

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13D
DATE 9/26/11

Meeting Date: September 26, 2011

Public Hearing ___ Ordinance ___ Resolution ___ Motion X

Legal Advertisement: May 24, 2011 & May 31, 2011 DemandStar Broadcast Date: May 18, 2011

Item: E-Bid #20110077 Eastern Watershed Improvement Project (EWIP) Loutus Pond STA & Blackwell Waterway Improvements Project

Recommended Action:

- 1) Approval of award and Contract Documents to American Earth Movers, Inc. for the construction the Eastern Watershed Improvement Project (EWIP) Loutus Pond STA & Blackwell Waterway Improvement Project in the amount of \$2,751,349.05, which includes a one-time Indemnification Fee of \$10.00. The Contract period will be 240 calendar days.

Exhibits: Department memo attached [] yes [] no

Copies of the Bid tabulation Report, Specifications, Construction Plans and the submitted Bid Reply Sheets

NOTE: Offers from vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Summary Explanation/Background Information: The Loutus Pond and the Blackwell Waterway Improvements are the latest element of the Eastern Watershed Improvement Projects (EWIP) to be scheduled for construction. The project involves the construction of a large stormwater detention facility, a weir structure, a concrete pad area for a mobile pump station, improvements to the Blackwell Pump Station building, drainage pipe installation, conduit installation and swale/ditch. It does not include landscaping or aquatic plantings which will be undertaken as a separate contract. The main drainage pond site is located east of U.S. #1, south of Harrington Avenue and west of the Seabold Waterway. The Bids were opened on June 30, 2011 and seven (7) bids were received. American Earth Movers, Inc. submitted the lowest responsive and responsible bid at \$2,751,349.05 which is \$1,319,611.87 lower than the highest bid. The Engineering Department recommends that American Earth Movers, Inc., who is located in Miami, Florida, be awarded the Loutus Pond STA & Blackwell Waterway Improvements Project.

Purchase is not a replacement Purchase is budgeted.

Award Amount: \$2,751,349.05

Department requests expenditure from the following:

Fund	403	EWIP Fund
Cost Center	4126	Street & Drainage
Object Code	568812	Other Infrastructure
Project	00000	n/a

Director of OMB concurs with award: CL City Manager concurs with award: AD

Department requests 0 minutes to make a presentation.

Submitted by: Patricia Roebing Date Submitted: 9/20/11

Title: City Engineer

RECEIVED

SEP 20 2011

City Manager's Office



CITY OF PORT ST. LUCIE
Engineering Department
Accredited Agency – American Public Works Association



MEMORANDUM

TO: CHERYL SHANABERGER – DEPUTY DIRECTOR OF OMB
FROM: JAMES E. ANGSTADT, P.E., CIVIL ENGINEER JEA
DATE: AUGUST 23, 2011
RE: LOUTUS POND & BLACKWELL WATERWAY IMPROVEMENTS, BID #20110077
EASTERN WATERSHED IMPROVEMENT PROJECT
AMERICAN EARTH MOVERS, INC
RECOMMENDATION OF AWARD

The Loutus drainage pond and the Blackwell Waterway Improvements are the latest elements of the Eastern Watershed Improvement Project (EWIP) to be scheduled for construction. The project involves the construction of a large stormwater detention facility, a weir structure, a concrete pad area for a mobil pump station, improvements to the Blackwell Pump Station building, drainage pipe installation, conduit installation and swale/ditch. It does not include landscaping or aquatic plantings which will be undertaken as a separate contract. The main drainage pond site is located east of US 1, south of Harrington Avenue and west of the Seybold Waterway.

Bids for this project were received on June 30, 2011 with seven (7) contractors submitting proposals. Attached, please find a bid tabulation report for this project which has been reviewed by the staff of this Department. The Engineering Department recommends that American Earth Movers, Inc. be awarded the Loutus Pond & Blackwell Waterway Improvement project with a bid of \$2,751,349.05.

We hereby request that this item be scheduled for the next available City Council meeting for their review and consideration. We anticipate the project construction will commence in early September, and the project completion period is 240 days from the Notice to Proceed. This contract is funded by Acct. No. 403-4126-568812-00000. If you have any questions or require additional information, please do not hesitate to contact me.

/jea

c: Greg Oravec, Assistant City Manager
Jesus Merejo, Utility Systems Director
Patricia Roebing, P.E., City Engineer
Kim Graham, P.E., Assistant City Engineer
Dave Pollard, Director of OMB
Dale Majewski, NPDES Program Manager
Steve Jungjohan, Manager CIP

S:\projects\EWIP\3.0 Design\3.9 Bid Documents\3.9.8 LoutusBlackwell\11-08-23 OMB LoutusBlackwell AEM RECOMMMD to OMB.doc

**CITY OF PORT SAINT LUCIE
CONTRACT #20110077**

This CONTRACT, executed this _____ day of _____, 2011, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and **American Earth Movers, Inc.**, 940 NE 79th Street, Miami, Florida, 33138, Telephone No. (305) 756-7616 and Fax No. (305) 756-7626, hereinafter called "Contractor", party of the second part.

RECITALS

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

CONTRACT SUPERVISOR

As used herein the Contract Supervisor shall mean James Angstadt, P.E., Engineering Department at (772) 344-4239, or his designee

Engineer of Record shall mean Mr. Joseph W. Capra, P.E., Captec Engineering and he can be reached at (772) 692-4344, or his designee.

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20110077 consisting of pages 1 - 64, all Addenda, Technical Specifications Parts 1, 2 & 3 consisting of pages 1 - 63, Attachments A - L, and Construction Plans prepared by Captec Engineering, Inc. dated 2/1/11 consisting of pages 1 - 15 for the construction of the **EWIP Loutus Pond & Blackwell Waterway Improvements** are hereby incorporated by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence _____ and terminate two hundred forty (240) calendar days thereafter on _____, 2011. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis in the amount of **\$2,751,349.05** as indicated on Schedule A attached herein and made a part of this contract, which includes a one-time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- The City will make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made Net 30 days after the receipt of the Pay Request. Retainage, if applicable, will be held as per FS Section 218.735 (8)(a)-(b) of ten percent (10%) on each invoice submitted. The City will make payment unless the City feels there are grounds for withholding the payment of Retainage. If the City makes payment of the Retainage to the Contractor then the Contractor shall timely remit payment of such Retainage to all subcontractors and suppliers attributable to the labor, services or material supplied. All remaining retained amounts will be released to the Contractor Net 30 days after final completion of work and the City's acceptance of project. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each pay request. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract fully performed, City will promptly issue a final certificate, stating that the work provided for in this Contract has been completed and that acceptance by him under the terms and the conditions thereof is recommended and the entire balance due the Contractor, subject to the covenants in the Standard Specifications and to any liquidated damages, if any assessed against the Contractor, will be paid to the Contractor net thirty (30) calendar days after the date of said final certificate.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been paid. Final Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the 10th of the month, and payments shall be made net thirty calendar (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payment shall be made Net thirty calendar days (30) of receipt of Contractor's valid invoice, provided invoice is accompanied by adequate supporting documentation, partial release of liens and approved by Contract Supervisor as provided in Section XII of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

**SECTION IV
CONFORMANCE WITH BID**

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

**SECTION V
INDEMNIFICATION/INSURANCE**

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000

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General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 5 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20110077 for the EWIP Loutus Pond & Blackwell Waterway Improvements shall be listed as additionally insured**". The Certificate of Insurance and policy shall unequivocally provide thirty- (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

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It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

Payment & Performance Bonds: The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force a minimum of one (1) years after the work required has been completed and final acceptance by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City Manager or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VIII COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required

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 for the performance of the Contract. All materials furnished and works done are to comply with all local, state and
 federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. § 35.151.

Davis-Bacon Act Wage Rate Decision:

GENERAL DECISION: FL20100278 01/21/2011 FL278

Date: January 21, 2011

General Decision Number: FL20100278 01/21/2011

Superseded General Decision Number: FL20080278

State: Florida

Construction Type: Heavy

County: St Lucie County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	03/12/2010
1	10/29/2010
2	11/19/2010
3	01/21/2011

* ELEC0728-006 09/01/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 28.46	8.60

 ENGI0487-014 01/01/2010

	Rates	Fringes
OPERATOR: Crane All Tower Cranes Mobile, Rail, Climbers, Static- Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydraulic, Electric or Otherwise; Cranes 150 Tons & Over; Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydraulic Cranes Over 25 Tons but not more than 50 Tons; Hydraulic/Friction Cranes; & All Types of Flying Cranes; Boom Truck.....	\$ 28.30	8.78
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydraulic Cranes 25 Tons & Under, & Over 50 Tons (With Oiler); Boom Truck.....	\$ 27.57	8.78

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OPERATOR: Drill.....\$ 25.05 8.78
 OPERATOR: Oiler.....\$ 22.24 8.78

IRON0402-003 04/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 22.22	7.65

LABO1652-004 05/01/2009

	Rates	Fringes
LABORER: Grade Checker.....	\$ 14.50	4.67

PAIN0452-007 08/01/2010

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 16.00	6.20

SUFL2009-175 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.50	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 16.46	0.00
LABORER: Common or General.....	\$ 10.52	0.00
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 13.93	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws.....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 21.70	0.00
OPERATOR: Blade/Grader.....	\$ 16.00	2.84
OPERATOR: Bulldozer.....	\$ 16.07	0.00
OPERATOR: Loader.....	\$ 14.11	0.00
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 11.25	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00

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TRUCK DRIVER: Lowboy Truck.....\$ 12.73		0.00
TRUCK DRIVER: Off the Road Truck.....\$ 12.21		1.97
TRUCK DRIVER: Servicer.....\$ 12.00		0.00
TRUCK DRIVER: Dump Truck.....\$ 10.60		0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in

- 2.) and
3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations.

Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).

Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

SECTION IX CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

SECTION X NOTICE OF PERFORMANCE

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Contract Supervisor.

SECTION XI DELIVERY DOCUMENTATION

Not applicable.

**SECTION XII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIII
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

**SECTION XIV
LICENSING**

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

**SECTION XV
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI
ASSIGNMENT**

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the

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City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand nine hundred fourteen (\$1,914.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

D. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

SECTION XVIII LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XIX REIMBURSEMENT FOR INSPECTION

EWIP Loutus Pond & Blackwell Waterway Improvements Project

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XX
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXI
RENEWAL OPTION**

Not applicable to this contract.

**SECTION XXII
ENTIRE CONTRACT**

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

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IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of American Earth Movers, Inc.

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2011.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

EWIP Loutus Pond & Blackwell Waterway Improvements Project
 SCHEDULE "A"

SCHEDULE 1 - LOUTUS POND						
LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
GENERAL ITEMS						
1	101-1	MOBILIZATION (INCLUDES VIDEO)	LS	1	\$275,000.00	\$ 275,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 5,000.00	\$ 5,000.00
3	104-10-3	SEDIMENT BARRIER	LF	4,650	\$ 1.00	\$ 4,650.00
4	104-11	FLOATING TURBIDITY BARRIER	LF	300	\$ 1.00	\$ 300.00
5	104-12	STAKED TURBIDITY BARRIER	LF	80	\$ 15.00	\$ 1,200.00
6	104-15	SOIL TRACKING PREVENTION DEVICE	EA	2	\$ 1,500.00	\$ 3,000.00
7	110-1-1	CLEARING & GRUBBING (INCLUDES CONCRETE REMOVAL)	AC	14	\$ 2,000.00	\$ 28,000.00
8	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	\$ 5,000.00	\$ 5,000.00
9		INDEMNIFICATION FEE	LS	1	\$ 10.00	\$ 10.00
10		Total for General Items	--	--	--	\$ 322,160.00
ROADWAY AND DRAINAGE						
11	120-1	REGULAR EXCAVATION	CY	180,000	\$ 5.06	\$ 910,800.00
12	120-4	SUBSOIL EXCAVATION (UNSUITABLE MATL) (ALLOWANCE)	CY	10,000	\$ 1.25	\$ 12,500.00
13	120-6	EMBANKMENT	CY	500	\$ 0.70	\$ 350.00
14	334-1-13	SUPERPAVE ASPH. CONC. (1" TH)	SY	1,000	\$ 38.00	\$ 38,000.00
15	400-2	(INCLUDES MILLING & THERMO)	EA	2	\$16,366.60	\$ 32,733.20
16	424-999	CONCRETE ENDWALL (DOUBLE 72" RCP)	LF	100	\$ 10.90	\$ 1,090.00
17	425-1551	SWALE WITH LINER	EA	2	\$ 2,015.15	\$ 4,030.30
18	430-175-124	INLETS, DITCH BOTTOM, TYPE E, <10'	LF	51	\$ 51.70	\$ 2,636.70
19	430-175-130	24" CORRUGATED ALUMINUM PIPE	LF	20	\$ 66.90	\$ 1,338.00
20	430-175-130	30" CORRUGATED ALUMINUM PIPE (INCLUDES CONC. COLLAR)	LF	168	\$ 56.10	\$ 9,424.80
21	430-175-172	30" REINFORCED CONCRETE PIPE	LF	48	\$ 246.00	\$ 11,808.00
22	455-133-5	72" REINFORCED CONCRETE PIPE	SF	1,800	\$ 15.00	\$ 27,000.00
23	530-3	VINYL SHEET PILE WEIR (SG-750)	CY	20	\$ 400.00	\$ 8,000.00
24	530-3-4	CONCRETE PILE CAP (INCLUDES REINFORCING STEEL)	SY	267	\$ 79.25	\$ 21,159.75
25	530-78	RIP RAP RUBBLE 24"	SY	665	\$ 60.15	\$ 39,999.75
26		ARTICULATED CONCRETE BLOCK MAT (COMPLETE W/FABRIC)	--	--	--	\$ 1,120,870.50
		Total for Roadway and Drainage	--	--	--	\$ 1,120,870.50
PLANTING & GRASSING						
27	570-1-2A	PERFORMANCE TURF (SOD) (BAHIA)	SY	29,000	\$ 1.30	\$ 37,700.00
28	599-999	IRRIGATION REPAIR ALLOWANCE	ALLOW	1	\$ 5,000.00	\$ 5,000.00
29		Total for Planting and Grassing	--	--	--	\$ 42,700.00

SIGNING & PAVEMENT MARKING						
30	700-20-40	SINGLE POST SIGN (WARNING SIGN)	EA	2	\$ 500.00	\$ 1,000.00
31		<i>Total for Signing and Pavement Marking</i>	--	--	--	\$ 1,000.00
UTILITIES						
32	635-1-15	PULL & JUNCTION BOXES, F&I, FIBER OPTICS	EA	4	\$ 575.00	\$ 2,300.00
33	1000-0	UTILITY RELOCATION ALLOWANCE	LS	1	\$ 5,000.00	\$ 5,000.00
34	1050-113-12	UTILITY PIPE, F&I, PE, CASING/CONDUIT, 2.0"-4.9"	LF	2,030	\$ 6.30	\$ 12,789.00
35		<i>Total for Utilities</i>	--	--	--	\$ 20,089.00

SCHEDULE 1 SUB-TOTAL						\$1,506,819.50
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SCHEDULE 2 - BLACKWELL WATERWAY						
LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
GENERAL ITEMS						
1	101-1	MOBILIZATION (INCLUDES VIDEO)	LS	1	\$135,000.00	\$ 135,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 500.00	\$ 500.00
3	104-10-3	SEDIMENT BARRIER	LF	8,760	\$ 1.00	\$ 8,760.00
4	104-11	FLOATING TURBIDITY BARRIER	LF	734	\$ 1.00	\$ 734.00
5	104-15	SOIL TRACKING PREVENTION DEVICE	EA	1	\$ 1,500.00	\$ 1,500.00
6	110-1-1	CLEARING & GRUBBING (INCLUDES CONCRETE REMOVAL)	AC	5	\$ 3,000.00	\$ 15,000.00
7	110-1-1A	SELECTIVE CLEARING & GRUBBING (ALLOWANCE)	AC	3	\$ 100.00	\$ 300.00
8	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	\$ 5,000.00	\$ 5,000.00
9		<i>Total for General Items</i>	--	--	--	\$ 166,794.00
ROADWAY AND DRAINAGE						
10	120-1	REGULAR EXCAVATION	CY	35,000	\$ 1.00	\$ 35,000.00
11	120-6	EMBANKMENT	CY	500	\$ 1.70	\$ 850.00
12	120-4	SUBSOIL EXCAVATION (UNSUITABLE MATL) (ALLOWANCE)	CY	2,000	\$ 1.00	\$ 2,000.00
13	142-70	SAND DIAPHRAGM (ASTM C-33 FINE AGGREGATE)	CY	27	\$ 20.00	\$ 540.00
14	285-706	OPTIONAL BASE GROUP 6	SY	340	\$ 30.00	\$ 10,200.00
15	350-2-3	CEMENT CONC PAVT REINFORCED, 8" 6" MITERED END SECTION & ANIMAL GUARD (COMPLETE)	SY	320	\$ 150.00	\$ 48,000.00
16	400-1-1	36" U-TYPE ENDWALL ENERGY DISSIPATOR (SEE DETAIL)	EA	1	\$ 800.00	\$ 800.00
17	400-1-2	CLASS II CONCRETE (INCL REINFORCING) (INTAKE STRUCTURE)	EA	1	\$ 2,726.00	\$ 2,726.00
18	400-2-5		CY	45	\$ 420.00	\$ 18,900.00
19	430-174-248	38" x 60" REINFORCED CONCRETE PIPE	LF	48	\$ 145.50	\$ 6,984.00

EWIP Loutus Pond & Blackwell Waterway Improvements Project

20	430-174-124	24" ADS N-12 HDPE	LF	40	\$ 38.85	\$ 1,554.00
21	430-721-406A	6" ADS N-12 HDPE	LF	104	\$ 11.00	\$ 1,144.00
22	430-721-406B	6" ADS N-12 HDPE (PERFORATED W/FILTER FABRIC SOCK)	LF	30	\$ 11.05	\$ 331.50
23	430-721-406C	6" HDPE CAP	EA	2	\$ 32.40	\$ 64.80
24	430-880-3	36" STAINLESS STEEL FLANGEBACK FLAP GATE	EA	1	\$ 6,750.80	\$ 6,750.80
25	430-982-129	24" MITERED END SECTION (4:1)	EA	4	\$ 761.20	\$ 3,044.80
26	430-982-641	38" x 60" MITERED END SECTION	EA	2	\$ 3,319.35	\$ 6,638.70
27	430-999	SWALE LINER	LF	300	\$ 10.55	\$ 3,165.00
28	507-70	3' WIDE ALUMINUM WALKWAY	SF	36	\$ 100.00	\$ 3,600.00
29	515-3-2	ALUMINUM HANDRAIL	LF	90	\$ 50.00	\$ 4,500.00
30	519-78	BOLLARDS	EA	4	\$ 500.00	\$ 2,000.00
31	530-3-4	RIP RAP RUBBLE 24"	SY	130	\$ 79.25	\$ 10,302.50
32	530-78	ARTICULATED CONCRETE BLOCK MAT (COMPLETE W/FABRIC)	SY	130	\$ 60.00	\$ 7,800.00
33	1050-112-25	36" C-905 DR-18 PVC	LF	2,500	\$ 232.00	\$ 580,000.00
34	1050-114-25	24" CLASS 110 DUCTILE IRON PIPE (FLANGE/FLANGE)	LF	30	\$ 418.70	\$ 12,561.00
35	1055-114-15A	24" DI-45° ELBOW (FLANGE/FLANGE)	EA	2	\$ 3,126.00	\$ 6,252.00
36	1055-114-15B	36" DI-45° ELBOW (MJ)	EA	3	\$ 7,942.75	\$ 23,828.25
37	1055-114-15c	36" DI-22.5° ELBOW (MJ)	EA	3	\$ 7,385.40	\$ 22,156.20
38	1055-114-35A	20" x 24" ECCENTRIC REDUCER (FLANGE/FLANGE)	EA	1	\$ 4,645.60	\$ 4,645.60
39	1055-114-35B	24" x 36" CONCENTRIC REDUCER (FLANGE/FLANGE)	EA	1	\$ 8,430.55	\$ 8,430.55
40	1055-114-52	20" BLIND FLANGE	EA	1	\$ 4,154.05	\$ 4,154.05
41	1080-115-04A	24" VALMATIC SWING CHECK VALVE	EA	1	\$ 24,362.40	\$ 24,362.40
42	1080-115-04B	24" VALMATIC PLUG VALVE	EA	1	\$ 16,547.90	\$ 16,547.90
43	9999-000	TRASH RACK (4' W x 8.5' H REMOVABLE PANELS)	EA	3	\$ 3,000.00	\$ 9,000.00
44		Total for Roadway and Drainage	-	-	-	\$ 888,834.05
FENCING						
45	550-10-212	FENCING, TYPE B, 0.5 - 5.0' VINYL COATING	LF	40	\$ 24.00	\$ 960.00
46	550-10-242	FENCING, TYPE B, 7.1 - 8.0' VINYL COATING	LF	220	\$ 32.00	\$ 7,040.00
47	550-60-211	FENCE GATE, TYPE B, SINGLE, 0 - 6.0' OPENING	EA	2	\$ 400.00	\$ 800.00

EWIP Lotus Pond & Blackwell Waterway Improvements Project

48	550-60-225	FENCE GATE, TYPE B, DOUBLE, 20.1 - 24' OPENING	EA	2	\$ 600.00	\$ 1,200.00
49		<i>Total for Fencing</i>	--	--	--	\$ 10,000.00
PLANTING & GRASSING						
50	570-1-2	PERFORMANCE TURF (SOD) (BAHIA)	SY	25,000	\$ 1.30	\$ 32,500.00
51	599-999	IRRIGATION REPAIR ALLOWANCE	ALLOW	1	\$ 10,000.00	\$ 10,000.00
52		<i>Total for Planting and Grassing</i>	--	--	--	\$ 42,500.00
UTILITIES						
53	635-1-15	PULL & JUNCTION BOXES, F&I, FIBER OPTICS	EA	18	\$ 2,021.25	\$ 36,382.50
54	1000-0	UTILITY RELOCATION ALLOWANCE	ALLOW	1	\$ 10,000.00	\$ 10,000.00
55	1050-11-312	UTILITY PIPE, F&I, HDPE, CASING/CONDUIT, 2" - 4.9"	LF	6,010	\$ 5.80	\$ 34,858.00
56	1080-000	HOSE BIB (1/2" PVC & FAUCET)	EA	2	\$ 908.00	\$ 1,816.00
57	1080-11-101	UTILITY FIXTURES, F&I, 0 - 1.9", VALVE/METER BOX	LF	100	\$ 3.45	\$ 345.00
58		<i>Total for Utilities</i>	--	--	--	\$ 83,401.50

SCHEDULE 2 SUB-TOTAL	--	--	--	\$1,191,529.55
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SCHEDULE 3 - BLACKWELL RESERVOIR

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
GENERAL ITEMS						
1	400-95-3	COFFER DAM, SPECIAL (INCLUDES DEWATERING)	LS	1	\$ 20,000.00	\$ 20,000.00
2	457-1-22	FRP PILE JACKET, EPOXY GROUT FILLER (9 EA @ ±20 FT)	LF	180	\$ 100.00	\$ 18,000.00
3	460-1-15	STRUCTURAL STEEL (REHAB-MISC) (SFWMD SPEC 09900)	LS	1	\$ 10,000.00	\$ 10,000.00
4	460-1-15A	STRUCTURAL STEEL (PATCHING) (SEE DETAIL)	EA	5	\$ 1,000.00	\$ 5,000.00
5		<i>Total for General Items</i>	--	--	--	\$ 53,000.00

SCHEDULE 3 SUB-TOTAL	--	--	--	\$ 53,000.00
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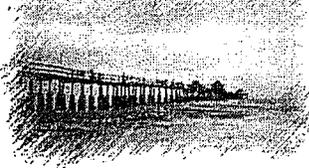
SUMMARY	
SCHEDULE	
SCHEDULE 1 SUB-TOTAL	\$1,506,819.50
SCHEDULE 2 SUB-TOTAL	\$1,191,529.55
SCHEDULE 3 SUB-TOTAL	\$ 53,000.00

GRAND TOTAL	\$2,751,349.05
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Recommended for Award:

- American Earth Movers, Inc.

Attached is the company's history & business practices.



NAPLES CITY COUNCIL AGENDA MEMORANDUM

Regular Meeting Date: June 15, 2011

Agenda Section: Regular	Prepared By: Gregg Strakaluse, Interim Director Date: June 8, 2011 Department: Streets and Stormwater										
Agenda Item: 20	Legislative <input checked="" type="checkbox"/> Quasi-Judicial <input type="checkbox"/>										
SUBJECT: Award of Contract to Energy Resources, Inc. to dredge canals within the East Naples Bay Special Taxing District in the amount of \$2,237,839 and authorize the City Manager to execute the Contract.											
SUMMARY: City Council is asked to consider awarding a contract to Energy Resources, Inc. in the amount of \$2,237,839 in order to dredge canals within the East Naples Bay Special Taxing District and authorize the City Manager to execute the Contract.											
BACKGROUND: In 2006, the East Naples Bay Special Taxing District Advisory Committee recommended the selection of Post Buckley, Schuh & Jernigan, Inc., now known as Atkins, North America, Inc. to prepare plans and specifications for dredging canals within the District, as well as obtain permits from the Florida Department of Environmental Protection and the Army Corps of Engineers. On February 7, 2011, bids were publicly advertised for the project. On February 17, 2011, a pre-bid conference was held with prospective bidders, at which time several questions were raised about the survey data, the allowed variance to the design depth, and disposal options for the dredged material. As a result of the questions and concerns voiced by potential bidders, the bid opening was postponed until the details of the project could be more accurately specified. During this time period, Atkins performed an updated survey of the canal bottom and confirmed that the current conditions are within 10% of the 2007 survey. All other items of concern were addressed within Addendum #5 and a follow up pre-bid conference occurred on May 20, 2011, in which 12 dredging companies attended. The engineer's estimate for this project is \$2.6 million. On Thursday, June 2, 2011, five bids were opened with the following results:											
<table border="0"> <tr> <td>1. American Earth Movers, Inc.</td> <td>\$1,634,669.00</td> </tr> <tr> <td>2. Snyder Industries, Inc.</td> <td>\$1,887,534.50</td> </tr> <tr> <td>3. Energy Resources, Inc.</td> <td>\$2,237,839.00</td> </tr> <tr> <td>4. Center Marine Contracting, Inc.</td> <td>\$2,864,988.00</td> </tr> <tr> <td>5. Jay Cashman, Inc.</td> <td>\$4,617,112.50</td> </tr> </table>		1. American Earth Movers, Inc.	\$1,634,669.00	2. Snyder Industries, Inc.	\$1,887,534.50	3. Energy Resources, Inc.	\$2,237,839.00	4. Center Marine Contracting, Inc.	\$2,864,988.00	5. Jay Cashman, Inc.	\$4,617,112.50
1. American Earth Movers, Inc.	\$1,634,669.00										
2. Snyder Industries, Inc.	\$1,887,534.50										
3. Energy Resources, Inc.	\$2,237,839.00										
4. Center Marine Contracting, Inc.	\$2,864,988.00										
5. Jay Cashman, Inc.	\$4,617,112.50										
The average of all bids is \$2.66 million. City of Naples Codes Section 2-663 states. <i>"the contract or purchase order shall be awarded to the lowest, best and most responsible bidder meeting the needs and requirements of the City, subject to the right of the City to reject any and all bids"</i> .											
Prior to making a recommendation for award to City Council, staff and its design consultant, Atkins, have performed extensive background checks, starting with American Earth Movers, continuing with Snyder Industries and concluding with Energy Resources. The following summary of each is provided:											



NAPLES CITY COUNCIL AGENDA MEMORANDUM

Regular Meeting Date: June 15, 2011

Page Two

Agenda Item:

20

BACKGROUND (cont.):

American Earth Movers: It is recommended that this bid be rejected for the following reasons:

1. The company has defaulted on two recent projects causing the owner to make claims on the company's surety bond. One owner (the City of Marco Island) further engaged in litigation and was fined by FDEP for several permit violations.
2. The bid price for disposing of contaminated material is the same price for disposing of non-contaminated material. The disposal location for both contaminated and non-contaminated material has been identified in the specifications and the facts show a substantial difference in disposal costs.

While staff did receive some positive comments from project references provided by the Contractor, there were a number of cautionary comments received that would not support a conclusion by staff that this company qualifies as the "best and most responsible bidder" for the City. Additional information regarding this company's recent business practices is attached.

Snyder Industries: It is recommended that this bid be rejected for the following reasons:

1. The company has a history of project delays, one in which liquidated damages were successfully assessed to the company.
2. The bid package and pre-bid meetings addressed the primary need for hydraulic dredging supplemented with mechanical dredging and rock removal. This company's bid relies solely on mechanical dredging and rock removal methods that will not achieve the goals of this project in the timeline provided.
3. Contractors were asked to submit references for projects that required the removal of more than 18,000 cubic yards of sediment and more than 1,000 cubic yards of rock. No such reference was provided and there is no record that indicates the company is capable of removing such volumes, especially within the designated timeframe.

Also notable is the City of Naples West Naples Bay Project in which Snyder Industries was contracted to dredge and remove approximately 8,000 cubic yards of sediment and rock. The project was delayed twice, extending the overall project time by ten months. Several warnings were issued by the City's code enforcement officers to the company for turbidity violations in Naples Bay and spillage from trucks on City streets and property. Company personnel turned over several times causing mismanagement of the project. Additionally, several private boat docks were dredged by the company without receiving City review and approval.

East Naples Bay

Verification of Low Bid

American Earth Movers, Inc.

Pros:

Methodology – AEM proposes to use hydraulic dredge for sediment removal with rotary cutter for rock removal.

We have checked the following references provided in the bid:

Carolyn Beisner with Palm Beach County was the project manager for the Chain of Lakes Project which included dredging an 11 acre lake, placement of rip rap rock, littoral zone creation. AEM some trouble with creating littoral shelf, surveying and submitting paperwork, but were able to work through it and the PM would recommend AEM. The project was completed 2006.

Keith Ng was the project manager for the City of Miami on the Ademar and Davis Canal Waterways, where 6,000 CY of sediment removed from residential saltwater canals, AEM was very conscientious of residents, and the project was completed 2009.

Tom McKernan, SFWMD, S-62 Scour Repair, completed 2009.

Julio Nores was the project manager for Miami Dade County on the Virginia Key Restoration Project which included clearing/grubbing, exotic removal and boardwalk installation, but no dredging. The project was completed in 2008. Close out report included in City of Key West documents.

Paul Holmes, Osceola County, Shingle Creek Dredging, very satisfied with project, completed in 2009, a total of 12,306 CY was dredged.

Gerry Flynn with SFWMD was project manager for the STA2 dredging and berm work. AEM removed 90,000 CY by mechanical dredging, placed rip rap and there was a little rock excavation to bury the rip-rap toe. SFWMD was happy with the project result. AEM was on schedule and had no change orders. The project was completed 2005-2006.

AEM was recently selected by the City of Key West to place sand on Smather's Beach for a truck-haul beach nourishment project. Attached is the City's reference check.

Cons:

American Earth Movers bid response and checking with references indicates that they have not completed greater than 1000 CY rock removal on their previous projects.

In 2005 American Environmental Contractors was found in violation of their permit on the Collier County Hideaway Beach Nourishment Project by DEP.

American Environmental Contractors has changed their name to American Earth Movers, Inc. on 11-26-06.

Sunbiz.org confirms the change, as well as the fact George Munne has remained president both before and after the name change.

In 2006 American Environmental Contractors defaulted on a contract with the City of Palm Bay to conduct dredging in Turkey Creek. The Surety Company paid \$200,000 for Intracoastal Marine to finish the job in March of 2007. Contact: Deputy City Manager Sue Hann

In 2008 AEM members was arrested for fraud for not meeting minority requirements on the Virginia Key Wetland Restoration Project. There is no record of conviction at this time, but AEM offered to provide pro-bono services to Miami Dade County to compensate for their actions.

In 2010, American Earth Movers bid was thrown out on the Pond A Bridgeway Acres Landfill Project to dredge 375,000 CY from a lake because they did not meet specifications.

(2) *Bidder sanctions.*

(a) Bidders, contractors, and other proposing parties may be debarred, suspended or otherwise sanctioned from doing business with the city for any of the following reasons:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. Conviction under state or federal statutes of embezzlement, theft, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a city contractor.
3. Conviction under state or federal anti-trust statutes arising out of the submission of bids or proposals.
4. Civil finding of guilt of activity contained in 1., 2., and 3. above.
5. Violation of contract provisions, as set forth below:
 - a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract.
 - b. Unauthorized withdrawal of a submitted bid or proposal after opening.
 - c. A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contract or other contract violation. Failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.

d. Any other cause that may affect responsibility as a city contractor, including, but not limited to, debarment by another governmental entity for any cause listed in this policy.

(b) After reasonable notice to the person or company involved and reasonable opportunity for that person or company to be heard, the city manager or designee is authorized to debar, suspend or otherwise sanction a person or company for cause from consideration for awards of contracts, for a period up to but not exceeding three years.

(c) Notice of decision. A copy of the decision to debar or suspend a vendor shall be mailed or otherwise furnished immediately to the debarred or suspended vendor.

(d) Finality of decision. A decision to debar or suspend a vendor shall be final and conclusive, unless the debarred or suspended vendor appeals the decision of the city manager to the city council via the office of the city attorney no greater than ten days after receipt of the notice to debar or suspend. Written appeal shall be submitted with a required \$500.00 filing fee. Council will hear the appeal de novo and take final action.

6 Arrested In Construction Fraud Probe

Police: Companies Conspired To Defraud County

MIAMI -- Six people are under arrest, accused of defrauding a Miami-Dade County program designed to help small and minority businesses compete for county-funded projects.

According to the arrest report, a Miami-based company American Earth Movers and Pabon Engineering, a small company in Homestead, conspired to win a contract to restore wetlands in Virginia Key.

American Earth Movers, owned by George Munne, won and completed a bid for more than \$1.3 million for the project.

As part of the bid process, the county required that the winning contractor give some of the subcontracting work to approved small businesses. Anibal and Milagro Pabon, of Pabon engineering, signed on as the small business subcontractors that allowed American Earth Movers to win the bid.

But instead of doing actual work on Virginia Key, detectives detailed evidence that the Pabons accepted more than \$45,000 as a kickback for using their company as a small business front.

The arrest report said the suspects created fraudulent documents and invoices to make it look legitimate. Witness told detectives that no Pabon employee ever worked restoring Virginia Key.

"There is a culture of acceptance or lack of monitoring or not looking further or not working harder to make sure that the money is spent accurately and for what it was intended. That's not complicated," said Miami-Dade State Attorney Kathy Fernandez Rundle.

The Miami-Dade County Department of Small Business Development is intended to make sure small companies get a piece of the county pie, not as a tool for small and large companies to conspire to win work.

"The program, although well intended as it may be, is vulnerable for fraud. It has happened in the past. This is not the first time," Rundle said.

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Company Charged With Fraud Could Land Another Project In Miami

Miami Mayor Says Situation Warrants A Closer Look

by Janine Stanwood

POSTED: Friday, February 25, 2011

MIAMI, Fla. -- Homeowners on Rockerman Road in Miami paid thousands in special taxes to the city of Miami for work on the Rockerman canal.

City officials received several bids from companies to do the work. In an internal memo obtained by Local 10, the Capital Improvements Director recommends one: American Earth Movers.

In October 2009, owner George Munne was arrested for defrauding Miami-Dade County.

Arrest records show his company hired a subcontractor that, instead of doing work on Virginia Key, allegedly took kickbacks for being the small business front that allowed American Earth Movers to win the bid.

That was news to Mayor Tomas Regalado.

"First thing I know about this is what you told me," said Regalado.

Why would the city hire a company that police said scammed the county?

"I don't know anything about the bids. We don't get involved in the bids or contracts," Regalado said.

American Earth Movers is located at 940 NE 79th St. No one there was willing to speak on Friday night, but later that evening, Munne called Local 10.

Munne said his company settled with the state, has retained its license to do business and is trying to make good by doing pro-bono work.

The mayor's deputy city manager has since responded by saying that since American Earth Movers is still licensed, and as long as the company is responsive and responsible, the city has due diligence to pick the lowest bidder. The city is currently looking into it.

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RF



Department of Environmental Protection

Jeb Bush
Governor

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Colleen M. Castille
Secretary

WARNING LETTER

June 23, 2005

American Environmental Contractors
Attn: George Munne
920 Stillwater Dr.
Miami, FL 33141

RE: Permit No. 0207403-002-JC, Collier Creek Nearshore Disposal Site, Collier County

Dear Mr. Munne:

The Florida Department of Environmental Protection (DEP), Bureau of Beaches and Coastal Systems (BBCS), has received information indicating that there may have been violations to the above referenced permit. The permittee, City of Marco Island, has provided information verifying that American Environmental Contractors was hired to conduct operations under this permit, 0207403-002-JC, and also 11-0207403-001 which was issued by the DEP South District Office. Based on this and the information detailed below, it appears that activities have been conducted that may be in violation of Florida Law.

The following contains the staff's factual observations and identifies the applicable permit condition:

1. On May 12, 2005, DEP BBCS received information from the Florida Fish & Wildlife Conservation Commission that the dredge pipeline from this operation was located on Hideaway Beach, near Royal Marco Point in Collier County, FL. Contact with the City of Marco Island on May 16, 2005 verified that portions of the dredge pipeline were exposed on the beach at low tide.
2. On May 24, 2005, DEP BBCS staff conducted a site inspection of the nearshore disposal area, between approximately DEP reference monument H-10 and H-11. It was observed that the dredge pipeline was not properly anchored offshore, was not a consistent distance away from the shoreline, and was posing a hazard to boating traffic and nesting marine turtles.
3. DEP BBCS issued a Warning Notice to you on May 24, 2005 as a result of this inspection.
4. On June 1, 2005, DEP BBCS spoke with the City of Marco Island who reported that the dredge pipeline was again exposed in the nearshore of Hideaway Beach over the weekend of May 28, 2005. The DEP also received information that the dredge pipeline was exposed over the weekend of June 3, 2005.

5. Specific Condition 6c states that from May 1 through October 31, staging areas for construction equipment shall be located off the beach. No construction pipes shall be placed on the beach.
6. Additionally, Specific Condition 6a states that no operation, transportation or storage of equipment or materials is authorized on the sandy beach seaward of the dune crest or rigid coastal structure during the marine turtle nesting season, May 1 through October 31.
7. A meeting was held on June 22, 2005 between DEP, the City of Marco Island, Coastal Engineering Consultants, Inc., and American Environmental Contracting at the DEP South District Office in Ft. Myers, FL. During this meeting, the City stated the pipeline had been removed from the beach and anchored offshore on June 19, 2005. Additionally, you stated that you felt assured that the pipeline would not end up on the beach again.
8. On May 19, 2005, Coastal Engineering Consultants, Inc. conducted field observations of this project and reported that the disposal site discharge pipe was sitting above water on a mound of sand, exceeding the permitted fill elevation.
9. During the June 22, 2005 meeting, representatives of American Environmental Contracting stated that at times during the month of May, 2005, the dredge pipeline was too elevated at the discharge point, creating high turbidity numbers at the nearshore disposal site. American Environmental Contracting also stated that steps were taken to correct the problem each time.
10. Specific Condition 5 states that all sediment shall be placed below -3 feet (NGVD) within the nearshore disposal site to avoid creation of a nearshore berm that would adversely affect sea turtle access to the nesting beach. The dredged material shall be evenly distributed throughout the disposal site.
11. The DEP BBCS has received copies of turbidity monitoring reports submitted by your company for the dates of April 16, 2005 through May 3, 2005. Upon review of these reports, it appears that turbidity monitoring was not conducted in accordance with the permit, specifically regarding the locations of the background and compliance stations along the Big Marco River and Hideaway Beach shoreline within the Nearshore Disposal Site. It also appears that background monitoring was not conducted within the Rookery Bay Aquatic Preserve.
12. The DEP BBCS also received turbidity monitoring reports submitted by a consultant for the dates of May 17, 2005 through May 31, 2005. These reports showed turbidity exceedences in the Nearshore Disposal Site at the Big Marco River and Hideaway Beach shoreline and on the Boundary of the Rookery Bay Aquatic Preserve.
13. Specific Condition 7 of the Monitoring Required section states:

Turbidity monitoring in the vicinity of the nearshore disposal area shall be conducted during project construction. Turbidity shall be measured at background and compliance stations.

A. Nearshore Disposal Site

Frequency: Twice daily during construction, at least four hours apart.

Location 1: Big Marco River and Hideaway Beach shoreline

Background: at least 500 meters from the disposal site in the opposite direction of the prevailing current flow, clearly outside of any visible turbidity plume generated by the project. Samples shall be collected from the surface and mid-depth.

Compliance: no more than 150 meters downcurrent from the disposal site, within the densest portion of any visible turbidity plume. Samples shall be collected from the surface and mid-depth.

Location 2: On the Rookery Bay Aquatic Preserve Boundary

Background: within the Aquatic Preserve at least 500 meters upcurrent from the discharge point, clearly outside of any turbidity plume generated by the project. Samples shall be collected from the surface and mid-depth.

Compliance: on the Rookery Bay Aquatic Preserve Boundary at two Stations, E and F, for Ebb and Flood, respectively, as shown on the permit drawings, within the densest portion of any visible turbidity plume. Samples shall be collected from the surface and mid-depth.

Weekly summaries of all monitoring data shall be submitted to the JCP Compliance Officer of the Bureau of Beaches and Coastal Systems and to the South District Office within one week of collection, with documents containing the following information: (1) "Permit Number 0207403-002-JC"; (2) "Collier Creek Nearshore Disposal Site" (3) dates and times of sampling and analysis; (4) a statement describing the methods used in collection, handling, storage and analysis of the samples; (5) a map indicating the sampling locations, current direction, plume configuration and the location of the dredge and discharge point(s); and (6) a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection and accuracy of the data. Monitoring reports shall also include the following information for each sample that is taken: a) time of day samples taken; b) depth of water body; c) depth of sample; d) antecedent weather conditions; e) tidal stage and direction of flow; f) wind direction and velocity; and g) DGPS position.

The compliance locations given above shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If monitoring reveals turbidity levels at the compliance sites within Big Marco River or Hideaway Beach shoreline are greater than 29 NTU s above the associated background turbidity levels or at the compliance sites on the boundary of the Rookery Bay Aquatic Preserve are greater than 0

Warning Letter
American Environmental Contractors
0207403-002-JC, Collier County
Page 4 of 5

NTUs above associated background turbidity levels, construction activities shall cease immediately and not resume until corrective measures have been taken and turbidity has returned to acceptable levels.

14. On December 1, 2004, the DEP BBCS received turbidity monitoring qualifications for Samuel Pondler. On May 26, 2005, Coastal Engineering Consultants, Inc. informed DEP that this was not the individual conducting turbidity monitoring for American Environmental Consulting.
15. During the June 22, 2005 meeting, American Environmental Contracting stated that both you and Samuel Pondler have conducted turbidity monitoring for this project. DEP has not received your turbidity monitoring qualifications.
16. Specific Condition 3 states that construction at the project site shall be monitored closely to assure that turbidity levels do not exceed the compliance standards established in this permit. Accordingly, an individual familiar with beach construction techniques and turbidity monitoring shall be present at all times when fill material is discharged on the beach. This individual shall have authority to alter construction techniques or shut down the dredging or beach construction operations if turbidity levels exceed the compliance standards established in this permit. The names and qualifications of those individuals performing these functions along with 24-hour contact information shall be submitted for approval.

Permit 0207403-002-JC was issued under the authority of Chapter 161 and Part IV of Chapter 373, Florida Statutes, and Titles 40 and 62, Florida Administrative Code. You are hereby notified that the aforementioned work appears to be in violation of the permit, and therefore the law.

Section 161.121, Florida Statutes, provides that anyone who fails to comply with the provisions of Section 161.041, Florida Statutes, is guilty of a misdemeanor of the first degree. Furthermore, Section 161.054, Florida Statutes, provides for administrative penalties of up to ten thousand (\$10,000) dollars per day for each day of willful violation of Sections 161.041, 253.04(2), and 403.161, Florida Statutes, or any rule or order of the Department prescribed thereunder.

Please review the above and submit a written explanation within **14 days** of the corrective actions you intend to take or have taken to correct the situation. Please send all correspondence to the letterhead address (add **"Mail Station 300"**), to the attention of the JCP Compliance Officer.

As the contractor for the permittee, you are responsible for ensuring that all work is conducted in accordance with the project description and General and Specific Condition of the permit. Failure to do so may result in the Department's assessment of an appropriate administrative fine, pursuant to Chapter 161.054, Florida Statutes. Such fine would be of such amount so as to ensure immediate and continued compliance with the provisions of the Chapter 161, Florida Statutes.

Warning Letter
American Environmental Contractors
0207403-002-JC, Collier County
Page 5 of 5

Please be aware that this Warning Letter and any action taken is separate from any action taken by the DEP South District Office in reference to Permit No. 11-0207403-001. If you have any questions, please contact Christina Staten at (850) 487-4475 ext. 125 for assistance.

Please be advised that this Warning Letter is part of an agency investigation, preliminary to agency action in accordance with Section 120.57 (5), Florida Statutes. We look forward to your cooperation in completing the investigation and resolution of this matter.

Sincerely,


Jim Martinello
Environmental Manager

Cc: Jason Williams, City of Marco Island
Michael Poff, Coastal Engineering Consultants
Jamie Cohlmeier, Coastal Engineering Consultants
Robbin Trindell, FWC Imperiled Species Management
Angelina Davis, DEP South District Office
Gregory O'Connell, DEP South District Office
Lucy Blair, DEP South District Office
Jennifer Cowart, DEP BBCS Field Engineer
Lainie Edwards, DEP BBCS Permit Processor
Christina Staten, DEP BBCS JCP Compliance
Martin Seeling, DEP BBCS JCP Administrator
File: 0207403-002-JC



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3867

September 13, 2011

RE: Letter of Recommendation for American Earth Movers, Inc. concerning Smathers Beach Renourishment

To whom it may concern:

American Earth Movers (AEM) performed the Smathers Beach renourishment project for the City of Key West in June 2011. The job consisted of the purchase, delivery and placement of 17,500 tons of beach compatible sand. AEM placed and graded the sand at the required slope and elevations according to the plans. The project was a FDEP & USACE permitted project. The City was satisfied with the completed project although there was an issue with the trucking brokers which resulted in a later completion date. The project was completed as specified with experienced personnel and the proper equipment.

Should you have any questions please contact me at 305 809-3867 or jmuccino@keywestcity.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Janet", followed by a long horizontal line extending to the right.

Janet Muccino, Project Manager

LAW OFFICES
SHOHAT, LOEWY & SHOHAT
PENTHOUSE TWO
800 BRICKELL AVENUE
MIAMI, FLORIDA 33131-2911

EDWARD R. SHOHAT
IRA N. LOEWY
MARIA B. SHOHAT
WARREN ZINN

TELEPHONE: 305-358-7000
FACSIMILE: 305-358-4010
E-MAIL: firm@slsdefense.com

May 18, 2011

Mr. George Munne
President
American Earth Movers, Inc.
821 NE 79th Street
Miami, Florida 33138

RE: Dismissal of all charges in State of Florida v. George Munne
Case No. F09-32784A

Dear Mr. Munne:

This is to confirm that yesterday morning, the State Attorney's Office for the Eleventh Judicial Circuit of Florida entered a *nolle prosequi* which is the Latin term for a dismissal, of all criminal charges against you. You may now advise all government entities to whom American Earth Movers, Inc., has submitted bids or with whom you are doing business that there are no pending criminal charges against you. Please feel free to submit a copy of this letter to any government entities who previously were advised otherwise by you.

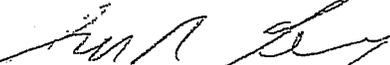
As I explained to you outside of court, there is no formal written document. However, later this week we will arrange to obtain several certified copies of the docket sheet which will reflect the dismissal of the charges against you.

When my Legal Assistant, Veronica returns from her vacation, which should be in about two to three weeks, please contact her and she will supply you with the necessary documentation and instructions to begin the process of sealing and/or expunging the arrest record in this case.

If you need anything further please do not hesitate to contact me.

Very truly yours,

SHOHAT, LOEWY & SHOHAT



IRA N. LOEWY, ESQ.
Email: ira@slsdefense.com

INL/cd

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA,

Case No.F09-32784 -A
Section No.
Judge John W. Thornton

Plaintiff,

vs.

GEORGE MUNNE

Defendant.

AGREEMENT

The State and the Defendant, agree to the following:

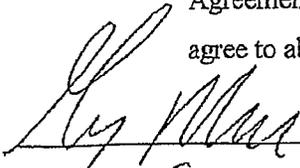
The proposed conditions of a resolution would be the fulfillment of the conditions set forth below. After a determination, by the Office of the State Attorney, that all of the conditions have been completed, the charges in this case will be dismissed by the Office of The State Attorney. Because of the Miami Dade County project that must be approved and supervised by Miami Dade County this agreement is in lieu of having the Defendant enter into the Pre Trial Intervention program. The conditions are as follows:

1. American Earth Movers, Inc (AEM) shall perform work within the Oleta River State Park and The Biscayne Bay Campus of Florida International University consisting of the clearing of heavy vegetation over areas measuring approximately 20 acres. Once all vegetation is cleared, the areas will be evenly graded to ensure a uniform final grade. All vegetation, including root system cleared from the approximate 20 acre area shall be mulched and spread to a maximum depth of six (6) inches in a designated area of the park property.
2. This work, to be performed at Oleta River State Park, was approved by the Board of County Commission on the 4th day of November, 2010.
3. That AEM voluntarily abstain from bidding for an additional six months from November 4, 2010 for any Small Business Department participation contract.
4. AEM pay the cost of investigation to Miami Dade Police Department (MDPD). This cost is to be paid by AEM in total.
5. AEM pay the cost of prosecution in the amount of \$1000.00. This cost is to be paid by AEM in total.
6. George Munne shall personally perform 100 hours of community service at a Miami Dade County Park. These 100 hours are in addition to any work that he may do on the Oleta River State Park project.

JMM
12/13/10 *JMP*

7. Once all of these conditions are met and the project manager has signed off that the project on the Oleta River State Park project has been completed, the State will dismiss the charges against George Munne. It shall be up to the State Attorney's Office to determine that all conditions have been satisfied.

8. I have read the Agreement and have consulted with my attorney regarding the Agreement. I understand the terms of the Agreement and freely and voluntarily agree to abide by its terms.

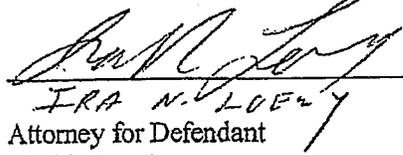


Defendant *George Munne*

Dec. 13, 2010

DATE

I have advised my client in connection with this Plea Agreement and am satisfied that he understands its terms and conditions.

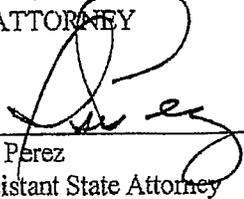


IRA N. LOEWY
Attorney for Defendant
Florida Bar #

Dec. 13, 2010

DATE

Respectfully submitted,
KATHERINE FERNANDEZ RUNDLE
STATE ATTORNEY

BY: 

Isis Perez
Assistant State Attorney

Village History

The Village

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News

Six Arrested in Virginia Key Wetlands Restoration Project Corruption

By Kyle Munzenrieder, Mon., Oct. 5 2009 @ 5:45PM
Categories: News

Comments (5)

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Six business owners were arrested today, accused of scamming the county for work done on the Virginia Key Wetlands Restoration Project.

In 2007, American Earth Movers submitted a successful bid to work on the project. The county had set aside 16 percent of the job for a program, meant to help minority-owned and disadvantaged companies get county contracts. Because American Earth Mover is not a disadvantaged or minority-owned business, it subcontracted 19 percent of the project to Pabon Engineering.



The project was completed in February '08, but the Miami-Dade Police Department's Public Corruption Investigation Bureau received an anonymous tip that Pabon had actually done no work on the project, and instead received kickbacks -- and fraudulent documents were submitted to the county. American Earth Movers paid Pabon \$340,019.56; then Pabon paid out \$323,709.53 to subcontractors.

Sworn testimony indicates Pabon did not actually work on the project and instead merely acted as a pass-through for American Earth Movers to shuffle its money in order to meet the CSBE requirement.

The six arrests include George Munne, Ivan Boris Barkovic, and Nelson Gonzalez from American Earth Movers, and Anibal Pabon, Milagro Pabon, and David Rubero from Pabon. All were charged with one count of organized scheme to defraud, a first-degree felony.

Tags:

American Earth Movers, Community Small Business Enterprise, CSBE, Pabon Engineering, Virginia Key, Virginia Key Wetlands Restoration Project



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 **Toasty** 1 year ago

I don't have the e-mail set up that NT uses- thats why I'm telling you here bul...

There is a typo in the 1st paragraph. Just wanted to tell you before some jerk makes a spell check joke.

Like Reply

 **voice unheard** 1 year ago

Just another waste of the taxpayers dollars,our county commissioners did not do enough homework on these contractors,yet and still they were warned that something in the milk was not clean but they gave them the contract anyway..... What should be done is whomever gave the go ahead on this contract should be punished as well, can not wait until the day comes when mostly all our city and county commissioners and public officials will be locked up for corruption..What you sowe is what you shall reap,...so please try to sowe good and honest seeds.....

Like Reply

 **Tim B** 1 year ago

I was under the impression that the funding was cut off, and the manager of the project funded it with private donations, and volunteers. Check this link.<http://egov.ci.miami.fl.us/Leg...> Regardless. The important thing is a lot of the restoration has been done. Now they need to restore the rest of the area. Put the crooks in jail, and don't let a few mess up the hard work of the volunteers and contributors.

Like Reply

 **Tim B** 1 year ago

Could it be that somebody wants to make wetland restoration look like a scam, so they can sell it off to developers, pave and build?? Restore the rest of the area, and lets have a small part of the natural Dade County habitat remain as it was before it was ripped out for development. The restoration was to remove Australian pines , brazilian pepper, and non native stuff, and replace it with indigenous plants and trees.

Like Reply

 **Toasty** 1 year ago

NOONER says, Thats exactly what I think. Such scams go unpunished.The city officials responsible for making bad dissisions by not doing the least amount of background checks. After all is said and done, the answear is a sellout to pay for the corroption. I think it lies on both sides of the projects.

Like Reply

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Robyn Holder

From: Ira Loewy [ira@slsdefense.com]
Sent: Friday, April 08, 2011 11:37 AM
To: Robyn Holder
Subject: FW: George Munne/American Earth Movers
Attachments: Agreement Final Executed.pdf

Truly Yours,

Ira N. Loewy, Esq.
Shohat, Loewy and Shohat
800 Brickell Avenue, Penthouse Two
Miami, Florida 33131
Telephone: (305) 358-7000
Cell Phone: (786) 525-3621
Facsimile: (305) 358-4010
Email: ira@slsdefense.com

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From: Ira Loewy
Sent: Friday, April 08, 2011 11:34 AM
To: 'Robyn Holder '
Subject: George Munne/American Earth Movers

Dear Ms. Holder:

Mr. Munne has referred your email of April 7 to me so that I could accurately clarify the situation with respect to him and American Earth Movers.

A criminal information was filed against Mr. Munne and five other individuals by the State Attorney for the 11th Judicial Circuit of Florida on November 4, 2009. The information charged on count of Organized Scheme to Defraud, a felony, and one count of False Official Statement, a misdemeanor. Technically these charges are still pending in Miami-Dade County Circuit Court.

On December 13, 2010, Mr. Munne entered into a written agreement with the State Attorney for the 11th Judicial Circuit, a copy of which is attached. Under this agreement, all charges against Mr. Munne will be dismissed once certain conditions have been met.

It is my understanding that the work to be performed by American Earth Movers at Oleta River State Park has been approved and has been completed and that these conditions have been met.

It is my further understanding that Mr. Munne has substantially completed his personal community service and that, in any event, it will be completed by the next scheduled report date before the court, which is May 17, 2011. By that date, Mr. Munne's voluntary agreement to abstain from bidding on Miami-Dade Small Business Department Participation contracts will be finished.

If Mr. Munne has not completed the payment of costs referenced in ¶¶4 and 5 of the agreement by the court date, he will bring a check with him to court.

We anticipate that the charges against Mr. Munne will be dismissed by the State Attorney's Office on May 17, 2011.

I apologize for any confusion this may have caused. If you have any questions please feel free to call me.

Truly Yours,

Ira N. Loewy, Esq.
Shohat, Loewy and Shohat
800 Brickell Avenue, Penthouse Two
Miami, Florida 33131
Telephone: (305) 358-7000
Cell Phone: (786) 525-3621
Facsimile: (305) 358-4010
Email: ira@slsdefense.com

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LINKHORST & HOCKIN, P.A.

Attorneys at Law

*Adam C. Linkhorst*¹

John A. Hockin^{1,2}

Ryan V. Kadyszewski

Jason P. Blevins

*Jason C. Maier*¹

Jared S. Gillman

www.floridahardhatlaw.com



² Also Admitted in Georgia

April 8, 2011

Via Facsimile 772-871-7337

Ms. Robyn Holder, CPPB
Contract Specialist
Office of Management & Budget
City of Port St. Lucie

Re: City of Port St. Lucie E-Bid #20110034 EWIP - Lennard Square Storm Water
Retrofit Project
Bid Submitted by American Earth Movers, Inc.

Dear Ms. Holder:

This law firm represents American Earth Movers, Inc. ("AEM"). The purpose of this letter is to provide the clarification which you requested in your April 7, 2011 email to George Munne of AEM regarding questions 20 and 22 contained in AEM's bid package. As a clarification, we offer the following information:

Question 20: The following lawsuits have been pending or completed within the last 5 years involving AEM and/or George Munne (who is the sole principal of AEM):

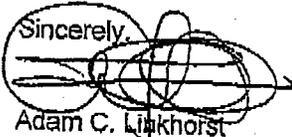
- a. Bank United v. American Earth Movers, Inc., Miami-Dade County Case No. 09-87442 CA 08. This case involved a claim by Bank United pertaining to a credit line. The case was amicably settled and has been dismissed.
- b. Ceda, Inc. v. American Earth Movers, Inc. Collier County Case No. 06-827 CA. This case is pending and involves a claim by a subcontractor against AEM for non-payment. AEM has asserted a counterclaim against that subcontractor for non-performance. The parties are presently engaged in settlement negotiations and we anticipate that this case will be amicably resolved within the very near future.
- c. MMC Trading, Inc. v. American Earth Movers, Orange County, Case No. 2009-CA-0404040. This case involved claims by a number of lower tier subcontractors against AEM. This case was dismissed by all plaintiffs, after plaintiff's counsel realized that the claims made were legally improper. AEM was not compelled to pay any money in connection with the closure of this case.

4495 Military Trail, Suite 106, Jupiter, Florida 33458
Office 561.626.8880 / Office 954.776.5990
Facsimile 561.626.8885

- d. American Earth Movers v. North Star VP Hurricane Shutters, Miami-Dade County Case No. 2007-CA038330. This case was filed by AEM seeking an injunction against the defendants as the result of the defendants improperly using AEM's license to obtain permits. AEM was the plaintiff. The case was dismissed and is no longer pending.
- e. Ceda Inc. v. American Earth Movers, Miami-Dade County Case No. 2006-CA-010491. This case involved a claim by a subcontractor against AEM. AEM prevailed by way of summary judgment against the subcontractor. A final judgment was entered in favor of AEM and against the subcontractor.
- f. State of Florida v. American Earth Movers, Inc., Collier County Case no. 09-3320 CA. This case was filed by the State against AEM. While this case is pending, it is in the process of being settled and we anticipate that this matter will be fully resolved shortly.
- g. American Earth Movers v. City of Marco Island, Collier County Case No. 07-495CA. This case has been dismissed and is no longer pending.
- h. American Environmental Contractors n/k/a American Earth Movers, Inc. v. City of Palm Bay, Miami-Dade Case No. 2007-CA022737. This case was voluntarily dismissed and is no longer pending.
- i. Zamora v. American Earth Movers, Inc., Miami-Dade County Case No. 2007-30424. This case was voluntarily dismissed and is no longer pending.
- j. Cobia v. American Earth Movers, Inc., Miami-Dade County Case No. 2010-CC-011622. This case involved a landlord-tenant dispute. This case has been dismissed and is no longer pending.

Question 22: There have been no criminal violations which lead to criminal convictions of AEM or Mr. Munne. Attached is a copy of an Agreement entered into between Mr. Munne and the State Attorney for Miami-Dade County regarding an *alleged* violation by AEM and Mr. Munne. This Agreement indicates that while certain charges were filed, neither AEM nor Mr. Munne were ever convicted of those charges. Accordingly, there are no criminal violations or convictions against Mr. Munne or AEM which would impact AEM's ability to perform the construction work involved with the subject project.

I trust these clarifications are satisfactory. Please feel free to contact me at any time if any additional information is required.

Sincerely,

Adam C. Linkhorst

ACL/jl
cc: George Munne, American Earth Movers

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR COLLIER COUNTY, FLORIDA

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION and
THE BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND,

CASE NO.: 09-3320 CA

Plaintiffs,

v.

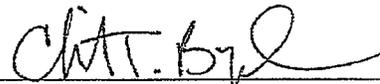
AMERICAN EARTH MOVERS, INC.

Defendant.

SATISFACTION OF JUDGMENT

KNOW ALL MEN BY THESE PRESENTS: That Plaintiffs, THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION and THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND in the above styled cause, wherein a judgment was rendered on the 9th day of May, 2011 and recorded on May 13, 2011 in the Collier County Official Recorded in Book 4681 and Page 3226 in the above named court and recorded in the Clerk of Courts of Collier County, Florida for THIRTY-SIX THOUSAND, SEVEN HUNDRED THIRTY-EIGHT Dollars and 00/100 (\$36,738.00) and EIGHT THOUSAND, TWO HUNDRED SIXTY TWO Dollars and 00/100 (\$8,262.00) against AMERICAN EARTH MOVERS, INC., the Defendant therein, does hereby acknowledge full payment and satisfaction thereof and hereby consents that the judgment shall be satisfied of record.

EXECUTED this 28th day of June 2011.

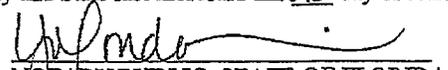


Christopher T. Byrd, Esq. as attorney for
STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION and THE
BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND

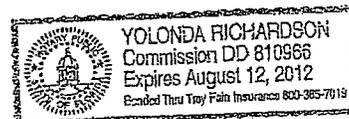
STATE OF FLORIDA }
COUNTY OF COLLIER }ss.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Christopher T. Byrd, Esq., as attorney for THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, to me known to be the person described in and who executed the foregoing Satisfaction of Judgment and acknowledged before me that he is the person who executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of June 2011.



NOTARY PUBLIC, STATE OF FLORIDA
Yolonda Richardson
Printed Name:



			AFCO Construction		American Earth Movers		Close Construction		Guettler Brothers Construction		Melvin Bush Construction		Sunshine Land Des	
SCHEDULE 1 - LOTUS POND														
DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL
GENERAL ITEMS														
VIDEO)	LS	1	\$ 44,130.20	\$ 44,130.20	\$ 275,000.00	\$ 275,000.00	\$ 91,200.00	\$ 91,200.00	\$ 285,000.00	\$ 285,000.00	\$ 153,400.00	\$ 153,400.00	\$ 55,275.00	\$ 55,275.00
C	LS	1	\$ 26,928.50	\$ 26,928.50	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 14,320.00	\$ 14,320.00	\$ 4,000.00	\$ 4,000.00	\$ 13,200.00	\$ 13,200.00
	LF	4,650	\$ 0.90	\$ 4,185.00	\$ 1.00	\$ 4,650.00	\$ 0.80	\$ 3,720.00	\$ 0.60	\$ 2,790.00	\$ 0.85	\$ 3,952.50	\$ 1.85	\$ 8,591.25
RIER	LF	300	\$ 10.00	\$ 3,000.00	\$ 1.00	\$ 300.00	\$ 7.00	\$ 2,100.00	\$ 10.50	\$ 3,150.00	\$ 12.00	\$ 3,600.00	\$ 8.36	\$ 2,508.00
ER	LF	80	\$ 616.00	\$ 616.00	\$ 15.00	\$ 1,200.00	\$ 3.00	\$ 240.00	\$ 5.00	\$ 400.00	\$ 10.00	\$ 800.00	\$ 4.13	\$ 330.40
ON DEVICE	EA	2	\$ 4,601.60	\$ 9,203.20	\$ 1,500.00	\$ 3,000.00	\$ 1,600.00	\$ 3,200.00	\$ 3,000.00	\$ 6,000.00	\$ 1,000.00	\$ 2,000.00	\$ 4,589.00	\$ 9,178.00
	AC	14	\$ 3,481.50	\$ 48,741.00	\$ 2,000.00	\$ 28,000.00	\$ 4,429.00	\$ 62,006.00	\$ 4,000.00	\$ 56,000.00	\$ 3,472.00	\$ 48,608.00	\$ 4,332.00	\$ 60,648.00
ATION OF AS-BUILT	LS	1	\$ 46,870.90	\$ 46,870.90	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 13,000.00	\$ 13,000.00	\$ 2,640.00	\$ 2,640.00	\$ 36,650.00	\$ 36,650.00
	LS	1	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Total for General Items	--	--	--	\$ 183,684.80	--	\$ 322,160.00	--	\$ 197,476.00	--	\$ 380,670.00	--	\$ 219,010.50	--	\$ 186,648.00
ROADWAY AND DRAINAGE														
SUITABLE MATL)	CY	180,000	\$ 9.10	\$ 1,638,000.00	\$ 5.06	\$ 910,800.00	\$ 5.80	\$ 1,008,000.00	\$ 5.00	\$ 900,000.00	\$ 6.00	\$ 1,080,000.00	\$ 8.91	\$ 1,603,800.00
	CY	10,000	\$ 0.01	\$ 100.00	\$ 1.25	\$ 12,500.00	\$ 2.50	\$ 25,000.00	\$ 6.00	\$ 60,000.00	\$ 6.00	\$ 60,000.00	\$ 15.60	\$ 156,000.00
(1" TH) (INCLUDES	CY	500	\$ 3.30	\$ 1,650.00	\$ 0.70	\$ 350.00	\$ 2.00	\$ 1,000.00	\$ 1.75	\$ 875.00	\$ 4.00	\$ 2,000.00	\$ 5.20	\$ 2,600.00
UBLE 72" RCP)	SY	1,000	\$ 20.20	\$ 20,200.00	\$ 38.00	\$ 38,000.00	\$ 27.00	\$ 27,000.00	\$ 25.00	\$ 25,000.00	\$ 17.05	\$ 17,050.00	\$ 13.23	\$ 13,230.00
	EA	2	\$ 15,470.00	\$ 30,940.00	\$ 16,366.60	\$ 32,733.20	\$ 11,150.00	\$ 22,300.00	\$ 16,220.00	\$ 32,440.00	\$ 12,880.00	\$ 25,760.00	\$ 20,909.00	\$ 41,818.00
	LF	100	\$ 11.30	\$ 1,130.00	\$ 10.90	\$ 1,090.00	\$ 5.30	\$ 530.00	\$ 5.00	\$ 500.00	\$ 12.00	\$ 1,200.00	\$ 5.30	\$ 530.00
YPE E, <10'	EA	2	\$ 3,332.80	\$ 6,665.60	\$ 2,015.15	\$ 4,030.30	\$ 2,100.00	\$ 4,200.00	\$ 2,080.00	\$ 4,160.00	\$ 1,650.00	\$ 3,300.00	\$ 2,578.00	\$ 5,156.00
UM PIPE	LF	51	\$ 58.00	\$ 2,958.00	\$ 51.70	\$ 2,636.70	\$ 42.00	\$ 2,142.00	\$ 51.00	\$ 2,601.00	\$ 51.00	\$ 2,601.00	\$ 60.20	\$ 3,070.20
UM PIPE (INCLUDES	LF	20	\$ 116.60	\$ 2,332.00	\$ 66.90	\$ 1,338.00	\$ 93.00	\$ 1,860.00	\$ 140.00	\$ 2,800.00	\$ 95.00	\$ 1,900.00	\$ 152.27	\$ 3,045.40
TE PIPE	LF	168	\$ 76.00	\$ 12,768.00	\$ 56.10	\$ 9,424.80	\$ 45.00	\$ 7,560.00	\$ 57.00	\$ 9,576.00	\$ 57.30	\$ 9,626.40	\$ 51.63	\$ 8,672.64
TE PIPE	LF	48	\$ 240.30	\$ 11,534.40	\$ 246.00	\$ 11,808.00	\$ 196.00	\$ 9,408.00	\$ 380.00	\$ 18,240.00	\$ 386.00	\$ 18,528.00	\$ 226.77	\$ 10,884.16
EG-750)	SF	1,800	\$ 21.10	\$ 37,980.00	\$ 15.00	\$ 27,000.00	\$ 16.00	\$ 28,800.00	\$ 19.00	\$ 34,200.00	\$ 23.55	\$ 42,390.00	\$ 15.49	\$ 27,882.00
CLUDES	CY	20	\$ 685.00	\$ 13,700.00	\$ 400.00	\$ 8,000.00	\$ 815.10	\$ 16,302.00	\$ 1,030.00	\$ 20,600.00	\$ 465.00	\$ 9,300.00	\$ 684.75	\$ 13,695.00
	SY	267	\$ 73.10	\$ 19,517.70	\$ 79.25	\$ 21,159.75	\$ 80.00	\$ 21,360.00	\$ 70.00	\$ 18,690.00	\$ 168.00	\$ 44,856.00	\$ 73.80	\$ 19,695.60
BLOCK MAT	SY	665	\$ 118.40	\$ 78,736.00	\$ 60.15	\$ 39,999.75	\$ 91.00	\$ 60,515.00	\$ 100.00	\$ 66,500.00	\$ 114.00	\$ 75,810.00	\$ 104.55	\$ 69,625.75
oadway and Drainage	--	--	--	\$ 1,878,211.70	--	\$ 1,120,870.50	--	\$ 1,235,947.00	--	\$ 1,196,182.00	--	\$ 1,394,321.40	--	\$ 1,979,800.00
PLANTING & GRASSING														
D) (BAHIA)	SY	29,000	\$ 2.70	\$ 78,300.00	\$ 1.30	\$ 37,700.00	\$ 1.30	\$ 37,700.00	\$ 1.35	\$ 39,150.00	\$ 1.50	\$ 43,500.00	\$ 1.99	\$ 57,705.00
PLANTING AND GRASSING	ALLOW	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	--	--	--	\$ 83,300.00	--	\$ 42,700.00	--	\$ 42,700.00	--	\$ 44,150.00	--	\$ 48,500.00	--	\$ 62,705.00
PAVING & PAVEMENT MARKING														
ING SIGN)	EA	2	\$ 244.60	\$ 489.20	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00	\$ 160.00	\$ 320.00	\$ 690.00	\$ 1,380.00	\$ 154.88	\$ 309.76
nd Pavement Marking	--	--	--	\$ 489.20	--	\$ 1,000.00	--	\$ 400.00	--	\$ 320.00	--	\$ 1,380.00	--	\$ 309.76
UTILITIES														
F&I FIBER OPTICS	EA	4	\$ 540.80	\$ 2,163.20	\$ 575.00	\$ 2,300.00	\$ 575.00	\$ 2,300.00	\$ 490.00	\$ 1,960.00	\$ 147.00	\$ 588.00	\$ 508.85	\$ 2,035.40
ADVANCE	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
ING/CONDUIT, 2.0"-4.5"	LF	2,030	\$ 2.90	\$ 5,887.00	\$ 6.30	\$ 12,789.00	\$ 4.83	\$ 9,804.90	\$ 5.00	\$ 10,150.00	\$ 3.00	\$ 6,090.00	\$ 6.65	\$ 13,501.50
Total for Utilities	--	--	--	\$ 13,050.20	--	\$ 20,089.00	--	\$ 17,104.90	--	\$ 17,110.00	--	\$ 11,678.00	--	\$ 20,536.90
SCHEDULE 1 SUB-TOTAL				\$ 2,158,735.90		\$ 1,506,819.50		\$ 1,493,627.90		\$ 1,638,432.00		\$ 1,674,889.90		\$ 2,249,800.00

SCHEDULE 2 - BLACKWELL WATERWAY

DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL
GENERAL ITEMS														
VIDEO)	LS	1	\$ 17,747.50	\$ 17,747.50	\$ 135,000.00	\$ 135,000.00	\$ 86,500.00	\$ 86,500.00	\$ 25,980.00	\$ 25,980.00	\$ 58,400.00	\$ 58,400.00	\$ 41,700.00	\$ 41,700.00
C	LS	1	\$ 2,495.80	\$ 2,495.80	\$ 500.00	\$ 500.00	\$ 12,000.00	\$ 12,000.00	\$ 6,590.00	\$ 6,590.00	\$ 2,500.00	\$ 2,500.00	\$ 7,000.00	\$ 7,000.00
	LF	8,760	\$ 1.20	\$ 10,512.00	\$ 1.00	\$ 8,760.00	\$ 0.80	\$ 7,008.00	\$ 0.70	\$ 6,132.00	\$ 0.85	\$ 7,446.00	\$ 1.85	\$ 16,186.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000								

			AFCO Construction		American Earth Movers		Close Construction		Guettler Brothers Construction		Melvin Bush Construction		Sunshine Land Design	
Total for General Items			--	\$ 89,160.10	--	\$ 166,794.00	--	\$ 168,646.00	--	\$ 92,574.00	--	\$ 120,434.00	--	\$ 142,000.00
ROADWAY AND DRAINAGE														
ADJUSTABLE MATL)	CY	35,000	\$ 0.01	\$ 350.00	\$ 1.00	\$ 35,000.00	\$ 4.85	\$ 169,750.00	\$ 6.00	\$ 210,000.00	\$ 6.00	\$ 210,000.00	\$ 10.91	\$ 381.00
	CY	500	\$ 3.30	\$ 1,650.00	\$ 1.70	\$ 850.00	\$ 2.00	\$ 1,000.00	\$ 10.00	\$ 5,000.00	\$ 4.00	\$ 2,000.00	\$ 5.20	\$ 2,600.00
3-33 FINE	CY	2,000	\$ 6.30	\$ 12,600.00	\$ 1.00	\$ 2,000.00	\$ 2.50	\$ 5,000.00	\$ 6.00	\$ 12,000.00	\$ 6.00	\$ 12,000.00	\$ 15.60	\$ 31,200.00
	CY	27	\$ 146.60	\$ 3,958.20	\$ 20.00	\$ 540.00	\$ 60.00	\$ 1,620.00	\$ 120.00	\$ 3,240.00	\$ 145.00	\$ 3,915.00	\$ 186.53	\$ 5,063.25
FORCED, 8"	SY	340	\$ 14.80	\$ 5,032.00	\$ 30.00	\$ 10,200.00	\$ 22.00	\$ 7,480.00	\$ 20.00	\$ 6,800.00	\$ 28.50	\$ 9,690.00	\$ 11.66	\$ 3,966.00
	SY	320	\$ 84.20	\$ 26,944.00	\$ 150.00	\$ 48,000.00	\$ 74.50	\$ 23,840.00	\$ 81.00	\$ 25,920.00	\$ 86.50	\$ 27,680.00	\$ 99.82	\$ 31,760.00
WATER & ANIMAL GUARD	EA	1	\$ 325.00	\$ 325.00	\$ 800.00	\$ 800.00	\$ 750.00	\$ 750.00	\$ 660.00	\$ 660.00	\$ 100.00	\$ 100.00	\$ 705.00	\$ 705.00
ENERGY DISSIPATOR	EA	1	\$ 10,568.00	\$ 10,568.00	\$ 2,726.00	\$ 2,726.00	\$ 10,625.00	\$ 10,625.00	\$ 15,190.00	\$ 15,190.00	\$ 12,225.00	\$ 12,225.00	\$ 14,255.00	\$ 14,255.00
CONCRETE REINFORCING)	CY	45	\$ 2,500.50	\$ 112,522.50	\$ 420.00	\$ 18,900.00	\$ 475.00	\$ 21,375.00	\$ 880.00	\$ 39,600.00	\$ 575.00	\$ 25,875.00	\$ 523.50	\$ 23,325.00
CONCRETE PIPE	LF	48	\$ 175.80	\$ 8,438.40	\$ 145.50	\$ 6,984.00	\$ 123.00	\$ 5,904.00	\$ 260.00	\$ 12,480.00	\$ 152.70	\$ 7,329.60	\$ 215.45	\$ 10,404.00
	LF	40	\$ 59.80	\$ 2,392.00	\$ 38.85	\$ 1,554.00	\$ 30.75	\$ 1,230.00	\$ 15.50	\$ 620.00	\$ 41.75	\$ 1,670.00	\$ 36.73	\$ 1,472.00
PERFORATED W/FILTER	LF	104	\$ 3.60	\$ 374.40	\$ 11.00	\$ 1,144.00	\$ 10.35	\$ 1,076.40	\$ 13.00	\$ 1,352.00	\$ 11.10	\$ 1,154.40	\$ 6.18	\$ 618.00
	LF	30	\$ 4.10	\$ 123.00	\$ 11.05	\$ 331.50	\$ 23.00	\$ 690.00	\$ 14.00	\$ 420.00	\$ 11.50	\$ 345.00	\$ 24.19	\$ 241.90
WATERBEG BACK FLAP	EA	2	\$ 6.90	\$ 13.80	\$ 32.40	\$ 64.80	\$ 18.00	\$ 36.00	\$ 190.00	\$ 380.00	\$ 6.75	\$ 13.50	\$ 14.00	\$ 14.00
SLOPE (4:1)	EA	1	\$ 7,318.40	\$ 7,318.40	\$ 6,750.80	\$ 6,750.80	\$ 5,112.00	\$ 5,112.00	\$ 20.00	\$ 20.00	\$ 6,960.00	\$ 6,960.00	\$ 10,095.00	\$ 10,095.00
	EA	4	\$ 660.90	\$ 2,643.60	\$ 761.20	\$ 3,044.80	\$ 700.00	\$ 2,800.00	\$ 270.00	\$ 1,080.00	\$ 350.00	\$ 1,400.00	\$ 666.25	\$ 2,666.25
CONCRETE CURB	EA	2	\$ 2,521.00	\$ 5,042.00	\$ 3,319.35	\$ 6,638.70	\$ 3,042.00	\$ 6,084.00	\$ 7,240.00	\$ 14,480.00	\$ 1,600.00	\$ 3,200.00	\$ 3,016.50	\$ 6,033.00
	LF	300	\$ 11.00	\$ 3,300.00	\$ 10.55	\$ 3,165.00	\$ 8.00	\$ 2,400.00	\$ 5.00	\$ 1,500.00	\$ 12.00	\$ 3,600.00	\$ 5.30	\$ 1,590.00
CONCRETE CURB	LF	36	\$ 121.00	\$ 4,356.00	\$ 100.00	\$ 3,600.00	\$ 112.00	\$ 4,032.00	\$ 200.00	\$ 7,200.00	\$ 153.35	\$ 5,520.60	\$ 36.00	\$ 1,296.00
	LF	90	\$ 77.00	\$ 6,930.00	\$ 50.00	\$ 4,500.00	\$ 38.00	\$ 3,420.00	\$ 95.00	\$ 8,550.00	\$ 117.35	\$ 10,561.50	\$ 43.31	\$ 3,894.90
CONCRETE CURB	EA	4	\$ 456.00	\$ 1,824.00	\$ 500.00	\$ 2,000.00	\$ 250.00	\$ 1,000.00	\$ 800.00	\$ 3,200.00	\$ 120.00	\$ 480.00	\$ 304.00	\$ 1,212.00
	SY	130	\$ 73.10	\$ 9,503.00	\$ 79.25	\$ 10,302.50	\$ 90.00	\$ 11,700.00	\$ 79.00	\$ 10,270.00	\$ 122.00	\$ 15,860.00	\$ 73.80	\$ 9,594.00
CONCRETE CURB	SY	130	\$ 131.70	\$ 17,121.00	\$ 60.00	\$ 7,800.00	\$ 91.00	\$ 11,830.00	\$ 100.00	\$ 13,000.00	\$ 114.00	\$ 14,820.00	\$ 104.55	\$ 13,591.50
CONCRETE CURB	LF	2,500	\$ 235.00	\$ 587,500.00	\$ 232.00	\$ 580,000.00	\$ 210.00	\$ 525,000.00	\$ 230.00	\$ 575,000.00	\$ 229.00	\$ 572,500.00	\$ 256.70	\$ 641,750.00
	LF	30	\$ 434.10	\$ 13,023.00	\$ 418.70	\$ 12,561.00	\$ 364.00	\$ 10,920.00	\$ 440.00	\$ 13,200.00	\$ 432.00	\$ 12,960.00	\$ 325.50	\$ 9,765.00
CONCRETE CURB (W/FLANGE)	EA	2	\$ 2,946.10	\$ 5,892.20	\$ 3,126.00	\$ 6,252.00	\$ 2,496.00	\$ 4,992.00	\$ 3,120.00	\$ 6,240.00	\$ 3,323.00	\$ 6,646.00	\$ 3,903.00	\$ 7,806.00
CONCRETE CURB	EA	3	\$ 4,071.40	\$ 12,214.20	\$ 7,942.75	\$ 23,828.25	\$ 6,295.00	\$ 18,885.00	\$ 7,630.00	\$ 22,890.00	\$ 7,891.00	\$ 23,673.00	\$ 6,978.00	\$ 20,751.00
	EA	3	\$ 5,957.00	\$ 17,871.00	\$ 7,385.40	\$ 22,156.20	\$ 5,420.00	\$ 16,260.00	\$ 6,670.00	\$ 20,010.00	\$ 6,906.00	\$ 20,718.00	\$ 6,311.00	\$ 18,927.00
CONCRETE CURB	EA	1	\$ 5,564.50	\$ 5,564.50	\$ 4,645.60	\$ 4,645.60	\$ 2,589.00	\$ 2,589.00	\$ 3,220.00	\$ 3,220.00	\$ 3,429.00	\$ 3,429.00	\$ 3,922.00	\$ 3,922.00
CONCRETE CURB	EA	1	\$ 7,458.90	\$ 7,458.90	\$ 8,430.55	\$ 8,430.55	\$ 5,445.00	\$ 5,445.00	\$ 6,580.00	\$ 6,580.00	\$ 6,733.00	\$ 6,733.00	\$ 7,811.50	\$ 7,811.50
CONCRETE CURB	EA	1	\$ 1,077.20	\$ 1,077.20	\$ 4,154.05	\$ 4,154.05	\$ 1,250.00	\$ 1,250.00	\$ 1,460.00	\$ 1,460.00	\$ 1,431.00	\$ 1,431.00	\$ 1,425.00	\$ 1,425.00
CONCRETE CURB	EA	1	\$ 19,792.40	\$ 19,792.40	\$ 24,362.40	\$ 24,362.40	\$ 18,805.00	\$ 18,805.00	\$ 20,840.00	\$ 20,840.00	\$ 21,260.00	\$ 21,260.00	\$ 18,673.00	\$ 18,673.00
CONCRETE CURB	EA	1	\$ 11,529.90	\$ 11,529.90	\$ 16,547.90	\$ 16,547.90	\$ 11,750.00	\$ 11,750.00	\$ 13,120.00	\$ 13,120.00	\$ 13,316.00	\$ 13,316.00	\$ 11,724.00	\$ 11,724.00
CONCRETE CURB	EA	3	\$ 2,322.00	\$ 6,966.00	\$ 3,000.00	\$ 9,000.00	\$ 2,000.00	\$ 6,000.00	\$ 5,920.00	\$ 17,760.00	\$ 4,240.00	\$ 12,720.00	\$ 1,965.00	\$ 5,885.00
Total for Roadway and Drainage	--	--	--	\$ 932,218.60	--	\$ 888,834.05	--	\$ 920,650.40	--	\$ 1,093,282.00	--	\$ 1,071,785.60	--	\$ 1,306,000.00
FENCING														
VINYL COATING	LF	40	\$ 30.00	\$ 1,200.00	\$ 24.00	\$ 960.00	\$ 30.00	\$ 1,200.00	\$ 30.00	\$ 1,200.00	\$ 24.05	\$ 962.00	\$ 24.00	\$ 960.00
VINYL COATING	LF	220	\$ 35.00	\$ 7,700.00	\$ 32.00	\$ 7,040.00	\$ 30.00	\$ 6,600.00	\$ 34.00	\$ 7,480.00	\$ 23.75	\$ 5,225.00	\$ 27.60	\$ 6,672.00
WATERBEG (6-6.0' OPENING)	EA	2	\$ 500.00	\$ 1,000.00	\$ 400.00	\$ 800.00	\$ 700.00	\$ 1,400.00	\$ 1,020.00	\$ 2,040.00	\$ 375.00	\$ 750.00	\$ 900.00	\$ 900.00
WATERBEG (20.1 - 24' OPENING)	EA	2	\$ 1,595.00	\$ 3,190.00	\$ 600.00	\$ 1,200.00	\$ 1,000.00	\$ 2,000.00	\$ 1,570.00	\$ 3,140.00	\$ 960.00	\$ 1,920.00	\$ 2,400.00	\$ 2,400.00
Total for Fencing	--	--	--	\$ 13,090.00	--	\$ 10,000.00	--	\$ 11,200.00	--	\$ 13,860.00	--	\$ 8,857.00	--	\$ 13,860.00

			AFCO Construction		American Earth Movers		Close Construction		Guettler Brothers Construction		Melvin Bush Construction		Sunshine Land Des	
ADVANCE	ALLOW	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
ASING/CONDUIT, 2" -														
	LF	6,010	\$ 3.50	\$ 21,035.00	\$ 5.80	\$ 34,858.00	\$ 3.50	\$ 21,035.00	\$ 5.00	\$ 30,050.00	\$ 3.00	\$ 18,030.00	\$ 6.65	\$ 39,915.00
DET)	EA	2	\$ 176.90	\$ 353.80	\$ 908.00	\$ 1,816.00	\$ 200.00	\$ 400.00	\$ 780.00	\$ 1,560.00	\$ 475.00	\$ 950.00	\$ 288.27	\$ 576.54
1.9", VALVE/METER														
	LF	100	\$ 13.10	\$ 1,310.00	\$ 3.45	\$ 345.00	\$ 15.00	\$ 1,500.00	\$ 14.50	\$ 1,450.00	\$ 3.50	\$ 350.00	\$ 12.80	\$ 1,280.00
Total for Utilities	-	-	-	\$ 39,801.60	-	\$ 83,401.50	-	\$ 38,335.00	-	\$ 51,880.00	-	\$ 36,350.00	-	\$ 116,446.10

MILE 2 SUB-TOTAL				\$ 1,151,770.30	\$ 1,191,529.55	\$ 1,180,081.40	\$ 1,294,096.00	\$ 1,309,926.60	\$ 1,584,237.50
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MILE 3 - BLACKWELL RESERVOIR

DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL
GENERAL ITEMS														
INCLUDES	LS	1	\$ 78,743.70	\$ 78,743.70	\$ 20,000.00	\$ 20,000.00	\$ 60,000.00	\$ 60,000.00	\$ 37,880.00	\$ 37,880.00	\$ 57,333.50	\$ 57,333.50	\$ 53,670.00	\$ 53,670.00
GROUT FILLER (9 EA	LF	180	\$ 250.00	\$ 45,000.00	\$ 100.00	\$ 18,000.00	\$ 135.00	\$ 24,300.00	\$ 200.00	\$ 36,000.00	\$ 320.50	\$ 57,690.00	\$ 300.56	\$ 54,100.80
AB-MISC) (SFWMD	LS	1	\$ 92,350.00	\$ 92,350.00	\$ 10,000.00	\$ 10,000.00	\$ 114,500.00	\$ 114,500.00	\$ 135,000.00	\$ 135,000.00	\$ 50,200.00	\$ 50,200.00	\$ 113,995.00	\$ 113,995.00
CHING) (SEE DETAIL)	EA	5	\$ 535.00	\$ 2,675.00	\$ 1,000.00	\$ 5,000.00	\$ 250.00	\$ 1,250.00	\$ 780.00	\$ 3,900.00	\$ 550.00	\$ 2,750.00	\$ 3,097.50	\$ 15,487.50
Total for General Items	-	-	-	\$ 218,768.70	-	\$ 53,000.00	-	\$ 200,050.00	-	\$ 212,780.00	-	\$ 167,973.50	-	\$ 237,247.80

MILE 3 SUB-TOTAL				\$ 218,768.70	\$ 53,000.00	\$ 200,050.00	\$ 212,780.00	\$ 167,973.50	\$ 237,247.80
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BID SUMMARY														
TOTAL				\$ 2,158,735.90	\$ 1,506,819.50	\$ 1,493,627.90	\$ 1,638,432.00	\$ 1,674,889.90	\$ 2,243,710.10					
TOTAL				\$ 1,151,770.30	\$ 1,191,529.55	\$ 1,180,081.40	\$ 1,294,096.00	\$ 1,309,926.60	\$ 1,584,237.50					
TOTAL				\$ 218,768.70	\$ 53,000.00	\$ 200,050.00	\$ 212,780.00	\$ 167,973.50	\$ 237,247.80					

BID TOTAL	\$ 3,529,274.90	\$ 2,751,349.05	\$ 2,873,759.30	\$ 3,145,308.00	\$ 3,152,790.00	\$ 4,070,200.90
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	AFCO Cnstructors	American Earth Movers	Close Construction	Guettler Brothers	Melvin Bush Constr.	Sunshine L
Yes	Yes	Yes	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes	Yes	Yes
Did not submit Bid Reply form.	Yes	Yes	Yes	Yes	Yes	Yes
Did not submit Bid Reply form.	Yes	Yes	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes	Yes	Yes
Yes	Yes	None listed	Yes	None listed	Yes	Yes
Yes	Yes	Yes	Yes	Yes	Yes	Yes
Principals ever been declared bankrupt or reorganized under ship?	No	No	No	No	No	No
Suits involving the corporation, partnership or individuals	List was provided	List was provided	None	None	None	None
In the last 5 years?	List was provided	List was provided	None	None	None	None
Or convictions of the Bidder and/or any of the partners?	No	No	None	None	No	No
	95 mil	15 mil	50 mil	40 mil	10 mil	6 m
	No	No	Did not submit Bid Reply form.	No	No	Yes
	n/a	n/a	Did not submit Bid Reply form.	n/a	n/a	0%
	Yes	Yes	Yes	Yes	Yes	Yes