Structure (S-7)	1.00	EA	$ 377.00	$ 377.00	1.00			$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -
45	D-752-1	Concrete Endwall, 24" RCP	1.00	EA	$ 1,410.00	$ 1,410.00	1.00			$ 1,410.00	$ -	$ -	$ 1,410.00	100.00%	$ -
46	D-752-2	Concrete Endwall, 36" RCP	1.00	EA	$ 3,980.00	$ 3,980.00	1.00			$ 3,980.00	$ -	$ -	$ 3,980.00	100.00%	$ -
47	D-752-3	Concrete Endwall, 42" RCP, Double Pipe	1.00	EA	$ 6,170.00	$ 6,170.00	1.00			$ 6,170.00	$ -	$ -	$ 6,170.00	100.00%	$ -
48	D-752-4	Connect to Existing Concrete Endwall, 42" RCP, Double Pipe	1.00	EA	$ 1,640.00	$ 1,640.00	0.00		1.00	$ -	$ -	$ -	$ -	0.00%	$ 1,640.00
49	D-752-5	Remove Existing Concrete Endwall Structure (S-5)	1.00	EA	$ 377.00	$ 377.00	1.00			$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -
50	D-752-6	Remove Existing Concrete Endwall Structure (S-8)	1.00	EA	$ 377.00	$ 377.00	1.00			$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -
51	D-752-7	Remove Existing Concrete Endwall Structure (S-9)	1.00	EA	$ 377.00	$ 377.00	1.00			$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -
	SUBTOTAL ADDITIVE ALTERNATE A-1 - CIVIL					**$ 156,649.20**				**$ 155,009.20**	**$ -**	**$ -**	**$ 155,009.20**	**98.95%**	**$ 1,640.00**
ADDITIVE ALTERNATE A-3 - CIVIL															

EXHIBIT A

ITEM CHANGE NO.	BID ITEM NO.	DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	SCHEDULED VALUE	FINAL QUANTITIES		QUANTITY DIFFERENCE	VALUE OF WORK COMPLETED				PERCENT OF WORK COMPLETE	VARIANCE (-COST UNDERRUN) (+COST OVERRUN)
BID SCHEDULE A - CIVIL															
1	P-101-1	Mobilization	1.00	LS	$ 88,400.00	$ 88,400.00	1.00			$ 88,400.00	$ -	$ -	$ 88,400.00	100.00%	$ -
2	P-104-1	Erosion Control & Pollution Abatement	1.00	LS	$ 4,060.00	$ 4,060.00	1.00			$ 4,060.00	$ -	$ -	$ 4,060.00	100.00%	$ -
3	P-152-1	Unclassified Excavation	3,947.00	SY	$ 1.30	$ 5,131.10	3,947.00			$ 5,131.10	$ -	$ -	$ 5,131.10	100.00%	$ -
4	P-152-2	Embankment In-Place	3,563.00	SY	$ 1.45	$ 5,166.35	3,563.00			$ 5,166.35	$ -	$ -	$ 5,166.35	100.00%	$ -
52	P-101-1	Mobilization	1.00	LS	$ 0.01	$ 0.01	1.00			$ 0.01	$ -	$ -	$ 0.01	100.00%	$ -
53	FDOT-160-1	Type B Stabilization (LBR 40) - Offsite Material Source	24,300.00	SY	$ 2.30	$ 55,890.00	24,300.00			$ 55,890.00	$ -	$ -	$ 55,890.00	100.00%	$ -
54	T-904-1	Sodding	24,300.00	SY	$ 0.95	$ 23,085.00	37,750.00		(13,450.00)	$ 35,862.50	$ -	$ -	$ 35,862.50	155.35%	(12,777.50)
	SUBTOTAL ADDITIVE ALTERNATE A-3 - CIVIL					**$ 78,975.01**				**$ 91,752.51**	**$ -**	**$ -**	**$ 91,752.51**	**116.18%**	**$ (12,777.50)**
ADDITIVE ALTERNATE A-4 - CIVIL															
55	P-101-1	Mobilization	1.00	LS	$ 0.01	$ 0.01	1.00			$ 0.01	$ -	$ -	$ 0.01	100.00%	$ -
56	P-620-1	Runway and Taxiway Painting - With Reflective Media	68,000.00	SF	$ 0.20	$ 13,600.00	68,000.00			$ 13,600.00	$ -	$ -	$ 13,600.00	100.00%	$ -
57	**SUBTOTAL ADDITIVE ALTERNATE A-4 - CIVIL**					**$ 13,600.01**				**$ 13,600.01**	**$ -**	**$ -**	**$ 13,600.01**	**100.00%**	**$ -**
BID SCHEDULE B - ELECTRICAL															
58	P-101-1	Mobilization	1.00	LS	$ 3,010.00	$ 3,010.00	1.00			$ 3,010.00	$ -	$ -	$ 3,010.00	100.00%	$ -
59	L-108-1	Hand Excavate Minimum 8" Wide x 28" Deep In Earth	500.00	LF	$ 3.85	$ 1,925.00	470.00		30.00	$ 1,809.50	$ -	$ -	$ 1,809.50	94.00%	$ 115.50
60	L-108-2	Hand Excavate Minimum 18" Wide x 36" Deep In Earth	500.00	LF	$ 6.90	$ 3,450.00	440.00		60.00	$ 3,036.00	$ -	$ -	$ 3,036.00	88.00%	$ 414.00
61	L-108-3	Saw Cut and Hand Excavate Minimum 8" Wide x 28" Deep	250.00	LF	$ 42.80	$ 10,700.00	150.00		100.00	$ 6,420.00	$ -	$ -	$ 6,420.00	60.00%	$ 4,280.00
62	L-108-4	Saw Cut and Hand Excavate 18" Wide x 36" Deep In	250.00	LF	$ 43.85	$ 10,962.50	232.00		18.00	$ 10,173.20	$ -	$ -	$ 10,173.20	92.80%	$ 789.30
63	L-108-5	3/4" x 20' Ground Rods Connected to Counterpoise at 500'	68.00	EA	$ 68.15	$ 4,634.20	68.00			$ 4,634.20	$ -	$ -	$ 4,634.20	100.00%	$ -
64	L-108-6	10' Additional Ground Rod Sections	5.00	EA	$ 42.10	$ 210.50	0.00			$ -	$ -	$ -	$ -	0.00%	$ 210.50
65	L-108-7	#8 Bare AWG Counterpoise Conductor Installed In Trench	8,900.00	LF	$ 0.55	$ 4,895.00	8,563.00		337.00	$ 4,709.65	$ -	$ -	$ 4,709.65	96.21%	$ 185.35
66	L-108-8	#6 Bare AWG Solid Counterpoise Conductor Installed In Counterpoise Trench Parallel to Edge of Pavement	15,200.00	LF	$ 1.30	$ 19,760.00	14,050.00		1,150.00	$ 18,265.00	$ -	$ -	$ 18,265.00	92.43%	$ 1,495.00
67	L-108-9	#8, 5KV, L-824 Conductor Installed In New and Existing Conduit / Ductbank / Manhole System	27,500.00	LF	$ 0.70	$ 19,250.00	18,651.00		8,849.00	$ 13,055.70	$ -	$ -	$ 13,055.70	67.82%	$ 6,194.30
68	L-108-10	#4, 5KV, L-824 Conductor Installed In New and Existing	14,000.00	LF	$ 1.40	$ 19,600.00	14,000.00			$ 19,600.00	$ -	$ -	$ 19,600.00	100.00%	$ -
69	L-108-11	#4EG, 600V, XHHW, Green Equipment Ground Installed In	7,200.00	LF	$ 0.95	$ 6,840.00	7,200.00			$ 6,840.00	$ -	$ -	$ 6,840.00	100.00%	$ -
70	L-109-1	Modify Existing Airfield Electrical Vault Electrical Distribution System, Complete	1.00	LS	$ 4,990.00	$ 4,990.00	1.00			$ 4,990.00	$ -	$ -	$ 4,990.00	100.00%	$ -
71	L-110-1	1-2" Schedule 40 PVC Conduit Direct Buried In Earth Complete In Place	24,500.00	LF	$ 2.20	$ 53,900.00	23,980.00		520.00	$ 52,756.00	$ -	$ -	$ 52,756.00	97.88%	$ 1,144.00
72	L-110-2	1-2" Schedule 40 PVC Conduit Installed In Existing Full Strength Pavement Complete In Place	100.00	LF	$ 13.05	$ 1,305.00	100.00			$ 1,305.00	$ -	$ -	$ 1,305.00	100.00%	$ -
73	L-110-3	1-2" Schedule 40 PVC Conduit Directional Bored 36" Deep Beneath Existing Full Strength and Shoulder Pavements	2,250.00	LF	$ 10.20	$ 22,950.00	1,280.00		970.00	$ 13,056.00	$ -	$ -	$ 13,056.00	56.89%	$ 9,894.00
74	L-110-4	1-4" Schedule 40 PVC Conduit Instaled In New Full Strength Pavement Complete In Place	450.00	LF	$ 14.05	$ 6,322.50	114.00		336.00	$ 1,601.70	$ -	$ -	$ 1,601.70	25.33%	$ 4,720.80
75	L-110-5	Hand Excavate and Concrete Encase Existing 2W4" Ductbank, Complete	150.00	LF	$ 41.45	$ 6,217.50	150.00			$ 6,217.50	$ -	$ -	$ 6,217.50	100.00%	$ -
76	L-110-6	Intercept Existing Conduit System and Connect to New Conduit System and Extend Circuit	27.00	EA	$ 49.10	$ 1,325.70	14.00		13.00	$ 687.40	$ -	$ -	$ 687.40	51.85%	$ 638.30
77	L-110-7	Intercept Existing 2W4" Ductbank System and Connect to New Conduit Systems and Extend Circuit	8.00	EA	$ 898.00	$ 7,184.00	10.00		(2.00)	$ 8,980.00	$ -	$ -	$ 8,980.00	125.00%	(1,796.00)
78	L-125-1	Intercept Existing Light Base Can In Earth / Existing Pavement, Connect to Conduit System and Extend Circuit	6.00	EA	$ 207.00	$ 1,242.00	6.00			$ 1,242.00	$ -	$ -	$ 1,242.00	100.00%	$ -
79	L-125-2	Intercept Existing Circuit Conductors In Existing Base Can / Manhole / Junction Can and Extend Circuits	20.00	EA	$ 182.00	$ 3,640.00	11.00		9.00	$ 2,002.00	$ -	$ -	$ 2,002.00	55.00%	$ 1,638.00
80	L-125-3	Intercept Existing Sign Pad In Earth / Existing Pavement, Connect to Conduit System and Extend Circuit	12.00	EA	$ 812.00	$ 9,744.00	14.00		(2.00)	$ 11,368.00	$ -	$ -	$ 11,368.00	116.67%	(1,624.00)
81	L-125-4	Core Drill Existing Manhole In Earth and Connect to Conduit System and Extend Circuit	2.00	EA	$ 289.00	$ 578.00	2.00			$ 578.00	$ -	$ -	$ 578.00	100.00%	$ -

EXHIBIT A

ITEM CHANGE NO.	BID ITEM NO.	DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	SCHEDULED VALUE	FINAL QUANTITIES		QUANTITY DIFFERENCE	VALUE OF WORK COMPLETED				PERCENT OF WORK COMPLETE	VARIANCE (-COST UNDERRUN) (+COST OVERRUN)
BID SCHEDULE A - CIVIL															
1	P-101-1	Mobilization	1.00	LS	$ 88,400.00	$ 88,400.00	1.00			$ 88,400.00	$ -	$ -	$ 88,400.00	100.00%	$ -
2	P-104-1	Erosion Control & Pollution Abatement	1.00	LS	$ 4,060.00	$ 4,060.00	1.00			$ 4,060.00	$ -	$ -	$ 4,060.00	100.00%	$ -
3	P-152-1	Unclassified Excavation	3,947.00	SY	$ 1.30	$ 5,131.10	3,947.00			$ 5,131.10	$ -	$ -	$ 5,131.10	100.00%	$ -
4	P-152-2	Embankment In-Place	3,563.00	SY	$ 1.45	$ 5,166.35	3,563.00			$ 5,166.35	$ -	$ -	$ 5,166.35	100.00%	$ -
82	L-125-5	Clean and Re-Rack Existing Manhole	2.00	EA	$ 264.00	$ 528.00	2.00			$ 528.00	$ -	$ -	$ 528.00	100.00%	$ -
83	L-125-6	L-867 16" Diameter x 24" Deep Junction Can With Cover Installed In Earth / Rock	5.00	EA	$ 758.00	$ 3,790.00	4.00		1.00	$ 3,032.00	$ -	$ -	$ 3,032.00	80.00%	$ 758.00
84	L-125-7	New 2 Can Bottomless Junction Can Plaza In Earth / Rock	14.00	EA	$ 2,420.00	$ 33,880.00	14.00			$ 33,880.00	$ -	$ -	$ 33,880.00	100.00%	$ -
85	L-125-8	New L-861 Runway MIRL Elevated Edge Light and Base Can In Earth / Rock	34.00	EA	$ 753.00	$ 25,602.00	34.00			$ 25,602.00	$ -	$ -	$ 25,602.00	100.00%	$ -
86	L-125-9	New L-861E Runway MIRL Elevated Threshold Light and Base Can In Earth / Rock	16.00	EA	$ 782.00	$ 12,512.00	16.00			$ 12,512.00	$ -	$ -	$ 12,512.00	100.00%	$ -
87	L-125-10	Relocated Taxiway Elevated Edge Light and Base Can In Earth / Rock	130.00	EA	$ 419.00	$ 54,470.00	130.00			$ 54,470.00	$ -	$ -	$ 54,470.00	100.00%	$ -
88	L-125-11	Provide and Install 2 Box PAPI 11L System, Complete	1.00	LS	$ 16,600.00	$ 16,600.00	1.00			$ 16,600.00	$ -	$ -	$ 16,600.00	100.00%	$ -
89	L-125-12	Provide and Install New PAPI 29R Power Pedestal, Complete	1.00	LS	$ 5,150.00	$ 5,150.00	1.00			$ 5,150.00	$ -	$ -	$ 5,150.00	100.00%	$ -
90	L-125-13	Modify Existing Windcone Electrical Service, Complete	2.00	EA	$ 437.00	$ 874.00	2.00			$ 874.00	$ -	$ -	$ 874.00	100.00%	$ -
91	L-125-14	Removal of Existing Junction Can / Light Base Can In Earth, Complete	12.00	EA	$ 140.00	$ 1,680.00	12.00			$ 1,680.00	$ -	$ -	$ 1,680.00	100.00%	$ -
92	L-125-15	Removal of Existing Runway Stake Mounted Edge / Threshold Light In Earth, Complete	49.00	EA	$ 19.05	$ 933.45	49.00			$ 933.45	$ -	$ -	$ 933.45	100.00%	$ -
93	L-125-16	Removal of Existing Guidance Sign and Concrete Base, Complete	3.00	EA	$ 770.00	$ 2,310.00	7.00		(4.00)	$ 5,390.00	$ -	$ -	$ 5,390.00	233.33%	(3,080.00)
94	L-125-17	Re-Panel Existing Size 2, 3 Module L-858 Guidance Sign	1.00	EA	$ 1,680.00	$ 1,680.00	1.00			$ 1,680.00	$ -	$ -	$ 1,680.00	100.00%	$ -
95	L-125-18	Relocate Existing Size 2, 1 Module Guidance Sign with New Concrete Base In Earth / Rock	2.00	EA	$ 2,090.00	$ 4,180.00	2.00			$ 4,180.00	$ -	$ -	$ 4,180.00	100.00%	$ -
96	L-125-19	Relocate Existing Size 2, 2 Module Guidance Sign With New Concrete Base In Earth / Rock	1.00	EA	$ 2,280.00	$ 2,280.00	1.00			$ 2,280.00	$ -	$ -	$ 2,280.00	100.00%	$ -
97	L-125-20	Relocate Existing Size 2, 3 Module Guidance Sign With New Concrete Base In Earth / Rock	6.00	EA	$ 2,410.00	$ 14,460.00	6.00			$ 14,460.00	$ -	$ -	$ 14,460.00	100.00%	$ -
98	L-125-21	Removal of Existing PAPI 11L and Power and Control Pedestal In Earth / Rock	1.00	EA	$ 437.00	$ 437.00	1.00			$ 437.00	$ -	$ -	$ 437.00	100.00%	$ -
99	L-125-22	Identification of Cables, Ductbanks, Lighting Fixtures and Signs Per FAA Specifications	1.00	LS	$ 3,990.00	$ 3,990.00	1.00			$ 3,990.00	$ -	$ -	$ 3,990.00	100.00%	$ -
100	L-125-23	Temporary Wiring to Maintain Existing Systems In Operation or To Bypass Segments of Existing Systems	1.00	LS	$ 1,010.00	$ 1,010.00	1.00			$ 1,010.00	$ -	$ -	$ 1,010.00	100.00%	$ -
101	L-125-24	New L-861 LED Taxiway Elevated Edge Light and Base Can In Earth / Rock	4.00	EA	$ 901.00	$ 3,604.00	2.00		2.00	$ 1,802.00	$ -	$ -	$ 1,802.00	50.00%	$ 1,802.00
	SUBTOTAL BID SCHEDULE B - ELECTRICAL					$ 414,606.35				$ 386,827.30	$ -	$ -	$ 386,827.30	93.30%	$ 27,779.05
ADDITIVE ALTERNATE B-1 - ELECTRICAL															
102	L-125-25	New L-861 LED Taxiway Elevated Edge Light Installed On Relocated or Existing Base Can	180.00	EA	$ 386.00	$ 69,480.00	180.00			$ 69,480.00	$ -	$ -	$ 69,480.00	100.00%	$ -
	SUBTOTAL ADDITIVE ALTERNATE B-1 - ELECTRICAL					$ 69,480.00				$ 69,480.00	$ -	$ -	$ 69,480.00	100.00%	$ -
ADDITIVE ALTERNATE B-2 - ELECTRICAL															
103	L-125-25	Replace Existing With New Airfield Lighting Control and	1.00	AL	$ 49,064.00	$ 49,064.00	1.00			$ 49,064.00	$ -	$ -	$ 49,064.00	100.00%	$ -
	SUBTOTAL ADDITIVE ALTERNATE B-2 - ELECTRICAL					$ 49,064.00				$ 49,064.00	$ -	$ -	$ 49,064.00	100.00%	$ -
- -		CHANGE ORDER #1													
104		Runway Closure Markers	2.00	EA	$ 18,568.00	$ 37,136.00	2.00			$ 37,136.00	$ -	$ -	$ 37,136.00	100.00%	$ -
	SUBTOTAL CHANGE ORDER #1					$ 37,136.00				$ 37,136.00			$ 37,136.00	100.00%	$ -

EXHIBIT A

ITEM CHANGE NO.	BID ITEM NO.	DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	SCHEDULED VALUE	FINAL QUANTITIES		QUANTITY DIFFERENCE	VALUE OF WORK COMPLETED				PERCENT OF WORK COMPLETE	VARIANCE (-COST UNDERRUN) (+COST OVERRUN)
BID SCHEDULE A - CIVIL															
1	P-101-1	Mobilization	1.00	LS	$ 88,400.00	$ 88,400.00	1.00			$ 88,400.00	$ -	$ -	$ 88,400.00	100.00%	$ -
2	P-104-1	Erosion Control & Pollution Abatement	1.00	LS	$ 4,060.00	$ 4,060.00	1.00			$ 4,060.00	$ -	$ -	$ 4,060.00	100.00%	$ -
3	P-152-1	Unclassified Excavation	3,947.00	SY	$ 1.30	$ 5,131.10	3,947.00			$ 5,131.10	$ -	$ -	$ 5,131.10	100.00%	$ -
4	P-152-2	Embankment In-Place	3,563.00	SY	$ 1.45	$ 5,166.35	3,563.00			$ 5,166.35	$ -	$ -	$ 5,166.35	100.00%	$ -
		CHANGE ORDER #2													
		RCI CO #2													
105		D-751-1	2.00	EA	$ 1,660.00	$ 3,320.00	2.00			$ 3,320.00	$ -	$ -	$ 3,320.00	100.00%	$ -
106		D-751-7	2.00	EA	$ 377.00	$ 754.00	2.00			$ 754.00	$ -	$ -	$ 754.00	100.00%	$ -
107		Mobilization/Dump Truck	1.00	LS	$ 2,088.00	$ 2,088.00	1.00			$ 2,088.00	$ -	$ -	$ 2,088.00	100.00%	$ -
		RCI CO #3													
108		D-751-3	1.00	EA	$ 4,040.00	$ 4,040.00	1.00			$ 4,040.00	$ -	$ -	$ 4,040.00	100.00%	$ -
109		D-751-4	1.00	EA	$ 400.00	$ 400.00	1.00			$ 400.00	$ -	$ -	$ 400.00	100.00%	$ -
	SUBTOTAL CHANGE ORDER # 2					**$ 10,602.00**				**$ 10,602.00**			**$ 10,602.00**	**100.00%**	**$ -**
		CHANGE ORDER #3													
		RCI CO #4													
110		L-108-5	11.00	EA	$ 68.15	$ 749.65	16.00		(5.00)	$ 1,090.40	$ -	$ -	$ 1,090.40	145.45%	(340.75)
111		L-108-8	8,000.00	LF	$ 1.30	$ 10,400.00	8,000.00			$ 10,400.00	$ -	$ -	$ 10,400.00	100.00%	$ -
112		L-108-9	11,500.00	LF	$ 0.70	$ 8,050.00	12,169.00		(669.00)	$ 8,518.30	$ -	$ -	$ 8,518.30	105.82%	(468.30)
113		L-110-1	7,000.00	LF	$ 2.20	$ 15,400.00	7,000.00			$ 15,400.00	$ -	$ -	$ 15,400.00	100.00%	$ -
114		L-110-2	60.00	EA	$ 13.05	$ 783.00	60.00			$ 783.00	$ -	$ -	$ 783.00	100.00%	$ -
115		L-110-3	700.00	LF	$ 10.20	$ 7,140.00	543.00		157.00	$ 5,538.60	$ -	$ -	$ 5,538.60	77.57%	$ 1,601.40
116		L-110-6	10.00	EA	$ 49.10	$ 491.00	11.00		(1.00)	$ 540.10	$ -	$ -	$ 540.10	110.00%	(49.10)
117		L-125-1	10.00	EA	$ 207.00	$ 2,070.00	10.00			$ 2,070.00	$ -	$ -	$ 2,070.00	100.00%	$ -
118		L-125-15	97.00	EA	$ 19.05	$ 1,847.85	97.00			$ 1,847.85	$ -	$ -	$ 1,847.85	100.00%	$ -
119		L-125-25	640.00	EA	$ 386.00	$ 247,040.00	640.00			$ 247,040.00	$ -	$ -	$ 247,040.00	100.00%	$ -
120		L-867B12X24 Base Class 1A Installed in Earth	97.00	EA	$ 737.50	$ 71,537.50	98.00		(1.00)	$ 72,275.00	$ -	$ -	$ 72,275.00	101.03%	(737.50)
121		New Base Plates	500.00	EA	$ 18.75	$ 9,375.00	500.00			$ 9,375.00	$ -	$ -	$ 9,375.00	100.00%	$ -
122		Project Management/Supervision	1.00	LS	$ 18,951.00	$ 18,951.00	1.00			$ 18,951.00	$ -	$ -	$ 18,951.00	100.00%	$ -
	SUBTOTAL CHANGE ORDER # 3					**$ 393,835.00**				**$ 393,829.25**	**$ -**		**$ 393,829.25**	**100.00%**	**$ 5.75**
		CHANGE ORDER # 4													
		RCI CO #5													
123		L-861 Clear Elev. Runway Edge LED Light	36.00	EA	$ 428.75	$ 15,435.00	36.00			$ 15,435.00	$ -	$ -	$ 15,435.00	100.00%	$ -
124		L-861 Red/Green Threshold LED Light	17.00	EA	$ 466.235	$ 7,926.00	17.00			$ 7,926.00	$ -	$ -	$ 7,926.00	100.00%	$ -
	SUBTOTAL CHANGE ORDER # 4					**$ 23,361.00**				**$ 23,361.00**	**$ -**		**$ 23,361.00**	**100.00%**	**$ -**
		GRAND TOTALS				**$ 2,403,461.82**				**$ 2,385,969.61**	**$ -**		**$ 2,385,969.61**	**99.27%**	**$ 17,492.21**

EXHIBIT B
FINAL QUANTITIES CHANGE ORDER
Quantities and Costs

Bid Schedule A - Civil

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
5	P-157-1	3,563	7,313	+3,750	0.70	SY	2,494.10	5,166.35	+2,672.25
7	P-201-2	82,000	81,990.64	-9.36	2.33	GAL	191,060.00	5,596.00	-754.00
8	P-211-1	3,947	4,117	+170	6.75	SY	26,642.25	27,789.75	+1,147.50
9	P-401-1	6,110	6,087.36	-22.64	88.20	TN	538,902.00	536,905.15	-1,996.85
12	P-626-1	12,125	11,450	-675.00	3.85	SY	46,681.25	44,082.50	-2,598.75

Additive Alternate A-1 - Civil

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
48	D-752-4	1	0	-1	1,640.00	EA	1,640.00	0.00	-1,640.00

Additive Alternate A-3 - Civil

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
54	T-904-1	24,300	37,750	0.95	0.95	SY	23,085.00	35,862.50	+12,777.50

Bid Schedule B - Electrical

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
59	L-108-1	500	470	-30	3.85	LF	1,925.00	1,809.50	-115.50
60	L-108-2	500	440	-60	6.90	LF	3,450.00	3,036.00	-414.00
61	L-108-3	250	150	-100	42.80	LF	1,925.00	1,809.50	-4,280.00
62	L-108-4	250	232	-18	43.85	LF	10,962.50	10,173.20	-789.30
64	L-108-6	5	0	-5	42.10	EA	210.50	0.00	-210.50
65	L-108-7	8,900	8,563	-337	0.55	LF	4,895.00	4,709.65	-185.35
66	L-108-8	15,200	14,050	-1,150	1.30	LF	19,760.00	18,265.00	-1,495.00
67	L-108-9	27,500	18,651	-8,849	0.70	LF	19,250.00	13,055.70	-6,194.30
70	L-110-1	24,5000	23,980	-520	2.20	LF	53,900.00	52,756.00	-1,144.00
73	L-110-3	2,250	1,280	-970	10.20	LF	22,950.00	13,056.00	-9,894.00
74	L-110-4	450	114	-336	14.05	LF	6,322.50	1,601.70	-4,720.80
76	L-110-6	27	14	-13	49.10	EA	1,325.70	687.40	-638.30
77	L-110-7	8	10	+2	898.00	EA	7,184.00	8,980.00	+1,796.00
79	L-125-2	20	11	-9	182.00	EA	3,640.00	2,002.00	-1,638.00
80	L-125-3	12	14	+2	812.00	EA	9,744.00	11,368.00	+1,624.00
83	L-125-6	5	4	-1	758.00	EA	3,790.00	3,032.00	-758.00
93	L-125-16	3	7	+3	770.00	EA	2,310.00	5,390.00	+3,080.00
101	L-125-24	4	2	-2	901.00	EA	3,604.00	1,802.00	-1,802.00

Change Order #3 – Electrical

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
110	L-108-5	11	16	+5	68.15	EA	749.65	1,090.40	+340.75
112	L-108-9	11,500	12,169	+669	0.70	LF	8,050.00	8,518.30	+468.30
115	L-110-3	700	543	-157	10.20	EA	7,140.00	5,538.60	-1,601.40
116	L-110-6	10	11	+1	49.10	EA	491.00	540.10	+49.10
120	L-867B	97	98	+1	737.50	EA	71,537.50	72,275.00	+737.50

EXHIBIT C
CHANGE ORDER #2
ADDITIONS/DELETIONS
Changes Ordered and Reasons Ordered

Bid Schedule A - Civil

Item Change No.	Description of Change
5	**ADD** 3,750 square yards of Pavement Removal per the request of the Airport Director. (Along Runway 4-22, south of Taxiway A-2).
7	**DELETE** 9.36 gallons of emulsified asphalt. The actual quantity required is less than that estimated during design.
8	**ADD** 170 square yards Limerock Base Course – 6" Thick, per the request of the Airport Director. (Along Runway 4-22, south of Taxiway A-2).
9	**DELETE** 22.64 tons of Bituminous Surface Course (2") asphalt. The actual quantity required is less than that estimated during the pavement design.
12	**DELETE** 675 square yards of Slurry Seal (Crack Relief, 3/4"). The actual quantity required is less than that estimated during the pavement design.

Additive Alternate A-1 - Civil

Item Change No.	Description of Change
48	**DELETE** 1 each Connect to Existing Concrete Endwall, 42" RCP, Double Pipe. The actual quantity required is less than that identified in the field survey and estimated during stormwater drainage design.

Additive Alternate A-3 - Civil

Item Change No.	Description of Change
54	**ADD** 13,450 square yards of Sodding per the direction of Airport Staff. Additional areas of soil erosion not originally included in the project were identified.

Bid Schedule B - Electrical

Item Change No.	Description of Change
59	**DELETE** 30 linear feet of Hand Excavate Minimum 8" Wide x 28" Deep In Earth. The actual quantity required is less than that estimated during design.
60	**DELETE** 60 linear feet of Hand Excavate Minimum 18" Wide x 36" Deep In Earth. The actual quantity required is less than that estimated during design.
61	**DELETE** 100 linear feet of Saw Cut and Hand Excavate Minimum 8" Wide x 28" Deep In Existing Full Strength Pavement. The actual quantity required is less than that estimated during design.
62	**DELETE** 18 linear feet of Saw Cut and Hand Excavate 18" Wide x 36" Deep In Existing Full Strength Pavement. The actual quantity required is less than that estimated during design.
64	**DELETE** 5 each 10' Additional Ground Rod Sections. Field modifications resulted in a design which did not require the use of the 10' Additional Ground Rod Sections.
65	**DELETE** 337 linear feet of #6 Bare AWG Counterpoise Conductor Installed In Trench Not Parallel to Edge of Pavement. The actual quantity required is less than that estimated during design.
66	**DELETE** 1,150 linear feet of #6 Bare AWG Solid Counterpoise Conductor Installed In Counterpoise Trench Parallel to Edge of Pavement. Field modifications resulted in a design which reduced the linear feet required.
67	**DELETE** 8,849 linear feet of #8, 5KV, L-824 Conductor Installed In New and Existing Conduit / Ductbank / Manhole System. Field modifications resulted in a design which reduced the linear feet required.
71	**DELETE** 520 linear feet of 1-2" Schedule 40 PVC Conduit Direct Buried In Earth Complete, In Place. Field modifications resulted in a design which reduced the linear feet required.
73	**DELETE** 970 linear feet of 1-2" Schedule 40 PVC Conduit Directional Bored 36" Deep Beneath Existing Full Strength and Shoulder Pavements. Field modifications resulted in a design which reduced the linear feet required.
74	**DELETE** 336 linear feet of 1-4" Schedule 40 PVC Conduit Installed In New Full Strength Pavement Complete, In Place. Field modifications resulted in a design which reduced the linear feet required.
76	**DELETE** 13 each Intercept Existing Conduit System and Connect to New Conduit System and Extend Circuit. Field modifications resulted in a design which reduced the number required.

Bid Schedule B – Electrical (cont'd)

Item Change No.	Description of Change
77	**ADD** 2 each Intercept Existing 2W4" Ductbank System and Connect to New Conduit Systems and Extend Circuit. Due to the condition of existing electrical equipment being in worse condition than originally believed, the actual quantity required is more than that estimated.
79	**DELETE** 9 each Intercept Existing Circuit Conductors In Existing Base Can / Manhole / Junction Can and Extend Circuits. Field modifications resulted in a design which reduced the number required combined with the actual quantity required being less than that estimated during design.
80	**ADD** 2 each Intercept Existing Sign Pad In Earth / Existing Pavement, Connect to Conduit System and Extend Circuit. The actual quantity required is more than that estimated during design.
83	**DELETE** 1 each L-867 16" Diameter x 24" Deep Junction Can With Cover Installed In Earth / Rock. The actual quantity required is less than that estimated during design.
93	**ADD** 4 each Removal of Existing Guidance Sign and Concrete Base, Complete. Due to the condition of existing electrical equipment being in worse condition than originally believed, the actual quantity required is more than that estimated.
101	**DELETE** 2 each New L-861 LED Taxiway Elevated Edge Light and Base Can In Earth / Rock. Field modifications resulted in a design which reduced the number required.

Change Order #3

Item Change No.	Description of Change
110	**ADD** 5 each 3/4" x 20' Ground Rods Connected to Counterpoise at 500'. Additional sections were required to achieve megohm resistance readings per the specification.
112	**ADD** 669 linear feet of #8, 5KV, L-824 Conductor Installed In New and Existing Conduit / Ductbank / Manhole System. Additional medium taxiway lights were identified by Airport Staff as requiring replacement, which resulted in an increase of cable.
115	**DELETE** 157 linear feet of 1-2" Schedule 40 PVC Conduit Directional Bored 36" Deep Beneath Existing Full Strength and Shoulder Pavements. Field modifications resulted in a design which reduced the number of linear feet required.
116	**ADD** 1 each Intercept Existing Conduit System and Connect to New Conduit System and

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
City of Vero Beach
P. O. Box 1389
Vero Beach, FL 32961

PROJECT:
Rehabilitate Runway 11L-29R
Including Taxiway F and Connectors & Lighting

APPLICATION NO: *8 & FINAL*

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

PERIOD TO: *1/21/2011*
2/1/2011

FROM CONTRACTOR:
Ranger Construction Industries, Inc.
101 Sansbury's Way
West Palm Beach, FL 33411

PROJECT NOS: *440-09/CSS 416303-1-94-01*

CONTRACT FOR:

CONTRACT DATE: *05/06/10*

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM		$ 1,938,527.82
2. Net change by Change Orders		$ 464,934.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 2,403,461.82
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 2,385,969.61
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$ RELEASED	
b. 10 % of Stored Material (Column F on G703)	$ -	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 2,385,969.61
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 2,147,372.65
8. CURRENT PAYMENT DUE		$ 238,596.96
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 17,492.21

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 464,934.00	$ -
Total approved this Month	$ -	$ -
TOTALS	$ 464,934.00	$ -
NET CHANGES by Change Order	$ 464,934.00	

CONTRACTOR: RANGER CONSTRUCTION INDUSTRIES, INC.

By: [signature] Date: 4/12/11

State of: Florida County of: St. Lucie
Subscribed and sworn to before me this -
Notary Public:
My Commission expires:
Personally known by me.

Notary Public State of Florida
Dienne Lynn Beasley
My Commission DD713298
Expires 10/23/2011

~~ARCHITECT'S~~ OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the ~~Architect~~ Owner certifies ~~to the Owner~~ that to the best of the ~~Architect's~~ Owner's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 238,596.96

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

~~ARCHITECT~~ OWNER'S REPRESENTATIVE:

By: [signature] Date: 4/18/2011

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Initial

CITY OF VERO BEACH MUNICIPAL AIRPORT

WAIVER AND RELEASE OF ALL CLAIMS UPON FINAL PAYMENT

Project: Rehabilitate Runway 11L-29R
Date of Contract: May 6 2010

Project No. 440-09/CSS 416303-1-94-01
Contract No. _____

The undersigned contractor for the above-referenced contract, in consideration of final payment in the sum of $ 238,596.96, the receipt and sufficiency of which is acknowledged, hereby waives and releases any and all claims and right to make any claim for any and all labor, services, materials, and equipment furnished to the City of Vero Beach ("City") and arising under or by virtue of the above-referenced contract and changes thereto and hereby agrees to indemnify and hold harmless the City from any and all claims of any subcontractor having an interest in the contract. The term "subcontractor," as used herein, shall include any and all persons and firms furnishing labor, materials, services, or equipment incorporated into or supplied for the work under the contract, stockpiled for the project, or arising under any equipment-rental agreements.

This waiver and release of all claims is executed by the contractor for itself and its representatives, assigns and successors and covers all past and existing claims for work under the contract. In executing this waiver and release of all claims, I represent and certify to the City that I possess the authority and capacity to execute this waiver and release of all claims for the contractor, its representatives, assigns and successors, and to thereby bind them, and I agree to personally indemnify and hold harmless the City from any and all liabilities and costs, including attorney's fees, as may be imposed upon or incurred by the City because of any defect in or lack of my authority or legal capacity to execute this waiver and release of all claims for the contractor, its representatives, assigns and successors.

Ranger Construction Industries, Inc.
Contractor

By: Miguel G. Correa
Print Name: Miguel G. Correa
Title: Vice President

STATE OF FLORIDA
COUNTY OF St. Lucie

Sworn to and subscribed before me this 12th day of April, 2011, by Miguel G. Correa, who ✓ is personally known to me OR ____ produced _____ as identification.

Notary Public
Print Name:
My Commission Expires

Notary Public State of Florida
Dianne Lynn Beasley
My Commission DD713298
Expires 10/23/2011

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

	A ITEM NO.	B DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	C SCHEDULED VALUE	PREVIOUS QUANTITIES	CURRENT QUANTITIES	QUANTI TO DA
BID SCHEDULE A - CIVIL									
1	P-101-1	Mobilization	1.00	LS	$ 88,400.00	$ 88,400.00	1.00		1
2	P-104-1	Erosion Control & Pollution Abatement	1.00	LS	$ 4,060.00	$ 4,060.00	1.00		1
3	P-152-1	Unclassified Excavation	3,947.00	SY	$ 1.30	$ 5,131.10	3,947.00		3,947
4	P-152-2	Embankment In-Place	3,563.00	SY	$ 1.45	$ 5,166.35	3,563.00		3,563
5	P-157-1	Pavement Removal	3,563.00	SY	$ 0.70	$ 2,494.10	7,313.00		7,313
6	P-210-1	Cold In-Place Recycled Bituminous Base Course (6")	41,000.00	SY	$ 3.25	$ 133,250.00	41,000.00		41,000
7	P-210-2	Emulsified Asphalt	82,000.00	GAL	$ 2.33	$ 191,060.00	81,990.64		81,990
8	P-211-1	Limerock Base Course - 6" Thick	3,947.00	SY	$ 6.75	$ 26,642.25	4,117.00		4,117
9	P-401-1	Bituminous Surface Course (2")	6,110.00	TN	$ 88.20	$ 538,902.00	6,087.36		6,087
10	P-620-1	Runway and Taxiway Painting - With Reflective Media	12,250.00	SF	$ 0.30	$ 3,675.00	12,250.00		12,250
11	P-620-2	Black Runway and Taxiway Painting - Without Reflective Media	15,600.00	SF	$ 0.25	$ 3,900.00	15,600.00		15,600
12	P-626-1	Slurry Seal (Crack Relief, 3/4")	12,125.00	SY	$ 3.85	$ 46,681.25	11,450.00		11,450
13	D-701-1	23"x14" ERCP, Class V, Under Pavement	48.00	LF	$ 41.70	$ 2,001.60	48.00		48
14	D-701-2	24" RCP, Class V, Under Pavement	88.00	LF	$ 59.05	$ 5,196.40	88.00		88
15	D-701-3	30" RCP, Class V, Under Pavement	104.00	LF	$ 73.85	$ 7,680.40	104.00		104
16	D-701-4	42" RCP, Double Pipe, Class V, Under Pavement	256.00	LF	$ 133.00	$ 34,048.00	256.00		256
17	D-701-5	48" RCP, Class V, Under Pavement	88.00	LF	$ 161.00	$ 14,168.00	88.00		88
18	D-701-6	Remove Existing 23"x14" ERCP, Under Pavement	48.00	LF	$ 20.20	$ 969.60	48.00		48
19	D-701-7	Remove Existing 24" RCP, Under Pavement	88.00	LF	$ 20.20	$ 1,777.60	88.00		88
20	D-701-8	Remove Existing 30" RCP, Under Pavement	104.00	LF	$ 20.20	$ 2,100.80	104.00		104
21	D-701-9	Remove Existing 42" RCP, Double Pipe, Under Pavement	256.00	LF	$ 20.20	$ 5,171.20	256.00		256
22	D-701-10	Remove Existing 48" RCP, Under Pavement	88.00	LF	$ 20.20	$ 1,777.60	88.00		88
23	T-904-1	Sodding	22,000.00	SY	$ 1.45	$ 31,900.00	22,000.00		22,000
	SUBTOTAL BID SCHEDULE A - CIVIL					$ 1,156,153.25			
ADDITIVE ALTERNATE A-1 - CIVIL									
1	P-101-1	Mobilization	1.00	LS	$ 2,510.00	$ 2,510.00	1.00		1.
2	D-701-11	23"x14" ECRP, Class V, In Turf	120.00	LF	$ 42.75	$ 5,130.00	120.00		120.
3	D-701-12	24" RCP, Class V, In Turf	216.00	LF	$ 54.60	$ 11,793.60	216.00		216.
4	D-701-13	30" RCP, Class V, In Turf	280.00	LF	$ 67.45	$ 18,886.00	280.00		280.
5	D-701-14	36" RCP, Class V, In Turf	96.00	LF	$ 88.45	$ 8,491.20	96.00		96.
6	D-701-15	42" RCP, Double Pipe, Class V, In Turf	392.00	LF	$ 107.00	$ 41,944.00	392.00		392.
7	D-701-16	48" RCP, Class V, In Turf	144.00	LF	$ 127.00	$ 18,288.00	144.00		144.
8	D-701-17	Remove Existing 23"x14" ERCP, In Turf	120.00	LF	$ 15.20	$ 1,824.00	120.00		120.
9	D-701-18	Remove Existing 24" RCP, In Turf	216.00	LF	$ 15.20	$ 3,283.20	216.00		216.
10	D-701-19	Remove Existing 30" RCP, In Turf	280.00	LF	$ 15.20	$ 4,256.00	280.00		280.
11	D-701-20	Remove Existing 42" RCP, Double Pipe, In Turf	392.00	LF	$ 15.20	$ 5,958.40	392.00		392.
12	D-701-21	Remove Existing 48" RCP, In Turf	144.00	LF	$ 15.20	$ 2,188.80	144.00		144.
13	D-751-1	Ditch Bottom Inlet Type C	2.00	EA	$ 1,660.00	$ 3,320.00	2.00		2.
14	D-751-2	Ditch Bottom Inlet Type D	2.00	EA	$ 2,040.00	$ 4,080.00	2.00		2.
15	D-751-3	Ditch Bottom Inlet Type H	2.00	EA	$ 4,040.00	$ 8,080.00	2.00		2.
16	D-751-4	Remove Existing Inlet Structure (S-1)	1.00	EA	$ 400.00	$ 400.00	1.00		1.
17	D-751-5	Remove Existing Inlet Structure (S-2)	1.00	EA	$ 377.00	$ 377.00	1.00		1.
18	D-751-6	Remove Existing Inlet Structure (S-3)	1.00	EA	$ 377.00	$ 377.00	1.00		1.
19	D-751-7	Remove Existing Inlet Structure (S-4)	1.00	EA	$ 377.00	$ 377.00	1.00		1.
20	D-751-8	Remove Existing Inlet Structure (S-6)	1.00	EA	$ 377.00	$ 377.00	1.00		1.
21	D-751-9	Remove Existing Inlet Structure (S-7)	1.00	EA	$ 377.00	$ 377.00	1.00		1.
22	D-752-1	Concrete Endwall, 24" RCP	1.00	EA	$ 1,410.00	$ 1,410.00	1.00		1.
23	D-752-2	Concrete Endwall, 36" RCP	1.00	EA	$ 3,980.00	$ 3,980.00	1.00		1.
24	D-752-3	Concrete Endwall, 42" RCP, Double Pipe	1.00	EA	$ 6,170.00	$ 6,170.00	1.00		1.
25	D-752-4	Connect to Existing Concrete Endwall, 42" RCP, Double Pipe	1.00	EA	$ 1,640.00	$ 1,640.00	0.00		0.
26	D-752-5	Remove Existing Concrete Endwall Structure (S-5)	1.00	EA	$ 377.00	$ 377.00	1.00		1.

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Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

	A ITEM NO.	B DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	C SCHEDULED VALUE	PREVIOUS QUANTITIES	CURRENT QUANTITIES	QUANT TO DA
27	D-752-6	Remove Existing Concrete Endwall Structure (S-8)	1.00	EA	$ 377.00	$ 377.00	1.00		
28	D-752-7	Remove Existing Concrete Endwall Structure (S-9)	1.00	EA	$ 377.00	$ 377.00	1.00		
	SUBTOTAL ADDITIVE ALTERNATE A-1 - CIVIL					$ 156,649.20			
ADDITIVE ALTERNATE A-3 - CIVIL									
1	P-101-1	Mobilization	1.00	LS	$ 0.01	$ 0.01	1.00		
2	FDOT-160-1	Type B Stabilization (LBR 40) - Offsite Material Source	24,300.00	SY	$ 2.30	$ 55,890.00	24,300.00		24,30
3	T-904-1	Sodding	24,300.00	SY	$ 0.95	$ 23,085.00	37,750.00		37,75
	SUBTOTAL ADDITIVE ALTERNATE A-3 - CIVIL					$ 78,975.01			
ADDITIVE ALTERNATE A-4 - CIVIL									
1	P-101-1	Mobilization	1.00	LS	$ 0.01	$ 0.01	1.00		
2	P-620-1	Runway and Taxiway Painting - With Reflective Media (Runway 11R-29L)	68,000.00	SF	$ 0.20	$ 13,600.00	68,000.00		68,00
	SUBTOTAL ADDITIVE ALTERNATE A-4 - CIVIL					$ 13,600.01			
BID SCHEDULE B - ELECTRICAL									
1	P-101-1	Mobilization	1.00	LS	$ 3,010.00	$ 3,010.00	1.00		-
2	L-108-1	Hand Excavate Minimum 8" Wide x 28" Deep In Earth	500.00	LF	$ 3.85	$ 1,925.00	470.00		47
3	L-108-2	Hand Excavate Minimum 18" Wide x 36" Deep In Earth	500.00	LF	$ 6.90	$ 3,450.00	440.00		44
4	L-108-3	Saw Cut and Hand Excavate Minimum 8" Wide x 28" Deep In Existing Full Strength Pavement	250.00	LF	$ 42.80	$ 10,700.00	150.00		15
5	L-108-4	Saw Cut and Hand Excavate 18" Wide x 36" Deep In Existing Full Strength Pavement	250.00	LF	$ 43.85	$ 10,962.50	232.00		23
6	L-108-5	3/4" x 20' Ground Rods Connected to Counterpoise at 500'	68.00	EA	$ 68.15	$ 4,634.20	68.00		6
7	L-108-6	10' Additional Ground Rod Sections	5.00	EA	$ 42.10	$ 210.50	0.00		0
8	L-108-7	#6 Bare AWG Counterpoise Conductor Installed In Trench Not Parallel to Edge of Pavement	8,900.00	LF	$ 0.55	$ 4,895.00	8,563.00		8,563
9	L-108-8	#6 Bare AWG Solid Counterpoise Conductor Installed In Counterpoise Trench Parallel to Edge of Pavement	15,200.00	LF	$ 1.30	$ 19,760.00	14,050.00		14,050
10	L-108-9	#8, 5KV, L-824 Conductor Installed In New and Existing Conduit / Ductbank / Manhole System	27,500.00	LF	$ 0.70	$ 19,250.00	18,651.00		18,651
11	L-108-10	#4, 5KV, L-824 Conductor Installed In New and Existing Conduit / Ductbank / Manhole System	14,000.00	LF	$ 1.40	$ 19,600.00	14,000.00		14,000
12	L-108-11	#4EG, 600V, XHHW, Green Equipment Ground Installed In New and Existing Conduit / Ductbank / Manhole System	7,200.00	LF	$ 0.95	$ 6,840.00	7,200.00		7,200
13	L-109-1	Modify Existing Airfield Electrical Vault Electrical Distribution System, Complete	1.00	LS	$ 4,990.00	$ 4,990.00	1.00		1.
14	L-110-1	1-2" Schedule 40 PVC Conduit Direct Buried In Earth Complete In Place	24,500.00	LF	$ 2.20	$ 53,900.00	23,980.00		23,980.
15	L-110-2	1-2" Schedule 40 PVC Conduit Installed In Existing Full Strength Pavement Complete In Place	100.00	LF	$ 13.05	$ 1,305.00	100.00		100.
16	L-110-3	1-2" Schedule 40 PVC Conduit Directional Bored 36" Deep Beneath Existing Full Strength and Shoulder Pavements	2,250.00	LF	$ 10.20	$ 22,950.00	1,280.00		1,280.
17	L-110-4	1-4" Schedule 40 PVC Conduit Installed In New Full Strength Pavement Complete In Place	450.00	LF	$ 14.05	$ 6,322.50	114.00		114.
18	L-110-5	Hand Excavate and Concrete Encase Existing 2W4" Ductbank, Complete	150.00	LF	$ 41.45	$ 6,217.50	150.00		150.
19	L-110-6	Intercept Existing Conduit System and Connect to New Conduit System and Extend Circuit	27.00	EA	$ 49.10	$ 1,325.70	14.00		14.
20	L-110-7	Intercept Existing 2W4" Ductbank System and Connect to New Conduit Systems and Extend Circuit	8.00	EA	$ 898.00	$ 7,184.00	10.00		10.

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

	A ITEM NO.	B DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	C SCHEDULED VALUE	PREVIOUS QUANTITIES	CURRENT QUANTITIES	QUANTI TO DA
21	L-125-1	Intercept Existing Light Base Can In Earth / Existing Pavement, Connect to Conduit System and Extend Circuit	6.00	EA	$ 207.00	$ 1,242.00	6.00		6
22	L-125-2	Intercept Existing Circuit Conductors In Existing Base Can / Manhole / Junction Can and Extend Circuits	20.00	EA	$ 182.00	$ 3,640.00	11.00		11
23	L-125-3	Intercept Existing Sign Pad In Earth / Existing Pavement, Connect to Conduit System and Extend Circuit	12.00	EA	$ 812.00	$ 9,744.00	14.00		14
24	L-125-4	Core Drill Existing Manhole In Earth and Connect to Conduit System and Extend Circuit	2.00	EA	$ 289.00	$ 578.00	2.00		2
25	L-125-5	Clean and Re-Rack Existing Manhole	2.00	EA	$ 264.00	$ 528.00	2.00		2
26	L-125-6	L-867 16" Diameter x 24" Deep Junction Can With Cover Installed In Earth / Rock	5.00	EA	$ 758.00	$ 3,790.00	4.00		4
27	L-125-7	New 2 Can Bottomless Junction Can Plaza In Earth / Rock	14.00	EA	$ 2,420.00	$ 33,880.00	14.00		14
28	L-125-8	New L-861 Runway MIRL Elevated Edge Light and Base Can In Earth / Rock	34.00	EA	$ 753.00	$ 25,602.00	34.00		34
29	L-125-9	New L-861E Runway MIRL Elevated Threshold Light and Base Can In Earth / Rock	16.00	EA	$ 782.00	$ 12,512.00	16.00		16
30	L-125-10	Relocated Taxiway Elevated Edge Light and Base Can In Earth / Rock	130.00	EA	$ 419.00	$ 54,470.00	130.00		130
31	L-125-11	Provide and Install 2 Box PAPI 11L System, Complete	1.00	LS	$ 16,600.00	$ 16,600.00	1.00		1.
32	L-125-12	Provide and Install New PAPI 29R Power Pedestal, Complete	1.00	LS	$ 5,150.00	$ 5,150.00	1.00		1.
33	L-125-13	Modify Existing Windcone Electrical Service, Complete	2.00	EA	$ 437.00	$ 874.00	2.00		2.
34	L-125-14	Removal of Existing Junction Can / Light Base Can In Earth, Complete	12.00	EA	$ 140.00	$ 1,680.00	12.00		12.
35	L-125-15	Removal of Existing Runway Stake Mounted Edge / Threshold Light In Earth, Complete	49.00	EA	$ 19.05	$ 933.45	49.00		49.
36	L-125-16	Removal of Existing Guidance Sign and Concrete Base, Complete	3.00	EA	$ 770.00	$ 2,310.00	7.00		7.
37	L-125-17	Re-Panel Existing Size 2, 3 Module L-858 Guidance Sign	1.00	EA	$ 1,680.00	$ 1,680.00	1.00		1.
38	L-125-18	Relocate Existing Size 2, 1 Module Guidance Sign with New Concrete Base In Earth / Rock	2.00	EA	$ 2,090.00	$ 4,180.00	2.00		2.
39	L-125-19	Relocate Existing Size 2, 2 Module Guidance Sign With New Concrete Base In Earth / Rock	1.00	EA	$ 2,280.00	$ 2,280.00	1.00		1.
40	L-125-20	Relocate Existing Size 2, 3 Module Guidance Sign With New Concrete Base In Earth / Rock	6.00	EA	$ 2,410.00	$ 14,460.00	6.00		6.
41	L-125-21	Removal of Existing PAPI 11L and Power and Control Pedestal In Earth / Rock	1.00	EA	$ 437.00	$ 437.00	1.00		1.
42	L-125-22	Identification of Cables, Ductbanks, Lighting Fixtures and Signs Per FAA Specifications	1.00	LS	$ 3,990.00	$ 3,990.00	1.00		1.
43	L-125-23	Temporary Wiring to Maintain Existing Systems In Operation or To Bypass Segments of Existing Systems	1.00	LS	$ 1,010.00	$ 1,010.00	1.00		1.
44	L-125-24	New L-861 LED Taxiway Elevated Edge Light and Base Can In Earth / Rock	4.00	EA	$ 901.00	$ 3,604.00	2.00		2.
	SUBTOTAL BID SCHEDULE B - ELECTRICAL					$ 414,606.35			
ADDITIVE ALTERNATE B-1 - ELECTRICAL									
1	L-125-25	New L-861 LED Taxiway Elevated Edge Light Installed On Relocated or Existing Base Can	180.00	EA	$ 386.00	$ 69,480.00	180.00		180.
	SUBTOTAL ADDITIVE ALTERNATE B-1 - ELECTRICAL					$ 69,480.00			
ADDITIVE ALTERNATE B-2 - ELECTRICAL									

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	A ITEM NO.	B DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	C SCHEDULED VALUE	PREVIOUS QUANTITIES	CURRENT QUANTITIES	QUANT TO DA
1	L-125-25	Replace Existing With New Airfield Lighting Control and Monitoring System, Complete	1.00	AL	$ 49,064.00	$ 49,064.00	1.00		
	SUBTOTAL ADDITIVE ALTERNATE B-2 - ELECTRICAL					$ 49,064.00			
		CHANGE ORDER #1							
		Runway Closure Markers	2.00	EA	$ 18,568.00	$ 37,136.00	2.00		
	SUBTOTAL CHANGE ORDER #1					$ 37,136.00			
		CHANGE ORDER #2							
		RCI CO #2							
		D-751-1	2.00	EA	$ 1,660.00	$ 3,320.00	2.00		
		D-751-7	2.00	EA	$ 377.00	$ 754.00	2.00		
		Mobilization/Dump Truck	1.00	LS	$ 2,088.00	$ 2,088.00	1.00		
		RCI CO #3							
		D-751-3	1.00	EA	$ 4,040.00	$ 4,040.00	1.00		
		D-751-4	1.00	EA	$ 400.00	$ 400.00	1.00		
	SUBTOTAL CHANGE ORDER # 2					$ 10,602.00			
		CHANGE ORDER #3							
		RCI CO #4							
		L-108-5	11.00	EA	$ 68.15	$ 749.65	16.00		16
		L-108-8	8,000.00	EA	$ 1.30	$ 10,400.00	8,000.00		8,000
		L-108-9	11,500.00	EA	$ 0.70	$ 8,050.00	12,169.00		12,169
		L-110-1	7,000.00	EA	$ 2.20	$ 15,400.00	7,000.00		7,000
		L-110-2	60.00	EA	$ 13.05	$ 783.00	60.00		60
		L-110-3	700.00	EA	$ 10.20	$ 7,140.00	543.00		543
		L-110-6	10.00	EA	$ 49.10	$ 491.00	11.00		11
		L-125-1	10.00	EA	$ 207.00	$ 2,070.00	10.00		10
		L-125-15	97.00	EA	$ 19.05	$ 1,847.85	97.00		97
		L-125-25	640.00	EA	$ 386.00	$ 247,040.00	640.00		640
		L-867B12X24 Base Class 1A Installed in Earth	97.00	EA	$ 737.50	$ 71,537.50	98.00		98
		New Base Plates	500.00	EA	$ 18.75	$ 9,375.00	500.00		500
		Project Management/Supervision	1.00	LS	$ 18,951.00	$ 18,951.00	1.00		1
	SUBTOTAL CHANGE ORDER # 3					$ 393,835.00			
		CHANGE ORDER # 4							
		RCI CO #5							
		L-861 Clear Elev. Runway Edge LED Light	36.00	EA	$ 428.75	$ 15,435.00	36.00		36
		L-861 Red/Green Threshold LED Light	17.00	EA	$ 466.235	$ 7,926.00	17.00		17
	SUBTOTAL CHANGE ORDER # 4					$ 23,361.00			
		GRAND TOTALS				$ 2,403,461.82			

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ENGINEERS
PLANNERS
ECONOMISTS
WilburSmith
ASSOCIATES

October 13, 2010

Final Inspection Attendees

Re: Vero Beach Municipal Airport
Rehabilitation of Runway 11L-29R
Including Taxiway F and Connectors
FDOT FM No. 416303-1-94-01
COVB Contract No. 1495
Final Inspection Report

A final inspection of the above referenced project was conducted on October 13, 2010 at 9:30 a.m. The inspection addressed the originally contracted work dated May 6, 2010, as well as Change Orders 1 and 2.

The following were in attendance:

Todd Scher	Vero Beach Municipal Airport
Wes Teel	Wilbur Smith Associates
Patrick Flynn	Ranger Construction Industries
Tom Granims	Paragon Electric

The following discrepancies were noted:

1. Clean-up cable trenching areas adjacent to Runway 11L-29R and all taxiways.

2. Some areas of sodding require additional watering.

3. All duct markers associated with the project must be flush with the existing grade so as to allow for unimpeded mowing operations.

4. The concrete base for the light base cans and informational/guidance signs must be flush with the existing grade. Fill dirt and/or sod may be used to raise the existing grade around the concrete base.

5. The homerun circuits for Runway 11L-29R, Taxiway F/Connectors and PAPI will be completed NLT November 28, 2011.

6. Some sod located adjacent to the threshold lights for Runway 11L was dislocated due to prop wash from departing aircraft and needs replacement.

7. Heavy equipment has left ruts in an area of new sod on the east of the Runway 29R run-up area.

3191 Maguire Boulevard, Suite 200 Orlando, Florida 32803
407.896.5851 f 407.896.9165 www.WilburSmith.com

The above represents an account of the meeting as recorded by Wilbur Smith Associates (WSA). Should any discrepancies exist, please notify WSA within three (3) business days of the receipt of this Final Inspection Report so the applicable changes can be made.

Sincerely,
Wilbur Smith Associates

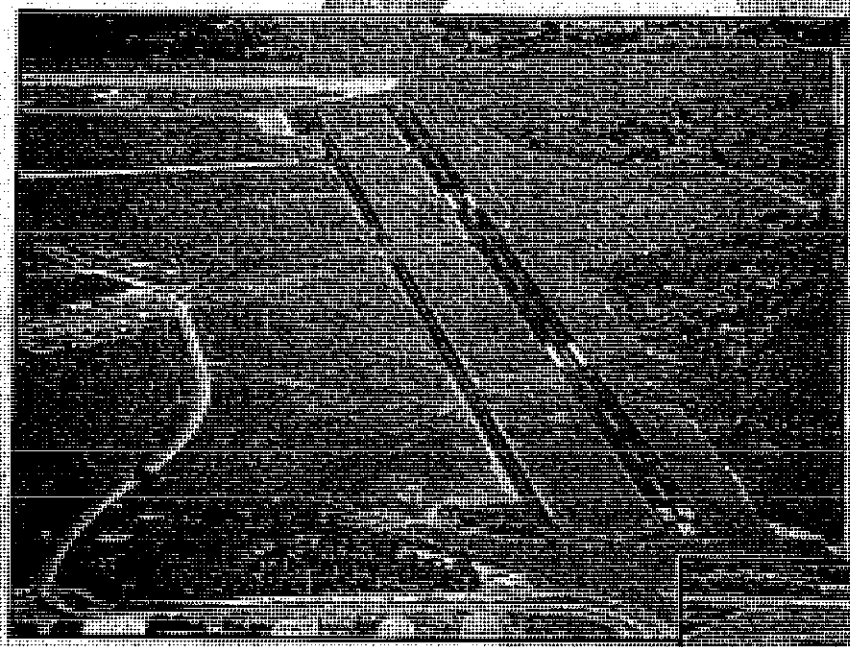
Wesley L. Teel
Aviation Project Manager

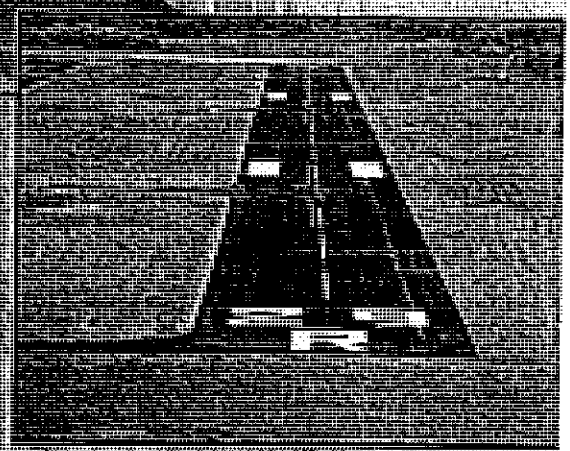
Distribution: Attendees

Cc: Eric Menger, Vero Beach Municipal Airport
LaVerne Smith, Vero Beach Municipal Airport
file

Vero Beach Municipal Airport

Construction Summary Report





April 26, 2011

Rehabilitation of Runway 11L-29R Including Taxiway F and Connectors

FDOT FM No. 416303-1-94-01
COVB Bid No. 440-09/CSS
COVB Contract No. 1495

Wilbur Smith Associates

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Materials Testing Reports ..... **Appendix A**

P-152 Excavation and Embankment ..... Appendix A

P-210 Cold In-Place Recycled Bituminous Base Course ..... Appendix A

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LBR 40 Stabilized Subgrade ..... Appendix A

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Ranger Construction Industries Final Pay Application (Construction) ..... **Appendix B**

Wilbur Smith Associates Final Invoice (Resident Inspection Costs) ..... **Appendix C**

Page One Consultants, Inc. Final Invoice (Materials Testing Costs) ..... **Appendix D**

Project Description

The Rehabilitation of Runway 11L-29R Including Taxiway F and Connectors included the following work items:

Pavement Rehab/Reconstruction/Removal

-Rehab Runway 11L-29R
-Rehab Taxiway F
-Rehab Connector Taxiways A, D, F1 and F2
-Widen Taxiway F and connector Taxiways A, D, F1 and F2
-Reconfigure Taxiway F at the Runway 22 Approach (Remove Pavement)
-Remove old run-up area pavement on Taxiway F between Taxiways F1 and F2
-Stabilize the Runway 29R Safety Area

Airfield Marking

-Remark Runway 11L-29R
-Remark Runway 11R-29L
-Remark Taxiway F
-Remark Connector Taxiways A, D, F1 and F2

Airfield Electrical

-Runway 11L-29R Airfield Lighting Rehabilitation
-Reconfigure Taxiway A Lighting/Signage (Taxiway F at Runway 22 Approach)
-Reconfigure Taxiway F Lighting (Removed Run-up area on Taxiway F)
-New PAPI for Runway 11L approach
-Relocate lights/signage for Taxiway F and connector Taxiways A, D, F1 and F2
-Install new and replace existing taxiway lights with L-861T LED on all taxiways
-Install new L-861 LED lights on Runway 11L-29R
-Replace cable homerun for Runway 11L-29R
-Replace cable homerun for PAPI (11L approach)

Drainage Pipe

-Replace drainage pipes under Runway 11L-29R and Taxiway F
-Extend drainage pipes to edge of 11L-29R Object Free Area
-Replace existing inlets adjacent to Runway 11L-29R and Taxiway F
-Replace existing inlet west of Taxiway A and south of Taxiway A1

The Prime Contractor for construction:

Ranger Construction Industries
4510 Glades Cut-Off Road
Ft. Pierce, Florida 34979-4589

Subcontractors to Ranger Construction:

Acme Barricades – Barricades
All For You Landscaping – Sodding and Erosion Control
Gene's Striping – Airfield Marking
Palmetto Prime – Crack Relief Layer
Paragon Electric – Airfield Lighting

Construction management and inspection services were provided by:

Wilbur Smith Associates
3191 Maguire Blvd., Suite 200
Orlando, FL 32803-3759

Subcontractors to Wilbur Smith Associates:

Page One Consultants, Inc. – Materials Testing

DBE Goals

A DBE goal was not established for this FDOT funded project. However, a "good faith effort" was required to secure DBE participation. The final amounts and percentages are as follows:

Construction (Ranger Construction Industries)
All For You Landscaping - $71,822.50 or 3.01%

Construction Management and Inspection Services (Wilbur Smith Associates)
Page One Consultants, Inc. - $58,031.25 or 30.61%

The overall project DBE percentage = 5.04%

Contract Time and Liquidated Damages

The original contract calendar days to complete the project were 135 days. The original Substantial Completion Date was October 14, 2010. Change Order Number 3 added 45 contract calendar days and brought it to 180 days and adjusted the Substantial Completion Date to November 28, 2010. Due to project completion estimate errors made by the electrical subcontractor the November 28, 2010 Substantial Completion Date was not met. The project attained Substantial Completion on January 14, 2011. Liquidated damages were not assessed as there were no additional costs incurred by the City or State as a result of the extra time required by the contractor to complete the project.

Summary of Over and Under Runs

Bid Schedule A - Civil

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
5	P-157-1	3,563	7,313	+3,750	0.70	SY	2,494.10	5,166.35	+2,672.25
7	P-201-2	82,000	81,990.64	-9.36	2.33	GAL	191,060.00	5,596.00	-754.00
8	P-211-1	3,947	4,117	+170	6.75	SY	26,642.25	27,789.75	+1,147.50
9	P-401-1	6,110	6,087.36	-22.64	88.20	TN	538,902.00	536,905.15	-1,996.85
12	P-626-1	12,125	11,450	-675.00	3.85	SY	46,681.25	44,082.50	-2,598.75

Additive Alternate A-1 - Civil

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
48	D-752-4	1	0	-1	1,640.00	EA	1,640.00	0.00	-1,640.00

Additive Alternate A-3 - Civil

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
54	T-904-1	24,300	37,750	0.95	0.95	SY	23,085.00	35,862.50	+12,777.50

Bid Schedule B - Electrical

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
59	L-108-1	500	470	-30	3.85	LF	1,925.00	1,809.50	-115.50
60	L-108-2	500	440	-60	6.90	LF	3,450.00	3,036.00	-414.00
61	L-108-3	250	150	-100	42.80	LF	1,925.00	1,809.50	-4,280.00
62	L-108-4	250	232	-18	43.85	LF	10,962.50	10,173.20	-789.30
64	L-108-6	5	0	-5	42.10	EA	210.50	0.00	-210.50

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
65	L-108-7	8,900	8,563	-337	0.55	LF	4,895.00	4,709.65	-185.35
66	L-108-8	15,200	14,050	-1,150	1.30	LF	19,760.00	18,265.00	-1,495.00
67	L-108-9	27,500	18,651	-8,849	0.70	LF	19,250.00	13,055.70	-6,194.30
70	L-110-1	24,5000	23,980	-520	2.20	LF	53,900.00	52,756.00	-1,144.00
73	L-110-3	2,250	1,280	-970	10.20	LF	22,950.00	13,056.00	-9,894.00
74	L-110-4	450	114	-336	14.05	LF	6,322.50	1,601.70	-4,720.80
76	L-110-6	27	14	-13	49.10	EA	1,325.70	687.40	-638.30
77	L-110-7	8	10	+2	898.00	EA	7,184.00	8,980.00	+1,796.00
79	L-125-2	20	11	-9	182.00	EA	3,640.00	2,002.00	-1,638.00
80	L-125-3	12	14	+2	812.00	EA	9,744.00	11,368.00	+1,624.00
83	L-125-6	5	4	-1	758.00	EA	3,790.00	3,032.00	-758.00
93	L-125-16	3	7	+3	770.00	EA	2,310.00	5,390.00	+3,080.00
101	L-125-24	4	2	-2	901.00	EA	3,604.00	1,802.00	-1,802.00

Change Order #3 – Electrical

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
110	L-108-5	11	16	+5	68.15	EA	749.65	1,090.40	+340.75
112	L-108-9	11,500	12,169	+669	0.70	LF	8,050.00	8,518.30	+468.30
115	L-110-3	700	543	-157	10.20	EA	7,140.00	5,538.60	-1,601.40
116	L-110-6	10	11	+1	49.10	EA	491.00	540.10	+49.10
120	L-867B	97	98	+1	737.50	EA	71,537.50	72,275.00	+737.50

Changes Ordered and Reasons Ordered

Bid Schedule A - Civil

Item Change No.	Description of Change
5	**ADD** 3,750 square yards of Pavement Removal per the request of the Airport Director. (Along Runway 4-22, south of Taxiway A-2).
7	**DELETE** 9.36 gallons of emulsified asphalt. The actual quantity required is less than that estimated during design.
8	**ADD** 170 square yards Limerock Base Course – 6" Thick, per the request of the Airport Director. (Along Runway 4-22, south of Taxiway A-2).
9	**DELETE** 22.64 tons of Bituminous Surface Course (2") asphalt. The actual quantity required is less than that estimated during the pavement design.
12	**DELETE** 675 square yards of Slurry Seal (Crack Relief, 3/4"). The actual quantity required is less than that estimated during the pavement design.

Additive Alternate A-1 - Civil

Item Change No.	Description of Change
48	**DELETE** 1 each Connect to Existing Concrete Endwall, 42" RCP, Double Pipe. The actual quantity required is less than that identified in the field survey and estimated during stormwater drainage design.

Additive Alternate A-3 - Civil

Item Change No.	Description of Change
54	**ADD** 13,450 square yards of Sodding per the direction of Airport Staff. Additional areas of soil erosion not originally included in the project were identified.

Bid Schedule B - Electrical

Item Change No.	Description of Change
59	**DELETE** 30 linear feet of Hand Excavate Minimum 8" Wide x 28" Deep In Earth. The actual quantity required is less than that estimated during design.
60	**DELETE** 60 linear feet of Hand Excavate Minimum 18" Wide x 36" Deep In Earth. The actual quantity required is less than that estimated during design.
61	**DELETE** 100 linear feet of Saw Cut and Hand Excavate Minimum 8" Wide x 28" Deep In Existing Full Strength Pavement. The actual quantity required is less than that estimated during design.
62	**DELETE** 18 linear feet of Saw Cut and Hand Excavate 18" Wide x 36" Deep In Existing Full Strength Pavement. The actual quantity required is less than that estimated during design.
64	**DELETE** 5 each 10' Additional Ground Rod Sections. Field modifications resulted in a design which did not require the use of the 10' Additional Ground Rod Sections.
65	**DELETE** 337 linear feet of #6 Bare AWG Counterpoise Conductor Installed In Trench Not Parallel to Edge of Pavement. The actual quantity required is less than that estimated during design.
66	**DELETE** 1,150 linear feet of #6 Bare AWG Solid Counterpoise Conductor Installed In Counterpoise Trench Parallel to Edge of Pavement. Field modifications resulted in a design which reduced the linear feet required.
67	**DELETE** 8,849 linear feet of #8, 5KV, L-824 Conductor Installed In New and Existing Conduit / Ductbank / Manhole System. Field modifications resulted in a design which reduced the linear feet required.
71	**DELETE** 520 linear feet of 1-2" Schedule 40 PVC Conduit Direct Buried In Earth Complete, In Place. Field modifications resulted in a design which reduced the linear feet required.
73	**DELETE** 970 linear feet of 1-2" Schedule 40 PVC Conduit Directional Bored 36" Deep Beneath Existing Full Strength and Shoulder Pavements. Field modifications resulted in a design which reduced the linear feet required.
74	**DELETE** 336 linear feet of 1-4" Schedule 40 PVC Conduit Installed In New Full Strength Pavement Complete, In Place. Field modifications resulted in a design which reduced the linear feet required.

76 **DELETE** 13 each Intercept Existing Conduit System and Connect to New Conduit System and Extend Circuit. Field modifications resulted in a design which reduced the number required.

77 **ADD** 2 each Intercept Existing 2W4" Ductbank System and Connect to New Conduit Systems and Extend Circuit. Due to the condition of existing electrical equipment being in worse condition than originally believed, the actual quantity required is more than that estimated.

79 **DELETE** 9 each Intercept Existing Circuit Conductors In Existing Base Can / Manhole / Junction Can and Extend Circuits. Field modifications resulted in a design which reduced the number required combined with the actual quantity required being less than that estimated during design.

80 **ADD** 2 each Intercept Existing Sign Pad In Earth / Existing Pavement, Connect to Conduit System and Extend Circuit. The actual quantity required is more than that estimated during design.

83 **DELETE** 1 each L-867 16" Diameter x 24" Deep Junction Can With Cover Installed In Earth / Rock. The actual quantity required is less than that estimated during design.

93 **ADD** 4 each Removal of Existing Guidance Sign and Concrete Base, Complete. Due to the condition of existing electrical equipment being in worse condition than originally believed, the actual quantity required is more than that estimated.

101 **DELETE** 2 each New L-861 LED Taxiway Elevated Edge Light and Base Can In Earth / Rock. Field modifications resulted in a design which reduced the number required.

110 **ADD** 5 each 3/4" x 20' Ground Rods Connected to Counterpoise at 500'. Additional sections were required to achieve megohm resistance readings per the specification.

112 **ADD** 669 linear feet of #8, 5KV, L-824 Conductor Installed In New and Existing Conduit / Ductbank / Manhole System. Additional medium taxiway lights were identified by Airport Staff as requiring replacement, which resulted in an increase of cable.

115 **DELETE** 157 linear feet of 1-2" Schedule 40 PVC Conduit Directional Bored 36" Deep Beneath Existing Full Strength and Shoulder Pavements.. Field modifications resulted in a design which reduced the number of linear feet required.

116 **ADD** 1 each Intercept Existing Conduit System and Connect to New Conduit System and Extend Circuit. Due to the condition of existing electrical equipment

being in worse condition than originally believed, the actual quantity required is more than that estimated.

120 **ADD** 1 each L-867B 12X24 Base Class 1A Installed in Earth. Due to the condition of existing electrical equipment being in worse condition than originally believed, the actual quantity required is more than that estimated.

Summary of Contract Change Orders

Original Bid	$1,938,527,82
Change Order No. 1	$ 37,136.00
Change Order No. 2	$ 10,602.00
Change Order No. 3	$ 393,835.00
Change Order No. 4	$ 23,361.00
Final Quantities Change Order	$ (17,492.21)
Final Amount	**$2,385,969.61**

Change Order No. 1: Provided for the procurement of 2 each lighted Runway Closure Markers which were turned over to the Airport.

Change Order No. 2: Provided for the removal and replacement of damaged storm inlets. One south of Taxiway A1 and west of Taxiway A; One north of Runway 11L-29R near the windcone; and one south of Taxiway F near the east run-up area.

Change Order No. 3: Provided for the removal and replacement of all remaining airport incandescent (quartz) taxiway edge lights with the new light emitting diode (LED) technology lights.

Change Order No. 4: Provided for the removal and replacement of the existing Runway 11L-29R incandescent (quartz) runway edge lights with the new light emitting diode (LED) technology runway edge lights.

Final Quantities CO: Adjusted the bid quantities to the final in-place constructed quantities as reflected in the final pay application No. 8.

Summary of Contractor's Application for Payment

Pay Application No. 1	$ 188,546.63
Pay Application No. 2	$ 170,518.91
Pay Application No. 3	$ 293,108.51
Pay Application No. 4	$ 332,825.65
Pay Application No. 5	$ 670,173.88
Pay Application No. 6	$ 192,327.12
Pay Application No. 7	$ 299,871.95
Pay Application No. 8 (Final)	$ 238,596.96
TOTAL:	**$2,385,969.61**

Summary of Material Testing

P-152 Excavation and Embankment:
All material placed was tested and in compliance with the specifications. The Field Compaction Reports are appended.

P-210 Cold In-Place Recycled Bituminous Base Course:
All material placed was tested and in compliance with the specifications. The Field Compaction Reports are appended.

P-211 Limerock Base Course:
All material placed was tested and in compliance with the specifications. The Field Compaction Reports are appended.

LBR 40 Stabilized Subgrade:
All material placed was tested and in compliance with the specifications. The Field Compaction Reports and Limerock Bearing Ratio test results are appended.

P-401 Plant Mix Bituminous Pavements (Superpave):
All material placed was tested and in compliance with the specifications. The test reports are appended.

P-610 Structural Portland Cement Concrete:
All material placed was tested and in compliance with the specifications. The Compressive Strength of Concrete Test Specimens reports are appended.

Material Testing Costs

Page One Consultants, Inc.	Percent of Construction	$58,031.25 or 2.43%

Resident Inspection Costs

1005.0 Man-hours from 5/14/2010 to 12/17/2010 @ $105/hour =	$105,525.00
Mileage =	$ 11,230.00
Project Management =	$ 13,811.00
Expenses =	$ 997.00
Total =	$131,563.00
% of Construction =	5.51%

Inspections

A final inspection was held on October 13, 2010 with representatives of the City and Contractor. No deficient items were noted.

Recommendations for Final Acceptance

All work was accomplished in substantial conformance to the plans and specifications. There are no outstanding items of work to complete, therefore I recommend final acceptance of the project.

Wesley L. Teel
Aviation Project Manager

Appendix A

Materials Testing Reports

PAGE ONE CONSULTANTS, INCORPORATED

ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Taxiway F, Storm Sewer Drainage Pipe								
							Between STR S-3 and S-4, 30" RCP								
1	06/28/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 220+62, 11' Right of CL	10-0226	108.0	14.0	109.0	6.9	101%	100%	PASS
2	06/28/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 220+52, 8' Left of CL	10-0226	108.0	14.0	107.9	6.8	100%	100%	PASS
3	06/28/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 220+63, 10' Left of CL	10-0226	108.0	14.0	107.5	5.0	100%	100%	PASS
4	06/28/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 220+54, 7' Right of CL	10-0226	108.0	14.0	110.7	7.2	103%	100%	PASS
5	06/28/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 220+58, 5' Left of CL	10-0226	108.0	14.0	110.8	8.0	103%	100%	PASS
6	06/28/10	SD	Pipe Backfill (P-152)	A	D-6938	4+5	STA 220+64, 6' Right of CL	10-0226	108.0	14.0	109.0	8.4	101%	100%	PASS
							Between STR S-7 and S-6, 23x14 ERCP								
7	06/29/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 229+96, 8' Left of CL	10-0228	109.0	12.0	108.6	12.2	100%	100%	PASS
8	06/29/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 230+03, 28' Right of CL	10-0228	109.0	12.0	110.1	11.0	101%	100%	PASS
9	06/29/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 230+01, 10' Left of CL	10-0228	109.0	12.0	108.9	10.4	100%	100%	PASS
10	06/29/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 229+99, 22' Right of CL	10-0228	109.0	12.0	110.1	11.8	101%	100%	PASS
11	06/29/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 229+97, 68' Left of CL	10-0228	109.0	12.0	108.8	12.2	100%	100%	PASS
12	06/29/10	SD	Pipe Backfill (P-152)	A	D-6938	4+5	STA 230+02, 50' Left of CL	10-0228	109.0	12.0	109.8	10.2	101%	100%	PASS
							Runway 11L/29R, Storm Sewer Drainage Pipe								
							Between STR S-6 and S-5, 24" RCP								
13	06/30/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 130+22, 50' Right of CL	10-0228	109.0	12.0	110.0	10.8	101%	100%	PASS
14	06/30/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 130+27, 10' Left of CL	10-0228	109.0	12.0	111.1	11.6	102%	100%	PASS
15	06/30/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 130+17, 20' Right of CL	10-0228	109.0	12.0	108.9	9.7	100%	100%	PASS
16	06/30/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 130+28, 12' Left of CL	10-0228	109.0	12.0	109.7	10.2	101%	100%	PASS
17	06/30/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 130+13, 51' Right of CL	10-0228	109.0	12.0	109.7	11.8	101%	100%	PASS
18	06/30/10	SD	Pipe Backfill (P-152)	A	D-6938	4+5	STA 130+29, 42' Left of CL	10-0228	109.0	12.0	108.5	9.4	100%	100%	PASS
							Runway 11L/29R, Electrical Conduit								
19	06/30/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 18+00, 10' R from Edge of Runway	10-0227	106.0	14.0	103.7	3.0	98%	98%	PASS
20	06/30/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 24+10, 11' R from Edge of Runway	10-0227	106.0	14.0	104.9	3.5	99%	98%	PASS
21	07/01/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 15+00, 9' R from Edge of Runway	10-0227	106.0	14.0	103.8	[illegible]	98%	98%	PASS
22	07/01/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 21+77, 12' R from Edge of Runway	10-0227	106.0	14.0	104.2	[illegible]	99%	98%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Electrical Conduit
C)
D)
E)
F)

Total Number of Tests	22
Passed	22
Failed	0

PROCTOR INFORMATION			
Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0

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Todd N. Zimmerman, P.E. - FL Registration No. 46037

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PAGE ONE CONSULTANTS, INCORPORATED

ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 11L/29R, Removal of Existing End Wall								
23	07/01/10	SD	Imported Backfill (P-152)	C	D-6938	0+1	STA 30+30, 18' Left of Survey BL	10-0228	109.0	12.0	108.9	9.7	100%	100%	PASS
24	07/01/10	SD	Imported Backfill (P-152)	C	D-6938	1+2	STA 30+24, 44' Left of Survey BL	10-0228	109.0	12.0	110.5	10.6	101%	100%	PASS
25	07/01/10	SD	Imported Backfill (P-152)	C	D-6938	2+3	STA 30+39, 53' Left of Survey BL	10-0228	109.0	12.0	109.0	10.0	100%	100%	PASS
26	07/01/10	SD	Imported Backfill (P-152)	C	D-6938	3+4	STA 30+25, 12' Left of Survey BL	10-0228	109.0	12.0	109.4	11.0	100%	100%	PASS
							Taxiway F, Storm Sewer Drainage Pipe								
							Between STR S-2 and S-1, 30" RCP								
27	07/02/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 214+32, 37' Left of CL	10-0226	108.0	14.0	109.0	9.4	101%	100%	PASS
28	07/02/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 214+36, 10' Left of CL	10-0226	108.0	14.0	110.0	10.2	102%	100%	PASS
29	07/02/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 214+37, 19' Right of CL	10-0226	108.0	14.0	109.0	10.4	101%	100%	PASS
30	07/02/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 214+40, 50' Right of CL	10-0226	108.0	14.0	108.5	9.4	100%	100%	PASS
31	07/02/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 214+37, 40' Right of CL	10-0226	108.0	14.0	110.2	11.6	102%	100%	PASS
32	07/02/10	SD	Pipe Backfill (P-152)	A	D-6938	4+5	STA 214+39, 52' Right of CL	10-0226	108.0	14.0	109.1	10.8	101%	100%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Electrical Conduit
C) 0 = Bottom of Excavation
D)
E)
F)

Total Number of Tests	10
Passed	10
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0

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FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Storm Sewer Drainage Pipe, Btw.								
							Existing Pipe to New End Wall S-9								
							36" RCP								
33	07/07/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 47+15, 12' Left from Survey BL	10-0228	109.0	12.0	108.9	8.4	100%	100%	PASS
34	07/07/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 47+29, 11' Left from Survey BL	10-0228	109.0	12.0	110.0	9.2	101%	100%	PASS
35	07/07/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 47+31, 38' Left from Survey BL	10-0228	109.0	12.0	109.0	7.4	100%	100%	PASS
36	07/07/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 47+22, 42' Left from Survey BL	10-0228	109.0	12.0	111.2	10.0	102%	100%	PASS
37	07/07/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 47+35, 61' Left from Survey BL	10-0228	109.0	12.0	110.0	10.6	101%	100%	PASS
38	07/07/10	SD	Pipe Backfill (P-152)	A	D-6938	4+5	STA 47+18, 79' Left from Survey BL	10-0228	109.0	12.0	110.4	11.4	101%	100%	PASS
39	07/07/10	SD	Pipe Backfill (P-152)	A	D-6938	5+6	STA 47+33, 77' Left from Survey BL	10-0228	109.0	12.0	110.1	10.8	101%	100%	PASS
40	07/07/10	SD	Pipe Backfill (P-152)	A	D-6938	6+7	STA 47+20, 82' Left from Survey BL	10-0228	109.0	12.0	109.0	9.7	100%	100%	PASS
							Runway 11L/29R - 1C/1W2"								
							Elevated Runway Threshold Lights								
41	07/07/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 11+00, 50' Right from Survey BL	10-0227	106.0	14.0	105.9	5.8	100%	98%	PASS
42	07/07/10	SD	Pipe Backfill (P-152)	B	D-6938	1+2	STA 11+00, 78' Right from Survey BL	10-0227	106.0	14.0	104.8	6.2	99%	98%	PASS
43	07/07/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 11+00, 118' Right from Survey BL	10-0227	106.0	14.0	104.9	5.5	99%	98%	PASS
44	07/07/10	SD	Pipe Backfill (P-152)	B	D-6938	1+2	STA 11+00, 133' Right from Survey BL	10-0227	106.0	14.0	103.8	7.0	98%	98%	PASS
							Taxiway D, 1F/2W4								
45	07/07/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 17+24, 198' Right from Survey BL	10-0226	108.0	14.0	108.6	12.0	101%	98%	PASS
46	07/07/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 16+76, 198' Right from Survey BL	10-0226	108.0	14.0	107.9	11.4	100%	98%	PASS
							Runway 11L/29R, Electrical Conduit Pipe								
47	07/07/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 12+40, 9' Left from Edge of Runway	10-0227	106.0	14.0	104.8	6.9	99%	98%	PASS
							Storm Sewer Drainage Pipe, Btw.								
							Existing Pipe to New End Wall S-9								
48	07/08/10	SD	Pipe Backfill (P-152)	A	D-6938	7+8	STA 47+16, 87' Left from Survey BL	10-0228	109.0	12.0	108.9	9.4	100%	100%	PASS
49	07/08/10	SD	Pipe Backfill (P-152)	A	D-6938	8+9	STA 47+28, 80' Left from Survey BL	10-0228	109.0	12.0	111.1	11.2	102%	100%	PASS
50	07/08/10	SD	Pipe Backfill (P-152)	A	D-6938	9+10	STA 47+19, 22' Left from Survey BL	10-0228	109.0	12.0	110.1	10.4	101%	100%	PASS
51	07/08/10	SD	Pipe Backfill (P-152)	A	D-6938	10+11	STA 47+30, 29' Left from Survey BL	10-0228	109.0	12.0	109.0	10.0	100%	100%	PASS
52	07/08/10	SD	Pipe Backfill (P-152)	A	D-6938	11+12	STA 47+21, 84' Left from Survey BL	10-0228	109.0	12.0	110.0	11.0	101%	100%	PASS
53	07/08/10	SD	Pipe Backfill (P-152)	A	D-6938	12+13	STA 47+34, 88' Left from Survey BL	10-0228	109.0	12.0	109.8	12.2	101%	100%	PASS

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D)
E)
F)

Total Number of Tests	21
Passed	21
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0

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ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 11L/29R								
							Electrical Conduit Pipe								
54	07/08/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 13+20, 8' L from Edge of Runway	10-0227	106.0	14.0	103.8	6.2	98%	98%	PASS
55	07/08/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 12+10, 8' R from Edge of Runway	10-0227	106.0	14.0	104.9	7.0	99%	98%	PASS
							Runway 11L/29R								
							Electrical Conduit Pipe, 2"								
56	07/09/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 15+50, 8' L from Edge of Runway	10-0227	106.0	14.0	104.9	5.8	99%	98%	PASS
57	07/09/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 16+20, 8' R from Edge of Runway	10-0227	106.0	14.0	103.8	6.4	98%	98%	PASS
58	07/09/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 13+30, 8' R from Edge of Runway	10-0227	106.0	14.0	104.8	7.0	99%	98%	PASS
59	07/09/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 15+10, 8' R from Edge of Runway	10-0227	106.0	14.0	104.4	6.6	98%	98%	PASS
60	07/09/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 12+50, 8' L from Edge of Runway	10-0227	106.0	14.0	105.9	6.9	100%	98%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D)
E)
F)

Total Number of Tests	7
Passed	7
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist.
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0

TODD N ZIMMERMAN LICENSE No 46037 STATE OF FLORIDA PROFESSIONAL ENGINEER

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ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 11L/29R								
							Electrical Conduit Pipe - 2"								
61	07/12/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 19+50, 8' R from Edge of Runway	10-0227	106.0	14.0	103.7	3.0	98%	98%	PASS
62	07/12/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 23+50, 8' R from Edge of Runway	10-0227	106.0	14.0	104.9	2.8	99%	98%	PASS
63	07/12/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 19+10, 8' L from Edge of Runway	10-0227	106.0	14.0	104.9	3.6	99%	98%	PASS
64	07/12/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 22+48, 8' L from Edge of Runway	10-0227	106.0	14.0	104.8	3.0	99%	98%	PASS
65	07/12/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 16+80, 8' L from Edge of Runway	10-0227	106.0	14.0	105.6	4.0	100%	98%	PASS
							Taxiway F/Storm Sewer Drainage Pipe								
							Btw. STA 238+12 and 237+77								
							Twin 42" RCP								
66	07/12/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 237+98, 20' Right of CL	10-0226	108.0	14.0	108.2	5.0	100%	100%	PASS
67	07/12/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 238+12, 18' Right of CL	10-0226	108.0	14.0	108.0	5.0	100%	100%	PASS
68	07/12/10	SD	Pipe Backfill (P-152)	A	D-6938	4+5	STA 237+93, 23' Right of CL	10-0226	108.0	14.0	109.5	5.8	101%	100%	PASS
69	07/12/10	SD	Pipe Backfill (P-152)	A	D-6938	4+5	STA 238+09, 21' Right of CL	10-0226	108.0	14.0	109.2	7.2	101%	100%	PASS
70	07/12/10	SD	Pipe Backfill (P-152)	A	D-6938	7+8	STA 237+90, 29' Right of CL	10-0226	108.0	14.0	108.5	6.9	100%	100%	PASS
71	07/12/10	SD	Pipe Backfill (P-152)	A	D-6938	10+11	STA 237+87, 32' Right of CL	10-0226	108.0	14.0	109.2	8.0	101%	100%	PASS
72	07/12/10	SD	Pipe Backfill (P-152)	A	D-6938	12+13	STA 237+77, 53' Right of CL	10-0226	108.0	14.0	110.1	8.7	102%	100%	PASS
							Btw. STA 237+72 and 237+15								
73	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 237+72, 18' Right of CL	10-0226	108.0	14.0	108.0	8.6	100%	100%	PASS
74	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 237+86, 12' Right of CL	10-0226	108.0	14.0	109.2	8.4	101%	100%	PASS
75	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 237+70, 8' Right of CL	10-0226	108.0	14.0	107.8	7.7	100%	100%	PASS
76	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 237+84, 6' Right of CL	10-0226	108.0	14.0	109.1	7.2	101%	100%	PASS
77	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 237+67, 2' Right of CL	10-0226	108.0	14.0	109.0	9.0	101%	100%	PASS
78	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 237+81, 0' on CL	10-0226	108.0	14.0	108.1	8.4	100%	100%	PASS
79	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 237+60, 6' Left of CL	10-0226	108.0	14.0	108.7	8.8	101%	100%	PASS
80	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 237+72, 8' Left of CL	10-0226	108.0	14.0	108.3	6.6	100%	100%	PASS
81	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 237+45, 15' Left of CL	10-0226	108.0	14.0	109.2	7.0	101%	100%	PASS
82	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 237+66, 22' Left of CL	10-0226	108.0	14.0	109.1	8.0	101%	100%	PASS
							END OF REPORT								

DEPTH REFERENCE:
A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D)
E)
F)

Total Number of Tests	22
Passed	22
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0

TODD N. ZIMMERMAN LICENSE No. 46037 STATE OF FLORIDA PROFESSIONAL ENGINEER

7/24/10

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ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/FAIL
							Taxiway F/Storm Sewer Drainage Pipe								
							Btw. STA 237+72 and 237+15								
							Twin 42" RCP								
83	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	4+5	STA 237+44, 28' Left of CL	10-0226	108.0	14.0	109.0	7.7	101%	100%	PASS
84	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	5+6	STA 237+50, 35' Left of CL	10-0226	108.0	14.0	110.1	8.8	102%	100%	PASS
85	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	6+7	STA 237+34, 32' Left of CL	10-0226	108.0	14.0	108.0	8.2	100%	100%	PASS
86	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	7+8	STA 237+43, 48' Left of CL	10-0226	108.0	14.0	109.0	7.6	101%	100%	PASS
87	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	8+9	STA 237+28, 36' Left of CL	10-0226	108.0	14.0	109.0	8.3	101%	100%	PASS
88	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	9+10	STA 237+35, 54' Left of CL	10-0226	108.0	14.0	109.0	7.6	101%	100%	PASS
89	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	10+11	STA 237+23, 41' Left of CL	10-0226	108.0	14.0	107.8	7.5	100%	100%	PASS
90	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	11+12	STA 237+27, 60' Left of CL	10-0226	108.0	14.0	108.8	9.4	101%	100%	PASS
91	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	12+13	STA 237+15, 48' Left of CL	10-0226	108.0	14.0	109.0	8.3	101%	100%	PASS
							Btw. STA 237+02 and 236+54								
92	07/14/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 237+02, 57' Left of CL	10-0226	108.0	14.0	109.0	6.5	101%	100%	PASS
93	07/14/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 237+17, 62' Left of CL	10-0226	108.0	14.0	109.1	7.8	101%	100%	PASS
94	07/14/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 236+96, 78' Left of CL	10-0226	108.0	14.0	108.8	9.0	101%	100%	PASS
95	07/14/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 237+08, 76' Left of CL	10-0226	108.0	14.0	108.3	8.8	100%	100%	PASS
96	07/14/10	SD	Pipe Backfill (P-152)	A	D-6938	6+7	STA 236+76, 85, Left of CL	10-0226	108.0	14.0	108.5	6.4	100%	100%	PASS
97	07/14/10	SD	Pipe Backfill (P-152)	A	D-6938	10+11	STA 236+79, 100' Left of CL	10-0226	108.0	14.0	108.1	7.4	100%	100%	PASS
98	07/14/10	SD	Pipe Backfill (P-152)	A	D-6938	12+13	STA 236+54, 108' Left of CL	10-0226	108.0	14.0	108.5	9.2	100%	100%	PASS
							Runway 11L/29R								
							Electrical Conduit Pipe - 2"								
99	07/14/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 28+49, 8' L from Edge of Runway	10-0227	106.0	14.0	104.8	6.9	99%	98%	PASS
100	07/14/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 34+12, 8' L from Edge of Runway	10-0227	106.0	14.0	105.9	7.4	100%	98%	PASS
101	07/14/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 29+49, 8' R from Edge of Runway	10-0227	106.0	14.0	106.2	6.6	100%	98%	PASS
102	07/14/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 33+12, 8' R from Edge of Runway	10-0227	106.0	14.0	106.0	7.7	100%	98%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D)
E)
F)

Total Number of Tests	20
Passed	20
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0

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ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 11L/29R								
							Electrical Conduit Pipe - 2"								
103	07/14/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 18+20, 8' R from Edge of Runway	10-0227	106.0	14.0	104.9	5.8	99%	98%	PASS
104	07/14/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 21+62, 8' R from Edge of Runway	10-0227	106.0	14.0	106.4	6.4	100%	98%	PASS
105	07/14/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 20+50, 8' L from Edge of Runway	10-0227	106.0	14.0	105.9	6.0	100%	98%	PASS
106	07/14/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 25+52, 8' L from Edge of Runway	10-0227	106.0	14.0	106.5	7.0	100%	98%	PASS
							Taxiway F/Storm Sewer Drainage Pipe								
							Btw. STA 136+51 and 136+16								
							Twin 42" RCP								
107	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 136+51, 122' Right of CL	10-0226	108.0	14.0	107.9	7.3	100%	100%	PASS
108	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 136+64, 118' Right of CL	10-0226	108.0	14.0	110.1	6.8	102%	100%	PASS
109	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 136+35, 114' Right of CL	10-0226	108.0	14.0	110.1	8.4	102%	100%	PASS
110	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 136+55, 102' Right of CL	10-0226	108.0	14.0	107.9	8.2	100%	100%	PASS
111	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	5+7	STA 136+34, 85' Right of CL	10-0226	108.0	14.0	108.5	7.8	100%	100%	PASS
112	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	9+10	STA 136+29, 36' Right of CL	10-0226	108.0	14.0	109.4	7.7	101%	100%	PASS
113	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	12+13	STA 136+16, 40' Right of CL	10-0226	108.0	14.0	108.2	6.8	100%	100%	PASS
							Taxiway A/Electrical Conduit Pipe -2"								
							1-F2W4								
114	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 10+96, 198' Right of Survey BL	10-0227	106.0	14.0	104.3	3.4	98%	98%	PASS
115	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 11+40, 198' Right of Survey BL	10-0227	106.0	14.0	105.3	4.0	99%	98%	PASS
116	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 10+96, 198' Right of Survey BL	10-0227	106.0	14.0	105.9	6.0	100%	98%	PASS
117	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 11+40, 198' Right of Survey BL	10-0227	106.0	14.0	106.1	6.7	100%	98%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D)
E)
F)

Total Number of Tests	15
Passed	15
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist.
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0

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ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Taxiway F/Storm Sewer Drainage Pipe								
							Btw. STA 136+11 and 135+73								
							Twin 42" RCP								
118	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 136+11, 85' Right of CL	10-0226	108.0	14.0	107.9	6.2	100%	100%	PASS
119	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 136+27, 78' Right of CL	10-0226	108.0	14.0	109.0	7.7	101%	100%	PASS
120	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 136+02, 73' Right of CL	10-0226	108.0	14.0	109.3	6.9	101%	100%	PASS
121	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 136+16, 70' Right of CL	10-0226	108.0	14.0	109.2	6.5	101%	100%	PASS
122	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	7+8	STA 135+91, 82' Right of CL	10-0226	108.0	14.0	108.9	7.8	101%	100%	PASS
123	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	10+11	STA 135+98, 49' Right of CL	10-0226	108.0	14.0	108.0	7.2	100%	100%	PASS
124	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	12+13	STA 135+73, 41' Right of CL	10-0226	108.0	14.0	109.0	8.4	101%	100%	PASS
							Taxiway F-2/ 2" Electrical Conduit								
							1-F2W4								
125	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 25+68, 196' Right of CL	10-0227	106.0	14.0	104.9	5.5	99%	98%	PASS
126	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 26+18, 196' Right of CL	10-0227	106.0	14.0	103.8	4.2	98%	98%	PASS
127	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 25+68, 196' Right of CL	10-0227	106.0	14.0	106.5	6.9	100%	98%	PASS
128	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 26+18, 196' Right of CL	10-0227	106.0	14.0	105.5	6.0	100%	98%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D)
E)
F)

Total Number of Tests	11
Passed	11
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0

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FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 11L/29R, 42" RCP								
							Storm Sewer Drainage Pipe								
							Btw. STA 135+88 to 135+34								
129	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 135+88, 38' Right of CL	10-0226	108.0	14.0	108.0	6.6	100%	100%	PASS
130	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 135+70, 33' Right of CL	10-0226	108.0	14.0	108.1	7.8	100%	100%	PASS
131	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 135+78, 28' Right of CL	10-0226	108.0	14.0	108.6	8.1	101%	100%	PASS
132	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 135+58, 22' Right of CL	10-0226	108.0	14.0	110.1	9.4	102%	100%	PASS
133	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 135+72, 18' Right of CL	10-0226	108.0	14.0	108.4	8.2	100%	100%	PASS
134	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 135+54, 12' Right of CL	10-0226	108.0	14.0	109.0	7.4	101%	100%	PASS
135	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 135+71, 2' Right of CL	10-0226	108.0	14.0	107.8	8.3	100%	100%	PASS
136	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 135+56, 12' Right of CL	10-0226	108.0	14.0	109.0	6.6	101%	100%	PASS
137	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 135+65, 2' Left of CL	10-0226	108.0	14.0	108.0	5.5	100%	100%	PASS
138	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 135+47, 8' Left of CL	10-0226	108.0	14.0	108.1	6.0	100%	100%	PASS
139	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	4+5	STA 135+66, 21' Left of CL	10-0226	108.0	14.0	108.0	6.9	100%	100%	PASS
140	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	5+6	STA 135+41, 13' Left of CL	10-0226	108.0	14.0	109.2	8.0	101%	100%	PASS
141	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	6+7	STA 135+55, 27' Left of CL	10-0226	108.0	14.0	108.8	7.9	101%	100%	PASS
142	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	7+8	STA 135+34, 16' Left of CL	10-0226	108.0	14.0	107.6	6.7	100%	100%	PASS
							Btw. STA 135+47 to 135+16								
143	07/20/10	SD	Pipe Backfill (P-152)	A	D-6938	8+9	STA 135+47, 30' Left of CL	10-0226	108.0	14.0	108.0	7.0	100%	100%	PASS
144	07/20/10	SD	Pipe Backfill (P-152)	A	D-6938	9+10	STA 135+19, 21' Left of CL	10-0226	108.0	14.0	107.9	8.3	100%	100%	PASS
145	07/20/10	SD	Pipe Backfill (P-152)	A	D-6938	10+11	STA 135+32, 38' Left of CL	10-0226	108.0	14.0	109.1	9.4	101%	100%	PASS
146	07/20/10	SD	Pipe Backfill (P-152)	A	D-6938	11+12	STA 135+5, 31' Left of CL	10-0226	108.0	14.0	108.1	8.8	100%	100%	PASS
147	07/20/10	SD	Pipe Backfill (P-152)	A	D-6938	12+13	STA 135+16, 46' Left of CL	10-0226	108.0	14.0	108.5	7.4	100%	100%	PASS
							Taxiway F								
							New Addition Asphalt Pavement								
148	07/20/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 220+32, 13' Right of CL	10-0260	128.0	9.0	127.9	6.4	100%	100%	PASS
149	07/20/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 223+40, 15' Right of CL	10-0260	128.0	9.0	129.2	7.0	101%	100%	PASS
150	07/20/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 227+35, 12' Right of CL	10-0260	128.0	9.0	128.2	6.7	100%	100%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E)
F)

Total Number of Tests	22
Passed	22
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0
10-0260	D1557	128.0	9.0

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ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Taxiway F/ 2" Electrical Conduit								
151	07/20/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 45+50, 192' Right of Survey BL	10-0227	106.0	14.0	104.8	4.7	99%	98%	PASS
152	07/20/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 46+09, 196' Right of Survey BL	10-0227	106.0	14.0	103.8	5.0	98%	98%	PASS
153	07/20/10	SD	Pipe Backfill (P-152)	B	D-6938	1+2	STA 45+50, 192' Right of Survey BL	10-0227	106.0	14.0	104.9	5.8	99%	98%	PASS
154	07/20/10	SD	Pipe Backfill (P-152)	B	D-6938	1+2	STA 46+09, 196' Right of Survey BL	10-0227	106.0	14.0	105.1	5.0	99%	98%	PASS
							Taxiway F-1/2" Electrical Conduit								
155	07/20/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 37+60, 196' Right of Survey BL	10-0227	106.0	14.0	103.8	2.5	98%	98%	PASS
156	07/20/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 37+10, 194' Right of Survey BL	10-0227	106.0	14.0	104.8	3.0	99%	98%	PASS
157	07/20/10	SD	Pipe Backfill (P-152)	B	D-6938	1+2	STA 37+60, 196' Right of Survey BL	10-0227	106.0	14.0	104.9	2.8	99%	98%	PASS
158	07/20/10	SD	Pipe Backfill (P-152)	B	D-6938	1+2	STA 37+10, 194' Right of Survey BL	10-0227	106.0	14.0	105.0	3.7	99%	98%	PASS
							Runway 11L/29R, 42" RCP								
							Storm Sewer Drainage Pipe								
							Btw. STA 35+07 to 34+54								
159	07/21/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 35+07, 42' Right of Survey BL	10-0226	108.0	14.0	107.9	9.0	100%	100%	PASS
160	07/21/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 34+91, 60' Right of Survey BL	10-0226	108.0	14.0	109.1	9.4	101%	100%	PASS
161	07/21/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 34+98, 31' Right of Survey BL	10-0226	108.0	14.0	109.2	10.0	101%	100%	PASS
162	07/21/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 34+81, 39' Right of Survey BL	10-0226	108.0	14.0	109.6	8.3	101%	100%	PASS
163	07/21/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 34+88, 20' Right of Survey BL	10-0226	108.0	14.0	108.3	7.6	100%	100%	PASS
164	07/21/10	SD	Pipe Backfill (P-152)	A	D-6938	7+8	STA 34+57, 17' Right of Survey BL	10-0226	108.0	14.0	108.4	8.1	100%	100%	PASS
165	07/21/10	SD	Pipe Backfill (P-152)	A	D-6938	12+13	STA 34+54, 3' Left of Survey BL	10-0226	108.0	14.0	108.1	9.0	100%	100%	PASS
							Taxiway F								
							New Addition Asphalt Pavement								
166	07/21/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 231+50, 16' Right of CL	10-0260	128.0	9.0	129.2	7.9	101%	100%	PASS
167	07/21/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 236+40, 12' Right of CL	10-0260	128.0	9.0	130.6	8.0	102%	100%	PASS
168	07/21/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 240+20, 12' Right of CL	10-0260	128.0	9.0	128.0	7.4	100%	100%	PASS
169	07/21/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 238+55, 11' Left of CL	10-0260	128.0	9.0	129.2	8.3	101%	100%	PASS
170	07/21/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 242+50, 12' Left of CL	10-0260	128.0	9.0	128.2	8.4	100%	100%	PASS
171	07/21/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 243+35, 13' Right of CL	10-0260	128.0	9.0	129.2	9.4	101%	100%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E)
F)

Total Number of Tests	21
Passed	21
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0
10-0260	D1557	128.0	9.0

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ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 2R 11L- 1C-1W2								
							2" Electrical Conduit								
172	07/21/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 15+42, 179' Right of Survey BL	10-0227	106.0	14.0	103.9	5.0	98%	98%	PASS
173	07/21/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 15+42, 179' Right of Survey BL	10-0227	106.0	14.0	104.0	4.5	98%	98%	PASS
							Runway 11L/29R, 42" RCP								
							Storm Sewer Drainage Pipe								
							Btw. STA 34+48 to 33+89								
174	07/22/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 34+48, 16' Left of Survey BL	10-0226	108.0	14.0	108.0	6.9	100%	100%	PASS
175	07/22/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 34+29, 6' Left of Survey BL	10-0226	108.0	14.0	109.1	7.5	101%	100%	PASS
176	07/22/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 34+33, 32' Left of Survey BL	10-0226	108.0	14.0	109.5	9.2	101%	100%	PASS
177	07/22/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 34+11, 22' Left of Survey BL	10-0226	108.0	14.0	108.9	8.8	101%	100%	PASS
178	07/22/10	SD	Pipe Backfill (P-152)	A	D-6938	6+7	STA 34+23, 48' Left of Survey BL	10-0226	108.0	14.0	108.1	7.9	100%	100%	PASS
179	07/22/10	SD	Pipe Backfill (P-152)	A	D-6938	11+12	STA 33+89, 38' Left of Survey BL	10-0226	108.0	14.0	110.1	9.4	102%	100%	PASS
							Taxiway F								
							New Addition Asphalt Pavement								
							Btw. STA 701+30 to 245+40								
180	07/22/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 701+30, 20' Left of CL	10-0260	128.0	9.0	128.0	8.8	100%	100%	PASS
181	07/22/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 245+40, 19' Left of CL	10-0260	128.0	9.0	128.2	6.4	100%	100%	PASS
							Taxiway F-1								
							New Addition Asphalt Pavement								
							Btw. STA 601+20 to 600+70								
182	07/22/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 601+20, 12' Right of CL	10-0260	128.0	9.0	129.2	10.0	101%	100%	PASS
183	07/22/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 600+70, 13' Left of CL	10-0260	128.0	9.0	130.7	9.4	102%	100%	PASS
							Taxiway F								
							New Addition Asphalt Pavement								
184	07/23/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 234+48, 11' Left of CL	10-0260	128.0	9.0	127.9	8.0	100%	100%	PASS
185	07/23/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 230+50, 12' Left of CL	10-0260	128.0	9.0	129.4	8.0	101%	100%	PASS
186	07/23/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 222+32, 13' Left of CL	10-0260	128.0	9.0	129.2	7.7	101%	100%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E)
F)

Total Number of Tests	15
Passed	15
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0
10-0260	D1557	128.0	9.0

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ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Btw. Taxiway F and F-2								
							New Addition Asphalt Pavement								
187	07/23/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 226+52, 14' Left of CL	10-0260	128.0	9.0	128.0	10.2	100%	100%	PASS
							Btw. Taxiway F and D								
							New Addition Asphalt Pavement								
188	07/23/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 217+72, 16' Left of CL	10-0260	128.0	9.0	129.2	10.4	101%	100%	PASS
							Taxiway F-2								
							New Addition Asphalt Pavement								
189	07/23/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 501+40, 13' Right of CL	10-0260	128.0	9.0	127.9	9.7	100%	100%	PASS
190	07/23/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 500+32, 29' Left of CL	10-0260	128.0	9.0	128.1	9.0	100%	100%	PASS
							Taxiway A/ 2" Electrical Conduit								
191	07/26/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 11+00, 262' Left of Survey BL	10-0227	106.0	14.0	103.8	4.8	98%	98%	PASS
192	07/26/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 11+62, 290' Right of Survey BL	10-0227	106.0	14.0	103.8	5.0	98%	98%	PASS
193	07/26/10	SD	Pipe Backfill (P-152)	B	D-6938	1+2	STA 11+00, 262' Left of Survey BL	10-0227	106.0	14.0	104.8	5.2	99%	98%	PASS
194	07/26/10	SD	Pipe Backfill (P-152)	B	D-6938	1+2	STA 11+62, 290' Right of Survey BL	10-0227	106.0	14.0	103.9	5.4	98%	98%	PASS
							Taxiway A								
							Btw. STA 302+60 to 301+30								
195	07/27/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 302+60, 13' Right of CL	10-0260	128.0	9.0	127.9	6.9	100%	100%	PASS
196	07/27/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 301+30, 16' Left of CL	10-0260	128.0	9.0	128.0	7.4	100%	100%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E)
F)

Total Number of Tests	10
Passed	10
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0
10-0260	D1557	128.0	9.0

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FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates

PROJECT: Vero Beach Municipal Airport

PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Greenway Area								
197	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 240+65, 40' Left of CL	10-0277	116.0	10.0	115.9	6.0	100%	100%	PASS
198	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 241+08, 95' Left of CL	10-0277	116.0	10.0	116.1	6.2	100%	100%	PASS
199	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 241+70, 175' Left of CL	10-0277	116.0	10.0	115.9	7.4	100%	100%	PASS
200	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 242+60, 37' Left of CL	10-0277	116.0	10.0	117.1	6.9	101%	100%	PASS
201	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 243+22, 115' Left of CL	10-0277	116.0	10.0	115.7	7.6	100%	100%	PASS
202	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 243+65, 180' Left of CL	10-0277	116.0	10.0	116.1	9.0	100%	100%	PASS
203	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 244+60, 45' Left of CL	10-0277	116.0	10.0	115.6	7.2	100%	100%	PASS
204	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 245+45, 110' Left of CL	10-0277	116.0	10.0	117.2	7.9	101%	100%	PASS
205	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 244+90, 170' Left of CL	10-0277	116.0	10.0	115.9	7.7	100%	100%	PASS
206	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 39+55, 20' Left of Survey BL	10-0277	116.0	10.0	117.0	10.6	101%	100%	PASS
207	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 40+35, 40' Right of Survey BL	10-0277	116.0	10.0	115.9	9.4	100%	100%	PASS
208	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 42+30, 15' Left of Survey BL	10-0277	116.0	10.0	117.1	10.0	101%	100%	PASS
209	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 43+00, 30' Right of Survey BL	10-0277	116.0	10.0	116.3	8.8	100%	100%	PASS
210	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 43+55, 45' Right of Survey BL	10-0277	116.0	10.0	117.1	8.7	101%	100%	PASS
211	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 45+55, 25' Left of Survey BL	10-0277	116.0	10.0	118.2	11.0	102%	100%	PASS
212	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 46+10, 37' Right of Survey BL	10-0277	116.0	10.0	115.8	9.7	100%	100%	PASS
213	08/12/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 246+35, 22' Right of CL	10-0291	125.0	8.0	124.4	6.4	100%	100%	PASS
214	08/12/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 247+15, 15' Left of CL	10-0291	125.0	8.0	126.3	8.0	101%	100%	PASS
215	08/12/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 247+80, 30' Right of CL	10-0291	125.0	8.0	126.0	7.8	101%	100%	PASS
216	08/12/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 146+40, 75' Right of CL	10-0291	125.0	8.0	124.7	5.8	100%	100%	PASS
217	08/12/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 147+25, 105' Right of CL	10-0291	125.0	8.0	125.0	8.4	100%	100%	PASS
218	08/12/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 147+85, 165' Right of CL	10-0291	125.0	8.0	124.4	7.6	100%	100%	PASS
219	08/12/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 46+65, 35' Left of Survey BL	10-0291	125.0	8.0	125.0	6.2	100%	100%	PASS
220	08/12/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 47+12, 30' Right of Survey BL	10-0291	125.0	8.0	127.5	9.0	102%	100%	PASS
221	08/12/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 47+85, 55' Right of Survey BL	10-0291	125.0	8.0	126.5	8.7	101%	100%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E) 0 = Top of Stabilized Subgrade
F)

Total Number of Tests	25
Passed	25
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0
10-0277	D1557	116.0	10.0
10-0291	D1557	125.0	8.0

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FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Inches)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Taxiway F- Btw. STA 212+55 & 216+35 (Test Strip-Failed)								
222	08/23/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 212+55, 10' Left of CL	10-0298	127.0	8.0	121.1	4.2	95%	98%	FAIL
223	08/23/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 213+75, 12' Left of CL	10-0299	124.0	7.0	121.5	4.0	98%	98%	PASS
224	08/23/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 215+30, 11' Left of CL	10-0299	124.0	7.0	121.3	6.1	98%	98%	PASS
225	08/23/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 216+35, 10' Left of CL	10-0299	124.0	7.0	123.0	5.0	99%	98%	PASS
							Runway 11L/29R, Rehab Extension								
							Asphalt Pavement with Cold In Place Recycle								
							Btw. STA 113+52 - 134+20								
226	08/25/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 113+52, 38' Left of CL	10-0299	124.0	7.0	121.2	5.6	98%	98%	PASS
227	08/25/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 118+35, 38' Left of CL	10-0299	124.0	7.0	120.9	6.0	98%	98%	PASS
228	08/25/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 123+70, 38' Left of CL	10-0299	124.0	7.0	121.9	5.5	98%	98%	PASS
229	08/25/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 128+40, 38' Left of CL	10-0299	124.0	7.0	123.9	7.4	100%	98%	PASS
230	08/25/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 134+20, 38' Left of CL	10-0299	124.0	7.0	122.4	6.2	99%	98%	PASS
							Btw. STA 136+50 - 112+30								
231	08/26/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 136+50, 28' Left of CL	10-0299	124.0	7.0	122.7	6.7	99%	98%	PASS
232	08/26/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 132+35, 28' Left of CL	10-0299	124.0	7.0	121.5	5.4	98%	98%	PASS
233	08/26/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 127+22, 28' Left of CL	10-0299	124.0	7.0	123.9	7.2	100%	98%	PASS
234	08/26/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 121+60, 28' Left of CL	10-0299	124.0	7.0	124.0	8.0	100%	98%	PASS
235	08/26/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 117+15, 28' Left of CL	10-0299	124.0	7.0	122.6	7.6	99%	98%	PASS
236	08/26/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 112+30, 28' Left of CL	10-0299	124.0	7.0	121.4	6.6	98%	98%	PASS
							Btw. STA 114+40 - 137+00								
237	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 114+40, 17' Left of CL	10-0303	107.0	5.0	104.6	6.0	98%	98%	PASS
238	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 119+35, 17' Left of CL	10-0303	107.0	5.0	105.4	5.5	99%	98%	PASS
239	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 124+11, 17' Left of CL	10-0303	107.0	5.0	105.2	6.6	98%	98%	PASS
240	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 129+40, 17' Left of CL	10-0303	107.0	5.0	107.0	6.9	100%	98%	PASS
241	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 133+30, 17' Left of CL	10-0303	107.0	5.0	106.9	6.5	100%	98%	PASS
242	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 137+00, 17' Left of CL	10-0299	124.0	7.0	123.7	8.0	100%	98%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E) 0 = Top of Stabilized Subgrade
F)

Total Number of Tests	21
Passed	20
Failed	1

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0277	D1557	116.0	10.0
10-0291	D1557	125.0	8.0
10-0298	D1557	127.0	8.0
10-0299	D1557	124.0	7.0
10-0303	D1557	107.0	5.0

TODD W. ZIMMERMAN LICENSE No. 46037 STATE OF FLORIDA PROFESSIONAL ENGINEER

Todd W. Zimmerman, P.E. - FL Registration No. 46037

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PAGE ONE CONSULTANTS, INCORPORATED

ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates

PROJECT: Vero Beach Municipal Airport

PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Inches)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 11L/29R, Rehab Extension								
							Asphalt Pavement with Cold In Place Recycle								
							Btw. STA 111+35 - 138+00								
243	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 111+55, 10' Left of CL	10-0303	107.0	5.0	108.1	7.2	101%	98%	PASS
244	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 120+35, 10' Left of CL	10-0303	107.0	5.0	105.8	5.4	99%	98%	PASS
245	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 123+00, 10' Left of CL	10-0303	107.0	5.0	106.9	6.1	100%	98%	PASS
246	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 128+00, 10' Left of CL	10-0303	107.0	5.0	104.8	5.0	98%	98%	PASS
247	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 131+65, 10' Left of CL	10-0303	107.0	5.0	104.8	5.5	98%	98%	PASS
248	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 138+00, 10' Left of CL	10-0299	124.0	7.0	122.7	7.4	99%	98%	PASS
							Btw. STA 112+00 - 136+60								
249	08/28/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 112+00, 10' Right of CL	10-0303	107.0	5.0	105.9	5.8	99%	98%	PASS
250	08/28/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 120+11, 10' Right of CL	10-0303	107.0	5.0	104.5	6.0	98%	98%	PASS
251	08/28/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 123+40, 10' Right of CL	10-0303	107.0	5.0	105.8	5.4	99%	98%	PASS
252	08/28/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 127+00, 10' Right of CL	10-0303	107.0	5.0	105.9	6.2	99%	98%	PASS
253	08/28/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 132+50, 10' Right of CL	10-0303	107.0	5.0	108.0	6.9	101%	98%	PASS
254	08/28/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 137+15, 10' Right of CL	10-0299	124.0	7.0	124.0	7.9	100%	98%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E) 0 = Top of Stabilized Subgrade
F)

Total Number of Tests	12
Passed	12
Failed	0

PROCTOR INFORMATION			
Number	Method	PCF	Opt. Moist
10-0277	D1557	116.0	10.0
10-0291	D1557	125.0	8.0
10-0298	D1557	127.0	8.0
10-0299	D1557	124.0	7.0
10-0303	D1557	107.0	5.0

TODD N. ZIMMERMAN LICENSED No 46037 STATE OF FLORIDA PROFESSIONAL ENGINEER

7/23/10

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ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Inches)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 11L/29R, Rehab Extension								
							Asphalt Pavement with Cold in Place Recycle								
							Btw. STA 138+00 - 113+65								
255	08/30/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 138+00, 20' Right of CL	10-0299	124.0	7.0	122.1	6.0	98%	98%	PASS
256	08/30/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 131+40, 20' Right of CL	10-0303	107.0	5.0	104.8	6.1	98%	98%	PASS
257	08/30/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 126+60, 20' Right of CL	10-0303	107.0	5.0	106.8	7.0	100%	98%	PASS
258	08/30/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 119+35, 20' Right of CL	10-0303	107.0	5.0	106.2	5.9	99%	98%	PASS
259	08/30/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 113+65, 20' Right of CL	10-0303	107.0	5.0	104.9	6.6	98%	98%	PASS
							Taxiway F-1, Rehab Extension								
							Asphalt Pavement with Cold in Place Recycle								
							Btw. STA 700+30 - 702+00								
260	08/30/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 700+30, 5' Right of CL	10-0299	124.0	7.0	121.0	7.7	98%	98%	PASS
261	08/30/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 700+50, 8' Left of CL	10-0299	124.0	7.0	121.4	6.4	98%	98%	PASS
262	08/30/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 701+50, 4' Left of CL	10-0299	124.0	7.0	122.8	8.0	99%	98%	PASS
263	08/30/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 702+00, 6' Right of CL	10-0299	124.0	7.0	121.5	7.0	98%	98%	PASS
							Runway 11L/29R, Rehab Extension								
							Asphalt Pavement with Cold in Place Recycle								
							Btw. STA 112+80 - 125+75								
264	08/31/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 112+80, 30' Right of CL	10-0303	107.0	5.0	105.8	6.1	99%	98%	PASS
265	08/31/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 118+40, 30' Right of CL	10-0303	107.0	5.0	104.4	5.5	98%	98%	PASS
266	08/31/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 125+75, 30' Right of CL	10-0303	107.0	5.0	105.3	5.0	98%	98%	PASS
							Taxiway F-1, Rehab Extension								
							Asphalt Pavement with Cold in Place Recycle								
							Btw. STA 600+20 - 602+00								
267	08/31/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 600+20, 8' Left of CL	10-0299	124.0	7.0	121.5	9.0	98%	98%	PASS
268	08/31/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 601+35, 6' Right of CL	10-0299	124.0	7.0	123.7	6.7	100%	98%	PASS
269	08/31/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 601+65, 11' Left of CL	10-0299	124.0	7.0	122.8	[illegible]	99%	98%	PASS
270	08/31/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 602+00, 10' Right of CL	10-0299	124.0	7.0	[illegible]	[illegible]	99%	98%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E) 0 = Top of Stabilized Subgrade
F)

Total Number of Tests	16
Passed	16
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0277	D1557	116.0	10.0
10-0291	D1557	125.0	8.0
10-0298	D1557	127.0	8.0
10-0299	D1557	124.0	7.0
10-0303	D1557	107.0	5.0

TODD N. ZIMMERMAN LICENSE No. 46037 STATE OF FLORIDA PROFESSIONAL ENGINEER

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ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (inches)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 11L/29R, Rehab Extension								
							Asphalt Pavement with Cold In Place Recycle								
							Btw. STA 129+15 - 136+20								
271	09/01/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 129+15, 30' Right of CL	10-0303	107.0	5.0	104.5	5.4	98%	98%	PASS
272	09/01/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 132+60, 30' Right of CL	10-0303	107.0	5.0	105.8	6.2	99%	98%	PASS
273	09/01/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 136+70, 30' Right of CL	10-0299	124.0	7.0	124.0	6.9	100%	98%	PASS
							Taxiway F-2, Rehab Extension								
							Asphalt Pavement with Cold In Place Recycle								
							Btw. STA 500+30 - 502+00								
274	09/01/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 500+30, 6' Left of CL	10-0303	107.0	5.0	107.3	7.6	100%	98%	PASS
275	09/01/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 500+75, 6' Right of CL	10-0303	107.0	5.0	106.0	6.6	99%	98%	PASS
276	09/01/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 501+55, 8' Left of CL	10-0303	107.0	5.0	104.5	7.5	98%	98%	PASS
277	09/01/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 502+00, 11' Right of CL	10-0303	107.0	5.0	107.0	7.0	100%	98%	PASS
							Taxiway D, Rehab Extension								
							Asphalt Pavement with Cold In Place Recycle								
							Btw. STA 400+40 - 401+70								
278	09/02/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 400+40, 15' Left of CL	10-0303	107.0	5.0	106.3	7.4	99%	98%	PASS
279	09/02/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 400+20, 22' Right of CL	10-0303	107.0	5.0	105.3	6.2	98%	98%	PASS
280	09/02/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 401+30, 11' Left of CL	10-0303	107.0	5.0	106.2	6.6	99%	98%	PASS
281	09/02/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 401+70, 12' Right of CL	10-0303	107.0	5.0	106.4	7.0	99%	98%	PASS
							Taxiway A, Rehab Extension								
							Asphalt Pavement with Cold In Place Recycle								
							Btw. STA 300+25 - 302+10								
282	09/02/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 300+25, 22' Left of CL	10-0299	124.0	7.0	121.5	6.7	98%	98%	PASS
283	09/02/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 300+65, 9' Right of CL	10-0299	124.0	7.0	123.2	7.0	99%	98%	PASS
284	09/02/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 301+45, 6' Left of CL	10-0299	124.0	7.0	122.1	6.9	98%	98%	PASS
285	09/02/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 302+10, 8' Right of CL	10-0299	124.0	7.0	123.5	8.0	100%	98%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E) 0 = Top of Stabilized Subgrade
F)

Total Number of Tests	15
Passed	15
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0277	D1557	116.0	10.0
10-0291	D1557	125.0	8.0
10-0298	D1557	127.0	8.0
10-0299	D1557	124.0	7.0
10-0303	D1557	107.0	5.0

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FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Inches)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 11L/29R, Rehab Extension								
							Asphalt Pavement with Cold In Place Recycle								
							Btw. STA 115+35 to 137+55								
286	09/07/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 115+35, 40' Right of CL	10-0303	107.0	5.0	106.7	6.6	100%	98%	PASS
287	09/07/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 120+75, 40' Right of CL	10-0303	107.0	5.0	104.8	7.0	98%	98%	PASS
288	09/07/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 123+15, 40' Right of CL	10-0303	107.0	5.0	105.7	5.9	99%	98%	PASS
289	09/07/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 128+45, 40' Right of CL	10-0303	107.0	5.0	105.8	5.5	99%	98%	PASS
290	09/07/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 133+65, 40' Right of CL	10-0303	107.0	5.0	104.3	6.0	97%	98%	FAIL
291	09/07/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 137+55, 40' Right of CL	10-0299	124.0	7.0	122.7	7.9	99%	98%	PASS
							Taxiway A & F-2, New Construction								
							Addition Asphalt Pavement								
							Taxiway A								
292	09/07/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 301+45, 12' Right of CL	10-0226	108.0	14.0	109.2	9.4	101%	98%	PASS
293	09/07/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 301+20, 12' Left of CL	10-0226	108.0	14.0	109.0	8.6	101%	98%	PASS
							Taxiway F-2								
294	09/07/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 500+65, 15' Left of CL	10-0226	108.0	14.0	107.9	9.0	100%	98%	PASS
295	09/07/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 501+25, 13' Right of CL	10-0226	108.0	14.0	109.0	10.0	101%	98%	PASS
							Taxiway F-1, New Construction								
							Addition Asphalt Pavement								
296	09/07/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 600+50, 22' Left of CL	10-0226	108.0	14.0	107.5	6.0	100%	98%	PASS
297	09/07/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 601+35, 11' Right of CL	10-0226	108.0	14.0	108.0	7.9	100%	98%	PASS
							Run Up Area, Rehab Extension								
							Asphalt Pavement with Cold In Place Recycle								
							Btw. STA 211+20 to 213+55								
298	09/08/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 211+20, 20' Right of CL	10-0299	124.0	7.0	123.8	7.5	100%	98%	PASS
299	09/08/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 211+62, 30' Right of CL	10-0299	124.0	7.0	123.0	6.6	99%	98%	PASS
300	09/08/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 212+35, 40' Right of CL	10-0299	124.0	7.0	122.6	5.8	99%	98%	PASS
301	09/08/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 212+75, 50' Right of CL	10-0299	124.0	7.0	122.7	[illegible]	99%	98%	PASS
302	09/08/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 213+55, 60' Right of CL	10-0299	124.0	7.0	123.7	7.4	100%	98%	PASS

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E) 0 = Top of Stabilized Subgrade
F)

Total Number of Tests	17
Passed	16
Failed	1

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0277	D1557	116.0	10.0
10-0291	D1557	125.0	8.0
10-0226	D1557	108.0	14.0
10-0299	D1557	124.0	7.0
10-0303	D1557	107.0	5.0

TODD N. ZIMMERMAN LICENSED STATE OF FLORIDA PROFESSIONAL ENGINEER No. 46037

Todd M. Zimmerman, P.E. Registration No. 46037

5780 Hoffner Avenue, Suite 401, Orlando, Florida 32822 (407) 275-5120 Fax (407) 275-5268 DBE/WBE Certified

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PAGE ONE CONSULTANTS, INCORPORATED

ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Inches)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Taxiway F, New Construction								
							Addition Asphalt Pavement								
303	09/08/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 701+70, 15' Left of CL	10-0226	108.0	14.0	107.5	10.4	100%	98%	PASS
							Btw. STA 234+30 to 243+55								
304	09/08/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 234+30, 15' Left of CL	10-0226	108.0	14.0	107.9	8.8	100%	98%	PASS
305	09/08/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 238+65, 12' Right of CL	10-0226	108.0	14.0	108.2	7.7	100%	98%	PASS
306	09/08/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 243+55, 14' Left of CL	10-0226	108.0	14.0	109.0	9.7	101%	98%	PASS
307	09/08/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 228+45, 11' Left of CL	10-0226	108.0	14.0	107.9	8.8	100%	98%	PASS
308	09/08/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 229+50, 15' Right of CL	10-0226	108.0	14.0	108.6	10.4	101%	98%	PASS
309	09/09/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 223+35, 12' Left of CL	10-0226	108.0	14.0	108.0	7.8	100%	98%	PASS
310	09/09/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 224+40, 13' Right of CL	10-0226	108.0	14.0	108.3	7.4	100%	98%	PASS
311	09/09/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 218+60, 11' Left of CL	10-0226	108.0	14.0	109.0	10.0	101%	98%	PASS
312	09/09/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 220+10, 15' Right of CL	10-0226	108.0	14.0	107.8	9.7	100%	98%	PASS
							Taxiway F, Rehab Extension								
							Asphalt Pavement with Cold In Place Recycle								
							Btw. STA 211+55 to 237+65								
313	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 211+55, 12' Left of CL	10-0299	124.0	7.0	121.4	7.2	98%	98%	PASS
314	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 212+35, 10' Right of CL	10-0299	124.0	7.0	125.2	6.9	101%	98%	PASS
315	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 217+22, 11' Left of CL	10-0299	124.0	7.0	123.8	6.4	100%	98%	PASS
316	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 219+60, 10' Right of CL	10-0299	124.0	7.0	121.9	6.4	98%	98%	PASS
317	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 223+50, 11' Left of CL	10-0299	124.0	7.0	122.6	7.5	99%	98%	PASS
318	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 226+40, 11' Right of CL	10-0303	107.0	5.0	105.8	7.0	99%	98%	PASS
319	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 228+65, 10' Left of CL	10-0303	107.0	5.0	105.3	6.0	98%	98%	PASS
320	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 230+75, 10' Right of CL	10-0299	124.0	7.0	123.8	8.8	100%	98%	PASS
321	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 233+25, 10' Left of CL	10-0303	107.0	5.0	121.6	7.4	114%	98%	PASS
322	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 234+35, 11' Right of CL	10-0303	107.0	5.0	104.8	5.5	98%	98%	PASS
323	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 236+45, 10' Left of CL	10-0299	124.0	7.0	122.3	7.9	99%	98%	PASS
324	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 237+65, 10' Right of CL	10-0299	124.0	7.0	122.0	6.5	98%	98%	PASS
							Runway 11L/29R								
325	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-9"	STA 125+50, 37' Left of CL	10-0299	124.0	7.0	122.7	6.8	99%	98%	PASS
326	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-9"	STA 126+30, 37' Left of CL	10-0299	124.0	7.0	122.4	7.2	99%	98%	PASS

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E) 0 = Top of Stabilized Subgrade
F)

Total Number of Tests	24
Passed	24
Failed	0

PROCTOR INFORMATION			
Number	Method	PCF	Opt. Moist
10-0277	D1557	116.0	10.0
10-0291	D1557	125.0	8.0
10-0226	D1557	108.0	14.0
10-0299	D1557	124.0	7.0
10-0303	D1557	107.0	5.0

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ENVIRONMENTAL AND GEOTECHNICAL MATERIAL TESTING AND INSPECTION CONSTRUCTION MANAGEMENT

COMPRESSIVE STRENGTH OF CONCRETE TEST SPECIMENS
(ASTM C 39)

POC Project No.: 10054
Cylinder Set No.: 10-0676
Contractor: Paragon Electric

Project Name: Vero Beach Municipal Airport

Client Name: Wilbur Smith Associates
3191 Maguire Blvd. Ste 200
Orlando Florida 32803

Location of Placement(s): Electrical Ductbank - Taxiway A and Taxiway F-2/F-1/F

Location of Sample(s): Taxiway A, STA 11+20, 198' from Survey BL

Set No. 1 **Of** 1 **Total Sets**

CONCRETE MIX DESIGN DATA (Supplied by Others)

SPECIFIED STRENGTH @ 28 DAYS (PSI)	SLUMP (inches)	AIR CONTENT (%)	MIX DESIGNATION	MIX TYPE	SUPPLIER
3000	N/A	N/A	8808481	Transit	Tarmac

FIELD SAMPLING DATA

DATE SAMPLED	7/8/2010	TIME BATCHED	9:35 AM	SIZE OF LOAD (CY)	4
TIME SAMPLED	10:20 AM	TRUCK NO.	1366	CONCRETE TEMP (°F)	81
SAMPLED BY	SD	TICKET NO.	341908	SLUMP (IN.)	3.50
WEATHER	Clear	WATER ADDED (GAL)	N/A	AIR CONTENT (%)	N/A
AIR TEMP. (°F)	85	WATER AUTH. BY	N/A	WATER CEMENT RATIO	N/A

COMPRESSIVE STRENGTH DATA

SET ID	CYL ID	DATE REC'D	DATE TESTED	AGE (DAYS)	DIAMETER (IN.)	AREA (SQ IN.)	MAX LOAD (LBS.)	COMPRESSIVE STRENGTH (PSI)	FRACTURE TYPE	LAB TECH.
10-0676	A	7/12/2010	7/15/2010	7	4.040	12.82	46950	3660	3	DS
10-0676	B	7/12/2010	8/5/2010	28	4.050	12.88	63770	4950	3	DS
10-0676	C	7/12/2010	8/5/2010	28	4.050	12.88	66440	5160	3	DS
10-0676	D	7/12/2010	HOLD	H						

Fracture Types: 1 - Cone, 2 - Cone/Split, 3 - Cone/Shear, 4 - Shear, 5 - Columnar, 6 - Other
Concrete sampled to ASTM C-172. Cylinders molded to ASTM C-31 and lab cured/ tested to ASTM C-31 & ASTM C-39.
Grout Prisms are tested in accordance with ASTM C-1019, Cubes are tested in accordance with ASTM C-109.

7-day Break is 122% **of Specified** 28-day Average = 5060 PSI

These tests were performed under the supervision of the above Professional Engineer. Signed and sealed copies will be provided on request following the last break(s) in accordance with Rule 21H, Chapter 471 of the Florida Statutes.

TODD N ZIMMERMAN LICENSE No. 46037 STATE OF FLORIDA PROFESSIONAL ENGINEER

PAGE ONE CONSULTANTS, INC.

Todd N. Zimmerman, P.E.
Principal Engineer
Florida Professional Engineer No. 46037

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ENVIRONMENTAL AND GEOTECHNICAL MATERIAL TESTING AND INSPECTION CONSTRUCTION MANAGEMENT

COMPRESSIVE STRENGTH OF CONCRETE TEST SPECIMENS
(ASTM C 39)

Project Name: Vero Beach Municipal Airport

Client Name: Wilbur Smith Associates
3191 Maguire Blvd. Ste 200
Orlando Florida 32803

POC Project No.: 10054
Cylinder Set No.: 10-0811
Contractor: Paragon Electric

Location of Placement(s): Taxiway F-1 - Guidance Sign Pad

Location of Sample(s): STA 37+00, 162' Left of Survey BL

Set No. 1 **Of** 1 **Total Sets**

CONCRETE MIX DESIGN DATA (Supplied by Others)

SPECIFIED STRENGTH @ 28 DAYS (PSI)	SLUMP (Inches)	AIR CONTENT (%)	MIX DESIGNATION	MIX TYPE	SUPPLIER
3000	N/A	N/A	8808481	Transit	Tarmac

FIELD SAMPLING DATA

DATE SAMPLED	8/17/2010	TIME BATCHED	11:00 AM	SIZE OF LOAD (CY)	5
TIME SAMPLED	11:42 AM	TRUCK NO.	1478	CONCRETE TEMP (°F)	84
SAMPLED BY	SD	TICKET NO.	342197	SLUMP (IN.)	4.00
WEATHER	Clear	WATER ADDED (GAL)	N/A	AIR CONTENT (%)	N/A
AIR TEMP. (°F)	83	WATER AUTH. BY	N/A	WATER CEMENT RATIO	N/A

COMPRESSIVE STRENGTH DATA

SET ID	CYL ID	DATE REC'D	DATE TESTED	AGE (DAYS)	DIAMETER (IN.)	AREA (SQ IN.)	MAX LOAD (LBS.)	COMPRESSIVE STRENGTH (PSI)	FRACTURE TYPE	LAB TECH.
10-0811	A	8/18/2010	8/24/2010	7	4.050	12.88	45510	3530	3	DS
10-0811	B	8/18/2010	9/14/2010	28	4.050	12.88	64750	5030	3	DS
10-0811	C	8/18/2010	9/14/2010	28	4.050	12.88	60440	4690	3	DS
10-0811	D	8/18/2010	HOLD	H						

Fracture Types: 1 - Cone, 2 - Cone/Split, 3 - Cone/Shear, 4 - Shear, 5 - Columnar, 6 - Other

Concrete sampled to ASTM C-172. Cylinders molded to ASTM C-31 and lab cured/ tested to ASTM C-31 & ASTM C-39.

Grout Prisms are tested in accordance with ASTM C-1019, Cubes are tested in accordance with ASTM C-109.

7-day Break is 118% **of Specified**

28-day Average = 4860 PSI

These tests were performed under the supervision of the above Professional Engineer. Signed and sealed copies will be provided on request following the last break(s) in accordance with Rule 21H, Chapter 471 of the Florida Statutes.

TODD N. ZIMMERMAN LICENSE No 46037 STATE OF FLORIDA PROFESSIONAL ENGINEER

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Principal Engineer
Florida Professional Engineer No. 46037

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ENVIRONMENTAL AND GEOTECHNICAL MATERIAL TESTING AND INSPECTION CONSTRUCTION MANAGEMENT

COMPRESSIVE STRENGTH OF CONCRETE TEST SPECIMENS
(ASTM C 39)

POC Project No.: 10054
Cylinder Set No.: 10-0819
Contractor: Paragon Electric

Project Name: Vero Beach Municipal Airport

Client Name: Wilbur Smith Associates
3191 Maguire Blvd. Ste 200
Orlando Florida 32803

Location of Placement(s): Relocated Guidance Light Sign at Taxiway F-1, Right Side and Taxiway F-2, Right Side

Location of Sample(s): Taxiway F-2, STA 26+30, 162' Right of Survey BL

Set No. 1 **Of** 1 **Total Sets**

CONCRETE MIX DESIGN DATA (Supplied by Others)

SPECIFIED STRENGTH @ 28 DAYS (PSI)	SLUMP (Inches)	AIR CONTENT (%)	MIX DESIGNATION	MIX TYPE	SUPPLIER
3000	N/A	N/A	8808481	Transit	Tarmac

FIELD SAMPLING DATA

DATE SAMPLED	8/24/2010	TIME BATCHED	8:07 AM	SIZE OF LOAD (CY)	5
TIME SAMPLED	9:00 AM	TRUCK NO.	1291	CONCRETE TEMP (°F)	81
SAMPLED BY	SD	TICKET NO.	342255	SLUMP (IN.)	3.00
WEATHER	Cloudy	WATER ADDED (GAL)	N/A	AIR CONTENT (%)	N/A
AIR TEMP. (°F)	83	WATER AUTH. BY	N/A	WATER CEMENT RATIO	N/A

COMPRESSIVE STRENGTH DATA

SET ID	CYL ID	DATE REC'D	DATE TESTED	AGE (DAYS)	DIAMETER (IN.)	AREA (SQ IN.)	MAX LOAD (LBS.)	COMPRESSIVE STRENGTH (PSI)	FRACTURE TYPE	LAB TECH
10-0819	A	8/25/2010	8/31/2010	7	4.050	12.88	50960	3960	3	DS
10-0819	B	8/25/2010	9/21/2010	28	4.050	12.88	61830	4800	3	DS
10-0819	C	8/25/2010	9/21/2010	28	4.050	12.88	62210	4830	3	DS
10-0819	D	8/25/2010	HOLD	H						

Fracture Types: 1 - Cone, 2 - Cone/Split, 3 - Cone/Shear, 4 - Shear, 5 - Columnar, 6 - Other
Concrete sampled to ASTM C-172. Cylinders molded to ASTM C-31 and lab cured/ tested to ASTM C-31 & ASTM C-39.
Grout Prisms are tested in accordance with ASTM C-1019, Cubes are tested in accordance with ASTM C-109.

7-day Break is 132% **of Specified** **28-day Average =** 4820 **PSI**

These tests were performed under the supervision of the above Professional Engineer. Signed and sealed copies will be provided on request following the last break(s) in accordance with Rule 21H, Chapter 471 of the Florida Statutes.

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9/28/10

Charles J. Sukanek, P.E.
Florida Professional Engineer No. 33905

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ENVIRONMENTAL AND GEOTECHNICAL MATERIAL TESTING AND INSPECTION CONSTRUCTION MANAGEMENT

COMPRESSIVE STRENGTH OF CONCRETE TEST SPECIMENS
(ASTM C 39)

POC Project No.: 10054
Cylinder Set No.: 10-0830
Contractor: Paragon Electric

Project Name: Vero Beach Municipal Airport

Client Name: Wilbur Smith Associates
3191 Maguire Blvd. Ste 200
Orlando Florida 32803

Location of Placement(s): Relocated Guidance Sign Pad

Location of Sample(s): Taxiway D at STA 218+00, 40' Right of CL

Set No. 1 **Of** 1 **Total Sets**

CONCRETE MIX DESIGN DATA (Supplied by Others)

SPECIFIED STRENGTH @ 28 DAYS (PSI)	SLUMP (Inches)	AIR CONTENT (%)	MIX DESIGNATION	MIX TYPE	SUPPLIER
3000	N/A	N/A	8808481	Class I	Tarmac

FIELD SAMPLING DATA

DATE SAMPLED	8/31/2010	TIME BATCHED	8:56 AM	SIZE OF LOAD (CY)	6
TIME SAMPLED	10:15 AM	TRUCK NO	1288	CONCRETE TEMP (°F)	81
SAMPLED BY	SD	TICKET NO	342298	SLUMP (IN)	3.00
WEATHER	Clear	WATER ADDED (GAL)	N/A	AIR CONTENT (%)	N/A
AIR TEMP (°F)	85	WATER AUTH BY	N/A	WATER CEMENT RATIO	N/A

COMPRESSIVE STRENGTH DATA

SET ID	CYL ID	DATE REC'D	DATE TESTED	AGE (DAYS)	DIAMETER (IN)	AREA (SQ IN)	MAX LOAD (LBS)	COMPRESSIVE STRENGTH (PSI)	FRACTURE TYPE	LAB TECH
10-0830	A	9/1/2010	9/7/2010	7	4.040	12.82	55070	4300	3	DS
10-0830	B	9/1/2010	9/28/2010	28	4.050	12.88	73460	5700	3	DS
10-0830	C	9/1/2010	9/28/2010	28	4.040	12.82	70810	5520	3	DS
10-0830	D	9/1/2010	HOLD	H						

Fracture Types: 1 - Cone, 2 - Cone/Split, 3 - Cone/Shear, 4 - Shear, 5 - Columnar, 6 - Other

Concrete sampled to ASTM C-172. Cylinders molded to ASTM C-31 and lab cured/ tested to ASTM C-31 & ASTM C-39.

Grout Prisms are tested in accordance with ASTM C-1019, Cubes are tested in accordance with ASTM C-109.

7-day Break is 143% **of Specified** **28-day Average =** 5610 **PSI**

These tests were performed under the supervision of the above Professional Engineer. Signed and sealed copies will be provided on request following the last break(s) in accordance with Rule 21H, Chapter 471 of the Florida Statutes.

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Charles J. Sukanek 7/27/10

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ENVIRONMENTAL AND GEOTECHNICAL MATERIAL TESTING AND INSPECTION CONSTRUCTION MANAGEMENT

COMPRESSIVE STRENGTH OF CONCRETE TEST SPECIMENS
(ASTM C 39)

Project Name: Vero Beach Municipal Airport

Client Name: Wilbur Smith Associates
3191 Maguire Blvd. Ste 200
Orlando Florida 32803

POC Project No.: 10054
Cylinder Set No.: 10-0861
Contractor: Paragon Electric

Location of Placement(s): Taxiway F-2, From J Plaza to Can

Location of Sample(s): STA 226+70, 40' Left of CL

Set No. 1 **Of** 1 **Total Sets**

CONCRETE MIX DESIGN DATA (Supplied by Others)

SPECIFIED STRENGTH @ 28 DAYS (PSI)	SLUMP (Inches)	AIR CONTENT (%)	MIX DESIGNATION	MIX TYPE	SUPPLIER
3000	N/A	N/A	8808481	Class I	Tarmac

FIELD SAMPLING DATA

DATE SAMPLED	9/21/2010	TIME BATCHED	9:28 AM	SIZE OF LOAD (CY)	7
TIME SAMPLED	10:37 AM	TRUCK NO.	1614	CONCRETE TEMP (°F)	81
SAMPLED BY	SD	TICKET NO.	342436	SLUMP (IN.)	2.50
WEATHER	Clear	WATER ADDED (GAL)	N/A	AIR CONTENT (%)	N/A
AIR TEMP. (°F)	85	WATER AUTH. BY	N/A	WATER CEMENT RATIO	N/A

COMPRESSIVE STRENGTH DATA

SET ID	CYL ID	DATE REC'D	DATE TESTED	AGE (DAYS)	DIAMETER (IN.)	AREA (SQ IN.)	MAX LOAD (LBS.)	COMPRESSIVE STRENGTH (PSI)	FRACTURE TYPE	LAB TECH.
10-0861	A	9/22/2010	9/28/2010	7	4.030	12.76	56200	4410	3	DS
10-0861	B	9/22/2010	10/19/2010	28						
10-0861	C	9/22/2010	10/19/2010	28						
10-0861	D	9/22/2010	HOLD	H						

Fracture Types: 1 - Cone, 2 - Cone/Split, 3 - Cone/Shear, 4 - Shear, 5 - Columnar, 6 - Other
Concrete sampled to ASTM C-172. Cylinders molded to ASTM C-31 and lab cured/ tested to ASTM C-31 & ASTM C-39.
Grout Prisms are tested in accordance with ASTM C-1019, Cubes are tested in accordance with ASTM C-109.

7-day Break is 147% **of Specified**

These tests were performed under the supervision of the above Professional Engineer. Signed and sealed copies will be provided on request following the last break(s) in accordance with Rule 21H, Chapter 471 of the Florida Statutes.

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Charles J. Sukanek, P.E.
Florida Professional Engineer No. 33905

CJS 9/09/10

Appendix B

Ranger Construction Industries Final Pay Application (Construction)

TO OWNER:

City of Vero Beach
P. O. Box 1389
Vero Beach, FL 32961

FROM CONTRACTOR:

Ranger Construction Industries, Inc.
101 Sansbury's Way
West Palm Beach, FL 33411

CONTRACT FOR:

PROJECT:

Rehabilitate Runway 11L-29R
Including Taxiway F and Connectors & Lighting

APPLICATION NO: *8 & FINAL*

PERIOD TO: *1/21/2011*
2/1/2011

PROJECT NOS: *440-09/CSS* *416303-1-94-01*

CONTRACT DATE: *05/06/10*

Distribution to:

	OWNER
	ARCHITECT
	CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM		$ 1,938,527.82
2. Net change by Change Orders		$ 464,934.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 2,403,461.82
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 2,385,969.61
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$ RELEASED	
b. 10 % of Stored Material (Column F on G703)	$ -	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 2,385,969.61
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 2,147,372.65
8. CURRENT PAYMENT DUE		$ 238,596.96
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 17,492.21

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 464,934.00	$ -
Total approved this Month	$ -	$ -
TOTALS	$ 464,934.00	$ -
NET CHANGES by Change Order	$ 464,934.00	

CONTRACTOR: RANGER CONSTRUCTION INDUSTRIES, INC.

By: [signature] Date: 4/12/11

State of: Florida County of: St. Lucie
Subscribed and sworn to before me this
Notary Public:
My Commission expires:
Personally known by me.

Notary Public State of Florida
Dienne Lynn Beasley
My Commission DD713298
Expires 10/23/2011

~~ARCHITECT'S~~ OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the ~~Architect~~ Owner certifies ~~to the Owner~~ that to the best of the ~~Architect's~~ Owner's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 238,596.96

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

~~ARCHITECT~~ OWNER'S REPRESENTATIVE:

By: [signature] Date: 4/18/2011

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Initial

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

AIA D...NT G7..

APPLICATION NO: 8 & FINAL
APPLICATION DATE: 2/11/2011
PERIOD TO: 2/1/2011
ARCHITECT'S PROJECT NO:116303-1-94-01

	A ITEM NO.	B DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	C SCHEDULED VALUE	PREVIOUS QUANTITIES	CURRENT QUANTITIES	QUANTITIES TO DATE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
BID SCHEDULE A - CIVIL																
1	P-101-1	Mobilization	1.00	LS	$ 88,400.00	$ 88,400.00	1.00		1.00	$ 88,400.00	$ -	$ -	$ 88,400.00	100.00%	$ -	RELEASED
2	P-104-1	Erosion Control & Pollution Abatement	1.00	LS	$ 4,060.00	$ 4,060.00	1.00		1.00	$ 4,060.00	$ -	$ -	$ 4,060.00	100.00%	$ -	RELEASED
3	P-152-1	Unclassified Excavation	3,947.00	SY	$ 1.30	$ 5,131.10	3,947.00		3,947.00	$ 5,131.10	$ -	$ -	$ 5,131.10	100.00%	$ -	RELEASED
4	P-152-2	Embankment In-Place	3,563.00	SY	$ 1.45	$ 5,166.35	3,563.00		3,563.00	$ 5,166.35	$ -	$ -	$ 5,166.35	100.00%	$ -	RELEASED
5	P-157-1	Pavement Removal	3,563.00	SY	$ 0.70	$ 2,494.10	7,313.00		7,313.00	$ 5,119.10	$ -	$ -	$ 5,119.10	205.25%	$ (2,625.00)	RELEASED
6	P-210-1	Cold In-Place Recycled Bituminous Base Course (6")	41,000.00	SY	$ 3.25	$ 133,250.00	41,000.00		41,000.00	$ 133,250.00	$ -	$ -	$ 133,250.00	100.00%	$ -	RELEASED
7	P-210-2	Emulsified Asphalt	62,000.00	GAL	$ 2.33	$ 191,060.00	81,990.64		81,990.64	$ 191,038.19	$ -	$ -	$ 191,038.19	99.99%	$ 21.81	RELEASED
8	P-211-1	Limerock Base Course - 6" Thick	3,947.00	SY	$ 6.75	$ 26,642.25	4,117.00		4,117.00	$ 27,789.75	$ -	$ -	$ 27,789.75	104.31%	$ (1,147.50)	RELEASED
9	P-401-1	Bituminous Surface Course (2")	6,110.00	TN	$ 88.20	$ 538,902.00	6,087.36		6,087.36	$ 536,905.15	$ -	$ -	$ 536,905.15	99.63%	$ 1,996.85	RELEASED
10	P-620-1	Runway and Taxiway Painting - With Reflective Media	12,250.00	SF	$ 0.30	$ 3,675.00	12,250.00		12,250.00	$ 3,675.00	$ -	$ -	$ 3,675.00	100.00%	$ -	RELEASED
11	P-620-2	Black Runway and Taxiway Painting - Without Reflective Media	15,600.00	SF	$ 0.25	$ 3,900.00	15,600.00		15,600.00	$ 3,900.00	$ -	$ -	$ 3,900.00	100.00%	$ -	RELEASED
12	P-626-1	Slurry Seal (Crack Relief, 3/4")	12,125.00	SY	$ 3.85	$ 46,681.25	11,450.00		11,450.00	$ 44,082.50	$ -	$ -	$ 44,082.50	94.43%	$ 2,598.75	RELEASED
13	D-701-1	23"x14" ERCP, Class V, Under Pavement	48.00	LF	$ 41.70	$ 2,001.60	48.00		48.00	$ 2,001.60	$ -	$ -	$ 2,001.60	100.00%	$ -	RELEASED
14	D-701-2	24" RCP, Class V, Under Pavement	88.00	LF	$ 59.05	$ 5,196.40	88.00		88.00	$ 5,196.40	$ -	$ -	$ 5,196.40	100.00%	$ -	RELEASED
15	D-701-3	30" RCP, Class V, Under Pavement	104.00	LF	$ 73.85	$ 7,680.40	104.00		104.00	$ 7,680.40	$ -	$ -	$ 7,680.40	100.00%	$ -	RELEASED
16	D-701-4	42" RCP, Double Pipe, Class V, Under Pavement	256.00	LF	$ 133.00	$ 34,048.00	256.00		256.00	$ 34,048.00	$ -	$ -	$ 34,048.00	100.00%	$ -	RELEASED
17	D-701-5	48" RCP, Class V, Under Pavement	88.00	LF	$ 161.00	$ 14,168.00	88.00		88.00	$ 14,168.00	$ -	$ -	$ 14,168.00	100.00%	$ -	RELEASED
18	D-701-6	Remove Existing 23"x14" ERCP, Under Pavement	48.00	LF	$ 20.20	$ 969.60	48.00		48.00	$ 969.60	$ -	$ -	$ 969.60	100.00%	$ -	RELEASED
19	D-701-7	Remove Existing 24" RCP, Under Pavement	88.00	LF	$ 20.20	$ 1,777.60	88.00		88.00	$ 1,777.60	$ -	$ -	$ 1,777.60	100.00%	$ -	RELEASED
20	D-701-8	Remove Existing 30" RCP, Under Pavement	104.00	LF	$ 20.20	$ 2,100.80	104.00		104.00	$ 2,100.80	$ -	$ -	$ 2,100.80	100.00%	$ -	RELEASED
21	D-701-9	Remove Existing 42" RCP, Double Pipe, Under Pavement	256.00	LF	$ 20.20	$ 5,171.20	256.00		256.00	$ 5,171.20	$ -	$ -	$ 5,171.20	100.00%	$ -	RELEASED
22	D-701-10	Remove Existing 48" RCP, Under Pavement	88.00	LF	$ 20.20	$ 1,777.60	88.00		88.00	$ 1,777.60	$ -	$ -	$ 1,777.60	100.00%	$ -	RELEASED
23	T-904-1	Sodding	22,000.00	SY	$ 1.45	$ 31,900.00	22,000.00		22,000.00	$ 31,900.00	$ -	$ -	$ 31,900.00	100.00%	$ -	RELEASED
	SUBTOTAL BID SCHEDULE A - CIVIL					$ 1,156,153.25				$ 1,155,308.34	$ -	$ -	$ 1,155,308.34	99.93%	$ 844.91	$ -
ADDITIVE ALTERNATE A-1 - CIVIL																
1	P-101-1	Mobilization	1.00	LS	$ 2,510.00	$ 2,510.00	1.00		1.00	$ 2,510.00	$ -	$ -	$ 2,510.00	100.00%	$ -	RELEASED
2	D-701-11	23"x14" ECRP, Class V, In Turf	120.00	LF	$ 42.75	$ 5,130.00	120.00		120.00	$ 5,130.00	$ -	$ -	$ 5,130.00	100.00%	$ -	RELEASED
3	D-701-12	24" RCP, Class V, In Turf	216.00	LF	$ 54.60	$ 11,793.60	216.00		216.00	$ 11,793.60	$ -	$ -	$ 11,793.60	100.00%	$ -	RELEASED
4	D-701-13	30" RCP, Class V, In Turf	280.00	LF	$ 67.45	$ 18,886.00	280.00		280.00	$ 18,886.00	$ -	$ -	$ 18,886.00	100.00%	$ -	RELEASED
5	D-701-14	36" RCP, Class V, In Turf	96.00	LF	$ 88.45	$ 8,491.20	96.00		96.00	$ 8,491.20	$ -	$ -	$ 8,491.20	100.00%	$ -	RELEASED
6	D-701-15	42" RCP, Double Pipe, Class V, In Turf	392.00	LF	$ 107.00	$ 41,944.00	392.00		392.00	$ 41,944.00	$ -	$ -	$ 41,944.00	100.00%	$ -	RELEASED
7	D-701-16	48" RCP, Class V, In Turf	144.00	LF	$ 127.00	$ 18,288.00	144.00		144.00	$ 18,288.00	$ -	$ -	$ 18,288.00	100.00%	$ -	RELEASED
8	D-701-17	Remove Existing 23"x14" ERCP, In Turf	120.00	LF	$ 15.20	$ 1,824.00	120.00		120.00	$ 1,824.00	$ -	$ -	$ 1,824.00	100.00%	$ -	RELEASED
9	D-701-18	Remove Existing 24" RCP, In Turf	216.00	LF	$ 15.20	$ 3,283.20	216.00		216.00	$ 3,283.20	$ -	$ -	$ 3,283.20	100.00%	$ -	RELEASED
10	D-701-19	Remove Existing 30" RCP, In Turf	280.00	LF	$ 15.20	$ 4,256.00	280.00		280.00	$ 4,256.00	$ -	$ -	$ 4,256.00	100.00%	$ -	RELEASED
11	D-701-20	Remove Existing 42" RCP, Double Pipe, In Turf	392.00	LF	$ 15.20	$ 5,958.40	392.00		392.00	$ 5,958.40	$ -	$ -	$ 5,958.40	100.00%	$ -	RELEASED
12	D-701-21	Remove Existing 48" RCP, In Turf	144.00	LF	$ 15.20	$ 2,188.80	144.00		144.00	$ 2,188.80	$ -	$ -	$ 2,188.80	100.00%	$ -	RELEASED
13	D-751-1	Ditch Bottom Inlet Type C	2.00	EA	$ 1,660.00	$ 3,320.00	2.00		2.00	$ 3,320.00	$ -	$ -	$ 3,320.00	100.00%	$ -	RELEASED
14	D-751-2	Ditch Bottom Inlet Type D	2.00	EA	$ 2,040.00	$ 4,080.00	2.00		2.00	$ 4,080.00	$ -	$ -	$ 4,080.00	100.00%	$ -	RELEASED
15	D-751-3	Ditch Bottom Inlet Type H	2.00	EA	$ 4,040.00	$ 8,080.00	2.00		2.00	$ 8,080.00	$ -	$ -	$ 8,080.00	100.00%	$ -	RELEASED
16	D-751-4	Remove Existing Inlet Structure (S-1)	1.00	EA	$ 400.00	$ 400.00	1.00		1.00	$ 400.00	$ -	$ -	$ 400.00	100.00%	$ -	RELEASED
17	D-751-5	Remove Existing Inlet Structure (S-2)	1.00	EA	$ 377.00	$ 377.00	1.00		1.00	$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -	RELEASED
18	D-751-6	Remove Existing Inlet Structure (S-3)	1.00	EA	$ 377.00	$ 377.00	1.00		1.00	$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -	RELEASED
19	D-751-7	Remove Existing Inlet Structure (S-4)	1.00	EA	$ 377.00	$ 377.00	1.00		1.00	$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -	RELEASED
20	D-751-8	Remove Existing Inlet Structure (S-6)	1.00	EA	$ 377.00	$ 377.00	1.00		1.00	$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -	RELEASED
21	D-751-9	Remove Existing Inlet Structure (S-7)	1.00	EA	$ 377.00	$ 377.00	1.00		1.00	$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -	RELEASED
22	D-752-1	Concrete Endwall, 24" RCP	1.00	EA	$ 1,410.00	$ 1,410.00	1.00		1.00	$ 1,410.00	$ -	$ -	$ 1,410.00	100.00%	$ -	RELEASED
23	D-752-2	Concrete Endwall, 36" RCP	1.00	EA	$ 3,980.00	$ 3,980.00	1.00		1.00	$ 3,980.00	$ -	$ -	$ 3,980.00	100.00%	$ -	RELEASED
24	D-752-3	Concrete Endwall, 42" RCP, Double Pipe	1.00	EA	$ 6,170.00	$ 6,170.00	1.00		1.00	$ 6,170.00	$ -	$ -	$ 6,170.00	100.00%	$ -	RELEASED
25	D-752-4	Connect to Existing Concrete Endwall, 42" RCP, Double Pipe	1.00	EA	$ 1,640.00	$ 1,640.00	0.00		0.00	$ -	$ -	$ -	$ -	0.00%	$ 1,640.00	RELEASED
26	D-752-5	Remove Existing Concrete Endwall Structure (S-5)	1.00	EA	$ 377.00	$ 377.00	1.00		1.00	$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -	RELEASED

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Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8 & FINAL
APPLICATION DATE: 2/11/2011
PERIOD TO: 2/1/2011
ARCHITECT'S PROJECT NO: 116303-1-94-01

	A ITEM NO.	B DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	C SCHEDULED VALUE	PREVIOUS QUANTITIES	CURRENT QUANTITIES	QUANTITIES TO DATE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
27	D-752-8	Remove Existing Concrete Endwall Structure (S-8)	1.00	EA	$ 377.00	$ 377.00	1.00		1.00	$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -	RELEASED
28	D-752-7	Remove Existing Concrete Endwall Structure (S-9)	1.00	EA	$ 377.00	$ 377.00	1.00		1.00	$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -	RELEASED
	SUBTOTAL ADDITIVE ALTERNATE A-1 - CIVIL					$ 156,649.20				$ 155,009.20	$ -	$ -	$ 155,009.20	98.95%	$ 1,640.00	$ -
ADDITIVE ALTERNATE A-3 - CIVIL																
1	P-101-1	Mobilization	1.00	LS	$ 0.01	$ 0.01	1.00		1.00	$ 0.01	$ -	$ -	$ 0.01	100.00%	$ -	RELEASED
2	FDOT-160-1	Type B Stabilization (LBR 40) - Offsite Material Source	24,300.00	SY	$ 2.30	$ 55,890.00	24,300.00		24,300.00	$ 55,890.00	$ -	$ -	$ 55,890.00	100.00%	$ -	RELEASED
3	T-904-1	Sodding	24,300.00	SY	$ 0.95	$ 23,085.00	37,750.00		37,750.00	$ 35,862.50	$ -	$ -	$ 35,862.50	155.35%	$(12,777.50)	RELEASED
	SUBTOTAL ADDITIVE ALTERNATE A-3 - CIVIL					$ 78,975.01				$ 91,752.51	$ -	$ -	$ 91,752.51	116.18%	$(12,777.50)	$ -
ADDITIVE ALTERNATE A-4 - CIVIL																
1	P-101-1	Mobilization	1.00	LS	$ 0.01	$ 0.01	1.00		1.00	$ 0.01	$ -	$ -	$ 0.01	100.00%	$ -	RELEASED
2	P-620-1	Runway and Taxiway Painting - With Reflective Media (Runway 11R-29L)	68,000.00	SF	$ 0.20	$ 13,600.00	68,000.00		68,000.00	$ 13,600.00	$ -	$ -	$ 13,600.00	100.00%	$ -	RELEASED
	SUBTOTAL ADDITIVE ALTERNATE A-4 - CIVIL					$ 13,600.01				$ 13,600.01	$ -	$ -	$ 13,600.01	100.00%	$ -	$ -
BID SCHEDULE B - ELECTRICAL																
1	P-101-1	Mobilization	1.00	LS	$ 3,010.00	$ 3,010.00	1.00		1.00	$ 3,010.00	$ -	$ -	$ 3,010.00	100.00%	$ -	RELEASED
2	L-108-1	Hand Excavate Minimum 8" Wide x 28" Deep In Earth	500.00	LF	$ 3.85	$ 1,925.00	470.00		470.00	$ 1,809.50	$ -	$ -	$ 1,809.50	94.00%	$ 115.50	RELEASED
3	L-108-2	Hand Excavate Minimum 18" Wide x 36" Deep In Earth	500.00	LF	$ 6.90	$ 3,450.00	440.00		440.00	$ 3,036.00	$ -	$ -	$ 3,036.00	88.00%	$ 414.00	RELEASED
4	L-108-3	Saw Cut and Hand Excavate Minimum 8" Wide x 28" Deep In Existing Full Strength Pavement	250.00	LF	$ 42.80	$ 10,700.00	150.00		150.00	$ 6,420.00	$ -	$ -	$ 6,420.00	60.00%	$ 4,280.00	RELEASED
5	L-108-4	Saw Cut and Hand Excavate 18" Wide x 36" Deep In Existing Full Strength Pavement	250.00	LF	$ 43.85	$ 10,962.50	232.00		232.00	$ 10,173.20	$ -	$ -	$ 10,173.20	92.80%	$ 789.30	RELEASED
6	L-108-5	3/4" x 20' Ground Rods Connected to Counterpoise at 500'	68.00	EA	$ 68.15	$ 4,634.20	68.00		68.00	$ 4,634.20	$ -	$ -	$ 4,634.20	100.00%	$ -	RELEASED
7	L-108-6	10' Additional Ground Rod Sections	5.00	EA	$ 42.10	$ 210.50	0.00		0.00	$ -	$ -	$ -	$ -	0.00%	$ 210.50	RELEASED
8	L-108-7	#6 Bare AWG Counterpoise Conductor Installed In Trench Not Parallel to Edge of Pavement	8,900.00	LF	$ 0.55	$ 4,895.00	8,583.00		8,583.00	$ 4,709.65	$ -	$ -	$ 4,709.65	96.21%	$ 185.35	RELEASED
9	L-108-8	#6 Bare AWG Solid Counterpoise Conductor Installed In Counterpoise Trench Parallel to Edge of Pavement	15,200.00	LF	$ 1.30	$ 19,760.00	14,050.00		14,050.00	$ 18,265.00	$ -	$ -	$ 18,265.00	92.43%	$ 1,495.00	RELEASED
10	L-108-9	#8, 5KV, L-824 Conductor Installed In New and Existing Conduit / Ductbank / Manhole System	27,500.00	LF	$ 0.70	$ 19,250.00	18,651.00		18,651.00	$ 13,055.70	$ -	$ -	$ 13,055.70	67.82%	$ 6,194.30	RELEASED
11	L-108-10	#4, 5KV, L-824 Conductor Installed In New and Existing Conduit / Ductbank / Manhole System	14,000.00	LF	$ 1.40	$ 19,600.00	14,000.00		14,000.00	$ 19,600.00	$ -	$ -	$ 19,600.00	100.00%	$ -	RELEASED
12	L-108-11	#4EG, 600V, XHHW, Green Equipment Ground Installed In New and Existing Conduit / Ductbank / Manhole System	7,200.00	LF	$ 0.95	$ 6,840.00	7,200.00		7,200.00	$ 6,840.00	$ -	$ -	$ 6,840.00	100.00%	$ -	RELEASED
13	L-109-1	Modify Existing Airfield Electrical Vault Electrical Distribution System, Complete	1.00	LS	$ 4,990.00	$ 4,990.00	1.00		1.00	$ 4,990.00	$ -	$ -	$ 4,990.00	100.00%	$ -	RELEASED
14	L-110-1	1-2" Schedule 40 PVC Conduit Direct Buried In Earth Complete In Place	24,500.00	LF	$ 2.20	$ 53,900.00	23,980.00		23,980.00	$ 52,756.00	$ -	$ -	$ 52,756.00	97.88%	$ 1,144.00	RELEASED
15	L-110-2	1-2" Schedule 40 PVC Conduit Installed In Existing Full Strength Pavement Complete In Place	100.00	LF	$ 13.05	$ 1,305.00	100.00		100.00	$ 1,305.00	$ -	$ -	$ 1,305.00	100.00%	$ -	RELEASED
16	L-110-3	1-2" Schedule 40 PVC Conduit Directional Bored 36" Deep Beneath Existing Full Strength and Shoulder Pavements	2,250.00	LF	$ 10.20	$ 22,950.00	1,280.00		1,280.00	$ 13,056.00	$ -	$ -	$ 13,056.00	56.89%	$ 9,894.00	RELEASED
17	L-110-4	1-4" Schedule 40 PVC Conduit Installed In New Full Strength Pavement Complete In Place	450.00	LF	$ 14.05	$ 6,322.50	114.00		114.00	$ 1,601.70	$ -	$ -	$ 1,601.70	25.33%	$ 4,720.80	RELEASED
18	L-110-5	Hand Excavate and Concrete Encase Existing 2W4" Ductbank, Complete	150.00	LF	$ 41.45	$ 6,217.50	150.00		150.00	$ 6,217.50	$ -	$ -	$ 6,217.50	100.00%	$ -	RELEASED
19	L-110-6	Intercept Existing Conduit System and Connect to New Conduit System and Extend Circuit	27.00	EA	$ 49.10	$ 1,325.70	14.00		14.00	$ 687.40	$ -	$ -	$ 687.40	51.85%	$ 638.30	RELEASED
20	L-110-7	Intercept Existing 2W4" Ductbank System and Connect to New Conduit Systems and Extend Circuit	8.00	EA	$ 898.00	$ 7,184.00	10.00		10.00	$ 8,980.00	$ -	$ -	$ 8,980.00	125.00%	$ (1,796.00)	RELEASED

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AIA DOCUMENT G703

APPLICATION NO: 8 & FINAL
APPLICATION DATE: 2/11/2011
PERIOD TO: 2/1/2011
ARCHITECT'S PROJECT NO: 116303-1-94-01

	A	B				C				D	E	F	G		H	I
	ITEM NO.	DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITIES	CURRENT QUANTITIES	QUANTITIES TO DATE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
21	L-125-1	Intercept Existing Light Base Can In Earth / Existing Pavement, Connect to Conduit System and Extend Circuit	6.00	EA	$ 207.00	$ 1,242.00	6.00		6.00	$ 1,242.00	$ -	$ -	$ 1,242.00	100.00%	$ -	RELEASED
22	L-125-2	Intercept Existing Circuit Conductors In Existing Base Can / Manhole / Junction Can and Extend Circuits	20.00	EA	$ 182.00	$ 3,640.00	11.00		11.00	$ 2,002.00	$ -	$ -	$ 2,002.00	55.00%	$ 1,638.00	RELEASED
23	L-125-3	Intercept Existing Sign Pad In Earth / Existing Pavement, Connect to Conduit System and Extend Circuit	12.00	EA	$ 812.00	$ 9,744.00	14.00		14.00	$ 11,368.00	$ -	$ -	$ 11,368.00	116.67%	$ (1,624.00)	RELEASED
24	L-125-4	Core Drill Existing Manhole In Earth and Connect to Conduit System and Extend Circuit	2.00	EA	$ 289.00	$ 578.00	2.00		2.00	$ 578.00	$ -	$ -	$ 578.00	100.00%	$ -	RELEASED
25	L-125-5	Clean and Re-Rack Existing Manhole	2.00	EA	$ 264.00	$ 528.00	2.00		2.00	$ 528.00	$ -	$ -	$ 528.00	100.00%	$ -	RELEASED
26	L-125-6	L-867 16" Diameter x 24" Deep Junction Can With Cover Installed In Earth / Rock	5.00	EA	$ 758.00	$ 3,790.00	4.00		4.00	$ 3,032.00	$ -	$ -	$ 3,032.00	80.00%	$ 758.00	RELEASED
27	L-125-7	New 2 Can Bottomless Junction Can Plaza In Earth / Rock	14.00	EA	$ 2,420.00	$ 33,880.00	14.00		14.00	$ 33,880.00	$ -	$ -	$ 33,880.00	100.00%	$ -	RELEASED
28	L-125-8	New L-861 Runway MIRL Elevated Edge Light and Base Can In Earth / Rock	34.00	EA	$ 753.00	$ 25,602.00	34.00		34.00	$ 25,602.00	$ -	$ -	$ 25,602.00	100.00%	$ -	RELEASED
29	L-125-9	New L-861E Runway MIRL Elevated Threshold Light and Base Can In Earth / Rock	16.00	EA	$ 782.00	$ 12,512.00	16.00		16.00	$ 12,512.00	$ -	$ -	$ 12,512.00	100.00%	$ -	RELEASED
30	L-125-10	Relocated Taxiway Elevated Edge Light and Base Can In Earth / Rock	130.00	EA	$ 419.00	$ 54,470.00	130.00		130.00	$ 54,470.00	$ -	$ -	$ 54,470.00	100.00%	$ -	RELEASED
31	L-125-11	Provide and Install 2 Box PAPI 11L System, Complete	1.00	LS	$ 16,600.00	$ 16,600.00	1.00		1.00	$ 16,600.00	$ -	$ -	$ 16,600.00	100.00%	$ -	RELEASED
32	L-125-12	Provide and Install New PAPI 29R Power Pedestal, Complete	1.00	LS	$ 5,150.00	$ 5,150.00	1.00		1.00	$ 5,150.00	$ -	$ -	$ 5,150.00	100.00%	$ -	RELEASED
33	L-125-13	Modify Existing Windcone Electrical Service, Complete	2.00	EA	$ 437.00	$ 874.00	2.00		2.00	$ 874.00	$ -	$ -	$ 874.00	100.00%	$ -	RELEASED
34	L-125-14	Removal of Existing Junction Can / Light Base Can In Earth, Complete	12.00	EA	$ 140.00	$ 1,680.00	12.00		12.00	$ 1,680.00	$ -	$ -	$ 1,680.00	100.00%	$ -	RELEASED
35	L-125-15	Removal of Existing Runway Stake Mounted Edge / Threshold Light In Earth, Complete	49.00	EA	$ 19.05	$ 933.45	49.00		49.00	$ 933.45	$ -	$ -	$ 933.45	100.00%	$ -	RELEASED
36	L-125-16	Removal of Existing Guidance Sign and Concrete Base, Complete	3.00	EA	$ 770.00	$ 2,310.00	7.00		7.00	$ 5,390.00	$ -	$ -	$ 5,390.00	233.33%	$ (3,080.00)	RELEASED
37	L-125-17	Re-Panel Existing Size 2, 3 Module L-858 Guidance Sign	1.00	EA	$ 1,680.00	$ 1,680.00	1.00		1.00	$ 1,680.00	$ -	$ -	$ 1,680.00	100.00%	$ -	RELEASED
38	L-125-18	Relocate Existing Size 2, 1 Module Guidance Sign with New Concrete Base In Earth / Rock	2.00	EA	$ 2,090.00	$ 4,180.00	2.00		2.00	$ 4,180.00	$ -	$ -	$ 4,180.00	100.00%	$ -	RELEASED
39	L-125-19	Relocate Existing Size 2, 2 Module Guidance Sign With New Concrete Base In Earth / Rock	1.00	EA	$ 2,280.00	$ 2,280.00	1.00		1.00	$ 2,280.00	$ -	$ -	$ 2,280.00	100.00%	$ -	RELEASED
40	L-125-20	Relocate Existing Size 2, 3 Module Guidance Sign With New Concrete Base In Earth / Rock	6.00	EA	$ 2,410.00	$ 14,460.00	6.00		6.00	$ 14,460.00	$ -	$ -	$ 14,460.00	100.00%	$ -	RELEASED
41	L-125-21	Removal of Existing PAPI 11L and Power and Control Pedestal In Earth / Rock	1.00	EA	$ 437.00	$ 437.00	1.00		1.00	$ 437.00	$ -	$ -	$ 437.00	100.00%	$ -	RELEASED
42	L-125-22	Identification of Cables, Ductbanks, Lighting Fixtures and Signs Per FAA Specifications	1.00	LS	$ 3,990.00	$ 3,990.00	1.00		1.00	$ 3,990.00	$ -	$ -	$ 3,990.00	100.00%	$ -	RELEASED
43	L-125-23	Temporary Wiring to Maintain Existing Systems In Operation or To Bypass Segments of Existing Systems	1.00	LS	$ 1,010.00	$ 1,010.00	1.00		1.00	$ 1,010.00	$ -	$ -	$ 1,010.00	100.00%	$ -	RELEASED
44	L-125-24	New L-861 LED Taxiway Elevated Edge Light and Base Can In Earth / Rock	4.00	EA	$ 901.00	$ 3,604.00	2.00		2.00	$ 1,802.00	$ -	$ -	$ 1,802.00	50.00%	$ 1,802.00	RELEASED
	SUBTOTAL BID SCHEDULE B - ELECTRICAL					$ 414,506.35				$ 386,827.30	$ -	$ -	$ 386,827.30	93.30%	$ 27,779.05	$ -
ADDITIVE ALTERNATE B-1 - ELECTRICAL																
1	L-125-25	New L-861 LED Taxiway Elevated Edge Light Installed On Relocated or Existing Base Can	180.00	EA	$ 386.00	$ 69,480.00	180.00		180.00	$ 69,480.00	$ -	$ -	$ 69,480.00	100.00%	$ -	RELEASED
	SUBTOTAL ADDITIVE ALTERNATE B-1 - ELECTRICAL					$ 69,480.00				$ 69,480.00	$ -	$ -	$ 69,480.00	100.00%	$ -	$ -
ADDITIVE ALTERNATE B-2 - ELECTRICAL																

AIA DOCUMENT G702

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8 & FINAL
APPLICATION DATE: 2/11/2011
PERIOD TO: 2/1/2011
ARCHITECT'S PROJECT NO:116303-1-94-01

	A ITEM NO.	B DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	C SCHEDULED VALUE	PREVIOUS QUANTITIES	CURRENT QUANTITIES	QUANTITIES TO DATE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	L-125-25	Replace Existing With New Airfield Lighting Control and Monitoring System, Complete	1.00	AL	$ 49,064.00	$ 49,064.00	1.00		1.00	$ 49,064.00	$ -	$ -	$ 49,064.00	100.00%	$ -	RELEASED
	SUBTOTAL ADDITIVE ALTERNATE B-2 - ELECTRICAL					$ 49,064.00				$ 49,064.00	$ -	$ -	$ 49,064.00	100.00%	$ -	$ -
		CHANGE ORDER #1														
		Runway Closure Markers	2.00	EA	$ 18,568.00	$ 37,136.00	2.00		2.00	$ 37,136.00	$ -	$ -	$ 37,136.00	100.00%	$ -	RELEASED
	SUBTOTAL CHANGE ORDER #1					$ 37,136.00				$ 37,136.00			$ 37,136.00	100.00%	$ -	$ -
		CHANGE ORDER #2														
		RCI CO #2														
		D-751-1	2.00	EA	$ 1,660.00	$ 3,320.00	2.00		2.00	$ 3,320.00	$ -	$ -	$ 3,320.00	100.00%	$ -	RELEASED
		D-751-7	2.00	EA	$ 377.00	$ 754.00	2.00		2.00	$ 754.00	$ -	$ -	$ 754.00	100.00%	$ -	RELEASED
		Mobilization/Dump Truck	1.00	LS	$ 2,088.00	$ 2,088.00	1.00		1.00	$ 2,088.00	$ -	$ -	$ 2,088.00	100.00%	$ -	RELEASED
		RCI CO #3														
		D-751-3	1.00	EA	$ 4,040.00	$ 4,040.00	1.00		1.00	$ 4,040.00	$ -	$ -	$ 4,040.00	100.00%	$ -	RELEASED
		D-751-4	1.00	EA	$ 400.00	$ 400.00	1.00		1.00	$ 400.00	$ -	$ -	$ 400.00	100.00%	$ -	RELEASED
	SUBTOTAL CHANGE ORDER # 2					$ 10,602.00				$ 10,602.00			$ 10,602.00	100.00%	$ -	$ -
		CHANGE ORDER #3														
		RCI CO #4														
		L-108-5	11.00	EA	$ 68.15	$ 749.65	16.00		16.00	$ 1,090.40	$ -	$ -	$ 1,090.40	145.45%	$ (340.75)	RELEASED
		L-108-8	8,000.00	EA	$ 1.30	$ 10,400.00	8,000.00		8,000.00	$ 10,400.00	$ -	$ -	$ 10,400.00	100.00%	$ -	RELEASED
		L-108-9	11,500.00	EA	$ 0.70	$ 8,050.00	12,169.00		12,169.00	$ 8,518.30	$ -	$ -	$ 8,518.30	105.82%	$ (468.30)	RELEASED
		L-110-1	7,000.00	EA	$ 2.20	$ 15,400.00	7,000.00		7,000.00	$ 15,400.00	$ -	$ -	$ 15,400.00	100.00%	$ -	RELEASED
		L-110-2	60.00	EA	$ 13.05	$ 783.00	60.00		60.00	$ 783.00	$ -	$ -	$ 783.00	100.00%	$ -	RELEASED
		L-110-3	700.00	EA	$ 10.20	$ 7,140.00	543.00		543.00	$ 5,538.60	$ -	$ -	$ 5,538.60	77.57%	$ 1,601.40	RELEASED
		L-110-6	10.00	EA	$ 49.10	$ 491.00	11.00		11.00	$ 540.10	$ -	$ -	$ 540.10	110.00%	$ (49.10)	RELEASED
		L-125-1	10.00	EA	$ 207.00	$ 2,070.00	10.00		10.00	$ 2,070.00	$ -	$ -	$ 2,070.00	100.00%	$ -	RELEASED
		L-125-15	97.00	EA	$ 19.05	$ 1,847.85	97.00		97.00	$ 1,847.85	$ -	$ -	$ 1,847.85	100.00%	$ -	RELEASED
		L-125-25	640.00	EA	$ 386.00	$ 247,040.00	640.00		640.00	$ 247,040.00	$ -	$ -	$ 247,040.00	100.00%	$ -	RELEASED
		L-867B12X24 Base Class 1A Installed in Earth	97.00	EA	$ 737.50	$ 71,537.50	98.00		98.00	$ 72,275.00	$ -	$ -	$ 72,275.00	101.03%	$ (737.50)	RELEASED
		New Base Plates	500.00	EA	$ 18.75	$ 9,375.00	500.00		500.00	$ 9,375.00	$ -	$ -	$ 9,375.00	100.00%	$ -	RELEASED
		Project Management/Supervision	1.00	LS	$ 18,951.00	$ 18,951.00	1.00		1.00	$ 18,951.00	$ -	$ -	$ 18,951.00	100.00%	$ -	RELEASED
	SUBTOTAL CHANGE ORDER # 3					$ 393,835.00				$ 393,829.25	$ -		$ 393,829.25	100.00%	$ 5.75	$ -
		CHANGE ORDER # 4														
		RCI CO #5														
		L-861 Clear Elev. Runway Edge LED Light	36.00	EA	$ 428.75	$ 15,435.00	36.00		36.00	$ 15,435.00	$ -	$ -	$ 15,435.00	100.00%	$ -	RELEASED
		L-861 Red/Green Threshold LED Light	17.00	EA	$ 466.235	$ 7,926.00	17.00		17.00	$ 7,926.00	$ -	$ -	$ 7,926.00	100.00%	$ -	RELEASED
	SUBTOTAL CHANGE ORDER # 4					$ 23,361.00				$ 23,361.00	$ -		$ 23,361.00	100.00%	$ -	$ -
		GRAND TOTALS				$ 2,403,461.82				$ 2,385,969.61	$ -		$ 2,385,969.61	99.27%	$ 17,492.21	$ -

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Appendix C

Wilbur Smith Associates Final Invoice

(Resident Inspection Costs)

INVOICE

City of Vero Beach
PO Box 1389
Vero Beach, FL. 32961-1389

Attn: Ericson W. Menger
Airport Director

PLEASE REMIT TO:
WILBUR SMITH ASSOCIATES
P.O.BOX 7993
COLUMBIA, SC 29202-7993

NET DUE UPON RECEIPT

Invoice Date : 04/27/2011
Invoice # : 553653
Project : 104369
Contract #:
Contract Date: 03/04/10
PO#:

For Professional Services Related To:
Rehab R/W 11L-29R INCLUDING T/W F

FM#416303-1-94-01
Change Order 2 to Work Order 1371-1
Period 1/29/2011 - 04/01/2011

	Fee	Percent Complete	Total Fee Earned to Date	Previous Billings	Current Billings
1 - Construction Materials Testing					
	58,031.25	100.00	58,031.25	58,031.25	0.00
2 - Resident Project Rep Inspection					
	116,755.00	100.00	116,755.00	116,595.00	160.00
3 - Const Admin/Project Close Out					
	13,811.00	100.00	13,811.00	9,277.77	4,533.23
4 - Direct Expenses					
	997.00	100.00	997.00	632.79	364.21
Total:	**189,594.25**	**100.00**	**189,594.25**	**184,536.81**	**5,057.44**

Fee	189,594.25
Prior Billing	184,536.81
Current Bill	5,057.44
Remaining Balance	0.00

Certified true and correct to the best of my knowledge and payment has not been received.

Joseph A. Addison, Director
Project Accounting

Appendix D

Page One Consultants, Inc. Final Invoice

(Materials Testing Costs)

POC INVOICE NO. I10-441 (dated 12/2/10)

POC Project No.:	**10054**
Proposal No.:	**PRO 282**
Amendment No.:	**N/A**
Project:	**FDOT FM NO. 416303-1-94-01** **Vero Beach Municipal Airport** **Rehabilitation of Runway 11L-29R Including Taxiway F and Connectors** **Schedules A & B plus ALT A-2 or A-3**
To:	**Wilbur Smith Associates** **3191 Maguire Boulevard** **Orlando, Florida 32803**
Contact:	**Wesley L. Teel** **Project Manager**

For professional services rendered through 11/30/10 (see attached support)

Total Due This Invoice	**$**	**3,902.50**

POC No. 10054 Summary

Initial Contract Amount	$	38,210.00
Change Orders to Date	$	19,821.25
Contract Amount to Date		$58,031.25
Invoices to Date (including this invoice)	$	58,031.25
Balance Remaining		***($0.00)***

Remit Payment to:

Page One Consultants, Inc.
5780 Hoffner Avenue, Suite 401
Orlando, FL 32822

Invoices are due upon receipt and in accordance with the Florida Statutes. All invoices not paid within 30 days are subject to a statutory interest charge.

VERO BEACH MUNICIPAL AIRPORT - REHABILITATION OF RUNWAY 11L-29R INCLUDING TAXIWAY F AND CONNECTORS

CONSTRUCTION MATERIALS TESTING (BASE, ALTERNATE 1, ALTERNATE 2)

Item	Description	Bid Schedule		CMT Estimate		Unit	TOTAL	QUANTITY		AMOUNT		BUDGET ANALYSIS
		Unit	QTY	QTY	Unit Rate			This Period	To Date	This Period	To Date	Over / (Under)
P-152	Earthwork	LS	1									
	Proctor (pick up all in same trip)			0	$ 90.00	ea	$ -	0	0	$ -	$ -	$0.00
	Organic Content			0	$ 45.00	ea	$ -	0	0	$ -	$ -	$0.00
	Densities (Minimum 5/trip - ASTM D 6938)			16	$ 25.00	ea	$ 400.00	0	16	$ -	$ 400.00	$0.00
P-154/P-160	LBR 40 Stabilized Subbase (12")	SY	24300	*(Estimates 2000 SY/LOT)*								
	Depth Checks (by RPR via elevations)			0	$ 50.00	ea	$ -	0	0	$ -	$ -	$0.00
	LBR			3	$ 300.00	ea	$ 900.00	0	3	$ -	$ 900.00	$0.00
	Particle Size			3	$ 45.00	ea	$ 135.00	0	3	$ -	$ 135.00	$0.00
	Atterburgs			2	$ 85.00	ea	$ 170.00	0	2	$ -	$ 170.00	$0.00
	Densities (Minimum 5/trip - ASTM D 6938)			25	$ 25.00	ea	$ 625.00	0	25	$ -	$ 625.00	$0.00
P-210	Recycled Bit. Base Course (6")	SY	41000	*(Estimates 2000 SY/LOT Production Rate, excl. Test Strip)*								
	Based on 13 LOTs, incl. Test Strip	*LOTS*	*22*	*(Depth Checks every 1000 SY)*								
	Depth Checks (Minimum 8/trip)			0	$ 50.00	ea	$ -	0	0	$ -	$ -	$0.00
	Proctor			3	$ 90.00	ea	$ 270.00	0	3	$ -	$ 270.00	$0.00
	Extraction & Gradation			3	$ 160.00	ea	$ 480.00	0	3	$ -	$ 480.00	$0.00
	Densities (Minimum 8/trip - ASTM D 6938)			111	$ 25.00	ea	$ 2,775.00	0	89	$ -	$ 2,225.00	($550.00)
P-211	Limerock Base Course (6")	SY	3947	*(Estimates 500 SY/LOT)*								
	Depth Checks (by RPR via elevations)			0	$ 50.00	ea	$ -	0	0	$ -	$ -	$0.00
	LBR			1	$ 300.00	ea	$ 300.00	0	1	$ -	$ 300.00	$0.00
	Particle Size			1	$ 45.00	ea	$ 45.00	0	1	$ -	$ 45.00	$0.00
	Atterburgs			1	$ 85.00	ea	$ 85.00	0	1	$ -	$ 85.00	$0.00
	Organic Content			1	$ 45.00	ea	$ 45.00	0	1	$ -	$ 45.00	$0.00
	Densities (Minimum 4/trip - ASTM D 1556)			22	$ 50.00	ea	$ 1,100.00	0	22	$ -	$ 1,100.00	$0.00
P-401	Bituminous Surface Course	TON	6110	*(Estimates 500 TN/DAY Production Rate, excl. Test Strip)*								
	Based on 13 LOTs, incl. Test Strip	*LOTS*	*13*									
	LOT (Lab personnel REG)			112	$ 65.00	hr	$ 7,280.00	0	90.5	$ -	$ 5,882.50	($1,397.50)
	LOT (Lab personnel OT)			42	$ 85.00	hr	$ 3,570.00	0	57.5	$ -	$ 4,887.50	$1,317.50
	LOT (SR PE)			39	$ 130.00	hr	$ 5,070.00	17	45	$ 2,210.00	$ 5,850.00	$780.00
	LOT (Admin)			7	$ 50.00	hr	$ 350.00	6	10	$ 300.00	$ 500.00	$150.00
	Pre-Pave Conference			6	$ 130.00	hr	$ 780.00	0	6	$ -	$ 780.00	$0.00
	Shop Drawing/Job set-up (PE)			2	$ 130.00	hr	$ 260.00	0	2	$ -	$ 260.00	$0.00
	Shop Drawing/Job Admin			6	$ 50.00	hr	$ 300.00	4	9	$ 200.00	$ 450.00	$150.00
	Misc. support/meetings, etc. (SR PE)			16	$ 130.00	hr	$ 2,080.00	0	16	$ -	$ 2,080.00	$0.00
	Misc. support/meetings, etc. (Plant Tech)			18	$ 65.00	hr	$ 1,170.00	0	18	$ -	$ 1,170.00	$0.00
P-610	Non-structural Concrete Cylinders	N/A	N/A	*SET OF 4 SPECIMENS*								
	For misc. lighting ducts, etc.			6	$ 140.00	SET	$ 840.00	0	5	$ -	$ 700.00	($140.00)
P-701	Pipe for Storm Drains and Culverts	LF	584									
	Proctor (contractor to dig pits - 2 trips estimated)			4	$ 90.00	ea	$ 360.00	0	4	$ -	$ 360.00	$0.00
	Organic Content			4	$ 45.00	ea	$ 180.00	0	4	$ -	$ 180.00	$0.00
	Densities (Minimum 5/trip - ASTM D 6938)			174	$ 25.00	ea	$ 4,350.00	0	174	$ -	$ 4,350.00	$0.00
	Field and Laboratory Contingencies											
	Stand By Time (field tech)			193.25	$ 45.00	hr	$ 8,696.25	0	160.25	$ -	$ 7,211.25	($1,485.00)
	Min 5/trip consideration			0.166667	$ 600.00	est	$ 100.00	0	0.166666667	$ -	$ 100.00	($0.00)
	PM Time			58	$ 130.00	hr	$ 7,540.00	5	65.75	$ 650.00	$ 8,547.50	$1,007.50
	Administrative/Technical Typist			17.75	$ 50.00	hr	$ 887.50	8	18.25	$ 400.00	$ 912.50	$25.00
	Travel/Expenses			4.304688	$ 1,600.00	LS	$ 6,887.50	0.089063	4.39375125	$ 142.50	$ 7,030.00	$142.50
	TOTAL CMT (BASE, ALTERNATE 1, ALTERNATE 2)						$ 58,031.25	*This Invoice*		*$*	*3,902.50*	*$0.00*
	CONSTRUCTION MATERIALS TESTING (BASE, ALTERNATE 1, ALTERNATE 2) - BUDGET SUMMARY							*To Date*		*$*	*58,031.25*	

CHANGE ORDER -5 (FINAL)

OWNER: Vero Beach Municipal Airport
OWNER'S ADDRESS: P.O. Box 1389 Vero Beach , Florida 32961-1389
CHANGE ORDER NO.: Final **PROJECT NO.:** FDOT FM No.: 416303-1-94-01 / COVB Bid No. 440-09/CSS
CONTRACTOR: Ranger Construction Industries, Inc.
ADDRESS OF CONTRACTOR: 4510 Glades Cut-Off Road
CONTRACT DESCRIPTION: Rehabilitate Runway 11L/29R Including Taxiway F and Connectors
CONTRACT DATE: May 6, 2010

NO WORK COVERED BY THIS CHANGE ORDER MAY PROCEED UNTIL CONTRACTOR IS IN RECEIPT OF A COPY FULLY EXECUTED BY THE CONTRACTOR, THE OWNER AND THE ENGINEER. IF CONTRACTOR IS IN AGREEMENT WITH THIS CHANGE, HE SHOULD EXECUTE ALL COPIES AND RETURN ALL COPIES TO THE AIRPORT DIRECTOR WITHIN SEVEN (7) CALENDAR DAYS. THIS CHANGE WILL INCREASE OR DECREASE THE CONTRACT AMOUNT AND TIME TO COMPLETE BY THE AMOUNT SHOWN BELOW. THE GENERAL, SUPPLEMENTARY AND OTHER CONDITIONS OF THE CONTRACT SHALL APPLY TO THIS CHANGE ORDER UNLESS EXPRESSLY MODIFIED BY THIS CHANGE ORDER.

DESCRIPTION OF CHANGE:

SEE ATTACHED EXHIBITS A, B AND C

ADJUSTED CALENDAR DAYS CONTRACT TIME

ORIGINAL:	135
TO DATE:	45
THIS C.O.:	
TOTAL:	180
ORIGINAL DATE/COMPL.	10/14/2010
REVISED DATE/COMPL.	11/28/2010

ORIGINAL TOTAL CONTRACT PRICE	$ 1,938,527.82
APPROVED ADDITIONS TO CONTRACT TO DATE	$ 464,934.00
APPROVED DELETIONS TO CONTRACT TO DATE	$ 0.00
AMOUNT OF THIS CHANGE ORDER: ADD ____ DELETE X	$ -17,492.21
REVISED TOTAL CONTRACT PRICE	$ 2,385,969.61

PERCENTAGE THIS CHANGE OF CONTRACT PRICE : -0.73%

CONTRACTOR ACKNOWLEDGES, BY ITS EXECUTION AND ACCEPTANCE OF THIS CHANGE ORDER, THAT THE ADJUSTMENTS IN CONTRACT PRICE AND TIME SHOWN HEREON CONSTITUTE FULL AND COMPLETE COMPENSATION AND SATISFACTION FOR ALL COSTS AND MODIFICATIONS OF PERFORMANCE TIME INCURRED BY THE CONTRACTOR AS A RESULT OF THIS CHANGE ORDER. NO OTHER CLAIM FOR INCREASED COST OF PERFORMANCE OR MODIFICATIONS OF TIME WILL BE GRANTED BY THE OWNER FOR THE WORK COVERED BY THIS CHANGE ORDER. THE CONTRACTOR HEREBY WAIVES AND RELEASES ANY FURTHER CLAIMS FOR COST OR TIME AGAINST THE OWNER ARISING FROM OR RELATING TO THE MATTERS OR WORK SET FORTH OR CONTEMPLATED BY THIS CHANGE ORDER.

CONTRACTOR'S ACCEPTANCE: **DATE:** 4/20/11

ATTEST: **BY:**

TITLE: Project Manager

RECOMMENDED FOR APPROVAL: **DATE:** 3/28/2011

FOR WILBUR SMITH ASSOCIATES:

APPROVED: City of Vero Beach, Florida

BY: Airport Director **DATE:** 4/20/11

BY: Mayor **DATE:**

APPROVED: Florida Department of Transportation

BY: Nicole Not Aviation Coordinator **DATE:** 4/26/11

CITY OF VERO BEACH	APPROVED	DATE
City Manager	MK	5/10/11
City Attorney	WM	5/9/11
City Clerk		
Utilities		
Public Works		
Finance		
Human Resources		
Planning		

EXHIBIT A

ITEM CHANGE NO.	BID ITEM NO.	DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	SCHEDULED VALUE	FINAL QUANTITIES		QUANTITY DIFFERENCE	VALUE OF WORK COMPLETED				PERCENT OF WORK COMPLETE	VARIANCE (-COST UNDERRUN) (+COST OVERRUN)
BID SCHEDULE A - CIVIL															
1	P-101-1	Mobilization	1.00	LS	$ 88,400.00	$ 88,400.00	1.00			$ 88,400.00	$ -	$ -	$ 88,400.00	100.00%	$ -
2	P-104-1	Erosion Control & Pollution Abatement	1.00	LS	$ 4,060.00	$ 4,060.00	1.00			$ 4,060.00	$ -	$ -	$ 4,060.00	100.00%	$ -
3	P-152-1	Unclassified Excavation	3,947.00	SY	$ 1.30	$ 5,131.10	3,947.00			$ 5,131.10	$ -	$ -	$ 5,131.10	100.00%	$ -
4	P-152-2	Embankment In-Place	3,563.00	SY	$ 1.45	$ 5,166.35	3,563.00			$ 5,166.35	$ -	$ -	$ 5,166.35	100.00%	$ -
5	P-157-1	Pavement Removal	3,563.00	SY	$ 0.70	$ 2,494.10	7,313.00		(3,750.00)	$ 5,119.10	$ -	$ -	$ 5,119.10	205.25%	(2,625.00)
6	P-210-1	Cold In-Place Recycled Bituminous Base Course (6")	41,000.00	SY	$ 3.25	$ 133,250.00	41,000.00			$ 133,250.00	$ -	$ -	$ 133,250.00	100.00%	$ -
7	P-210-2	Emulsified Asphalt	82,000.00	GAL	$ 2.33	$ 191,060.00	81,990.64		9.36	$ 191,038.19	$ -	$ -	$ 191,038.19	99.99%	$ 21.81
8	P-211-1	Limerock Base Course - 6" Thick	3,947.00	SY	$ 6.75	$ 26,642.25	4,117.00		(170.00)	$ 27,789.75	$ -	$ -	$ 27,789.75	104.31%	(1,147.50)
9	P-401-1	Bituminous Surface Course (2")	6,110.00	TN	$ 88.20	$ 538,902.00	6,087.36		22.64	$ 536,905.15	$ -	$ -	$ 536,905.15	99.63%	$ 1,996.85
10	P-620-1	Runway and Taxiway Painting - With Reflective Media	12,250.00	SF	$ 0.30	$ 3,675.00	12,250.00			$ 3,675.00	$ -	$ -	$ 3,675.00	100.00%	$ -
11	P-620-2	Black Runway and Taxiway Painting - Without Reflective	15,600.00	SF	$ 0.25	$ 3,900.00	15,600.00			$ 3,900.00	$ -	$ -	$ 3,900.00	100.00%	$ -
12	P-626-1	Slurry Seal (Crack Relief, 3/4")	12,125.00	SY	$ 3.85	$ 46,681.25	11,450.00		675.00	$ 44,082.50	$ -	$ -	$ 44,082.50	94.43%	$ 2,598.75
13	D-701-1	23"x14" ERCP, Class V, Under Pavement	48.00	LF	$ 41.70	$ 2,001.60	48.00			$ 2,001.60	$ -	$ -	$ 2,001.60	100.00%	$ -
14	D-701-2	24" RCP, Class V, Under Pavement	88.00	LF	$ 59.05	$ 5,196.40	88.00			$ 5,196.40	$ -	$ -	$ 5,196.40	100.00%	$ -
15	D-701-3	30" RCP, Class V, Under Pavement	104.00	LF	$ 73.85	$ 7,680.40	104.00			$ 7,680.40	$ -	$ -	$ 7,680.40	100.00%	$ -
16	D-701-4	42" RCP, Double Pipe, Class V, Under Pavement	256.00	LF	$ 133.00	$ 34,048.00	256.00			$ 34,048.00	$ -	$ -	$ 34,048.00	100.00%	$ -
17	D-701-5	48" RCP, Class V, Under Pavement	88.00	LF	$ 161.00	$ 14,168.00	88.00			$ 14,168.00	$ -	$ -	$ 14,168.00	100.00%	$ -
18	D-701-6	Remove Existing 23"x14" ERCP, Under Pavement	48.00	LF	$ 20.20	$ 969.60	48.00			$ 969.60	$ -	$ -	$ 969.60	100.00%	$ -
19	D-701-7	Remove Existing 24" RCP, Under Pavement	88.00	LF	$ 20.20	$ 1,777.60	88.00			$ 1,777.60	$ -	$ -	$ 1,777.60	100.00%	$ -
20	D-701-8	Remove Existing 30" RCP, Under Pavement	104.00	LF	$ 20.20	$ 2,100.80	104.00			$ 2,100.80	$ -	$ -	$ 2,100.80	100.00%	$ -
21	D-701-9	Remove Existing 42" RCP, Double Pipe, Under Pavement	256.00	LF	$ 20.20	$ 5,171.20	256.00			$ 5,171.20	$ -	$ -	$ 5,171.20	100.00%	$ -
22	D-701-10	Remove Existing 48" RCP, Under Pavement	88.00	LF	$ 20.20	$ 1,777.60	88.00			$ 1,777.60	$ -	$ -	$ 1,777.60	100.00%	$ -
23	T-904-1	Sodding	22,000.00	SY	$ 1.45	$ 31,900.00	22,000.00			$ 31,900.00	$ -	$ -	$ 31,900.00	100.00%	$ -
	SUBTOTAL BID SCHEDULE A - CIVIL					**$ 1,156,153.25**				**$ 1,155,308.34**	**$ -**	**$ -**	**$ 1,155,308.34**	**99.93%**	**$ 844.91**
ADDITIVE ALTERNATE A-1 - CIVIL															
24	P-101-1	Mobilization	1.00	LS	$ 2,510.00	$ 2,510.00	1.00			$ 2,510.00	$ -	$ -	$ 2,510.00	100.00%	$ -
25	D-701-11	23"x14" ECRP, Class V, In Turf	120.00	LF	$ 42.75	$ 5,130.00	120.00			$ 5,130.00	$ -	$ -	$ 5,130.00	100.00%	$ -
26	D-701-12	24" RCP, Class V, In Turf	216.00	LF	$ 54.60	$ 11,793.60	216.00			$ 11,793.60	$ -	$ -	$ 11,793.60	100.00%	$ -
27	D-701-13	30" RCP, Class V, In Turf	280.00	LF	$ 67.45	$ 18,886.00	280.00			$ 18,886.00	$ -	$ -	$ 18,886.00	100.00%	$ -
28	D-701-14	36" RCP, Class V, In Turf	96.00	LF	$ 88.45	$ 8,491.20	96.00			$ 8,491.20	$ -	$ -	$ 8,491.20	100.00%	$ -
29	D-701-15	42" RCP, Double Pipe, Class V, In Turf	392.00	LF	$ 107.00	$ 41,944.00	392.00			$ 41,944.00	$ -	$ -	$ 41,944.00	100.00%	$ -
30	D-701-16	48" RCP, Class V, In Turf	144.00	LF	$ 127.00	$ 18,288.00	144.00			$ 18,288.00	$ -	$ -	$ 18,288.00	100.00%	$ -
31	D-701-17	Remove Existing 23"x14" ERCP, In Turf	120.00	LF	$ 15.20	$ 1,824.00	120.00			$ 1,824.00	$ -	$ -	$ 1,824.00	100.00%	$ -
32	D-701-18	Remove Existing 24" RCP, In Turf	216.00	LF	$ 15.20	$ 3,283.20	216.00			$ 3,283.20	$ -	$ -	$ 3,283.20	100.00%	$ -
33	D-701-19	Remove Existing 30" RCP, In Turf	280.00	LF	$ 15.20	$ 4,256.00	280.00			$ 4,256.00	$ -	$ -	$ 4,256.00	100.00%	$ -
34	D-701-20	Remove Existing 42" RCP, Double Pipe, In Turf	392.00	LF	$ 15.20	$ 5,958.40	392.00			$ 5,958.40	$ -	$ -	$ 5,958.40	100.00%	$ -
35	D-701-21	Remove Existing 48" RCP, In Turf	144.00	LF	$ 15.20	$ 2,188.80	144.00			$ 2,188.80	$ -	$ -	$ 2,188.80	100.00%	$ -
36	D-751-1	Ditch Bottom Inlet Type C	2.00	EA	$ 1,660.00	$ 3,320.00	2.00			$ 3,320.00	$ -	$ -	$ 3,320.00	100.00%	$ -
37	D-751-2	Ditch Bottom Inlet Type D	2.00	EA	$ 2,040.00	$ 4,080.00	2.00			$ 4,080.00	$ -	$ -	$ 4,080.00	100.00%	$ -
38	D-751-3	Ditch Bottom Inlet Type H	2.00	EA	$ 4,040.00	$ 8,080.00	2.00			$ 8,080.00	$ -	$ -	$ 8,080.00	100.00%	$ -
39	D-751-4	Remove Existing Inlet Structure (S-1)	1.00	EA	$ 400.00	$ 400.00	1.00			$ 400.00	$ -	$ -	$ 400.00	100.00%	$ -
40	D-751-5	Remove Existing Inlet Structure (S-2)	1.00	EA	$ 377.00	$ 377.00	1.00			$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -
41	D-751-6	Remove Existing Inlet Structure (S-3)	1.00	EA	$ 377.00	$ 377.00	1.00			$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -
42	D-751-7	Remove Existing Inlet Structure (S-4)	1.00	EA	$ 377.00	$ 377.00	1.00			$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -
43	D-751-8	Remove Existing Inlet Structure (S-6)	1.00	EA	$ 377.00	$ 377.00	1.00			$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -
44	D-751-9	Remove Existing Inlet Structure (S-7)	1.00	EA	$ 377.00	$ 377.00	1.00			$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -
45	D-752-1	Concrete Endwall, 24" RCP	1.00	EA	$ 1,410.00	$ 1,410.00	1.00			$ 1,410.00	$ -	$ -	$ 1,410.00	100.00%	$ -
46	D-752-2	Concrete Endwall, 36" RCP	1.00	EA	$ 3,980.00	$ 3,980.00	1.00			$ 3,980.00	$ -	$ -	$ 3,980.00	100.00%	$ -
47	D-752-3	Concrete Endwall, 42" RCP, Double Pipe	1.00	EA	$ 6,170.00	$ 6,170.00	1.00			$ 6,170.00	$ -	$ -	$ 6,170.00	100.00%	$ -
48	D-752-4	Connect to Existing Concrete Endwall, 42" RCP, Double Pipe	1.00	EA	$ 1,640.00	$ 1,640.00	0.00		1.00	$ -	$ -	$ -	$ -	0.00%	$ 1,640.00
49	D-752-5	Remove Existing Concrete Endwall Structure (S-5)	1.00	EA	$ 377.00	$ 377.00	1.00			$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -
50	D-752-6	Remove Existing Concrete Endwall Structure (S-8)	1.00	EA	$ 377.00	$ 377.00	1.00			$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -
51	D-752-7	Remove Existing Concrete Endwall Structure (S-9)	1.00	EA	$ 377.00	$ 377.00	1.00			$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -
	SUBTOTAL ADDITIVE ALTERNATE A-1 - CIVIL					**$ 156,649.20**				**$ 155,009.20**	**$ -**	**$ -**	**$ 155,009.20**	**98.95%**	**$ 1,640.00**
ADDITIVE ALTERNATE A-3 - CIVIL															

EXHIBIT A

ITEM CHANGE NO.	BID ITEM NO.	DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	SCHEDULED VALUE	FINAL QUANTITIES		QUANTITY DIFFERENCE	VALUE OF WORK COMPLETED				PERCENT OF WORK COMPLETE	VARIANCE (-COST UNDERRUN) (+COST OVERRUN)
BID SCHEDULE A - CIVIL															
1	P-101-1	Mobilization	1.00	LS	$ 88,400.00	$ 88,400.00	1.00			$ 88,400.00	$ -	$ -	$ 88,400.00	100.00%	$ -
2	P-104-1	Erosion Control & Pollution Abatement	1.00	LS	$ 4,060.00	$ 4,060.00	1.00			$ 4,060.00	$ -	$ -	$ 4,060.00	100.00%	$ -
3	P-152-1	Unclassified Excavation	3,947.00	SY	$ 1.30	$ 5,131.10	3,947.00			$ 5,131.10	$ -	$ -	$ 5,131.10	100.00%	$ -
4	P-152-2	Embankment In-Place	3,563.00	SY	$ 1.45	$ 5,166.35	3,563.00			$ 5,166.35	$ -	$ -	$ 5,166.35	100.00%	$ -
52	P-101-1	Mobilization	1.00	LS	$ 0.01	$ 0.01	1.00			$ 0.01	$ -	$ -	$ 0.01	100.00%	$ -
53	FDOT-160-1	Type B Stabilization (LBR 40) - Offsite Material Source	24,300.00	SY	$ 2.30	$ 55,890.00	24,300.00			$ 55,890.00	$ -	$ -	$ 55,890.00	100.00%	$ -
54	T-904-1	Sodding	24,300.00	SY	$ 0.95	$ 23,085.00	37,750.00		(13,450.00)	$ 35,862.50	$ -	$ -	$ 35,862.50	155.35%	(12,777.50)
	SUBTOTAL ADDITIVE ALTERNATE A-3 - CIVIL					**$ 78,975.01**				**$ 91,752.51**	**$ -**	**$ -**	**$ 91,752.51**	**116.18%**	**$ (12,777.50)**
ADDITIVE ALTERNATE A-4 - CIVIL															
55	P-101-1	Mobilization	1.00	LS	$ 0.01	$ 0.01	1.00			$ 0.01	$ -	$ -	$ 0.01	100.00%	$ -
56	P-620-1	Runway and Taxiway Painting - With Reflective Media	68,000.00	SF	$ 0.20	$ 13,600.00	68,000.00			$ 13,600.00	$ -	$ -	$ 13,600.00	100.00%	$ -
57	**SUBTOTAL ADDITIVE ALTERNATE A-4 - CIVIL**					**$ 13,600.01**				**$ 13,600.01**	**$ -**	**$ -**	**$ 13,600.01**	**100.00%**	**$ -**
BID SCHEDULE B - ELECTRICAL															
58	P-101-1	Mobilization	1.00	LS	$ 3,010.00	$ 3,010.00	1.00			$ 3,010.00	$ -	$ -	$ 3,010.00	100.00%	$ -
59	L-108-1	Hand Excavate Minimum 8" Wide x 28" Deep In Earth	500.00	LF	$ 3.85	$ 1,925.00	470.00		30.00	$ 1,809.50	$ -	$ -	$ 1,809.50	94.00%	$ 115.50
60	L-108-2	Hand Excavate Minimum 18" Wide x 36" Deep In Earth	500.00	LF	$ 6.90	$ 3,450.00	440.00		60.00	$ 3,036.00	$ -	$ -	$ 3,036.00	88.00%	$ 414.00
61	L-108-3	Saw Cut and Hand Excavate Minimum 8" Wide x 28" Deep	250.00	LF	$ 42.80	$ 10,700.00	150.00		100.00	$ 6,420.00	$ -	$ -	$ 6,420.00	60.00%	$ 4,280.00
62	L-108-4	Saw Cut and Hand Excavate 18" Wide x 36" Deep In	250.00	LF	$ 43.85	$ 10,962.50	232.00		18.00	$ 10,173.20	$ -	$ -	$ 10,173.20	92.80%	$ 789.30
63	L-108-5	3/4" x 20' Ground Rods Connected to Counterpoise at 500'	68.00	EA	$ 68.15	$ 4,634.20	68.00			$ 4,634.20	$ -	$ -	$ 4,634.20	100.00%	$ -
64	L-108-6	10' Additional Ground Rod Sections	5.00	EA	$ 42.10	$ 210.50	0.00			$ -	$ -	$ -	$ -	0.00%	$ 210.50
65	L-108-7	#8 Bare AWG Counterpoise Conductor Installed In Trench	8,900.00	LF	$ 0.55	$ 4,895.00	8,563.00		337.00	$ 4,709.65	$ -	$ -	$ 4,709.65	96.21%	$ 185.35
66	L-108-8	#6 Bare AWG Solid Counterpoise Conductor Installed In Counterpoise Trench Parallel to Edge of Pavement	15,200.00	LF	$ 1.30	$ 19,760.00	14,050.00		1,150.00	$ 18,265.00	$ -	$ -	$ 18,265.00	92.43%	$ 1,495.00
67	L-108-9	#8, 5KV, L-824 Conductor Installed In New and Existing Conduit / Ductbank / Manhole System	27,500.00	LF	$ 0.70	$ 19,250.00	18,651.00		8,849.00	$ 13,055.70	$ -	$ -	$ 13,055.70	67.82%	$ 6,194.30
68	L-108-10	#4, 5KV, L-824 Conductor Installed In New and Existing	14,000.00	LF	$ 1.40	$ 19,600.00	14,000.00			$ 19,600.00	$ -	$ -	$ 19,600.00	100.00%	$ -
69	L-108-11	#4EG, 600V, XHHW, Green Equipment Ground Installed In	7,200.00	LF	$ 0.95	$ 6,840.00	7,200.00			$ 6,840.00	$ -	$ -	$ 6,840.00	100.00%	$ -
70	L-109-1	Modify Existing Airfield Electrical Vault Electrical Distribution System, Complete	1.00	LS	$ 4,990.00	$ 4,990.00	1.00			$ 4,990.00	$ -	$ -	$ 4,990.00	100.00%	$ -
71	L-110-1	1-2" Schedule 40 PVC Conduit Direct Buried In Earth Complete In Place	24,500.00	LF	$ 2.20	$ 53,900.00	23,980.00		520.00	$ 52,756.00	$ -	$ -	$ 52,756.00	97.88%	$ 1,144.00
72	L-110-2	1-2" Schedule 40 PVC Conduit Installed In Existing Full Strength Pavement Complete In Place	100.00	LF	$ 13.05	$ 1,305.00	100.00			$ 1,305.00	$ -	$ -	$ 1,305.00	100.00%	$ -
73	L-110-3	1-2" Schedule 40 PVC Conduit Directional Bored 36" Deep Beneath Existing Full Strength and Shoulder Pavements	2,250.00	LF	$ 10.20	$ 22,950.00	1,280.00		970.00	$ 13,056.00	$ -	$ -	$ 13,056.00	56.89%	$ 9,894.00
74	L-110-4	1-4" Schedule 40 PVC Conduit Instaled In New Full Strength Pavement Complete In Place	450.00	LF	$ 14.05	$ 6,322.50	114.00		336.00	$ 1,601.70	$ -	$ -	$ 1,601.70	25.33%	$ 4,720.80
75	L-110-5	Hand Excavate and Concrete Encase Existing 2W4" Ductbank, Complete	150.00	LF	$ 41.45	$ 6,217.50	150.00			$ 6,217.50	$ -	$ -	$ 6,217.50	100.00%	$ -
76	L-110-6	Intercept Existing Conduit System and Connect to New Conduit System and Extend Circuit	27.00	EA	$ 49.10	$ 1,325.70	14.00		13.00	$ 687.40	$ -	$ -	$ 687.40	51.85%	$ 638.30
77	L-110-7	Intercept Existing 2W4" Ductbank System and Connect to New Conduit Systems and Extend Circuit	8.00	EA	$ 898.00	$ 7,184.00	10.00		(2.00)	$ 8,980.00	$ -	$ -	$ 8,980.00	125.00%	(1,796.00)
78	L-125-1	Intercept Existing Light Base Can In Earth / Existing Pavement, Connect to Conduit System and Extend Circuit	6.00	EA	$ 207.00	$ 1,242.00	6.00			$ 1,242.00	$ -	$ -	$ 1,242.00	100.00%	$ -
79	L-125-2	Intercept Existing Circuit Conductors In Existing Base Can / Manhole / Junction Can and Extend Circuits	20.00	EA	$ 182.00	$ 3,640.00	11.00		9.00	$ 2,002.00	$ -	$ -	$ 2,002.00	55.00%	$ 1,638.00
80	L-125-3	Intercept Existing Sign Pad In Earth / Existing Pavement, Connect to Conduit System and Extend Circuit	12.00	EA	$ 812.00	$ 9,744.00	14.00		(2.00)	$ 11,368.00	$ -	$ -	$ 11,368.00	116.67%	(1,624.00)
81	L-125-4	Core Drill Existing Manhole In Earth and Connect to Conduit System and Extend Circuit	2.00	EA	$ 289.00	$ 578.00	2.00			$ 578.00	$ -	$ -	$ 578.00	100.00%	$ -

EXHIBIT A

ITEM CHANGE NO.	BID ITEM NO.	DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	SCHEDULED VALUE	FINAL QUANTITIES		QUANTITY DIFFERENCE	VALUE OF WORK COMPLETED				PERCENT OF WORK COMPLETE	VARIANCE (-COST UNDERRUN) (+COST OVERRUN)
BID SCHEDULE A - CIVIL															
1	P-101-1	Mobilization	1.00	LS	$ 88,400.00	$ 88,400.00	1.00			$ 88,400.00	$ -	$ -	$ 88,400.00	100.00%	$ -
2	P-104-1	Erosion Control & Pollution Abatement	1.00	LS	$ 4,060.00	$ 4,060.00	1.00			$ 4,060.00	$ -	$ -	$ 4,060.00	100.00%	$ -
3	P-152-1	Unclassified Excavation	3,947.00	SY	$ 1.30	$ 5,131.10	3,947.00			$ 5,131.10	$ -	$ -	$ 5,131.10	100.00%	$ -
4	P-152-2	Embankment In-Place	3,563.00	SY	$ 1.45	$ 5,166.35	3,563.00			$ 5,166.35	$ -	$ -	$ 5,166.35	100.00%	$ -
82	L-125-5	Clean and Re-Rack Existing Manhole	2.00	EA	$ 264.00	$ 528.00	2.00			$ 528.00	$ -	$ -	$ 528.00	100.00%	$ -
83	L-125-6	L-867 16" Diameter x 24" Deep Junction Can With Cover Installed In Earth / Rock	5.00	EA	$ 758.00	$ 3,790.00	4.00		1.00	$ 3,032.00	$ -	$ -	$ 3,032.00	80.00%	$ 758.00
84	L-125-7	New 2 Can Bottomless Junction Can Plaza In Earth / Rock	14.00	EA	$ 2,420.00	$ 33,880.00	14.00			$ 33,880.00	$ -	$ -	$ 33,880.00	100.00%	$ -
85	L-125-8	New L-861 Runway MIRL Elevated Edge Light and Base Can In Earth / Rock	34.00	EA	$ 753.00	$ 25,602.00	34.00			$ 25,602.00	$ -	$ -	$ 25,602.00	100.00%	$ -
86	L-125-9	New L-861E Runway MIRL Elevated Threshold Light and Base Can In Earth / Rock	16.00	EA	$ 782.00	$ 12,512.00	16.00			$ 12,512.00	$ -	$ -	$ 12,512.00	100.00%	$ -
87	L-125-10	Relocated Taxiway Elevated Edge Light and Base Can In Earth / Rock	130.00	EA	$ 419.00	$ 54,470.00	130.00			$ 54,470.00	$ -	$ -	$ 54,470.00	100.00%	$ -
88	L-125-11	Provide and Install 2 Box PAPI 11L System, Complete	1.00	LS	$ 16,600.00	$ 16,600.00	1.00			$ 16,600.00	$ -	$ -	$ 16,600.00	100.00%	$ -
89	L-125-12	Provide and Install New PAPI 29R Power Pedestal, Complete	1.00	LS	$ 5,150.00	$ 5,150.00	1.00			$ 5,150.00	$ -	$ -	$ 5,150.00	100.00%	$ -
90	L-125-13	Modify Existing Windcone Electrical Service, Complete	2.00	EA	$ 437.00	$ 874.00	2.00			$ 874.00	$ -	$ -	$ 874.00	100.00%	$ -
91	L-125-14	Removal of Existing Junction Can / Light Base Can In Earth, Complete	12.00	EA	$ 140.00	$ 1,680.00	12.00			$ 1,680.00	$ -	$ -	$ 1,680.00	100.00%	$ -
92	L-125-15	Removal of Existing Runway Stake Mounted Edge / Threshold Light In Earth, Complete	49.00	EA	$ 19.05	$ 933.45	49.00			$ 933.45	$ -	$ -	$ 933.45	100.00%	$ -
93	L-125-16	Removal of Existing Guidance Sign and Concrete Base, Complete	3.00	EA	$ 770.00	$ 2,310.00	7.00		(4.00)	$ 5,390.00	$ -	$ -	$ 5,390.00	233.33%	(3,080.00)
94	L-125-17	Re-Panel Existing Size 2, 3 Module L-858 Guidance Sign	1.00	EA	$ 1,680.00	$ 1,680.00	1.00			$ 1,680.00	$ -	$ -	$ 1,680.00	100.00%	$ -
95	L-125-18	Relocate Existing Size 2, 1 Module Guidance Sign with New Concrete Base In Earth / Rock	2.00	EA	$ 2,090.00	$ 4,180.00	2.00			$ 4,180.00	$ -	$ -	$ 4,180.00	100.00%	$ -
96	L-125-19	Relocate Existing Size 2, 2 Module Guidance Sign With New Concrete Base In Earth / Rock	1.00	EA	$ 2,280.00	$ 2,280.00	1.00			$ 2,280.00	$ -	$ -	$ 2,280.00	100.00%	$ -
97	L-125-20	Relocate Existing Size 2, 3 Module Guidance Sign With New Concrete Base In Earth / Rock	6.00	EA	$ 2,410.00	$ 14,460.00	6.00			$ 14,460.00	$ -	$ -	$ 14,460.00	100.00%	$ -
98	L-125-21	Removal of Existing PAPI 11L and Power and Control Pedestal In Earth / Rock	1.00	EA	$ 437.00	$ 437.00	1.00			$ 437.00	$ -	$ -	$ 437.00	100.00%	$ -
99	L-125-22	Identification of Cables, Ductbanks, Lighting Fixtures and Signs Per FAA Specifications	1.00	LS	$ 3,990.00	$ 3,990.00	1.00			$ 3,990.00	$ -	$ -	$ 3,990.00	100.00%	$ -
100	L-125-23	Temporary Wiring to Maintain Existing Systems In Operation or To Bypass Segments of Existing Systems	1.00	LS	$ 1,010.00	$ 1,010.00	1.00			$ 1,010.00	$ -	$ -	$ 1,010.00	100.00%	$ -
101	L-125-24	New L-861 LED Taxiway Elevated Edge Light and Base Can In Earth / Rock	4.00	EA	$ 901.00	$ 3,604.00	2.00		2.00	$ 1,802.00	$ -	$ -	$ 1,802.00	50.00%	$ 1,802.00
	SUBTOTAL BID SCHEDULE B - ELECTRICAL					$ 414,606.35				$ 386,827.30	$ -	$ -	$ 386,827.30	93.30%	$ 27,779.05
ADDITIVE ALTERNATE B-1 - ELECTRICAL															
102	L-125-25	New L-861 LED Taxiway Elevated Edge Light Installed On Relocated or Existing Base Can	180.00	EA	$ 386.00	$ 69,480.00	180.00			$ 69,480.00	$ -	$ -	$ 69,480.00	100.00%	$ -
	SUBTOTAL ADDITIVE ALTERNATE B-1 - ELECTRICAL					$ 69,480.00				$ 69,480.00	$ -	$ -	$ 69,480.00	100.00%	$ -
ADDITIVE ALTERNATE B-2 - ELECTRICAL															
103	L-125-25	Replace Existing With New Airfield Lighting Control and	1.00	AL	$ 49,064.00	$ 49,064.00	1.00			$ 49,064.00	$ -	$ -	$ 49,064.00	100.00%	$ -
	SUBTOTAL ADDITIVE ALTERNATE B-2 - ELECTRICAL					$ 49,064.00				$ 49,064.00	$ -	$ -	$ 49,064.00	100.00%	$ -
- -		CHANGE ORDER #1													
104		Runway Closure Markers	2.00	EA	$ 18,568.00	$ 37,136.00	2.00			$ 37,136.00	$ -	$ -	$ 37,136.00	100.00%	$ -
	SUBTOTAL CHANGE ORDER #1					$ 37,136.00				$ 37,136.00			$ 37,136.00	100.00%	$ -

EXHIBIT A

ITEM CHANGE NO.	BID ITEM NO.	DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	SCHEDULED VALUE	FINAL QUANTITIES		QUANTITY DIFFERENCE	VALUE OF WORK COMPLETED				PERCENT OF WORK COMPLETE	VARIANCE (-COST UNDERRUN) (+COST OVERRUN)
BID SCHEDULE A - CIVIL															
1	P-101-1	Mobilization	1.00	LS	$ 88,400.00	$ 88,400.00	1.00			$ 88,400.00	$ -	$ -	$ 88,400.00	100.00%	$ -
2	P-104-1	Erosion Control & Pollution Abatement	1.00	LS	$ 4,060.00	$ 4,060.00	1.00			$ 4,060.00	$ -	$ -	$ 4,060.00	100.00%	$ -
3	P-152-1	Unclassified Excavation	3,947.00	SY	$ 1.30	$ 5,131.10	3,947.00			$ 5,131.10	$ -	$ -	$ 5,131.10	100.00%	$ -
4	P-152-2	Embankment In-Place	3,563.00	SY	$ 1.45	$ 5,166.35	3,563.00			$ 5,166.35	$ -	$ -	$ 5,166.35	100.00%	$ -
		CHANGE ORDER #2													
		RCI CO #2													
105		D-751-1	2.00	EA	$ 1,660.00	$ 3,320.00	2.00			$ 3,320.00	$ -	$ -	$ 3,320.00	100.00%	$ -
106		D-751-7	2.00	EA	$ 377.00	$ 754.00	2.00			$ 754.00	$ -	$ -	$ 754.00	100.00%	$ -
107		Mobilization/Dump Truck	1.00	LS	$ 2,088.00	$ 2,088.00	1.00			$ 2,088.00	$ -	$ -	$ 2,088.00	100.00%	$ -
		RCI CO #3													
108		D-751-3	1.00	EA	$ 4,040.00	$ 4,040.00	1.00			$ 4,040.00	$ -	$ -	$ 4,040.00	100.00%	$ -
109		D-751-4	1.00	EA	$ 400.00	$ 400.00	1.00			$ 400.00	$ -	$ -	$ 400.00	100.00%	$ -
	SUBTOTAL CHANGE ORDER # 2					**$ 10,602.00**				**$ 10,602.00**			**$ 10,602.00**	**100.00%**	**$ -**
		CHANGE ORDER #3													
		RCI CO #4													
110		L-108-5	11.00	EA	$ 68.15	$ 749.65	16.00		(5.00)	$ 1,090.40	$ -	$ -	$ 1,090.40	145.45%	(340.75)
111		L-108-8	8,000.00	LF	$ 1.30	$ 10,400.00	8,000.00			$ 10,400.00	$ -	$ -	$ 10,400.00	100.00%	$ -
112		L-108-9	11,500.00	LF	$ 0.70	$ 8,050.00	12,169.00		(669.00)	$ 8,518.30	$ -	$ -	$ 8,518.30	105.82%	(468.30)
113		L-110-1	7,000.00	LF	$ 2.20	$ 15,400.00	7,000.00			$ 15,400.00	$ -	$ -	$ 15,400.00	100.00%	$ -
114		L-110-2	60.00	EA	$ 13.05	$ 783.00	60.00			$ 783.00	$ -	$ -	$ 783.00	100.00%	$ -
115		L-110-3	700.00	LF	$ 10.20	$ 7,140.00	543.00		157.00	$ 5,538.60	$ -	$ -	$ 5,538.60	77.57%	$ 1,601.40
116		L-110-6	10.00	EA	$ 49.10	$ 491.00	11.00		(1.00)	$ 540.10	$ -	$ -	$ 540.10	110.00%	(49.10)
117		L-125-1	10.00	EA	$ 207.00	$ 2,070.00	10.00			$ 2,070.00	$ -	$ -	$ 2,070.00	100.00%	$ -
118		L-125-15	97.00	EA	$ 19.05	$ 1,847.85	97.00			$ 1,847.85	$ -	$ -	$ 1,847.85	100.00%	$ -
119		L-125-25	640.00	EA	$ 386.00	$ 247,040.00	640.00			$ 247,040.00	$ -	$ -	$ 247,040.00	100.00%	$ -
120		L-867B12X24 Base Class 1A Installed in Earth	97.00	EA	$ 737.50	$ 71,537.50	98.00		(1.00)	$ 72,275.00	$ -	$ -	$ 72,275.00	101.03%	(737.50)
121		New Base Plates	500.00	EA	$ 18.75	$ 9,375.00	500.00			$ 9,375.00	$ -	$ -	$ 9,375.00	100.00%	$ -
122		Project Management/Supervision	1.00	LS	$ 18,951.00	$ 18,951.00	1.00			$ 18,951.00	$ -	$ -	$ 18,951.00	100.00%	$ -
	SUBTOTAL CHANGE ORDER # 3					**$ 393,835.00**				**$ 393,829.25**	**$ -**		**$ 393,829.25**	**100.00%**	**$ 5.75**
		CHANGE ORDER # 4													
		RCI CO #5													
123		L-861 Clear Elev. Runway Edge LED Light	36.00	EA	$ 428.75	$ 15,435.00	36.00			$ 15,435.00	$ -	$ -	$ 15,435.00	100.00%	$ -
124		L-861 Red/Green Threshold LED Light	17.00	EA	$ 466.235	$ 7,926.00	17.00			$ 7,926.00	$ -	$ -	$ 7,926.00	100.00%	$ -
	SUBTOTAL CHANGE ORDER # 4					**$ 23,361.00**				**$ 23,361.00**	**$ -**		**$ 23,361.00**	**100.00%**	**$ -**
		GRAND TOTALS				**$ 2,403,461.82**				**$ 2,385,969.61**	**$ -**		**$ 2,385,969.61**	**99.27%**	**$ 17,492.21**

EXHIBIT B
FINAL QUANTITIES CHANGE ORDER
Quantities and Costs

Bid Schedule A - Civil

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
5	P-157-1	3,563	7,313	+3,750	0.70	SY	2,494.10	5,166.35	+2,672.25
7	P-201-2	82,000	81,990.64	-9.36	2.33	GAL	191,060.00	5,596.00	-754.00
8	P-211-1	3,947	4,117	+170	6.75	SY	26,642.25	27,789.75	+1,147.50
9	P-401-1	6,110	6,087.36	-22.64	88.20	TN	538,902.00	536,905.15	-1,996.85
12	P-626-1	12,125	11,450	-675.00	3.85	SY	46,681.25	44,082.50	-2,598.75

Additive Alternate A-1 - Civil

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
48	D-752-4	1	0	-1	1,640.00	EA	1,640.00	0.00	-1,640.00

Additive Alternate A-3 - Civil

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
54	T-904-1	24,300	37,750	0.95	0.95	SY	23,085.00	35,862.50	+12,777.50

Bid Schedule B - Electrical

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
59	L-108-1	500	470	-30	3.85	LF	1,925.00	1,809.50	-115.50
60	L-108-2	500	440	-60	6.90	LF	3,450.00	3,036.00	-414.00
61	L-108-3	250	150	-100	42.80	LF	1,925.00	1,809.50	-4,280.00
62	L-108-4	250	232	-18	43.85	LF	10,962.50	10,173.20	-789.30
64	L-108-6	5	0	-5	42.10	EA	210.50	0.00	-210.50
65	L-108-7	8,900	8,563	-337	0.55	LF	4,895.00	4,709.65	-185.35
66	L-108-8	15,200	14,050	-1,150	1.30	LF	19,760.00	18,265.00	-1,495.00
67	L-108-9	27,500	18,651	-8,849	0.70	LF	19,250.00	13,055.70	-6,194.30
70	L-110-1	24,5000	23,980	-520	2.20	LF	53,900.00	52,756.00	-1,144.00
73	L-110-3	2,250	1,280	-970	10.20	LF	22,950.00	13,056.00	-9,894.00
74	L-110-4	450	114	-336	14.05	LF	6,322.50	1,601.70	-4,720.80
76	L-110-6	27	14	-13	49.10	EA	1,325.70	687.40	-638.30
77	L-110-7	8	10	+2	898.00	EA	7,184.00	8,980.00	+1,796.00
79	L-125-2	20	11	-9	182.00	EA	3,640.00	2,002.00	-1,638.00
80	L-125-3	12	14	+2	812.00	EA	9,744.00	11,368.00	+1,624.00
83	L-125-6	5	4	-1	758.00	EA	3,790.00	3,032.00	-758.00
93	L-125-16	3	7	+3	770.00	EA	2,310.00	5,390.00	+3,080.00
101	L-125-24	4	2	-2	901.00	EA	3,604.00	1,802.00	-1,802.00

Change Order #3 – Electrical

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
110	L-108-5	11	16	+5	68.15	EA	749.65	1,090.40	+340.75
112	L-108-9	11,500	12,169	+669	0.70	LF	8,050.00	8,518.30	+468.30
115	L-110-3	700	543	-157	10.20	EA	7,140.00	5,538.60	-1,601.40
116	L-110-6	10	11	+1	49.10	EA	491.00	540.10	+49.10
120	L-867B	97	98	+1	737.50	EA	71,537.50	72,275.00	+737.50

EXHIBIT C
CHANGE ORDER #2
ADDITIONS/DELETIONS
Changes Ordered and Reasons Ordered

Bid Schedule A - Civil

Item Change No.	Description of Change
5	**ADD** 3,750 square yards of Pavement Removal per the request of the Airport Director. (Along Runway 4-22, south of Taxiway A-2).
7	**DELETE** 9.36 gallons of emulsified asphalt. The actual quantity required is less than that estimated during design.
8	**ADD** 170 square yards Limerock Base Course – 6" Thick, per the request of the Airport Director. (Along Runway 4-22, south of Taxiway A-2).
9	**DELETE** 22.64 tons of Bituminous Surface Course (2") asphalt. The actual quantity required is less than that estimated during the pavement design.
12	**DELETE** 675 square yards of Slurry Seal (Crack Relief, 3/4"). The actual quantity required is less than that estimated during the pavement design.

Additive Alternate A-1 - Civil

Item Change No.	Description of Change
48	**DELETE** 1 each Connect to Existing Concrete Endwall, 42" RCP, Double Pipe. The actual quantity required is less than that identified in the field survey and estimated during stormwater drainage design.

Additive Alternate A-3 - Civil

Item Change No.	Description of Change
54	**ADD** 13,450 square yards of Sodding per the direction of Airport Staff. Additional areas of soil erosion not originally included in the project were identified.

Bid Schedule B - Electrical

Item Change No.	Description of Change
59	**DELETE** 30 linear feet of Hand Excavate Minimum 8" Wide x 28" Deep In Earth. The actual quantity required is less than that estimated during design.
60	**DELETE** 60 linear feet of Hand Excavate Minimum 18" Wide x 36" Deep In Earth. The actual quantity required is less than that estimated during design.
61	**DELETE** 100 linear feet of Saw Cut and Hand Excavate Minimum 8" Wide x 28" Deep In Existing Full Strength Pavement. The actual quantity required is less than that estimated during design.
62	**DELETE** 18 linear feet of Saw Cut and Hand Excavate 18" Wide x 36" Deep In Existing Full Strength Pavement. The actual quantity required is less than that estimated during design.
64	**DELETE** 5 each 10' Additional Ground Rod Sections. Field modifications resulted in a design which did not require the use of the 10' Additional Ground Rod Sections.
65	**DELETE** 337 linear feet of #6 Bare AWG Counterpoise Conductor Installed In Trench Not Parallel to Edge of Pavement. The actual quantity required is less than that estimated during design.
66	**DELETE** 1,150 linear feet of #6 Bare AWG Solid Counterpoise Conductor Installed In Counterpoise Trench Parallel to Edge of Pavement. Field modifications resulted in a design which reduced the linear feet required.
67	**DELETE** 8,849 linear feet of #8, 5KV, L-824 Conductor Installed In New and Existing Conduit / Ductbank / Manhole System. Field modifications resulted in a design which reduced the linear feet required.
71	**DELETE** 520 linear feet of 1-2" Schedule 40 PVC Conduit Direct Buried In Earth Complete, In Place. Field modifications resulted in a design which reduced the linear feet required.
73	**DELETE** 970 linear feet of 1-2" Schedule 40 PVC Conduit Directional Bored 36" Deep Beneath Existing Full Strength and Shoulder Pavements. Field modifications resulted in a design which reduced the linear feet required.
74	**DELETE** 336 linear feet of 1-4" Schedule 40 PVC Conduit Installed In New Full Strength Pavement Complete, In Place. Field modifications resulted in a design which reduced the linear feet required.
76	**DELETE** 13 each Intercept Existing Conduit System and Connect to New Conduit System and Extend Circuit. Field modifications resulted in a design which reduced the number required.

Bid Schedule B – Electrical (cont'd)

Item Change No.	Description of Change
77	**ADD** 2 each Intercept Existing 2W4" Ductbank System and Connect to New Conduit Systems and Extend Circuit. Due to the condition of existing electrical equipment being in worse condition than originally believed, the actual quantity required is more than that estimated.
79	**DELETE** 9 each Intercept Existing Circuit Conductors In Existing Base Can / Manhole / Junction Can and Extend Circuits. Field modifications resulted in a design which reduced the number required combined with the actual quantity required being less than that estimated during design.
80	**ADD** 2 each Intercept Existing Sign Pad In Earth / Existing Pavement, Connect to Conduit System and Extend Circuit. The actual quantity required is more than that estimated during design.
83	**DELETE** 1 each L-867 16" Diameter x 24" Deep Junction Can With Cover Installed In Earth / Rock. The actual quantity required is less than that estimated during design.
93	**ADD** 4 each Removal of Existing Guidance Sign and Concrete Base, Complete. Due to the condition of existing electrical equipment being in worse condition than originally believed, the actual quantity required is more than that estimated.
101	**DELETE** 2 each New L-861 LED Taxiway Elevated Edge Light and Base Can In Earth / Rock. Field modifications resulted in a design which reduced the number required.

Change Order #3

Item Change No.	Description of Change
110	**ADD** 5 each 3/4" x 20' Ground Rods Connected to Counterpoise at 500'. Additional sections were required to achieve megohm resistance readings per the specification.
112	**ADD** 669 linear feet of #8, 5KV, L-824 Conductor Installed In New and Existing Conduit / Ductbank / Manhole System. Additional medium taxiway lights were identified by Airport Staff as requiring replacement, which resulted in an increase of cable.
115	**DELETE** 157 linear feet of 1-2" Schedule 40 PVC Conduit Directional Bored 36" Deep Beneath Existing Full Strength and Shoulder Pavements. Field modifications resulted in a design which reduced the number of linear feet required.
116	**ADD** 1 each Intercept Existing Conduit System and Connect to New Conduit System and

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
City of Vero Beach
P. O. Box 1389
Vero Beach, FL 32961

PROJECT:
Rehabilitate Runway 11L-29R
Including Taxiway F and Connectors & Lighting

APPLICATION NO: *8 & FINAL*

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

PERIOD TO: *1/21/2011*
2/1/2011

FROM CONTRACTOR:
Ranger Construction Industries, Inc.
101 Sansbury's Way
West Palm Beach, FL 33411

PROJECT NOS: *440-09/CSS 416303-1-94-01*

CONTRACT FOR:

CONTRACT DATE: *05/06/10*

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM		$ 1,938,527.82
2. Net change by Change Orders		$ 464,934.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 2,403,461.82
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 2,385,969.61
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$ RELEASED	
b. 10 % of Stored Material (Column F on G703)	$ -	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 2,385,969.61
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 2,147,372.65
8. CURRENT PAYMENT DUE		$ 238,596.96
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 17,492.21

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 464,934.00	$ -
Total approved this Month	$ -	$ -
TOTALS	$ 464,934.00	$ -
NET CHANGES by Change Order	$ 464,934.00	

CONTRACTOR: RANGER CONSTRUCTION INDUSTRIES, INC.

By: [signature] Date: 4/12/11

State of: Florida County of: St. Lucie
Subscribed and sworn to before me this -
Notary Public:
My Commission expires:
Personally known by me.

Notary Public State of Florida
Dienne Lynn Beasley
My Commission DD713298
Expires 10/23/2011

~~ARCHITECT'S~~ OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the ~~Architect~~ Owner certifies ~~to the Owner~~ that to the best of the ~~Architect's~~ Owner's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 238,596.96

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

~~ARCHITECT~~ OWNER'S REPRESENTATIVE:

By: [signature] Date: 4/18/2011

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Initial

CITY OF VERO BEACH MUNICIPAL AIRPORT

WAIVER AND RELEASE OF ALL CLAIMS UPON FINAL PAYMENT

Project: Rehabilitate Runway 11L-29R
Date of Contract: May 6 2010

Project No. 440-09/CSS 416303-1-94-01
Contract No. _____

The undersigned contractor for the above-referenced contract, in consideration of final payment in the sum of $ 238,596.96, the receipt and sufficiency of which is acknowledged, hereby waives and releases any and all claims and right to make any claim for any and all labor, services, materials, and equipment furnished to the City of Vero Beach ("City") and arising under or by virtue of the above-referenced contract and changes thereto and hereby agrees to indemnify and hold harmless the City from any and all claims of any subcontractor having an interest in the contract. The term "subcontractor," as used herein, shall include any and all persons and firms furnishing labor, materials, services, or equipment incorporated into or supplied for the work under the contract, stockpiled for the project, or arising under any equipment-rental agreements.

This waiver and release of all claims is executed by the contractor for itself and its representatives, assigns and successors and covers all past and existing claims for work under the contract. In executing this waiver and release of all claims, I represent and certify to the City that I possess the authority and capacity to execute this waiver and release of all claims for the contractor, its representatives, assigns and successors, and to thereby bind them, and I agree to personally indemnify and hold harmless the City from any and all liabilities and costs, including attorney's fees, as may be imposed upon or incurred by the City because of any defect in or lack of my authority or legal capacity to execute this waiver and release of all claims for the contractor, its representatives, assigns and successors.

Ranger Construction Industries, Inc.
Contractor

By: Miguel G. Correa
Print Name: Miguel G. Correa
Title: Vice President

STATE OF FLORIDA
COUNTY OF St. Lucie

Sworn to and subscribed before me this 12th day of April, 2011, by Miguel G. Correa, who ✓ is personally known to me OR ____ produced _____ as identification.

Notary Public
Print Name:
My Commission Expires

Notary Public State of Florida
Dianne Lynn Beasley
My Commission DD713298
Expires 10/23/2011

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Contractor's signed certification is attached.
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Use Column I on Contracts where variable retainage for line items may apply.

	A ITEM NO.	B DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	C SCHEDULED VALUE	PREVIOUS QUANTITIES	CURRENT QUANTITIES	QUANTI TO DA
BID SCHEDULE A - CIVIL									
1	P-101-1	Mobilization	1.00	LS	$ 88,400.00	$ 88,400.00	1.00		1
2	P-104-1	Erosion Control & Pollution Abatement	1.00	LS	$ 4,060.00	$ 4,060.00	1.00		1
3	P-152-1	Unclassified Excavation	3,947.00	SY	$ 1.30	$ 5,131.10	3,947.00		3,947
4	P-152-2	Embankment In-Place	3,563.00	SY	$ 1.45	$ 5,166.35	3,563.00		3,563
5	P-157-1	Pavement Removal	3,563.00	SY	$ 0.70	$ 2,494.10	7,313.00		7,313
6	P-210-1	Cold In-Place Recycled Bituminous Base Course (6")	41,000.00	SY	$ 3.25	$ 133,250.00	41,000.00		41,000
7	P-210-2	Emulsified Asphalt	82,000.00	GAL	$ 2.33	$ 191,060.00	81,990.64		81,990
8	P-211-1	Limerock Base Course - 6" Thick	3,947.00	SY	$ 6.75	$ 26,642.25	4,117.00		4,117
9	P-401-1	Bituminous Surface Course (2")	6,110.00	TN	$ 88.20	$ 538,902.00	6,087.36		6,087
10	P-620-1	Runway and Taxiway Painting - With Reflective Media	12,250.00	SF	$ 0.30	$ 3,675.00	12,250.00		12,250
11	P-620-2	Black Runway and Taxiway Painting - Without Reflective Media	15,600.00	SF	$ 0.25	$ 3,900.00	15,600.00		15,600
12	P-626-1	Slurry Seal (Crack Relief, 3/4")	12,125.00	SY	$ 3.85	$ 46,681.25	11,450.00		11,450
13	D-701-1	23"x14" ERCP, Class V, Under Pavement	48.00	LF	$ 41.70	$ 2,001.60	48.00		48
14	D-701-2	24" RCP, Class V, Under Pavement	88.00	LF	$ 59.05	$ 5,196.40	88.00		88
15	D-701-3	30" RCP, Class V, Under Pavement	104.00	LF	$ 73.85	$ 7,680.40	104.00		104
16	D-701-4	42" RCP, Double Pipe, Class V, Under Pavement	256.00	LF	$ 133.00	$ 34,048.00	256.00		256
17	D-701-5	48" RCP, Class V, Under Pavement	88.00	LF	$ 161.00	$ 14,168.00	88.00		88
18	D-701-6	Remove Existing 23"x14" ERCP, Under Pavement	48.00	LF	$ 20.20	$ 969.60	48.00		48
19	D-701-7	Remove Existing 24" RCP, Under Pavement	88.00	LF	$ 20.20	$ 1,777.60	88.00		88
20	D-701-8	Remove Existing 30" RCP, Under Pavement	104.00	LF	$ 20.20	$ 2,100.80	104.00		104
21	D-701-9	Remove Existing 42" RCP, Double Pipe, Under Pavement	256.00	LF	$ 20.20	$ 5,171.20	256.00		256
22	D-701-10	Remove Existing 48" RCP, Under Pavement	88.00	LF	$ 20.20	$ 1,777.60	88.00		88
23	T-904-1	Sodding	22,000.00	SY	$ 1.45	$ 31,900.00	22,000.00		22,000
	SUBTOTAL BID SCHEDULE A - CIVIL					$ 1,156,153.25			
ADDITIVE ALTERNATE A-1 - CIVIL									
1	P-101-1	Mobilization	1.00	LS	$ 2,510.00	$ 2,510.00	1.00		1.
2	D-701-11	23"x14" ECRP, Class V, In Turf	120.00	LF	$ 42.75	$ 5,130.00	120.00		120.
3	D-701-12	24" RCP, Class V, In Turf	216.00	LF	$ 54.60	$ 11,793.60	216.00		216.
4	D-701-13	30" RCP, Class V, In Turf	280.00	LF	$ 67.45	$ 18,886.00	280.00		280.
5	D-701-14	36" RCP, Class V, In Turf	96.00	LF	$ 88.45	$ 8,491.20	96.00		96.
6	D-701-15	42" RCP, Double Pipe, Class V, In Turf	392.00	LF	$ 107.00	$ 41,944.00	392.00		392.
7	D-701-16	48" RCP, Class V, In Turf	144.00	LF	$ 127.00	$ 18,288.00	144.00		144.
8	D-701-17	Remove Existing 23"x14" ERCP, In Turf	120.00	LF	$ 15.20	$ 1,824.00	120.00		120.
9	D-701-18	Remove Existing 24" RCP, In Turf	216.00	LF	$ 15.20	$ 3,283.20	216.00		216.
10	D-701-19	Remove Existing 30" RCP, In Turf	280.00	LF	$ 15.20	$ 4,256.00	280.00		280.
11	D-701-20	Remove Existing 42" RCP, Double Pipe, In Turf	392.00	LF	$ 15.20	$ 5,958.40	392.00		392.
12	D-701-21	Remove Existing 48" RCP, In Turf	144.00	LF	$ 15.20	$ 2,188.80	144.00		144.
13	D-751-1	Ditch Bottom Inlet Type C	2.00	EA	$ 1,660.00	$ 3,320.00	2.00		2.
14	D-751-2	Ditch Bottom Inlet Type D	2.00	EA	$ 2,040.00	$ 4,080.00	2.00		2.
15	D-751-3	Ditch Bottom Inlet Type H	2.00	EA	$ 4,040.00	$ 8,080.00	2.00		2.
16	D-751-4	Remove Existing Inlet Structure (S-1)	1.00	EA	$ 400.00	$ 400.00	1.00		1.
17	D-751-5	Remove Existing Inlet Structure (S-2)	1.00	EA	$ 377.00	$ 377.00	1.00		1.
18	D-751-6	Remove Existing Inlet Structure (S-3)	1.00	EA	$ 377.00	$ 377.00	1.00		1.
19	D-751-7	Remove Existing Inlet Structure (S-4)	1.00	EA	$ 377.00	$ 377.00	1.00		1.
20	D-751-8	Remove Existing Inlet Structure (S-6)	1.00	EA	$ 377.00	$ 377.00	1.00		1.
21	D-751-9	Remove Existing Inlet Structure (S-7)	1.00	EA	$ 377.00	$ 377.00	1.00		1.
22	D-752-1	Concrete Endwall, 24" RCP	1.00	EA	$ 1,410.00	$ 1,410.00	1.00		1.
23	D-752-2	Concrete Endwall, 36" RCP	1.00	EA	$ 3,980.00	$ 3,980.00	1.00		1.
24	D-752-3	Concrete Endwall, 42" RCP, Double Pipe	1.00	EA	$ 6,170.00	$ 6,170.00	1.00		1.
25	D-752-4	Connect to Existing Concrete Endwall, 42" RCP, Double Pipe	1.00	EA	$ 1,640.00	$ 1,640.00	0.00		0.
26	D-752-5	Remove Existing Concrete Endwall Structure (S-5)	1.00	EA	$ 377.00	$ 377.00	1.00		1.

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Use Column I on Contracts where variable retainage for line items may apply.

	A ITEM NO.	B DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	C SCHEDULED VALUE	PREVIOUS QUANTITIES	CURRENT QUANTITIES	QUANT TO DA
27	D-752-6	Remove Existing Concrete Endwall Structure (S-8)	1.00	EA	$ 377.00	$ 377.00	1.00		
28	D-752-7	Remove Existing Concrete Endwall Structure (S-9)	1.00	EA	$ 377.00	$ 377.00	1.00		
	SUBTOTAL ADDITIVE ALTERNATE A-1 - CIVIL					$ 156,649.20			
ADDITIVE ALTERNATE A-3 - CIVIL									
1	P-101-1	Mobilization	1.00	LS	$ 0.01	$ 0.01	1.00		
2	FDOT-160-1	Type B Stabilization (LBR 40) - Offsite Material Source	24,300.00	SY	$ 2.30	$ 55,890.00	24,300.00		24,30
3	T-904-1	Sodding	24,300.00	SY	$ 0.95	$ 23,085.00	37,750.00		37,75
	SUBTOTAL ADDITIVE ALTERNATE A-3 - CIVIL					$ 78,975.01			
ADDITIVE ALTERNATE A-4 - CIVIL									
1	P-101-1	Mobilization	1.00	LS	$ 0.01	$ 0.01	1.00		
2	P-620-1	Runway and Taxiway Painting - With Reflective Media (Runway 11R-29L)	68,000.00	SF	$ 0.20	$ 13,600.00	68,000.00		68,00
	SUBTOTAL ADDITIVE ALTERNATE A-4 - CIVIL					$ 13,600.01			
BID SCHEDULE B - ELECTRICAL									
1	P-101-1	Mobilization	1.00	LS	$ 3,010.00	$ 3,010.00	1.00		-
2	L-108-1	Hand Excavate Minimum 8" Wide x 28" Deep In Earth	500.00	LF	$ 3.85	$ 1,925.00	470.00		47
3	L-108-2	Hand Excavate Minimum 18" Wide x 36" Deep In Earth	500.00	LF	$ 6.90	$ 3,450.00	440.00		44
4	L-108-3	Saw Cut and Hand Excavate Minimum 8" Wide x 28" Deep In Existing Full Strength Pavement	250.00	LF	$ 42.80	$ 10,700.00	150.00		15
5	L-108-4	Saw Cut and Hand Excavate 18" Wide x 36" Deep In Existing Full Strength Pavement	250.00	LF	$ 43.85	$ 10,962.50	232.00		23
6	L-108-5	3/4" x 20' Ground Rods Connected to Counterpoise at 500'	68.00	EA	$ 68.15	$ 4,634.20	68.00		6
7	L-108-6	10' Additional Ground Rod Sections	5.00	EA	$ 42.10	$ 210.50	0.00		0
8	L-108-7	#6 Bare AWG Counterpoise Conductor Installed In Trench Not Parallel to Edge of Pavement	8,900.00	LF	$ 0.55	$ 4,895.00	8,563.00		8,563
9	L-108-8	#6 Bare AWG Solid Counterpoise Conductor Installed In Counterpoise Trench Parallel to Edge of Pavement	15,200.00	LF	$ 1.30	$ 19,760.00	14,050.00		14,050
10	L-108-9	#8, 5KV, L-824 Conductor Installed In New and Existing Conduit / Ductbank / Manhole System	27,500.00	LF	$ 0.70	$ 19,250.00	18,651.00		18,651
11	L-108-10	#4, 5KV, L-824 Conductor Installed In New and Existing Conduit / Ductbank / Manhole System	14,000.00	LF	$ 1.40	$ 19,600.00	14,000.00		14,000
12	L-108-11	#4EG, 600V, XHHW, Green Equipment Ground Installed In New and Existing Conduit / Ductbank / Manhole System	7,200.00	LF	$ 0.95	$ 6,840.00	7,200.00		7,200
13	L-109-1	Modify Existing Airfield Electrical Vault Electrical Distribution System, Complete	1.00	LS	$ 4,990.00	$ 4,990.00	1.00		1.
14	L-110-1	1-2" Schedule 40 PVC Conduit Direct Buried In Earth Complete In Place	24,500.00	LF	$ 2.20	$ 53,900.00	23,980.00		23,980.
15	L-110-2	1-2" Schedule 40 PVC Conduit Installed In Existing Full Strength Pavement Complete In Place	100.00	LF	$ 13.05	$ 1,305.00	100.00		100.
16	L-110-3	1-2" Schedule 40 PVC Conduit Directional Bored 36" Deep Beneath Existing Full Strength and Shoulder Pavements	2,250.00	LF	$ 10.20	$ 22,950.00	1,280.00		1,280.
17	L-110-4	1-4" Schedule 40 PVC Conduit Installed In New Full Strength Pavement Complete In Place	450.00	LF	$ 14.05	$ 6,322.50	114.00		114.
18	L-110-5	Hand Excavate and Concrete Encase Existing 2W4" Ductbank, Complete	150.00	LF	$ 41.45	$ 6,217.50	150.00		150.
19	L-110-6	Intercept Existing Conduit System and Connect to New Conduit System and Extend Circuit	27.00	EA	$ 49.10	$ 1,325.70	14.00		14.
20	L-110-7	Intercept Existing 2W4" Ductbank System and Connect to New Conduit Systems and Extend Circuit	8.00	EA	$ 898.00	$ 7,184.00	10.00		10.

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21	L-125-1	Intercept Existing Light Base Can In Earth / Existing Pavement, Connect to Conduit System and Extend Circuit	6.00	EA	$ 207.00	$ 1,242.00	6.00		6
22	L-125-2	Intercept Existing Circuit Conductors In Existing Base Can / Manhole / Junction Can and Extend Circuits	20.00	EA	$ 182.00	$ 3,640.00	11.00		11
23	L-125-3	Intercept Existing Sign Pad In Earth / Existing Pavement, Connect to Conduit System and Extend Circuit	12.00	EA	$ 812.00	$ 9,744.00	14.00		14
24	L-125-4	Core Drill Existing Manhole In Earth and Connect to Conduit System and Extend Circuit	2.00	EA	$ 289.00	$ 578.00	2.00		2
25	L-125-5	Clean and Re-Rack Existing Manhole	2.00	EA	$ 264.00	$ 528.00	2.00		2
26	L-125-6	L-867 16" Diameter x 24" Deep Junction Can With Cover Installed In Earth / Rock	5.00	EA	$ 758.00	$ 3,790.00	4.00		4
27	L-125-7	New 2 Can Bottomless Junction Can Plaza In Earth / Rock	14.00	EA	$ 2,420.00	$ 33,880.00	14.00		14
28	L-125-8	New L-861 Runway MIRL Elevated Edge Light and Base Can In Earth / Rock	34.00	EA	$ 753.00	$ 25,602.00	34.00		34
29	L-125-9	New L-861E Runway MIRL Elevated Threshold Light and Base Can In Earth / Rock	16.00	EA	$ 782.00	$ 12,512.00	16.00		16
30	L-125-10	Relocated Taxiway Elevated Edge Light and Base Can In Earth / Rock	130.00	EA	$ 419.00	$ 54,470.00	130.00		130
31	L-125-11	Provide and Install 2 Box PAPI 11L System, Complete	1.00	LS	$ 16,600.00	$ 16,600.00	1.00		1.
32	L-125-12	Provide and Install New PAPI 29R Power Pedestal, Complete	1.00	LS	$ 5,150.00	$ 5,150.00	1.00		1.
33	L-125-13	Modify Existing Windcone Electrical Service, Complete	2.00	EA	$ 437.00	$ 874.00	2.00		2.
34	L-125-14	Removal of Existing Junction Can / Light Base Can In Earth, Complete	12.00	EA	$ 140.00	$ 1,680.00	12.00		12.
35	L-125-15	Removal of Existing Runway Stake Mounted Edge / Threshold Light In Earth, Complete	49.00	EA	$ 19.05	$ 933.45	49.00		49.
36	L-125-16	Removal of Existing Guidance Sign and Concrete Base, Complete	3.00	EA	$ 770.00	$ 2,310.00	7.00		7.
37	L-125-17	Re-Panel Existing Size 2, 3 Module L-858 Guidance Sign	1.00	EA	$ 1,680.00	$ 1,680.00	1.00		1.
38	L-125-18	Relocate Existing Size 2, 1 Module Guidance Sign with New Concrete Base In Earth / Rock	2.00	EA	$ 2,090.00	$ 4,180.00	2.00		2.
39	L-125-19	Relocate Existing Size 2, 2 Module Guidance Sign With New Concrete Base In Earth / Rock	1.00	EA	$ 2,280.00	$ 2,280.00	1.00		1.
40	L-125-20	Relocate Existing Size 2, 3 Module Guidance Sign With New Concrete Base In Earth / Rock	6.00	EA	$ 2,410.00	$ 14,460.00	6.00		6.
41	L-125-21	Removal of Existing PAPI 11L and Power and Control Pedestal In Earth / Rock	1.00	EA	$ 437.00	$ 437.00	1.00		1.
42	L-125-22	Identification of Cables, Ductbanks, Lighting Fixtures and Signs Per FAA Specifications	1.00	LS	$ 3,990.00	$ 3,990.00	1.00		1.
43	L-125-23	Temporary Wiring to Maintain Existing Systems In Operation or To Bypass Segments of Existing Systems	1.00	LS	$ 1,010.00	$ 1,010.00	1.00		1.
44	L-125-24	New L-861 LED Taxiway Elevated Edge Light and Base Can In Earth / Rock	4.00	EA	$ 901.00	$ 3,604.00	2.00		2.
	SUBTOTAL BID SCHEDULE B - ELECTRICAL					$ 414,606.35			
ADDITIVE ALTERNATE B-1 - ELECTRICAL									
1	L-125-25	New L-861 LED Taxiway Elevated Edge Light Installed On Relocated or Existing Base Can	180.00	EA	$ 386.00	$ 69,480.00	180.00		180.
	SUBTOTAL ADDITIVE ALTERNATE B-1 - ELECTRICAL					$ 69,480.00			
ADDITIVE ALTERNATE B-2 - ELECTRICAL									

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1	L-125-25	Replace Existing With New Airfield Lighting Control and Monitoring System, Complete	1.00	AL	$ 49,064.00	$ 49,064.00	1.00		
	SUBTOTAL ADDITIVE ALTERNATE B-2 - ELECTRICAL					$ 49,064.00			
		CHANGE ORDER #1							
		Runway Closure Markers	2.00	EA	$ 18,568.00	$ 37,136.00	2.00		
	SUBTOTAL CHANGE ORDER #1					$ 37,136.00			
		CHANGE ORDER #2							
		RCI CO #2							
		D-751-1	2.00	EA	$ 1,660.00	$ 3,320.00	2.00		
		D-751-7	2.00	EA	$ 377.00	$ 754.00	2.00		
		Mobilization/Dump Truck	1.00	LS	$ 2,088.00	$ 2,088.00	1.00		
		RCI CO #3							
		D-751-3	1.00	EA	$ 4,040.00	$ 4,040.00	1.00		
		D-751-4	1.00	EA	$ 400.00	$ 400.00	1.00		
	SUBTOTAL CHANGE ORDER # 2					$ 10,602.00			
		CHANGE ORDER #3							
		RCI CO #4							
		L-108-5	11.00	EA	$ 68.15	$ 749.65	16.00		16
		L-108-8	8,000.00	EA	$ 1.30	$ 10,400.00	8,000.00		8,000
		L-108-9	11,500.00	EA	$ 0.70	$ 8,050.00	12,169.00		12,169
		L-110-1	7,000.00	EA	$ 2.20	$ 15,400.00	7,000.00		7,000
		L-110-2	60.00	EA	$ 13.05	$ 783.00	60.00		60
		L-110-3	700.00	EA	$ 10.20	$ 7,140.00	543.00		543
		L-110-6	10.00	EA	$ 49.10	$ 491.00	11.00		11
		L-125-1	10.00	EA	$ 207.00	$ 2,070.00	10.00		10
		L-125-15	97.00	EA	$ 19.05	$ 1,847.85	97.00		97
		L-125-25	640.00	EA	$ 386.00	$ 247,040.00	640.00		640
		L-867B12X24 Base Class 1A Installed in Earth	97.00	EA	$ 737.50	$ 71,537.50	98.00		98
		New Base Plates	500.00	EA	$ 18.75	$ 9,375.00	500.00		500
		Project Management/Supervision	1.00	LS	$ 18,951.00	$ 18,951.00	1.00		1
	SUBTOTAL CHANGE ORDER # 3					$ 393,835.00			
		CHANGE ORDER # 4							
		RCI CO #5							
		L-861 Clear Elev. Runway Edge LED Light	36.00	EA	$ 428.75	$ 15,435.00	36.00		36
		L-861 Red/Green Threshold LED Light	17.00	EA	$ 466.235	$ 7,926.00	17.00		17
	SUBTOTAL CHANGE ORDER # 4					$ 23,361.00			
		GRAND TOTALS				$ 2,403,461.82			

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

ENGINEERS
PLANNERS
ECONOMISTS
WilburSmith
ASSOCIATES

October 13, 2010

Final Inspection Attendees

Re: Vero Beach Municipal Airport
Rehabilitation of Runway 11L-29R
Including Taxiway F and Connectors
FDOT FM No. 416303-1-94-01
COVB Contract No. 1495
Final Inspection Report

A final inspection of the above referenced project was conducted on October 13, 2010 at 9:30 a.m. The inspection addressed the originally contracted work dated May 6, 2010, as well as Change Orders 1 and 2.

The following were in attendance:

Todd Scher	Vero Beach Municipal Airport
Wes Teel	Wilbur Smith Associates
Patrick Flynn	Ranger Construction Industries
Tom Granims	Paragon Electric

The following discrepancies were noted:

1. Clean-up cable trenching areas adjacent to Runway 11L-29R and all taxiways.

2. Some areas of sodding require additional watering.

3. All duct markers associated with the project must be flush with the existing grade so as to allow for unimpeded mowing operations.

4. The concrete base for the light base cans and informational/guidance signs must be flush with the existing grade. Fill dirt and/or sod may be used to raise the existing grade around the concrete base.

5. The homerun circuits for Runway 11L-29R, Taxiway F/Connectors and PAPI will be completed NLT November 28, 2011.

6. Some sod located adjacent to the threshold lights for Runway 11L was dislocated due to prop wash from departing aircraft and needs replacement.

7. Heavy equipment has left ruts in an area of new sod on the east of the Runway 29R run-up area.

3191 Maguire Boulevard, Suite 200 Orlando, Florida 32803
407.896.5851 f 407.896.9165 www.WilburSmith.com

The above represents an account of the meeting as recorded by Wilbur Smith Associates (WSA). Should any discrepancies exist, please notify WSA within three (3) business days of the receipt of this Final Inspection Report so the applicable changes can be made.

Sincerely,
Wilbur Smith Associates

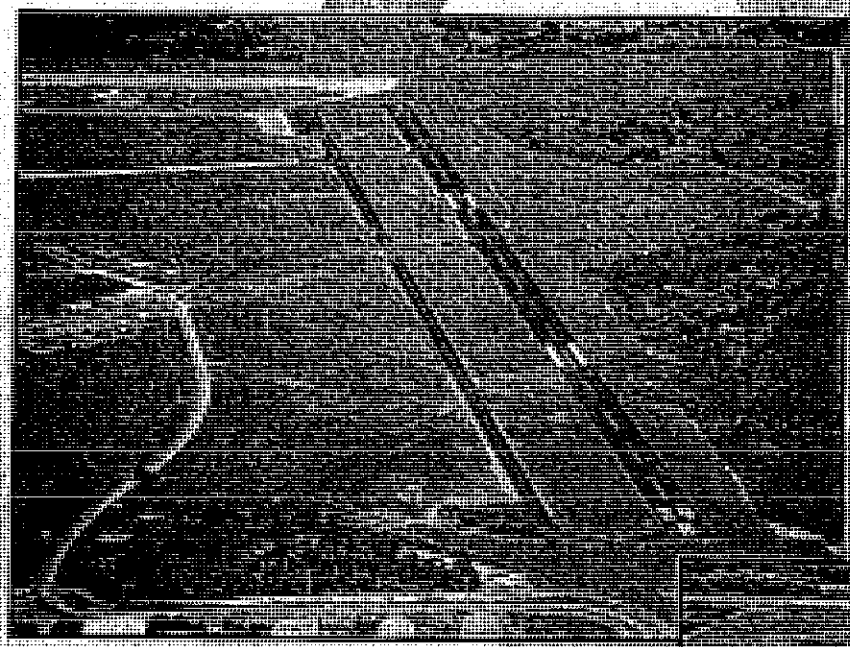
Wesley L. Teel
Aviation Project Manager

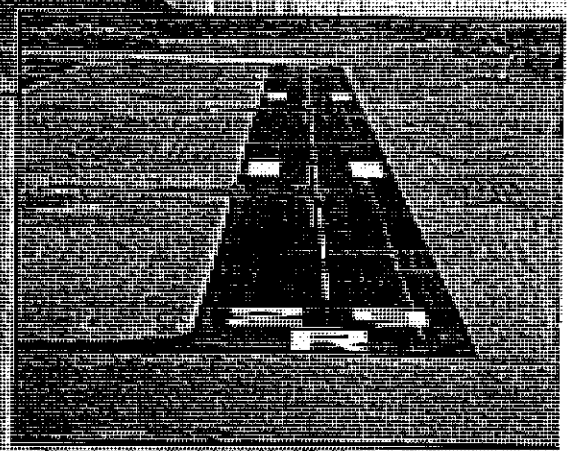
Distribution: Attendees

Cc: Eric Menger, Vero Beach Municipal Airport
LaVerne Smith, Vero Beach Municipal Airport
file

Vero Beach Municipal Airport

Construction Summary Report





April 26, 2011

Rehabilitation of Runway 11L-29R Including Taxiway F and Connectors

FDOT FM No. 416303-1-94-01
COVB Bid No. 440-09/CSS
COVB Contract No. 1495

Wilbur Smith Associates

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Project Description

The Rehabilitation of Runway 11L-29R Including Taxiway F and Connectors included the following work items:

Pavement Rehab/Reconstruction/Removal

-Rehab Runway 11L-29R
-Rehab Taxiway F
-Rehab Connector Taxiways A, D, F1 and F2
-Widen Taxiway F and connector Taxiways A, D, F1 and F2
-Reconfigure Taxiway F at the Runway 22 Approach (Remove Pavement)
-Remove old run-up area pavement on Taxiway F between Taxiways F1 and F2
-Stabilize the Runway 29R Safety Area

Airfield Marking

-Remark Runway 11L-29R
-Remark Runway 11R-29L
-Remark Taxiway F
-Remark Connector Taxiways A, D, F1 and F2

Airfield Electrical

-Runway 11L-29R Airfield Lighting Rehabilitation
-Reconfigure Taxiway A Lighting/Signage (Taxiway F at Runway 22 Approach)
-Reconfigure Taxiway F Lighting (Removed Run-up area on Taxiway F)
-New PAPI for Runway 11L approach
-Relocate lights/signage for Taxiway F and connector Taxiways A, D, F1 and F2
-Install new and replace existing taxiway lights with L-861T LED on all taxiways
-Install new L-861 LED lights on Runway 11L-29R
-Replace cable homerun for Runway 11L-29R
-Replace cable homerun for PAPI (11L approach)

Drainage Pipe

-Replace drainage pipes under Runway 11L-29R and Taxiway F
-Extend drainage pipes to edge of 11L-29R Object Free Area
-Replace existing inlets adjacent to Runway 11L-29R and Taxiway F
-Replace existing inlet west of Taxiway A and south of Taxiway A1

The Prime Contractor for construction:

Ranger Construction Industries
4510 Glades Cut-Off Road
Ft. Pierce, Florida 34979-4589

Subcontractors to Ranger Construction:

Acme Barricades – Barricades
All For You Landscaping – Sodding and Erosion Control
Gene's Striping – Airfield Marking
Palmetto Prime – Crack Relief Layer
Paragon Electric – Airfield Lighting

Construction management and inspection services were provided by:

Wilbur Smith Associates
3191 Maguire Blvd., Suite 200
Orlando, FL 32803-3759

Subcontractors to Wilbur Smith Associates:

Page One Consultants, Inc. – Materials Testing

DBE Goals

A DBE goal was not established for this FDOT funded project. However, a "good faith effort" was required to secure DBE participation. The final amounts and percentages are as follows:

Construction (Ranger Construction Industries)
All For You Landscaping - $71,822.50 or 3.01%

Construction Management and Inspection Services (Wilbur Smith Associates)
Page One Consultants, Inc. - $58,031.25 or 30.61%

The overall project DBE percentage = 5.04%

Contract Time and Liquidated Damages

The original contract calendar days to complete the project were 135 days. The original Substantial Completion Date was October 14, 2010. Change Order Number 3 added 45 contract calendar days and brought it to 180 days and adjusted the Substantial Completion Date to November 28, 2010. Due to project completion estimate errors made by the electrical subcontractor the November 28, 2010 Substantial Completion Date was not met. The project attained Substantial Completion on January 14, 2011. Liquidated damages were not assessed as there were no additional costs incurred by the City or State as a result of the extra time required by the contractor to complete the project.

Summary of Over and Under Runs

Bid Schedule A - Civil

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
5	P-157-1	3,563	7,313	+3,750	0.70	SY	2,494.10	5,166.35	+2,672.25
7	P-201-2	82,000	81,990.64	-9.36	2.33	GAL	191,060.00	5,596.00	-754.00
8	P-211-1	3,947	4,117	+170	6.75	SY	26,642.25	27,789.75	+1,147.50
9	P-401-1	6,110	6,087.36	-22.64	88.20	TN	538,902.00	536,905.15	-1,996.85
12	P-626-1	12,125	11,450	-675.00	3.85	SY	46,681.25	44,082.50	-2,598.75

Additive Alternate A-1 - Civil

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
48	D-752-4	1	0	-1	1,640.00	EA	1,640.00	0.00	-1,640.00

Additive Alternate A-3 - Civil

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
54	T-904-1	24,300	37,750	0.95	0.95	SY	23,085.00	35,862.50	+12,777.50

Bid Schedule B - Electrical

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
59	L-108-1	500	470	-30	3.85	LF	1,925.00	1,809.50	-115.50
60	L-108-2	500	440	-60	6.90	LF	3,450.00	3,036.00	-414.00
61	L-108-3	250	150	-100	42.80	LF	1,925.00	1,809.50	-4,280.00
62	L-108-4	250	232	-18	43.85	LF	10,962.50	10,173.20	-789.30
64	L-108-6	5	0	-5	42.10	EA	210.50	0.00	-210.50

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
65	L-108-7	8,900	8,563	-337	0.55	LF	4,895.00	4,709.65	-185.35
66	L-108-8	15,200	14,050	-1,150	1.30	LF	19,760.00	18,265.00	-1,495.00
67	L-108-9	27,500	18,651	-8,849	0.70	LF	19,250.00	13,055.70	-6,194.30
70	L-110-1	24,5000	23,980	-520	2.20	LF	53,900.00	52,756.00	-1,144.00
73	L-110-3	2,250	1,280	-970	10.20	LF	22,950.00	13,056.00	-9,894.00
74	L-110-4	450	114	-336	14.05	LF	6,322.50	1,601.70	-4,720.80
76	L-110-6	27	14	-13	49.10	EA	1,325.70	687.40	-638.30
77	L-110-7	8	10	+2	898.00	EA	7,184.00	8,980.00	+1,796.00
79	L-125-2	20	11	-9	182.00	EA	3,640.00	2,002.00	-1,638.00
80	L-125-3	12	14	+2	812.00	EA	9,744.00	11,368.00	+1,624.00
83	L-125-6	5	4	-1	758.00	EA	3,790.00	3,032.00	-758.00
93	L-125-16	3	7	+3	770.00	EA	2,310.00	5,390.00	+3,080.00
101	L-125-24	4	2	-2	901.00	EA	3,604.00	1,802.00	-1,802.00

Change Order #3 – Electrical

Item Change No.	Bid Item No.	Original Estimated Quantities	Final Quantities	Quantity Difference (+/-)	Unit Price ($)	Unit	Original Estimated Costs ($)	Final Costs ($)	Variance ($) (+/-)
110	L-108-5	11	16	+5	68.15	EA	749.65	1,090.40	+340.75
112	L-108-9	11,500	12,169	+669	0.70	LF	8,050.00	8,518.30	+468.30
115	L-110-3	700	543	-157	10.20	EA	7,140.00	5,538.60	-1,601.40
116	L-110-6	10	11	+1	49.10	EA	491.00	540.10	+49.10
120	L-867B	97	98	+1	737.50	EA	71,537.50	72,275.00	+737.50

Changes Ordered and Reasons Ordered

Bid Schedule A - Civil

Item Change No.	Description of Change
5	**ADD** 3,750 square yards of Pavement Removal per the request of the Airport Director. (Along Runway 4-22, south of Taxiway A-2).
7	**DELETE** 9.36 gallons of emulsified asphalt. The actual quantity required is less than that estimated during design.
8	**ADD** 170 square yards Limerock Base Course – 6" Thick, per the request of the Airport Director. (Along Runway 4-22, south of Taxiway A-2).
9	**DELETE** 22.64 tons of Bituminous Surface Course (2") asphalt. The actual quantity required is less than that estimated during the pavement design.
12	**DELETE** 675 square yards of Slurry Seal (Crack Relief, 3/4"). The actual quantity required is less than that estimated during the pavement design.

Additive Alternate A-1 - Civil

Item Change No.	Description of Change
48	**DELETE** 1 each Connect to Existing Concrete Endwall, 42" RCP, Double Pipe. The actual quantity required is less than that identified in the field survey and estimated during stormwater drainage design.

Additive Alternate A-3 - Civil

Item Change No.	Description of Change
54	**ADD** 13,450 square yards of Sodding per the direction of Airport Staff. Additional areas of soil erosion not originally included in the project were identified.

Bid Schedule B - Electrical

Item Change No.	Description of Change
59	**DELETE** 30 linear feet of Hand Excavate Minimum 8" Wide x 28" Deep In Earth. The actual quantity required is less than that estimated during design.
60	**DELETE** 60 linear feet of Hand Excavate Minimum 18" Wide x 36" Deep In Earth. The actual quantity required is less than that estimated during design.
61	**DELETE** 100 linear feet of Saw Cut and Hand Excavate Minimum 8" Wide x 28" Deep In Existing Full Strength Pavement. The actual quantity required is less than that estimated during design.
62	**DELETE** 18 linear feet of Saw Cut and Hand Excavate 18" Wide x 36" Deep In Existing Full Strength Pavement. The actual quantity required is less than that estimated during design.
64	**DELETE** 5 each 10' Additional Ground Rod Sections. Field modifications resulted in a design which did not require the use of the 10' Additional Ground Rod Sections.
65	**DELETE** 337 linear feet of #6 Bare AWG Counterpoise Conductor Installed In Trench Not Parallel to Edge of Pavement. The actual quantity required is less than that estimated during design.
66	**DELETE** 1,150 linear feet of #6 Bare AWG Solid Counterpoise Conductor Installed In Counterpoise Trench Parallel to Edge of Pavement. Field modifications resulted in a design which reduced the linear feet required.
67	**DELETE** 8,849 linear feet of #8, 5KV, L-824 Conductor Installed In New and Existing Conduit / Ductbank / Manhole System. Field modifications resulted in a design which reduced the linear feet required.
71	**DELETE** 520 linear feet of 1-2" Schedule 40 PVC Conduit Direct Buried In Earth Complete, In Place. Field modifications resulted in a design which reduced the linear feet required.
73	**DELETE** 970 linear feet of 1-2" Schedule 40 PVC Conduit Directional Bored 36" Deep Beneath Existing Full Strength and Shoulder Pavements. Field modifications resulted in a design which reduced the linear feet required.
74	**DELETE** 336 linear feet of 1-4" Schedule 40 PVC Conduit Installed In New Full Strength Pavement Complete, In Place. Field modifications resulted in a design which reduced the linear feet required.

76 **DELETE** 13 each Intercept Existing Conduit System and Connect to New Conduit System and Extend Circuit. Field modifications resulted in a design which reduced the number required.

77 **ADD** 2 each Intercept Existing 2W4" Ductbank System and Connect to New Conduit Systems and Extend Circuit. Due to the condition of existing electrical equipment being in worse condition than originally believed, the actual quantity required is more than that estimated.

79 **DELETE** 9 each Intercept Existing Circuit Conductors In Existing Base Can / Manhole / Junction Can and Extend Circuits. Field modifications resulted in a design which reduced the number required combined with the actual quantity required being less than that estimated during design.

80 **ADD** 2 each Intercept Existing Sign Pad In Earth / Existing Pavement, Connect to Conduit System and Extend Circuit. The actual quantity required is more than that estimated during design.

83 **DELETE** 1 each L-867 16" Diameter x 24" Deep Junction Can With Cover Installed In Earth / Rock. The actual quantity required is less than that estimated during design.

93 **ADD** 4 each Removal of Existing Guidance Sign and Concrete Base, Complete. Due to the condition of existing electrical equipment being in worse condition than originally believed, the actual quantity required is more than that estimated.

101 **DELETE** 2 each New L-861 LED Taxiway Elevated Edge Light and Base Can In Earth / Rock. Field modifications resulted in a design which reduced the number required.

110 **ADD** 5 each 3/4" x 20' Ground Rods Connected to Counterpoise at 500'. Additional sections were required to achieve megohm resistance readings per the specification.

112 **ADD** 669 linear feet of #8, 5KV, L-824 Conductor Installed In New and Existing Conduit / Ductbank / Manhole System. Additional medium taxiway lights were identified by Airport Staff as requiring replacement, which resulted in an increase of cable.

115 **DELETE** 157 linear feet of 1-2" Schedule 40 PVC Conduit Directional Bored 36" Deep Beneath Existing Full Strength and Shoulder Pavements.. Field modifications resulted in a design which reduced the number of linear feet required.

116 **ADD** 1 each Intercept Existing Conduit System and Connect to New Conduit System and Extend Circuit. Due to the condition of existing electrical equipment

being in worse condition than originally believed, the actual quantity required is more than that estimated.

120 **ADD** 1 each L-867B 12X24 Base Class 1A Installed in Earth. Due to the condition of existing electrical equipment being in worse condition than originally believed, the actual quantity required is more than that estimated.

Summary of Contract Change Orders

Original Bid	$1,938,527,82
Change Order No. 1	$ 37,136.00
Change Order No. 2	$ 10,602.00
Change Order No. 3	$ 393,835.00
Change Order No. 4	$ 23,361.00
Final Quantities Change Order	$ (17,492.21)
Final Amount	**$2,385,969.61**

Change Order No. 1: Provided for the procurement of 2 each lighted Runway Closure Markers which were turned over to the Airport.

Change Order No. 2: Provided for the removal and replacement of damaged storm inlets. One south of Taxiway A1 and west of Taxiway A; One north of Runway 11L-29R near the windcone; and one south of Taxiway F near the east run-up area.

Change Order No. 3: Provided for the removal and replacement of all remaining airport incandescent (quartz) taxiway edge lights with the new light emitting diode (LED) technology lights.

Change Order No. 4: Provided for the removal and replacement of the existing Runway 11L-29R incandescent (quartz) runway edge lights with the new light emitting diode (LED) technology runway edge lights.

Final Quantities CO: Adjusted the bid quantities to the final in-place constructed quantities as reflected in the final pay application No. 8.

Summary of Contractor's Application for Payment

Pay Application No. 1	$ 188,546.63
Pay Application No. 2	$ 170,518.91
Pay Application No. 3	$ 293,108.51
Pay Application No. 4	$ 332,825.65
Pay Application No. 5	$ 670,173.88
Pay Application No. 6	$ 192,327.12
Pay Application No. 7	$ 299,871.95
Pay Application No. 8 (Final)	$ 238,596.96
TOTAL:	**$2,385,969.61**

Summary of Material Testing

P-152 Excavation and Embankment:
All material placed was tested and in compliance with the specifications. The Field Compaction Reports are appended.

P-210 Cold In-Place Recycled Bituminous Base Course:
All material placed was tested and in compliance with the specifications. The Field Compaction Reports are appended.

P-211 Limerock Base Course:
All material placed was tested and in compliance with the specifications. The Field Compaction Reports are appended.

LBR 40 Stabilized Subgrade:
All material placed was tested and in compliance with the specifications. The Field Compaction Reports and Limerock Bearing Ratio test results are appended.

P-401 Plant Mix Bituminous Pavements (Superpave):
All material placed was tested and in compliance with the specifications. The test reports are appended.

P-610 Structural Portland Cement Concrete:
All material placed was tested and in compliance with the specifications. The Compressive Strength of Concrete Test Specimens reports are appended.

Material Testing Costs

Page One Consultants, Inc.	Percent of Construction	$58,031.25 or 2.43%

Resident Inspection Costs

1005.0 Man-hours from 5/14/2010 to 12/17/2010 @ $105/hour =	$105,525.00
Mileage =	$ 11,230.00
Project Management =	$ 13,811.00
Expenses =	$ 997.00
Total =	$131,563.00
% of Construction =	5.51%

Inspections

A final inspection was held on October 13, 2010 with representatives of the City and Contractor. No deficient items were noted.

Recommendations for Final Acceptance

All work was accomplished in substantial conformance to the plans and specifications. There are no outstanding items of work to complete, therefore I recommend final acceptance of the project.

Wesley L. Teel
Aviation Project Manager

Appendix A

Materials Testing Reports

PAGE ONE CONSULTANTS, INCORPORATED

ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Taxiway F, Storm Sewer Drainage Pipe								
							Between STR S-3 and S-4, 30" RCP								
1	06/28/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 220+62, 11' Right of CL	10-0226	108.0	14.0	109.0	6.9	101%	100%	PASS
2	06/28/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 220+52, 8' Left of CL	10-0226	108.0	14.0	107.9	6.8	100%	100%	PASS
3	06/28/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 220+63, 10' Left of CL	10-0226	108.0	14.0	107.5	5.0	100%	100%	PASS
4	06/28/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 220+54, 7' Right of CL	10-0226	108.0	14.0	110.7	7.2	103%	100%	PASS
5	06/28/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 220+58, 5' Left of CL	10-0226	108.0	14.0	110.8	8.0	103%	100%	PASS
6	06/28/10	SD	Pipe Backfill (P-152)	A	D-6938	4+5	STA 220+64, 6' Right of CL	10-0226	108.0	14.0	109.0	8.4	101%	100%	PASS
							Between STR S-7 and S-6, 23x14 ERCP								
7	06/29/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 229+96, 8' Left of CL	10-0228	109.0	12.0	108.6	12.2	100%	100%	PASS
8	06/29/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 230+03, 28' Right of CL	10-0228	109.0	12.0	110.1	11.0	101%	100%	PASS
9	06/29/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 230+01, 10' Left of CL	10-0228	109.0	12.0	108.9	10.4	100%	100%	PASS
10	06/29/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 229+99, 22' Right of CL	10-0228	109.0	12.0	110.1	11.8	101%	100%	PASS
11	06/29/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 229+97, 68' Left of CL	10-0228	109.0	12.0	108.8	12.2	100%	100%	PASS
12	06/29/10	SD	Pipe Backfill (P-152)	A	D-6938	4+5	STA 230+02, 50' Left of CL	10-0228	109.0	12.0	109.8	10.2	101%	100%	PASS
							Runway 11L/29R, Storm Sewer Drainage Pipe								
							Between STR S-6 and S-5, 24" RCP								
13	06/30/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 130+22, 50' Right of CL	10-0228	109.0	12.0	110.0	10.8	101%	100%	PASS
14	06/30/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 130+27, 10' Left of CL	10-0228	109.0	12.0	111.1	11.6	102%	100%	PASS
15	06/30/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 130+17, 20' Right of CL	10-0228	109.0	12.0	108.9	9.7	100%	100%	PASS
16	06/30/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 130+28, 12' Left of CL	10-0228	109.0	12.0	109.7	10.2	101%	100%	PASS
17	06/30/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 130+13, 51' Right of CL	10-0228	109.0	12.0	109.7	11.8	101%	100%	PASS
18	06/30/10	SD	Pipe Backfill (P-152)	A	D-6938	4+5	STA 130+29, 42' Left of CL	10-0228	109.0	12.0	108.5	9.4	100%	100%	PASS
							Runway 11L/29R, Electrical Conduit								
19	06/30/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 18+00, 10' R from Edge of Runway	10-0227	106.0	14.0	103.7	3.0	98%	98%	PASS
20	06/30/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 24+10, 11' R from Edge of Runway	10-0227	106.0	14.0	104.9	3.5	99%	98%	PASS
21	07/01/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 15+00, 9' R from Edge of Runway	10-0227	106.0	14.0	103.8	[illegible]	98%	98%	PASS
22	07/01/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 21+77, 12' R from Edge of Runway	10-0227	106.0	14.0	104.2	[illegible]	99%	98%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Electrical Conduit
C)
D)
E)
F)

Total Number of Tests	22
Passed	22
Failed	0

PROCTOR INFORMATION			
Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0

TODD N. ZIMMERMAN LICENSE No 46037 STATE OF FLORIDA PROFESSIONAL ENGINEER

Todd N. Zimmerman, P.E. - FL Registration No. 46037

5780 Hoffner Avenue, Suite 401, Orlando, Florida 32822 (407) 275-5120 Fax (407) 275-5268 DBE/WBE Certified

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PAGE ONE CONSULTANTS, INCORPORATED

ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 11L/29R, Removal of Existing End Wall								
23	07/01/10	SD	Imported Backfill (P-152)	C	D-6938	0+1	STA 30+30, 18' Left of Survey BL	10-0228	109.0	12.0	108.9	9.7	100%	100%	PASS
24	07/01/10	SD	Imported Backfill (P-152)	C	D-6938	1+2	STA 30+24, 44' Left of Survey BL	10-0228	109.0	12.0	110.5	10.6	101%	100%	PASS
25	07/01/10	SD	Imported Backfill (P-152)	C	D-6938	2+3	STA 30+39, 53' Left of Survey BL	10-0228	109.0	12.0	109.0	10.0	100%	100%	PASS
26	07/01/10	SD	Imported Backfill (P-152)	C	D-6938	3+4	STA 30+25, 12' Left of Survey BL	10-0228	109.0	12.0	109.4	11.0	100%	100%	PASS
							Taxiway F, Storm Sewer Drainage Pipe								
							Between STR S-2 and S-1, 30" RCP								
27	07/02/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 214+32, 37' Left of CL	10-0226	108.0	14.0	109.0	9.4	101%	100%	PASS
28	07/02/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 214+36, 10' Left of CL	10-0226	108.0	14.0	110.0	10.2	102%	100%	PASS
29	07/02/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 214+37, 19' Right of CL	10-0226	108.0	14.0	109.0	10.4	101%	100%	PASS
30	07/02/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 214+40, 50' Right of CL	10-0226	108.0	14.0	108.5	9.4	100%	100%	PASS
31	07/02/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 214+37, 40' Right of CL	10-0226	108.0	14.0	110.2	11.6	102%	100%	PASS
32	07/02/10	SD	Pipe Backfill (P-152)	A	D-6938	4+5	STA 214+39, 52' Right of CL	10-0226	108.0	14.0	109.1	10.8	101%	100%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Electrical Conduit
C) 0 = Bottom of Excavation
D)
E)
F)

Total Number of Tests	10
Passed	10
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0

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7/13/10

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CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Storm Sewer Drainage Pipe, Btw.								
							Existing Pipe to New End Wall S-9								
							36" RCP								
33	07/07/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 47+15, 12' Left from Survey BL	10-0228	109.0	12.0	108.9	8.4	100%	100%	PASS
34	07/07/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 47+29, 11' Left from Survey BL	10-0228	109.0	12.0	110.0	9.2	101%	100%	PASS
35	07/07/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 47+31, 38' Left from Survey BL	10-0228	109.0	12.0	109.0	7.4	100%	100%	PASS
36	07/07/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 47+22, 42' Left from Survey BL	10-0228	109.0	12.0	111.2	10.0	102%	100%	PASS
37	07/07/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 47+35, 61' Left from Survey BL	10-0228	109.0	12.0	110.0	10.6	101%	100%	PASS
38	07/07/10	SD	Pipe Backfill (P-152)	A	D-6938	4+5	STA 47+18, 79' Left from Survey BL	10-0228	109.0	12.0	110.4	11.4	101%	100%	PASS
39	07/07/10	SD	Pipe Backfill (P-152)	A	D-6938	5+6	STA 47+33, 77' Left from Survey BL	10-0228	109.0	12.0	110.1	10.8	101%	100%	PASS
40	07/07/10	SD	Pipe Backfill (P-152)	A	D-6938	6+7	STA 47+20, 82' Left from Survey BL	10-0228	109.0	12.0	109.0	9.7	100%	100%	PASS
							Runway 11L/29R - 1C/1W2"								
							Elevated Runway Threshold Lights								
41	07/07/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 11+00, 50' Right from Survey BL	10-0227	106.0	14.0	105.9	5.8	100%	98%	PASS
42	07/07/10	SD	Pipe Backfill (P-152)	B	D-6938	1+2	STA 11+00, 78' Right from Survey BL	10-0227	106.0	14.0	104.8	6.2	99%	98%	PASS
43	07/07/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 11+00, 118' Right from Survey BL	10-0227	106.0	14.0	104.9	5.5	99%	98%	PASS
44	07/07/10	SD	Pipe Backfill (P-152)	B	D-6938	1+2	STA 11+00, 133' Right from Survey BL	10-0227	106.0	14.0	103.8	7.0	98%	98%	PASS
							Taxiway D, 1F/2W4								
45	07/07/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 17+24, 198' Right from Survey BL	10-0226	108.0	14.0	108.6	12.0	101%	98%	PASS
46	07/07/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 16+76, 198' Right from Survey BL	10-0226	108.0	14.0	107.9	11.4	100%	98%	PASS
							Runway 11L/29R, Electrical Conduit Pipe								
47	07/07/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 12+40, 9' Left from Edge of Runway	10-0227	106.0	14.0	104.8	6.9	99%	98%	PASS
							Storm Sewer Drainage Pipe, Btw.								
							Existing Pipe to New End Wall S-9								
48	07/08/10	SD	Pipe Backfill (P-152)	A	D-6938	7+8	STA 47+16, 87' Left from Survey BL	10-0228	109.0	12.0	108.9	9.4	100%	100%	PASS
49	07/08/10	SD	Pipe Backfill (P-152)	A	D-6938	8+9	STA 47+28, 80' Left from Survey BL	10-0228	109.0	12.0	111.1	11.2	102%	100%	PASS
50	07/08/10	SD	Pipe Backfill (P-152)	A	D-6938	9+10	STA 47+19, 22' Left from Survey BL	10-0228	109.0	12.0	110.1	10.4	101%	100%	PASS
51	07/08/10	SD	Pipe Backfill (P-152)	A	D-6938	10+11	STA 47+30, 29' Left from Survey BL	10-0228	109.0	12.0	109.0	10.0	100%	100%	PASS
52	07/08/10	SD	Pipe Backfill (P-152)	A	D-6938	11+12	STA 47+21, 84' Left from Survey BL	10-0228	109.0	12.0	110.0	11.0	101%	100%	PASS
53	07/08/10	SD	Pipe Backfill (P-152)	A	D-6938	12+13	STA 47+34, 88' Left from Survey BL	10-0228	109.0	12.0	109.8	12.2	101%	100%	PASS

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D)
E)
F)

Total Number of Tests	21
Passed	21
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0

TODD N. ZIMMERMAN LICENSED No 46037 STATE OF FLORIDA PROFESSIONAL ENGINEER

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FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 11L/29R								
							Electrical Conduit Pipe								
54	07/08/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 13+20, 8' L from Edge of Runway	10-0227	106.0	14.0	103.8	6.2	98%	98%	PASS
55	07/08/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 12+10, 8' R from Edge of Runway	10-0227	106.0	14.0	104.9	7.0	99%	98%	PASS
							Runway 11L/29R								
							Electrical Conduit Pipe, 2"								
56	07/09/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 15+50, 8' L from Edge of Runway	10-0227	106.0	14.0	104.9	5.8	99%	98%	PASS
57	07/09/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 16+20, 8' R from Edge of Runway	10-0227	106.0	14.0	103.8	6.4	98%	98%	PASS
58	07/09/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 13+30, 8' R from Edge of Runway	10-0227	106.0	14.0	104.8	7.0	99%	98%	PASS
59	07/09/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 15+10, 8' R from Edge of Runway	10-0227	106.0	14.0	104.4	6.6	98%	98%	PASS
60	07/09/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 12+50, 8' L from Edge of Runway	10-0227	106.0	14.0	105.9	6.9	100%	98%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D)
E)
F)

Total Number of Tests	7
Passed	7
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist.
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0

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FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 11L/29R								
							Electrical Conduit Pipe - 2"								
61	07/12/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 19+50, 8' R from Edge of Runway	10-0227	106.0	14.0	103.7	3.0	98%	98%	PASS
62	07/12/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 23+50, 8' R from Edge of Runway	10-0227	106.0	14.0	104.9	2.8	99%	98%	PASS
63	07/12/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 19+10, 8' L from Edge of Runway	10-0227	106.0	14.0	104.9	3.6	99%	98%	PASS
64	07/12/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 22+48, 8' L from Edge of Runway	10-0227	106.0	14.0	104.8	3.0	99%	98%	PASS
65	07/12/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 16+80, 8' L from Edge of Runway	10-0227	106.0	14.0	105.6	4.0	100%	98%	PASS
							Taxiway F/Storm Sewer Drainage Pipe								
							Btw. STA 238+12 and 237+77								
							Twin 42" RCP								
66	07/12/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 237+98, 20' Right of CL	10-0226	108.0	14.0	108.2	5.0	100%	100%	PASS
67	07/12/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 238+12, 18' Right of CL	10-0226	108.0	14.0	108.0	5.0	100%	100%	PASS
68	07/12/10	SD	Pipe Backfill (P-152)	A	D-6938	4+5	STA 237+93, 23' Right of CL	10-0226	108.0	14.0	109.5	5.8	101%	100%	PASS
69	07/12/10	SD	Pipe Backfill (P-152)	A	D-6938	4+5	STA 238+09, 21' Right of CL	10-0226	108.0	14.0	109.2	7.2	101%	100%	PASS
70	07/12/10	SD	Pipe Backfill (P-152)	A	D-6938	7+8	STA 237+90, 29' Right of CL	10-0226	108.0	14.0	108.5	6.9	100%	100%	PASS
71	07/12/10	SD	Pipe Backfill (P-152)	A	D-6938	10+11	STA 237+87, 32' Right of CL	10-0226	108.0	14.0	109.2	8.0	101%	100%	PASS
72	07/12/10	SD	Pipe Backfill (P-152)	A	D-6938	12+13	STA 237+77, 53' Right of CL	10-0226	108.0	14.0	110.1	8.7	102%	100%	PASS
							Btw. STA 237+72 and 237+15								
73	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 237+72, 18' Right of CL	10-0226	108.0	14.0	108.0	8.6	100%	100%	PASS
74	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 237+86, 12' Right of CL	10-0226	108.0	14.0	109.2	8.4	101%	100%	PASS
75	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 237+70, 8' Right of CL	10-0226	108.0	14.0	107.8	7.7	100%	100%	PASS
76	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 237+84, 6' Right of CL	10-0226	108.0	14.0	109.1	7.2	101%	100%	PASS
77	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 237+67, 2' Right of CL	10-0226	108.0	14.0	109.0	9.0	101%	100%	PASS
78	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 237+81, 0' on CL	10-0226	108.0	14.0	108.1	8.4	100%	100%	PASS
79	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 237+60, 6' Left of CL	10-0226	108.0	14.0	108.7	8.8	101%	100%	PASS
80	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 237+72, 8' Left of CL	10-0226	108.0	14.0	108.3	6.6	100%	100%	PASS
81	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 237+45, 15' Left of CL	10-0226	108.0	14.0	109.2	7.0	101%	100%	PASS
82	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 237+66, 22' Left of CL	10-0226	108.0	14.0	109.1	8.0	101%	100%	PASS
							END OF REPORT								

DEPTH REFERENCE:
A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D)
E)
F)

Total Number of Tests	22
Passed	22
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0

TODD N. ZIMMERMAN LICENSE No. 46037 STATE OF FLORIDA PROFESSIONAL ENGINEER

7/24/10

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PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/FAIL
							Taxiway F/Storm Sewer Drainage Pipe								
							Btw. STA 237+72 and 237+15								
							Twin 42" RCP								
83	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	4+5	STA 237+44, 28' Left of CL	10-0226	108.0	14.0	109.0	7.7	101%	100%	PASS
84	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	5+6	STA 237+50, 35' Left of CL	10-0226	108.0	14.0	110.1	8.8	102%	100%	PASS
85	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	6+7	STA 237+34, 32' Left of CL	10-0226	108.0	14.0	108.0	8.2	100%	100%	PASS
86	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	7+8	STA 237+43, 48' Left of CL	10-0226	108.0	14.0	109.0	7.6	101%	100%	PASS
87	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	8+9	STA 237+28, 36' Left of CL	10-0226	108.0	14.0	109.0	8.3	101%	100%	PASS
88	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	9+10	STA 237+35, 54' Left of CL	10-0226	108.0	14.0	109.0	7.6	101%	100%	PASS
89	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	10+11	STA 237+23, 41' Left of CL	10-0226	108.0	14.0	107.8	7.5	100%	100%	PASS
90	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	11+12	STA 237+27, 60' Left of CL	10-0226	108.0	14.0	108.8	9.4	101%	100%	PASS
91	07/13/10	SD	Pipe Backfill (P-152)	A	D-6938	12+13	STA 237+15, 48' Left of CL	10-0226	108.0	14.0	109.0	8.3	101%	100%	PASS
							Btw. STA 237+02 and 236+54								
92	07/14/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 237+02, 57' Left of CL	10-0226	108.0	14.0	109.0	6.5	101%	100%	PASS
93	07/14/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 237+17, 62' Left of CL	10-0226	108.0	14.0	109.1	7.8	101%	100%	PASS
94	07/14/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 236+96, 78' Left of CL	10-0226	108.0	14.0	108.8	9.0	101%	100%	PASS
95	07/14/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 237+08, 76' Left of CL	10-0226	108.0	14.0	108.3	8.8	100%	100%	PASS
96	07/14/10	SD	Pipe Backfill (P-152)	A	D-6938	6+7	STA 236+76, 85, Left of CL	10-0226	108.0	14.0	108.5	6.4	100%	100%	PASS
97	07/14/10	SD	Pipe Backfill (P-152)	A	D-6938	10+11	STA 236+79, 100' Left of CL	10-0226	108.0	14.0	108.1	7.4	100%	100%	PASS
98	07/14/10	SD	Pipe Backfill (P-152)	A	D-6938	12+13	STA 236+54, 108' Left of CL	10-0226	108.0	14.0	108.5	9.2	100%	100%	PASS
							Runway 11L/29R								
							Electrical Conduit Pipe - 2"								
99	07/14/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 28+49, 8' L from Edge of Runway	10-0227	106.0	14.0	104.8	6.9	99%	98%	PASS
100	07/14/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 34+12, 8' L from Edge of Runway	10-0227	106.0	14.0	105.9	7.4	100%	98%	PASS
101	07/14/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 29+49, 8' R from Edge of Runway	10-0227	106.0	14.0	106.2	6.6	100%	98%	PASS
102	07/14/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 33+12, 8' R from Edge of Runway	10-0227	106.0	14.0	106.0	7.7	100%	98%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D)
E)
F)

Total Number of Tests	20
Passed	20
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0

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ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 11L/29R								
							Electrical Conduit Pipe - 2"								
103	07/14/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 18+20, 8' R from Edge of Runway	10-0227	106.0	14.0	104.9	5.8	99%	98%	PASS
104	07/14/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 21+62, 8' R from Edge of Runway	10-0227	106.0	14.0	106.4	6.4	100%	98%	PASS
105	07/14/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 20+50, 8' L from Edge of Runway	10-0227	106.0	14.0	105.9	6.0	100%	98%	PASS
106	07/14/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 25+52, 8' L from Edge of Runway	10-0227	106.0	14.0	106.5	7.0	100%	98%	PASS
							Taxiway F/Storm Sewer Drainage Pipe								
							Btw. STA 136+51 and 136+16								
							Twin 42" RCP								
107	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 136+51, 122' Right of CL	10-0226	108.0	14.0	107.9	7.3	100%	100%	PASS
108	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 136+64, 118' Right of CL	10-0226	108.0	14.0	110.1	6.8	102%	100%	PASS
109	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 136+35, 114' Right of CL	10-0226	108.0	14.0	110.1	8.4	102%	100%	PASS
110	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 136+55, 102' Right of CL	10-0226	108.0	14.0	107.9	8.2	100%	100%	PASS
111	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	5+7	STA 136+34, 85' Right of CL	10-0226	108.0	14.0	108.5	7.8	100%	100%	PASS
112	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	9+10	STA 136+29, 36' Right of CL	10-0226	108.0	14.0	109.4	7.7	101%	100%	PASS
113	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	12+13	STA 136+16, 40' Right of CL	10-0226	108.0	14.0	108.2	6.8	100%	100%	PASS
							Taxiway A/Electrical Conduit Pipe -2"								
							1-F2W4								
114	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 10+96, 198' Right of Survey BL	10-0227	106.0	14.0	104.3	3.4	98%	98%	PASS
115	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 11+40, 198' Right of Survey BL	10-0227	106.0	14.0	105.3	4.0	99%	98%	PASS
116	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 10+96, 198' Right of Survey BL	10-0227	106.0	14.0	105.9	6.0	100%	98%	PASS
117	07/15/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 11+40, 198' Right of Survey BL	10-0227	106.0	14.0	106.1	6.7	100%	98%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D)
E)
F)

Total Number of Tests	15
Passed	15
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist.
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0

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ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Taxiway F/Storm Sewer Drainage Pipe								
							Btw. STA 136+11 and 135+73								
							Twin 42" RCP								
118	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 136+11, 85' Right of CL	10-0226	108.0	14.0	107.9	6.2	100%	100%	PASS
119	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 136+27, 78' Right of CL	10-0226	108.0	14.0	109.0	7.7	101%	100%	PASS
120	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 136+02, 73' Right of CL	10-0226	108.0	14.0	109.3	6.9	101%	100%	PASS
121	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 136+16, 70' Right of CL	10-0226	108.0	14.0	109.2	6.5	101%	100%	PASS
122	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	7+8	STA 135+91, 82' Right of CL	10-0226	108.0	14.0	108.9	7.8	101%	100%	PASS
123	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	10+11	STA 135+98, 49' Right of CL	10-0226	108.0	14.0	108.0	7.2	100%	100%	PASS
124	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	12+13	STA 135+73, 41' Right of CL	10-0226	108.0	14.0	109.0	8.4	101%	100%	PASS
							Taxiway F-2/ 2" Electrical Conduit								
							1-F2W4								
125	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 25+68, 196' Right of CL	10-0227	106.0	14.0	104.9	5.5	99%	98%	PASS
126	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 26+18, 196' Right of CL	10-0227	106.0	14.0	103.8	4.2	98%	98%	PASS
127	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 25+68, 196' Right of CL	10-0227	106.0	14.0	106.5	6.9	100%	98%	PASS
128	07/16/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 26+18, 196' Right of CL	10-0227	106.0	14.0	105.5	6.0	100%	98%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D)
E)
F)

Total Number of Tests	11
Passed	11
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0

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ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 11L/29R, 42" RCP								
							Storm Sewer Drainage Pipe								
							Btw. STA 135+88 to 135+34								
129	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 135+88, 38' Right of CL	10-0226	108.0	14.0	108.0	6.6	100%	100%	PASS
130	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 135+70, 33' Right of CL	10-0226	108.0	14.0	108.1	7.8	100%	100%	PASS
131	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 135+78, 28' Right of CL	10-0226	108.0	14.0	108.6	8.1	101%	100%	PASS
132	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 135+58, 22' Right of CL	10-0226	108.0	14.0	110.1	9.4	102%	100%	PASS
133	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 135+72, 18' Right of CL	10-0226	108.0	14.0	108.4	8.2	100%	100%	PASS
134	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	1+2	STA 135+54, 12' Right of CL	10-0226	108.0	14.0	109.0	7.4	101%	100%	PASS
135	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 135+71, 2' Right of CL	10-0226	108.0	14.0	107.8	8.3	100%	100%	PASS
136	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 135+56, 12' Right of CL	10-0226	108.0	14.0	109.0	6.6	101%	100%	PASS
137	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 135+65, 2' Left of CL	10-0226	108.0	14.0	108.0	5.5	100%	100%	PASS
138	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	3+4	STA 135+47, 8' Left of CL	10-0226	108.0	14.0	108.1	6.0	100%	100%	PASS
139	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	4+5	STA 135+66, 21' Left of CL	10-0226	108.0	14.0	108.0	6.9	100%	100%	PASS
140	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	5+6	STA 135+41, 13' Left of CL	10-0226	108.0	14.0	109.2	8.0	101%	100%	PASS
141	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	6+7	STA 135+55, 27' Left of CL	10-0226	108.0	14.0	108.8	7.9	101%	100%	PASS
142	07/19/10	SD	Pipe Backfill (P-152)	A	D-6938	7+8	STA 135+34, 16' Left of CL	10-0226	108.0	14.0	107.6	6.7	100%	100%	PASS
							Btw. STA 135+47 to 135+16								
143	07/20/10	SD	Pipe Backfill (P-152)	A	D-6938	8+9	STA 135+47, 30' Left of CL	10-0226	108.0	14.0	108.0	7.0	100%	100%	PASS
144	07/20/10	SD	Pipe Backfill (P-152)	A	D-6938	9+10	STA 135+19, 21' Left of CL	10-0226	108.0	14.0	107.9	8.3	100%	100%	PASS
145	07/20/10	SD	Pipe Backfill (P-152)	A	D-6938	10+11	STA 135+32, 38' Left of CL	10-0226	108.0	14.0	109.1	9.4	101%	100%	PASS
146	07/20/10	SD	Pipe Backfill (P-152)	A	D-6938	11+12	STA 135+5, 31' Left of CL	10-0226	108.0	14.0	108.1	8.8	100%	100%	PASS
147	07/20/10	SD	Pipe Backfill (P-152)	A	D-6938	12+13	STA 135+16, 46' Left of CL	10-0226	108.0	14.0	108.5	7.4	100%	100%	PASS
							Taxiway F								
							New Addition Asphalt Pavement								
148	07/20/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 220+32, 13' Right of CL	10-0260	128.0	9.0	127.9	6.4	100%	100%	PASS
149	07/20/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 223+40, 15' Right of CL	10-0260	128.0	9.0	129.2	7.0	101%	100%	PASS
150	07/20/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 227+35, 12' Right of CL	10-0260	128.0	9.0	128.2	6.7	100%	100%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E)
F)

Total Number of Tests	22
Passed	22
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0
10-0260	D1557	128.0	9.0

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FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Taxiway F/ 2" Electrical Conduit								
151	07/20/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 45+50, 192' Right of Survey BL	10-0227	106.0	14.0	104.8	4.7	99%	98%	PASS
152	07/20/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 46+09, 196' Right of Survey BL	10-0227	106.0	14.0	103.8	5.0	98%	98%	PASS
153	07/20/10	SD	Pipe Backfill (P-152)	B	D-6938	1+2	STA 45+50, 192' Right of Survey BL	10-0227	106.0	14.0	104.9	5.8	99%	98%	PASS
154	07/20/10	SD	Pipe Backfill (P-152)	B	D-6938	1+2	STA 46+09, 196' Right of Survey BL	10-0227	106.0	14.0	105.1	5.0	99%	98%	PASS
							Taxiway F-1/2" Electrical Conduit								
155	07/20/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 37+60, 196' Right of Survey BL	10-0227	106.0	14.0	103.8	2.5	98%	98%	PASS
156	07/20/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 37+10, 194' Right of Survey BL	10-0227	106.0	14.0	104.8	3.0	99%	98%	PASS
157	07/20/10	SD	Pipe Backfill (P-152)	B	D-6938	1+2	STA 37+60, 196' Right of Survey BL	10-0227	106.0	14.0	104.9	2.8	99%	98%	PASS
158	07/20/10	SD	Pipe Backfill (P-152)	B	D-6938	1+2	STA 37+10, 194' Right of Survey BL	10-0227	106.0	14.0	105.0	3.7	99%	98%	PASS
							Runway 11L/29R, 42" RCP								
							Storm Sewer Drainage Pipe								
							Btw. STA 35+07 to 34+54								
159	07/21/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 35+07, 42' Right of Survey BL	10-0226	108.0	14.0	107.9	9.0	100%	100%	PASS
160	07/21/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 34+91, 60' Right of Survey BL	10-0226	108.0	14.0	109.1	9.4	101%	100%	PASS
161	07/21/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 34+98, 31' Right of Survey BL	10-0226	108.0	14.0	109.2	10.0	101%	100%	PASS
162	07/21/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 34+81, 39' Right of Survey BL	10-0226	108.0	14.0	109.6	8.3	101%	100%	PASS
163	07/21/10	SD	Pipe Backfill (P-152)	A	D-6938	2+3	STA 34+88, 20' Right of Survey BL	10-0226	108.0	14.0	108.3	7.6	100%	100%	PASS
164	07/21/10	SD	Pipe Backfill (P-152)	A	D-6938	7+8	STA 34+57, 17' Right of Survey BL	10-0226	108.0	14.0	108.4	8.1	100%	100%	PASS
165	07/21/10	SD	Pipe Backfill (P-152)	A	D-6938	12+13	STA 34+54, 3' Left of Survey BL	10-0226	108.0	14.0	108.1	9.0	100%	100%	PASS
							Taxiway F								
							New Addition Asphalt Pavement								
166	07/21/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 231+50, 16' Right of CL	10-0260	128.0	9.0	129.2	7.9	101%	100%	PASS
167	07/21/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 236+40, 12' Right of CL	10-0260	128.0	9.0	130.6	8.0	102%	100%	PASS
168	07/21/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 240+20, 12' Right of CL	10-0260	128.0	9.0	128.0	7.4	100%	100%	PASS
169	07/21/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 238+55, 11' Left of CL	10-0260	128.0	9.0	129.2	8.3	101%	100%	PASS
170	07/21/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 242+50, 12' Left of CL	10-0260	128.0	9.0	128.2	8.4	100%	100%	PASS
171	07/21/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 243+35, 13' Right of CL	10-0260	128.0	9.0	129.2	9.4	101%	100%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E)
F)

Total Number of Tests	21
Passed	21
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0
10-0260	D1557	128.0	9.0

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FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 2R 11L- 1C-1W2								
							2" Electrical Conduit								
172	07/21/10	SD	Pipe Backfill (P-152)	B	D-6938	0-1	STA 15+42, 179' Right of Survey BL	10-0227	106.0	14.0	103.9	5.0	98%	98%	PASS
173	07/21/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 15+42, 179' Right of Survey BL	10-0227	106.0	14.0	104.0	4.5	98%	98%	PASS
							Runway 11L/29R, 42" RCP								
							Storm Sewer Drainage Pipe								
							Btw. STA 34+48 to 33+89								
174	07/22/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 34+48, 16' Left of Survey BL	10-0226	108.0	14.0	108.0	6.9	100%	100%	PASS
175	07/22/10	SD	Pipe Backfill (P-152)	A	D-6938	0-1	STA 34+29, 6' Left of Survey BL	10-0226	108.0	14.0	109.1	7.5	101%	100%	PASS
176	07/22/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 34+33, 32' Left of Survey BL	10-0226	108.0	14.0	109.5	9.2	101%	100%	PASS
177	07/22/10	SD	Pipe Backfill (P-152)	A	D-6938	0+1	STA 34+11, 22' Left of Survey BL	10-0226	108.0	14.0	108.9	8.8	101%	100%	PASS
178	07/22/10	SD	Pipe Backfill (P-152)	A	D-6938	6+7	STA 34+23, 48' Left of Survey BL	10-0226	108.0	14.0	108.1	7.9	100%	100%	PASS
179	07/22/10	SD	Pipe Backfill (P-152)	A	D-6938	11+12	STA 33+89, 38' Left of Survey BL	10-0226	108.0	14.0	110.1	9.4	102%	100%	PASS
							Taxiway F								
							New Addition Asphalt Pavement								
							Btw. STA 701+30 to 245+40								
180	07/22/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 701+30, 20' Left of CL	10-0260	128.0	9.0	128.0	8.8	100%	100%	PASS
181	07/22/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 245+40, 19' Left of CL	10-0260	128.0	9.0	128.2	6.4	100%	100%	PASS
							Taxiway F-1								
							New Addition Asphalt Pavement								
							Btw. STA 601+20 to 600+70								
182	07/22/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 601+20, 12' Right of CL	10-0260	128.0	9.0	129.2	10.0	101%	100%	PASS
183	07/22/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 600+70, 13' Left of CL	10-0260	128.0	9.0	130.7	9.4	102%	100%	PASS
							Taxiway F								
							New Addition Asphalt Pavement								
184	07/23/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 234+48, 11' Left of CL	10-0260	128.0	9.0	127.9	8.0	100%	100%	PASS
185	07/23/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 230+50, 12' Left of CL	10-0260	128.0	9.0	129.4	8.0	101%	100%	PASS
186	07/23/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 222+32, 13' Left of CL	10-0260	128.0	9.0	129.2	7.7	101%	100%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E)
F)

Total Number of Tests	15
Passed	15
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0
10-0260	D1557	128.0	9.0

TODD N. ZIMMERMAN LICENSE No. 46037 STATE OF FLORIDA PROFESSIONAL ENGINEER

5/23/10

Todd N. Zimmerman, P.E., FL Registration No. 46037

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PAGE ONE CONSULTANTS, INCORPORATED

ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Btw. Taxiway F and F-2								
							New Addition Asphalt Pavement								
187	07/23/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 226+52, 14' Left of CL	10-0260	128.0	9.0	128.0	10.2	100%	100%	PASS
							Btw. Taxiway F and D								
							New Addition Asphalt Pavement								
188	07/23/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 217+72, 16' Left of CL	10-0260	128.0	9.0	129.2	10.4	101%	100%	PASS
							Taxiway F-2								
							New Addition Asphalt Pavement								
189	07/23/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 501+40, 13' Right of CL	10-0260	128.0	9.0	127.9	9.7	100%	100%	PASS
190	07/23/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 500+32, 29' Left of CL	10-0260	128.0	9.0	128.1	9.0	100%	100%	PASS
							Taxiway A/ 2" Electrical Conduit								
191	07/26/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 11+00, 262' Left of Survey BL	10-0227	106.0	14.0	103.8	4.8	98%	98%	PASS
192	07/26/10	SD	Pipe Backfill (P-152)	B	D-6938	0+1	STA 11+62, 290' Right of Survey BL	10-0227	106.0	14.0	103.8	5.0	98%	98%	PASS
193	07/26/10	SD	Pipe Backfill (P-152)	B	D-6938	1+2	STA 11+00, 262' Left of Survey BL	10-0227	106.0	14.0	104.8	5.2	99%	98%	PASS
194	07/26/10	SD	Pipe Backfill (P-152)	B	D-6938	1+2	STA 11+62, 290' Right of Survey BL	10-0227	106.0	14.0	103.9	5.4	98%	98%	PASS
							Taxiway A								
							Btw. STA 302+60 to 301+30								
195	07/27/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 302+60, 13' Right of CL	10-0260	128.0	9.0	127.9	6.9	100%	100%	PASS
196	07/27/10	SD	Roadway Base (P-211)	D	D-6938	0-6"	STA 301+30, 16' Left of CL	10-0260	128.0	9.0	128.0	7.4	100%	100%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E)
F)

Total Number of Tests	10
Passed	10
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0
10-0260	D1557	128.0	9.0

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ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates

PROJECT: Vero Beach Municipal Airport

PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Feet)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Greenway Area								
197	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 240+65, 40' Left of CL	10-0277	116.0	10.0	115.9	6.0	100%	100%	PASS
198	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 241+08, 95' Left of CL	10-0277	116.0	10.0	116.1	6.2	100%	100%	PASS
199	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 241+70, 175' Left of CL	10-0277	116.0	10.0	115.9	7.4	100%	100%	PASS
200	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 242+60, 37' Left of CL	10-0277	116.0	10.0	117.1	6.9	101%	100%	PASS
201	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 243+22, 115' Left of CL	10-0277	116.0	10.0	115.7	7.6	100%	100%	PASS
202	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 243+65, 180' Left of CL	10-0277	116.0	10.0	116.1	9.0	100%	100%	PASS
203	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 244+60, 45' Left of CL	10-0277	116.0	10.0	115.6	7.2	100%	100%	PASS
204	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 245+45, 110' Left of CL	10-0277	116.0	10.0	117.2	7.9	101%	100%	PASS
205	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 244+90, 170' Left of CL	10-0277	116.0	10.0	115.9	7.7	100%	100%	PASS
206	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 39+55, 20' Left of Survey BL	10-0277	116.0	10.0	117.0	10.6	101%	100%	PASS
207	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 40+35, 40' Right of Survey BL	10-0277	116.0	10.0	115.9	9.4	100%	100%	PASS
208	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 42+30, 15' Left of Survey BL	10-0277	116.0	10.0	117.1	10.0	101%	100%	PASS
209	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 43+00, 30' Right of Survey BL	10-0277	116.0	10.0	116.3	8.8	100%	100%	PASS
210	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 43+55, 45' Right of Survey BL	10-0277	116.0	10.0	117.1	8.7	101%	100%	PASS
211	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 45+55, 25' Left of Survey BL	10-0277	116.0	10.0	118.2	11.0	102%	100%	PASS
212	08/11/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 46+10, 37' Right of Survey BL	10-0277	116.0	10.0	115.8	9.7	100%	100%	PASS
213	08/12/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 246+35, 22' Right of CL	10-0291	125.0	8.0	124.4	6.4	100%	100%	PASS
214	08/12/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 247+15, 15' Left of CL	10-0291	125.0	8.0	126.3	8.0	101%	100%	PASS
215	08/12/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 247+80, 30' Right of CL	10-0291	125.0	8.0	126.0	7.8	101%	100%	PASS
216	08/12/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 146+40, 75' Right of CL	10-0291	125.0	8.0	124.7	5.8	100%	100%	PASS
217	08/12/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 147+25, 105' Right of CL	10-0291	125.0	8.0	125.0	8.4	100%	100%	PASS
218	08/12/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 147+85, 165' Right of CL	10-0291	125.0	8.0	124.4	7.6	100%	100%	PASS
219	08/12/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 46+65, 35' Left of Survey BL	10-0291	125.0	8.0	125.0	6.2	100%	100%	PASS
220	08/12/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 47+12, 30' Right of Survey BL	10-0291	125.0	8.0	127.5	9.0	102%	100%	PASS
221	08/12/10	SD	Stabilized Subgrade	E	D-6938	0-1	STA 47+85, 55' Right of Survey BL	10-0291	125.0	8.0	126.5	8.7	101%	100%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E) 0 = Top of Stabilized Subgrade
F)

Total Number of Tests	25
Passed	25
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0226	D698	108.0	14.0
10-0227	D698	106.0	14.0
10-0228	D698	109.0	12.0
10-0277	D1557	116.0	10.0
10-0291	D1557	125.0	8.0

TODD N. ZIMMERMAN LICENSE No 46037 STATE OF FLORIDA PROFESSIONAL ENGINEER

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ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Inches)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Taxiway F- Btw. STA 212+55 & 216+35 (Test Strip-Failed)								
222	08/23/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 212+55, 10' Left of CL	10-0298	127.0	8.0	121.1	4.2	95%	98%	FAIL
223	08/23/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 213+75, 12' Left of CL	10-0299	124.0	7.0	121.5	4.0	98%	98%	PASS
224	08/23/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 215+30, 11' Left of CL	10-0299	124.0	7.0	121.3	6.1	98%	98%	PASS
225	08/23/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 216+35, 10' Left of CL	10-0299	124.0	7.0	123.0	5.0	99%	98%	PASS
							Runway 11L/29R, Rehab Extension								
							Asphalt Pavement with Cold In Place Recycle								
							Btw. STA 113+52 - 134+20								
226	08/25/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 113+52, 38' Left of CL	10-0299	124.0	7.0	121.2	5.6	98%	98%	PASS
227	08/25/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 118+35, 38' Left of CL	10-0299	124.0	7.0	120.9	6.0	98%	98%	PASS
228	08/25/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 123+70, 38' Left of CL	10-0299	124.0	7.0	121.9	5.5	98%	98%	PASS
229	08/25/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 128+40, 38' Left of CL	10-0299	124.0	7.0	123.9	7.4	100%	98%	PASS
230	08/25/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 134+20, 38' Left of CL	10-0299	124.0	7.0	122.4	6.2	99%	98%	PASS
							Btw. STA 136+50 - 112+30								
231	08/26/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 136+50, 28' Left of CL	10-0299	124.0	7.0	122.7	6.7	99%	98%	PASS
232	08/26/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 132+35, 28' Left of CL	10-0299	124.0	7.0	121.5	5.4	98%	98%	PASS
233	08/26/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 127+22, 28' Left of CL	10-0299	124.0	7.0	123.9	7.2	100%	98%	PASS
234	08/26/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 121+60, 28' Left of CL	10-0299	124.0	7.0	124.0	8.0	100%	98%	PASS
235	08/26/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 117+15, 28' Left of CL	10-0299	124.0	7.0	122.6	7.6	99%	98%	PASS
236	08/26/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 112+30, 28' Left of CL	10-0299	124.0	7.0	121.4	6.6	98%	98%	PASS
							Btw. STA 114+40 - 137+00								
237	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 114+40, 17' Left of CL	10-0303	107.0	5.0	104.6	6.0	98%	98%	PASS
238	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 119+35, 17' Left of CL	10-0303	107.0	5.0	105.4	5.5	99%	98%	PASS
239	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 124+11, 17' Left of CL	10-0303	107.0	5.0	105.2	6.6	98%	98%	PASS
240	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 129+40, 17' Left of CL	10-0303	107.0	5.0	107.0	6.9	100%	98%	PASS
241	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 133+30, 17' Left of CL	10-0303	107.0	5.0	106.9	6.5	100%	98%	PASS
242	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 137+00, 17' Left of CL	10-0299	124.0	7.0	123.7	8.0	100%	98%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E) 0 = Top of Stabilized Subgrade
F)

Total Number of Tests	21
Passed	20
Failed	1

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0277	D1557	116.0	10.0
10-0291	D1557	125.0	8.0
10-0298	D1557	127.0	8.0
10-0299	D1557	124.0	7.0
10-0303	D1557	107.0	5.0

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ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates

PROJECT: Vero Beach Municipal Airport

PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Inches)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 11L/29R, Rehab Extension								
							Asphalt Pavement with Cold In Place Recycle								
							Btw. STA 111+35 - 138+00								
243	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 111+55, 10' Left of CL	10-0303	107.0	5.0	108.1	7.2	101%	98%	PASS
244	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 120+35, 10' Left of CL	10-0303	107.0	5.0	105.8	5.4	99%	98%	PASS
245	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 123+00, 10' Left of CL	10-0303	107.0	5.0	106.9	6.1	100%	98%	PASS
246	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 128+00, 10' Left of CL	10-0303	107.0	5.0	104.8	5.0	98%	98%	PASS
247	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 131+65, 10' Left of CL	10-0303	107.0	5.0	104.8	5.5	98%	98%	PASS
248	08/27/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 138+00, 10' Left of CL	10-0299	124.0	7.0	122.7	7.4	99%	98%	PASS
							Btw. STA 112+00 - 136+60								
249	08/28/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 112+00, 10' Right of CL	10-0303	107.0	5.0	105.9	5.8	99%	98%	PASS
250	08/28/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 120+11, 10' Right of CL	10-0303	107.0	5.0	104.5	6.0	98%	98%	PASS
251	08/28/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 123+40, 10' Right of CL	10-0303	107.0	5.0	105.8	5.4	99%	98%	PASS
252	08/28/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 127+00, 10' Right of CL	10-0303	107.0	5.0	105.9	6.2	99%	98%	PASS
253	08/28/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 132+50, 10' Right of CL	10-0303	107.0	5.0	108.0	6.9	101%	98%	PASS
254	08/28/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 137+15, 10' Right of CL	10-0299	124.0	7.0	124.0	7.9	100%	98%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E) 0 = Top of Stabilized Subgrade
F)

Total Number of Tests	12
Passed	12
Failed	0

PROCTOR INFORMATION			
Number	Method	PCF	Opt. Moist
10-0277	D1557	116.0	10.0
10-0291	D1557	125.0	8.0
10-0298	D1557	127.0	8.0
10-0299	D1557	124.0	7.0
10-0303	D1557	107.0	5.0

TODD N. ZIMMERMAN LICENSED No 46037 STATE OF FLORIDA PROFESSIONAL ENGINEER

7/23/10

Todd N. Zimmerman, P.E. Fl. Registration No. 46037

5780 Hoffner Avenue, Suite 401, Orlando, Florida 32822 (407) 275-5120 Fax (407) 275-5266 DBE/WBE Certified

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PAGE ONE CONSULTANTS, INCORPORATED

ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Inches)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 11L/29R, Rehab Extension								
							Asphalt Pavement with Cold in Place Recycle								
							Btw. STA 138+00 - 113+65								
255	08/30/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 138+00, 20' Right of CL	10-0299	124.0	7.0	122.1	6.0	98%	98%	PASS
256	08/30/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 131+40, 20' Right of CL	10-0303	107.0	5.0	104.8	6.1	98%	98%	PASS
257	08/30/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 126+60, 20' Right of CL	10-0303	107.0	5.0	106.8	7.0	100%	98%	PASS
258	08/30/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 119+35, 20' Right of CL	10-0303	107.0	5.0	106.2	5.9	99%	98%	PASS
259	08/30/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 113+65, 20' Right of CL	10-0303	107.0	5.0	104.9	6.6	98%	98%	PASS
							Taxiway F-1, Rehab Extension								
							Asphalt Pavement with Cold in Place Recycle								
							Btw. STA 700+30 - 702+00								
260	08/30/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 700+30, 5' Right of CL	10-0299	124.0	7.0	121.0	7.7	98%	98%	PASS
261	08/30/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 700+50, 8' Left of CL	10-0299	124.0	7.0	121.4	6.4	98%	98%	PASS
262	08/30/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 701+50, 4' Left of CL	10-0299	124.0	7.0	122.8	8.0	99%	98%	PASS
263	08/30/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 702+00, 6' Right of CL	10-0299	124.0	7.0	121.5	7.0	98%	98%	PASS
							Runway 11L/29R, Rehab Extension								
							Asphalt Pavement with Cold in Place Recycle								
							Btw. STA 112+80 - 125+75								
264	08/31/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 112+80, 30' Right of CL	10-0303	107.0	5.0	105.8	6.1	99%	98%	PASS
265	08/31/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 118+40, 30' Right of CL	10-0303	107.0	5.0	104.4	5.5	98%	98%	PASS
266	08/31/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 125+75, 30' Right of CL	10-0303	107.0	5.0	105.3	5.0	98%	98%	PASS
							Taxiway F-1, Rehab Extension								
							Asphalt Pavement with Cold in Place Recycle								
							Btw. STA 600+20 - 602+00								
267	08/31/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 600+20, 8' Left of CL	10-0299	124.0	7.0	121.5	9.0	98%	98%	PASS
268	08/31/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 601+35, 6' Right of CL	10-0299	124.0	7.0	123.7	6.7	100%	98%	PASS
269	08/31/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 601+65, 11' Left of CL	10-0299	124.0	7.0	122.8	[illegible]	99%	98%	PASS
270	08/31/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 602+00, 10' Right of CL	10-0299	124.0	7.0	[illegible]	[illegible]	99%	98%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E) 0 = Top of Stabilized Subgrade
F)

Total Number of Tests	16
Passed	16
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0277	D1557	116.0	10.0
10-0291	D1557	125.0	8.0
10-0298	D1557	127.0	8.0
10-0299	D1557	124.0	7.0
10-0303	D1557	107.0	5.0

TODD N. ZIMMERMAN LICENSE No. 46037 STATE OF FLORIDA PROFESSIONAL ENGINEER

Todd N. Zimmerman, P.E. - Fl. Registration No. 46037

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FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (inches)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 11L/29R, Rehab Extension								
							Asphalt Pavement with Cold In Place Recycle								
							Btw. STA 129+15 - 136+20								
271	09/01/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 129+15, 30' Right of CL	10-0303	107.0	5.0	104.5	5.4	98%	98%	PASS
272	09/01/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 132+60, 30' Right of CL	10-0303	107.0	5.0	105.8	6.2	99%	98%	PASS
273	09/01/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 136+70, 30' Right of CL	10-0299	124.0	7.0	124.0	6.9	100%	98%	PASS
							Taxiway F-2, Rehab Extension								
							Asphalt Pavement with Cold In Place Recycle								
							Btw. STA 500+30 - 502+00								
274	09/01/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 500+30, 6' Left of CL	10-0303	107.0	5.0	107.3	7.6	100%	98%	PASS
275	09/01/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 500+75, 6' Right of CL	10-0303	107.0	5.0	106.0	6.6	99%	98%	PASS
276	09/01/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 501+55, 8' Left of CL	10-0303	107.0	5.0	104.5	7.5	98%	98%	PASS
277	09/01/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 502+00, 11' Right of CL	10-0303	107.0	5.0	107.0	7.0	100%	98%	PASS
							Taxiway D, Rehab Extension								
							Asphalt Pavement with Cold In Place Recycle								
							Btw. STA 400+40 - 401+70								
278	09/02/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 400+40, 15' Left of CL	10-0303	107.0	5.0	106.3	7.4	99%	98%	PASS
279	09/02/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 400+20, 22' Right of CL	10-0303	107.0	5.0	105.3	6.2	98%	98%	PASS
280	09/02/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 401+30, 11' Left of CL	10-0303	107.0	5.0	106.2	6.6	99%	98%	PASS
281	09/02/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 401+70, 12' Right of CL	10-0303	107.0	5.0	106.4	7.0	99%	98%	PASS
							Taxiway A, Rehab Extension								
							Asphalt Pavement with Cold In Place Recycle								
							Btw. STA 300+25 - 302+10								
282	09/02/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 300+25, 22' Left of CL	10-0299	124.0	7.0	121.5	6.7	98%	98%	PASS
283	09/02/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 300+65, 9' Right of CL	10-0299	124.0	7.0	123.2	7.0	99%	98%	PASS
284	09/02/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 301+45, 6' Left of CL	10-0299	124.0	7.0	122.1	6.9	98%	98%	PASS
285	09/02/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 302+10, 8' Right of CL	10-0299	124.0	7.0	123.5	8.0	100%	98%	PASS
							END OF REPORT								

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E) 0 = Top of Stabilized Subgrade
F)

Total Number of Tests	15
Passed	15
Failed	0

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0277	D1557	116.0	10.0
10-0291	D1557	125.0	8.0
10-0298	D1557	127.0	8.0
10-0299	D1557	124.0	7.0
10-0303	D1557	107.0	5.0

TODD N. ZIMMERMAN LICENSED No. 46037 STATE OF FLORIDA PROFESSIONAL ENGINEER

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FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Inches)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Runway 11L/29R, Rehab Extension								
							Asphalt Pavement with Cold In Place Recycle								
							Btw. STA 115+35 to 137+55								
286	09/07/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 115+35, 40' Right of CL	10-0303	107.0	5.0	106.7	6.6	100%	98%	PASS
287	09/07/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 120+75, 40' Right of CL	10-0303	107.0	5.0	104.8	7.0	98%	98%	PASS
288	09/07/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 123+15, 40' Right of CL	10-0303	107.0	5.0	105.7	5.9	99%	98%	PASS
289	09/07/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 128+45, 40' Right of CL	10-0303	107.0	5.0	105.8	5.5	99%	98%	PASS
290	09/07/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 133+65, 40' Right of CL	10-0303	107.0	5.0	104.3	6.0	97%	98%	FAIL
291	09/07/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 137+55, 40' Right of CL	10-0299	124.0	7.0	122.7	7.9	99%	98%	PASS
							Taxiway A & F-2, New Construction								
							Addition Asphalt Pavement								
							Taxiway A								
292	09/07/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 301+45, 12' Right of CL	10-0226	108.0	14.0	109.2	9.4	101%	98%	PASS
293	09/07/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 301+20, 12' Left of CL	10-0226	108.0	14.0	109.0	8.6	101%	98%	PASS
							Taxiway F-2								
294	09/07/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 500+65, 15' Left of CL	10-0226	108.0	14.0	107.9	9.0	100%	98%	PASS
295	09/07/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 501+25, 13' Right of CL	10-0226	108.0	14.0	109.0	10.0	101%	98%	PASS
							Taxiway F-1, New Construction								
							Addition Asphalt Pavement								
296	09/07/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 600+50, 22' Left of CL	10-0226	108.0	14.0	107.5	6.0	100%	98%	PASS
297	09/07/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 601+35, 11' Right of CL	10-0226	108.0	14.0	108.0	7.9	100%	98%	PASS
							Run Up Area, Rehab Extension								
							Asphalt Pavement with Cold In Place Recycle								
							Btw. STA 211+20 to 213+55								
298	09/08/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 211+20, 20' Right of CL	10-0299	124.0	7.0	123.8	7.5	100%	98%	PASS
299	09/08/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 211+62, 30' Right of CL	10-0299	124.0	7.0	123.0	6.6	99%	98%	PASS
300	09/08/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 212+35, 40' Right of CL	10-0299	124.0	7.0	122.6	5.8	99%	98%	PASS
301	09/08/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 212+75, 50' Right of CL	10-0299	124.0	7.0	122.7	[illegible]	99%	98%	PASS
302	09/08/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 213+55, 60' Right of CL	10-0299	124.0	7.0	123.7	7.4	100%	98%	PASS

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E) 0 = Top of Stabilized Subgrade
F)

Total Number of Tests	17
Passed	16
Failed	1

PROCTOR INFORMATION

Number	Method	PCF	Opt. Moist
10-0277	D1557	116.0	10.0
10-0291	D1557	125.0	8.0
10-0226	D1557	108.0	14.0
10-0299	D1557	124.0	7.0
10-0303	D1557	107.0	5.0

TODD N. ZIMMERMAN LICENSED STATE OF FLORIDA PROFESSIONAL ENGINEER No. 46037

Todd M. Zimmerman, P.E. Registration No. 46037

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ENVIRONMENTAL & GEOTECHNICAL MATERIALS TESTING & INSPECTION CONSTRUCTION MANAGEMENT

FIELD COMPACTION REPORT

CLIENT: Wilbur Smith Associates
PROJECT: Vero Beach Municipal Airport
PROJECT NO.: 10054

TEST NUMBER	DATE	TECH	MATERIAL / LAYER	DEPTH REFERENCE (See Table)	FIELD METHOD (ASTM)	TEST DEPTH (Inches)	TEST LOCATION	PROCTOR ID	MAX DENSITY (PCF)	OPTIMUM MOISTURE (%)	DRY DENSITY (PCF)	MOISTURE (%)	SOIL COMPACTION	REQUIRED COMPACTION	PASS/ FAIL
							Taxiway F, New Construction								
							Addition Asphalt Pavement								
303	09/08/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 701+70, 15' Left of CL	10-0226	108.0	14.0	107.5	10.4	100%	98%	PASS
							Btw. STA 234+30 to 243+55								
304	09/08/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 234+30, 15' Left of CL	10-0226	108.0	14.0	107.9	8.8	100%	98%	PASS
305	09/08/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 238+65, 12' Right of CL	10-0226	108.0	14.0	108.2	7.7	100%	98%	PASS
306	09/08/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 243+55, 14' Left of CL	10-0226	108.0	14.0	109.0	9.7	101%	98%	PASS
307	09/08/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 228+45, 11' Left of CL	10-0226	108.0	14.0	107.9	8.8	100%	98%	PASS
308	09/08/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 229+50, 15' Right of CL	10-0226	108.0	14.0	108.6	10.4	101%	98%	PASS
309	09/09/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 223+35, 12' Left of CL	10-0226	108.0	14.0	108.0	7.8	100%	98%	PASS
310	09/09/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 224+40, 13' Right of CL	10-0226	108.0	14.0	108.3	7.4	100%	98%	PASS
311	09/09/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 218+60, 11' Left of CL	10-0226	108.0	14.0	109.0	10.0	101%	98%	PASS
312	09/09/10	SD	Stabilized Subgrade (P-152)	E	D-6938	0-12"	STA 220+10, 15' Right of CL	10-0226	108.0	14.0	107.8	9.7	100%	98%	PASS
							Taxiway F, Rehab Extension								
							Asphalt Pavement with Cold In Place Recycle								
							Btw. STA 211+55 to 237+65								
313	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 211+55, 12' Left of CL	10-0299	124.0	7.0	121.4	7.2	98%	98%	PASS
314	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 212+35, 10' Right of CL	10-0299	124.0	7.0	125.2	6.9	101%	98%	PASS
315	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 217+22, 11' Left of CL	10-0299	124.0	7.0	123.8	6.4	100%	98%	PASS
316	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 219+60, 10' Right of CL	10-0299	124.0	7.0	121.9	6.4	98%	98%	PASS
317	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 223+50, 11' Left of CL	10-0299	124.0	7.0	122.6	7.5	99%	98%	PASS
318	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 226+40, 11' Right of CL	10-0303	107.0	5.0	105.8	7.0	99%	98%	PASS
319	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 228+65, 10' Left of CL	10-0303	107.0	5.0	105.3	6.0	98%	98%	PASS
320	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 230+75, 10' Right of CL	10-0299	124.0	7.0	123.8	8.8	100%	98%	PASS
321	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 233+25, 10' Left of CL	10-0303	107.0	5.0	121.6	7.4	114%	98%	PASS
322	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 234+35, 11' Right of CL	10-0303	107.0	5.0	104.8	5.5	98%	98%	PASS
323	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 236+45, 10' Left of CL	10-0299	124.0	7.0	122.3	7.9	99%	98%	PASS
324	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-6"	STA 237+65, 10' Right of CL	10-0299	124.0	7.0	122.0	6.5	98%	98%	PASS
							Runway 11L/29R								
325	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-9"	STA 125+50, 37' Left of CL	10-0299	124.0	7.0	122.7	6.8	99%	98%	PASS
326	09/09/10	SD	Roadway Base (P-210)	D	D-6938	0-9"	STA 126+30, 37' Left of CL	10-0299	124.0	7.0	122.4	7.2	99%	98%	PASS

DEPTH REFERENCE:

A) 0 = Bottom of Pipe
B) 0 = Bottom of Electrical Conduit
C) 0 = Bottom of Excavation
D) 0 = Top of Base
E) 0 = Top of Stabilized Subgrade
F)

Total Number of Tests	24
Passed	24
Failed	0

PROCTOR INFORMATION			
Number	Method	PCF	Opt. Moist
10-0277	D1557	116.0	10.0
10-0291	D1557	125.0	8.0
10-0226	D1557	108.0	14.0
10-0299	D1557	124.0	7.0
10-0303	D1557	107.0	5.0

Charles J. Sutanek, P.E. - FL Registration No. 33905

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ENVIRONMENTAL AND GEOTECHNICAL MATERIAL TESTING AND INSPECTION CONSTRUCTION MANAGEMENT

COMPRESSIVE STRENGTH OF CONCRETE TEST SPECIMENS
(ASTM C 39)

POC Project No.: 10054
Cylinder Set No.: 10-0676
Contractor: Paragon Electric

Project Name: Vero Beach Municipal Airport

Client Name: Wilbur Smith Associates
3191 Maguire Blvd. Ste 200
Orlando Florida 32803

Location of Placement(s): Electrical Ductbank - Taxiway A and Taxiway F-2/F-1/F

Location of Sample(s): Taxiway A, STA 11+20, 198' from Survey BL

Set No. 1 **Of** 1 **Total Sets**

CONCRETE MIX DESIGN DATA (Supplied by Others)

SPECIFIED STRENGTH @ 28 DAYS (PSI)	SLUMP (inches)	AIR CONTENT (%)	MIX DESIGNATION	MIX TYPE	SUPPLIER
3000	N/A	N/A	8808481	Transit	Tarmac

FIELD SAMPLING DATA

DATE SAMPLED	7/8/2010	TIME BATCHED	9:35 AM	SIZE OF LOAD (CY)	4
TIME SAMPLED	10:20 AM	TRUCK NO.	1366	CONCRETE TEMP (°F)	81
SAMPLED BY	SD	TICKET NO.	341908	SLUMP (IN.)	3.50
WEATHER	Clear	WATER ADDED (GAL)	N/A	AIR CONTENT (%)	N/A
AIR TEMP. (°F)	85	WATER AUTH. BY	N/A	WATER CEMENT RATIO	N/A

COMPRESSIVE STRENGTH DATA

SET ID	CYL ID	DATE REC'D	DATE TESTED	AGE (DAYS)	DIAMETER (IN.)	AREA (SQ IN.)	MAX LOAD (LBS.)	COMPRESSIVE STRENGTH (PSI)	FRACTURE TYPE	LAB TECH.
10-0676	A	7/12/2010	7/15/2010	7	4.040	12.82	46950	3660	3	DS
10-0676	B	7/12/2010	8/5/2010	28	4.050	12.88	63770	4950	3	DS
10-0676	C	7/12/2010	8/5/2010	28	4.050	12.88	66440	5160	3	DS
10-0676	D	7/12/2010	HOLD	H						

Fracture Types: 1 - Cone, 2 - Cone/Split, 3 - Cone/Shear, 4 - Shear, 5 - Columnar, 6 - Other
Concrete sampled to ASTM C-172. Cylinders molded to ASTM C-31 and lab cured/ tested to ASTM C-31 & ASTM C-39.
Grout Prisms are tested in accordance with ASTM C-1019, Cubes are tested in accordance with ASTM C-109.

7-day Break is 122% **of Specified** 28-day Average = 5060 PSI

These tests were performed under the supervision of the above Professional Engineer. Signed and sealed copies will be provided on request following the last break(s) in accordance with Rule 21H, Chapter 471 of the Florida Statutes.

TODD N ZIMMERMAN LICENSE No. 46037 STATE OF FLORIDA PROFESSIONAL ENGINEER

PAGE ONE CONSULTANTS, INC.

Todd N. Zimmerman, P.E.
Principal Engineer
Florida Professional Engineer No. 46037

Distribution: Client - Wes Teel (2 Sealed)
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PAGE ONE CONSULTANTS, INCORPORATED

ENVIRONMENTAL AND GEOTECHNICAL MATERIAL TESTING AND INSPECTION CONSTRUCTION MANAGEMENT

COMPRESSIVE STRENGTH OF CONCRETE TEST SPECIMENS
(ASTM C 39)

Project Name: Vero Beach Municipal Airport

Client Name: Wilbur Smith Associates
3191 Maguire Blvd. Ste 200
Orlando Florida 32803

POC Project No.: 10054
Cylinder Set No.: 10-0811
Contractor: Paragon Electric

Location of Placement(s): Taxiway F-1 - Guidance Sign Pad

Location of Sample(s): STA 37+00, 162' Left of Survey BL

Set No. 1 **Of** 1 **Total Sets**

CONCRETE MIX DESIGN DATA (Supplied by Others)

SPECIFIED STRENGTH @ 28 DAYS (PSI)	SLUMP (Inches)	AIR CONTENT (%)	MIX DESIGNATION	MIX TYPE	SUPPLIER
3000	N/A	N/A	8808481	Transit	Tarmac

FIELD SAMPLING DATA

DATE SAMPLED	8/17/2010	TIME BATCHED	11:00 AM	SIZE OF LOAD (CY)	5
TIME SAMPLED	11:42 AM	TRUCK NO.	1478	CONCRETE TEMP (°F)	84
SAMPLED BY	SD	TICKET NO.	342197	SLUMP (IN.)	4.00
WEATHER	Clear	WATER ADDED (GAL)	N/A	AIR CONTENT (%)	N/A
AIR TEMP. (°F)	83	WATER AUTH. BY	N/A	WATER CEMENT RATIO	N/A

COMPRESSIVE STRENGTH DATA

SET ID	CYL ID	DATE REC'D	DATE TESTED	AGE (DAYS)	DIAMETER (IN.)	AREA (SQ IN.)	MAX LOAD (LBS.)	COMPRESSIVE STRENGTH (PSI)	FRACTURE TYPE	LAB TECH.
10-0811	A	8/18/2010	8/24/2010	7	4.050	12.88	45510	3530	3	DS
10-0811	B	8/18/2010	9/14/2010	28	4.050	12.88	64750	5030	3	DS
10-0811	C	8/18/2010	9/14/2010	28	4.050	12.88	60440	4690	3	DS
10-0811	D	8/18/2010	HOLD	H						

Fracture Types: 1 - Cone, 2 - Cone/Split, 3 - Cone/Shear, 4 - Shear, 5 - Columnar, 6 - Other

Concrete sampled to ASTM C-172. Cylinders molded to ASTM C-31 and lab cured/ tested to ASTM C-31 & ASTM C-39.

Grout Prisms are tested in accordance with ASTM C-1019, Cubes are tested in accordance with ASTM C-109.

7-day Break is 118% **of Specified**

28-day Average = 4860 PSI

These tests were performed under the supervision of the above Professional Engineer. Signed and sealed copies will be provided on request following the last break(s) in accordance with Rule 21H, Chapter 471 of the Florida Statutes.

TODD N. ZIMMERMAN LICENSE No 46037 STATE OF FLORIDA PROFESSIONAL ENGINEER

PAGE ONE CONSULTANTS, INC.

Todd N. Zimmerman, P.E.
Principal Engineer
Florida Professional Engineer No. 46037

Distribution: Client - Wes Teel (2 Sealed)
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ENVIRONMENTAL AND GEOTECHNICAL MATERIAL TESTING AND INSPECTION CONSTRUCTION MANAGEMENT

COMPRESSIVE STRENGTH OF CONCRETE TEST SPECIMENS
(ASTM C 39)

POC Project No.: 10054
Cylinder Set No.: 10-0819
Contractor: Paragon Electric

Project Name: Vero Beach Municipal Airport

Client Name: Wilbur Smith Associates
3191 Maguire Blvd. Ste 200
Orlando Florida 32803

Location of Placement(s): Relocated Guidance Light Sign at Taxiway F-1, Right Side and Taxiway F-2, Right Side

Location of Sample(s): Taxiway F-2, STA 26+30, 162' Right of Survey BL

Set No. 1 **Of** 1 **Total Sets**

CONCRETE MIX DESIGN DATA (Supplied by Others)

SPECIFIED STRENGTH @ 28 DAYS (PSI)	SLUMP (Inches)	AIR CONTENT (%)	MIX DESIGNATION	MIX TYPE	SUPPLIER
3000	N/A	N/A	8808481	Transit	Tarmac

FIELD SAMPLING DATA

DATE SAMPLED	8/24/2010	TIME BATCHED	8:07 AM	SIZE OF LOAD (CY)	5
TIME SAMPLED	9:00 AM	TRUCK NO.	1291	CONCRETE TEMP (°F)	81
SAMPLED BY	SD	TICKET NO.	342255	SLUMP (IN.)	3.00
WEATHER	Cloudy	WATER ADDED (GAL)	N/A	AIR CONTENT (%)	N/A
AIR TEMP. (°F)	83	WATER AUTH. BY	N/A	WATER CEMENT RATIO	N/A

COMPRESSIVE STRENGTH DATA

SET ID	CYL ID	DATE REC'D	DATE TESTED	AGE (DAYS)	DIAMETER (IN.)	AREA (SQ IN.)	MAX LOAD (LBS.)	COMPRESSIVE STRENGTH (PSI)	FRACTURE TYPE	LAB TECH
10-0819	A	8/25/2010	8/31/2010	7	4.050	12.88	50960	3960	3	DS
10-0819	B	8/25/2010	9/21/2010	28	4.050	12.88	61830	4800	3	DS
10-0819	C	8/25/2010	9/21/2010	28	4.050	12.88	62210	4830	3	DS
10-0819	D	8/25/2010	HOLD	H						

Fracture Types: 1 - Cone, 2 - Cone/Split, 3 - Cone/Shear, 4 - Shear, 5 - Columnar, 6 - Other
Concrete sampled to ASTM C-172. Cylinders molded to ASTM C-31 and lab cured/ tested to ASTM C-31 & ASTM C-39.
Grout Prisms are tested in accordance with ASTM C-1019, Cubes are tested in accordance with ASTM C-109.

7-day Break is 132% **of Specified** **28-day Average =** 4820 **PSI**

These tests were performed under the supervision of the above Professional Engineer. Signed and sealed copies will be provided on request following the last break(s) in accordance with Rule 21H, Chapter 471 of the Florida Statutes.

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9/28/10

Charles J. Sukanek, P.E.
Florida Professional Engineer No. 33905

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ENVIRONMENTAL AND GEOTECHNICAL MATERIAL TESTING AND INSPECTION CONSTRUCTION MANAGEMENT

COMPRESSIVE STRENGTH OF CONCRETE TEST SPECIMENS
(ASTM C 39)

POC Project No.: 10054
Cylinder Set No.: 10-0830
Contractor: Paragon Electric

Project Name: Vero Beach Municipal Airport

Client Name: Wilbur Smith Associates
3191 Maguire Blvd. Ste 200
Orlando Florida 32803

Location of Placement(s): Relocated Guidance Sign Pad

Location of Sample(s): Taxiway D at STA 218+00, 40' Right of CL

Set No. 1 **Of** 1 **Total Sets**

CONCRETE MIX DESIGN DATA (Supplied by Others)

SPECIFIED STRENGTH @ 28 DAYS (PSI)	SLUMP (Inches)	AIR CONTENT (%)	MIX DESIGNATION	MIX TYPE	SUPPLIER
3000	N/A	N/A	8808481	Class I	Tarmac

FIELD SAMPLING DATA

DATE SAMPLED	8/31/2010	TIME BATCHED	8:56 AM	SIZE OF LOAD (CY)	6
TIME SAMPLED	10:15 AM	TRUCK NO	1288	CONCRETE TEMP (°F)	81
SAMPLED BY	SD	TICKET NO	342298	SLUMP (IN)	3.00
WEATHER	Clear	WATER ADDED (GAL)	N/A	AIR CONTENT (%)	N/A
AIR TEMP (°F)	85	WATER AUTH BY	N/A	WATER CEMENT RATIO	N/A

COMPRESSIVE STRENGTH DATA

SET ID	CYL ID	DATE REC'D	DATE TESTED	AGE (DAYS)	DIAMETER (IN)	AREA (SQ IN)	MAX LOAD (LBS)	COMPRESSIVE STRENGTH (PSI)	FRACTURE TYPE	LAB TECH
10-0830	A	9/1/2010	9/7/2010	7	4.040	12.82	55070	4300	3	DS
10-0830	B	9/1/2010	9/28/2010	28	4.050	12.88	73460	5700	3	DS
10-0830	C	9/1/2010	9/28/2010	28	4.040	12.82	70810	5520	3	DS
10-0830	D	9/1/2010	HOLD	H						

Fracture Types: 1 - Cone, 2 - Cone/Split, 3 - Cone/Shear, 4 - Shear, 5 - Columnar, 6 - Other

Concrete sampled to ASTM C-172. Cylinders molded to ASTM C-31 and lab cured/ tested to ASTM C-31 & ASTM C-39.

Grout Prisms are tested in accordance with ASTM C-1019, Cubes are tested in accordance with ASTM C-109.

7-day Break is 143% **of Specified** **28-day Average =** 5610 **PSI**

These tests were performed under the supervision of the above Professional Engineer. Signed and sealed copies will be provided on request following the last break(s) in accordance with Rule 21H, Chapter 471 of the Florida Statutes.

PAGE ONE CONSULTANTS, INC.

Charles J. Sukanek 7/27/10

Charles J. Sukanek, P.E.
Florida Professional Engineer No. 33905

Distribution: Client - Wes Teel (2 Sealed)
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5780 Hoffner Avenue, Suite 401 Orlando, Florida 32822 (407) 275-5120 Fax: (407) 275-5268 DBE/WBE Certified

PAGE ONE CONSULTANTS, INCORPORATED

ENVIRONMENTAL AND GEOTECHNICAL MATERIAL TESTING AND INSPECTION CONSTRUCTION MANAGEMENT

COMPRESSIVE STRENGTH OF CONCRETE TEST SPECIMENS
(ASTM C 39)

Project Name: Vero Beach Municipal Airport

Client Name: Wilbur Smith Associates
3191 Maguire Blvd. Ste 200
Orlando Florida 32803

POC Project No.: 10054
Cylinder Set No.: 10-0861
Contractor: Paragon Electric

Location of Placement(s): Taxiway F-2, From J Plaza to Can

Location of Sample(s): STA 226+70, 40' Left of CL

Set No. 1 **Of** 1 **Total Sets**

CONCRETE MIX DESIGN DATA (Supplied by Others)

SPECIFIED STRENGTH @ 28 DAYS (PSI)	SLUMP (Inches)	AIR CONTENT (%)	MIX DESIGNATION	MIX TYPE	SUPPLIER
3000	N/A	N/A	8808481	Class I	Tarmac

FIELD SAMPLING DATA

DATE SAMPLED	9/21/2010	TIME BATCHED	9:28 AM	SIZE OF LOAD (CY)	7
TIME SAMPLED	10:37 AM	TRUCK NO.	1614	CONCRETE TEMP (°F)	81
SAMPLED BY	SD	TICKET NO.	342436	SLUMP (IN.)	2.50
WEATHER	Clear	WATER ADDED (GAL)	N/A	AIR CONTENT (%)	N/A
AIR TEMP. (°F)	85	WATER AUTH. BY	N/A	WATER CEMENT RATIO	N/A

COMPRESSIVE STRENGTH DATA

SET ID	CYL ID	DATE REC'D	DATE TESTED	AGE (DAYS)	DIAMETER (IN.)	AREA (SQ IN.)	MAX LOAD (LBS.)	COMPRESSIVE STRENGTH (PSI)	FRACTURE TYPE	LAB TECH.
10-0861	A	9/22/2010	9/28/2010	7	4.030	12.76	56200	4410	3	DS
10-0861	B	9/22/2010	10/19/2010	28						
10-0861	C	9/22/2010	10/19/2010	28						
10-0861	D	9/22/2010	HOLD	H						

Fracture Types: 1 - Cone, 2 - Cone/Split, 3 - Cone/Shear, 4 - Shear, 5 - Columnar, 6 - Other
Concrete sampled to ASTM C-172. Cylinders molded to ASTM C-31 and lab cured/ tested to ASTM C-31 & ASTM C-39.
Grout Prisms are tested in accordance with ASTM C-1019, Cubes are tested in accordance with ASTM C-109.

7-day Break is 147% **of Specified**

These tests were performed under the supervision of the above Professional Engineer. Signed and sealed copies will be provided on request following the last break(s) in accordance with Rule 21H, Chapter 471 of the Florida Statutes.

PAGE ONE CONSULTANTS, INC.

Distribution: Client - Wes Teel (2 Sealed)
Billing File (1 Copy)

Charles J. Sukanek, P.E.
Florida Professional Engineer No. 33905

CJS 9/09/10

Appendix B

Ranger Construction Industries Final Pay Application (Construction)

TO OWNER:

City of Vero Beach
P. O. Box 1389
Vero Beach, FL 32961

FROM CONTRACTOR:

Ranger Construction Industries, Inc.
101 Sansbury's Way
West Palm Beach, FL 33411

CONTRACT FOR:

PROJECT:

Rehabilitate Runway 11L-29R
Including Taxiway F and Connectors & Lighting

APPLICATION NO: *8 & FINAL*

PERIOD TO: *1/21/2011*
2/1/2011

PROJECT NOS: *440-09/CSS* *416303-1-94-01*

CONTRACT DATE: *05/06/10*

Distribution to:

	OWNER
	ARCHITECT
	CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM		$ 1,938,527.82
2. Net change by Change Orders		$ 464,934.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 2,403,461.82
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 2,385,969.61
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$ RELEASED	
b. 10 % of Stored Material (Column F on G703)	$ -	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 2,385,969.61
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 2,147,372.65
8. CURRENT PAYMENT DUE		$ 238,596.96
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 17,492.21

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 464,934.00	$ -
Total approved this Month	$ -	$ -
TOTALS	$ 464,934.00	$ -
NET CHANGES by Change Order	$ 464,934.00	

CONTRACTOR: RANGER CONSTRUCTION INDUSTRIES, INC.

By: [signature] Date: 4/12/11

State of: Florida County of: St. Lucie
Subscribed and sworn to before me this
Notary Public:
My Commission expires:
Personally known by me.

Notary Public State of Florida
Dienne Lynn Beasley
My Commission DD713298
Expires 10/23/2011

~~ARCHITECT'S~~ OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the ~~Architect~~ Owner certifies ~~to the Owner~~ that to the best of the ~~Architect's~~ Owner's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 238,596.96

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

~~ARCHITECT~~ OWNER'S REPRESENTATIVE:

By: [signature] Date: 4/18/2011

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATION FOR PAYMENT • 1992 EDITION • AIA • ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Initial

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

AIA D...NT G7..

APPLICATION NO: 8 & FINAL
APPLICATION DATE: 2/11/2011
PERIOD TO: 2/1/2011
ARCHITECT'S PROJECT NO:116303-1-94-01

	A ITEM NO.	B DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	C SCHEDULED VALUE	PREVIOUS QUANTITIES	CURRENT QUANTITIES	QUANTITIES TO DATE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
BID SCHEDULE A - CIVIL																
1	P-101-1	Mobilization	1.00	LS	$ 88,400.00	$ 88,400.00	1.00		1.00	$ 88,400.00	$ -	$ -	$ 88,400.00	100.00%	$ -	RELEASED
2	P-104-1	Erosion Control & Pollution Abatement	1.00	LS	$ 4,060.00	$ 4,060.00	1.00		1.00	$ 4,060.00	$ -	$ -	$ 4,060.00	100.00%	$ -	RELEASED
3	P-152-1	Unclassified Excavation	3,947.00	SY	$ 1.30	$ 5,131.10	3,947.00		3,947.00	$ 5,131.10	$ -	$ -	$ 5,131.10	100.00%	$ -	RELEASED
4	P-152-2	Embankment In-Place	3,563.00	SY	$ 1.45	$ 5,166.35	3,563.00		3,563.00	$ 5,166.35	$ -	$ -	$ 5,166.35	100.00%	$ -	RELEASED
5	P-157-1	Pavement Removal	3,563.00	SY	$ 0.70	$ 2,494.10	7,313.00		7,313.00	$ 5,119.10	$ -	$ -	$ 5,119.10	205.25%	$ (2,625.00)	RELEASED
6	P-210-1	Cold In-Place Recycled Bituminous Base Course (6")	41,000.00	SY	$ 3.25	$ 133,250.00	41,000.00		41,000.00	$ 133,250.00	$ -	$ -	$ 133,250.00	100.00%	$ -	RELEASED
7	P-210-2	Emulsified Asphalt	62,000.00	GAL	$ 2.33	$ 191,060.00	81,990.64		81,990.64	$ 191,038.19	$ -	$ -	$ 191,038.19	99.99%	$ 21.81	RELEASED
8	P-211-1	Limerock Base Course - 6" Thick	3,947.00	SY	$ 6.75	$ 26,642.25	4,117.00		4,117.00	$ 27,789.75	$ -	$ -	$ 27,789.75	104.31%	$ (1,147.50)	RELEASED
9	P-401-1	Bituminous Surface Course (2")	6,110.00	TN	$ 88.20	$ 538,902.00	6,087.36		6,087.36	$ 536,905.15	$ -	$ -	$ 536,905.15	99.63%	$ 1,996.85	RELEASED
10	P-620-1	Runway and Taxiway Painting - With Reflective Media	12,250.00	SF	$ 0.30	$ 3,675.00	12,250.00		12,250.00	$ 3,675.00	$ -	$ -	$ 3,675.00	100.00%	$ -	RELEASED
11	P-620-2	Black Runway and Taxiway Painting - Without Reflective Media	15,600.00	SF	$ 0.25	$ 3,900.00	15,600.00		15,600.00	$ 3,900.00	$ -	$ -	$ 3,900.00	100.00%	$ -	RELEASED
12	P-626-1	Slurry Seal (Crack Relief, 3/4")	12,125.00	SY	$ 3.85	$ 46,681.25	11,450.00		11,450.00	$ 44,082.50	$ -	$ -	$ 44,082.50	94.43%	$ 2,598.75	RELEASED
13	D-701-1	23"x14" ERCP, Class V, Under Pavement	48.00	LF	$ 41.70	$ 2,001.60	48.00		48.00	$ 2,001.60	$ -	$ -	$ 2,001.60	100.00%	$ -	RELEASED
14	D-701-2	24" RCP, Class V, Under Pavement	88.00	LF	$ 59.05	$ 5,196.40	88.00		88.00	$ 5,196.40	$ -	$ -	$ 5,196.40	100.00%	$ -	RELEASED
15	D-701-3	30" RCP, Class V, Under Pavement	104.00	LF	$ 73.85	$ 7,680.40	104.00		104.00	$ 7,680.40	$ -	$ -	$ 7,680.40	100.00%	$ -	RELEASED
16	D-701-4	42" RCP, Double Pipe, Class V, Under Pavement	256.00	LF	$ 133.00	$ 34,048.00	256.00		256.00	$ 34,048.00	$ -	$ -	$ 34,048.00	100.00%	$ -	RELEASED
17	D-701-5	48" RCP, Class V, Under Pavement	88.00	LF	$ 161.00	$ 14,168.00	88.00		88.00	$ 14,168.00	$ -	$ -	$ 14,168.00	100.00%	$ -	RELEASED
18	D-701-6	Remove Existing 23"x14" ERCP, Under Pavement	48.00	LF	$ 20.20	$ 969.60	48.00		48.00	$ 969.60	$ -	$ -	$ 969.60	100.00%	$ -	RELEASED
19	D-701-7	Remove Existing 24" RCP, Under Pavement	88.00	LF	$ 20.20	$ 1,777.60	88.00		88.00	$ 1,777.60	$ -	$ -	$ 1,777.60	100.00%	$ -	RELEASED
20	D-701-8	Remove Existing 30" RCP, Under Pavement	104.00	LF	$ 20.20	$ 2,100.80	104.00		104.00	$ 2,100.80	$ -	$ -	$ 2,100.80	100.00%	$ -	RELEASED
21	D-701-9	Remove Existing 42" RCP, Double Pipe, Under Pavement	256.00	LF	$ 20.20	$ 5,171.20	256.00		256.00	$ 5,171.20	$ -	$ -	$ 5,171.20	100.00%	$ -	RELEASED
22	D-701-10	Remove Existing 48" RCP, Under Pavement	88.00	LF	$ 20.20	$ 1,777.60	88.00		88.00	$ 1,777.60	$ -	$ -	$ 1,777.60	100.00%	$ -	RELEASED
23	T-904-1	Sodding	22,000.00	SY	$ 1.45	$ 31,900.00	22,000.00		22,000.00	$ 31,900.00	$ -	$ -	$ 31,900.00	100.00%	$ -	RELEASED
	SUBTOTAL BID SCHEDULE A - CIVIL					$ 1,156,153.25				$ 1,155,308.34	$ -	$ -	$ 1,155,308.34	99.93%	$ 844.91	$ -
ADDITIVE ALTERNATE A-1 - CIVIL																
1	P-101-1	Mobilization	1.00	LS	$ 2,510.00	$ 2,510.00	1.00		1.00	$ 2,510.00	$ -	$ -	$ 2,510.00	100.00%	$ -	RELEASED
2	D-701-11	23"x14" ECRP, Class V, In Turf	120.00	LF	$ 42.75	$ 5,130.00	120.00		120.00	$ 5,130.00	$ -	$ -	$ 5,130.00	100.00%	$ -	RELEASED
3	D-701-12	24" RCP, Class V, In Turf	216.00	LF	$ 54.60	$ 11,793.60	216.00		216.00	$ 11,793.60	$ -	$ -	$ 11,793.60	100.00%	$ -	RELEASED
4	D-701-13	30" RCP, Class V, In Turf	280.00	LF	$ 67.45	$ 18,886.00	280.00		280.00	$ 18,886.00	$ -	$ -	$ 18,886.00	100.00%	$ -	RELEASED
5	D-701-14	36" RCP, Class V, In Turf	96.00	LF	$ 88.45	$ 8,491.20	96.00		96.00	$ 8,491.20	$ -	$ -	$ 8,491.20	100.00%	$ -	RELEASED
6	D-701-15	42" RCP, Double Pipe, Class V, In Turf	392.00	LF	$ 107.00	$ 41,944.00	392.00		392.00	$ 41,944.00	$ -	$ -	$ 41,944.00	100.00%	$ -	RELEASED
7	D-701-16	48" RCP, Class V, In Turf	144.00	LF	$ 127.00	$ 18,288.00	144.00		144.00	$ 18,288.00	$ -	$ -	$ 18,288.00	100.00%	$ -	RELEASED
8	D-701-17	Remove Existing 23"x14" ERCP, In Turf	120.00	LF	$ 15.20	$ 1,824.00	120.00		120.00	$ 1,824.00	$ -	$ -	$ 1,824.00	100.00%	$ -	RELEASED
9	D-701-18	Remove Existing 24" RCP, In Turf	216.00	LF	$ 15.20	$ 3,283.20	216.00		216.00	$ 3,283.20	$ -	$ -	$ 3,283.20	100.00%	$ -	RELEASED
10	D-701-19	Remove Existing 30" RCP, In Turf	280.00	LF	$ 15.20	$ 4,256.00	280.00		280.00	$ 4,256.00	$ -	$ -	$ 4,256.00	100.00%	$ -	RELEASED
11	D-701-20	Remove Existing 42" RCP, Double Pipe, In Turf	392.00	LF	$ 15.20	$ 5,958.40	392.00		392.00	$ 5,958.40	$ -	$ -	$ 5,958.40	100.00%	$ -	RELEASED
12	D-701-21	Remove Existing 48" RCP, In Turf	144.00	LF	$ 15.20	$ 2,188.80	144.00		144.00	$ 2,188.80	$ -	$ -	$ 2,188.80	100.00%	$ -	RELEASED
13	D-751-1	Ditch Bottom Inlet Type C	2.00	EA	$ 1,660.00	$ 3,320.00	2.00		2.00	$ 3,320.00	$ -	$ -	$ 3,320.00	100.00%	$ -	RELEASED
14	D-751-2	Ditch Bottom Inlet Type D	2.00	EA	$ 2,040.00	$ 4,080.00	2.00		2.00	$ 4,080.00	$ -	$ -	$ 4,080.00	100.00%	$ -	RELEASED
15	D-751-3	Ditch Bottom Inlet Type H	2.00	EA	$ 4,040.00	$ 8,080.00	2.00		2.00	$ 8,080.00	$ -	$ -	$ 8,080.00	100.00%	$ -	RELEASED
16	D-751-4	Remove Existing Inlet Structure (S-1)	1.00	EA	$ 400.00	$ 400.00	1.00		1.00	$ 400.00	$ -	$ -	$ 400.00	100.00%	$ -	RELEASED
17	D-751-5	Remove Existing Inlet Structure (S-2)	1.00	EA	$ 377.00	$ 377.00	1.00		1.00	$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -	RELEASED
18	D-751-6	Remove Existing Inlet Structure (S-3)	1.00	EA	$ 377.00	$ 377.00	1.00		1.00	$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -	RELEASED
19	D-751-7	Remove Existing Inlet Structure (S-4)	1.00	EA	$ 377.00	$ 377.00	1.00		1.00	$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -	RELEASED
20	D-751-8	Remove Existing Inlet Structure (S-6)	1.00	EA	$ 377.00	$ 377.00	1.00		1.00	$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -	RELEASED
21	D-751-9	Remove Existing Inlet Structure (S-7)	1.00	EA	$ 377.00	$ 377.00	1.00		1.00	$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -	RELEASED
22	D-752-1	Concrete Endwall, 24" RCP	1.00	EA	$ 1,410.00	$ 1,410.00	1.00		1.00	$ 1,410.00	$ -	$ -	$ 1,410.00	100.00%	$ -	RELEASED
23	D-752-2	Concrete Endwall, 36" RCP	1.00	EA	$ 3,980.00	$ 3,980.00	1.00		1.00	$ 3,980.00	$ -	$ -	$ 3,980.00	100.00%	$ -	RELEASED
24	D-752-3	Concrete Endwall, 42" RCP, Double Pipe	1.00	EA	$ 6,170.00	$ 6,170.00	1.00		1.00	$ 6,170.00	$ -	$ -	$ 6,170.00	100.00%	$ -	RELEASED
25	D-752-4	Connect to Existing Concrete Endwall, 42" RCP, Double Pipe	1.00	EA	$ 1,640.00	$ 1,640.00	0.00		0.00	$ -	$ -	$ -	$ -	0.00%	$ 1,640.00	RELEASED
26	D-752-5	Remove Existing Concrete Endwall Structure (S-5)	1.00	EA	$ 377.00	$ 377.00	1.00		1.00	$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -	RELEASED

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APPLICATION NO: 8 & FINAL
APPLICATION DATE: 2/11/2011
PERIOD TO: 2/1/2011
ARCHITECT'S PROJECT NO: 116303-1-94-01

	A ITEM NO.	B DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	C SCHEDULED VALUE	PREVIOUS QUANTITIES	CURRENT QUANTITIES	QUANTITIES TO DATE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
27	D-752-8	Remove Existing Concrete Endwall Structure (S-8)	1.00	EA	$ 377.00	$ 377.00	1.00		1.00	$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -	RELEASED
28	D-752-7	Remove Existing Concrete Endwall Structure (S-9)	1.00	EA	$ 377.00	$ 377.00	1.00		1.00	$ 377.00	$ -	$ -	$ 377.00	100.00%	$ -	RELEASED
	SUBTOTAL ADDITIVE ALTERNATE A-1 - CIVIL					$ 156,649.20				$ 155,009.20	$ -	$ -	$ 155,009.20	98.95%	$ 1,640.00	$ -
ADDITIVE ALTERNATE A-3 - CIVIL																
1	P-101-1	Mobilization	1.00	LS	$ 0.01	$ 0.01	1.00		1.00	$ 0.01	$ -	$ -	$ 0.01	100.00%	$ -	RELEASED
2	FDOT-160-1	Type B Stabilization (LBR 40) - Offsite Material Source	24,300.00	SY	$ 2.30	$ 55,890.00	24,300.00		24,300.00	$ 55,890.00	$ -	$ -	$ 55,890.00	100.00%	$ -	RELEASED
3	T-904-1	Sodding	24,300.00	SY	$ 0.95	$ 23,085.00	37,750.00		37,750.00	$ 35,862.50	$ -	$ -	$ 35,862.50	155.35%	$(12,777.50)	RELEASED
	SUBTOTAL ADDITIVE ALTERNATE A-3 - CIVIL					$ 78,975.01				$ 91,752.51	$ -	$ -	$ 91,752.51	116.18%	$(12,777.50)	$ -
ADDITIVE ALTERNATE A-4 - CIVIL																
1	P-101-1	Mobilization	1.00	LS	$ 0.01	$ 0.01	1.00		1.00	$ 0.01	$ -	$ -	$ 0.01	100.00%	$ -	RELEASED
2	P-620-1	Runway and Taxiway Painting - With Reflective Media (Runway 11R-29L)	68,000.00	SF	$ 0.20	$ 13,600.00	68,000.00		68,000.00	$ 13,600.00	$ -	$ -	$ 13,600.00	100.00%	$ -	RELEASED
	SUBTOTAL ADDITIVE ALTERNATE A-4 - CIVIL					$ 13,600.01				$ 13,600.01	$ -	$ -	$ 13,600.01	100.00%	$ -	$ -
BID SCHEDULE B - ELECTRICAL																
1	P-101-1	Mobilization	1.00	LS	$ 3,010.00	$ 3,010.00	1.00		1.00	$ 3,010.00	$ -	$ -	$ 3,010.00	100.00%	$ -	RELEASED
2	L-108-1	Hand Excavate Minimum 8" Wide x 28" Deep In Earth	500.00	LF	$ 3.85	$ 1,925.00	470.00		470.00	$ 1,809.50	$ -	$ -	$ 1,809.50	94.00%	$ 115.50	RELEASED
3	L-108-2	Hand Excavate Minimum 18" Wide x 36" Deep In Earth	500.00	LF	$ 6.90	$ 3,450.00	440.00		440.00	$ 3,036.00	$ -	$ -	$ 3,036.00	88.00%	$ 414.00	RELEASED
4	L-108-3	Saw Cut and Hand Excavate Minimum 8" Wide x 28" Deep In Existing Full Strength Pavement	250.00	LF	$ 42.80	$ 10,700.00	150.00		150.00	$ 6,420.00	$ -	$ -	$ 6,420.00	60.00%	$ 4,280.00	RELEASED
5	L-108-4	Saw Cut and Hand Excavate 18" Wide x 36" Deep In Existing Full Strength Pavement	250.00	LF	$ 43.85	$ 10,962.50	232.00		232.00	$ 10,173.20	$ -	$ -	$ 10,173.20	92.80%	$ 789.30	RELEASED
6	L-108-5	3/4" x 20' Ground Rods Connected to Counterpoise at 500'	68.00	EA	$ 68.15	$ 4,634.20	68.00		68.00	$ 4,634.20	$ -	$ -	$ 4,634.20	100.00%	$ -	RELEASED
7	L-108-6	10' Additional Ground Rod Sections	5.00	EA	$ 42.10	$ 210.50	0.00		0.00	$ -	$ -	$ -	$ -	0.00%	$ 210.50	RELEASED
8	L-108-7	#6 Bare AWG Counterpoise Conductor Installed In Trench Not Parallel to Edge of Pavement	8,900.00	LF	$ 0.55	$ 4,895.00	8,583.00		8,583.00	$ 4,709.65	$ -	$ -	$ 4,709.65	96.21%	$ 185.35	RELEASED
9	L-108-8	#6 Bare AWG Solid Counterpoise Conductor Installed In Counterpoise Trench Parallel to Edge of Pavement	15,200.00	LF	$ 1.30	$ 19,760.00	14,050.00		14,050.00	$ 18,265.00	$ -	$ -	$ 18,265.00	92.43%	$ 1,495.00	RELEASED
10	L-108-9	#8, 5KV, L-824 Conductor Installed In New and Existing Conduit / Ductbank / Manhole System	27,500.00	LF	$ 0.70	$ 19,250.00	18,651.00		18,651.00	$ 13,055.70	$ -	$ -	$ 13,055.70	67.82%	$ 6,194.30	RELEASED
11	L-108-10	#4, 5KV, L-824 Conductor Installed In New and Existing Conduit / Ductbank / Manhole System	14,000.00	LF	$ 1.40	$ 19,600.00	14,000.00		14,000.00	$ 19,600.00	$ -	$ -	$ 19,600.00	100.00%	$ -	RELEASED
12	L-108-11	#4EG, 600V, XHHW, Green Equipment Ground Installed In New and Existing Conduit / Ductbank / Manhole System	7,200.00	LF	$ 0.95	$ 6,840.00	7,200.00		7,200.00	$ 6,840.00	$ -	$ -	$ 6,840.00	100.00%	$ -	RELEASED
13	L-109-1	Modify Existing Airfield Electrical Vault Electrical Distribution System, Complete	1.00	LS	$ 4,990.00	$ 4,990.00	1.00		1.00	$ 4,990.00	$ -	$ -	$ 4,990.00	100.00%	$ -	RELEASED
14	L-110-1	1-2" Schedule 40 PVC Conduit Direct Buried In Earth Complete In Place	24,500.00	LF	$ 2.20	$ 53,900.00	23,980.00		23,980.00	$ 52,756.00	$ -	$ -	$ 52,756.00	97.88%	$ 1,144.00	RELEASED
15	L-110-2	1-2" Schedule 40 PVC Conduit Installed In Existing Full Strength Pavement Complete In Place	100.00	LF	$ 13.05	$ 1,305.00	100.00		100.00	$ 1,305.00	$ -	$ -	$ 1,305.00	100.00%	$ -	RELEASED
16	L-110-3	1-2" Schedule 40 PVC Conduit Directional Bored 36" Deep Beneath Existing Full Strength and Shoulder Pavements	2,250.00	LF	$ 10.20	$ 22,950.00	1,280.00		1,280.00	$ 13,056.00	$ -	$ -	$ 13,056.00	56.89%	$ 9,894.00	RELEASED
17	L-110-4	1-4" Schedule 40 PVC Conduit Installed In New Full Strength Pavement Complete In Place	450.00	LF	$ 14.05	$ 6,322.50	114.00		114.00	$ 1,601.70	$ -	$ -	$ 1,601.70	25.33%	$ 4,720.80	RELEASED
18	L-110-5	Hand Excavate and Concrete Encase Existing 2W4" Ductbank, Complete	150.00	LF	$ 41.45	$ 6,217.50	150.00		150.00	$ 6,217.50	$ -	$ -	$ 6,217.50	100.00%	$ -	RELEASED
19	L-110-6	Intercept Existing Conduit System and Connect to New Conduit System and Extend Circuit	27.00	EA	$ 49.10	$ 1,325.70	14.00		14.00	$ 687.40	$ -	$ -	$ 687.40	51.85%	$ 638.30	RELEASED
20	L-110-7	Intercept Existing 2W4" Ductbank System and Connect to New Conduit Systems and Extend Circuit	8.00	EA	$ 898.00	$ 7,184.00	10.00		10.00	$ 8,980.00	$ -	$ -	$ 8,980.00	125.00%	$ (1,796.00)	RELEASED

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AIA DOCUMENT G703

APPLICATION NO: 8 & FINAL
APPLICATION DATE: 2/11/2011
PERIOD TO: 2/1/2011
ARCHITECT'S PROJECT NO: 116303-1-94-01

	A	B				C				D	E	F	G		H	I
	ITEM NO.	DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITIES	CURRENT QUANTITIES	QUANTITIES TO DATE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
21	L-125-1	Intercept Existing Light Base Can In Earth / Existing Pavement, Connect to Conduit System and Extend Circuit	6.00	EA	$ 207.00	$ 1,242.00	6.00		6.00	$ 1,242.00	$ -	$ -	$ 1,242.00	100.00%	$ -	RELEASED
22	L-125-2	Intercept Existing Circuit Conductors In Existing Base Can / Manhole / Junction Can and Extend Circuits	20.00	EA	$ 182.00	$ 3,640.00	11.00		11.00	$ 2,002.00	$ -	$ -	$ 2,002.00	55.00%	$ 1,638.00	RELEASED
23	L-125-3	Intercept Existing Sign Pad In Earth / Existing Pavement, Connect to Conduit System and Extend Circuit	12.00	EA	$ 812.00	$ 9,744.00	14.00		14.00	$ 11,368.00	$ -	$ -	$ 11,368.00	116.67%	$ (1,624.00)	RELEASED
24	L-125-4	Core Drill Existing Manhole In Earth and Connect to Conduit System and Extend Circuit	2.00	EA	$ 289.00	$ 578.00	2.00		2.00	$ 578.00	$ -	$ -	$ 578.00	100.00%	$ -	RELEASED
25	L-125-5	Clean and Re-Rack Existing Manhole	2.00	EA	$ 264.00	$ 528.00	2.00		2.00	$ 528.00	$ -	$ -	$ 528.00	100.00%	$ -	RELEASED
26	L-125-6	L-867 16" Diameter x 24" Deep Junction Can With Cover Installed In Earth / Rock	5.00	EA	$ 758.00	$ 3,790.00	4.00		4.00	$ 3,032.00	$ -	$ -	$ 3,032.00	80.00%	$ 758.00	RELEASED
27	L-125-7	New 2 Can Bottomless Junction Can Plaza In Earth / Rock	14.00	EA	$ 2,420.00	$ 33,880.00	14.00		14.00	$ 33,880.00	$ -	$ -	$ 33,880.00	100.00%	$ -	RELEASED
28	L-125-8	New L-861 Runway MIRL Elevated Edge Light and Base Can In Earth / Rock	34.00	EA	$ 753.00	$ 25,602.00	34.00		34.00	$ 25,602.00	$ -	$ -	$ 25,602.00	100.00%	$ -	RELEASED
29	L-125-9	New L-861E Runway MIRL Elevated Threshold Light and Base Can In Earth / Rock	16.00	EA	$ 782.00	$ 12,512.00	16.00		16.00	$ 12,512.00	$ -	$ -	$ 12,512.00	100.00%	$ -	RELEASED
30	L-125-10	Relocated Taxiway Elevated Edge Light and Base Can In Earth / Rock	130.00	EA	$ 419.00	$ 54,470.00	130.00		130.00	$ 54,470.00	$ -	$ -	$ 54,470.00	100.00%	$ -	RELEASED
31	L-125-11	Provide and Install 2 Box PAPI 11L System, Complete	1.00	LS	$ 16,600.00	$ 16,600.00	1.00		1.00	$ 16,600.00	$ -	$ -	$ 16,600.00	100.00%	$ -	RELEASED
32	L-125-12	Provide and Install New PAPI 29R Power Pedestal, Complete	1.00	LS	$ 5,150.00	$ 5,150.00	1.00		1.00	$ 5,150.00	$ -	$ -	$ 5,150.00	100.00%	$ -	RELEASED
33	L-125-13	Modify Existing Windcone Electrical Service, Complete	2.00	EA	$ 437.00	$ 874.00	2.00		2.00	$ 874.00	$ -	$ -	$ 874.00	100.00%	$ -	RELEASED
34	L-125-14	Removal of Existing Junction Can / Light Base Can In Earth, Complete	12.00	EA	$ 140.00	$ 1,680.00	12.00		12.00	$ 1,680.00	$ -	$ -	$ 1,680.00	100.00%	$ -	RELEASED
35	L-125-15	Removal of Existing Runway Stake Mounted Edge / Threshold Light In Earth, Complete	49.00	EA	$ 19.05	$ 933.45	49.00		49.00	$ 933.45	$ -	$ -	$ 933.45	100.00%	$ -	RELEASED
36	L-125-16	Removal of Existing Guidance Sign and Concrete Base, Complete	3.00	EA	$ 770.00	$ 2,310.00	7.00		7.00	$ 5,390.00	$ -	$ -	$ 5,390.00	233.33%	$ (3,080.00)	RELEASED
37	L-125-17	Re-Panel Existing Size 2, 3 Module L-858 Guidance Sign	1.00	EA	$ 1,680.00	$ 1,680.00	1.00		1.00	$ 1,680.00	$ -	$ -	$ 1,680.00	100.00%	$ -	RELEASED
38	L-125-18	Relocate Existing Size 2, 1 Module Guidance Sign with New Concrete Base In Earth / Rock	2.00	EA	$ 2,090.00	$ 4,180.00	2.00		2.00	$ 4,180.00	$ -	$ -	$ 4,180.00	100.00%	$ -	RELEASED
39	L-125-19	Relocate Existing Size 2, 2 Module Guidance Sign With New Concrete Base In Earth / Rock	1.00	EA	$ 2,280.00	$ 2,280.00	1.00		1.00	$ 2,280.00	$ -	$ -	$ 2,280.00	100.00%	$ -	RELEASED
40	L-125-20	Relocate Existing Size 2, 3 Module Guidance Sign With New Concrete Base In Earth / Rock	6.00	EA	$ 2,410.00	$ 14,460.00	6.00		6.00	$ 14,460.00	$ -	$ -	$ 14,460.00	100.00%	$ -	RELEASED
41	L-125-21	Removal of Existing PAPI 11L and Power and Control Pedestal In Earth / Rock	1.00	EA	$ 437.00	$ 437.00	1.00		1.00	$ 437.00	$ -	$ -	$ 437.00	100.00%	$ -	RELEASED
42	L-125-22	Identification of Cables, Ductbanks, Lighting Fixtures and Signs Per FAA Specifications	1.00	LS	$ 3,990.00	$ 3,990.00	1.00		1.00	$ 3,990.00	$ -	$ -	$ 3,990.00	100.00%	$ -	RELEASED
43	L-125-23	Temporary Wiring to Maintain Existing Systems In Operation or To Bypass Segments of Existing Systems	1.00	LS	$ 1,010.00	$ 1,010.00	1.00		1.00	$ 1,010.00	$ -	$ -	$ 1,010.00	100.00%	$ -	RELEASED
44	L-125-24	New L-861 LED Taxiway Elevated Edge Light and Base Can In Earth / Rock	4.00	EA	$ 901.00	$ 3,604.00	2.00		2.00	$ 1,802.00	$ -	$ -	$ 1,802.00	50.00%	$ 1,802.00	RELEASED
	SUBTOTAL BID SCHEDULE B - ELECTRICAL					$ 414,506.35				$ 386,827.30	$ -	$ -	$ 386,827.30	93.30%	$ 27,779.05	$ -
ADDITIVE ALTERNATE B-1 - ELECTRICAL																
1	L-125-25	New L-861 LED Taxiway Elevated Edge Light Installed On Relocated or Existing Base Can	180.00	EA	$ 386.00	$ 69,480.00	180.00		180.00	$ 69,480.00	$ -	$ -	$ 69,480.00	100.00%	$ -	RELEASED
	SUBTOTAL ADDITIVE ALTERNATE B-1 - ELECTRICAL					$ 69,480.00				$ 69,480.00	$ -	$ -	$ 69,480.00	100.00%	$ -	$ -
ADDITIVE ALTERNATE B-2 - ELECTRICAL																

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ARCHITECT'S PROJECT NO:116303-1-94-01

	A ITEM NO.	B DESCRIPTION OF WORK	PLAN QUANTITIES	UNITS	UNIT PRICE	C SCHEDULED VALUE	PREVIOUS QUANTITIES	CURRENT QUANTITIES	QUANTITIES TO DATE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	L-125-25	Replace Existing With New Airfield Lighting Control and Monitoring System, Complete	1.00	AL	$ 49,064.00	$ 49,064.00	1.00		1.00	$ 49,064.00	$ -	$ -	$ 49,064.00	100.00%	$ -	RELEASED
	SUBTOTAL ADDITIVE ALTERNATE B-2 - ELECTRICAL					$ 49,064.00				$ 49,064.00	$ -	$ -	$ 49,064.00	100.00%	$ -	$ -
		CHANGE ORDER #1														
		Runway Closure Markers	2.00	EA	$ 18,568.00	$ 37,136.00	2.00		2.00	$ 37,136.00	$ -	$ -	$ 37,136.00	100.00%	$ -	RELEASED
	SUBTOTAL CHANGE ORDER #1					$ 37,136.00				$ 37,136.00			$ 37,136.00	100.00%	$ -	$ -
		CHANGE ORDER #2														
		RCI CO #2														
		D-751-1	2.00	EA	$ 1,660.00	$ 3,320.00	2.00		2.00	$ 3,320.00	$ -	$ -	$ 3,320.00	100.00%	$ -	RELEASED
		D-751-7	2.00	EA	$ 377.00	$ 754.00	2.00		2.00	$ 754.00	$ -	$ -	$ 754.00	100.00%	$ -	RELEASED
		Mobilization/Dump Truck	1.00	LS	$ 2,088.00	$ 2,088.00	1.00		1.00	$ 2,088.00	$ -	$ -	$ 2,088.00	100.00%	$ -	RELEASED
		RCI CO #3														
		D-751-3	1.00	EA	$ 4,040.00	$ 4,040.00	1.00		1.00	$ 4,040.00	$ -	$ -	$ 4,040.00	100.00%	$ -	RELEASED
		D-751-4	1.00	EA	$ 400.00	$ 400.00	1.00		1.00	$ 400.00	$ -	$ -	$ 400.00	100.00%	$ -	RELEASED
	SUBTOTAL CHANGE ORDER # 2					$ 10,602.00				$ 10,602.00			$ 10,602.00	100.00%	$ -	$ -
		CHANGE ORDER #3														
		RCI CO #4														
		L-108-5	11.00	EA	$ 68.15	$ 749.65	16.00		16.00	$ 1,090.40	$ -	$ -	$ 1,090.40	145.45%	$ (340.75)	RELEASED
		L-108-8	8,000.00	EA	$ 1.30	$ 10,400.00	8,000.00		8,000.00	$ 10,400.00	$ -	$ -	$ 10,400.00	100.00%	$ -	RELEASED
		L-108-9	11,500.00	EA	$ 0.70	$ 8,050.00	12,169.00		12,169.00	$ 8,518.30	$ -	$ -	$ 8,518.30	105.82%	$ (468.30)	RELEASED
		L-110-1	7,000.00	EA	$ 2.20	$ 15,400.00	7,000.00		7,000.00	$ 15,400.00	$ -	$ -	$ 15,400.00	100.00%	$ -	RELEASED
		L-110-2	60.00	EA	$ 13.05	$ 783.00	60.00		60.00	$ 783.00	$ -	$ -	$ 783.00	100.00%	$ -	RELEASED
		L-110-3	700.00	EA	$ 10.20	$ 7,140.00	543.00		543.00	$ 5,538.60	$ -	$ -	$ 5,538.60	77.57%	$ 1,601.40	RELEASED
		L-110-6	10.00	EA	$ 49.10	$ 491.00	11.00		11.00	$ 540.10	$ -	$ -	$ 540.10	110.00%	$ (49.10)	RELEASED
		L-125-1	10.00	EA	$ 207.00	$ 2,070.00	10.00		10.00	$ 2,070.00	$ -	$ -	$ 2,070.00	100.00%	$ -	RELEASED
		L-125-15	97.00	EA	$ 19.05	$ 1,847.85	97.00		97.00	$ 1,847.85	$ -	$ -	$ 1,847.85	100.00%	$ -	RELEASED
		L-125-25	640.00	EA	$ 386.00	$ 247,040.00	640.00		640.00	$ 247,040.00	$ -	$ -	$ 247,040.00	100.00%	$ -	RELEASED
		L-867B12X24 Base Class 1A Installed in Earth	97.00	EA	$ 737.50	$ 71,537.50	98.00		98.00	$ 72,275.00	$ -	$ -	$ 72,275.00	101.03%	$ (737.50)	RELEASED
		New Base Plates	500.00	EA	$ 18.75	$ 9,375.00	500.00		500.00	$ 9,375.00	$ -	$ -	$ 9,375.00	100.00%	$ -	RELEASED
		Project Management/Supervision	1.00	LS	$ 18,951.00	$ 18,951.00	1.00		1.00	$ 18,951.00	$ -	$ -	$ 18,951.00	100.00%	$ -	RELEASED
	SUBTOTAL CHANGE ORDER # 3					$ 393,835.00				$ 393,829.25	$ -		$ 393,829.25	100.00%	$ 5.75	$ -
		CHANGE ORDER # 4														
		RCI CO #5														
		L-861 Clear Elev. Runway Edge LED Light	36.00	EA	$ 428.75	$ 15,435.00	36.00		36.00	$ 15,435.00	$ -	$ -	$ 15,435.00	100.00%	$ -	RELEASED
		L-861 Red/Green Threshold LED Light	17.00	EA	$ 466.235	$ 7,926.00	17.00		17.00	$ 7,926.00	$ -	$ -	$ 7,926.00	100.00%	$ -	RELEASED
	SUBTOTAL CHANGE ORDER # 4					$ 23,361.00				$ 23,361.00	$ -		$ 23,361.00	100.00%	$ -	$ -
		GRAND TOTALS				$ 2,403,461.82				$ 2,385,969.61	$ -		$ 2,385,969.61	99.27%	$ 17,492.21	$ -

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Appendix C

Wilbur Smith Associates Final Invoice

(Resident Inspection Costs)

INVOICE

City of Vero Beach
PO Box 1389
Vero Beach, FL. 32961-1389

Attn: Ericson W. Menger
Airport Director

PLEASE REMIT TO:
WILBUR SMITH ASSOCIATES
P.O.BOX 7993
COLUMBIA, SC 29202-7993

NET DUE UPON RECEIPT

Invoice Date : 04/27/2011
Invoice # : 553653
Project : 104369
Contract #:
Contract Date: 03/04/10
PO#:

For Professional Services Related To:
Rehab R/W 11L-29R INCLUDING T/W F

FM#416303-1-94-01
Change Order 2 to Work Order 1371-1
Period 1/29/2011 - 04/01/2011

	Fee	Percent Complete	Total Fee Earned to Date	Previous Billings	Current Billings
1 - Construction Materials Testing					
	58,031.25	100.00	58,031.25	58,031.25	0.00
2 - Resident Project Rep Inspection					
	116,755.00	100.00	116,755.00	116,595.00	160.00
3 - Const Admin/Project Close Out					
	13,811.00	100.00	13,811.00	9,277.77	4,533.23
4 - Direct Expenses					
	997.00	100.00	997.00	632.79	364.21
Total:	**189,594.25**	**100.00**	**189,594.25**	**184,536.81**	**5,057.44**

Fee	189,594.25
Prior Billing	184,536.81
Current Bill	5,057.44
Remaining Balance	0.00

Certified true and correct to the best of my knowledge and payment has not been received.

Joseph A. Addison, Director
Project Accounting

Appendix D

Page One Consultants, Inc. Final Invoice

(Materials Testing Costs)

POC INVOICE NO. I10-441 (dated 12/2/10)

POC Project No.:	**10054**
Proposal No.:	**PRO 282**
Amendment No.:	**N/A**
Project:	**FDOT FM NO. 416303-1-94-01** **Vero Beach Municipal Airport** **Rehabilitation of Runway 11L-29R Including Taxiway F and Connectors** **Schedules A & B plus ALT A-2 or A-3**
To:	**Wilbur Smith Associates** **3191 Maguire Boulevard** **Orlando, Florida 32803**
Contact:	**Wesley L. Teel** **Project Manager**

For professional services rendered through 11/30/10 (see attached support)

Total Due This Invoice	**$**	**3,902.50**

POC No. 10054 Summary

Initial Contract Amount	$	38,210.00
Change Orders to Date	$	19,821.25
Contract Amount to Date		$58,031.25
Invoices to Date (including this invoice)	$	58,031.25
Balance Remaining		***($0.00)***

Remit Payment to:

Page One Consultants, Inc.
5780 Hoffner Avenue, Suite 401
Orlando, FL 32822

Invoices are due upon receipt and in accordance with the Florida Statutes. All invoices not paid within 30 days are subject to a statutory interest charge.

VERO BEACH MUNICIPAL AIRPORT - REHABILITATION OF RUNWAY 11L-29R INCLUDING TAXIWAY F AND CONNECTORS

CONSTRUCTION MATERIALS TESTING (BASE, ALTERNATE 1, ALTERNATE 2)

Item	Description	Bid Schedule		CMT Estimate		Unit	TOTAL	QUANTITY		AMOUNT		BUDGET ANALYSIS
		Unit	QTY	QTY	Unit Rate			This Period	To Date	This Period	To Date	Over / (Under)
P-152	Earthwork	LS	1									
	Proctor (pick up all in same trip)			0	$ 90.00	ea	$ -	0	0	$ -	$ -	$0.00
	Organic Content			0	$ 45.00	ea	$ -	0	0	$ -	$ -	$0.00
	Densities (Minimum 5/trip - ASTM D 6938)			16	$ 25.00	ea	$ 400.00	0	16	$ -	$ 400.00	$0.00
P-154/P-160	LBR 40 Stabilized Subbase (12")	SY	24300	*(Estimates 2000 SY/LOT)*								
	Depth Checks (by RPR via elevations)			0	$ 50.00	ea	$ -	0	0	$ -	$ -	$0.00
	LBR			3	$ 300.00	ea	$ 900.00	0	3	$ -	$ 900.00	$0.00
	Particle Size			3	$ 45.00	ea	$ 135.00	0	3	$ -	$ 135.00	$0.00
	Atterburgs			2	$ 85.00	ea	$ 170.00	0	2	$ -	$ 170.00	$0.00
	Densities (Minimum 5/trip - ASTM D 6938)			25	$ 25.00	ea	$ 625.00	0	25	$ -	$ 625.00	$0.00
P-210	Recycled Bit. Base Course (6")	SY	41000	*(Estimates 2000 SY/LOT Production Rate, excl. Test Strip)*								
	Based on 13 LOTs, incl. Test Strip	*LOTS*	*22*	*(Depth Checks every 1000 SY)*								
	Depth Checks (Minimum 8/trip)			0	$ 50.00	ea	$ -	0	0	$ -	$ -	$0.00
	Proctor			3	$ 90.00	ea	$ 270.00	0	3	$ -	$ 270.00	$0.00
	Extraction & Gradation			3	$ 160.00	ea	$ 480.00	0	3	$ -	$ 480.00	$0.00
	Densities (Minimum 8/trip - ASTM D 6938)			111	$ 25.00	ea	$ 2,775.00	0	89	$ -	$ 2,225.00	($550.00)
P-211	Limerock Base Course (6")	SY	3947	*(Estimates 500 SY/LOT)*								
	Depth Checks (by RPR via elevations)			0	$ 50.00	ea	$ -	0	0	$ -	$ -	$0.00
	LBR			1	$ 300.00	ea	$ 300.00	0	1	$ -	$ 300.00	$0.00
	Particle Size			1	$ 45.00	ea	$ 45.00	0	1	$ -	$ 45.00	$0.00
	Atterburgs			1	$ 85.00	ea	$ 85.00	0	1	$ -	$ 85.00	$0.00
	Organic Content			1	$ 45.00	ea	$ 45.00	0	1	$ -	$ 45.00	$0.00
	Densities (Minimum 4/trip - ASTM D 1556)			22	$ 50.00	ea	$ 1,100.00	0	22	$ -	$ 1,100.00	$0.00
P-401	Bituminous Surface Course	TON	6110	*(Estimates 500 TN/DAY Production Rate, excl. Test Strip)*								
	Based on 13 LOTs, incl. Test Strip	*LOTS*	*13*									
	LOT (Lab personnel REG)			112	$ 65.00	hr	$ 7,280.00	0	90.5	$ -	$ 5,882.50	($1,397.50)
	LOT (Lab personnel OT)			42	$ 85.00	hr	$ 3,570.00	0	57.5	$ -	$ 4,887.50	$1,317.50
	LOT (SR PE)			39	$ 130.00	hr	$ 5,070.00	17	45	$ 2,210.00	$ 5,850.00	$780.00
	LOT (Admin)			7	$ 50.00	hr	$ 350.00	6	10	$ 300.00	$ 500.00	$150.00
	Pre-Pave Conference			6	$ 130.00	hr	$ 780.00	0	6	$ -	$ 780.00	$0.00
	Shop Drawing/Job set-up (PE)			2	$ 130.00	hr	$ 260.00	0	2	$ -	$ 260.00	$0.00
	Shop Drawing/Job Admin			6	$ 50.00	hr	$ 300.00	4	9	$ 200.00	$ 450.00	$150.00
	Misc. support/meetings, etc. (SR PE)			16	$ 130.00	hr	$ 2,080.00	0	16	$ -	$ 2,080.00	$0.00
	Misc. support/meetings, etc. (Plant Tech)			18	$ 65.00	hr	$ 1,170.00	0	18	$ -	$ 1,170.00	$0.00
P-610	Non-structural Concrete Cylinders	N/A	N/A	*SET OF 4 SPECIMENS*								
	For misc. lighting ducts, etc.			6	$ 140.00	SET	$ 840.00	0	5	$ -	$ 700.00	($140.00)
P-701	Pipe for Storm Drains and Culverts	LF	584									
	Proctor (contractor to dig pits - 2 trips estimated)			4	$ 90.00	ea	$ 360.00	0	4	$ -	$ 360.00	$0.00
	Organic Content			4	$ 45.00	ea	$ 180.00	0	4	$ -	$ 180.00	$0.00
	Densities (Minimum 5/trip - ASTM D 6938)			174	$ 25.00	ea	$ 4,350.00	0	174	$ -	$ 4,350.00	$0.00
	Field and Laboratory Contingencies											
	Stand By Time (field tech)			193.25	$ 45.00	hr	$ 8,696.25	0	160.25	$ -	$ 7,211.25	($1,485.00)
	Min 5/trip consideration			0.166667	$ 600.00	est	$ 100.00	0	0.166666667	$ -	$ 100.00	($0.00)
	PM Time			58	$ 130.00	hr	$ 7,540.00	5	65.75	$ 650.00	$ 8,547.50	$1,007.50
	Administrative/Technical Typist			17.75	$ 50.00	hr	$ 887.50	8	18.25	$ 400.00	$ 912.50	$25.00
	Travel/Expenses			4.304688	$ 1,600.00	LS	$ 6,887.50	0.089063	4.39375125	$ 142.50	$ 7,030.00	$142.50
	TOTAL CMT (BASE, ALTERNATE 1, ALTERNATE 2)						$ 58,031.25	*This Invoice*		*$*	*3,902.50*	*$0.00*
	CONSTRUCTION MATERIALS TESTING (BASE, ALTERNATE 1, ALTERNATE 2) - BUDGET SUMMARY							*To Date*		*$*	*58,031.25*	

2D-8)

City Council Agenda Item
Meeting of May 17, 2011

TO: Mayor Jay Kramer
Vice Mayor Pilar Turner
Councilmember Brian Heady
Councilmember Craig Fletcher
Councilmember Tracy Carroll

FROM: Monte K. Falls, P.E. - Interim City Manager MKFalls 5/10/11

DATE: May 10, 2011

SUBJECT: **Lift Station and Sewer System Improvements Assessment Project – Ocean Towers of Vero Beach, Inc., Ocean Towers II of Vero Beach, Inc., and Cardinal Drive Townhouses – Recommendation of Final Acceptance and Payment – City of Vero Beach Project No. WS07007 (Bid No. 100-10/JV)**

REQUESTED BY: Director of Water and Sewer

The following is requested as it relates to the above-referenced agenda item:

✓ Request Council review and approval based on the attached supporting documentation.

____ Request Council review and possible action.

____ No action required. (Information only)

DEPARTMENTAL CORRESPONDENCE
WATER AND SEWER DEPARTMENT

Received
MAY 2011
City Mgr.'s Office

To: Monte K. Falls, Interim City Manager

From: Robert J. Bolton, P.E., Director

Date: May 9, 2011

RE: Lift Station and Sewer System Improvements Assessment Project
Ocean Towers of Vero Beach, Inc., Ocean Towers II of Vero Beach, Inc. and Cardinal Drive Townhouses
Recommendation of Final Acceptance and Payment
City of Vero Beach Project No. WS07007 (Bid No. 100-10/JV)

Recommendation:

- Place this item on the City Council's Agenda for May 17, 2011;
- Accept this project as follows:

Approve Pay Estimate No. 3 and Final in the amount of $12,675.60.

Funding:

This project is funded via account number 423.9001.536.610361.

Background:

Representatives of Ocean Towers I and II Condominium Associations requested the City review the cost of installing a municipal sewer system to replace their existing lift station. Their previous lift station did not meet City specifications and was in need of replacement. In lieu of the Associations replacing the lift station and continuing the maintenance responsibility, they opted to connect to City sewer. Therefore, the affected property owners, as referenced, were polled. The result was a favorable vote, 71.25%. Consequently, the project was bid on January 5, 2010.

The City Council, at their meeting of March 2, 2010, awarded the referenced contract to Timothy Rose Contracting, Inc. in the amount of $121,956.00. There was one change

order for a conflicting water line which resulted in a project increase of $11,182.00. Therefore, the revised total project cost is $133,138.00.

The project commenced on May 17, 2010 and was substantially completed on July 15, 2010. To the best of our knowledge and belief this project was constructed in accordance with the contract requirements.

We have reviewed the as-built quantities and confirm that $126,756.00 represents the total amount or work completed. Therefore, we recommend final payment in the amount of $12,675.60.

Upon Council's acceptance of this project, the contractor's one year warranty period will begin.

Attached please find one (1) copy of Final Pay Application No. 3. Copies of Final Releases from the contractor and suppliers are also attached.

RJB/srp
Attachments

xc: Steve Maillet, Finance Director, w/attachments
Jackie Mitts, Assistant Finance Director
John O'Brien, Purchasing Manager
Tim Rose, President, Timothy Rose Contracting, Inc.

CITY OF VERO BEACH WATER & SEWER DEPARTMENT

SANITARY SEWER SYSTEM CONSTRUCTION AND WATER MAIN REPLACEMENT

PROJECT NAME: Ocean Towers Lift Station @ 2735 Ocean Drive
CONTRACTOR: Timothy Rose Contracting, Inc.

ACCOUNT NO. 423.9001.536.610361 WS07007 Contract No.: 1492

ORIGINAL CONTRACT AMOUNT	$121,956	TOTAL EARNED TO DATE	$126,756.00
ADDITIONS TO CONTRACT	$11,182	RETAINAGE 0.00%	$0.00
DELETIONS FROM CONTRACT		TOTAL LESS RETAINAGE	$126,756.00
		PREVIOUS PAYMENTS	$114,080.40
CONTRACT SUM TO DATE	$133,138	AMOUNT DUE THIS PAYMENT (Final)	$12,675.60

PAY REQUEST NO. 3 (Final) DATE: March 14, 2011 PERIOD ENDING: February 25, 2011

ITEM NO.	ITEM DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	PREVIOUS QUANTITY	PREVIOUSLY EARNED	THIS PERIOD QUANTITY	THIS PERIOD EARNED	TOTAL TO DATE QUANTITY	TOTAL TO DATE EARNED	% COM-PLETE
1.01	Mobilization	1	L.S.	$5,200.00	1	$5,200.00		$0.00	1.00	$5,200.00	100.00%
1.02	Unclassified Excavation (Including, but not limited to excavation, removal and disposal of the items shown on the plans or designated by the Engineer, i.e., existing asphalt, driveways, road base, concrete, curb and gutter, etc.	1	L.S.	$2,200.00	1.00	$2,200.00		$0.00	1.00	$2,200.00	100.00%
1.03	Furnish and Install 8 ft. diameter wet well and valve vault, complete.	1	L.S.	$82,690.00	1.00	$82,690.00		$0.00	1.00	$82,690.00	100.00%
1.04	Furnish and Install electrical service to lift station complete.	1	L.S.	$6,000.00	1.00	$6,000.00		$0.00	1.00	$6,000.00	100.00%
1.05	Furnish & Install 6" concrete driveway with mesh reinforcement.	35	S.Y.	$28.00	35.00	$980.00		$0.00	35.00	$980.00	100.00%
1.06	Hold poles adjacent to excavation sites.	1	L.S.	$780.00	1.00	$780.00		$0.00	1.00	$780.00	100.00%
1.07	Furnish & Install 4" C900 force main.	20	L.F.	$80.00	20.00	$1,600.00		$0.00	20.00	$1,600.00	100.00%
1.08	Furnish and install megalug restraints.	10	Ea	$38.00	10.00	$380.00		$0.00	10.00	$380.00	100.00%
1.09	Furnish & Install by directional drilling 4" HDPE SDR 11 force main	47	L.F.	$28.00	0.00	$0.00		$0.00	0.00	$0.00	0.00%
1.10	Connect 4" force main to existing 4" force main.	1	L.S.	$320.00	1.00	$320.00		$0.00	1.00	$320.00	100.00%
1.11	Furnish and install air release valves	2	Ea	$2,533.00	0.00	$0.00		$0.00	0.00	$0.00	0.00%
1.12	Furnish & Install 8" SDR 35 gravity sewer	75	L.F.	$46.00	75.00	$3,450.00		$0.00	75.00	$3,450.00	100.00%
1.13	Furnish and install dewatering, 0' - 8'	75	L.F.	$40.00	75.00	$3,000.00		$0.00	75.00	$3,000.00	100.00%
1.14	Convert existing lift station wet well to a sewer manhole, as specified on plans.	1	L.S.	$2,782.00	1.00	$2,782.00		$0.00	1.00	$2,782.00	100.00%

ITEM NO.	ITEM DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	PREVIOUS QUANTITY	PREVIOUSLY EARNED	THIS PERIOD QUANTITY	THIS PERIOD EARNED	TOTAL TO DATE QUANTITY	TOTAL TO DATE EARNED	% COM-PLETE
1.15	Furnish and Install 4 ft. diameter manhole	1	Ea.	$2,400.00	1.00	$2,400.00		$0.00	1.00	$2,400.00	100.00%
1.16	Remove and replace 3 ft. high concrete block wall and hedge as required.	1	L.S.	$1,725.00	1.00	$1,725.00		$0.00	1.00	$1,725.00	100.00%
1.17	Remove and Replace brick pavers as shown on plans.	1	L.S.	$550.00	1.00	$550.00		$0.00	1.00	$550.00	100.00%
1.18	Remove and replace existing sod and landscaping disturbed by construction	1	L.S.	$1,517.00	1.00	$1,517.00		$0.00	1.00	$1,517.00	100.00%
	Contract Total			$121,956.00							
CHANGE ORDER # 1											
2.01	Furn. & Install 8" C900 PVC Water Main	80	L.F.	$15.56	80.00	$1,245.00		$0.00	80.00	$1,245.00	100.00%
2.02	Furn & Inst 8" M.J. Long Sleeves	2	Ea	$198.00	2.00	$396.00		$0.00	2.00	$396.00	100.00%
2.03	Furn & Inst 8" 45 Degree Bends	4	Ea	$298.00	4.00	$1,192.00		$0.00	4.00	$1,192.00	100.00%
2.04	Furn & Inst Megalug No. 1390 Restraints	5	Ea	$93.80	5.00	$469.00		$0.00	5.00	$469.00	100.00%
2.05	Furn & Inst 8" Line Stops	2	Ea	$3,540.00	2.00	$7,080.00		$0.00	2.00	$7,080.00	100.00%
2.06	Testing - Bac-Tee & Pressure	1	L.S.	$500.00	1.00	$500.00		$0.00	1.00	$500.00	100.00%
2.07	Deadmen Restraints	2	Ea	$150.00	2.00	$300.00		$0.00	2.00	$300.00	100.00%
	Change Order # 1 Total			$11,182.00							
	TOTALS			$133,138.00		$126,756.00		$0.00		$126,756.00	95.21%
	10% RETAINAGE					$12,675.60		$0.00		$0.00	
	TOTAL LESS RETAINAGE					$114,080.40		$0.00		$126,756.00	
	PREVIOUS PAYMENTS									$114,080.40	
	AMOUNT DUE THIS PAYMENT									**$12,675.60**	

City of Vero Beach

Basil Ball — 4-4-11

Prepared By: Basil Ball — Date

5/9/11

Approved By: Robert J. Bolton, P.E. — Date

Director, Water & Sewer Dept.

Timothy Rose Contracting, Inc.

Accepted By: Timothy Rose, President — Date

CITY OF VERO BEACH WATER AND SEWER DEPARTMENT

WAIVER AND RELEASE OF ALL CLAIMS UPON FINAL PAYMENT

Project: Ocean Towers LS
Date of Contract: 04/14/10

Project No. 100-10-JV
Contract No. 1492

The undersigned contractor for the above-referenced contract, in consideration of final payment in the sum of $ 12,675.60, the receipt and sufficiency of which is acknowledged, hereby waives and releases any and all claims and right to make any claim for any and all labor, services, materials, and equipment furnished to the City of Vero Beach ("City") and arising under or by virtue of the above-referenced contract and changes thereto and hereby agrees to indemnify and hold harmless the City from any and all claims of any subcontractor having an interest in the contract. The term "subcontractor," as used herein, shall include any and all persons and firms furnishing labor, materials, services, or equipment incorporated into or supplied for the work under the contract, stockpiled for the project, or arising under any equipment-rental agreements.

This waiver and release of all claims is executed by the contractor for itself and its representatives, assigns and successors and covers all past and existing claims for work under the contract. In executing this waiver and release of all claims, I represent and certify to the City that I possess the authority and capacity to execute this waiver and release of all claims for the contractor, its representatives, assigns and successors, and to thereby bind them, and I agree to personally indemnify and hold harmless the City from any and all liabilities and costs, including attorney's fees, as may be imposed upon or incurred by the City because of any defect in or lack of my authority or legal capacity to execute this waiver and release of all claims for the contractor, its representatives, assigns and successors.

Timothy Rose Contracting, Inc.
Contractor

By: [signature]
Print Name: Tim Rose
Title: President

STATE OF FLORIDA
COUNTY OF Indian River

Sworn to and subscribed before me this 15th day of February, 2011, by Tim Rose, who ✓ is personally known to me OR ____ produced N/A as identification.

[signature]
Notary Public
Print Name: Vickie Lee Wright
My Commission Expires: 03-11-2012

NOTARY PUBLIC STATE OF FLORIDA
VICKIE LEE WRIGHT
Notary Public - State of Florida
My Commission Exp. March 11, 2012
Commission # DD 766663

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

41796-125

The undersigned lienor, in consideration of the final payment in the amount of $10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to TIMOTHY ROSE CONTRACTING INC on the job of CITY OF VERO BEACH (owner), to the following described property:

VERO BEACH, FLORIDA, "LIFT STATION & SEWER SYSTEM IMPROVEMENTS AT OCEAN TOWERS", CONTRACT NUMBER 100-10/JV, BOND NUMBER 535142P, AND FURTHER DESCRIBED IN BOND RECORDED IN OR BOOK 2406 PAGE 228 PUBLIC RECORDS INDIAN RIVER COUNTY, FLORIDA.

DATED on APRIL 5, 2011

FERGUSON ENTERPRISES INC
DBA FERGUSON WATERWORKS
ATTN: AVON KIDD 800-456-1488
7816 PROFESSIONAL PLACE
TAMPA FL 33637

By: _____
JAMES A LABRASCIANO - CREDIT MANAGER

Sworn to and subscribed before me this APRIL 5, 2011

Signature of Notary Public
Commissioned State of Florida

Print, Type or Stamp
Name of Notary Public

SHARLYN SARAGOZA
MY COMMISSION EXPIRES
March 30, 2013
#DD 842449
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Personally Known XX OR, Produced Identification N/A

RECEIVED
APR - 7 2011
WATER & SEWER DEPARTMENT

FINAL RELEASE OF LIEN

STATE OF ~~FLORIDA~~ New York
COUNTY OF Seneca

KNOWN BY ALL MEN BY THESE PRESENTS: That ITT Water & Wastewater FL, LLC, in consideration of the sum $ 10.00 does hereby release, remise and relinquish any and all right to claim and lien or liens for work done or material furnished, or any kind or class of lien whatsoever on the following described property:

OCEAN TOWERS LIFT STATION & SEWER IMPORVEMENTS
2743 OCEAN DRIVE, VERO BEACH
INDIAN RIVER COUNTY,FLORIDA

The undersigned agrees that it will not perform any future work, or render services, provide labor, materials, or equipment or supplies of any kind, that could result in the creation of lien rights under Florida Statue Chapter 713 without first notifying the owner of the property and obtaining written approval to perform any such services. Failure to notify and obtain written approval shall constitute a wavier of all rights to claim lien against the property.

I HEREBY CERTIFY that in this day, before me, personally appeared Michelle Wells to me known to be the person described in or has produced a Florida Drivers License, as identification, and who is the agent of the lienor herein, executed the forgoing Waiver and Final Release of Lien

DATED this 6th day of April, 2011

Lienor's Name: ITT Water & Wastewater FL, LLC

Michelle Wells
Signature of Authorized Representative

SWORN AND SUBSCRIBED TO before me this 6th day of April, 2011
(Notarial Seal)

Kay L. Folts
Notary Public, State of New York
NO. 01FO5080842
Qualified in Seneca County
My Commission Expires: 6/23/15

Kay L Folts
Notary Public State of ~~Florida~~ New York

Print Name

RECEIVED
APR - 7 2011

FINAL RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF Indian River

KNOWN BY ALL MEN BY THESE PRESENTS: That Good Green Sodding, LLC, in consideration of the sum $ 10.00 does hereby release, remise and relinquish any and all right to claim and lien or liens for work done or material furnished, or any kind or class of lien whatsoever on the following described property:

OCEAN TOWERS LIFT STATION & SEWER IMPROVEMENTS
2743 OCEAN DRIVE, VERO BEACH
INDIAN RIVER COUNTY, FLORIDA

The undersigned agrees that it will not perform any future work, or render services, provide labor, materials, or equipment or supplies of any kind, that could result in the creation of lien rights under Florida Statue Chapter 713 without first notifying the owner of the property and obtaining written approval to perform any such services. Failure to notify and obtain written approval shall constitute a wavier of all rights to claim lien against the property.

I HEREBY CERTIFY that in this day, before me, personally appeared Tim Smith to me known to be the person described in or has produced a Florida Drivers License, as identification, and who is the agent of the lienor herein, executed the forgoing Waiver and Final Release of Lien

DATED this 25th day of April, 2011

Leinor's Name: Good Green Sodding, LLC

Signature of Authorized Representative

SWORN AND SUBSCRIBED TO before me this 25th day of April, 2011
(Notarial Seal)

Notary Public State of Florida

Vickie Lee Wright
Print Name

VICKIE LEE WRIGHT
Notary Public - State of Florida
My Commission Exp. March 11, 2012
Commission # DD 766663

FINAL RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF BROWARD

KNOWN BY ALL MEN BY THESE PRESENTS: That Tarmac America, LLC, in consideration of the sum $ 10.00 does hereby release, remise and relinquish any and all right to claim and lien or liens for work done or material furnished, or any kind or class of lien whatsoever on the following described property: * FURNISHED TO TIMOTHY ROSE CONTRACTING

OCEAN TOWERS LIFT STATION & SEWER IMPROVEMENTS
2743 OCEAN DRIVE, VERO BEACH
INDIAN RIVER COUNTY, FLORIDA

The undersigned agrees that it will not perform any future work, or render services, provide labor, materials, or equipment or supplies of any kind, that could result in the creation of lien rights under Florida Statue Chapter 713 without first notifying the owner of the property and obtaining written approval to perform any such services. Failure to notify and obtain written approval shall constitute a wavier of all rights to claim lien against the property.

I HEREBY CERTIFY that in this day, before me, personally appeared GEOFFREY BLUNT to me known to be the person described in or has produced a Florida Drivers License, as identification, and who is the agent of the lienor herein, executed the forgoing Waiver and Final Release of Lien

DATED this 25 day of APRIL, 2011

Leinor's Name: Tarmac America, LLC

Geoffrey Blunt
Signature of Authorized Representative

GEOFFREY BLUNT
REGIONAL CREDIT MANAGER

SWORN AND SUBSCRIBED TO before me this 25 day of APRIL, 2011
(Notarial Seal)

Linda Kukla
Notary Public State of Florida

Print Name

Notary Public State of Florida
Linda Kukla
My Commission DD970087
Expires 06/22/2014

FINAL RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF BREVARD

KNOWN BY ALL MEN BY THESE PRESENTS: That Eau Gallie Electric, Incorporated, in consideration of the sum $ 10.00 does hereby release, remise and relinquish any and all right to claim and lien or liens for work done or material furnished, or any kind or class of lien whatsoever on the following described property:

OCEAN TOWERS LIFT STATION & SEWER IMPROVEMENTS
2743 OCEAN DRIVE, VERO BEACH
INDIAN RIVER COUNTY, FLORIDA

The undersigned agrees that it will not perform any future work, or render services, provide labor, materials, or equipment or supplies of any kind, that could result in the creation of lien rights under Florida Statue Chapter 713 without first notifying the owner of the property and obtaining written approval to perform any such services. Failure to notify and obtain written approval shall constitute a wavier of all rights to claim lien against the property.

I HEREBY CERTIFY that in this day, before me, personally appeared CHRIS HUGHES to me known to be the person described in or has produced a Florida Drivers License, as identification, and who is the agent of the lienor herein, executed the forgoing Waiver and Final Release of Lien

DATED this 27 day of APRIL, 2011

Leinor's Name: Eau Gallie Electric, Incorporated

Chris Hughes, President
Signature of Authorized Representative

SWORN AND SUBSCRIBED TO before me this 27 day of April, 2011
(Notarial Seal)

GAYLE ARCHER
MY COMMISSION # DD 699749
EXPIRES: May 27, 2011
Bonded Thru Notary Public Underwriters

Notary Public State of Florida
Gayle Archer
Print Name

2D-9)

City Council Agenda Item

May 17, 2011

TO: The Honorable Mayor and Members of the City Council

FROM: Monte K. Falls, Interim City Manager MKFalls 5/10/11

DATE: May 10, 2011

SUBJECT: **Monthly Capital Projects' Status Reports**

REQUESTED BY: Airport, Public Works, and Water and Sewer Department

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The following is requested as it relates to the above-referenced agenda item:

____ Request Council review and approval based on the attached supporting documentation.

____ Request Council review and possible action.

✓ No action required. (Information only)

REHAB RUNWAY 11L/29R INCLUDING TAXIWAY F AND CONNECTORS AND LIGHTING

Prepared By:
CITY OF VERO BEACH MUNICIPAL AIRPORT
Contractor: RANGER CONSTRUCTION INC.

Project #: FDOT - 416303-1-94-01

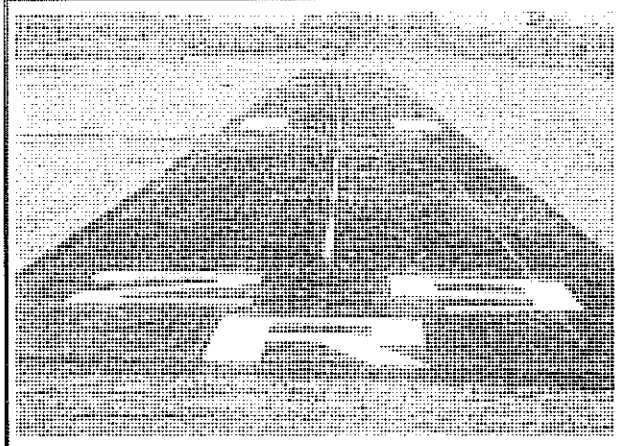
For Period: 4/5/11 through 5/6/11

NOTES:

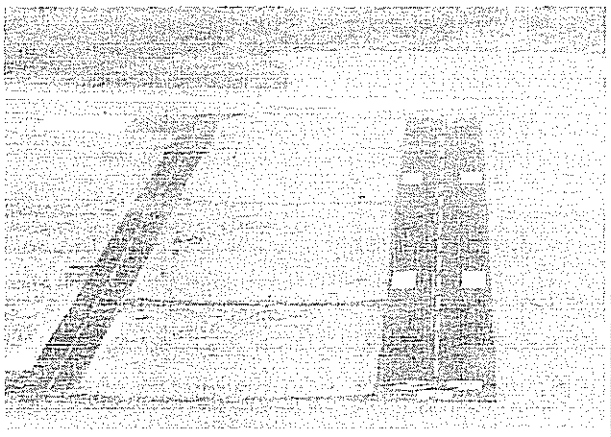
The project is complete and the final close-out process is currently underway. The project was completed under budget and a final change order will decrease the construction cost by $17,492.21. The total project is under budget by $144,701.75.

This is the final report on this project.

THE FOLLOWING IS A SUMMARY OF COSTS TO DATE:		THE FOLLOWING IS SUMMARY OF PROGRESS TO DATE:	
ORIGINAL CONTRACT AMOUNT	$1,938,527.82	CONTRACT DATE:	05/06/10
CHANGE ORDERS TO DATE (TOTAL)	$464,934.00	NOTICE TO PROCEED:	06/01/10
ADJUSTED CONTRACT AMOUNT TO DATE	$2,403,461.82	TIME OF COMPLETION	205 Days
TOTAL COST OF WORK PERFORMED TO DATE	$2,385,969.61	CONTRACT DAYS:	205
% OF WORK COMPLETE	100.00%	% OF CONTRACT TIME COMPLETE:	100.00%



Approach View of Complete Paving - Runway 11L/29R



Air View of Complete Project

STORAGE RESERVOIR AND INJECTION WELL PUMP STATION

STATUS REPORT AS OF 5/9/11
CITY OF VERO BEACH WATER AND SEWER DEPARTMENT

Prepared By:	Jerry A. Gilbert, P.E.	PROJECT NO:	280-09/JV
Consultant:	Arcadis, Inc.	FOR PERIOD:	4/1/11 - 5/1/11
Contract Date:	30-Sep-2009		
Notice to Proceed Date:	13-Oct-2009		
Time of Completion:	395 Calendar Days		
Scheduled Completion Date:	12-Nov-2010	Director's Signature	

PROJECT DESCRIPTION:

The Work to be performed under this Contract includes the furnishing of all labor, materials, equipment, services and incidentals for the construction, startup and testing of a three million gallon pre-stressed concrete storage reservoir, injection well pump station and related appurtenances.

THE FOLLOWING IS A SUMMARY OF PROGRESS AND COSTS TO DATE:

DIVISION

CONTRACTOR	Florida Design Contractors, Inc.		
ORIGINAL CONTRACT AMOUNT	$2,694,375.00		
CHANGE ORDERS TO DATE (TOTAL)	$791,836.36		
ADJUSTED CONTRACT AMOUNT TO DATE	$3,486,211.36		
TOTAL COST OF WORK PERFORMED TO DATE	$3,366,111.36		
% OF WORK PAID	86.90%		
TOTAL WORK COMP.	$3,029,500.22		

Substantial completion for this project was on January 19, 2011. The contractor is currently performing punch list items. Once all of the punch list items are complete, final payment will be requested.

FORCE MAIN FROM WWTP TO WTP, &
REUSE WATER MAIN FROM RPP TO COUNTRY CLUB DRIVE

STATUS REPORT AS OF 5/9/11
CITY OF VERO BEACH DEPARTMENT OF WATER AND SEWER

Prepared By:	Jerry A. Gilbert, P.E.	PROJECT NO:	1483
Consultant:	Morgan & Associates	FOR PERIOD:	4/1/11 - 5/1/11
Contract Date:	11-Dec-09		
Notice to Proceed Date:	19-Jan-10		
Time of Completion:	270 Days		
Scheduled Completion Date:	15-Oct-10	Director's Signature	

PROJECT DESCRIPTION:

The Work to be performed under this Contract includes the furnishing of all labor, materials, equipment, services and incidentals for the construction, startup and testing of a 24" PVC force main from the WWTP to the WTP, and a 24" PVC Reuse main from Royal Palm Point to Country Club Drive.

THE FOLLOWING IS A SUMMARY OF PROGRESS AND COSTS TO DATE:

DIVISION

CONTRACTOR	S.P.S. Contracting, Inc.		
ORIGINAL CONTRACT AMOUNT	$2,396,841.58		
CHANGE ORDERS TO DATE (TOTAL)	$437,626.74		
ADJUSTED CONTRACT AMOUNT TO DATE	$2,834,468.32		
TOTAL COST OF WORK PERFORMED TO DATE	$2,834,468.32		
% OF WORK PAID	98.00%		
TOTAL WORK COMP.	$2,777,778.95		

Council approved the final change order at the January 18, 2011 council meeting. Retainage was reduced to 2% at the same meeting. Final payment will be made when all paperwork has been submitted and approved by FDEP which is anticipated in June.

Country Club Drive Sidewalk

Prepared By: PROJECT NO. 2007-04

CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS

Constructed by COVB Staff For Period 4/25/11 through 5/06/11

Project Description and Background: This project was one of four sidewalk projects which were incorporated into a 5-year capital project for sidewalk improvements approved by Council in the 2007/2008 fiscal budget. The entire project, which goes from 30th Street to Royal Palm Place, was designed and is being constructed by Public Works staff.

Funding: The project is funded under account number 304.9900.541.608005, New Sidewalk Construction, and the estimated cost is $60,000.

Project History and Current Status:

Construction was authorized to begin by the City Council at their April 19, 2011 meeting.

Construction began on Monday, April 25, 2011.

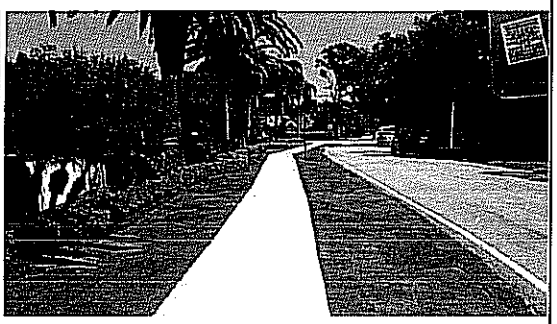
To date approximately 1,250 lf of sidewalk has been completed.

This is an in-house project being constructed by COVB Public Works Department Crews

ORIGINAL BUDGET AMOUNT	$60,000.00	Percent of Work Complete	65%

09-May-11

Country Club Drive sidewalk connecting with the Royal Palm Place sidewalk.



09-May-11

Completed section of Country Club Drive sidewalk along the Vero Beach Country Club golf course.

4-A)

INTERDEPARTMENTAL CORRESPONDENCE

To: The Honorable Mayor Jay Kramer, Vice Mayor Pillar Turner and Council Members Brian Heady, Craig Fletcher, and Tracy Carroll

From: Monte K. Falls, Interim City Manager MKFalls 5/11

Re: Amendments to the City of Vero Beach Personnel Rules

Date: May 11, 2011

I have attached a resolution to make two changes to the City of Vero Beach Personnel Rules requested by the City Council. The first change restricts the hiring of retired City employees for more than sixty days without council approval. The second change introduces a new policy requiring performance appraisals for all City employees.

Attach: Resolution
Appendix F to the City of Vero Beach Personnel Rules

RESOLUTION NO. 2011- _____

A RESOLUTION OF THE CITY COUNCIL THE CITY OF VERO BEACH, FLORIDA, AMENDING THE CITY OF VERO BEACH PERSONNEL RULES TO PROVIDE FOR A CITY-WIDE EMPLOYEE PERFORMANCE APPRAISAL POLICY AND A POLICY LIMITING RE-EMPLOYMENT OF RETIRED CITY EMPLOYEES TO NO MORE THAN SIXTY DAYS WITHOUT NOTIFICATION OF AND APPROVAL BY THE CITY COUNCIL OF THE CITY OF VERO BEACH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Vero Beach recognizes the benefits of instituting an effective city-wide Employee Performance Appraisal Policy to assist employees in improving job performance; to set realistic goals for the employee, to identify areas of employee training needs; to apprise employees of department objectives; to provide a measurement of performance; and to serve as an aid in making decisions on personnel actions; and

WHEREAS, the City Council finds that limiting the re-employment of retired City of Vero Beach employees to no more than sixty days, without notification of and approval by the City Council, will effectuate a cost-saving measure that will inure to the benefits of the citizens of the City of Vero Beach; and

WHEREAS, the City Council finds that adopting the attached Employee Performance Appraisal Policy and the attached limits on re-employment of retired City of Vero Beach employees as part of the Personnel Rules of the City is in the public interest and will serve to promote and protect the health, safety and general welfare of the citizens of the City of Vero Beach; and

WHEREAS, Section 58-1 of the City of Vero Beach Code of Ordinances mandates that Personnel Rules shall be adopted by the City Council by resolution,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERO BEACH, FLORIDA, THAT:

1. The above-listed recitals are included herein and made a part of this Resolution.

2. The City of Vero Beach Personnel Rules are hereby amended, revised and adopted as set forth in Exhibits A and B attached hereto and incorporated herein

3. This Resolution shall become effective upon adoption.

This resolution was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted on the _____ of _____, 2011, by the following vote:

Mayor Jay Kramer	☐ Yes	☐ No
Vice Mayor Pilar E. Turner	☐ Yes	☐ No
Councilmember Tracy M. Carroll	☐ Yes	☐ No
Councilmember A. Craig Fletcher	☐ Yes	☐ No
Councilmember Brian T. Heady	☐ Yes	☐ No

ATTEST:

Sign:_____
Print: Tammy K. Vock
Title: City Clerk

Approved as to form
and legal sufficiency:

for: Wayne R. Coment
Acting City Attorney

CITY OF VERO BEACH:

Sign:_____
Print: Jay Kramer
Title: Mayor

Approved as conforming to
municipal policy:

Monte K. Falls
Interim City Manager

Approved as to technical
requirements:

Robert B. Anderson
Human Resources Director

This instrument prepared
in the office of the
City Attorney
P.O. Box 1389
Vero Beach, FL 32961-1389

APPENDIX F

EMPLOYEE PERFORMANCE APPRAISAL POLICY

1.0 INTRODUCTION AND PURPOSE:

The Human Resources Director, under the direction of the City Manager, shall establish and administer procedures for evaluating the work performance of all employees.

The primary purpose of the performance appraisal is to assist the employee in improving his/her job performance in order to achieve the desired goals and objectives of the department. It should be used as an opportunity for training and development. An effective employee performance appraisal will serve to:

A. Inform the employee about his/her performance both for those areas in which he/she needs improvement and those areas in which he/she is performing well, where applicable.
B. Help the employee to improve his/her behavior and skills, where necessary.
C. Set realistic goals for the employee to attain when appropriate.

2.0 PERIODS OF EVALUATION

Performance appraisals shall be conducted at the following times:

A. After three months of an employee's initial probationary period and then again no later than one month prior to the completion of the probationary period. The appraisals conducted during this period shall recommend either retention or dismissal of the employee.
B. When an employee is promoted, demoted or transferred, after three months of the trial period and then again no later than one month prior to the completion of the trial period in the new position. The appraisals conducted during this period shall determine whether or not the employee has successfully completed the trial period.
C. Annually for all employees no later than five working days before the employee's anniversary date.
D. At any time as deemed necessary by the employee's Supervisor, Department Head, Human Resources Director, or Charter Officer, or, in the case of Charter Officers, as deemed necessary by the City Council.

3.0 REVIEW WITH THE EMPLOYEE

The appropriate supervisor shall be designated to perform each individual employee's performance appraisal. The designated supervisor shall discuss the employee appraisal with the employee being evaluated as part of the appraisal process. If an employee disagrees with the statements in the evaluation, the employee may submit his/her comments in the Employee Comments Section of the form. When reviewing the appraisal, the Department Head or Charter Officer, as the case may be, shall consider the statement and consult with the designated supervisor and the Human Resources Director if needed.

4.0 EMPLOYEE PERFORMANCE APPRAISAL RECORDS

Performance Appraisal forms shall be signed by the employee, the designated supervisor and the Department Head or Charter Officer, as the case may be, and forwarded to the Human Resources Department for inclusion in the employee's official personnel file.

14.03 RETIREMENT

Retirement occurs when an employee, who is eligible for retirement under one of the City's retirement plans, elects to retire. The retirement plan documents of the applicable plan contain the specific provisions of each of these plans, and copies of each plan are available in the Human Resources Department. Any person who has retired from the City of Vero Beach shall not be employed by the City in any capacity for more than 60 business days without notice to and approval by the City Council.

DEPARTMENTAL CORRESPONDENCE

4-B)

TO: Monte K. Falls, Interim City Manager
DEPT: City Manager

FROM: David R. Gay, PSM, Chief Surveyor
DEPT: Public Works

DATE: May 6, 2011

RE: Release of Easement Application #2011-RE-0384
McDonald's – 1925 US 1

Recommendation:

- Place this item on the City Council's May 17, 2011 agenda;
- Approve the resolution to release of the easement located on the south 5' of Lot 3, 4 and 5 and the north 5' of the west 74.85 feet of Tract A, lying within Fanithia Place Subdivision.

Funding:

There is no funding required for this item.

Background:

The referenced application has been received for consideration by the City and routed for review by various City Departments as well as outside utilities. This application is necessary for the upcoming reconstruction of the existing McDonald's restaurant. Site plan approval for the reconstruction was granted on May 5, 2011.

We have attached copies of the responses from the various departments/utilities. All responses were favorable, therefore, we do not object to releasing the easement

Attachments

DRG/ntn

T:\REVIEWS\Release of Easement\2011-RE-0384 McDonalds\Agenda Recommendation_MFalls_May 06 2011.docx

CITY OF VERO BEACH
AGENDA ROUTING SLIP

Date: May 6, 2011

For City Council Meeting on May 17, 2011

Originated by: (Check one)

- ☐ City Council, motion adopted on: _____
- ☐ Council Member _____
- ☐ City Manager
- ☐ City Attorney
- ☐ City Clerk
- ☒ Public Works Department

Person to Contact: David Gay, Chief Surveyor

Telephone Number: 978-4870

Brief Description: Release of Easement Application #2011-RE-384
McDonald's
1925 US 1

Route for Signature to:

(Fill in Departments which should review this item.)

		Dept.	Initial/Date
1.	City Attorney	Dept.	WRC 5/9/11
2.	Public Works	Dept.	David Gay 5/9/11
3.	City Manager	Dept.	MKF 5/10/11
4.		Dept.	
5.		Dept.	
6.		Dept.	
7.		Dept.	
8.			

Return Completed Agenda Item and Slip to (check one):

- ☒ City Attorney's Office
- ☐ City Manager's Office

cc: Tammy K. Vock, City Clerk

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2011-R/E-0384

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERO BEACH, FLORIDA, RELEASING FROM ALL CITY EASEMENTS THE SOUTH 5 FEET OF LOTS 3, 4 AND 5 AND THE NORTH 5 FEET OF THE WEST 74.85 FEET OF TRACT "A," FANITHIA PLACE SUBDIVISION.

WHEREAS, pursuant to Section 2-373 of the Vero Beach Code of Ordinances, City Council is authorized to abandon and/or release utility easements; and

WHEREAS, the City of Vero Beach has easements over, across, and under the property described hereinbelow and depicted in the sketch attached to this Resolution as Exhibit "A;" and

WHEREAS, the property owner has requested the release of the City-held easements which encumber his property; and

WHEREAS, the Public Works and Engineering Department of the City of Vero Beach has determined that the existing easements are no longer needed by the City and that the release would be in the public interest,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERO BEACH, FLORIDA, THAT:

1. As recommended by the Public Works and Engineering Department of the City of Vero Beach, Florida, the City Council of the City of Vero Beach, Florida, does hereby abandon all right, title, and interest that it may have in the following easements, being more particularly bounded as shown and described in Exhibit "A" attached hereto and incorporated herein by this reference, as follows:

SEE ATTACHED EXHIBIT "A" (SHEET 1 OF 2) – Legal Description of Easement Property
SEE ATTACHED EXHIBIT "A" (SHEET 2 OF 2) – Sketch of Easement Property Description

2. This Resolution shall become effective upon final adoption by the City Council.

This Resolution was heard on the _____ day of _____, 2011, at which time it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted by the following vote:

Mayor Jay Kramer	☐ **Yes**	☐ **No**
Vice Mayor Pilar E. Turner	☐ **Yes**	☐ **No**

Councilmember Brian T. Heady	☐ **Yes**	☐ **No**
Councilmember A. Craig Fletcher	☐ **Yes**	☐ **No**
Councilmember Tracy M. Carroll	☐ **Yes**	☐ **No**

ATTEST:

Sign: _____
Print: Tammy K. Vock
Title: City Clerk

CITY OF VERO BEACH, FLORIDA:

Sign: _____
Print: Jay Kramer
Title: Mayor

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Jay Kramer, as Mayor, and attested by Tammy K. Vock, as City Clerk of the City of Vero Beach, Florida. They are personally **known to me** and **did not** take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large
My Commission Number: _____
My Commission Expires: _____

[NOTARY SEAL]

Approved as to form and legal sufficiency:

Wayne R. Coment
Acting City Attorney

Approved as conforming to municipal policy:

Monte K. Falls
Interim City Manager

Approved as to technical requirements:

David R. Gay
Chief Surveyor

This document was prepared in
The Office of the City Attorney
Post Office Box 1389
Vero Beach, Florida 32961-1389

EXHIBIT "A"
PROPERTY DESCRIPTION
RELEASE OF EASEMENT #2011-RE-0384
PARCEL #33-39-01-00013-0010-00001.0,

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Fanithia Place Subdivision as Recorded in Plat Book 1, Page 96, of the Public Records of Indian River County, Florida and being more particularly bounded and described as follows:

The South 5 feet of Lots 3, 4 and 5 and the North 5 feet of the West 74.85 feet of Tract "A" lying within said Fanithia Place Subdivision;

Containing 1,497 square feet more or less.

David R. Gay, PSM #5973

DAVID R. GAY
CERTIFICATE NO. 5973
STATE OF FLORIDA
Professional Surveyor & Mapper

S:\Property Descriptions\2011\2011-RE-0384_McDonald's_Apr 12 2011.doc

H.T. GIFFORD SUBDIVISION

19TH PLACE 25' R.O.W.

SCALE 1"=50'

LOT 1

FANITHIA PLACE S/D
PB 1, PG 96

5' UTILITY EASEMENT
RELEASED 8/20/69
O.R. BOOK 325, PAGE 182

KING'S SUBDIVISION
LOT 27

LOT 5

LOT 4

LOT 2
McDONALDS RESTAURANT
1925 US HWY #1
PARCEL # 33-39-01-00013-0010-00001.0

SUBJECT RELEASE OF EASEMENT
5' UTILITY EASEMENT PER DEED (6/17/1948)

LOT 3

5' 5'

5'

5'

THE WEST
74.85' OF TRACT "A"

1901 US HWY #1

U.S. HIGHWAY #1

ROGER'S SUBDIVISION
LOT 4 LOT 5

TRACT "A"

DAVID GAY, PSM #5973 DATE

SHEET 2 OF 2

THIS SKETCH IS NOT A SURVEY

CITY OF VERO BEACH	SKETCH OF PROPERTY DESCRIPTION	EXHIBIT "A"		REV. NO.	AUTHRZD.BY
DEPARTMENT OF PUBLIC WORKS	RELEASE OF EASEMENT	CITY PROJECT NO. 2011-RE-0384		DRWN.BY	DATE
SURVEY DIVISION	FANITHIA PLACE SUBDIVISION	DATE 04/2011	DRWN BY BMM	CHKD BY DG	DESCRIPTION

City of Vero Beach
Receipt No: 2351249
Apr 06, 2011 10:26
Acct No:
Amount on Acct: $300.00

APPLICATION FOR RELEASE OF EASEMENT

City of Vero Beach - Public Works Department
1053 20th Place - P.O. Box 1389
Vero Beach, FL 32961-1389
(772) 978-4870 / Fax (772) 978-4879

(Applicant must furnish: Copy of Deed, Parcel Number, Property Sketch)

Date Received: 4/4/11 Application No. 2011 -RVE- 0384

Legal Description of Property:

Please see attached Warranty Deed for legal description of property. Folio # 33390100013001000001.0

Owner: McDonald's Corporation Address: 10150 Highland Manor Drive, #470 Tampa, FL 33160

Applicant: Address:

Phone: 954-224-1174 Signature: Date: 4/1/2011

I/We hereby request release of the easement described as follows:

Utility easement recorded in Plat Book 1, Page 96; or portion of easement that runs north/south under the existing McDonald's. Please see attached survey for easement location.

Reason(s) for Request: McDonald s is requesting vacation of entire 5 utility easement, but at the least, the portion that runs north/south under the existing/proposed McDonald's restaurant.

Use back of sheet for additional space, if necessary.

MAKE CHECK PAYABLE TO: CITY OF VERO BEACH - $300.00

001. 0000.369. 090100

RECEIVED
APR - 4 2011
City of Vero Beach
Public Works Department

CITY OF VERO BEACH

RELEASE OF EASEMENT REVIEW SUMMARY

Application No.	**2011-RE-0384**
Applicant	**McDonald's Corporation**
Property Address:	**1925 US 1**
Subdivision:	**Fanithia Place**
Parcel No.	**33-39-01-00013-00010-00001.0**
Related Project No.	**2010-SP-0009**

Application Reviewed By:		Do Not Object	Do Not Object with Conditions	Object
COVB Electrical Engineering	X	X		
COVB Water & Sewer	X	X		
COVB Planning & Development	X	X		
AT&T	X	X		
Comcast Cable	X	X		
Florida City Gas Co.	X	X		

Date: **May 6, 2011**

The City of Vero Beach Public Works Department has received a request to abandon the drainage/utility easement(s) on the referenced property. A property description and sketch is attached for your information.

Description of requested easement release:

The South 5' of Lot 3, 4 and 5 and the north 5' of the west 74.85 feet of Tract A, lying within Fanithia Place Subdivision.

The Department of Public Works has reviewed the responses and comments received from the other reviewing departments/agencies and we recommend the following action:

DO NOT OBJECT	X
DO NOT OBJECT WITH COMMENTS	
OBJECT	

Our comments and/or conditions of approval are as follows:

Reviewed by Public Works: _____

Printed Name: David Gay, Chief Surveyor DG

Date of Review: _____

CITY OF VERO BEACH
DEPARTMENT OF PUBLIC WORKS
(772) 978-4870
(772) 978-4879 FAX

To:				
	COVB Electrical Engineering	X	AT&T	X
	COVB Water & Sewer	X	Comcast Cable	X
	COVB Planning & Development	X	Florida City Gas Co.	X

From: David R. Gay, PSM
Chief Surveyor

Date: April 15, 2011

RE: **RELEASE OF EASEMENT REQUEST**

Applicant:	**McDonald's Corporation**
Property Address:	**1925 US 1**
Subdivision:	**Fanithia Place**
Parcel No.	**33-39-01-00013-00010-00001.0**
Application No.	**2010-RE-0381**
Related Project No.	**2010-SP-0009**

The City of Vero Beach Public Works Department is requesting to abandon the drainage/utility easement(s) on the referenced property. A property description and sketch is attached for your information.

Description of requested easement release:

The South 5' of Lot 3, 4 and 5 and the north 5' of the west 74.85 feet of Tract A, lying within Fanithia Place Subdivision.

Please indicate below whether your department/agency approves or disapproves of this action so the information may be considered by the City. Please sign this form and transmit a copy via fax to (772) 978-4879. The original signed form should be returned to the City of Vero Beach Public Works Department at 1053 20th Place, Vero Beach, FL 32960.

DO NOT OBJECT	✓
DO NOT OBJECT WITH CONDITIONS	
OBJECT	

If you OBJECT to this action or DO NOT OBJECT WITH CONDITIONS, please briefly explain why:

Signature of Agency Reviewer: Ted F. Fletcher
Printed Name: Ted Fletcher
Agency: City of Vero Beach Electric
Date of Review 4-18-11

RECEIVED
APR 19 2011
City of Vero Beach
Public Works Department

CITY OF VERO BEACH
DEPARTMENT OF PUBLIC WORKS
(772) 978-4870
(772) 978-4879 FAX

To:				
	COVB Electrical Engineering	X	AT&T	X
	COVB Water & Sewer	X	Comcast Cable	X
	COVB Planning & Development	X	Florida City Gas Co.	X

From: David R. Gay, PSM
Chief Surveyor

Date: April 15, 2011

RE: **RELEASE OF EASEMENT REQUEST**

Applicant:	**McDonald's Corporation**
Property Address:	**1925 US 1**
Subdivision:	**Fanithia Place**
Parcel No.	**33-39-01-00013-00010-00001.0**
Application No.	**2010-RE-0381**
Related Project No.	**2010-SP-0009**

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DO NOT OBJECT	✓
DO NOT OBJECT WITH CONDITIONS	
OBJECT	

If you OBJECT to this action or DO NOT OBJECT WITH CONDITIONS, please briefly explain why:

Signature of Agency Reviewer: Jerry A. Gilbert
Printed Name: JERRY GILBERT
Agency: WATER & SEWER
Date of Review 4-20-11

RECEIVED
APR 19 2011
City of Vero Beach
Public Works Department

CITY OF VERO BEACH
DEPARTMENT OF PUBLIC WORKS
(772) 978-4870
(772) 978-4879 FAX

APR 2011
City of Vero Beach Planning Dept.

To:				
	COVB Electrical Engineering	X	AT&T	X
	COVB Water & Sewer	X	Comcast Cable	X
	COVB Planning & Development	X	Florida City Gas Co.	X

From: David R. Gay, PSM
Chief Surveyor

Date: April 15, 2011

RE: **RELEASE OF EASEMENT REQUEST**

Applicant:	**McDonald's Corporation**
Property Address:	**1925 US 1**
Subdivision:	**Fanithia Place**
Parcel No.	**33-39-01-00013-00010-00001.0**
Application No.	**2010-RE-0381**
Related Project No.	**2010-SP-0009**

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DO NOT OBJECT	✓
DO NOT OBJECT WITH CONDITIONS	
OBJECT	

If you OBJECT to this action or DO NOT OBJECT WITH CONDITIONS, please briefly explain why:

Signature of Agency Reviewer: [signature]
Printed Name: Timothy J McGarry
Agency: Planning & Development
Date of Review 4/18/11

RECEIVED
APR 19 2011
DEPARTMENT of Public

CITY OF VERO BEACH
DEPARTMENT OF PUBLIC WORKS
(772) 978-4870
(772) 978-4879 FAX

To:				
	COVB Electrical Engineering	X	AT&T	X
	COVB Water & Sewer	X	Comcast Cable	X
	COVB Planning & Development	X	Florida City Gas Co.	X

From: David R. Gay, PSM
Chief Surveyor

Date: April 15, 2011

RE: **RELEASE OF EASEMENT REQUEST**

Applicant:	**McDonald's Corporation**
Property Address:	**1925 US 1**
Subdivision:	**Fanithia Place**
Parcel No.	**33-39-01-00013-00010-00001.0**
Application No.	**2010-RE-0381**
Related Project No.	**2010-SP-0009**

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Please indicate below whether your department/agency approves or disapproves of this action so the information may be considered by the City. Please sign this form and transmit a copy via fax to (772) 978-4879. The original signed form should be returned to the City of Vero Beach Public Works Department at 1053 20th Place, Vero Beach, FL 32960.

DO NOT OBJECT	✓
DO NOT OBJECT WITH CONDITIONS	
OBJECT	

If you OBJECT to this action or DO NOT OBJECT WITH CONDITIONS, please briefly explain why:

Signature of Agency Reviewer: CL Adams
Printed Name: Charles L Adams
Agency: Area Manager C&E AT&T - Florida
Date of Review 5/5/2011

RECEIVED
MAY - 5 2011
City of Vero Beach
Public Works Department

CITY OF VERO BEACH
DEPARTMENT OF PUBLIC WORKS
(772) 978-4870
(772) 978-4879 FAX

To:				
	COVB Electrical Engineering	X	AT&T	X
	COVB Water & Sewer	X	Comcast Cable	X
	COVB Planning & Development	X	Florida City Gas Co.	X

From: David R. Gay, PSM
Chief Surveyor

Date: April 15, 2011

RE: **RELEASE OF EASEMENT REQUEST**

Applicant:	**McDonald's Corporation**
Property Address:	**1925 US 1**
Subdivision:	**Fanithia Place**
Parcel No.	**33-39-01-00013-00010-00001.0**
Application No.	**2010-RE-0381**
Related Project No.	**2010-SP-0009**

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Description of requested easement release:

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Please indicate below whether your department/agency approves or disapproves of this action so the information may be considered by the City. Please sign this form and transmit a copy via fax to (772) 978-4879. The original signed form should be returned to the City of Vero Beach Public Works Department at 1053 20th Place, Vero Beach, FL 32960.

DO NOT OBJECT	X
DO NOT OBJECT WITH CONDITIONS	
OBJECT	

If you OBJECT to this action or DO NOT OBJECT WITH CONDITIONS, please briefly explain why:

Signature of Agency Reviewer: Donald C Stephens
Printed Name: Donald C Stephens
Agency: Comcast
Date of Review 4/28/11

RECEIVED
APR 28 2011
City of Vero Beach
Public Works Department

CITY OF VERO BEACH
DEPARTMENT OF PUBLIC WORKS
(772) 978-4870
(772) 978-4879 FAX

To:				
	COVB Electrical Engineering	X	AT&T	X
	COVB Water & Sewer	X	Comcast Cable	X
	COVB Planning & Development	X	Florida City Gas Co.	X

From: David R. Gay, PSM
Chief Surveyor

Date: April 15, 2011

RE: **RELEASE OF EASEMENT REQUEST**

Applicant:	**McDonald's Corporation**
Property Address:	**1925 US 1**
Subdivision:	**Fanithia Place**
Parcel No.	**33-39-01-00013-00010-00001.0**
Application No.	**2010-RE-0381**
Related Project No.	**2010-SP-0009**

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DO NOT OBJECT	X
DO NOT OBJECT WITH CONDITIONS	
OBJECT	

If you OBJECT to this action or DO NOT OBJECT WITH CONDITIONS, please briefly explain why:

Signature of Agency Reviewer: Bill Kreinhagen
Printed Name: BOCK KREINHAGEN
Agency: FLORIDA CITY GAS
Date of Review 4-27-2011

RECEIVED
APR 29 2011
City of Vero Beach
Public Works Department

5-A)

DEPARTMENTAL CORRESPONDENCE

TO: Monte K. Falls, PE
Interim City Manager

FROM: Timothy J. McGarry, AICP
Director of Planning and Development

DATE: May 9, 2011

SUBJECT: **First Reading of a Resolution Establishing Permit Fees for Pain Management Clinic Permits and Related Appeals**

Overview

The attached proposed resolution is requested to be placed on the City Council's May 17, 2011, agenda for First Reading. It is anticipated that on May 17, 2011, the Indian River County Board of County Commissioners will adopt an ordinance establishing regulations and permit procedures governing pain management clinics in unincorporated and incorporated Indian River County.

The goal of the City has been to work with the County to put into place an ordinance that will be effective county-wide in order to better protect our community from unscrupulous and illegal pill mill operators. To that end, upon passage by the Indian River County Commission, this ordinance will be effective throughout the County without further action by the City Council. The adopted County ordinance will require the City staff to review and process permit applications for pain management clinics and appeals. As the City has not established a fee schedule for such permits and related appeals, the City Council needs to adopt a resolution setting these fees.

Background

In conjunction with the adoption of the ordinance regulating pain management clinics, the Board of County Commissioners will consider adopting a fee schedule for the processing and review of permit applications and related appeals. In doing so, the Board of County Commissioners is anticipated to waive all pain management clinic permit fees for the first 60 or so days that the pain management clinic ordinance is in effect.

The proposed County fees schedule proposes the following:

- No charge for initial pain management permit applications submitted on or before July 18, 2011 (62 days after effective date of ordinance)
- A charge of $200 for any pain management clinic application submitted after July 18, 2011.

- A charge of $200 for renewal of a pain management clinic permit.
- A charge of $800 for appeal of pain management clinic permit denials or permit suspension.

Analysis

The Planning and Development staff believes it would preferable to have fees that are uniform with the County's fee schedule. The staff has reviewed the proposed fee schedule and finds that the $200 cost for the initial permit and permit renewals is reasonable and sufficient based on the staff's estimated costs to process and review permit applications. The tasks to perform these tasks are similar to other development review duties normally handled by the staff.

The $800 fee proposed by the County for appeals is higher than the City's fee of $610 (includes advertising for public hearing). However, it may be assumed that such appeals will require more staff time due the need for extensive coordination with law enforcement, the State Health Department, and City Attorney's office and the plain fact that a significant sum of money is at risk for applicants and permit holders. Therefore, the staff finds that a fee of $800 is reasonable and acceptable.

Regarding the waiver of initial application fees, the County Commission established a date of July 18, 2011, which is 62 days after the effective date of the new ordinance. Because of City requirements for a first and second reading for rate resolutions, the City will not be approving its fee schedule until the public hearing on June 7th at the earliest. The proposed resolution establishes a cut-off date of August 8th, which is 62 days from the date the fee schedule was established.

In summary, the staff finds the proposed fee schedule in the proposed resolution will be sufficient to recover the City's anticipated costs to process and review pain management clinic permit applications and related appeals.

Recommendation

The staff recommends that the proposed attached resolution be placed on the City Council's May 17th meeting for First Reading and that it be scheduled and advertised for adoption at a June 7, 2011, public hearing.

TJM/tf
Attachment

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE CITY OF VERO BEACH, FLORIDA, ESTABLISHING FEES ASSOCIATED WITH PAIN MANAGEMENT CLINIC PERMIT APPLICATIONS AND RELATED APPEALS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Indian River County Board of County Commissioners adopted an ordinance on May 17, 2011, regulating pain management clinics in unincorporated and incorporated Indian River County; and

WHEREAS, the ordinance requires the review and processing of pain management clinic applications and appeals by the County for applications within unincorporated Indian River County and by local governments for applications within their respective jurisdictions; and

WHEREAS, the costs to review and process pain management clinic applications and related appeals have been estimated by the City staff; and

WHEREAS, the City Council desires to properly assess the costs to review and process pain management clinic permits and related appeals; and

WHEREAS, the City Council desires to be consistent with the fee schedule approved by Indian River Board of County Commissioners and provide for uniformity in administration of the permit regulations county-wide; and

WHEREAS, the City staff has reviewed the County's fee schedule and finds that such schedule is consistent with the estimated costs for City staff review and processing of pain management clinic applications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERO BEACH, THAT:

Section 1.

In addition to a business tax receipt and all other applicable fees, the following fees are hereby established:

Item		Fee
1.	Initial pain management clinic permit application submitted **on or before August 7, 2011**	No Fee
2.	Pain management clinic permit application submitted **after August 7, 2011**	$200.00
3.	Renewal of pain management clinic permit	$200.00
4.	Appeal of pain management clinic permit denial	$800.00
5.	Appeal of pain management clinic permit suspension	$800.00

Section 2. Conflict and Severability.

In the event any provision of this resolution conflicts with any provision of the Code or any ordinance or resolution of the City of Vero Beach on the subject matter of this resolution, the more strict provision shall apply and supersede. If any provision of this resolution is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this resolution, which shall be deemed separate, distinct, and independent provisions enforceable to the fullest extent possible.

Section 3. Effective Date.

This Resolution shall be effective upon adoption.

****

This Resolution was read for the first time on the _____ day of _____, 2011, and was advertised in the Press Journal on the _____ day of _____, 2011, as being scheduled for a public hearing to be held on the _____ day of _____, 2011, at the

conclusion of which hearing it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted by the following vote:

Mayor Jay Kramer	☐ **Yes**	☐ **No**
Vice Mayor Pilar E. Turner	☐ **Yes**	☐ **No**
Councilmember Brian T. Heady	☐ **Yes**	☐ **No**
Councilmember A. Craig Fletcher	☐ **Yes**	☐ **No**
Councilmember Tracy M. Carroll	☐ **Yes**	☐ **No**

ATTEST:

_____
Tammy K. Vock
City Clerk

CITY OF VERO BEACH, FLORIDA

_____
Jay Kramer
Mayor

Approved as to form and legal sufficiency:

Wayne Coment
Acting City Attorney

Approved as conforming to municipal policy:

Monte K. Falls, PE
Interim City Manager

Approved as to technical requirements:

Timothy J. McGarry, AICP
Planning and Development Director

5-B)

DEPARTMENTAL CORRESPONDENCE

TO: Monte K. Falls, PE
Interim City Manager

FROM: Timothy J. McGarry, AICP
Director of Planning and Development

DATE: May 9, 2011

SUBJECT: **First Reading on Proposed Ordinance to Amend Chapter 65, Article III, Amendments to the Comprehensive Plan and Land Development Regulations of the City Code**

Overview

The Planning and Development staff has prepared a draft ordinance to strengthen, clarify, codify and make consistent review standards for these types of amendments. The draft ordinance reflects changes requested by the Planning and Zoning Board and recommended for approval by that body at a public hearing on May 5, 2011. A staff report regarding the amendments is also attached.

Recommendation

The staff requests that the proposed ordinance be placed on the City Council's May 17, 2011, agenda for First Reading and the advertising of the adoption public hearing for June 7, 2011.

TJM/tf

Attachments

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Jay Kramer and
City Councilmembers

FROM: Timothy J. McGarry, AICP
Director of Planning and Development

DATE: May 9, 2011

SUBJECT: **Proposed Amendments to Chapter 65, Article III, Amendments to Comprehensive Plan and Land Development Regulations of City Code [#Z11-000001-TXT]**

Overview

The draft ordinance proposes changes to existing regulations governing amendments to the comprehensive plan and land development regulations. The purpose of the recommended changes is to strengthen, clarify, codify and make consistent the standards for amendments.

Background

Recent review and discussion of the City's existing application submittal and review procedures for amending the comprehensive plan and land development regulations prompted the proposed changes outlined in the attached ordinance. In particular, the subsection that addressed standards for amendments revealed a need to revise the existing ordinance.

Proposed Amendments

The proposed revisions to the ordinance include a combination of: standards that are used by local governments to regulate land use and apply zoning regulations, and existing principles and standards that are part of the City's application to amend the comprehensive plan and land development regulations.

The proposed amendments, specifically found on pages 4, 5 and 6 of the attached ordinance, address the application submittal and review procedures and, in particular, the standards for amendments to the comprehensive plan and the land development regulations of the Code.

The more substantive proposed revisions to the attached ordinance reduce the advertising, public noticing, and posting requirements from 14 days to 10 days and add standards for review of zoning map amendments and include:

- consistency and compatibility with the comprehensive plan and land development regulations;
- protection of established neighborhoods;

- changes in conditions in the area or vicinity;
- maintenance of adopted level of service for facilities;
- natural environment protection;
- maintenance of orderly and logical development pattern;
- consistency with the public interest; and
- other matters that may be deemed appropriate.

Planning and Zoning Board Action

At its public hearing held on May 5, 2011, the Planning and Zoning Board recommended approval of the attached draft ordinance after making several revisions to the initial draft ordinance, a copy of which has been attached. The most significant revision to the initial draft ordinance was the revising of the advertising, posting, and noticing requirements in Section 65.22(h) from 14 days to 10 days, which was recommended by staff at the public hearing.

Recommendation

The Planning and Zoning Board and staff recommend approval of the draft ordinance by the City Council.

Attachments

ORDINANCE NO. 2011 – _____

AN ORDINANCE OF THE CITY OF VERO BEACH, FLORIDA, AMENDING CHAPTER 65, ARTICLE III, AMENDMENTS TO COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF VERO BEACH; PROVIDING FOR ADDITIONAL STANDARDS FOR AMENDMENTS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City enacted Ordinance 2008-23 in November, 2008, amending Chapter 65, Planning and Zoning Authorities, Special Exceptions, and Amendments of the Vero Beach City Code, which established standards for review of amendments to the Comprehensive Plan and Land Development Regulations; and

WHEREAS, the Planning and Zoning Board held an advertised public hearing on this ordinance and made a recommendation to the City Council; and

WHEREAS, the City Council finds that the amendments provided for in this ordinance are necessary and are in the public interest in order to clarify, make consistent, and codify the standards for amendments to the comprehensive plan and land development regulations; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VERO BEACH, FLORIDA, THAT:

Section 1- Amendment of Chapter 65, Article III.

Chapter 65, Article III, Amendments to Comprehensive Plan and Land Development Regulations, is hereby amended as follows:

ARTICLE III. AMENDMENTS TO COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATIONS

Sec. 65.20. Purpose.

The purpose of this article is to set forth the minimum requirements for processing and considering amendments to the comprehensive plan and part III, land development regulations, of this Code. Unless specifically stated in this article, any reference to "comprehensive plan" shall mean to include the "future land use map" and any reference to "land development regulations" shall mean to include the "official zoning map."

Sec. 65.21. Authority to request amendments.

(a) *Text amendments.* Any person may file an application requesting a text amendment to the comprehensive plan or land development regulations.

(b) *Map amendments.* The city council, planning and zoning board, or planning director, collectively referred to as the "city," may file an application requesting amendments to the official zoning map and future land use map. All other persons may file an application for amendments to the official zoning map or future land use map only if the person is the owner of the subject property or the person has the property owner's written authorization.

Sec. 65.22. Application submittal and review procedures.

(a) *Application.* Where an amendment is proposed by a person other than the city, an application shall be submitted to the planning and development department on a form prescribed by the planning director and accompanied by a nonrefundable filing fee in an amount established from time to time by resolution of the city council to cover processing costs and notice requirements. For map amendments, only contiguous lots or parcels may be included under one application, except for city sponsored amendments.

(b) *Application completeness review.* The planning director shall evaluate the application for completeness within five working days or sooner of its receipt. If the application is determined to be incomplete, the planning director shall notify the applicant in writing specifying the application's deficiencies. The applicant shall thereafter correct the deficiencies and resubmit the application to the planning and development department within 30 days of the date of notification for further review, otherwise the application shall be deemed abandoned unless the planning director grants an extension of such time for good cause. If abandoned, the application shall be returned to the applicant and a copy retained by the planning and development department.

(c) *Application review procedures.* Upon determination of a complete application, the planning director shall prepare a written report based on the applicable

standards of (i) below with findings and recommendations for submittal to the planning and zoning board within 30 days or so of the date the application is determined to be complete. In preparing the written report, the planning director may request review comments from affected city departments and county agencies. Upon completion of the report, the planning director shall cause the application to be advertised and noticed pursuant to (h) below, and placed on the planning and zoning board's next available agenda for public hearing and consideration.

(d) *Planning and zoning board public hearing.* The planning and zoning board shall conduct a public hearing and make its findings and recommendations in writing to the city council based on the standards of (i) below. Subsequent to the planning and zoning board's public hearing, the planning director shall prepare for submittal to the city council a final report including the findings and recommendations of the planning and zoning board, recommendations of the planning and development department, and a draft amending ordinance approved by the city attorney.

(e) *First reading of proposed ordinance before city council.* Upon completion of the final report by the planning director and the draft amending ordinance, the city clerk shall cause the application to be placed on the city council's next available agenda for "First Reading."

(f) *First reading of ordinance before city council.* The city council shall take action as follows on the application at the "First Reading."

(1) If the application is for a city sponsored text or map amendment to the comprehensive plan, a city sponsored text amendment to the land development regulations, or a city sponsored amendment to the official zoning map not requiring a quasi-judicial hearing, the city council shall approve the application or deny the application, with or without changes, to be scheduled for either a transmittal or adoption public hearing(s), as applicable pursuant to F.S. ch. 163.

(2) If the application is for a text or map amendment to the comprehensive plan or a text amendment to the land development regulations sponsored by a person other than the city, the city council shall, without public input or council discussion of the facts or merits of the application, approve the application to be scheduled for either a transmittal or adoption public hearing(s), as applicable pursuant to F.S. ch. 163.

(3) If the application is for an amendment to the official zoning map that requires a quasi-judicial hearing, the city council shall, without public input or council discussion of the facts or merits of the application, approve the application to be scheduled for public hearing(s).

(g) *City council public hearing.* The city council shall conduct a public hearing on the application. Upon conclusion of the final public hearing, the city council shall render a decision to deny, adopt, or adopt with revisions the proposed amending ordinance or transmittal resolution based upon the standards in (i) below.

(h) *Scheduling, advertising, and posting requirements for public hearings.*

(1) The scheduling, advertising, and notification requirements for public hearings on amendment applications shall comply with F.S. chs. 163 and 166 and the supplementary requirements of this article. Planning and zoning board and city council public hearings on proposed amendments shall be advertised in a local paper of general circulation at least ~~14~~ 10 days prior to the public hearing.

(2) Except for city sponsored amendments to bring annexed property under the provisions of the city's land development regulations, any application proposing an amendment to the official zoning map designation for a specific property shall require posting of notice of the planning and zoning board and city council public hearings. The planning and development department shall place the notice on the property no less than ~~14~~ 10 days, prior to the scheduled public hearing. The notice shall be a waterproof and fade proof sign of at least two by three feet in front surface area, which is lettered so as to be easily visible from all public rights-of-way abutting the property. A posting sign shall be placed on each perimeter of the subject property fronting public right-of-way. The specific information to be presented on the sign and the form of the sign shall be prescribed by the planning director.

(3) Except for city sponsored amendments to bring annexed property under the provisions of the city's land development regulations, any application proposing an amendment to the official zoning map designation for a specific property shall require that all owners of real property within 500 feet of the property, which is the subject of the application, be sent notice of the public hearing by regular mail no less than ~~14~~ 10 days from the date of the public hearing before the planning and zoning board. The addresses of the property owners and properties shall be deemed as shown in the county property appraiser's records for purposes of said notice. The content and form of the notice shall be prescribed by the planning director. Failure of any landowner to receive such notice shall not invalidate any of the proceedings hereunder.

(i) *Standards for amendments.* The following are the standards that shall be followed in considering amendments to the comprehensive plan and the land development regulations of this Code:

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(1) The applicant proposing any amendment shall ~~have the burden for~~ justify~~ing~~ the amendment including specific reasons warranting the amendment.

(2) Text amendments to the comprehensive plan shall be consistent with all the applicable requirements of F.S. ch. 163 and internally consistent with the goals, objectives, and policies of all the elements of the comprehensive plan that are not subject of the proposed amendment.

(3) Text amendments to the land development regulations of this Code shall be consistent with the goals, objectives, and policies of all the elements of the comprehensive plan and internally consistent with the purposes, permitted uses, bulk regulations, and other criteria and standards of the land development regulations that are not subject of the proposed amendment.

(4) Amendments to the future land use map shall be consistent with the goals, objectives, and policies of all the elements of the comprehensive plan and all applicable requirements of F.S. ch. 163.

(5) Amendments to the official zoning map shall be consistent with the future land use map; ~~and~~ the goals, objectives, and policies of all the elements of the comprehensive plan; the land development regulations; and zoning district standards and criteria~~, and all applicable requirements of F.S. ch. 163~~. Proposed amendments shall be reviewed based on whether or not the following standards have been met:

a. Consistency with the land use element and all elements of the comprehensive plan, the land development regulations and zoning district standards and criteria;

b. Compatibility with the zoning map designations within the immediate vicinity of the proposed change;

c. Changed conditions to the property, the neighborhood, or the area in the vicinity in which the property is located that warrant an amendment;

d. Maintenance of adopted level of service on roadways, public school facilities, sanitary sewer, potable water, solid waste, drainage, and recreation;

e. Maintenance of an orderly and logical development pattern;

f. Consistency with the public interest, and is in harmony with the purpose and intent of the land development regulations; and

g. Other matters that may be deemed appropriate such as maintenance of police protection, fire protection, and emergency medical services.

(j) *Successive applications.*

(1) No application for an amendment to the comprehensive plan text or land development regulations sponsored by a person other than the city, which has been previously denied by the city, shall be accepted by the planning and development department unless the application is substantially and materially different than the denied application. This prohibition shall run for a period of one year from the date of denial of the previous amendment application.

(2) No application for an amendment to the future land use map or official zoning map to change the designation of a property(ies) sponsored by a person other than the city, which has been previously denied by the city, shall be accepted by the planning and development department for a period of two years from the date of denial of the previous amendment application.

Section 2 - Conflict and Severability.

In the event any provision of this ordinance conflicts with any provision of the Code or any other ordinance or resolution of the City of Vero Beach on the subject matter of this ordinance, the more strict provision shall apply and supersede. If any provision of this ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this ordinance, which shall be deemed separate, distinct, and independent provisions enforceable to the fullest extent possible.

Section 3 - Effective Date.

This ordinance shall become effective upon final adoption by the City Council.

****

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

This Ordinance was read for the first time on the _____day of _____, 2011, and was advertised in the Indian River Press Journal on the _____ day of _____, 2011, as being scheduled for a public hearing to be held on the ____ day of _____, 2011, at the conclusion of which hearing it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted by the following vote:

Mayor Jay Kramer	☐ **Yes**	☐ **No**
Vice Mayor Pilar E. Turner	☐ **Yes**	☐ **No**
Councilmember Brian T. Heady	☐ **Yes**	☐ **No**
Councilmember A. Craig Fletcher	☐ **Yes**	☐ **No**
Councilmember Tracy M. Carroll	☐ **Yes**	☐ **No**

ATTEST:

_____
Tammy K. Vock
City Clerk

Approved as to form and legal sufficiency:

_____
Wayne Coment
Acting City Attorney

Approved as to technical requirements:

_____
Timothy J. McGarry, AICP
Planning and Development Director

CITY OF VERO BEACH, FLORIDA

_____
Jay Kramer
Mayor

Approved as conforming to municipal policy:

_____
Monte K. Falls, PE
Interim City Manager

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

ORDINANCE NO. 2011 – _____

AN ORDINANCE OF THE CITY OF VERO BEACH, FLORIDA, AMENDING CHAPTER 65, ARTICLE III, AMENDMENTS TO COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF VERO BEACH; PROVIDING FOR ADDITIONAL STANDARDS FOR AMENDMENTS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City enacted Ordinance 2008-23 in November, 2008 amending Chapter 65, Planning and Zoning Authorities, Special Exceptions, and Amendments of the Vero Beach City Code, which established standards for review of amendments to the Comprehensive Plan and Land Development Regulations; and

WHEREAS, the Planning and Zoning Board held an advertised public hearing on this ordinance and made a recommendation to the City Council; and

WHEREAS, the City Council finds that the amendments provided for in this ordinance are necessary and are in the public interest in order to clarify, make consistent, and codify the standards for amendments to the comprehensive plan and land development regulations; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VERO BEACH, FLORIDA, THAT:

Section 1- Amendment of Chapter 65, Article III.

Chapter 65, Article III, Amendments to Comprehensive Plan and Land Development Regulations, is hereby amended as follows:

ARTICLE III. AMENDMENTS TO COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATIONS

Sec. 65.20. Purpose.

The purpose of this article is to set forth the minimum requirements for processing and considering amendments to the comprehensive plan and part III, land development regulations, of this Code. Unless specifically stated in this article, any reference to "comprehensive plan" shall mean to include the "future land use map" and any reference to "land development regulations" shall mean to include the "official zoning map."

Sec. 65.21. Authority to request amendments.

(a) *Text amendments.* Any person may file an application requesting a text amendment to the comprehensive plan or land development regulations.

(b) *Map amendments.* The city council, planning and zoning board, or planning director, collectively referred to as the "city," may file an application requesting amendments to the official zoning map and future land use map. All other persons may file an application for amendments to the official zoning map or future land use map only, if the person is the owner of the subject property or the person has the property owner's written authorization.

Sec. 65.22. Application submittal and review procedures.

(a) *Application.* Where an amendment is proposed by a person other than the city, an application shall be submitted to the planning and development department on a form prescribed by the planning director and accompanied by a nonrefundable filing fee in an amount established from time to time by resolution of the city council to cover processing costs and notice requirements. For map amendments, only contiguous lots or parcels may be included under one application, except for city sponsored amendments.

(b) *Application completeness review.* The planning director shall evaluate the application for completeness within five working days or sooner of its receipt. If the application is determined to be incomplete, the planning director shall notify the applicant in writing specifying the application's deficiencies. The applicant shall thereafter correct the deficiencies and resubmit the application to the planning and development department within 30 days of the date of notification for further review, otherwise the application shall be deemed abandoned unless the planning director grants an extension of such time for good cause. If abandoned, the application shall be returned to the applicant and a copy retained by the planning and development department.

(c) *Application review procedures.* Upon determination of a complete application, the planning director shall prepare a written report based on the applicable

standards of (i) below with findings and recommendations for submittal to the planning and zoning board within 30 days or so of the date the application is determined to be complete. In preparing the written report, the planning director may request review comments from affected city departments and county agencies. Upon completion of the report, the planning director shall cause the application to be advertised and noticed pursuant to (h) below, and placed on the planning and zoning board's next available agenda for public hearing and consideration.

(d) *Planning and zoning board public hearing.* The planning and zoning board shall conduct a public hearing and make its findings and recommendations in writing to the city council based on the standards of (i) below. Subsequent to the planning and zoning board's public hearing, the planning director shall prepare for submittal to the city council a final report including the findings and recommendations of the planning and zoning board, recommendations of the planning and development department, and a draft amending ordinance approved by the city attorney.

(e) *First reading of proposed ordinance before city council.* Upon completion of the final report by the planning director and the draft amending ordinance, the city clerk shall cause the application to be placed on the city council's next available agenda for "First Reading."

(f) *First reading of ordinance before city council.* The city council shall take action as follows on the application at the "First Reading."

(1) If the application is for a city sponsored text or map amendment to the comprehensive plan, a city sponsored text amendment to the land development regulations, or a city sponsored amendment to the official zoning map not requiring a quasi-judicial hearing, the city council shall approve the application or deny the application, with or without changes, to be scheduled for either a transmittal or adoption public hearing(s), as applicable pursuant to F.S. ch. 163.

(2) If the application is for a text or map amendment to the comprehensive plan or a text amendment to the land development regulations sponsored by a person other than the city, the city council shall, without public input or council discussion of the facts or merits of the application, approve the application to be scheduled for either a transmittal or adoption public hearing(s), as applicable pursuant to F.S. ch. 163.

(3) If the application is for an amendment to the official zoning map that requires a quasi-judicial hearing, the city council shall, without public input or council discussion of the facts or merits of the application, approve the application to be scheduled for public hearing(s).

(g) *City council public hearing.* The city council shall conduct a public hearing on the application. Upon conclusion of the final public hearing, the city council shall render a decision to deny, adopt, or adopt with revisions the proposed amending ordinance or transmittal resolution based upon the standards in (i) below.

(h) *Scheduling, advertising, and posting requirements for public hearings.*

(1) The scheduling, advertising, and notification requirements for public hearings on amendment applications shall comply with F.S. chs. 163 and 166 and the supplementary requirements of this article. Planning and zoning board and city council public hearings on proposed amendments shall be advertised in a local paper of general circulation at least 14 days prior to the public hearing.

(2) Except for city sponsored amendments to bring annexed property under the provisions of the city's land development regulations, any application proposing an amendment to the official zoning map designation for a specific property shall require posting of notice of the planning and zoning board and city council public hearings. The planning and development department shall place the notice on the property no less than 14 days, prior to the scheduled public hearing. The notice shall be a waterproof and fade proof sign of at least two by three feet in front surface area, which is lettered so as to be easily visible from all public rights-of-way abutting the property. A posting sign shall be placed on each perimeter of the subject property fronting public right-of-way. The specific information to be presented on the sign and the form of the sign shall be prescribed by the planning director.

(3) Except for city sponsored amendments to bring annexed property under the provisions of the city's land development regulations, any application proposing an amendment to the official zoning map designation for a specific property shall require that all owners of real property within 500 feet of the property, which is the subject of the application, be sent notice of the public hearing by regular mail no less than 14 days from the date of the public hearing before the planning and zoning board. The addresses of the property owners and properties shall be deemed as shown in the county property appraiser's records for purposes of said notice. The content and form of the notice shall be prescribed by the planning director. Failure of any landowner to receive such notice shall not invalidate any of the proceedings hereunder.

(i) *Standards for amendments.* The following are the standards that shall be followed in considering amendments to the comprehensive plan and the land development regulations of this Code:

(1) The applicant proposing any amendment shall ~~have the burden for~~ justify~~ing~~ the amendment including specific reasons warranting the amendment.

(2) Text amendments to the comprehensive plan shall be consistent with all the applicable requirements of F.S. ch. 163 and internally consistent with all elements and goals, objectives, and policies of the comprehensive plan that are not subject of the proposed amendment.

(3) Text amendments to the land development regulations of this Code shall be consistent with all elements and the goals, objectives, and policies of the comprehensive plan and internally consistent with the purposes, permitted uses, bulk regulations, and other criteria and standards of the land development regulations that are not subject of the proposed amendment.

(4) Amendments to the future land use map shall be consistent with all elements and the goals, objectives, and policies of the comprehensive plan and all applicable requirements of F.S. ch. 163.

(5) Amendments to the official zoning map shall be consistent with the future land use map, all elements and the goals, objectives, and policies of the comprehensive plan, land development regulations and zoning district standards and criteria~~, and all applicable requirements of F.S. ch. 163~~. Proposed amendments shall be reviewed based on whether or not the following standards have been met:

a. Consistency with the land use element and all elements of the comprehensive plan, the land development regulations and zoning district standards and criteria;

b. Compatibility with the zoning map designations within the immediate vicinity of the proposed change and no undesirable changes to established residential neighborhoods;

c. Changed conditions to the property or the neighborhood or the area in the vicinity in which the property is located that warrant an amendment;

d. Maintenance of adopted level of service on roadways, public school facilities, sanitary sewer, potable water, solid waste, drainage, and recreation;

e. No potential significant adverse impacts on the natural environment;

f. Maintenance of an orderly and logical development pattern;

g. Consistency with the public interest, and is in harmony with the purpose and interest of the land development regulations; and

h. Other matters that may be deemed appropriate such as maintenance of police protection, fire protection, and emergency medical services.

(j) *Successive applications.*

(1) No application for an amendment to the comprehensive plan text or land development regulations sponsored by a person other than the city, which has been previously denied by the city, shall be accepted by the planning and development department unless the application is substantially and materially different than the denied application. This prohibition shall run for a period of one year from the date of denial of the previous amendment application.

(2) No application for an amendment to the future land use map or official zoning map to change the designation of a property(ies) sponsored by a person other than the city, which has been previously denied by the city, shall be accepted by the planning and development department for a period of two years from the date of denial of the previous amendment application.

Section 2 - Conflict and Severability.

In the event any provision of this ordinance conflicts with any other provision of this Code or any other ordinance or resolution of the City of Vero Beach on the subject matter of this ordinance, the more strict provision shall apply and supersede. If any provision of this ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this ordinance, which shall be deemed separate, distinct, and independent provisions enforceable to the fullest extent possible.

Section 3 - Effective Date.

This ordinance shall become effective upon final adoption by the City Council.

****

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

This Ordinance was read for the first time on the _____day of _____, 2011, and was advertised in the Indian River Press Journal on the _____ day of _____, 2011, as being scheduled for a public hearing to be held on the ____ day of _____, 2011, at the conclusion of which hearing it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted by the following vote:

Mayor Jay Kramer	☐ **Yes**	☐ **No**
Vice Mayor Pilar E. Turner	☐ **Yes**	☐ **No**
Councilmember Brian T. Heady	☐ **Yes**	☐ **No**
Councilmember A. Craig Fletcher	☐ **Yes**	☐ **No**
Councilmember Tracy M. Carroll	☐ **Yes**	☐ **No**

ATTEST:

_____
Tammy K. Vock
City Clerk

Approved as to form and legal sufficiency:

_____
Wayne Coment
Acting City Attorney

Approved as to technical requirements:

_____
Timothy J. McGarry, AICP
Planning and Development Director

CITY OF VERO BEACH, FLORIDA

_____
Jay Kramer
Mayor

Approved as conforming to municipal policy:

_____
Monte K. Falls, PE
Interim City Manager

CODING: Words ~~stricken~~ are deletions; words <u>underlined</u> are additions.

5-C)

DEPARTMENTAL CORRESPONDENCE

TO: Monte K. Falls, PE
Interim City Manager

FROM: Timothy J. McGarry, AICP
Director of Planning and Development

DATE: May 6, 2011

SUBJECT: **First Reading on a Transmittal Resolution and Two Ordinances Amending the Text of the Comprehensive Plan to be Submitted to the Florida Department of Community Affairs (DCA)**

Overview

The attached proposed Transmittal Resolution and draft ordinances amending the text of the Comprehensive Plan are requested to be placed on the City Council's agenda for First Reading under a single agenda item. The staff sponsored text amendments to the Comprehensive Plan are as follows:

- Amendment to Policy 1.15 of the Land Use Element to guide the rezoning of properties within the Residential Low (RL) future land use classification.
- Amendment to Policy 1.1 of the Traffic Circulation Element and Table 9.1 of the Capital Improvements Element to revise the Level of Service standard from "D" to "D" plus 30% for the segment of SR A1A from 17th Street to the South City Limits

The staff reports for each proposed text amendment provide the background information and analyses are provided in Attachment A (Amendment to Policy 1.15) and Attachment B (Amendment to Revise Level of Service on SR AIA).

The Planning and Zoning Board recommended unanimous approval of the proposed comprehensive plan amendments at an advertised public hearing held on May 5, 2011.

Recommendation

The staff recommends that the transmittal resolution and draft ordinances be placed on the City Council's May 17, 2011, agenda for First Reading and the advertising of the transmittal hearing for the regularly scheduled City Council meeting on June 7, 2011.

TJM/tf
Attachments

RESOLUTION NO. 2011 – ___

A RESOLUTION OF THE CITY OF VERO BEACH, FLORIDA, APPROVING THE TRANSMITTAL TO THE STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS OF PROPOSED CITY OF VERO BEACH COMPREHENSIVE PLAN TEXT AMENDMENTS TO THE LAND USE ELEMENT, TRAFFIC CIRCULATION ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the City of Vero Beach Comprehensive Plan on July 21, 1992; and

WHEREAS, the Planning and Zoning Board, acting as the Local Planning Agency, held a public hearing on the comprehensive plan amendment request on May 5, 2011, after due public notice; and

WHEREAS, the Planning and Zoning Board made a recommendation of approval to the City Council; and

WHEREAS, the Vero Beach City Council held a transmittal public hearing on _____, after advertising pursuant to F.S. 163.3184(15)(b)(1); and

WHEREAS, the City Council announced at the transmittal public hearing the intention to hold and advertise a final public hearing at the adoption stage of the plan amendment process.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERO BEACH, FLORIDA, THAT:

Section 1. Comprehensive Plan Amendments (Transmittal Phase)

The following proposed amendments, attached as Exhibit One and Exhibit Two, are approved for transmittal by the Planning and Development Director of the City of

Vero Beach, Florida, to the State of Florida Department of Community Affairs for review.

Section 2 - Conflict and Severability.

In the event any provision of this resolution conflicts with any provision of the Code or any other ordinance or resolution of the City of Vero Beach on the subject matter of this resolution, the more strict provision shall apply and supersede. If any provision of this resolution is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this resolution, which shall be deemed separate, distinct, and independent provisions enforceable to the fullest extent possible.

Section 3. Effective Date.

This Resolution shall be effective upon adoption.

This Resolution was read for the first time on the _____ day of _____, 2011, and was advertised in the Press Journal on the _____ day of _____, 2011, as being scheduled for a public hearing to be held on the _____ day of _____, 2011, at the conclusion of which hearing it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted by the following vote:

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

Mayor Jay Kramer	☐ **Yes**	☐ **No**
Vice Mayor Pilar E. Turner	☐ **Yes**	☐ **No**
Councilmember Brian T. Heady	☐ **Yes**	☐ **No**
Councilmember Craig Fletcher	☐ **Yes**	☐ **No**
Councilmember Tracy M. Carroll	☐ **Yes**	☐ **No**

ATTEST:

Tammy K. Vock
City Clerk

CITY OF VERO BEACH, FLORIDA

Jay Kramer
Mayor

Approved as to form and legal sufficiency:

Wayne Coment
Acting City Attorney

Approved as conforming to municipal policy:

Monte K. Falls, PE
Interim City Manager

Approved as to technical requirements:

Timothy J. McGarry, AICP
Planning and Development Director

ORDINANCE NO. 2011 – ____

AN ORDINANCE OF THE CITY OF VERO BEACH, FLORIDA, AMENDING THE TEXT OF THE LAND USE ELEMENT OF THE CITY OF VERO BEACH COMPREHENSIVE PLAN BY REVISING POLICY 1.15 GOVERNING THE RELATIONSHIP BETWEEN FUTURE LAND USE DESIGNATIONS AND ZONING DISTRICTS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the City of Vero Beach Comprehensive Plan on July 21, 1992; and

WHEREAS, Sections 163.3184, 163.3187 and 163.3189 Florida Statutes and Chapter 9J-5 Florida Administrative Code provides authority to adopt this Ordinance amending the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Board, acting as the Local Planning Agency, held a public hearing on the comprehensive plan amendments request on May 5, 2011, after due public notice; and

WHEREAS, the Planning and Zoning Board made a recommendation that the City Council adopt the comprehensive plan amendments in Exhibit A of the initial draft adoption ordinance and transmit same to the Florida Department of Community Affairs; and

WHEREAS, the Vero Beach City Council held a Transmittal Public Hearing on June 7, 2011, after advertising pursuant to F.S. 163.3184(15)(b)(1); and

WHEREAS, the City Council approved the transmittal of the comprehensive plan amendment to the Florida Department of Community Affairs for review; and

WHEREAS, the City Council announced at the transmittal public hearing the intention to hold and advertise a final public hearing at the adoption stage of the plan amendment; and

WHEREAS, the Florida Department of Community Affairs received the Comprehensive Plan Amendment on _____, pursuant to F.S. 163.3184(4); and

WHEREAS, the Florida Department of Community Affairs reported a finding of _____following review of the proposed Comprehensive Plan amendment and documented the same in correspondence dated _____; and

WHEREAS, the Vero Beach City Council held a Comprehensive Plan Amendment Adoption Public Hearing on _____, after advertising pursuant to F.S. 163.3184(15)(b);

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VERO BEACH, FLORIDA, THAT:

Section 1. Comprehensive Plan Amendment Adoption and Transmittal

The amendment to the Vero Beach Comprehensive Plan identified in Section 2 is hereby adopted, and three (3) copies are to be transmitted to the State of Florida Department of Community Affairs and one (1) copy each is to be transmitted to the Treasure Coast Regional Planning Council and Indian River County.

Section 2. Amendment to Land Use Element

Policy 1.15 of the Land Use Element is hereby amended as follows:

"1.15 ~~The City shall regulate land use categories depicted in the Future Land Use Map by establishing compatible zoning districts in the land development regulations. In Land Use Table 1.11, the relationship between land use designations and zoning districts is summarized and shall be used as a guide.~~ The City shall rezone land consistent with Table 1.11, Relationship Between Land Use Designation and Zoning Districts. The City recognizes that not every zoning district allowed within a land use designation is appropriate for every site within that designation. Therefore, the City may deny a rezoning request, even if the requested zoning district is consistent with a site's land use designation, if the request does not meet zoning map amendment standards of the land development regulations or other legitimate public purpose.

Additionally, any purposed rezoning of a parcel from R-1AA to R-1A or R-1, or R-1A to R-1 shall be appropriate only if the parcel is adjacent to a non-RL designated property or is adjacent to a residentially zoned single family district of the same or higher density as proposed for the subject parcel."

Section 3. Authorization to Transmit Plan Amendment

The City Planning and Development Director is directed to transmit a certified copy hereof to the authorities designated under Section 163.3184(3) Florida Statutes, and proceed herewith in accordance with the provisions of Chapter 163, Part II, Florida Statutes.

Section 4 - Conflict and Severability.

In the event any provision of this ordinance conflicts with any provision of the Code or any other ordinance or resolution of the City of Vero Beach on the subject matter of this ordinance, the more strict provision shall apply and supersede. If any provision of this ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this ordinance, which shall be deemed separate, distinct, and independent provisions enforceable to the fullest extent possible.

Section 5. Effective Date

The effective date of this ordinance and, therefore, these plan amendments shall be the date a final order is issued by the Florida Department of Community Affairs or Administration Commission finding the amendments in compliance with Section 163.3184(1)(b), Florida Statutes, whichever occurs earlier.

This Ordinance was read for the first time on the _____day of _____, 2011, and was advertised in the Press Journal on the ____ day of _____, 2011,

as being scheduled for a public hearing to be held on the ____ day of _____, 2011, at the conclusion of which hearing it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted by the following vote:

Mayor Jay Kramer	☐ **Yes**	☐ **No**
Vice Mayor Pilar E. Turner	☐ **Yes**	☐ **No**
Councilmember Brian T. Heady	☐ **Yes**	☐ **No**
Councilmember Craig Fletcher	☐ **Yes**	☐ **No**
Councilmember Tracy M. Carroll	☐ **Yes**	☐ **No**

ATTEST:

_____
Tammy K. Vock
City Clerk

CITY OF VERO BEACH, FLORIDA

_____
Jay Kramer
Mayor

Approved as to form and legal sufficiency:

Wayne Coment
Acting City Attorney

Approved as conforming to municipal policy:

Monte K. Falls, PE
Interim City Manager

Approved as to technical requirements:

Timothy J. McGarry, AICP
Planning and Development Director

ORDINANCE NO. 2011 – ____

AN ORDINANCE OF THE CITY OF VERO BEACH, FLORIDA, AMENDING THE TEXT OF THE TRAFFIC CIRCULATION ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF VERO BEACH COMPREHENSIVE PLAN BY REVISING THE LEVEL OF SERVICE STANDARD FOR A SEGEMENT OF STATE ROUTE A1A FROM 17TH STREET TO THE SOUTH CITY LIMITS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the City of Vero Beach Comprehensive Plan on July 21, 1992; and

WHEREAS, Sections 163.3184, 163.3187 and 163.3189 Florida Statutes and Chapter 9J-5 Florida Administrative Code provides authority to adopt this Ordinance amending the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Board, acting as the Local Planning Agency, held a public hearing on the comprehensive plan amendments request on May 5, 2011, after due public notice; and

WHEREAS, the Planning and Zoning Board made a recommendation that the City Council adopt the Comprehensive Plan amendments in Exhibit A of the initial draft adoption ordinance and transmit same to the Florida Department of Community Affairs; and

WHEREAS, the Vero Beach City Council held a Transmittal Public Hearing on June 7, 2011, after advertising pursuant to F.S. 163.3184(15)(b)(1); and

WHEREAS, the City Council approved the transmittal of the Comprehensive Plan amendment to the Florida Department of Community Affairs for review; and

WHEREAS, the City Council announced at the transmittal public hearing the intention to hold and advertise a final public hearing at the adoption stage of the plan amendment; and

WHEREAS, the Florida Department of Community Affairs received the Comprehensive Plan Amendment on _____, pursuant to F.S. 163.3184(4); and

WHEREAS, the Florida Department of Community Affairs reported a finding of _____following review of the proposed Comprehensive Plan amendment and documented the same in correspondence dated _____; and

WHEREAS, the Vero Beach City Council held a Comprehensive Plan Amendment Adoption Public Hearing on _____, after advertising pursuant to F.S. 163.3184(15)(b);

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VERO BEACH, FLORIDA, THAT:

Section 1. Comprehensive Plan Amendment Adoption and Transmittal

The amendments to the Vero Beach Comprehensive Plan identified in Sections 2 and 3 are hereby adopted, and three (3) copies are to be transmitted to the State of Florida Department of Community Affairs and one (1) copy each is to be transmitted to the Treasure Coast Regional Planning Council and Indian River County.

Section 2. Amendment to Transportation Circulation Element

Policy 1.1 of the Transportation Circulation Element is hereby amended as follows:

"1.1 The operating level of service standards for roadways shall be Level of Service "D" (Peak Hour/Peak Season/Peak Direction) or better on all arterial and collector roadways and Level of Service "E" (Peak Hour/Peak

Season/Peak Direction) or better for all other roadways, except for the following:

- 27th Avenue from South City Limits to State Route 60 –"E" plus 20%.
- State Route A1A from State Route 60 to North City Limits – "D" plus 30%.
- State Route A1A from 17th Street to South City Limits – "D" plus 30%."

Section 3. Amendment of Capital Improvements Element

Table 9.1, Level of Service Standards (LOS) of the Capital Improvements Element is hereby amended as follows:

"Roads

Arterials and Collectors*	Level of Service D (Peak Hour/Peak Season/Peak Direction)
All Other Roadways	Level of Service E (Peak Hour/Peak Season/Peak Direction)
*Except the following roads:	
• 27th Avenue from South City Limits	Level of Service E (Peak Hour/Peak Season/ Peak Direction) plus 20%
• State Route A1A from State Route to North City Limits	Level of Service D (Peak 60 Hour/Peak Season/ Peak Direction) plus 30%"
• State Route A1A from 17th Street South City Limits	Level of Service D (Peak Hour/Peak Season/Peak Direction) plus 30%"

Section 4. Authorization to Transmit Plan Amendments

The City Planning and Development Director is directed to transmit a certified copy hereof to the authorities designated under Section 163.3184(3) Florida Statutes, and

proceed herewith in accordance with the provisions of Chapter 163, Part II, Florida Statutes.

Section 5 - Conflict and Severability.

In the event any provision of this ordinance conflicts with any provision of the Code or any other ordinance or resolution of the City of Vero Beach on the subject matter of this ordinance, the more strict provision shall apply and supersede. If any provision of this ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this ordinance, which shall be deemed separate, distinct, and independent provisions enforceable to the fullest extent possible.

Section 6. Effective Date

The effective date of this ordinance and, therefore, these plan amendments shall be the date a final order is issued by the Florida Department of Community Affairs or Administration Commission finding the amendments in compliance with Section 163.3184(1)(b), Florida Statutes, whichever occurs earlier.

This Ordinance was read for the first time on the _____day of _____, 2011, and was advertised in the Press Journal on the ____ day of _____, 2011, as being scheduled for a public hearing to be held on the ____ day of _____, 2011, at the conclusion of which hearing it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted by the following vote:

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

Mayor Jay Kramer	☐ **Yes**	☐ **No**
Vice Mayor Pilar E. Turner	☐ **Yes**	☐ **No**
Councilmember Brian T. Heady	☐ **Yes**	☐ **No**
Councilmember Craig Fletcher	☐ **Yes**	☐ **No**
Councilmember Tracy M. Carroll	☐ **Yes**	☐ **No**

ATTEST:

Tammy K. Vock
City Clerk

CITY OF VERO BEACH, FLORIDA

Jay Kramer
Mayor

Approved as to form and legal sufficiency:

Wayne Coment
Acting City Attorney

Approved as conforming to municipal policy:

Monte K. Falls, PE
Interim City Manager

Approved as to technical requirements:

Timothy J. McGarry, AICP
Planning and Development Director

ATTACHMENT A

POLICY 1.15 AMENDMENT

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Jay Kramer and
City Councilmembers

FROM: Timothy J. McGarry, AICP
Director of Planning and Development

DATE: May 6, 2011

SUBJECT: **Proposed Text Amendment to the Land Use Element of the Comprehensive Plan by Revising Policy 1.15 to Strengthen Criteria Regarding Rezoning Requests of RL Designated Properties; #C11-000002-CLP-TXT**

Overview

The Planning and Development staff has prepared a proposed amendment to the Land Use Element of the Comprehensive Plan to fill a policy gap needed to guide the rezoning of properties within the RL designation. The proposed amendment, which revises Policy 1.15 (attached as Exhibit One), is based on the concept recommend by the Planning and Zoning Board and staff and approved by the City Council at its March 15, 2011, regularly scheduled meeting.

Data and Analysis

In accordance with 9J-11.007, Florida Administrative Code (FAC), all proposed comprehensive plan amendments are required to be supported by data and analysis similar to the original comprehensive. As this specific proposed amendment is related specifically to policy issues, the analyses presented in the following sections is limited to a discussion of the problems with the current policies regarding rezoning of properties designated RL.

Issue Background. During the public hearing to consider the change in the Future Land Use designation for the former St. Edward's school property in the historic Riomar neighborhood on the barrier island, nearby residents came forward with concerns regarding the future use of the property.[1] Their concerns were that once the property was designated Residential Low (RL) it would be easier for a future owner to move forward with the rezoning of the property from its current R-1AA designation to a higher density single family zoning classification within the RL designation as the City Council would have difficulty defending any legal challenge to its denial of such a request.[2]

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[1] Prior to its re-designation, the 5.74-acre former St. Edward's Lower School property was designated GU (Government/Institutional/Public Use) and zoned R-1AA. The former GU designation in combination with the R-1AA zoning, severely limited the use of the property to educational and public utilities uses. The former school property is located in the middle of the Riomar neighborhood and is surrounded by R-1AA zoned properties.

[2] Pursuant to Policy 1.15 and Table 1.11 of the Land Use Element, the following three single family zoning districts are allowable under the RL designation: R-1 (minimum 7,500 square foot lots); R-1A (minimum 10,000 square foot lots); and R-1AA (minimum 15,000 square foot lots).

Based on the *Board of County Commissioners of Brevard County v. Snyder, 627 So.2d 469 (Fla. 1993)* case, the concern is that existing policies in the Comprehensive Plan make it too easy for a property owner to meet the burden of proof threshold that the proposed rezoning is consistent with the City's Comprehensive Plan. As three different single family residential zoning districts are consistent with the Residential Low (RL) designation, it would appear that the burden of proof could be easily met. The burden would then shift to the City Council to demonstrate that a decision to deny a rezoning request is not arbitrary, discriminatory, or unreasonable supported by substantial, competent evidence and that such a denial constitutes a legitimate public purpose.

A decision by a local governing body regarding a change in a future land use designation or consistency with the policies of the Comprehensive Plan is considered legislative in nature governed by the "fairly debatable" standard of judicial review. Under this standard, it is easier for a local governing body to defend its denial of a request for a future land use change than the more strict "quasi-judicial" review requirements applied to a rezoning that is demonstrated to be consistent with the Comprehensive Plan. The decision to grant or deny a rezoning request must be based upon competent, substantial evidence subject to strict judicial scrutiny rather the more liberal "fairly debatable" standard used by the courts to review legislative decisions.

In response to the resident's concerns regarding the City's ability to protect the historic Riomar neighborhood from the intrusion of incompatible, higher density residential uses, the City Council directed staff to review existing policies of the Comprehensive Plan. Based on this review, the staff was to prepare one or more options for amendments to the Comprehensive Plan that would strengthen the City's legal position regarding rezoning of RL designated properties for consideration by City Council.

Policy Background. Policy 1.4 of the Land Use Element of the Comprehensive Plan establishes and describes the RL Future Land Use classification. This designation is for low-density single family dwellings on individual lots along with supportive and complementary uses that serve this type of low-density development. Policy 1.14 adopts in Table 1.10 densities of up to 6 dwelling units per acre for RL designated parcels.

Policy 1.15 of the Land Use Element of the Comprehensive Plan establishes in Table 1.11 a matrix depicting which zoning districts are appropriate or consistent under each specific future land use classification. This table shows that R-1 (less than 5.8 units/acre), R-1A (less than 4.3 units/acre) and R-1AA (less than 2.9 units/acre) are consistent with the RL designation.

The RL designation is the predominate land use classification in the City of Vero Beach. However, the only areas currently zoned R-1AA are on the barrier island in the Riomar, Riomar Bay, Indian Bay, Indian Bay Point, Riomar Cove, and Pelican Cove subdivisions.

Based on available records, the location and acreage of RL designated properties within the City have not changed since the current Comprehensive Plan was adopted in 1992. Within R-1AA zoned areas, all properties are platted with single family lots, except for the 94-acre Riomar Country Club and the former St. Edward's Lower School property (5.74 acres). Few platted lots are vacant.

As far as the staff can determine, excluding the Dodger Pines property, the City has never had the occasion to consider a request to rezone any RL designated parcel to a higher density zoning classification within the RL designation during the 20-year term of the current Comprehensive Plan. Except for potential situations regarding unplatted lots in the R-1AA districts on the barrier island, it is unlikely that the City will have any cause to do so in the foreseeable future as most of these properties are platted and developed with single family dwellings.

Evaluation of Current Policies. The staff reviewed and evaluated the relevant objective and policies of the Land Use Element of the Comprehensive Plan that must be met to demonstrate a rezoning request's consistency with the Comprehensive Plan. The results of this evaluation are described below:

- *Policy 1.15: The City shall regulate land use categories depicted in the Future Land Use Map by establishing compatible zoning districts in the land development regulations. In Land Use Table 1.11, the relationship between land use designations and zoning districts is summarized and shall be used as a guide.*

  Evaluation: The language is too broad and permissive regarding application of zoning districts to specific Future Land Use classifications and needs to be more prescriptive. It provides little policy guidance for determining the appropriate zoning district in specific situations, especially as many of the land use designations, including RL, have multiple zoning districts. The problem is further compounded by the lack of specific locational criteria for the zoning districts in the Comprehensive Plan and the conflicting and duplicative descriptions of the land use designations in the Comprehensive Plan.[3] Therefore, as written, showing consistency of a proposed rezoning with this policy is fairly easy to demonstrate and difficult for the City to contest, even under the "fairly debatable" review standard.

- *Objective 3: The City shall establish and maintain land use/development regulations that will reduce and prevent land uses that are inconsistent with community character and incompatible with adjacent development.*

  Policy 3.1: Residential neighborhoods shall be protected and/or buffered against encroachment from higher density residential uses and from commercial uses.

  Policy 3.5: Development shall be planned and regulated in such a manner to provide for an orderly transition from low intensity/density uses to higher intensity/density uses.

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[3] This problem was identified in the City's adopted and recently DCA approved Evaluation and Appraisal Report. The Planning staff intends to comprehensively address this deficiency in the EAR-based amendments to the Comprehensive Plan. This proposed Comprehensive Plan text amendment is intended to only address the immediate concerns raised regarding the rezoning of RL designated properties.

Evaluation: Although not specifically written to apply to rezoning requests, Policies 3.1 and 3.5 would be applied in addressing any change in the rezoning of RL designated properties. However, these policies are written to support an objective (Objective 3) calling for the City to "establish and maintain land development regulations that will reduce and prevent land uses that are inconsistent with community character and incompatible with adjacent development." Although, the staff believe that one can make a convincing argument that any "rezoning" is an essential element of such "maintenance" of land development regulations, this assertion may be subject to legal challenge in a court of law as the language lacks sufficient clarity.

In summary, the staff finds that amendments to the Comprehensive Plan are warranted to provide a firmer and more legally defensible decision making framework for evaluating the consistency of rezoning requests for RL designated properties with the Comprehensive Plan.[4]

Options Considered. The staff identified two basic options. The first option was to establish a new Future Land Use classification of Residential Very Low (RVL) which would be applied only to properties currently zoned R-1AA. The other option was to create a new policy(ies) or revise existing policy(ies) to include specific location criteria for the rezoning of RL designated properties to another single family zoning district allowed under that designation and other revisions necessary to strengthen policy language regarding rezonings.

Upon recommendation of both the Planning staff and Planning and Zoning Board the option to establish a new Future Land Use classification was dismissed by the City Council for the following reasons:

1. The option is too complicated and difficult to understand and would require both a major amendment and various text amendments.

2. The requirement for a major map amendment that would re-designated many properties outside the Riomar neighborhood appears to be out of proportion to the extent of the potential problem which for all intent and purposes is focused on only two properties, St. Edward's School and Riomar Country Club.

3. Potential public relation issues may arise due to lack of understanding among the general public regarding the relationship between future land use and zoning designations.

4. Another Future Land Use classification only further complicates the plan and works to further segregate and divide specific land uses from each other, which may not be desirable over the long-term.

[4] In a related effort, the City staff has prepared a proposed amendment to the City's Land Development Regulations to specifically codify standards that must be met in a rezoning.

5. A Future Land Use classification which has only one zoning district may raise potential legal challenges as it may blur the distinction between legislative and quasi-judicial decisions in situations where it is applied to a small area or parcel.

The second option, creation of a new policy(ies) or revision of existing policy(ies), was considered the preferred option by staff, the Planning and Zoning Board, and City Council for the following reasons:

1. It is easier to understand and less complicated than the first option and doesn't require a major map amendment that impacts over 370 parcels.

2. It addresses the specific problem in a more direct and less intrusive manner than Option 1.

3. The option can be applied to the rezoning of all RL designated parcels, not solely those zoned R-1AA as under the first option.

Proposed Amendment

Based on the City Council's direction, the staff has prepared an amendment that revises existing Policy 1.15 (see Exhibit One). The proposed amendment deletes the existing language of Policy 1.15 and replaces it with new language that:

1. Requires any rezoning of land be consistent with the appropriate land use designation in Table 1.11, which replaces the language that refers to using this table as a "guide;"

2. Recognizes that not every zoning district allowed under a land use designation is appropriate for every site within that designation, which strengthens the policy basis to deny rezoning of properties in inappropriate locations;

3. Specifies rezoning requests may be denied even if consistent with that site's land use designation if the request does not meet zoning map amendment standards or other legitimate purpose; and

4. Establishes criteria for rezoning of RL property that eliminates the potential for "spot" zoning or intrusion of higher density single family development in established lower density single family areas.

Consistency with Comprehensive Plan

This proposed amendment must be found to be internally consistent with the Vero Beach Comprehensive Plan as required by Chapter 163, Florida Statutes and Section 65.22 of the Vero

Beach Code. The following are the pertinent objectives and policies in the Land Use Element to which this amendment is consistent.

- Objective 1: *The City shall regulate future development and redevelopment to maintain the character of the community and protect the natural resources by providing for the compatible distribution of land uses consistent with the designations shown on the Future Land Use Map.*

- *Objective 3: The City shall establish and maintain land use/development regulations that will reduce and prevent land uses that are inconsistent with community character and incompatible with adjacent development.*

- *Policy 3.1: Residential neighborhoods shall be protect and/or buffered against encroachment from higher density residential uses and from commercial uses.*

- *Policy 3.5: Development shall be planned and regulated in such a manner to provide for an orderly transition from low intensity/density uses to higher intensity/density uses.*

Findings

Based upon the analysis above, the staff finds that the proposed amendment is internally consistent with relevant objective and policies of the Comprehensive Plan and compliant with Florida Statutes and the text amendments requirements of the City Code.

Planning and Zoning Board Action

At a May 5, 2011, public hearing, the Planning and Zoning Board unanimously approved the staffs findings and recommended approval of the draft text amendment by the City Council.

Recommendation

The staff and the Planning and Zoning Board recommend adoption of the proposed text amendment by the City Council.

TJM/tf

Exhibit

EXHIBIT ONE
AMENDMENTS TO THE
LAND USE ELEMENT OF THE
CITY OF VERO BEACH COMPREHENSIVE

Policy 1.15 is hereby amended to read as follows:

"1.15 ~~The City shall regulate land use categories depicted in the Future Land Use Map by establishing compatible zoning districts in the land development regulations. In Land Use Table 1.11, the relationship between land use designations and zoning districts is summarized and shall be used as a guide.~~ The City shall rezone land consistent with Table 1.11, Relationship Between Land Use Designation and Zoning Districts. The City recognizes that not every zoning district allowed within a land use designation is appropriate for every site within that designation. Therefore, the City may deny a rezoning request, even if the requested zoning district is consistent with a site's land use designation, if the request does not meet zoning map amendment standards of the land development regulations or other legitimate public purpose.

Additionally, any purposed rezoning of a parcel from R-1AA to R-1A or R-1, or R-1A to R-1 shall be appropriate only if the parcel is adjacent to a non-RL designated property or is adjacent to a residentially zoned single family district of the same or higher density as proposed for the subject parcel."

ATTACHMENT B

SR AIA LOS AMENDMENT

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Jay Kramer and
City Councilmembers

FROM: Timothy J. McGarry, AICP
Director of Planning and Development

DATE: May 6, 2011

SUBJECT: **Proposed Text Amendments to Traffic Circulation and Capital Improvements Elements of the Comprehensive to Revise the Level of Service on a Segment of SR A1A from 17th Street to the South City Limits; #C11-000001-CLP-TXT**

Overview

The Planning and Development staff proposes the following amendments to the City of Vero Beach Comprehensive Plan (attached as Exhibit One) to resolve road concurrency issue for State Route (SR) A1A between 17th Street and the south City limits:

A. Amending Policy 1.1 of the Traffic Circulation Element to:

Revise the LOS standard for SR A1A from 17th Street (East Causeway Boulevard-SR 656) to the South City Limits from a LOS standard of "D" to "D" plus 30% and include it as an exception to the LOS standards for arterials and collectors;

B. Amending Table 9.1, Level of Service Standards, under the Capital Improvements Element to:

Include the segment of SR A1A from 17th Street to the South City Limits to reflect the LOS "D" plus 30% in the revised Policy 1.1 above.

Data and Analysis

In accordance with 9J-11.007, Florida Administrative Code (FAC), all proposed comprehensive plan amendments are required to be supported by data and analysis similar to that for the original comprehensive plan. The data and analysis for the proposed amendment to revise the LOS standard for that segment of SR A1A from 17th Street (East Causeway Boulevard-SR 656) to the south City limits are presented in the following sections:

SR A1A Travel Corridor. The segment of SR A1A subject to the proposed amendment runs from 17th Street to the south City limits. This segment and the connected segment of SR A1A, which runs from the south City limits to the Indian River County-St. Lucie County

line, are depicted in Exhibit Two. For purposes of this data and analysis, these two segments and adjacent properties will be collectively referred to as the "SR A1A Travel Corridor."

Road Segment Description. The SR A1A segment subject of this proposed amendment is a 1.0 mile in length. The connected segment running through unincorporated Indian River County to the St. Lucie County line is about 4.7 miles in length.

SR A1A is classified as an Urban Minor Arterial. It serves as the single major north-south roadway providing access to primarily gated planned residential developments along the south portion of Orchid Island and as a commuting route for traffic between Fort Pierce and Vero Beach.

The subject segment is generally a two-lane facility with a median (e.g. two-way left turn lanes) and dedicated right-turn lanes at the Castaway Boulevard that serves as the entrances to the two gated communities located along both sides of SR A1A. At the intersection of 17th Street and SR A1A, which is the sole signalized intersection on this segment of SR A1A, northbound traffic is served by one dedicated left turn lane, a shared left turn and through lane, and a dedicated right turn lane. Southbound traffic is served by one through lane until SR A1A reaches the Sandpiper Lane intersection where a dedicated left turn median lane is provided.

Its right-of-way (ROW) width ranges from 100 to 120 feet. Bicycle lanes are provided on both sides of the roadway and a sidewalk borders the roadway along its entire western edge. No transit service is provided along this roadway.

Development Characteristics. Properties with immediate access or requiring access to this segment of SR A1A are almost all fully developed with few vacant parcels. The primary uses are single family development with some limited retail, office, multi-family and seasonal condominiums located on both sides of the SR A1A travel corridor.

South of the City limits, SR A1A traverses an area of unincorporated Indian River County that is predominately populated with single family developments, except for the large-scale Moorings planned residential development that includes a mix of housing types and densities. Additionally, a major trip generator, St. Edward's School, is located on SR A1A outside the City limits.

Only limited new future non-residential development is anticipated within the SR A1A travel corridor. The majority of developable parcels are platted and/or designated for residential uses.

Based on estimates and forecasts prepared by the consultant for the Indian River County MPO's 2035 Long Range Transportation Plan (LRTP) update, 73 percent of project residential density capacity (as measured in number of households) within the SR A1A Travel Corridor was developed in 2008. It is projected that between 2008 and 2035, 287 additional households will be added within the travel corridor, which will be 80 percent of anticipated residential capacity. All of this growth will be in the unincorporated portions of the travel corridor.

The forecasts for the 2035 LRTP indicate employment growth of 140 jobs within the travel corridor during the 25 year planning period. A majority (76%) of this growth is anticipated to occur within the commercial areas of the City of Vero Beach bordering the Atlantic Ocean north of Sea Gull Lane and east of SR A1A.

Traffic Volumes. The following are the last three years of traffic counts prepared by Indian River County Traffic Engineering Division for both segments of SR A1A within the SR A1A Travel Corridor:

SR A1A Segment	2008	2009	2010
S. County Line to S. VB City Limits	11,399	12,048	8,289
S. VB City Limits to 17th St.	17,484	20,838	16,343

Capacity. In accordance with the Florida Statutes and Rule 9J-5, F.A.C., the City adopted a Level of Service (LOS) standard for arterials and collectors of "D" in Policy 1.1 of the Traffic Circulation Element and Table 9.1 of the Capital Improvements Element of the Vero Beach Comprehensive Plan. The demand measure applied for concurrency purposes is the peak season/peak direction/peak hour traffic volume. As a minor arterial, this segment of SR A1A has a LOS standard of "D" with a maximum service volume (capacity) of 930 peak hour direction as determined by the Indian River Traffic Engineering Division in accordance with the *2009 FDOT Quality/Level of Service Handbook.*[1]

Under Florida Statutes and Policy 1.7, of the Traffic Circulation Element and Policy 5.2 of the Capital Improvements Element of the Vero Beach Comprehensive Plan, no development permit may be issued if insufficient capacity exists on a roadway. Therefore, if a roadway has a LOS below its adopted LOS, that segment has no available capacity unless specific improvements are programmed as stipulated in Policy 5.12 of the Capital Improvements Element. This deficiency affects development on any property that will generate vehicle trips on the subject roadway, even for properties outside its immediate vicinity.

The Links Maintenance Report, dated February 11, 2011, prepared by Indian River County Traffic Engineering Division, which maintains the transportation concurrency data base for both the City and County on a real time basis as new permits are issued, showed a northbound peak hour volume of 848.37 (LOS of "D") and a southbound peak hour volume of 930.13 (LOS of "F") for the subject SR A1A. In May 2010, both the north- and southbound directions had a LOS of "F" with peak hour volumes of over 1,000 vehicles per hour.

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[1] For both Indian River County and the City of Vero Beach, FDOT's maximum service volumes for roadways published in that agency's latest *Quality/Level of Service Manual* are followed to establish the LOS for roadways. The manual states "maximum service volume deals with the highest number of vehicles for a given LOS, while capacity deals with the maximum number of vehicles that can pass a point during a specific during a specified time." Although not technically correct, the terms "maximum service volume" and "highway capacity" are used interchangeably in report.

A multi-million dollar improvement project is currently underway to improve the capacity of the 17th Street-SR A1A intersection to address capacity issues and to ensure hurricane evacuation times are maintained through 2030. This project will add a second dedicated left turn lane and make the existing shared left turn/through lane a dedicated through lane. This improvement's impact on capacity of this segment of SR A1A is already taken into account in the current capacity.

This improvement project will ensure that a LOS "D" is met and maintained for the northbound direction for the next five to ten years; however, it will not address the growth in traffic demand in the southbound direction. Although the southbound segment was only marginally a LOS of "F," it is clear based upon past traffic volumes and an improving economy, the southbound direction will continue to exhibit a deficient LOS.

Although the concurrency management system applied by Indian River County and the City of Vero Beach measures peak season/peak hour by direction, it should be noted that by practice, only a single LOS designation is established for both directions. Therefore, any change in the LOS for this segment of SR A1A would apply to both northbound and southbound directions.

2035 Long Range Transportation Plan (LRTP) Update. Recent modeling run forecasts by the Indian River County MPO for the MPO 2035 LRTP Update, using the Florida Standard Urban Transportation Model Structure, reveal that volume to capacity (V/C) ratio for this segment of SR A1A will exceed the segment's capacity by greater than 20 percent. The model forecasts indicate peak season/peak hour volumes of 1,010 in the northbound direction and 1,220 in the southbound direction, both of which would be a LOS of "F."

In the 2035 Long Range Transportation Plan (LRTP) Cost Feasible Plan Update, adopted by the Indian River County MPO on December 8, 2010, no improvements were included for SR A1A including this segment. A policy decision was made during the LRTP Update not to widen this travel corridor to four-lanes even though forecast travel demand exceeded the adopted LOS standard for the following reasons:

- Lack of sufficient financial resources to undertake this project compared to higher priority projects in terms of need and other considerations; and

- Lack of right-of-way and environmental concerns.

City of Vero Beach Comprehensive Plan. Policy 1.4 of the Comprehensive Plan's Traffic Circulation Element, requires the City to consider restricting the widening of roadways that have specific physical and/or environmental constraints. SR A1A is specifically identified as an example of such a facility. The policy further states that a roadway should be considered "constrained" based on but not limited to the following: historic, cultural or scenic character; right-of-way limitations; high land values and cost of right-of-way acquisition; and environmental or socio-economic impacts on surrounding properties.

Furthermore, any capacity improvements to widen this segment to four-lanes would more than double the current maximum service volume, which is not needed to support current and anticipated development on the Orchid Island. Such improvements in capacity could be argued to be inconsistent with Objective 2 and supporting policies of the Capital Improvements Element regarding limiting public expenditures in coastal high hazard areas that support or encourage an overall increase in the density and intensity of development beyond that indicated on the Future Land Use Map.

Available Options. The City is obligated under the Florida Statutes and its Comprehensive Plan to adopt LOS standards, eliminate existing service deficiencies, and provide infrastructure to accommodate new growth in its adopted comprehensive plan. As discussed above, based on policy decisions made during 2035 LRTP Update and policies of the City of Vero Beach Comprehensive Plan, other than signalization and turning lanes, no capacity improvements are to be made to this segment of SR A1A. Expansion of transit service, if even feasible from a cost effective standpoint, would have negligible impact due to low density land use patterns and the amount of through traffic using the roadway to go outside the City limits.

Therefore, the City has only two basic options remaining in response to the LOS deficiency on this segment of SR A1A:

- *Do Nothing*: Based on the modeling results for the MPO's 2035 LRTP, the LOS of "D" in the northbound direction of this segment of SR A1A is expected to be maintained for at least the next 5 years, but would degrade to a LOS of "F" within the next 10 years or sooner. The southbound direction is anticipated to continue to be deficient with a LOS of "F" through the entire 25 year planning period of the 2035 LRTP.

  Currently, as the peak southbound direction has a LOS of "F," under both the County's and City's Comprehensive Plan and Land Development Regulations, no development permits can be issued in the City or unincorporated Indian River County that would add any new trips to the southbound traffic on this segment of SR A1A. This situation is highly unlikely to improve. Therefore, for legal, policy and practical reasons, the "do nothing" alternative is simply not a viable option.

- *Change in LOS Standard.* The more practical and cost-effective option, and the only viable one in the opinion of the staff, is a change in the LOS standard. Such a change requires a text amendment to the City's Comprehensive Plan. This option is consistent with other policies in the Comprehensive Plan that reflect the policy and environmental constraints regarding SR A1A on the barrier island.

  In Table 7, Peak Hour Directional Volumes for Florida's Urbanized Areas, in the *2009 FDOT Quality/Level of Service Handbook*, Class 1 State signalized arterials

have no LOS standard of "E." Any volume beyond the maximum service volume for LOS "D" automatically falls under a LOS of "F."

Therefore, a revision to the existing LOS standard requires the use of the maximum service volume for LOS "D" plus a percentage of this maximum service volume. For example, the LOS standard could be set at "D" plus a percentage, as was recently done by the City for SR A1A north of SR 60. For example, if the LOS is set at "D" plus 20%, the peak hour/peak direction/peak season capacity for both the northbound and southbound directions would be 1,116 [930 + 186 (20% of 930)].

Based on the model's trip forecasts in the MPO's 2035 LRTP Update for this segment of SR A1A, the minimum revised LOS standard needs to be at least "D" plus 20% to provide sufficient capacity for both northbound and southbound directions through 2020. However, as at least one Link Maintenance Report from 2010 showed higher peak hour volumes approaching a "D" plus 20% LOS, a more appropriate LOS to avoid potential concurrency issues and provide some certainty in the planning and development process for property owners would be a LOS of "D" plus 30% (1,209 peak hour/peak season capacity for both northbound and southbound lanes).

Consistency with Comprehensive Plan

This amendment must be found to be internally consistent with the Vero Beach Comprehensive Plan as required by Chapter 163, Florida Statutes and Section 65.22 of the Vero Beach Code. The following are the pertinent objectives and policies to which this amendment is consistent:

- Land Use Element, Policy 5.3: *For all facilities and services, the minimum levels of service established in the Capital Improvements Element (CIE) and other elements of the Comprehensive Plan shall be maintained.*

- Traffic Circulation Element, Objective 1: *The traffic circulation system, and improvements thereto, shall be coordinated with new development depicted on the Future Land Use Map in order to retain the appropriate level of service or otherwise provide for adequate and safe access concurrent with such new development or redevelopment.*

- Traffic Circulation Element, Policies 1.4 and 1.11:

  * *The City shall review the existing roadway network to determine whether to consider restricting the widening of roadways that have specific physical and/or environmental constraints. SR A1A on the Barrier Island is an example of such a facility. Criteria to consider as part of the analysis to determine whether a roadway should be considered "constrained" shall include, but not limited to, the following: historic, cultural or scenic character, right-of-way limitation, high land values and*

cost of right-of-way acquisition, and environmental or socio-economic impacts on surrounding properties.

* *The City shall review the transportation system based on the County's evaluation on an annual basis. Traffic count data shall be collected on all thoroughfare roads on an annual basis. This data shall be utilized to develop an annual report by the county on the Level of Service provided on major area roads. These findings shall then be used by the City to identify improvement needs and associated costs required to maintain the Level of Service identified in Policy 1.1.*

- Traffic Circulation Element, Policy 6.1: *Major roadways (i.e., minor and principal arterials) and intersections shall, to the extent possible, be located and designed such as to not adversely affect existing neighborhoods nor produce excessive traffic on local roads through residential areas. The following are some of the characteristics by which the City will determine whether neighborhoods are adversely impacted: severs existing neighborhoods, more traffic other than local traffic using roadways, widening of roadways which results in roadways constructed closed to residential homes, and other similar characteristics.*

- Capital Improvements Element, Objective 2: *The City shall limit public expenditures to coastal high hazard areas in accordance with the objectives and policies in the Coastal Management Element that limit the overall density or intensity to existing levels indicated for those areas on the Future Land Use Map.*

- Capital Improvements Element, Policies 2.1 (2.) and 2.2:

  * *The City shall only expend public funds for capital improvements in coastal high hazard areas that:*

    2. *Do not support or encourage a net increase in the overall density and intensity of development beyond that indicated on the Future Land Use Map.*

  * *Capital improvements in coastal high hazard areas shall not be planned or designed to create any capacity beyond that necessary to accommodate the existing overall intensity and density of development of these areas as indicated on the Future Land Use Map.*

Findings

Based upon the analysis above, staff finds that SR A1A is a constrained roadway as defined in Policy 1.7 and that the proposed change in the LOS for this roadway is consistent with the MPO's adopted 2035 LRTP Cost Feasible Plan and the Vero Beach Comprehensive Plan and compliant with Florida Statutes and the text amendment requirements of the City Code.

Planning and Zoning Board Action

At a May 5, 2011, public hearing, the Planning and Zoning Board unanimously approved the staff's findings and recommended approval of the draft text amendment by the City Council.

Recommendation

The staff and Planning and Zoning Board recommend adoption of the proposed text amendment by the City Council.

TJM/tf

Exhibits

EXHIBIT ONE
AMENDMENTS TO THE
CITY OF VERO BEACH
COMPREHENSIVE PLAN

1. Policy 1.1 of the Traffic Circulation Element is hereby revised as follows:

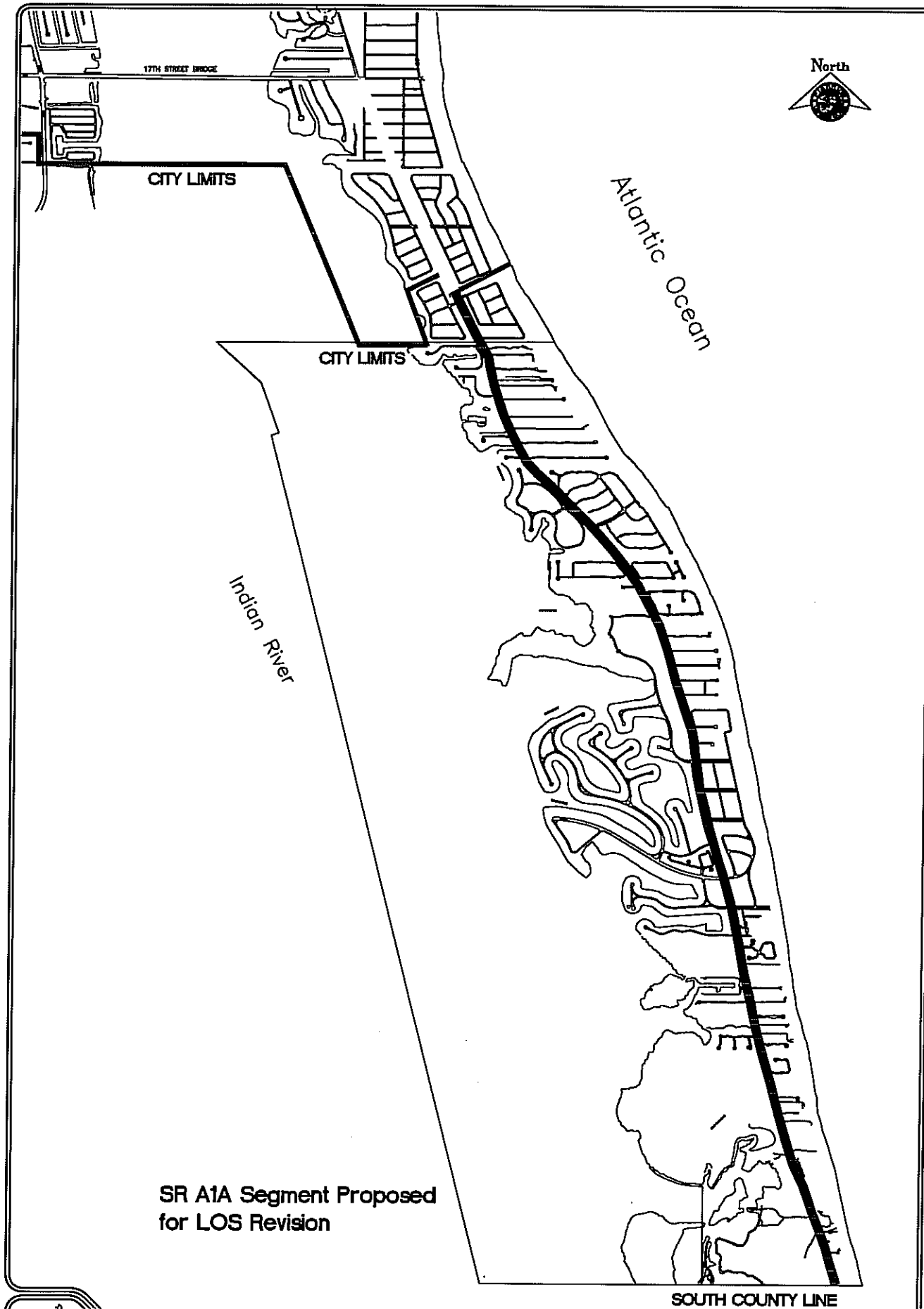
"1.1 The operating level of service standards for roadways shall be Level of Service "D" (Peak Hour/Peak Season/Peak Direction) or better on all arterial and collector roadways and Level of Service "E" (Peak Hour/Peak Season/Peak Direction) or better for all other roadways, except for the following:

- 27th Avenue from South City Limits to State Route 60 –"E" plus 20%.
- State Route A1A from State Route 60 to North City Limits – "D" plus 30%.
- <u>State Route AIA from 17th Street to South City Limits – "D" plus 30%.</u>

2. Under the "Roads" category in Table 9.1, Level of Service Standards (LOS) for Facilities, City of Vero Beach, of the Capital Improvements Element is hereby revised as follows:

"Roads

Arterials and Collectors*	Level of Service D (Peak Hour/Peak Season/Peak Direction)
All Other Roadways	Level of Service E (Peak Hour/Peak Season/Peak Direction)
*Except the following roads:	
• 27th Avenue from South City Limits to State Route 60	Level of Service E (Peak Hour/Peak Season/Peak Direction) plus 20%
• State Route A1A from State Route 60 to North City Limits	Level of Service D (Peak Hour/Peak Season/Peak Direction) plus 30%"
• <u>State Route AIA from 17th Street to South City Limits</u>	<u>Level of Service D (Peak Hour/ Peak Season/Peak Direction) plus 30%</u>



Planning & Development Dept.
City of Vero Beach

SR A1A TRAVEL CORIDOR

DATE 02/28/2011
SCALE—NTS
EXHIBIT 2

(6-A)

MEMORANDUM

TO: Mayor Jay Kramer and City Councilmembers

FROM: Tammy K. Vock, City Clerk

DATE: May 6, 2011

RE: Fire Pension Plan and Police Pension Plan Election Results

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Fire Pension Board

Per Chapter 175 of the Florida Statutes, the City Council must, as an administerial duty, affirm the results of the election held by the Fire Pension Plan members to appoint two members to the Fire Pension Board.

Both Mr. Terry Zokvic and Mr. Kent Middleton were reappointed to the Fire Pension Board for a four-year term. There were no other nominees/candidates in the 2011 election.

Please make a motion to affirm the election results.

Police Pension Board

The terms of the two Police Pension trustees who are appointed by City Council will expire in April of 2011.

Please reappoint Mr. Harry Offutt and Mr. Jack Chesnutt for a four-year term.

Per Chapter 185 of the Florida Statutes, the City Council must, as an administerial duty, affirm the results of the election held by the Police Pension Plan members to appoint two members to the Police Pension Board.

There were no additional Police Pension Plan members that signed up to run for one of the two Trustee seats open on the Police Pension Board, therefore an election was not necessary. Captain Brian Conway and Sergeant David Puscher are unanimously reappointed for a four-year term on the Board.

Please make a motion to affirm the reappointment of Captain Brian Conway and Sergeant David Puscher to the Vero Beach Police Pension Board.

6-B)

MEMORANDUM

TO: Mayor Jay Kramer and
City Councilmembers

FROM: Tammy K. Vock, MMC Tammy
City Clerk

DATE: May 11, 2011

SUBJECT: Cancellation of August 2, 2011 City Council meeting

It has been customary for the City Council to cancel their first Council meeting in August because of summer vacations. For planning purposes, staff needs some guidance from Council if you would like to cancel the August 2, 2011 City Council meeting this year.

Thank you for your help in this matter.

/tv

7-A)

City Council Agenda Item
Meeting of May 17, 2011

TO: Mayor Jay Kramer
Vice Mayor Pilar Turner
Councilmember Brian Heady
Councilmember Craig Fletcher
Councilmember Tracy Carroll

FROM: Monte K. Falls, P.E. - Interim City Manager MKFalls 5/11

DATE: May 10, 2011

SUBJECT: **Appraisal and Optimization Study Proposals from GAI Consultants**

REQUESTED BY: Director of Water and Sewer

The following is requested as it relates to the above-referenced agenda item:

✓ Request Council review and approval based on the attached supporting documentation.

____ Request Council review and possible action.

____ No action required. (Information only)

MEMORANDUM

TO: The Honorable Mayor Jay Kramer, Vice Mayor Pilar Turner, Councilmember Brian Heady, Councilmember Craig Fletcher and Councilmember Tracy Carroll

FROM: Monte Falls, P.E. - Interim City Manager

DATE: May 10, 2011

SUBJECT: **APPRAISAL AND OPTIMIZATION STUDY PROPOSALS FROM GAI CONSULTANTS**

In order for the City Council to make an informed decision regarding the possible merger of the City and County water, sewer and reuse utilities, information should be obtained regarding the system's value and optimization. As such, we have obtained proposals from GAI Consultants to perform this work.

We recommend that these proposals be accepted, along with a Master Agreement for Services. The Master Agreement will allow us to better track the individual proposals (Work Orders). We would consider the proposal for Electric System Valuation as Work Order Number 1; the proposal for Water, Wastewater and Non-potable Water as Work Order Number 2; and the Proposal for Water, Wastewater and Reuse Systems as Work Order Number 3.

Monte K. Falls, P.E.

MKF:jav
Attachments

xc: Rob Bolton
Gerry Hartman, PE – GAI Consultants

N:\AGENDA\WS\2011\GAI PROPOSALS.DOCX

CITY OF VERO BEACH, FLORIDA

PROFESSIONAL SERVICES MASTER AGREEMENT

FOR

_____ ARCHITECTURE SERVICES;

__X__ PROFESSIONAL ENGINEERING SERVICES;

_____ LANDSCAPE ARCHITECTURE SERVICES;

_____ REGISTERED SURVEYING & MAPPING SERVICES
(designate appropriate service[s])

THIS AGREEMENT, entered into this ____ day of May 20 11, by and between the CITY OF VERO BEACH, FLORIDA, a municipal corporation organized under the laws of the State of Florida, hereinafter "CITY," and, GAI Consultants, Inc. hereinafter referred to as "PROFESSIONAL."

WITNESSETH:

For and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and PROFESSIONAL agree as follows:

CITY hereby retains PROFESSIONAL to supply services to CITY as required and specified by CITY from time to time. PROFESSIONAL shall provide any and all services encompassing and related to the PROFESSIONAL's professional discipline(s) as designated above and specified by CITY. This agreement, together with any attachments, which are incorporated herein, shall be referred to as the "MASTER AGREEMENT" and shall be implemented by and a part of separate supplemental agreements that shall be designated "WORK ORDERS."

PROFESSIONAL agrees to supply the professional services to CITY for all phases of each project as specified and described in the individual WORK ORDERS and pursuant to this MASTER AGREEMENT. PROFESSIONAL shall serve as CITY's professional representative for the project set forth in each WORK ORDER and shall give professional advice to CITY during and related to performance of the services to be rendered under such WORK ORDER.

SECTION I - SCOPE OF SERVICES AND PROFESSIONAL'S RESPONSIBILITIES

A. GENERAL RESPONSIBILITIES. PROFESSIONAL agrees to provide professional services to CITY, including any and all services generally and typically encompassed by and a function of PROFESSIONAL's professional discipline(s) and as more fully specified in connection with the project described in the applicable WORK ORDER(S). PROFESSIONAL shall use, in performing any and all services for CITY, the level of care, skill, and due diligence expected of and recognized by a reasonable, prudent and experienced professional in PROFESSIONAL's professional discipline(s), as the case may be, as being sound professional practice under similar conditions and circumstances. If PROFESSIONAL fails to possess and use such care, skill and due diligence in providing any and all professional services, PROFESSIONAL shall be responsible to

CITY for any loss or damages resulting there from, except as monetarily limited by Section VII.

B. SPECIFIC RESPONSIBILITIES.

1. The specific services to be provided by PROFESSIONAL shall be defined in each individual WORK ORDER prepared and approved by CITY. Each WORK ORDER shall include the project description, the scope of services to be provided by PROFESSIONAL, CITY's responsibilities, the time of performance, and the method and amount of compensation. WORK ORDERS shall be dated and sequentially numbered, and approved by CITY prior to a notice-to-proceed order being issued. Each WORK ORDER shall be deemed to incorporate and be subject to this MASTER AGREEMENT.

2. PROFESSIONAL's work shall commence only upon written authorization in the form of a notice-to-proceed order issued by CITY separate from this MASTER AGREEMENT and any WORK ORDER. PROFESSIONAL shall endeavor not to duplicate any previous work done on a project. After issuance of a WORK ORDER and written authorization to proceed, PROFESSIONAL shall consult with CITY to clarify and define CITY's requirements for the project and review all available data.

3. PROFESSIONAL shall attend conferences with CITY's representatives upon request.

4. PROFESSIONAL shall obtain all permits required for performance of the work necessary to complete the project described in the applicable WORK ORDER.

5. In order to accomplish the work described under this MASTER AGREEMENT and each WORK ORDER within the time frames and conditions set forth in this MASTER AGREEMENT and such WORK ORDERS, PROFESSIONAL agrees to observe the following requirements:

   (a) PROFESSIONAL shall maintain an adequate and competent staff of professionally qualified persons, including, but not limited to, licensed architects, licensed professional engineers, registered surveyors, draftsmen, qualified biologists, computer technicians, and other employees, as each project may require, throughout the performance of this MASTER AGREEMENT and each WORK ORDER so as to achieve acceptable and timely completion of each WORK ORDER and project.

   (b) PROFESSIONAL shall comply with all federal, state, and local laws applicable to each project. PROFESSIONAL will design each project and perform PROFESSIONAL's services in such a manner as to be in conformance with all applicable federal, state and local laws, including, but not limited to, the Florida Department of Transportation's Manual on Uniform Minimum Standards for the Design, Construction, and Maintenance of Streets and Highways (Green Book), latest edition, the St. Johns River Water Management District's rules, and all other applicable requirements. The sealing, if required, of all plans, reports and documents prepared by PROFESSIONAL shall be governed by the

laws and regulations of the State of Florida and the requirements of all applicable regulatory agencies.

(c) PROFESSIONAL shall prepare all sketches, drawings and completed application forms and documents needed for CITY's applications for any and all required project permits, including, but not limited to those from all federal, state, and local governments and agencies.

(d) Upon request of CITY, PROFESSIONAL shall provide assistance to CITY in preparation of all project grant applications, documents and drawings, as well as assistance in grant administration and compliance.

(e) PROFESSIONAL shall cooperate fully with CITY in order that all phases of the work may be properly scheduled and coordinated. CITY's representatives shall have the right to inspect the work of PROFESSIONAL at any time.

(f) PROFESSIONAL shall send a complete preliminary set of construction plans to all city, state and federal regulatory agencies, from which a permit or other approval is required, prior to final approval of the project design by CITY. PROFESSIONAL will coordinate the project design with all such agencies.

(g) PROFESSIONAL shall contact all utility companies having installations in the vicinity of the proposed work and consider relocation of utilities, if necessary. PROFESSIONAL will provide CITY with necessary information relative to required utility adjustments, relocations and installations and will show all utilities on the final design plans.

(h) PROFESSIONAL shall report the status of each WORK ORDER project to CITY upon request and hold all drawings, calculations and related work open to the inspection of CITY's representatives at any time, upon reasonable request.

(i) PROFESSIONAL shall, upon request of CITY, make available on electronic digital media the documents, specifications, sketches, drawings and other data produced by PROFESSIONAL under this MASTER AGREEMENT and any WORK ORDER. PROFESSIONAL may charge only the actual cost of such electronic digital media copies.

6. PROFESSIONAL shall furnish additional copies of the drawings, specifications and contract documents as required by CITY for prospective bidders, materials suppliers, federal, state and local agencies from whom approval of the project must be obtained, and other interested parties, but may charge only for the actual cost of such copies. Upon award of any contract arising out of PROFESSIONAL's work, PROFESSIONAL shall furnish to CITY the number of sets requested by CITY of the project drawings, specifications and reports produced by PROFESSIONAL. The cost of these sets of documents is not included in the basic compensation paid to PROFESSIONAL, but will be paid as a direct expense pursuant to Section VI of this MASTER AGREEMENT. All original documents, including, but not limited to, survey notes, field books,

tracings, and the like, including all items furnished to PROFESSIONAL by CITY pursuant to this MASTER AGREEMENT or any WORK ORDER, are and shall remain the property of CITY, and shall be delivered to CITY upon completion of the work or at CITY's request, whichever occurs first.

7. All drawings prepared by PROFESSIONAL shall be of sufficient detail to permit the actual location of the proposed improvements on the ground. Property surveys, property plats, and legal descriptions for easements and real property to be acquired shall also be furnished to CITY by PROFESSIONAL. Negotiation for all real property rights shall be accomplished by CITY, unless CITY specifically requests PROFESSIONAL to perform such services in a WORK ORDER. In such event, PROFESSIONAL shall be compensated for the additional services as provided in such WORK ORDER.

8. Any additional work for a project's permitting required by a regulatory agency pursuant to regulations established after the date of the applicable WORK ORDER shall be an additional service. CITY shall compensate PROFESSIONAL for such additional work in accordance with the provisions herein and the applicable WORK ORDER and in accordance with the fee schedule provided in such WORK ORDER or the WORK ORDER authorizing such additional work. PROFESSIONAL shall obtain approval from CITY prior to commencement of any such additional work.

9. If CITY proposes to construct the improvements in a phased manner, PROFESSIONAL shall prepare detailed master plan drawings as required by the applicable WORK ORDER.

10. Compensation to PROFESSIONAL for services rendered shall be in accordance with each WORK ORDER, mutually agreed upon by PROFESSIONAL and CITY. Unless otherwise stated in this MASTER AGREEMENT or a WORK ORDER hereunder, all services provided for in this MASTER AGREEMENT or such WORK ORDER are included within the scope of basic compensation provided for in each particular WORK ORDER

C. SPECIAL CONSULTANTS. PROFESSIONAL agrees to assist and advise CITY, in determination of the need for and selection of any special consultants for the project covered under each WORK ORDER.

D. SUBCONTRACTORS. Before the employment of any subcontractor by PROFESSIONAL in performance of the work under this MASTER AGREEMENT or any WORK ORDER, PROFESSIONAL shall obtain approval of such subcontractor from CITY, which approval shall not be unreasonably withhold. Any such subcontractor employed by PROFESSIONAL shall be subject to and comply with all applicable provisions of this MASTER AGREEMENT and the applicable WORK ORDERs hereunder and PROFESSIONAL shall be responsible for insuring such compliance.

E. DESIGNATED PROFESSIONAL REPRESENTATIVE.

1. REPRESENTATIVE AS TO MASTER AGREEMENT. PROFESSIONAL designates the following listed individual as PROFESSIONAL's representative, to represent PROFESSIONAL in all matters pertaining to this MASTER AGREEMENT:

Name:	Gerald C. Hartman
Title:	Vice President
Street Address:	618 South Street
Mailing Address:	GAI Building - 700 Orlando, Florida 32801
Telephone:	407-423-8398 ext. 3125
Facsimile:	407-843-1070

2. REPRESENTATIVE AS TO WORK ORDERS. PROFESSIONAL shall designate in each WORK ORDER its representative for all matters pertaining to the performance of the work under such WORK ORDER together with such representative's address, telephone number and facsimile number.

3. Designated representatives and contact information may be changed by the giving of written notice as provided herein.

SECTION II - CITY RESPONSIBILITIES

A. DATA TO BE FURNISHED. CITY agrees to provide to PROFESSIONAL the following documents, material, and data as required in connection with the work to be performed under this MASTER AGREEMENT and each WORK ORDER hereunder:

1. A copy of all available preliminary data or reports in the possession of CITY that are pertinent to the project, such as survey notes, existing location surveys, topographic surveys, and related documents.
2. A copy of all available drawings, right-of-way maps, and other documents in possession of CITY that are pertinent to the project.

B. OTHER CITY RESPONSIBILITIES. CITY shall be responsible for:

1. Acquiring all rights-of-way, easements and other rights in real property as necessary to complete the project described in the applicable WORK ORDER.

2. Making provisions for PROFESSIONAL to enter upon public or private property as required for PROFESSIONAL to perform PROFESSIONAL's services.

3. Promptly executing all permit applications prepared and coordinated by PROFESSIONAL needed to expedite the acquisition of any local, state or federal permits made necessary by the project described in the applicable WORK ORDER.

4. Those additional CITY responsibilities as set forth in the terms of the applicable WORK ORDER issued pursuant to this MASTER AGREEMENT.

C. DESIGNATED CITY REPRESENTATIVE.

1. REPRESENTATIVE AS TO MASTER AGREEMENT. CITY designates the following listed individual as CITY's designated representative, to represent CITY in all matters pertaining to this MASTER AGREEMENT.

Name:	Monte K. Falls
Title:	City Manager
Street Address:	1053 20th Place
Mailing Address:	P.O. Box 1389
	Vero Beach, Florida 32961-1389
Telephone:	(772) 978-4710
Facsimile:	(772) 978-4716

2. REPRESENTATIVE AS TO WORK ORDERS. CITY shall designate in each WORK ORDER its representative for all matters pertaining to performance of the work under such WORK ORDER together with such representative's address, telephone number and facsimile number.

3. Designated representatives and contact information may be changed by the giving of written notice as provided herein.

4. Designation of CITY representatives notwithstanding, it is understood that final authority for CITY on all matters rests solely with the City Council and PROFESSIONAL acknowledges this fact.

SECTION III - CHANGES AND ADDITIONAL WORK

Any changes in the work or additional work necessitated by unforeseen conditions, or by changes to a project's plans or scope of the project due to requests of CITY after approval and acceptance of the plans and scope by CITY, shall be subject of and may commence only upon approval and issuance by CITY of an additional WORK ORDER and notice-to-proceed. Such change in the work or additional work shall be performed by PROFESSIONAL in accordance with the fee schedule provided in such WORK ORDER.

SECTION IV - DURATION OF AGREEMENT

A. MASTER AGREEMENT. This MASTER AGREEMENT shall be a continuing contract and remain in full force and effect for a period of five (5) years after the date of execution hereof or until completion of all project phases as specified by CITY, whichever occurs first, unless otherwise terminated pursuant to the terms of this MASTER AGREEMENT.

B. WORK ORDER. Each WORK ORDER shall specify the time frames agreed to by CITY and SERVICES PROVIDER for services to be rendered under the WORK ORDER.

C. ORDERLY AND CONTINUOUS PROGRESS. The provisions of this MASTER AGREEMENT and each WORK ORDER, unless stated otherwise, anticipate the orderly and continuous progress of each project.

SECTION V - TERMINATION

A. TERMINATION BY EITHER PARTY WITHOUT CAUSE. Either party shall have the right at any time to terminate this MASTER AGREEMENT in its entirety without cause, or to terminate any WORK ORDER without cause, provided that thirty (30) days prior written notice of the intent to terminate is delivered by certified mail or personal delivery to the designated representative of the other party. In the event that a WORK ORDER is being terminated, the terminating party shall identify the specific WORK ORDER being terminated and the specific WORK ORDER(S) to be continued to completion pursuant to the provisions of this MASTER AGREEMENT. This MASTER AGREEMENT shall remain in full force and effect as to all authorized WORK ORDERS that are to be continued to completion.

B. DELIVERY OF DOCUMENTS. Upon termination of this MASTER AGREEMENT or any WORK ORDER by either party, PROFESSIONAL shall, within ten (10) days, or any extensions thereto as may be mutually agreed to by the parties, deliver or otherwise make available to CITY all documents, materials, files and electronic digital media, including, but not limited to, reports, drawings, plans, specifications, and other data and documents, that have been obtained, prepared or produced by PROFESSIONAL in performing services under this MASTER AGREEMENT and the pertinent WORK ORDER, regardless of whether the work on such documents and materials has been completed or is in progress.

C. PAYMENT IN THE EVENT OF TERMINATION. In the event this MASTER AGREEMENT or any WORK ORDER is terminated by either party prior to final completion, PROFESSIONAL shall receive payment from CITY for the unpaid portion, if any, of PROFESSIONAL's services actually provided under this MASTER AGREEMENT and the applicable WORK ORDER to the date of termination, provided that PROFESSIONAL is not in default of any provision of this MASTER AGREEMENT or the applicable WORK ORDER.

SECTION VI - PAYMENTS TO PROFESSIONAL

CITY agrees to pay and PROFESSIONAL agrees to accept, for services rendered pursuant to this MASTER AGREEMENT and any WORK ORDER hereunder, fees in accordance with the following conditions:

A. PROFESSIONAL SERVICES FEE.

1. The basic compensation of PROFESSIONAL shall be mutually agreed upon by PROFESSIONAL and CITY prior to issuance of each WORK ORDER and shall be included in the WORK ORDER for review and approval by CITY.

2. PROFESSIONAL acknowledges that CITY is exempt from sales taxes and CITY shall not be invoiced for same.

3. Each WORK ORDER may be divided into units of deliverables or phases of work, including, but not limited to, reports, findings, drawings, drafts, or other work product, that must be received and accepted in writing by CITY's designated representative prior to approval of payment for such work.

4. Fees and other charges for services shall be invoiced monthly or as otherwise provided in the applicable WORK ORDER. PROFESSIONAL shall submit duly certified and proper invoices for approval, in triplicate, to CITY's representative designated in the applicable WORK ORDER. Such invoices shall be reviewed by CITY and, if approved, shall be submitted to the CITY's chief disbursement officer for payment together with certification that the services invoiced have been rendered and that the services are in conformity with this MASTER AGREEMENT and the applicable WORK ORDER. In any case in which an improper invoice is submitted by PROFESSIONAL, CITY shall within ten (10) business days after such improper invoice is received by the designated CITY representative, notify PROFESSIONAL that the invoice is improper and indicate what corrective action on the part of PROFESSIONAL is needed to make the invoice proper.

5. The payment due date for invoices shall be forty-five (45) days after a certified and proper invoice is received by the CITY's chief disbursement officer after approval by the appropriate CITY representative, or if required, approval by City Council. However, if CITY notifies PROFESSIONAL by such due date that CITY disputes the invoice or any portion thereof, the payment due date for such disputed invoice or portion shall be as provided herein for resolution of invoice payment disputes. Payment of any undisputed invoice or undisputed portion of an invoice not made by CITY to PROFESSIONAL by the due date shall begin to bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. PROFESSIONAL must invoice CITY for any interest accrued in order to receive the interest payment.

6. In the event a dispute occurs between CITY and PROFESSIONAL concerning payment of an invoice, such disagreement shall be resolved by the Director of CITY's Department having responsibility for the applicable WORK ORDER. The Department Director shall proceed, not later than forty-five (45) days after the date on which a proper invoice was received by CITY, to resolve the dispute by good faith consultation with PROFESSIONAL and CITY's representative(s) and such proceeding shall be concluded by final decision not later than sixty (60) days after the date on which a proper invoice was received by CITY. CITY shall pay PROFESSIONAL the amount agreed between the parties as proper for the invoice or, if agreement cannot be reached, the amount determined by the Director to be proper for the invoice. Such payment shall be less any amounts previously paid by CITY with respect to such invoice. In the event that PROFESSIONAL disputes the decision of the Director, PROFESSIONAL shall appeal such decision as provided in the Code of Ordinances of the City of Vero Beach or such dispute shall be deemed waived and the Director's decision shall be final.

7. If an invoice payment dispute is resolved in favor of CITY, then interest charges shall begin to accrue fifteen (15) days after CITY's final decision. If such dispute is resolved in favor of PROFESSIONAL, then interest shall begin to accrue as of the original date the payment became due, which due date shall be calculated as forty-five (45) days from the appropriate date provided in Section 218.73, Florida Statutes, as it may be amended.

8. In the event it is determined that CITY has overpaid an invoice, PROFESSIONAL shall refund to CITY the amount of such overpayment within forty-five (45) days of such determination. If the overpayment is not refunded by PROFESSIONAL within that time, such overpayment shall begin to bear interest from thirty (30) days after such refund due date at the rate of one percent (1%) per month on the unpaid balance.

9. The due date and treatment of invoices for construction services, as defined in Section 218.72, Florida Statutes, if applicable, shall be as provided in Section 218.735, Florida Statutes, as those sections may be amended.

10. In order for both parties to close their books and records, PROFESSIONAL shall clearly state "Final Invoice" on PROFESSIONAL's final billing to CITY for each WORK ORDER, as applicable. PROFESSIONAL shall submit with such Final Invoice certification that all services under the applicable WORK ORDER have been performed and that all charges and costs have been invoiced to CITY, together with a list of all subcontractors and suppliers providing goods or services under the applicable WORK ORDER and certification that all such subcontractors and suppliers have been fully paid. No Final Invoice shall be approved for payment until PROFESSIONAL has fully complied with this provision.

B. DIRECT PROJECT EXPENSES.

"DIRECT PROJECT EXPENSES" means actual expenses incurred in connection with a Project as described in paragraphs 1 through 4 below. CITY agrees to pay DIRECT PROJECT EXPENSES as follows:

1. Soil Survey. CITY shall make direct payment to the approved soil laboratory for soil survey work approved by CITY in writing, that is necessary in furtherance of the project.

2. Printing and Reproduction. CITY shall make direct payment to PROFESSIONAL for the properly documented cost of printing and reproduction. The maximum cost allowed per blueprint shall be $1.00 per sheet and for each mylar or sepia shall be $4.00 per sheet, unless otherwise specified in the WORK ORDER.

3. Per Diem and Travel Expenses. CITY shall reimburse PROFESSIONAL the actual cost of all properly documented travel related expenses in accordance with rates and rules established by Chapter 112, Florida Statutes, including, but not limited to, meals, lodging, and transportation necessary for project related work accomplished away from PROFESSIONAL's office.

4. Recording, Permit Fees, Other Expenses. CITY shall reimburse SERVICE PROVIDER for the actual cost of properly documented recording, permit fees and other project expenses that are not included within PROFESSIONAL's basic compensation as provided in the applicable WORK ORDER.

C. TRUTH-IN-NEGOTIATION CERTIFICATION. In accordance with Florida Statutes Section 287.055(5)(a), for any lump-sum or cost-plus-a-fixed-fee professional service authorized by a WORK ORDER issued pursuant to this MASTER AGREEMENT in

which the fee is over the threshold amount provided in Florida Statutes Section 287.017 for Category Four, as it may be amended, PROFESSIONAL hereby certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of said WORK ORDER. The original contract price set forth in said WORK ORDER and any additions thereto will be adjusted to exclude any significant sums by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of the pertinent WORK ORDER.

SECTION VII - INSURANCE AND INDEMNIFICATION

(As revised 02/13/02)

A. GENERAL INSURANCE REQUIREMENTS (TYPE II).

Before starting and until acceptance of the work by CITY, PROFESSIONAL shall procure and maintain insurance of the types and to the minimum limits specified below. PROFESSIONAL shall require each of its subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of the types and to the limits specified below. It shall be the responsibility of PROFESSIONAL to ensure that all its subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. CITY reserves the right to request proof of subcontractor's insurance from PROFESSIONAL.

B. COVERAGE.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. Workers' Compensation. Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. Companies with three (3) or fewer employees shall be required to have workers' compensation coverage meeting the minimum requirements of this section. In addition, the policy must include:

   (a) Employer's Liability with a limit of $100,000 each accident and disease.

   (b) Notice of Cancellation and/or Restriction: The policy must be endorsed to provide CITY with thirty (30) days prior notice of cancellation and/or restriction.

   (c) If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

2. Commercial General Liability. Coverage must be afforded in a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include:

   (a) Minimum limits of $1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

(b) Premises and Operations.

(c) Independent Contractors.

(d) Products and Completed Operations. PROFESSIONAL shall maintain in force until at least three years after completion of all services required under this MASTER AGREEMENT and any WORK ORDER hereunder, coverage for products and completed operations, including Broad Form Property Damage.

(e) Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreements as shown here. JCH.

(f) Additional Insured. CITY shall be specifically included as an additional insured for any liability of CITY resulting from operations performed by or on behalf of PROFESSIONAL in performance of this MASTER AGREEMENT and any WORK ORDER hereunder and for liability of CITY for acts or omissions of CITY in connection with the general supervision of such operations. PROFESSIONAL's insurance, including that applicable to CITY as an additional insured, shall apply on a primary basis and any other insurance maintained by CITY shall be in excess of and shall not contribute with PROFESSIONAL's insurance. PROFESSIONAL's insurance shall contain a severability of interest provision, providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

(g) Notice of Cancellation and/or Restriction. The policy must be endorsed to provide CITY with thirty (30) days prior notice of cancellation and/or restriction.

(h) Coverage on an occurrence basis.

3. Business Auto Policy. Coverage must be afforded in a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

(a) Minimum Limits of $1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

(b) Owned Vehicles.

(c) Hired and Non-Owned Vehicles.

(d) Notice of Cancellation and/or Restriction. The policy must be endorsed to provide CITY with thirty (30) days prior notice of cancellation and/or restriction.

(e) Additional Insured. CITY shall be specifically included as an additional insured. PROFESSIONAL's insurance, including that applicable to CITY as an additional insured, shall apply on a primary basis and any other insurance maintained by CITY shall be in excess of and shall not

contribute with PROFESSIONAL's insurance. PROFESSIONAL's insurance shall contain a severability of interest provision, providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Named Insured in the same manner as if separate policies had been issued to each.

4. Builder's Risk. When this MASTER AGREEMENT or any WORK ORDER hereunder includes construction of and/or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

   (a) Form - All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of the Insurance Services Office form.

   (b) Amount of Insurance is to be 100% of the completed value of such additions(s), buildings(s) or structure(s).

   (c) Waiver of Occupancy Clause or Warranty. Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), additions(s) or structure(s) will not be occupied by CITY.

   (d) Maximum Deductible - $5,000 each claim. Higher deductibles are only permitted subject to CITY approval.

   (e) Additional Insured. CITY must be included as an additional insured.

   (f) Notice of Cancellation and/or Restriction. The policy must be specifically endorsed to provide CITY with thirty (30) days prior notice of cancellation and/or restriction.

   (g) Flood Insurance. When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of PROFESSIONAL and CITY must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage available under the National Flood Insurance Program.

5. Installation Floater. When this contract includes the installation of machinery and/or equipment into an existing structure, the following insurance coverage must be afforded on that machinery and/or equipment.

   (a) Form. "All Risk" including installation and transit.

   (b) Amount of Insurance. 100% of the "installed replacement cost value."

   (c) Valuation. 100% of the "installed replacement cost value."

   (d) Cessation of Insurance. Coverage is not to cease and is to remain in force (subject to cancellation notice) until final acceptance by CITY.

   (e) Maximum Deductible. $5,000 each claim.

(f) Additional Insured. CITY must be included as an additional insured.

(g) Notice of Cancellation and/or Restriction. The policy must be specifically endorsed to provide CITY with thirty (30) days prior notice of cancellation and/or restriction.

(h) Flood Insurance. When the machinery or equipment are located within an identified special flood hazard area, flood insurance protecting the interest of PROFESSIONAL and CITY must be afforded for the lesser of the total insurable value of such buildings, structure, machinery and equipment or, the maximum amount of flood insurance coverage available under the National Flood Insurance Program.

(NOTE: IT IS NOT NECESSARY THAT CONSULTANT PROVIDE BOTH A BUILDER'S RISK AND INSTALLATION FLOATER. IF THE WORK ORDER/AGREEMENT INCLUDES CONSTRUCTION OF AND/OR ADDITIONS TO ABOVE GROUND BUILDINGS OR STRUCTURES, BUILDER'S RISK COVERAGE, BUT NOT INSTALLATION FLOATER COVERAGE, MUST BE PROVIDED. WHEN THE WORK ORDER/AGREEMENT INCLUDES THE INSTALLATION OF MACHINERY AND/OR EQUIPMENT INTO AN EXISTING STRUCTURE, BUT DOES NOT CONTEMPLATE CONSTRUCTION OF OR ADDITION TO THE STRUCTURE ITSELF, ONLY THE INSTALLATION FLOATER COVERAGE MUST BE PROVIDED).

6. Professional Liability. PROFESSIONAL shall maintain in force, during the duration of this MASTER AGREEMENT and any WORK ORDER hereunder, and for a period of three (3) years following completion and acceptance of the work performed, standard professional liability insurance providing coverage for negligent acts, errors and omissions committed by PROFESSIONAL. Such coverage shall be in the minimum amount of $1,000.000.00 per claim/annual aggregate. Such insurance shall extend coverage to loss of interest, earnings, profit, use and business interruption, cost of replacement power, and any other special, indirect and consequential damages.

C. CERTIFICATES OF INSURANCE. Certificates of insurance evidencing the insurance coverage specified in the previous paragraphs shall be filed with CITY before operations are begun. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this MASTER AGREEMENT and section and the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this MASTER AGREEMENT.

If the initial insurance expires prior to the completion of the work, renewal certificates of insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

D. INDEMNIFICATION. PROFESSIONAL will indemnify and hold harmless CITY, its departments, elected officials, officers, employees and agents, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees and costs through trial and appeal, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of PROFESSIONAL and other persons employed or

utilized by PROFESSIONAL in the performance of this MASTER AGREEMENT and any WORK ORDER hereunder or arising out of the violation of any law or regulation by PROFESSIONAL or persons employed or utilized by PROFESSIONAL.

SECTION VIII - ACCESS TO RECORDS/AUDIT RIGHTS

PROFESSIONAL shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this MASTER AGREEMENT and WORK ORDERS hereunder. All such time records and cost data shall be maintained in accordance with generally-accepted accounting principles. PROFESSIONAL shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of federal and state regulatory agencies and this MASTER AGREEMENT. CITY's representatives shall have access upon request to such books, records, documents, time and costs accounts and other evidence for inspection, auditing and copying. Any such inspection, auditing and copying shall be at CITY's expense.

PROFESSIONAL shall maintain and allow access to the records required under this section for a period of three (3) years after completion of the services provided under this MASTER AGREEMENT and date of final payment for such services, or date of termination of this MASTER AGREEMENT as provided herein.

For each project and WORK ORDER hereunder, PROFESSIONAL will maintain separate accounting records that will include, but not be limited to, timecards, job cost records, invoices, and all other such data necessary to identify project and WORK ORDER costs. Said records will be made available to CITY's representatives for inspection, auditing and copying at PROFESSIONAL's office upon request and at CITY's expense.

PROFESSIONAL shall allow public access to all documents, papers, letters, and other material that is subject to the provisions of Chapter 119, Florida Statutes, and made or received by PROFESSIONAL in conjunction with this MASTER AGREEMENT or any WORK ORDER hereunder. PROFESSIONAL shall immediately inform CITY of any and all public records requests made to PROFESSIONAL and coordinate with CITY the PROFESSIONAL's compliance with such request.

SECTION IX - OWNERSHIP AND REUSE OF DOCUMENTS

A. OWNERSHIP OF DOCUMENTS. It is understood and agreed by the parties hereto that all documents and materials, including, but not limited to, reports, tracings, plans, specifications, field books, survey information, maps, contract documents, and any other data used, developed or produced by PROFESSIONAL or at PROFESSIONAL's direction for the purpose of this MASTER AGREEMENT and any WORK ORDER hereunder, shall become the property of CITY and shall be made available by PROFESSIONAL at any time upon request of CITY's representatives. When all work contemplated under this MASTER AGREEMENT or any WORK ORDER is complete, all of such documents shall be delivered to CITY's designated representative.

B. REUSE OR PUBLICATION OF DOCUMENTS. All documents, including, but not limited to, drawings and specifications, prepared or produced by PROFESSIONAL for a specific project pursuant to this MASTER AGREEMENT and any WORK ORDER, are related exclusively to the services described in this MASTER AGREEMENT and the WORK ORDER(S) for such project. Unless otherwise provided in a WORK ORDER or other supplemental agreement, they are not intended or represented to be suitable for reuse by CITY or others on extensions of the subject project or on any other project and

any such utilization or adaptation shall entitle PROFESSIONAL to additional compensation at a rate to be agreed upon by CITY and PROFESSIONAL. PROFESSIONAL shall not be liable for any reuse of the documents unless such reuse is intended by the WORK ORDER or the reuse is agreed to by the parties hereto. PROFESSIONAL shall not be liable for any modifications made to the documents by other than PROFESSIONAL or anyone directly or indirectly employed by PROFESSIONAL. Any documents provided to, prepared or assembled by PROFESSIONAL and PROFESSIONAL's subcontractors under this MASTER AGREEMENT and any WORK ORDER hereunder shall be kept solely as property of CITY and shall not be made available to any individual or organization without the prior written approval of CITY. PROFESSIONAL shall not publish any information or documents concerning a project under this MASTER AGREEMENT or any WORK ORDER without the written consent of CITY.

SECTION X - NOTICES

All notices, certificates, reports, requests, demands, materials and any other communications hereunder or pursuant to any WORK ORDER shall be in writing and deemed to have been duly given (i) upon delivery (personally, by courier service such as FedEx or by other messenger) to the address of the appropriate party's designated representative as set forth in the applicable WORK ORDER; or (ii) upon receipt as evidenced by the appropriate form of the United States Postal Service after mailing by United States registered or certified mail, return receipt requested, postage prepaid to such address; or (iii) upon mailing if such registered or certified mail is refused by the recipient or returned unclaimed to the sender.

SECTION XI - PROHIBITION AGAINST CONTINGENT FEES

In accordance with Section 287.055(6)(a), Florida Statutes, PROFESSIONAL warrants that PROFESSIONAL has not employed or retained any company or person, other than a bona fide employee working solely for PROFESSIONAL, to solicit or secure this MASTER AGREEMENT or any WORK ORDER hereunder and that PROFESSIONAL has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for PROFESSIONAL, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this MASTER AGREEMENT or any WORK ORDER hereunder. For breach or violation of this provision, CITY shall have the right to terminate this MASTER AGREEMENT and any WORK ORDER hereunder 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.

SECTION XII - REMEDIES

Any remedies provided in this MASTER AGREEMENT or any WORK ORDER shall be deemed cumulative and additional and are not in lieu of or exclusive of each other or of any other rights or remedies any party hereto otherwise has by law, equity or statute. In any action arising under this MASTER AGREEMENT or any WORK ORDER issued hereunder, the prevailing party is entitled to recover a reasonable fee for the services of the prevailing party's attorney through trial and appeal, in an amount to be determined by the court, together with the prevailing party's costs of the action. In the event each party shall partially prevail in such action, costs and reasonable attorneys' fees shall be equitably apportioned between the parties by the court.

SECTION XIII – RIGHT OF DECISION

PROFESSIONAL shall perform all project services and work to the satisfaction of the Director of CITY's Department having authority over the prosecution of the work contemplated by the WORK ORDER, which Director shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this MASTER AGREEMENT and the subject WORK ORDER and according to the prosecution and fulfillment of the services and work there under, and the character, quality, amount and value of such services and work. Such Director's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties. In the event that PROFESSIONAL disputes a decision of such Director upon any matter, PROFESSIONAL shall appeal the disputed decision in the manner provided in the Code of Ordinances of the City of Vero Beach or such dispute shall be deemed waived.

SECTION XIV - ENTIRE AGREEMENT, VALIDITY, APPLICABLE LAW, VENUE

This MASTER AGREEMENT, together with all WORK ORDERS subsequently issued hereunder by CITY, shall embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged into this MASTER AGREEMENT and such WORK ORDERS.

The parties hereto and their respective legal counsel participated, or the parties hereto were given the opportunity to have their legal counsel participate in the preparation of this MASTER AGREEMENT and each WORK ORDER hereunder; therefore, this MASTER AGREEMENT and each WORK ORDER issued hereunder shall be construed neither against nor in favor of any party hereto, but rather in accordance with the fair meaning thereof.

Neither this MASTER AGREEMENT nor any WORK ORDER issued hereunder may be amended, modified, changed, or supplemented in whole or in part except by an instrument in writing signed by the party or parties against whom enforcement of any such amendment, modification, change or supplement is sought.

The failure of any party at any time or times to require performance of any provision of this MASTER AGREEMENT or any WORK ORDER hereunder shall in no manner affect such party's right to enforce the same. A party may waive a provision of this MASTER AGREEMENT or any WORK ORDER hereunder only in a signed writing specifically stating what is waived. The waiver by any party of any breach of any provision of this MASTER AGREEMENT or any WORK ORDER hereunder shall not be construed to be a waiver by any such party of any succeeding breach of that provision or any other provision.

The invalidity, illegality or unenforceability of any provision or provisions of this MASTER AGREEMENT or any WORK ORDER hereunder will not affect any other provision of this MASTER AGREEMENT or such WORK ORDER, which shall remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this MASTER AGREEMENT or any related WORK ORDER affect the balance of such provision. In the event that any one or more of the provisions contained in this MASTER AGREEMENT or any WORK ORDER hereunder or portion thereof shall for any reason be finally held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, this MASTER AGREEMENT and any such WORK ORDER shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained therein.

The title of this MASTER AGREEMENT and any WORK ORDER hereunder and the section and paragraph headings contained in this MASTER AGREEMENT and such WORK ORDER are not substantive parts of this MASTER AGREEMENT or such WORK ORDER and shall not expand, limit or restrict this MASTER AGREEMENT or such WORK ORDER in any way.

This MASTER AGREEMENT and any WORK ORDER hereunder, regardless of where executed, shall be governed by and construed according to Florida law. The parties agree that venue for resolution of any dispute arising hereunder shall only be in Indian River County, Florida.

This MASTER AGREEMENT and any WORK ORDER hereunder may be executed in one or more counterparts, each of which shall be deemed an original and all which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this MASTER AGREEMENT as of the date first written above.

PROFESSIONAL SERVICES PROVIDER:

WITNESSED BY:

GAI Consultants, Inc.
(full legal name of PROFESSIONAL)

Sign: _____
Print: Brett Hurt

Sign: Tara Hollis
Print: Tara Hollis

BY:
Sign: _____
Print: Gerald C. Hartman
Title: Vice President

Sign: _____
Print: Lawrence S. Gendzier
Title: Corporate Counsel

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 10th day of May, 2011, by Gerald C. Hartman, as Vice President of GAI Consultants, Inc., who X is personally known to me; OR ____ presented _____ as identification; and who did not take an oath.

NOTARY PUBLIC

Notary Public State of Florida
Teresa C Browne
My Commission EE082670
Expires 04/10/2015

Sign: _____
Print: Teresa C. Browne
State of Florida at Large (seal)
Commission No.: EE082670
My Commission Expires: 4/10/2015

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CITY OF VERO BEACH, FLORIDA:

ATTEST:

Sign: _____
Print: Tammy K. Vock
Title: City Clerk

CITY OF VERO BEACH

BY:
Sign: _____
Print: _____
Title: Mayor

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as Mayor, and attested by Tammy K. Vock, as City Clerk, of the City of Vero Beach, Florida. They are both known to me and did not take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large (seal)
Commission No.:_____
My Commission Expires:_____

Approved as to form and legal sufficiency:

Acting City Attorney

Approved as conforming to municipal policy:

Interim City Manager

Approved as to technical requirements:

Director of Water & Sewer

Approved as to technical requirements:

Director of Power Resources

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Water and Sewer Department

Memorandum

To: **Monte K. Falls, Interim City Manager**

From: **Robert J. Bolton, Director of Water and Sewer** RJB

Date: **May 4, 2011**

Subject: **Appraisal and Optimization Study Proposals from GAI, Consultants**

Please find attached a "White Paper" that I have prepared at the request of City Council along with proposals for additional appraisals of the Water and Sewer System and an Optimization Study from GAI Consultants.

Please place these items on the upcoming Utility Commission, Finance Commission and City Council Meetings for consideration.

Received
MAY 2011
City Mgr.'s Office

City of Vero Beach/Indian River County

Water, Sewer and Reuse Merger/Consolidation

White Paper

Section 1 – Introduction

The City has received increased scrutiny regarding utility rates since the summer of 2009 when electric rates had to be raised to cover costs from Florida Municipal Power Association (FMPA). This scrutiny spilled over to the Water and Sewer System later that summer when the City had to raise rates to pay for the Deep Injection Well Project and to make up for lost revenues as a result of water conservation measures imposed by the Saint Johns River Water Management District. With the increase in water and sewer rates, the City's rates exceeded the County's rates for the first time in history. The City's rate consultant PRMG also proposed future increases over the next 4 years. Staff was immediately charged by City Council, who was responding to the concerns of the rate payers, with finding solutions to stop the future rate increases and the borrowing of additional money. Staff started to look at reducing operating costs and at reorganizing the 5 Year Capital Plan to defer some of the capital projects so that all capital projects could be paid through rates without borrowing additional money. These two tasks were accomplished and the future rate increases were repealed in September 2010. Customer complaints on rates have since stopped, however the political motivation to merge the City system with the County system emerged during this time and still exists. In addition, proponents of the merger have criticized the City on the process for which the rate increases were repealed which has led to skepticism.

Section 2 – Political History

In August of 2009, discussions began between the City of Vero Beach and Indian River County regarding utilities. A Joint Meeting was held between the City, County and Town of Indian River Shores (IRS) in October 2009. A Consultants Competitive Negotiations Act (CCNA) Committee was formed and selected a Utility Consultant (GAI Consultants) in February 2010. In May 2010 the CCNA Committee learned that the County rejected GAI's proposal. On June 7, 2010 the CCNA Committee held its final meeting. Talks again started between the City and County in December 2010. On April 5, 2011 the County voted not to renew the water and wastewater franchise that will expire in 2017. On April 19, 2011 the City received an opinion from Tom Cloud (City's Utility Legal Counsel) regarding the continuation of water and sewer service in the unincorporated areas of the County. On the same day the County voted to make the City an offer to pay-off the City's debt (estimated at $24 million) in exchange for merging the two systems. On April 29, 2011 the City and County had a joint meeting and decided to further look into the County proposal.

Section 3 – Where do we go from here?

Like the Electric System, now is the time for the City to make decisions on what service the City wants to provide for water and sewer in the future. The City currently serves inside its corporate limits, the Town of IRS, South Beach and unincorporated areas on the mainland with water and sewer. These boundaries changed many times from the 1950's to 1989 when the "Territorial Agreement" was finalized with the County. The options the City has are:

1. Status Quo;
2. Serve inside the City Limits Only;
3. Serve inside the City Limits and IRS;
4. Serve inside the City Limits and unincorporated County;
5. Merge with the County and have the County operate the System;
6. Merge with the County and have the City operate the System;
7. Merge with the County and form a Utility Authority;
8. Sell the system to a private or publicly owned company;
9. Form a "not for profit" corporation owned by the customers;
10. Serve inside the City Limits and provide bulk water and sewer contracts outside;
11. Privatize the City System;
12. Combinations of the above.

Some of the options listed above are probably not politically palatable, however, need to be listed. As the City moves through this process in deciding what is best for the taxpayers and rate payers, it needs to consider its current autonomy and decide whether it should give up certain controls that have existed for decades. Such controls are level of service, water quality, growth management, public health, economic development, rates, economic assistance, annexation, etc. Owning a water and sewer system (and electric system) provides local officials the necessary power to make decisions that impact all of these controls. These controls are often forgotten because most people only focus on cost.

Section 4 – What do we need to know?

The City hired GAI to appraise the City Assets inside the Town of IRS and South Beach Area. These appraisals are complete and the values are $12.6 and $10.7 million respectively. The City needs

additional appraisals of assets inside the City Limits and the unincorporated mainland service territory. The County has no authority to condemn the City's assets and can only provide service to City customers through an agreement with the City. I have rendered my opinion that the system is probably worth $80 to $100 million, however I am neither a certified appraiser nor claim to be one. The City will need to hire GAI or another certified utility appraiser to complete the appraisal of the City's assets.

In addition, the City needs to perform an optimization study of its operations and revenues. Such an optimization study of the water and sewer system will further stabilize rates and increase the value of the system.

Finally the City should hire PRMG to perform a checkup on the City's rate structure after the optimization so that any lingering skepticism can be put to rest.

Only after all of the above tasks have been completed could the City truly make a thorough and informed decision that will protect the taxpayers and rate payers.

Section 5 – City/County Merger

During discussions with the County regarding a merger a review of the following would be warranted:

1. County Consent Orders;
2. Developer Agreements and associated refund obligations;
3. County General Fund Transfers and General Administration Charges;
4. Consumptive Use Permits;
5. Reclaimed Water Contracts.

In addition, a water quality model will be needed for the water system to show the effects of free chlorine disinfection on the barrier island infrastructure and a force main model will be needed to support the County's wastewater plan.

Finally, I would suggest that the City require the County to perform a rate study on their current system and again with the combined system.

gai consultants
transforming ideas into reality

April 27, 2011
GAI # Pending

Mr. Robert J. Bolton
Director, Water and Sewer Administration
City of Vero Beach
P.O. Box 1389
Vero Beach, FL 32960

Re: GAI Proposal to Appraise City of Vero Beach Water, Wastewater, and Non-Potable Use Systems.

Dear Mr. Bolton:

Pursuant to the City's request, this letter constitutes GAI Consultants, Inc. (GAI) proposal to serve the City of Vero Beach concerning the appraisal of its:

1. Potable Water,
2. Wastewater, and
3. Non-Potable Use (reclaimed, AWS, surface water, non-potable water source) systems.

Historically, GAI appraised the fractional components of these systems located within the:

1. Town of Indian River Shores, and
2. Coastal County/Unincorporated Area (South Beaches).

GAI will utilize the information and analysis performed concerning the fractional components delineated above in this work.

This request involves the analysis and appraisal of:

1. Fractional components located:
    a. Mainland Unincorporated Areas, and
    b. Within the City Limits both Mainland and Beach Areas
2. The complete integrated system including the potable water, wastewater and non-potable services/ facilities.

Three (3) opinions of value will be determined one each for the two (2) subject fractional systems and for the complete system. The premise of Value is fair market value. The context of the analysis is for asset management and decision making by the City and not under compulsion or duress. The City is a knowledgeable owner with several decades of historical operational experience to its customers. There are no environmental consent orders, judicial orders, or legal documents which require/compel the purchase and/or sale of the system.

The effective date of valuation shall be as of July 31, 2011. The Client is the City of Vero Beach. The intended user is the City of Vero Beach. The intended use is for asset management and decision making. The property interest is fee simple with the full bundle of rights accruing thereto unrestricted and as encumbered by debt instruments and as environmentally regulated by State Agencies.

Basic information will be supplied by the Client and other public sources and such information is taken as correct. Verification and review will occur. Inspection of all major assets is required. The procedures to be followed are those delineated in the Uniform Standards of Professional Appraisal Practice (USPAP) and by Congress as the Source of Appraisal Standards and Appraiser Qualifications. The report will summarize the activities, analysis and determinations with additional back-up maintained in GAI's files. The report will be signed and sealed by an accredited Senior Appraiser having special expertise specifically in these special purpose properties with an excess of five years accredited experiences and 50 such systems within Florida and will comply with the standard rules for certification.

The Fractional Appraisals shall utilize the replacement cost less depreciation as the primary technique with appropriate comment and discussion of the other income and comparable sales techniques. The Complete Systems Appraisal shall include the full consideration of techniques with the reconciliation and adjustments resulting in the opinion of value.

The easements shall be considered encumbered by the assets. Fee simple parcels will have as specialty utility land appraisal by Mr. Richard Klusza, MAI (well sites, water treatment plant, wastewater treatment plant, major pump stations, water storage sites and reclaimed water storage sites). That fee is $20,000 with an additional $3,200 for other direct costs.

The engineering analysis will be conducted by GAI Florida Professional Engineers with a fee of $18,000 with an additional $1,500 for other direct costs. The financial analysis will be conducted by GAI's Florida CPA with a fee of $20,000 without other direct costs. The Appraisal will incorporate the above and previous work at a cost of $30,000 with other direct costs of $1,500. The total upset limit compensation for the appraisals (3 opinions of value) is $94,200.

GAI is an 800 person firm. We have the professional state to prosecute this assignment if the City desires to consider the consolidation of such systems with the County and desires to document the fair market value of its system as provided by City Code.

The time period for completion is 90 days (approximately 3 months) from the receipt of this executed agreement amendment. The terms and conditions shall be the same as those delineated in GAI's previous agreements with the City. The hourly rates shall be the same as reflected in the previous agreements.

Respectively Submitted,

GAI Consultants, Inc.

Gerald C. Hartman, PE, BCEE, ASA
Vice President

Witness

Witness

gai consultants
transforming ideas into reality

Accepted by:
City of Vero Beach, Florida

Witness	Authorized Signature
Witness	Date

Cc: Mr. Monte Falls, Acting City Manager

gai consultants
transforming ideas into reality

April 27, 2011
GAI Project No.: A100855.04

Mr. Monte Falls, Acting City Manager
City of Vero Beach
1053 20th Place
Vero Beach, FL 32960-5359

Re: Proposal for a Water, Wastewater, and Reuse Systems Operational and Financial Optimization Study

Dear Mr. Falls:

This letter constitutes GAI Consultants, Inc. (GAI) proposal to serve the City of Vero Beach (City) regarding performing a Water, Wastewater, and Reuse Systems (the "Systems") Operational and Financial Optimization Study. GAI was previously selected by the City through a Consultants Competitive Negotiations Act (CCNA) process and has been providing other consulting services to the City relative to utility matters with the water, wastewater, and electric systems. As GAI is an 800-person firm, assignment of this work will not impede our work that is currently in process, including on the electric side.

GOALS

The goals of this efficiency, management consulting, optimization analysis are to:

1. Maintain current rate levels while providing more equitable cost recovery;
2. Increase utility reserve levels;
3. Provide additional funding for employee pension and/or other employee benefits which may be underfunded at this time;
4. Prepare the financial proforma which incorporates all the recommended optimizations; and
5. Provide the information for PRMG to update their previous rate and charge reports with an optimized system operation.

SCOPE OF SERVICES

GAI shall perform the following tasks in preparation of a Water, Wastewater, and Reuse Systems Financial and Operational Optimization Study for the City:

Task 1: Operational Review of the Water, Wastewater, and Reuse Systems

A. GAI will review and evaluate historical and current data regarding the operation of the City's water, wastewater, and reuse systems. Items to be reviewed and evaluated include:

1) Standard Operating Procedures

2) Contracts

3) System component and ways to provide potential cost savings including energy efficiency savings

4) Peak loads and potential peak load dampening

B. GAI will provide comments and recommendations on the appropriate staffing levels with regard to the industry and FDEP requirements of the operations staff supporting each system, as well as future staffing levels based on any automation that would be recommended in the Report.

C. GAI will review and evaluate ways to augment the supply of reuse water in the system including:

1) Potential to pump stormwater out of a canal via a horizontal well into the old water treatment plant filters and then pump into the reuse system;

2) Potential purchase or sale of reuse water with the County;

3) Stormwater Harvesting; and

4) Expansion of capacity an sales with:

a) Town of Indian River Shores

b) Johns Island Water Management, Inc.

c) City Customers

d) Indian River County

D. GAI will provide value engineering services by reviewing the City's current capital improvement plan and assigning each item to one of the following categories:

1) Projects that are immediately necessary based on regulatory requirements or customer demand requirements,

2) Projects that would provide efficiency or promote cost effective solutions but are not immediately necessary to meet regulatory requirements or to meet customer demand requirements, or

3) Projects that can be deferred.

E. GAI will provide an evaluation of the City's internal laboratory services.

Task 2: Financial Review of the Water, Wastewater, and Reuse Systems

A. GAI will review and evaluate the financial obligations and requirements of the water, wastewater, and reuse systems.

B. GAI will review and evaluate such financial and accounting information as budgets, historical and current financial records, operation and maintenance reports, capital improvement programs, and schedules of existing and proposed debt service as they pertain to the water, wastewater, and reuse systems. From such data, GAI will prepare a schedule identifying the total fiscal requirements, operating income, and net revenue requirements of the utility fund. GAI will discuss with City staff the findings, identify any anticipated adjustments, and obtain concurrence on the net revenue requirements.

C. GAI will review the systems' current outstanding debt and will work with Mr. Craig Dunlap, the City's financial advisor, to:

1) Make recommendations to maintain and improve the systems' financial stability including refinancing debt to spread out the payments to the average service lives of the assets;

2) Evaluate the systems' outstanding debt existing terms and conditions, bond covenant funds, current debt service reserve and sinking funds versus potential surety requirements, to ensure they all provide for consistent creditworthiness across each system and that the City's cash reserves for debt service are being utilized in the most effective manner; and

3) Optimize Series 2008 Note refunding.

D. GAI will review the capital projects identified in Task 1, D 1 and 2 above to identify any potential grants and/or low interest loan moneys may be available to help finance the projects.

E. GAI will review and evaluate potential sales of water, wastewater, and reuse water services to the County.

F. GAI will review and evaluate the City's existing billing application system. Issues to be addressed include:

1) Potential conversion from billing based on meter equivalencies by meter size to equivalencies for all meters (similar to the County),

2) Service Availability Fees (similar to the County),

3) Level of service standards in comparison with Indian River County for consistency,

4) Overall rate and charge application for each system as compared to the County for consistency,

5) Customer usage audit to determine the capacity used and to assess the potential application of a capital recovery charge based upon historical use, and

6) Comparison of utility financial reserve levels with industry standards and neighboring similar systems.

Presently, the City and County rates have different application systems. The number of units is greater than the number of meters. The County bills on the number of units and the City by meter size for residential and commercial customers and units for multi-family customers. This conversion does not impact the typical single family residence using the purchased level of service. It does impact other users that are using different than their purchased level of service.

G. Schedules delineating the projected fiscal impacts of each of the operational and financial optimizations will be prepared for a 5-year projection period. In addition, a 5-year pro-forma operating statement will be developed for the water, wastewater, and reuse systems. The pro-forma will include a projection of revenues, O & M expenses, cash flow needs of the capital improvement program and other fiscal requirements of the utility. The projected operating results will be used to demonstrate the sufficiency of current rates and feasibility of overall operations as optimized.

H. Use of projections from G above to attain industry standard or above utility reserve levels and utility employee pension expected funding as provided by the City Human Resource Administration and Pension Plan administration projected shortfalls.

Task 3: Other Optimizations and Financial Sufficiency Services

A. During the course of this Study, GAI may recommend other optimizations for further study including overall administrative structures for the utility systems.

B. GAI will work with the City's current rate consultant, PRMG and provide information to PRMG relative to our financial and operational optimization study to enable PRMG to issue a revised letter for future sufficiency of current rate levels. Task 3, B will be completed after GAI's final report is issued.

Task 4: Reports, Meetings and Other Deliverables

A. **Project Initiation** – GAI will meet with City staff to discuss the goals and objectives of the City. It is anticipated that there will also be discussions regarding:

1. Data availability,
2. Historic and projected operating and administrative policies and procedures,
3. Consultant/City communications,
4. Time schedules, and
5. Meeting and deliverable formats.

B. **Preliminary Findings** – Upon completion of the initial analysis, GAI will provide alternatives regarding the operational and financial optimization of the water, wastewater, and reuse systems, and meet with City staff regarding the findings, opinions, and alternatives. After sufficient time for City staff to review, if necessary, GAI will discuss any issues or concerns of City staff and incorporate such directions into the Study.

C. **Draft Reports** – Upon incorporation of the City's comments, GAI will prepare a draft report. Ten (10) copies of the draft report will be provided for review by the City staff.

D. **Draft Report Meeting** – One meeting is contemplated between GAI and City staff to discuss the draft report. GAI also anticipates that upon completion of such discussion, sufficient comments and direction from City staff will be provided whereby GAI can finalize the reports.

E. **Final Report** – Thirty-Five (35) copies (10 for the Public Utility Committee meeting, 10 for the Finance Committee meeting, and 15 for the City Council meeting) of the final report will be provided to the City.

F. **Presentations** – GAI will present the final report to the following:

1) Public Utility Committee
2) Finance Committee
3) Workshop presentation to the City Council

It is anticipated that a minimum of two (2) representatives from GAI will participate in each of the presentations.

Task 5: Additional Services

In association with the above assignment, GAI will respond to requests by the City for additional services. The additional services may include, but not be limited to: engineering designs; development of operational manuals; financing/refinancing assistance; development of additional revenue sources; expense optimization analysis; additional meetings not identified above including one-on-one meetings with Council members; implementation assistance; negotiations with other entities services; and utility strategic planning.

Additional Services will be provided based on written requests from the City's Representative.

ITEMS TO BE FURNISHED AT NO EXPENSE TO GAI

The City will assist GAI by furnishing, at no cost to GAI, all available pertinent information including previous reports, financial statements, budgets, cost estimates, customer data, agreements, ordinances, codes, and any other data relative to performance of the above services for the project. It is agreed and understood that the accuracy and veracity of said information and data may be relied upon by GAI without independent verification of the same.

The City shall designate in writing a person to act as the City's Representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to GAI's services.

SCHEDULE

The Draft Report is anticipated to be completed within 125 days of notice to proceed. The Final Report, Presentations, and work with PRMG are anticipated to be completed within 60 days of receipt of comments on the Draft Report and the Draft Report meeting.

COMPENSATION

The compensation for this assignment, as detailed in the above **Scope of Services** is proposed on a not to exceed limit as follows and will be billed hourly in accordance with the rates previously adopted by the City.

Task	Not-To-Exceed Limit	
Task 1	$	18,250.00
Task 2	$	22,480.00
Task 3	$	3,500.00
Task 4	$	33,500.00
Task 5	Budgeted and Scoped As Requested	
Direct Costs	$	1,245.00
Total	$	78,975.00

TERMS AND CONDITIONS

The terms and conditions of our previous work authorizations with the City continue to apply.

CLOSING

We look forward to providing the Water, Wastewater, and Reuse Systems Operational and Financial Optimization Study services you desire. If the above is acceptable to the City, please execute one copy of this agreement and return it to our office. The receipt of a signed agreement shall also constitute GAI's notice to proceed with the work.

Very truly yours,

GAI Consultants, Inc.

Gerald C. Hartman, PE, BCEE, ASA
Vice President

Witness

Witness

Accepted by:
City of Vero Beach, Florida

Witness

Authorized Signature

Witness

Date

Cc: Mr. Robert Bolton, Utilities Director

gai consultants
transforming ideas into reality

Addendum to the City Council Meeting Agenda

__ New Business X Old Business

Author: Pilar Turner **Council Meeting Date:** May 17, 2011 **Priority** ____ **of** _____

9A-1)

Title: Water and Wastwater Utility

Summary of your points for discussion: Monthly progress report of discussions with the County regarding merging of out systems.

All agenda Additions - Public need or issue addressed: County has given notice it will not seek renewal of service for County customers in 2017. Indian River Shores evaluating renewal of franchise agreement which expires 2016. Evaluation of regionalization opportunity with the County.

Statement of the proposed solution to the public need or issue: Staff submit progress report.

New Business Only - Relevant City Charter, code references, legal:
Charter prevents use of Wastewater plant riverfront for any purpose other than park without referendum.

Backup - additional attached documentation includes:

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue: Special Call meeting April 29 Council voted to move forward with discussions.

Addendum to the City Council Meeting Agenda

__ New Business X Old Business

Author: Pilar Turner **Council Meeting Date:** May 17, 2011 **Priority** ____ **of** _____

9A-3)

Title: GAI Electric Utility Consulting Contract

Summary of your points for discussion: Monthly update of deliverables and expenses.

All agenda Additions - Public need or issue addressed: Monitor expenses and progress of consulting contract.

Statement of the proposed solution to the public need or issue: Council to review progress on montly basis.

New Business Only - Relevant City Charter, code references, legal:

Backup - additional attached documentation includes: None

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue: Award of Contract on April 5.

Addendum to the City Council Meeting Agenda

__ New Business X Old Business

Author: Brian Heady **Council Meeting Date:** May 3, 2011 **Priority** ____ **of** ____

Title: FPL Report

9A-5)

Summary of your points for discussion:

All agenda Additions - Public need or issue addressed: Progress on FPL

Statement of the proposed solution to the public need or issue: To be determined

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New Business Only - Relevant City Charter, code references, legal:

Backup - additional attached documentation includes:

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue:

3/16/10; 4/6/10; 6/15/10; 11/8/10; 12/7/10; 12/21/10; 1/4/11; 1/18/11; 2/1/11; 2/15/11; 3/1/11; 3/15/11; 4/5/11

Addendum to the City Council Meeting Agenda

✓New Business __Old Business

Author: A. Craig Fletcher

Council Meeting Date: May 17TH. 2011

Priority 1 of ____

9B-4)

Title: Main Street

Summary of your points for discussion: An "update" for the council on the progress of the Main Street program.

All agenda Additions - Public need or issue addressed: N/A

Statement of the proposed solution to the public need or issue: No Council Action required at this time.

New Business Only - Relevant City Charter, code references, legal:

Backup - additional attached documentation includes: To be presented with the future Main Street plan. (Will be in attendance)

Old Business Only - Dates of past discussions / decisions by Council relevant to the issue: None required.