

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13I
DATE 10/10/11

Meeting Date: October 10, 2011

Public Hearing Ordinance Resolution Motion

Item: SB#20110100, Lyngate Dive Sidewalk Construction & Associated Drainage Modification Project, Eagle Enterprises Inc., \$151,686.50, October 11, 2011 through January 8, 2012, 90 calendar days for completion of project.

Recommended Action:

Approval to enter into a contract with Eagle Enterprises, Inc. for Lyngate Drive Sidewalk Construction & Associated Drainage Modification Project, CDBG funded, in the amount of \$ 151,686.50, which amount includes a one-time Indemnification Fee of \$10.00. This cost is based on figures submitted by the Contractor on their Bid Reply. Also included in the Bid Reply are alternate items in case there are CDBG funds available to do additional tasks at the project site. The base project completion time is 90 calendar days. Any additional tasks or time necessary for completion of amended project will be handled via a contract change order agreed upon by all parties. Approval of contract document is also requested.

Vendor/Contractor has indicated that they do have a Drug-Free Workplace Program in place.

Exhibits: Department memo attached [x] yes [] no

Copies of the Bid tabulation Report, Specifications, Plans, and the submitted Bid Reply Sheet.

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:

Project details: Replacement of asphalt sidewalk with concrete sidewalk including all associated drainage modifications on Lyngate Drive from Veterans Memorial Parkway to Morningside Boulevard. Drainage modifications include the re-grading of swales and the installation of culvert pipes and mitered end sections to accommodate the concrete sidewalk. Additional tasks may be added to this scope of work depending on available funding.

The need for the above is:

Purchase (x) is () is not a replacement

Purchase (x) was budgeted () was not budgeted.

Expenditure: \$ 151,686.50 (including one-time indemnification fee of \$10.00)

Department requests expenditure from the following:

Fund	118	CDGB
Cost Center	5900	CDBG-Federal Entitlement Projects
Object Code	534000	Other Contractual Services
Project	Y1107	Lyngate Sidewalk Project

Director of **RECEIVED** concurs with award: CL

City Manager concurs with award: JRB

Department requests **OCT 04 2011** minutes to make a presentation.

Submitted by: Patricia Roebeling
Title: City **RECEIVED**
Manager's Office

Date Submitted 10-4-11

OCT 05 2011

City Manager's Office



"A City for All Ages"

CITY OF PORT ST. LUCIE ENGINEERING . . .

"The art of applying scientific and mathematical principals, experience, judgement, and common sense to make things that benefit people." - A.S.E.E.



MEMORANDUM

TO: CHERYL SHANABERGER – DIRECTOR OF OMB

FROM: DENNIS MADEBACH. – PROJECT MANAGER *DM*

DATE: OCTOBER 3, 2011

RE: LYNNGATE DRIVE SIDEWALK IMPROVEMENTS, BID # 20110100
FROM VETERANS MEMORIAL PARKWAY TO US 1
RECOMMENDATION OF AWARD

As you are aware, on September 13, 2011 the City received quotes from seven (7) contractors for the construction of sidewalk and drainage improvements along the south side of Lyngate Drive from Veterans Memorial Parkway to U.S. Highway 1. This project consists of the replacement of the existing 6' asphalt sidewalk with a 6' concrete sidewalk to meet ADA standards and all the necessary drainage improvements along the south side of Lyngate Drive. This is a CDBG funded project and therefore must meet all CDBG requirements.

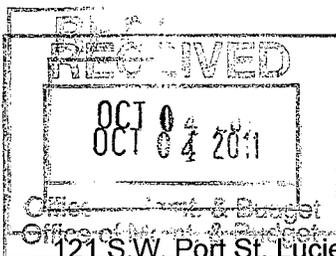
After reviewing the quotes, it was determined that the low bidder (Eagle Enterprises, Inc - \$151,676.50) meets all the requirements, therefore, the Engineering Department recommends that the project be awarded to the lowest responsive and responsible bidder Eagle Enterprises, Inc. for a total project cost of \$151,676.50 with a construction duration of 90 calendar days.

We hereby request that this item be scheduled for presentation at the next available City Council meeting for their consideration. We would appreciate you providing the bid analysis of all bidding contractors as an attachment. This contract is funded by G/L Account No. 118-5900-534000-Y1107. If additional documentation is needed, or if you have any questions, please do not hesitate to contact me.

/dm

c: Jesus Merejo, Utility Systems Director
Patricia Roebing, P.E., City Engineer
Kim Graham, P.E., Assistant City Engineer
Roxanne Chesser, P.E. – Civil Engineer

S:\projects\Sidewalks\Lyngate\10-03-2011 MEM OMB Lyngate Dr Sidewalks - Construction.doc



CITY OF PORT SAINT LUCIE
CONTRACT #20110100

COPY

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 EAGLE ENTERPRISES INC. a Florida Corporation, Mr. Robert Binford, President, 884 NW Waterlily Place, Jensen Beach, Florida 34957, Telephone No. (772) 485-3553 Fax No. (772) 692-3168, robert.binford@comcast.net, 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:

NOTIFICATIONS

- As used herein, the Project Manager shall be: Dennis Madebach, Engineering Department
City of Port St. Lucie
121 SW Port St. Lucie Blvd., Bldg. B
Port St. Lucie, FL 34984
772-871-5177 Fax: 772-871-5289
DMadebach@cityofpsl.com
- As used herein, the City Engineer (CEI) shall be: Roxanne Chesser, C.P.E., Engineering Department
121 SW Port St. Lucie Blvd., Bldg. B
Port St. Lucie, FL 34984
772-871-5177 Fax: 772-871-5289
rcheeser@cityofpsl.com
- As used herein, the Design Engineer shall be: Joseph W. Capra, P.E.
Etienne B. Bourgeois, P.E.
Captec Engineering, Inc.
301 NW Flagler Ave., Ste. 201
Stuart, FL 34994
772-692-4344 Fax: 772-692-4341
- As used herein the Contract Supervisor shall be: Barbara Moquin, CPPB, Contract Specialist
City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Blvd., Bldg. A
Port St. Lucie, FL 34984
772-871-5224 772-871-7337
barbaram@cityofpsl.com
- As used herein the CDBG Grant Contact: Rosa Riena (or her assignee), Community Services
City of Port St. Lucie
121 SW Port St. Lucie Blvd., Bldg. A
Port St. Lucie, FL 34984
772-871-5264 Fax: 772-344-4340
rosar@cityofpsl.com

COPY

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

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20110100-BM, **Lyngate Sidewalk Construction Project – Veterans Memorial Parkway to Morningside Drive**, including drawings, Sheets #1 through #7; Exhibit A-Federal Required Contract Provisions; Bid Response including Schedule "A", are hereby incorporated by this reference.

**SECTION II
TIME OF PERFORMANCE**

The Contract Period start date will be October 11, 2011 and will terminate ninety (90) calendar days thereafter on January 8, 2012. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. 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.

Written requests shall be submitted to the City's Contract Supervisor for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a unit price basis, as detailed below, for a project total of one hundred fifty-one thousand six hundred eighty-six dollars and fifty cents (\$151,686.50), which includes the one time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

LINE #	PAY ITEMS	DESCRIPTION	UNIT	QNTY.	UNIT PRICE	NET COST
1	101-1	MOBILIZATION	LS	1	7,000.00	7,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	4,500.00	4,500.00
3	104-12	STAKED SILT FENCE	LF	4,455	2.00	8,910.00
4	110-1-1	CLEARING AND GRUBBING	LS	1	3,500.00	3,500.00
5	120-1	REGULAR EXCAVATION	CY	200	6.00	1,200.00
6	120-6	EMBANKMENT	CY	300	15.00	4,500.00
7	220-70-4	SHAPE AND COMPACT EXISTING BASE	SY	1,536	4.00	6,144.00
8	400-1-2	CLASS I CONCRETE (ENDWALL)	CY	10.3	1,225.00	12,617.50
9	425-158-1	DITCH BOTTOM INLET, TYPR H, <10'	EA	1	1,000.00	1,000.00
10	425-6	ADJUST VALVE BOXES (PROVISION)	LS	1	240.00	240.00
11	430-171-101	SWALE LINER - 1/4 SECTION OF 12" BLACK HDPE PIPE	LF	1,017	10.00	10,170.00
12	430-174-201	PIPE CULVERT (13" X 17") (CORRUGATED ALUMINUM)	LF	55	40.00	2,200.00
13	430-174-203	PIPE CULVERT (34" X 53") (REINFORCED CONCRETE)	LF	24	55.00	1,320.00
14	430-982-623	MITERED END SECTION (13" X 17") (SIDE DRAIN)	EA	2	350.00	700.00

15	520.3	CONCRETE VALLEY GUTTER	LF	106	26.00	2,756.00
16	522-1	4" CONCRETE SIDEWALK 3000 PSI (inclds.Detectable Warning Surfaces)	SY	1,536	47.50	72,960.00
17	570-1-2	PERFORMANCE TURF (F&I) (SOD)	SY	5,650	1.90	10,735.00
18	700-48-48	RELOCATE SIGNS	EA	3	150.00	450.00
19	711-11-123	SOLID TRAFFIC STRIPE (12" WHITE) (THERMOPLASTIC)	LF	264	2.25	594.00
20	711-11-125	SOLID TRAFFIC STRIPE (24" WHITE) (THERMOPLASTIC)	LF	45	4.00	180.00
					Subtotal	\$151,676.50
					Indem.Fee	\$10.00
↓ALTERNATE ITEMS↓					Total Amt.	\$151,686.50
#1	430-175-124	Pipe Culvert (24") Corrugated Aluminum	LF	148	\$ 40.00	\$ 5,920.00
#2	430-175-124	Pipe Culvert 24" RCP-Reinforced Concrete	LF	148	\$ 36.00	\$ 5,328.00
#3	430-175-218	Pipe Culvert 14"x23" RCP-Reinforced Concrete	LF	30	\$ 39.00	\$ 1,170.00
#4	430-175-218	Pipe - 15"x21 Corrugated Aluminum	LF	30	\$ 35.50	\$ 1,065.00
#5	430-175-215	Pipe - 12"x18" RCP -Reinforced Concrete	LF	20	\$ 37.00	\$ 740.00

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

Invoices for services shall be submitted once a month, by the 10th day of each month, and payments shall be made net thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by the Project Manager as provided in Section XIII.

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 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 minus any liquidated damages if any assessed against the Contractor, will be paid to the Contractor within thirty (30) calendar days after the date of said final certificate.

Payment shall be made within thirty (30) calendar days of receipt of Contractor's valid invoice, provided invoice is accompanied by adequate supporting documentation, partial release of liens and approved by Project Manager as provided in Section XII of the Contract.

Before the City issues the final certificate of work completion and acceptance, 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. Such compensation includes all expenses incurred by the Contractor for all 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 prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work.

No payment for projects involving improvements to real property shall be paid 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 asserting personal knowledge that the releases and receipts in clued 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.

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
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 #20110100 for the Lyngate Sidewalk Construction Project, CDBG Funded"**, 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.

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 if total amount reaches \$200,000.00 or above. 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 for a minimum of one (1) year after the work required under this Contract has been completed and a final Certificate of Acceptance has been issued 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. All changes will 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. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, and so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence before starting the work involved in the change.

The Project Manager shall have the authority to order minor changes in amounts up to \$25,000.00 or accumulated change orders totaling less than \$25,000.00, or minor extensions of the Contract time. Such changes shall be executed by written order and signed by both the Project Manager and the Contractor. The Contractor shall carry out such written orders promptly. Contract Change Order documents are to be approved by Project Engineer, Contractor and the City and require City Council approval.

SECTION VIII COMPLIANCE WITH LAWS

The Contractor shall give and otherwise comply with all notices required by all applicable laws, ordinances and codes. Further, Contractor shall, at Contractor's sole cost and expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work performed pursuant to the Contract, and any amendments or change orders thereto shall comply with all local, state and federal laws and regulations. Contractor will comply with all the requirements as stated in the Bid Specifications.

Wage Rate Provision

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL20100338 04/01/11** as modified up through ten days prior to the opening of bids. Obtain the applicable General Decision(s) (Wage Tables) through the Department's website and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project.

When multiple wage tables are assigned to a Contract, general guidance of their use and examples of applicability are available on the Department's website. Contact the Department's Wage Rate Coordinator before bidding if there are any questions concerning the applicability of multiple wage tables. The URL for obtaining the Wage Rate Decisions is www.dot.state.fl.us/construction/wage.htm.

Contact the Department's Wage Rate Coordinator at (850) 414-4251 if the Department's website cannot be accessed or there are questions.

GENERAL DECISION: FL20100338 04/01/2011 FL338

Date: April 1, 2011

General Decision Number: FL20100338 04/01/2011

Superseded General Decision Number: FL20080338

State: Florida

Construction Type: Highway

County: St Lucie County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date

0 03/12/2010

1 04/01/2011

ELEC0323-003 09/05/1993

	Rates	Fringes
ELECTRICIAN.....	\$ 15.88	21.5%

* ENGI0487-018 01/01/2010

	Rates	Fringes
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OPERATOR: Crane

Group 1 - All Tower Cranes Mobile, Rail, Climbers, Static-Mount;
 All Cranes with Boom Length 150 Feet & Over (With or without
 jib) Friction, Hydro, Electric or Otherwise; Cranes 150 Tons & Over;
 Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry &
 Overhead Cranes; Hydro Cranes Over 25 Tons but not more than 50 Tons;
 Hydro/Friction Cranes; All Type of Flying Cranes; Finish Grader;
 Concrete Pumping Machine with Boom Attachments.....

\$ 28.30 8.78

Group 2 - Cranes with Boom Length Less than 150 Feet (With or without jib);
 Hydro Cranes 25 Tons & Under, & Over 50 Tons.....

\$ 27.57 8.78

OPERATOR: Oiler.....	\$ 22.24	8.78
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IRON0402-005 04/01/2009

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 12.00	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 11.97	2.23
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 13.16	0.00
IRONWORKER, REINFORCING.....	\$ 15.42	0.00
LABORER: Asphalt Shoveler.....	\$ 10.70	0.00
LABORER: Common or General.....	\$ 9.57	0.73
LABORER: Flagger.....	\$ 10.82	3.15
LABORER: Grade Checker.....	\$ 10.50	0.55
LABORER: Landscape and Irrigation.....	\$ 10.10	0.00
LABORER: Luteman.....	\$ 10.32	0.00
LABORER: Mason Tender -Cement/Concrete.....	\$ 12.00	1.80
LABORER: Pipelayer.....	\$ 14.01	2.15
LABORER: Power Tool Operator(Hand Held Drills/ Saws,Jackhammer and Power Saws.....	\$ 11.27	2.33
OPERATOR: Asphalt Paver.....	\$ 12.00	2.05
OPERATOR: Asphalt Plant.....	\$ 12.20	0.00
OPERATOR: Asphalt Spreader.....	\$ 10.76	0.00
OPERATOR: Auger.....	\$ 19.40	0.44
OPERATOR: Backhoe Loader Combo.....	\$ 18.00	1.39
OPERATOR: Backhoe.....	\$ 10.75	0.00
OPERATOR: Boom.....	\$ 16.61	0.00
OPERATOR: Bulldozer.....	\$ 15.96	1.96
OPERATOR: Distributor.....	\$ 12.43	0.00
OPERATOR: Drill.....	\$ 13.00	1.59
OPERATOR: Grader/Blade.....	\$ 16.34	1.78
OPERATOR: Loader.....	\$ 16.13	0.00
OPERATOR: Mechanic.....	\$ 16.20	3.25
OPERATOR: Milling Machine.....	\$ 11.50	1.68
OPERATOR: Paver.....	\$ 12.85	0.00
OPERATOR: Piledriver.....	\$ 14.15	2.26
OPERATOR: Roller.....	\$ 9.86	1.53
OPERATOR: Scraper.....	\$ 12.25	1.83
OPERATOR: Screed.....	\$ 12.85	0.00
OPERATOR: Tractor.....	\$ 13.63	1.00
OPERATOR: Trencher.....	\$ 12.05	0.40
PAINTER: Spray and Steel.....	\$ 16.62	0.00
TRUCK DRIVER: Distributor.....	\$ 13.22	2.01
TRUCK DRIVER: Dump Truck.....	\$ 10.48	1.97
TRUCK DRIVER: Lowboy Truck.....	\$ 12.00	0.00
TRUCK DRIVER: Material Truck.....	\$ 13.15	9.80
TRUCK DRIVER: Tractor Haul - Truck.....	\$ 10.64	0.00
TRUCK DRIVER: Water Truck.....	\$ 10.50	0.00
TRUCK DRIVER: 10 Yard Haul Away.....	\$ 12.50	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

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. Upon completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

**SECTION X
NOTICE OF PERFORMANCE**

Following the delivery of materials and/or Contractor's performance of work required under this Contract, Contractor shall submit a written request for inspection to the Project Manager. Such written request for inspection is the Contractor's Notice of Performance, which is further addressed in Section XIII of this Contract.

**SECTION XI
DELIVERY DOCUMENTATION**

Where Contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. The delivery ticket shall be signed by the Project Supervisor or his/her designee receiving the material. One copy shall be given to the Project Supervisor or his/her designee with the material. The Contractor shall retain one copy, and one copy shall accompany the Contractor's invoice.

**SECTION XII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required materials and work was performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall conduct the 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 materials and/or work performed in accordance with the terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III of this Contract. If the inspection conducted by the Project Manager reveals that the work performed is not satisfactory or substandard, then the Project Manager shall, as soon as practicable, inform the representative or contact persons of the respective parties hereto, of the specific findings of the inspection. The City shall provide Contractor with the opportunity to correct, remedy, to fix within a reasonable time but no longer than 10 days from the date of being informed of the unfavorable inspection, the items deemed unsatisfactory or substandard, at no additional charge to the City. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of the responsibility or obligation to remedy any deviation, deficiency, or defect in the materials used or work performed.

**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. The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and department standards and requirements.

**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, members of the public, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI
ASSIGNMENT**

The Contractor shall not delegate, sublet or subcontract any part of the work required to be performed under this contract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due Contractor or to become due under this Contract without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

**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, or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the 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 the City in its completion of the work. The City may also, in the 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 by it in its completion of the work and/or materials. 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 therefore necessary to accomplish the work.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified 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 Five Hundred dollars and 00/100 (\$500.00) 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 total amount that is due to the City as a result of said delay of work completion.

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 willful or wrongful 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 embargos 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 provide written notice to the City of the delay in performing work. Contractor shall provide such written notice of delay within two (2) days of the event that caused the delay. If on the basis of the facts and the terms of this Contract, the delay is properly excusable then 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 vendor/Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor/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. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

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

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 OWNER-FURNISHED PRODUCTS

The City may pre-purchase various materials as deemed beneficial to the City on behalf of the Contractor for use on the project. The Contractor is responsible for arranging delivery to the site. The Contractor shall be responsible for ordering the materials and all appurtenances needed for the project even though purchase is through the City. The Contractor will request the material; sign for material delivered and will be responsible for the acceptance, storage, handling, security and protection from damage or theft of the material from the time of delivery. The Contractor is responsible for any and all restocking fees of material that they have ordered.

SECTION XXI FIELD CHANGES

The Project Manager shall have the authority to order minor changes in amounts up to \$25,000.00 or accumulated change orders totaling less than \$25,000.00, or minor extension of the Contract Time. Such changes shall be effected by written order and approved by the Project Engineer, the Project Manager and the Contractor. The Contractor shall carry out such written orders promptly. Contract change orders will require City Council approval.

**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 against the City.

**SECTION XXI
RENEWAL OPTION**

"Not Applicable"

**SECTION XXII
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede and take precedence over any and all prior and contemporaneous verbal or written statements of any official or other representative of the City. Any 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.

(Balance of page intentionally left blank.)

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: _____ (print name)
Authorized Representative of **Eagle Enterprises 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)

**CITY OF PORT ST. LUCIE
OFFICE OF MANAGEMENT & BUDGET
BID OPENING LOG**

BID # 20110100

OPENED: September 13, 2011 at 3:00:00 p.m.

BID TITLE: Lyngate Drive Sidewalk Construction Project and Associated Drainage Modifications-CDBG

The following Contractor(s) submitted Bids:

90 calendar
days

ITEM	COMPANY NAME	AMOUNT FROM SCHEDULE "A"	
1	Ranger Construction, Industries	\$ 204,996.50	90 days
2	Underwater Eng. Svcs.	\$ 196,017.08	90 days
3	Melvin Bush Const., Inc.	\$ 153,824.85	90 days
4	R.J.P. Enterprises	\$ 224,992.90	90 days
5	Mancil's Tractor Srv., Inc.	\$ 173,286.00	120 days
6	Sunshine Land Design, Inc.	\$ 215,396.96	90 days
7	Eagle Enterprises, Inc.	\$ 151,686.50	90 days
8			
9			

The following vendor's submitted a "No Bid":

Number of Companies Notified: 1067
 Number of Bid Documents Distributed: 36
 Number of Bids Received: 7

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.

	LS	1	7,000.00	7,000.00	30,000.00	30,000.00	12,500.00	12,500.00	44,360.00	44,360.00	8,180.00	8,180.00	35,720.00
FFIC	LS	1	4,500.00	4,500.00	10,000.00	10,000.00	3,245.00	3,245.00	3,950.00	8,650.00	52,710.00	52,710.00	9,693.00
	LF	4,455	2.00	8,910.00	1.50	6,682.50	1.05	4,677.75	1.10	4,900.50	1.05	4,677.75	2.08
ING	LS	1	3,500.00	3,500.00	20,000.00	20,000.00	17,820.00	17,820.00	33,594.00	33,594.00	15,100.00	15,100.00	29,194.00
N	CY	200	6.00	1,200.00	20.00	4,000.00	7.00	1,400.00	12.60	2,520.00	17.85	3,570.00	18.90
	CY	300	15.00	4,500.00	20.00	6,000.00	13.00	3,900.00	13.60	4,080.00	21.15	6,345.00	25.20
EXISTING BASE	SY	1,536	4.00	6,144.00	2.50	3,840.00	3.00	4,608.00	4.00	6,144.00	5.50	8,448.00	3.78
NDWALL)	CY	10.3	1,225.00	12,617.50	1,000.00	10,300.00	830.00	8,549.00	1,476.00	15,202.80	1,150.00	11,845.00	907.94
TYPR H, <10'	EA	1	1,000.00	1,000.00	3,500.00	3,500.00	3,138.75	3,138.75	6,398.00	6,398.00	5,125.00	5,125.00	2,707.71
(PROVISION)	LS	1	240.00	240.00	2,500.00	2,500.00	100.00	100.00	1,263.75	1,263.75	5,335.00	5,335.00	2,679.00
CTION OF 12" BLACK	LF	1,017	10.00	10,170.00	7.50	7,627.50	14.00	14,238.00	8.30	8,441.10	18.85	19,170.45	7.20
7") (CORRUGATED	LF	55	40.00	2,200.00	60.00	3,300.00	35.75	1,966.25	179.00	9,845.00	46.75	2,571.25	51.24
3") (REINFORCED	LF	24	55.00	1,320.00	250.00	6,000.00	126.35	3,032.40	258.00	6,192.00	154.00	3,696.00	262.87
N (13" X 17") (SIDE	EA	2	350.00	700.00	750.00	1,500.00	290.00	580.00	448.00	896.00	962.00	1,924.00	584.10
UTTER	LF	106	26.00	2,756.00	20.00	2,120.00	20.00	2,120.00	17.25	1,828.50	11.55	1,224.30	16.59
LK 3000 PSI ng Surfaces)	SY	1,536	47.50	72,960.00	26.00	39,936.00	34.45	52,915.20	36.00	55,296.00	24.80	38,092.80	39.99
(F&I) (SOD)	SY	5,650	1.90	10,735.00	2.50	14,125.00	3.15	17,797.50	2.40	13,560.00	2.75	15,537.50	3.16
	EA	3	150.00	450.00	100.00	300.00	55.00	165.00	143.00	429.00	150.00	450.00	75.60
E (12" WHITE)	LF	264	2.25	594.00	5.00	1,320.00	3.00	792.00	4.00	1,056.00	2.80	739.20	2.12
E (24" WHITE)	LF	45	4.00	180.00	5.00	225.00	6.00	270.00	7.25	326.25	5.45	245.25	4.17
			Subtotal	\$151,676.50	Subtotal	\$173,276.00	Subtotal	\$153,814.85	Subtotal	\$224,982.90	Subtotal	\$204,986.50	Subtotal
			Indem.Fee	\$10.00	Indem.Fee								
			Total Amt.	\$151,686.50	Total Amt.	\$173,286.00	Total Amt.	\$153,824.85	Total Amt.	\$224,992.90	Total Amt.	\$204,996.50	Total Amt.
ated Aluminum	LF	148	\$ 40.00	\$ 5,920.00	\$ 75.00	11,100.00	\$ 48.35	7,155.80	\$ 173.26	25,642.48	\$ 92.35	13,667.80	\$ 74.47
inforced Concrete	LF	148	\$ 36.00	\$ 5,328.00	\$ 60.00	8,880.00	\$ 53.30	7,888.40	\$ 160.82	23,801.36	\$ 91.55	13,549.40	\$ 68.14
P-Reinforced	LF	30	\$ 39.00	\$ 1,170.00	\$ 67.50	2,025.00	\$ 118.00	3,540.00	\$ 153.05	4,591.50	\$ 159.00	4,770.00	\$ 73.96
Aluminum	LF	30	\$ 35.50	\$ 1,065.00	\$ 67.50	2,025.00	\$ 68.70	2,061.00	\$ 166.88	5,006.40	\$ 128.00	3,840.00	\$ 59.55
reinforced Concrete	LF	20	\$ 37.00	\$ 740.00	\$ 60.00	1,200.00	\$ 52.00	1,040.00	\$ 152.20	3,044.00	\$ 211.00	4,220.00	\$ 75.57
			DAYS= 90		DAYS= 120		DAYS= 90		DAYS= 90		DAYS= 90		DAYS= 90

Signature	Yes	Yes	Yes	Yes	Yes	Yes
Electronic	Yes	Yes	Yes	Yes	Yes	Yes
Acknowledged	Yes	Yes	Yes	Yes	Yes	Yes
Surety	Yes-Surety	Yes-Surety	Yes	Yes	Yes	Yes
As	Yes	Yes	Yes	No	Yes	Yes
Terms of Contract	Yes-Cert GC	Yes-Cert GC	Yes	Yes-Cert GC	Yes-Cert GC	Yes-Cert GC
Information	Yes	Yes	Yes	Yes	Yes	Yes
	Yes	No	Yes	Yes	Yes	Yes
	Yes	Yes	Yes	Yes	Yes	Yes
	Yes	Yes	Yes	Yes	Yes	Yes
	Yes	Yes	Yes	Yes	Yes	Yes
	Yes	Yes	Yes	Yes	Yes	Yes
	Yes	Yes	Yes	Yes	Yes	Yes
	Yes	Yes	Yes	Yes	Yes	Yes
	Yes	Yes	Yes	Yes	Yes	Yes
	Yes	Yes	Yes	Yes	No list	Yes
	No	No	No	No	No	No
	No	No	No	No	No	Yes
OMB	v	v	v	v	v	v

Grand Totals ↓↓

\$151,686.50
 \$153,824.85
 \$173,286.00
 \$196,017.08
 \$204,996.50
 \$215,396.96
 \$224,992.90

Original

CHECKLIST

BID # 20110100-BM

Lyngate Drive Sidewalk Construction Project & Associated Drainage Modifications

Name of Bidder: Eagle Enterprises Inc

This checklist is provided to assist bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Bid Reply Sheet with proper signature and notarized.

Mailing envelope has been addressed to: City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard, Suite 390
Port St. Lucie, FL 34984

Mailing envelope must be sealed and identified on the front with:

- Bidders Name and Address
- Bid Number
- Bid Title
- Bid Opening Date & Time

Drug-Free Workplace Form

All pricing on Excel Spreadsheet "Schedule A" has been mathematically reviewed , all price extensions and totals have been thoroughly checked.

Each Bid Addendum (when issued) is acknowledged.

Bid Bond for 5% of bid amount.

Copy of Insurance Certificate in accordance with Bid Section 5.

Copy or all required licenses and certification

MSDS in accordance with Specifications

Trench Safety Affidavit; Florida Trench Safety Compliance; Noncollusion Affidavit of Prime Bidder; Buy America Certificate of compliance; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; Contractor Verification Form; Substitution Sheet (if submitting), FDOT Forms (Certification of Current Capacity (FDOT Form 375-020-22 and Status of Contracts on Hand (FDOT form 375-020-21).

Have reviewed the Contract and accept all City Terms and Conditions

List of Projects

List of subcontractors

Equipment List

Company DUNS number information included in bid package

Five (5) completed reference sheets returned with bid

One (1) original and four (4) copies of required documents (**NO RINGED BINDERS**)

Electronic copy of Schedule A on diskette or CD as well as hard copy.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY FORMS/PACKET

Sealed Bid #20110100
Lyngate Sidewalk Construction Project
Veterans Memorial Parkway to Morningside Drive

REVISED
9/9/11

Bid Reply Sheet - Schedule A

COMPANY NAME>>>>>>>			Eagle Enterprises Inc.			
LINE #	PAY ITEMS	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	NET COST
1	101-1	MOBILIZATION	LS	1	7,000.00	7,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	4,500.00	4,500.00
3	104-12	STAKED SILT FENCE	LF	4,455	2.00	8,910.00
4	110-1-1	CLEARING AND GRUBBING	LS	1	3,500.00	3,500.00
5	120-1	REGULAR EXCAVATION	CY	200	6.00	1,200.00
6	120-6	EMBANKMENT	CY	300	15.00	4,500.00
7	220-70-4	SHAPE AND COMPACT EXISTING BASE	SY	1,536	4.00	6,144.00
8	400-1-2	CLASS I CONCRETE (ENDWALL)	CY	10.3	1,225.00	12,617.50
9	425-158-1	DITCH BOTTOM INLET, TYPR H, <10'	EA	1	1,000.00	1,000.00
10	425-6	ADJUST VALVE BOXES (PROVISION)	LS	1	240.00	240.00
11	430-171-101	SWALE LINER - 1/4 SECTION OF 12" BLACK HDPE PIPE	LF	1,017	10.00	10,170.00
12	430-174-201	PIPE CULVERT (13" X 17") (CORRUGATED ALUMINUM)	LF	55	40.00	2,200.00
13	430-174-203	PIPE CULVERT (34" X 53") (REINFORCED CONCRETE)	LF	24	55.00	1,320.00
14	430-982-623	MITERED END SECTION (13" X 17") (SIDE DRAIN)	EA	2	350.00	700.00
15	520.3	CONCRETE VALLEY GUTTER	LF	106	26.00	2,756.00
16	522-1	4" CONCRETE SIDEWALK 3000 PSI (incls. Detectable Warning Surfaces)	SY	1,536	47.50	72,960.00
17	570-1-2	PERFORMANCE TURF (F&I) (SOD)	SY	5,650	1.90	10,735.00
18	700-48-48	RELOCATE SIGNS	EA	3	150.00	450.00
19	711-11-123	SOLID TRAFFIC STRIPE (12" WHITE) (THERMOPLASTIC)	LF	264	2.25	594.00
20	711-11-125	SOLID TRAFFIC STRIPE (24" WHITE) (THERMOPLASTIC)	LF	45	4.00	180.00
BID SUBTOTAL						\$151,676.50
Indemnification Fee						\$10.00
*TOTAL BID AMOUNT						\$151,686.50
ALTERNATE						
ITEM #1	430-175-124	Pipe Culvert (24") Corrugated Aluminum	LF	148	\$ 40.00	\$ 5,920.00
#2	430-175-124	Pipe Culvert 24" RCP-Reinforced Concrete	LF	148	\$ 36.00	\$ 5,328.00
#3	430-175-218	Pipe Culvert 14"x23" RCP-Reinforced Concrete	LF	30	\$ 39.00	\$ 1,170.00
#4	430-175-218	Pipe - 15"x21 Corrugated Aluminum	LF	30	\$ 35.50	\$ 1,065.00
#5	430-175-215	Pipe - 12"x18" RCP -Reinforced Concrete	LF	20	\$ 37.00	\$ 740.00

* Enter "TOTAL BID AMOUNT" on Bid Response Sheet, Schedule A, # 5

Bid Reply Form
LYNGATE SIDEWALK CONSTRUCTION PROJECT
Veterans Memorial Parkway to Morningside Drive
Sealed Bid # 20110100

1. **COMPANY NAME:** Eagle Enterprises Inc

DIVISION OF: _____

PHYSICAL ADDRESS: 884 NW Waterlily Place

MAILING ADDRESS: Same

CITY, STATE, ZIP CODE: Jensen Beach, FL 34957

TELEPHONE NUMBER: (772-485-3553) FAX NO. (772-692-3168)

CONTACT PERSON: Robert Binford E-MAIL: robert.binford@comcast.net

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes No If yes, in what state? Florida

Robert Binford

 President

Robin Pace

 Vice President

Robert Binford

 Treasurer

How long in present business: 16 yrs How long at present location: 5 1/2 yrs.

Is firm a minority business: No Yes Does firm have a drug-free workplace program? Yes No
 If no, is your company planning to implement such a program? _____

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
1	8-24-2011
2	8-31-2011
3	8-31-2011

#4 9-9-2011
#5 9-12-2011

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

THE
CINCINNATI INSURANCE COMPANY
CINCINNATI, OHIO

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Eagle Enterprises, Inc.

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, 6200 S. Gilmore Road, Fairfield, Ohio 45014-5141, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF PORT ST. LUCIE

as Obligee, hereinafter called the Obligee, in the sum of 5% of bid-----

Dollars (\$ 5% of bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Lyngate Drive Sidewalk Construction Project and Associated Drainage Modifications

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 13 day of September, 2011

Eagle Enterprises, Inc.

Robin L Pace
ROBIN L PACE (Witness)

(Principal) (Seal)
By: [Signature]
(Title)

Jeannette Miller
(Witness)

THE CINCINNATI INSURANCE COMPANY
(Surety) (Seal)

By: [Signature]
Deidre Sullivan Attorney -in-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, February 1970 Edition.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Peggy Snow, Jean Miller, James H Breen, Deidre Sullivan, Brett A Ragland, Audrey J Gallagher,

of Lake Mary, FL its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States,

Twenty Million Dollars and 00/100 (\$20,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly

Vice President

On this 1st day of April, 2007, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 13th day of September, 2011.



Gregory J. Schlemmer

Secretary

5. BID RESPONSE:

5.1 Bidder will / ~~will not~~ accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

5.3 Bid Reply Sheet Total from Schedule "A": \$ 151,686.50

5.4 Number of calendar days needed for completion of project: 90 calendar days.

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be entered on the Schedule "A", Excel Bid Reply Sheet for each line item, and such price shall include total cost unless otherwise specified. A total shall be figured and entered on 5.3 above. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

NOTE: Any Mobilization amount in Schedule A of this Bid Reply shall include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

6. INSURANCE/CERTIFICATES/LICENSE - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. CONTRACT - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. CERTIFICATION

This bid is submitted by: Name (print) Eagle Enterprises Inc. who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Robert Burford
Signature

9-12-2011
Date

3. Firm's previous names (if any). Eagle Management Co.
4. How many years has your organization been in business as a contractor? 22 yrs
5. List five (5) sidewalk construction projects similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: Plantation Woods at Kennedy Park
 Description: Water Park with sidewalks, concrete header curbs, underground drainage, pavers. Eagle Ent. Inc. subcontracted from West Const. Inc.
 Location: Plantation, FL
 Client Name and Phone Number: Danny EZZEDDINE 954-797-2256
 Value of Total Contract: \$500,000.00
 Firm's Percentage of Total Contract: 100%
 Number of Change Orders: 2
 Value of Change Orders: > \$20,000.00
 Was Project Completed on Schedule: yes
 Was Project Completed within Budget? yes

Project Number 2

Project Name: OLD DIXIE HWY. STREETSCAPE
 Description: New Islands, directional boring, curbs irrigation, landscaping & walks. Eagle Ent. Inc. subcontracted from West Const. Inc.
 Location: Riviera Beach
 Client Name and Phone Number: LYLE SAMADI 561-845-4061
 Value of Total Contract: \$800,000.00
 Firm's Percentage of Total Contract: 100%
 Number of Change Orders: 3
 Value of Change Orders: > \$100,000.00
 Was Project Completed on Schedule: yes
 Was Project Completed within Budget? yes

Project Number 3

Project Name: Ann Herman Park
 Description: New Park, parking areas, landscape pavers, walkways. Eagle Ent. Inc. subcontracted

From West Construction Inc.
Location: Fort Lauderdale FL
Client Name and Phone Number: Mark Friedman 954-828-5952
Value of Total Contract: \$ 209,000.⁰⁰
Firm's Percentage of Total Contract: 100%
Number of Change Orders: 1
Value of Change Orders: > \$10,000.00
Was Project Completed on Schedule: Yes
Was Project Completed within Budget? Yes

Project Number 4

Project Name: Phil Foster Park
Description: New bulkheads, drainage, parking, curbs, walkways, pavilions, pavers, lighting. Eagle Ent. Inc. subcontracted from West Const. Inc.
Location: Riviera Beach, FL
Client Name and Phone Number: Tony Compagnone 561-996-2245
Value of Total Contract: \$2,000,000.-
Firm's Percentage of Total Contract: 50%
Number of Change Orders: 6
Value of Change Orders: \$250,000.-
Was Project Completed on Schedule: Yes
Was Project Completed within Budget? Yes

Project Number 5

Project Name: Public Services Administration Building
Description: New Metal Building with drainage, parking curbs, UG utilities, lines, signs. Eagle Ent Inc. subcontracted from West Const. Inc.
Location: Dania Beach FL
Client Name and Phone Number: Dominic Orlando
Value of Total Contract: \$ 3,037,000.-
Firm's Percentage of Total Contract: > 50%
Number of Change Orders: 3
Value of Change Orders: > \$ 50,000.-
Was Project Completed on Schedule: Yes
Was Project Completed within Budget? Yes

6. List subcontractors and major material suppliers for the project. Include telephone numbers. Attach additional sheets if necessary.

Ferraro Concrete, 561-996-2245

Roadsafe Systems 954-648-0134

Maschmeyer Concrete 561-848-9112

Odums Sod 561-722-0589

H D Supply 407-893-9002

7. Financial statement (optional) listing assets and liabilities. Attach additional sheets if necessary. May be requested after bid openings in process of bid evaluations.

8. List of company equipment available to complete this project. Sidewalk forms, Bobcat, small tools

9. List projects where failure to complete work awarded to you occurred. List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: 0

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

10. Status of current contracts. Please provide the number of current contracts as well as a sample list of the projects currently underway. Use additional pages if needed.

Number of Current Contracts: 5

Contract Information

Project: Turtle Friendly Lighting
Client: City of Deerfield Beach
Contract Value: \$ 212,000.-
Percent Complete: 82%
Anticipated Completion Date: 09/28/2011

See additional pages

11. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

We will not use the same subcontractors on other projects until this project scope is substantially complete. We will assign one full time superintendent that will schedule all activities daily for the duration

12. Within the previous five (5) fiscal years has your organization been involved in litigation, judgements, major disputes, contract defaults, or liens? If so, please list the name of the project and explain nature and current status of the project. None

(Balance of page intentionally left blank)

Contract Information

Project: Drainage Improvements @ Dean Calloway Park
Client: City of Riviera Beach
Contract Value: 32,400. -
Percent Complete: 50%
Anticipated Completion Date: October 30, 2011

Contract Information

Project: *Misc. small projects*

Client: *Bank of America, BBT Bank, Kella Williams*

Contract Value: *\$20,000.-*

Percent Complete: *on going +-50%*

Anticipated Completion Date: *on going +- Dec. 31, 2011*

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Eagle ENTERPRISES INC does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

09-12-2011

Date

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE FORM

Proposer's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in Bid Response.

(Please print or type)

SB #20110100-BM	Bid Title: Lyngate Sidewalk & Drainage Project - CDBG Funded
Bidder Name/Company	<u>Eagle Enterprises Inc.</u>
Reference Name:	<u>Trade Wind Reel Estate</u> Fax #: <u>772-382-7299</u>
Email:	<u>lilaw628@gmail.com</u> Telephone #: <u>772-501-0835</u>
Person to contact:	<u>Lola Williams</u>

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Referenced company to complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Proposer. _____

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this vendor completed for you within the past 5 years? _____

What problems were encountered (claims) if any? _____

How many change orders were requested by this Proposer? _____

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Company again? Yes [] No [] Maybe []

Comments:

Signature of Reference: _____

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE FORM

Proposer's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in Bid Response.

(Please print or type)

SB #20110100-BM	Bid Title: Lyngate Sidewalk & Drainage Project - CDBG Funded
Bidder Name/Company	<u>Eagle Enterprises Inc.</u>
Reference Name:	<u>Keller Williams Gold Group</u> Fax #: <u>561-244-3098</u>
Email:	<u>jamie@goldgroupteam.com</u> Telephone #: <u>561-635-4342</u>
Person to contact:	<u>Jamie Brennan</u>

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Referenced company to complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Proposer. _____

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this vendor completed for you within the past 5 years? _____

What problems were encountered (claims) if any? _____

How many change orders were requested by this Proposer? _____

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____
Qualifications _____
Budget Control _____

Final Product _____
Cooperation _____
Reliability _____

Would you contract with this Company again? Yes [] No [] Maybe []

Comments:

Signature of Reference: _____

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE FORM

Proposer's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in Bid Response.

(Please print or type)

SB #20110100-BM	Bid Title: Lyngate Sidewalk & Drainage Project - CDBG Funded
Bidder Name/Company	<u>Eagle Enterprises Inc.</u>
Reference Name:	<u>City of Deerfield Beach</u> Fax #: <u>954-480-4492</u>
Email:	<u>DPayne@deerfield-beach.com</u> Telephone #: <u>954-427-3343</u>
Person to contact:	<u>Dean Payne</u>

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Referenced company to complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Proposer. _____

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this vendor completed for you within the past 5 years? _____

What problems were encountered (claims) if any? _____

How many change orders were requested by this Proposer? _____

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____
Qualifications _____
Budget Control _____

Final Product _____
Cooperation _____
Reliability _____

Would you contract with this Company again? Yes [] No [] Maybe []

Comments:

Signature of Reference: _____

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE FORM

Proposer's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in Bid Response.

(Please print or type)

SB #20110100-BM	Bid Title: Lyngate Sidewalk & Drainage Project - CDBG Funded
Bidder Name/Company	<u>Eagle Enterprises Inc.</u>
Reference Name:	<u>21st Century Elec.</u> Fax #: <u>954-970-7541</u>
Email:	<u>michaelyearq@aol.com</u> Telephone #: <u>954-974-5412</u>
Person to contact:	<u>Michael Yearq</u>

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Referenced company to complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Proposer. _____

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this vendor completed for you within the past 5 years? _____

What problems were encountered (claims) if any? _____

How many change orders were requested by this Proposer? _____

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Company again? Yes [] No [] Maybe []

Comments:

Signature of Reference: _____

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE FORM

Proposer's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in Bid Response.

(Please print or type)

SB #20110100-BM	Bid Title: Lyngate Sidewalk & Drainage Project - CDBG Funded
Bidder Name/Company	<u>Eagle Enterprises Inc.</u>
Reference Name:	<u>City of Riviera Beach</u> <u>Lyle Samadi</u> Fax #: <u>561-840-3438</u>
Email:	<u>LSAMADI@RivieraBch.com</u> Telephone #: <u>561-845-2412</u>
Person to contact:	<u>Lyle Samadi</u>

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Referenced company to complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Proposer. _____

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this vendor completed for you within the past 5 years? _____

What problems were encountered (claims) if any? _____

How many change orders were requested by this Proposer? _____

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____
Qualifications _____
Budget Control _____

Final Product _____
Cooperation _____
Reliability _____

Would you contract with this Company again? Yes [] No [] Maybe []

Comments:

Signature of Reference: _____

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20110100
PROJECT TITLE: LYN GATE DRIVE SIDEWALK CONSTRUCTION & DRAINAGE PROJECT
CDBG FUNDED

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
_____			\$ _____	\$ _____

_____			\$ _____	\$ _____

_____			\$ _____	\$ _____

_____			\$ _____	\$ _____

_____			\$ _____	\$ _____

_____			\$ _____	\$ _____

_____			\$ _____	\$ _____

_____			\$ _____	\$ _____

_____			\$ _____	\$ _____

None
 Inten deal

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20110100
PROJECT TITLE: LYN GATE DRIVE SIDEWALK CONSTRUCTION & DRAINAGE PROJECT
CDBG FUNDED

CONTRACTOR VERIFICATION FORM

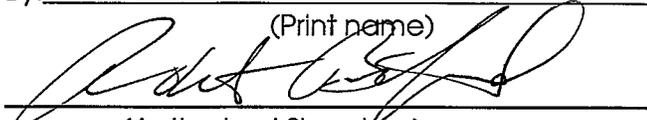
THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Eagle Enterprises Inc.

Corporate Title: President

Address: 884 NW Waterlily Place
Jensen Beach, FL 34957
(Zip Code)

By: Robert Binford President
(Print name) (Print title)


(Authorized Signature)

Telephone: (772) 485-3553

Fax: (772) 692-3168

State License # CBC 060163 (ATTACH COPY)

County License # _____ (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: Certified General Contractor

Unlimited yes (yes/no)

If "NO", Limited to what trade? _____

AG# 5093314

STATE OF FLORIDA

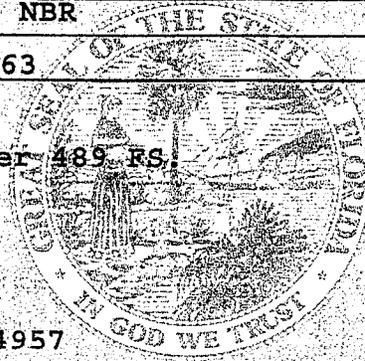
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10081301489

DATE	BATCH NUMBER	LICENSE NBR
08/13/2010	090461718	CGC060163

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

BINFORD, ROBERT WILLIAM
EAGLE ENTERPRISES INC
884 NW WATERLILY PLACE
JENSEN BEACH FL 34957



CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
SECRETARY

DISPLAY AS REQUIRED BY LAW

Building Department of Port St. Lucie, FL

Period	Batch	Item	Print Date/Time
09/30/11	2591	004	09/12/11 15:12:02

Customer: EAGLE ENTERPRISES INC

Qty	Description	Fee	Total
1	MEM11823	40.00	40.00
		Total Due	40.00

Payments	Check #	Check Date	Amount
Check	297	09/12/11	40.00

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

Sealed Bid #20110100-BM - Addendum #III

Revised Page 53 of Bid Document

State of Florida }

County of Martin }

Robert Binford, being first duly sworn, disposes and says that:
(Name/s)

1. They are President of Eagle Enterprises Inc the Bidder that
(Title) (Name of Company)

has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

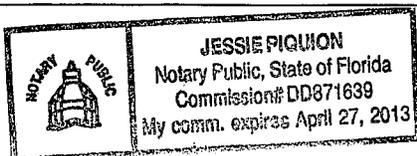
(Signed) Robert Binford

(Title) President

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)SS:

The foregoing instrument was acknowledged before me this 13 of September 2011
(Date)

by: Robert Binford who is personally known to me or who has produced
as identification and who did (did not) take an oath.



Jessie Figueroa
Notary (print & sign name)
Commission No. _____

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20110100
PROJECT TITLE: LYN GATE DRIVE SIDEWALK CONSTRUCTION & DRAINAGE PROJECT
CDBG FUNDED

LIST OF REFERENCES

OWNER'S NAME & ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
21 st Century Electric 1530 NW 26 th Ave Pompano Beach, FL 33069	New office Bldg.	Mike Yearry	954-974-5412
Keller Williams 8188 Jog Road, Suite 101 Boynton Beach, FL 33472	Various	Jamie Brennan	561-635-4342
Trade Wind Real Estate 47 SW Osceola Street Stuart, FL 34994	Various	Lila Williams	772-501-0835
Deerfield Beach 200 Goolsby Blvd Deerfield Beach, FL 33442	Turtle Friendly lighting	Dean Payne	954-427-3343
Re Max of Stuart Stuart, FL	Inspection Svcs.	Maureen Vaillancourt	772-341-8690

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

Sealed Bid # 20110100-BM

State of Florida }

County of Martin }

Robert Binford, being first duly sworn, disposes and says that:
(Name/s)

1. They are President of Eagle Enterprises Inc the Bidder that
(Title) (Name of Company)

has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

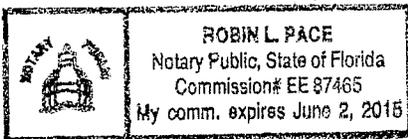
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]
(Title) President

STATE OF FLORIDA }
COUNTY OF ~~PALM BEACH~~ MARTIN }SS:

The foregoing instrument was acknowledged before me this 9/12/11
(Date)

by: Robert Binford who is personally known to me or who has produced
as identification and who did (did not) take an oath.



Robin L Pace
Notary (print & sign name)
Commission No. _____

CITY OF PORT ST. LUCIE

FLORIDA TRENCH SAFETY COMPLIANCE

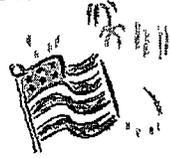
Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of Fl., effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure {Description}	Units of Measure {LF,SY}	Unit Quantity	Unit Cost	Extended Cost
A.	<u>Shoring/Benching</u>	<u>L/F</u>	<u>200</u>	<u>\$ 50⁰⁰</u>	<u>\$1,000.00</u>
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
E.	_____	_____	_____	_____	_____
F.	_____	_____	_____	_____	_____

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

BUY AMERICA CERTIFICATE OF COMPLIANCE

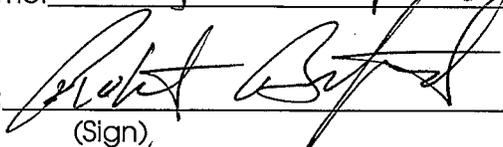
CERTIFICATE OF COMPLIANCE



COMPLIANCE

The bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name: Eagle Enterprises Inc.

Authorized By:  Robert Binford
(Sign) (Print Name)

Title: President Date: 09/12/2011

CERTIFICATION REGARDING LOBBYING

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*))
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure of fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure)

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Company Name: Eagle Enterprises Inc.

Authorized By:  Robert Binford
(Sign) (Print Name)

Title: President Date: 09/12/2011

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Primary Covered Transactions**

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

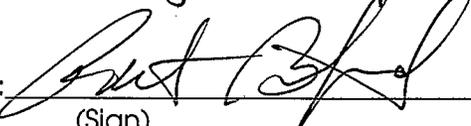
(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name: Eagle Enterprises Inc.

Authorized By:  Robert Binford
(Sign) (Print Name)

Title: President Date: 09/12/2011



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2011

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

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

PRODUCER Futurity Insurance, Inc. PO Box 4277 Deerfield Beach FL 33442-4277		CONTACT NAME: PHONE A/C No. (561) 361-8331 E-MAIL ADDRESS PRODUCER CUSTOMER ID:		FAX A/C No: (561) 361-8332	
INSURED Eagle Enterprises, Inc. 884 N.W. Waterlily Place Jensen Beach FL 34957		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Mid-Continent Casualty Co.		23418	
		INSURER B: Victoria Insurance			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			04-GL-833863	08/30/2011	08/30/2012	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ EXCLUDED
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			9778011	09/07/2011	09/07/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PIP	\$ 10,000
							UM	\$ 10,20,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

General Contractor - Commercial & Residential

CERTIFICATE HOLDER**CANCELLATION**
 City of Port St. Lucie 772 871-5229
 121 S.W. Port St. Lucie Blvd

Port St. Lucie FL 34984

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

AUTHORIZED REPRESENTATIVE

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE FORM

Proposer's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in Bid Response.

(Please print or type)

SB #20110100-BM	Bid Title: Lyngate Sidewalk & Drainage Project - CDBG Funded
Bidder Name/Company	<u>Eagle Enterprises Inc.</u>
Reference Name:	<u>City of Deerfield Beach</u> Fax #: <u>954-480-4492</u>
Email:	<u>DPayne@deerfield-beach.com</u> Telephone #: <u>954-427-3343</u>
Person to contact:	<u>Dean Payne</u>

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Referenced company to complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Proposer. FISH AND WILD-LIFE APPROVED TURTLE COMPLIANT LIGHTING BOLLARDS.

Was the project completed on time and within budget? PROJECT IS ONGOING

What was the project completion date? PROJECT IS ONGOING

How many projects has this vendor completed for you within the past 5 years? ONE

What problems were encountered (claims) if any? OWNER DRIVEN CHANGES BEING IMPLEMENTED BY CONTRACTOR

How many change orders were requested by this Proposer? ONE FOR OWNER DELAY

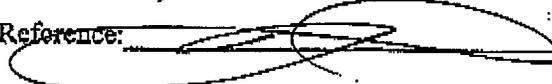
How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism	<u>10</u>	Final Product	<u>10</u>
Qualifications	<u>10</u>	Cooperation	<u>10</u>
Budget Control	<u>10</u>	Reliability	<u>10</u>

Would you contract with this Company again? Yes [] No [] Maybe []

Comments:

CITY OF DEERFIELD BEACH CAPITAL PROJECTS MEETING

Signature of Reference: 

For OMB Use Only	
Reference Checked	<input type="checkbox"/>
Clerk Checked	<input type="checkbox"/>

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE FORM

Proposer's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in Bid Response.

(Please print or type)

SB #20110100-BM	Bid Title: Lyngate Sidewalk & Drainage Project - CDBG Funded	
Bidder Name/Company	Eagle Enterprises Inc.	
Reference Name:	21st Century Elec.	Fax #: 954-970-7541
Email:	michaelyearq@aol.com	Telephone #: 954-974-5412
Person to contact:	Michael Yearq	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Referenced company to complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Proposer. Complete Building & site Development, including drainage, concrete work, and all associated trades

Was the project completed on time and within budget? Yes

What was the project completion date? 8/30/11

How many projects has this vendor completed for you within the past 5 years? 7

What problems were encountered (claims) if any? None

How many change orders were requested by this Proposer? only change orders that resulted in owner actual changes no c/o's for any/all design plans

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism	<u>10</u>	Final Product	<u>10</u>
Qualifications	<u>10</u>	Cooperation	<u>10</u>
Budget Control	<u>10</u>	Reliability	<u>10</u>

Would you contract with this Company again? Yes No [] Maybe []

Comments:

Signature of Reference: [Signature]

For OMB Use Only	
Reference Checked	
Clark Checked	

09/14/2011 10:40

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DMB

PAGE 01

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE FORM

Proposer's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in Bid Response.

(Please print or type)

SB #20110100-BM	Bid Title: Lyngate Sidewalk & Drainage Project - CDBG Funde
Bidder Name/Company	<u>Eagle Enterprises Inc.</u>
Reference Name:	<u>Trade Wind Real Estate</u> Fax #: <u>772-382-7299</u>
Email:	<u>lilaw628@gmail.com</u> Telephone #: <u>772-501-0835</u>
Person to contact:	<u>Lila Williams</u>

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Referenced company to complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Proposer. MOLD ABATEMENT + Removal of Master Bath + Relage EXT. Door Frames + MISC. REPAIRS + PAINTING + EXTENSIVE CLOSET SHELVES + BUILD NEW CLOSET + HANG DOORS

Was the project completed on time and within budget? YES

What was the project completion date? MAY 2011

How many projects has this vendor completed for you within the past 5 years? 2

What problems were encountered (claims) if any? No Problems

How many change orders were requested by this Proposer? NONE

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism	<u>9</u>	Final Product	<u>10</u>
Qualifications	<u>9</u>	Cooperation	<u>9</u>
Budget Control	<u>10</u>	Reliability	<u>9</u>

Would you contract with this Company again? Yes No [] Maybe []

Comments:

Signature of Reference: Lila Williams, Realtor

For OMB Use Only	
Reference Checked	
Clerk Checked	

Barbara Moquin

From: Robert Binford [robert.binford@comcast.net]
Sent: Monday, September 26, 2011 1:07 PM
To: Barbara Moquin
Subject: RE: DUNS Number

Hello Barbara,
DUNS Number 969783732

Robert Binford
Eagle Enterprises dba Total Home Inspections and Robert's Remodeling
p:772-485-3553 f:772-692-3168



www.4mycontractor.com
<mailto:robert.binford@comcast.net>

From: Barbara Moquin [<mailto:BarbaraM@cityofpsl.com>]
Sent: Monday, September 26, 2011 12:40 PM
To: 'Robert Binford'
Subject: DUNS Number

Please send me your DUNS Number. The bid submitted for the Lyngate Sidewalk Project stated on the Checklist that your DUNS Number information was included but after review I could not find where in your Bid Reply this information was provided. Please respond ASAP as the award recommendation is pending. Thank you.

Barbara J. Moquin, CPPB
Contract Specialist, Office of Management & Budget
City of Port St. Lucie
121 SW Port St. Lucie Blvd. Ste. 390
Port St. Lucie, FL 34984
772-871-5224
772-871-7337 Fax



Eagle Enterprises Inc.

**General Contractors
884 NW Waterlily Place
Jensen Beach, FL 34957**

13 SEP AM 11:52 358

RECEIVED

***Lyngate Drive Sidewalk
Construction Project &
Associated Drainage
Modifications***

Bid No. 20110100-BM

**Bid Date and Time:
September 13, 2011 @ 3:00 PM**

City of Port St. Lucie
Office of Management and Budget
121 SW Port St. Lucie Boulevard
Port Saint Lucie, FL 34984