

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 12A
DATE 11/14/11

Meeting Date: November 14, 2011

Public Hearing Ordinance Resolution Motion

Broadcast Date: August 26, 2011 Legal Ad: September 1 & September 6, 2011

Item: E-Bid #20110108 – Construction of the Ravenswood Community Center Project

Recommended Action:

- 1) Approval of Award and Contract to the Kast Construction III, LLC for the construction the Ravenswood Community Center Project in the amount of **\$5,009,512.44**. Contract period is three hundred sixty-five (365) calendar days.

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

Copies of the E-Bid Specifications and all Addenda, Responses from proposers, E-Bid tabulation report, and related documents.

Summary Explanation/Background Information: Twelve (12) proposals were received from General Contractors on October 20, 2011 with three (3) Bidders being deemed non-responsive. Kast Construction III, LLC submitted the lowest bid and best value in the amount of \$5,009,512.44. This is \$1,933,495.56 lower than the highest bidder. The project includes the construction of a 24,771 square foot Community Center with a Gymnasium and a 10,981 square foot classroom wing for Indian River State College. Contract period will be three hundred sixty-five (365) calendar days.

Purchase is budgeted in the 307 Fund.

Expenditure: **\$5,009,512.44**

Department requests expenditure from the following:

Fund	307	Parks MSTU Fund
Cost Center	7203	Ravenswood
Object Code	562000	Buildings
Project	27031	Ravenswood Facility Construction

Director of OMB concurs with award: *DF*

City Manager concurs with award: *JAB*

Department requests -0- minutes to make a presentation.

Submitted by: *Jerry A Bentrott* Date Submitted: 11/4/2011

Title: City Manager **RECEIVED**

NOV 04 2011

City Manager's Office

MEMORANDUM

TO: MAYOR JOANN M. FAIELLA
CITY COUNCIL

FROM: JERRY A. BENTROTT, CITY MANAGER *JAB*

SUBJECT: RAVENSWOOD COMMUNITY CENTER

DATE: NOVEMBER 3, 2011

On October 20, 2011, bids were opened for the construction of the Ravenswood Community Center building and the classroom building for IRSC that was included as the City's compensation for acquiring the remainder of the site from IRSC. Twelve bids were received for the project. They are as follows:

▪ Kast Construction	\$5,009,512.44
▪ Urban Building Systems	\$5,221,764.00
▪ Jacquin & Sons	\$5,317,480.00
▪ Straticon Construction	\$5,498,080.00
▪ West Construction	\$5,715,797.00
▪ Brooks & Freund	\$5,728,188.10
▪ Bayview Construction	\$5,799,309.00
▪ Burke Construction Group	\$6,032,489.56
▪ Construction Technology Group	\$6,273,010.00
▪ Diaz Fritz Isabel	\$6,436,912.81
▪ DJ Haycock Construction	\$6,558,989.00
▪ J. Kokolakis Contracting	\$6,943,008.00

After reviewing the low bids and their schedules and references, it is recommended that the City contract with Kast Construction as the low bidder for the project.

JAB/mv

cc: David K. Pollard, Director of OMB
Roger G. Orr, City Attorney
Pam Booker Hakim, Senior Assistant City Attorney
Kevin Hempel, Construction Division

**CITY OF PORT SAINT LUCIE
CONTRACT #20110108**

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 **Kast Construction III**, LLC, 701 S. Olive Avenue, Suite 105, West Palm Beach, Florida 33401, Telephone No. (561) 689-2910 Fax No. (561) 689-2911, 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:

NOTICES

City Project Manager: Kevin Hempel, Construction Division
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-873-6390 Cell: 772-528-8749
Email: khempel@cityofpsl.com

City Contract Administrator: Robyn Holder, CPPB
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5223 Fax: 772-871-7337
Email: rholder@cityofpsl.com

Contractor: Eric Plotke
Kast Construction
701 S. Olive Ave., Suite 105
West Palm Beach, Florida 33401
Telephone: 561-689-2910 Fax: 561-689-2911
Cell: 561-236-1360
Email: eplotke@kastbuild.com

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20110108 consisting of pages 1 - 71, Project Manual prepared by Treasure Coast Building Engineers, Inc. consisting of pages 1 - 977 dated July 4, 2011, all Addenda and Attachments, and Construction Plans consisting of pages 1 - 134 dated July 11, 2011 and include the following incorporated herein by this reference.

- Civil Plans - pages 1 to 24

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- Landscape Plans – pages 1 to 2
- Irrigation Plans – pages 1 to 5
- Architectural Plans – Community Center – pages A1 to A12
- Architectural Plans – IRSC – pages A1I to A11I
- Architectural Plans – Product Spec Sheets – pages SPX-1 to SPX 16
- Electrical Plans – Community Center – pages E0.1 to E6.1
- Mechanical Plans – Community Center – pages M0.1 to M8.1
- Plumbing Plans – Community Center – pages P0.1 to P5.1
- Electrical Plans – IRSC – pages E0.1I to E5.1I
- Mechanical Plans – IRSC – pages M0.1I to M8.1I
- Plumbing Plans – IRSC – pages P0.1I to P5.1I
- Conduit Plans – pages C-1 to C-3
- Fire Protection – pages FP0 to FP1
- Lightning Protection – pages EL1.0 to EL2.0
- Kitchen Exhaust Hood – pages 1 to 2
- Structural Plans – pages S-1 to S-5

SECTION II TIME OF PERFORMANCE

Contract period shall commence on _____ and with _____, as the date set for final completion. The Contract period shall terminate on _____, unless otherwise extended by written agreement or change order. 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 Project Manager until all work specified in the bid specifications has been rendered.

SECTION III COMPENSATION

The total amount to be paid by the City to the Contractor is on a lump sum basis in the amount of **\$5,009,512.44** as indicated on Schedule "A" attached hereto and made a part hereof. This amount includes the ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts. Payments will be disbursed in the following manner:

Visa Payment Procedures - for Contractor and the City:

1. A Visa account with Bank of America (BOA) will be established for this project. The account dollar limit will be established by the Project Manager's estimate of monthly expense. The account will also have limits as per the MCC code. Reasonable total invoice amounts will also be established. The account will be entered with the proper expense codes.
2. A purchase order to the Contractor with reference to a Visa vendor number will be issued, encumbering funds for this project.

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3. The Contractor will send the Project Manager, by the 1st of each month, an estimate of work and materials that will be accomplished/used by the 25th of the same month. This is known as the Pay Estimate.
4. The Project Manager will approve the pay estimate by the 6th of the same month. The Project Manager is signing and agreeing that the labor and material estimates are reasonable and feasible as to being completed by the 25th of the same month.
5. The Project Manager will prepare a letter to the Contractor stating that the estimated work and materials request (pay estimate) is appropriate as to expected completion by the 25th of the same month. A copy of this memo along with the original pay estimate will be sent to the City's Office of Management & Budget, Attention: Karen Roger, Procurement Card Administrator.
6. The Contractor will be contacted by OMB, or his/her designee, to place pay estimate on the Visa account established for the project. The Contractor may not place the charge on the account earlier than the 6th of each month. Under no circumstances will the card be used between the 1st and 5th of the month.
7. The Contractor will send the standard pay application with all required documents as per the Contract to the Project Manager by the 25th of each month. The pay application numbers should match the previously submitted pay estimate numbers for the same work period.
8. The Project Manager will audit to determine that work and materials that are being billed have been completed and installed as per the Contract specifications. The Project Manager will sign documents that state the payment is correct and payment by the City is authorized. This is the Payment Request that will authorize the City to pay the bank provider-Bank of America.
9. The Project Manager will have the signed original payment request documents sent to the Procurement Card Administrator for compliance no later than the 8th of each month.
10. The Project Manager will mark any invoice that should not be paid and provide explanation.
11. OMB will balance statement and issue all dispute items.
12. OMB will produce summary sheet and send all documentation to Finance for payment.

Pay Estimate does not Equal Pay Request

The City will allow up to 15% of the estimated work not to be completed by the 25th of the month and still approve the pay request. However, the Contractor on the 5th of the following month must indicate the adjustment amount as a credit on a separate invoice included in the estimated pay request.

Over estimates of 15% for three consecutive months will be considered abuse. The Project Manager will be responsible for establishing the correct estimated amounts in the following months.

If there is an act of God or extenuating circumstances that the Contractor has no control over, the Project Manager will approve the overpayment. However, the Contractor on the 5th of the following month must indicate the adjustment amount as a credit on a separate invoice included in the estimated pay request.

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If during the month the Project Manager that the estimated pay request amount cannot be reached by more than 15% and it is due to the performance of the Contractor, a credit must be issued. The Contractor, as soon as possible, and no later than the 1st of the month, will place a credit for the entire amount of work and materials that will not be completed on the procurement account. This credit will be issued on the Visa account for the full amount.

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

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

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 work is fully performed, City will promptly issue a final certificate stating that the work provided for in this Contract has been completed, and that the City's final acceptance of the Contractor's work under the terms and the conditions of the Contract is recommended, and the entire balance due the Contractor, subject to any liquidated damages, if any assessed against the Contractor, will be paid to the Contractor by the City net thirty (30) calendar days after the date of the City's issuance of said final certificate of work completion and acceptance.

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.

The Contractor shall not be paid additional compensation for any loss, and/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, or for any expenses incurred by, or as a consequence of the suspension or discontinuance of the work.

Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by the Project Manager as provided in Section XV.

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

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All invoices and correspondence relative to this Contract must contain the Contract number and the last (four) digits of the Visa account 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 acts, 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 may be obtained 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 sovereign 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, or 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:

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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 the Department of Emergency Management Services, Contract #20110108 for the Construction of the Ravenswood Community Center Project 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 accepted 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 receipt of thirty - (30) days written notice from 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

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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.

The Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value of the amount of the construction contract including any amendments thereto. Contractor's policy shall provide "ALL RISK" Builder's Risk Insurance (extended to include the perils of flood, earthquake, windstorm, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The "ALL RISK" Builder's Risk Insurance must also cover soft costs, including additional advertising/promotional, additional license and permit fees, additional legal/accounting fees, insurance premium for builder's risk coverage form, and architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril.

The policy must include the interest of the City, Contractor and Subcontractor as their interest may appear.

For projects that involve foundations or underground work or renovations over \$250,000.00 the contractor must provide coverage for the total value of the project. The City's policy will not provide coverage for any new construction.

On renovations over \$250,000.00 and all new construction, flood coverage shall be provided by the Contractor on the first floor and below. Coverage for roofing projects shall not require flood coverage. The contractor has the right to purchase coverage or self-insure any exposures not required by these specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

The Contractor is responsible for all deductibles including those for windstorms.

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."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

Performance and Payment 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. The City

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will execute the Contract, however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager. 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 effect until one (1) year after work required has been completed and accepted by the City.

The Payment and Performance Bonds may be an alternate security as per Florida Statutes, Section 255.05 (7). In lieu of the bond the City will accept cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of Chapter 625. The amount of the alternate form of security is \$500,000.00. The City will accept an Irrevocable Letter of Credit backed by a Certificate of Deposit. The City will be made beneficiary of the Irrevocable Letter of Credit and it will remain in effect for the entire length of the contract.

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation will be cause for the annulment of the award.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City Manager or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work³involved in the change.

SECTION XVIII 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 extensions of the Contract Time. Such changes shall be effected by written order and signed by both the Project Manager and the Contractor. The Contractor shall carry out such written orders promptly. Change orders in amounts exceeding \$25,000.00 require City Council approval.

SECTION IX CLEANING UP

The 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 of Contractor's equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

SECTION X COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all local, state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. § 35.151.

Further, the Contractor shall be bound by the terms of FEMA Contract #10HM-88-10-66-02-0213, shall be bound by all applicable state and federal laws and regulations, and the Contractor shall hold the Division and the City harmless against all claims of whatever nature arising out of the Contractor's performance under the FEMA Agreement, to the extent allowed and required by law.

SECTION XI JESSICA LUNSFORD ACT

The Contractor, his subcontractors, vendors and suppliers who are to be permitted access to the Ravenswood Site/IRSC Site shall obtain Level 2 background screening in accordance with Florida Statute FS1012.32 and FS1012.465 – Jessica Lunsford Act.

Level 2 screening excludes personnel working on the Ravenswood property who have criminal records that include sexual offender, sexual misconduct with developmentally disabled or mental health patients, terrorism, murder, kidnapping, lewd, lascivious or indecent acts or exposure, incest, child abuse or neglect.

Persons screened as noted above with other types of criminal history may be allowed on Ravenswood grounds provided under following conditions:

- The Contractor, subcontractors, vendors and suppliers shall be under continuous direct supervision of the Project Manager or Level 2 screened and cleared employee as noted above.
- Persons with current Level 2 clearance who are subsequently arrested for disqualifying offenses shall be disqualified from access the site and shall immediately surrender their Photo ID Badge to their employer who shall be responsible for returning badge to St. Lucie County School District's Department of Human Resources with 48 hours of arrest or notice of arrest or criminal offense.
- Persons failing to notify their employer and St. Lucie County School District's Department of Human Resources with 48 hours of arrest will be charged with 3rd degree felony, punishable by up to five years imprisonment and \$1,000 fine.
- Employers of persons having been arrested for disqualifying offenses who subsequently allows said employee to continue working on the Ravenswood Site/IRSC Site may also be charged with 3rd degree felony, punishable by up to five years imprisonment and \$1,000 fine.

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- Contractor, his subcontractors, vendors and suppliers working on the Ravenswood/IRSC sites shall be fingerprinted and obtain work badges.
- Contractor, his subcontractors, vendors and suppliers have worked and obtained in other school districts must be screened to obtain new badges.
- Questions regarding fingerprinting or identification badge processing may be directed to District Personnel Department at (772) 429-7504.
- Fingerprinting services are provided by private vendor through Florida Dept. of Education. DOE sponsored website will direct individuals to nearest fingerprinting location.
- Cost of fingerprinting is approximately \$81.25 per person and shall be prepaid either by money order to Fingerprinting Services, LLC or by credit card payment via Internet. Website is <http://www.flprints.com>. For information, telephone (877)357-7456.
- After fingerprinting and criminal background check is complete, individuals shall make appointment for photo ID's by making appointments at St. Lucie County School District Personnel Department located at 4204 Okeechobee Road, Ft. Pierce, Florida 34947.
- Appointments for ID photo badges shall be made after completion of fingerprinting with. St. Lucie County School District Personnel Department by phone at (772) 429-7504.
- Cost of Photo ID's is \$6.00. Payment may be made with company check, money order or personal check.

**SECTION XII
CLEANING UP**

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

**SECTION XIII
NOTICE OF PERFORMANCE**

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

**SECTION XIV
DELIVERY DOCUMENTATION**

Not applicable to this Contract.

**SECTION XV
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required work was performed in accordance with the terms and conditions of the Contract Documents, the Project Manager shall conduct inspection as soon as practicable after receipt of the Contractor's of a Notice of Performance. If such inspection shows that the required work performed in accordance with the terms and conditions of the Contract Documents and that the 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

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that the work performed is not satisfactory, or substandard, then the Project Manager shall, as soon as practicable, inform the representatives 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, or fix, within a reasonable time but no longer than thirty (30) 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 XVI ADDITIONAL REQUIREMENTS

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

SECTION XVII 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 XVIII SAFETY PRECAUTIONS

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

SECTION XIX ASSIGNMENT

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

SECTION XX TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as

Construction of the Ravenswood Community Center

provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time 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 two thousand dollars (\$2,000.00) for each calendar day of delay until work is completed. The Contractor and his sureties shall be liable to the City for the amount thereof 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 adverse 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 notify 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. the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, 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 Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder.

SECTION XXI 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 XXII 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

Construction of the Ravenswood Community Center 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 XXIII
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 XXIV
RENEWAL OPTION**

"Not Applicable"

**SECTION XXV
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.

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

CITY OF PORT ST. LUCIE FLORIDA
By: _____
City Manager

ATTEST:
By: _____
City Clerk

By: _____
Authorized Representative of Kast Construction III, LLC

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Construction of the Ravenswood Community Center

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)

Construction of the Ravenswood Community Center

Schedule "A"

ITEM	DESCRIPTION	QTY	Unit of Measure	Total Cost
PART 1				
<u>GENERAL CONDITIONS, SITE WORK & COMMUNITY CENTER</u>				
<u>/GYM</u>				
	INDEMNIFICATION FEE	1	LS	\$10.00
1	01- GENERAL CONDITIONS	1	LS	\$540,534.23
2	02- SITEWORK	1	LS	\$524,044.95
3	FURNISH & INSTALL CONCRETE PAVEMENT- DRIVEWAY / PARKING LOT	1	LS	\$287,063.40
4	03- CONCRETE-COMMUNITY CENTER/GYM	1	LS	\$820,868.10
5	04- MASONRY-COMMUNITY CENTER/GYM	1	LS	\$19,500.00
6	05- METALS-COMMUNITY CENTER/GYM	1	LS	\$24,180.00
7	06- WOOD/PLASTIC-COMMUNITY CENTER/GYM	1	LS	\$49,394.77
8	07- THERMAL / MOISTURE PROT.- COMMUNITY CENTER/GYM	1	LS	\$251,827.88
9	08- DOORS/WINDOW/GLASS-COMMUNITY CENTER/GYM	1	LS	\$91,521.30
10	09- FINISHES-COMMUNITY CENTER/GYM	1	LS	\$273,458.74
11	10- SPECIALTIES-COMMUNITY CENTER/GYM	1	LS	\$26,114.40
12	11- EQUIPMENT-COMMUNITY CENTER/GYM:	1	LS	\$0.00
13	13- SPECIAL CONSTRUCTION-COMMUNITY CENTER/GYM:	1	LS	\$23,100.00
14	15- MECHANICAL-COMMUNITY CENTER/GYM	1	LS	\$537,175.82
15	16- ELECTRICAL-COMMUNITY CENTER/GYM	1	LS	\$441,500.00
16	RAVENSWOOD CENTER / GYM TOTAL PART 1			\$3,910,293.58

PART 2

BREEZEWAY AND IRSC BUILDING

17	03- CONCRETE-CLASSROOM WING IRSC	1	LS	\$153,608.33
18	04- MASONRY-CLASSROOM WING IRSC	1	LS	\$54,066.68
19	05- METALS-CLASSROOM WING IRSC	1	LS	\$97,373.25
20	06- WOOD/PLASTIC-CLASSROOM WING IRSC	1	LS	\$29,576.24
21	07- THERMAL / MOISTURE PROT.- CLASSROOM WING IRSC	1	LS	\$120,946.80
22	08- DOORS/WINDOW/GLASS-CLASSROOM WING IRSC	1	LS	\$54,935.40
23	09- FINISHES-CLASSROOM WING IRSC	1	LS	\$186,435.11
24	10- SPECIALTIES-CLASSROOM WING IRSC	1	LS	\$13,379.93
25	12- FURNISHINGS-CLASSROOM WING IRSC:	1	LS	\$0.00
26	15- MECHANICAL-CLASSROOM WING IRSC	1	LS	\$251,297.13
27	16- ELECTRICAL-CLASSROOM WING IRSC	1	LS	\$137,600.00
				SUBTOTAL
28	TOTAL PART 2 CLASSROOM WING IRSC			\$1,099,218.87
29	GRAND TOTAL PART 1 + PART 2			\$5,009,512.44

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

E-BID #20110108
OPENED: October 20, 2011
TIME: 3:00:00 PM

BID TITLE: Construction of the Ravenswood Community Center Project

The following vendor(s) submitted proposals:

Proposer	Amount
✓ DIAZ FRITZ Isabel	6,436,912.81
✓ PAUL JACQUIN & SONS	5,317,480.00
✓ Urban Bldg Systems	5,221,764.00
✓ Brooks & FREUND	5,728,188.10
✓ Bayview Construction	5,799,309.00
✓ Construction Technology Group	6,273,010.00
✓ Straticon Construction Services	5,498,000.00
✓ J Kokolakis Contracting Inc.	6,943,008.00
✓ DJ Haycock Construction	6,558,989.00
✓ West Construction Inc	5,715,797.00

The following vendor's submitted a "No Bid":
AFCO Contractors, Inc.

✓ Kast Construction - 5,009,512.44
✓ Burke Construction - 6,032,489.56

Number of Companies Notified: 10,501.
Number of Bid Documents Distributed: 127
Number of Bids Received:

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.

E-BID TABULATION REPORT													
RAVENSWOOD PROJECT			A.C. SQ. FT.	CITY BUILDING UNDER AIR : 24,771									
CITY COMMUNITY CENTER & GYM / IRSC BUILDING			A.C. SQ. FT.	IRSC BUILDING UNDER AIR: 10,981									
420 & 450 SW RAVENSWOOD LN													
PORT ST. LUCIE, FL 34983													
OPENED: OCTOBER 20, 2011 - 3:00:00 PM													
						NON-RESPONSIVE		NON-RESPONSIVE					
				KAST CONSTRUCTION		BROOKS & FREUND		BAYVIEW CONSTRUCTION		DJ HAYCOOK CONSTRUCTION		DIAZ FRITZ ISABEL	
ITEM	DESCRIPTION	QTY	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
PART 1													
GENERAL CONDITIONS, SITE WORK & COMMUNITY CENTER / GYM													
	INDEMNIFICATION FEE	1	LS	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
1	01- GENERAL CONDITIONS	1	LS	\$540,534.23	\$540,534.23	\$355,902.00	\$355,902.00	\$681,421.00	\$681,421.00	\$722,270.00	\$722,270.00	\$682,039.40	\$682,039.40
2	02- SITEWORK	1	LS	\$524,044.95	\$524,044.95	\$614,213.76	\$614,213.76	\$503,136.00	\$503,136.00	\$657,305.00	\$657,305.00	\$605,403.37	\$605,403.37
3	FURNISH & INSTALL CONCRETE PAVEMENT- DRIVEWAY / PARKING LOT	1	LS	\$287,063.40	\$287,063.40	\$250,000.00	\$250,000.00	\$187,631.00	\$187,631.00	\$200,118.00	\$200,118.00	\$251,421.00	\$251,421.00
4	03- CONCRETE-COMMUNITY CENTER/GYM	1	LS	\$820,868.10	\$820,868.10	\$1,100,975.60	\$1,100,975.60	\$1,144,979.00	\$1,144,979.00	\$1,708,822.00	\$1,708,822.00	\$1,675,287.65	\$1,675,287.65
5	04- MASONRY-COMMUNITY CENTER/GYM	1	LS	\$19,500.00	\$19,500.00	\$60,000.00	\$60,000.00	\$32,121.00	\$32,121.00	\$31,810.00	\$31,810.00	\$54,742.47	\$54,742.47
6	05- METALS-COMMUNITY CENTER/GYM	1	LS	\$24,180.00	\$24,180.00	\$23,192.80	\$23,192.80	\$24,700.00	\$24,700.00	\$92,985.00	\$92,985.00	\$69,027.56	\$69,027.56
7	06- WOOD/PLASTIC-COMMUNITY CENTER/GYM	1	LS	\$49,394.77	\$49,394.77	\$60,925.62	\$60,925.62	\$41,375.00	\$41,375.00	\$51,087.00	\$51,087.00	\$62,204.71	\$62,204.71
8	07- THERMAL / MOISTURE PROT.- COMMUNITY CENTER/GYM	1	LS	\$251,827.88	\$251,827.88	\$291,081.30	\$291,081.30	\$308,701.00	\$308,701.00	\$249,670.00	\$249,670.00	\$361,626.05	\$361,626.05
9	08- DOORS/WINDOW/GLASS-COMMUNITY CENTER/GYM	1	LS	\$91,521.30	\$91,521.30	\$121,729.34	\$121,729.34	\$161,451.00	\$161,451.00	\$95,733.00	\$95,733.00	\$145,761.78	\$145,761.78
10	09- FINISHES-COMMUNITY CENTER/GYM	1	LS	\$273,458.74	\$273,458.74	\$366,937.02	\$366,937.02	\$340,355.00	\$340,355.00	\$376,054.00	\$376,054.00	\$453,929.62	\$453,929.62
11	10- SPECIALTIES-COMMUNITY CENTER/GYM	1	LS	\$26,114.40	\$26,114.40	\$30,296.92	\$30,296.92	\$25,026.00	\$25,026.00	\$36,001.00	\$36,001.00	\$39,770.90	\$39,770.90
12	11- EQUIPMENT-COMMUNITY CENTER/GYM:	1	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$40,440.00	\$40,440.00	\$39,727.00	\$39,727.00	\$20,615.00	\$20,615.00
13	13- SPECIAL CONSTRUCTION-COMMUNITY CENTER/GYM:	1	LS	\$23,100.00	\$23,100.00	\$30,997.58	\$30,997.58	\$0.00	\$0.00	\$28,665.00	\$28,665.00	\$0.00	\$0.00
14	15- MECHANICAL-COMMUNITY CENTER/GYM	1	LS	\$537,175.82	\$537,175.82	\$571,529.74	\$571,529.74	\$609,592.00	\$609,592.00	\$605,500.00	\$605,500.00	\$665,637.76	\$665,637.76
15	16- ELECTRICAL-COMMUNITY CENTER/GYM	1	LS	\$441,500.00	\$441,500.00	\$558,324.26	\$558,324.26	\$498,450.00	\$498,450.00	\$482,000.00	\$482,000.00	\$544,064.70	\$544,064.70
16	RAVENSWOOD CENTER / GYM TOTAL PART 1				\$3,910,293.58		\$4,436,115.94		\$4,599,388.00		\$5,377,757.00		\$5,631,541.97

PART 2														
BREEZEWAY AND IRSC BUILDING														
17	03- CONCRETE-CLASSROOM WING IRSC	1	LS	\$153,608.33	\$153,608.33	\$132,000.00	\$132,000.00	\$75,150.00	\$75,150.00	\$69,515.00	\$69,515.00	\$118,047.35	\$118,047.35	
18	04- MASONRY-CLASSROOM WING IRSC	1	LS	\$54,066.68	\$54,066.68	\$86,651.50	\$86,651.50	\$74,396.00	\$74,396.00	\$55,453.00	\$55,453.00	\$37,109.08	\$37,109.08	
19	05- METALS-CLASSROOM WING IRSC	1	LS	\$97,373.25	\$97,373.25	\$115,084.20	\$115,084.20	\$130,000.00	\$130,000.00	\$131,350.00	\$131,350.00	\$56,622.44	\$56,622.44	
20	06- WOOD/PLASTIC-CLASSROOM WING IRSC	1	LS	\$29,576.24	\$29,576.24	\$48,977.30	\$48,977.30	\$33,143.00	\$33,143.00	\$42,424.00	\$42,424.00	\$34,184.96	\$34,184.96	
21	07- THERMAL / MOISTURE PROT.- CLASSROOM WING IRSC	1	LS	\$120,946.80	\$120,946.80	\$150,962.02	\$150,962.02	\$142,157.00	\$142,157.00	\$161,335.00	\$161,335.00	\$23,185.95	\$23,185.95	
22	08- DOORS/WINDOW/GLASS-CLASSROOM WING IRSC	1	LS	\$54,935.40	\$54,935.40	\$58,181.28	\$58,181.28	\$76,323.00	\$76,323.00	\$55,850.00	\$55,850.00	\$41,161.22	\$41,161.22	
23	09- FINISHES-CLASSROOM WING IRSC	1	LS	\$186,435.11	\$186,435.11	\$220,196.98	\$220,196.98	\$222,668.00	\$222,668.00	\$216,554.00	\$216,554.00	\$150,194.18	\$150,194.18	
24	10- SPECIALTIES-CLASSROOM WING IRSC	1	LS	\$13,379.93	\$13,379.93	\$12,952.14	\$12,952.14	\$18,562.00	\$18,562.00	\$12,201.00	\$12,201.00	\$8,856.10	\$8,856.10	
25	12- FURNISHINGS-CLASSROOM WING IRSC:	1	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
26	15- MECHANICAL-CLASSROOM WING IRSC	1	LS	\$251,297.13	\$251,297.13	\$269,558.00	\$269,558.00	\$246,647.00	\$246,647.00	\$275,950.00	\$275,950.00	\$171,074.24	\$171,074.24	
27	16- ELECTRICAL-CLASSROOM WING IRSC	1	LS	\$137,600.00	\$137,600.00	\$197,508.74	\$197,508.74	\$180,875.00	\$180,875.00	\$160,600.00	\$160,600.00	\$164,935.30	\$164,935.30	
	SUBTOTAL													
28	TOTAL PART 2 CLASSROOM WING IRSC				\$1,099,218.87		\$1,292,072.16		\$1,199,921.00		\$1,181,232.00		\$805,370.84	
29	GRAND TOTAL PART 1 + PART 2				\$5,009,512.44		\$5,728,188.10		\$5,799,309.00		\$6,558,989.00		\$6,436,912.81	
PART 3 / ALTERNATIVE # 1 (ADDITIVE/DEDUCTIVE)														
02- SITEWORK- COMMUNITY CENTER/GYM ALT #1														
30	FURNISH AND INSTALL ASPHALT PAVEMENT - DRIVEWAY / PARKING LOT (ADD. / DEDUCT.)	1	LS	\$27,118.71	\$27,118.71	-\$50,000.00	-\$50,000.00	\$26,367.00	\$26,367.00	-\$500.00	-\$500.00	-\$20,000.00	-\$20,000.00	
31	TOTAL PART 3 ALTERNATIVE #1 ASPHALT DRIVE / PARKING				\$27,118.71		-\$50,000.00		\$26,367.00		-\$500.00		-\$20,000.00	
						KAST CONSTR.		BROOKS & FREUND		BAYVIEW CONSTR		DJ HAYCOOK CONSTR		DIAZ FRITZ ISABEL
1	Number of calendar days for construction.				365 days		480 days		Not listed		470 days		11/24/2012. Balance by 2/28/2013	
2	Acknowledged all Addenda.				Yes		Yes		Yes		Yes		Yes	
3	Submitted all required Federal forms.				Yes		Yes		Yes		Yes		No	
4	Submitted Contractor's Questionnaire w/subcontractors listed & proper Lobbying forms.				Yes		Yes		Yes		Yes		Yes	
5	How many years has the organization been in business.				7 yrs		11 yrs		32 yrs		17 yrs		26 yrs	
6	Copy of current Insurance Certificates.				Yes		Yes		Yes		Yes		Yes	
7	Provided Reference Check forms.				Yes		Yes		Yes		Yes		Yes	
8	Submitted all licenses and certifications to perform the Work.				Yes		Yes		Yes		Yes		Yes	
9	Reviewed and accepted the City's terms and conditions.				Yes		Yes		Yes		Yes		Yes	
10	Submitted the original 5% Bid Bond within 3 business of the opening.				Yes		Yes		Copy of check / no original		Copy / no original		Yes	
11	Accepts Visa and how much is the discount.				Yes - 0%		No		Not listed		No		No	
12	Any judgments from lawsuits in the last five (5) years. Listed all lawsuits pending or completed involving the corporation, partnership, or individuals w/more than 10% interest.				None		Listed		Listed		None		No	
13					Listed		Listed		None		Listed		Listed	

14	Proposer or any of its principals ever declared bankrupt or reorganized under Chapter 11 or out into receivership.	No		No	No	No	No	No
15	Any criminal violations of the Propser or any of its principals.	No		No	No	No	No	No
16	Bonding capacity.	\$60 mil		\$75 mil	\$15 mil	\$35 mil		\$50 mil
	STATEMENT OF NO BID:							
	AFCO Contractors, Inc.		NON-RESPONSIVE BIDDERS:					
			Bayview Construction					
			D.J. Haycook Construction					
			Straticon Construction					

E-Bid Opening
E-BID #20110108
Construction of the Ravenswood Community Center
October 20, 2011 @ 3:00:00 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSL-OMB	rholder@cityofpsl.com	T 772-871-5023
2.	Steve Torres	CSD	cent@c@bellsouth.net	F 772-871-7337 T 772-879-2440
3.	GARY SPEERS	J. KOKOLAKIS CONTRACTING	GSPEERS@JHOKOLAKIS.COM	F 879-4110 T 727-942-2211
4.	KEVIN HEMPEL	PSC	KHEMPEL@CITYOFPSL.COM	F T (772) 878-5078
5.	SCOTT KRAUM	PJSI	SCOTT.KRAUM@PJSI.COM	T 772 465 2475 F 466 2806
6.	Jane Cholmuskay	Urban Bldg System	bids@ubpsi.org	T 772-286-6037 F 772-288-3444
7.	Doreen Langford	" "	↓	T ↓ F ↓
8.			↓	T ↓

E-Bid Opening
E-BID #20110108

Construction of the Ravenswood Community Center
October 20, 2011 @ 3:00:00 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
9.	John Ambrose	Supranos Systems	jambrose@supranos.usa.com	F 561-2397-2672
10.	HERNAN SOTO	City of PSL	hso to@cityofpsl.com	T 772-370-5272
11.	Dave De May	Kast	ddemaye.kast@build.com	T 561-689-2910
12.	Grant Shultsberg	Shultsberg	grant.shultsberg@shultsberg.com	T 269-993-6241
	Bill Anderson	C&T	shultsberg.com	F

6-shultsberg@ctc.com 464-3687

E-Bid Opening
E-BID #20110108
Construction of the Ravenswood Community Center
October 20, 2011 @ 3:00:00 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
13.	Auna Jolly	City of PSL		T -
14.				F
15.				T
16.				F
17.				T
18.				F
19.				T
				F

AGENDA

Pre-Bid Conference E-Bid #20110108 Construction of the Ravenswood Community Center Project September 20, 2011 at 2:00 pm

This meeting is being recorded. Please state name and firm before answering questions. Thank you.

1. Sign-In Sheet
2. Introduction of key personnel
3. The project consists of 2 buildings, a Community Center with a Gymnasium and a Classroom Wing for IRSC. The Community Center is designed to withstand 200 mph wind speed and meet the guidelines of FEMA 361 so that the building can be used as a pet friendly shelter during a hurricane or other storm events.

3. **Reminder:** Bid opening date is October 13, 2011 at 3:00 pm

All Bids are to be submitted electronically. No hard copies will be accepted.

No Bid will be accepted after that date and time.

4. Review of Specifications requirements:
 - 5% Bid bond is required. This is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 3 days after the opening, the bid will be null & void.
 - Last date for questions is October 5, 2011. All questions must be submitted in writing to Robyn Holder at rholder@cityofpsl.com.
 - Refer to Section 1.9 on Page 6 of 71 for the e-bid submittal requirements.
 - This project has some FEMA funding involved so there are specific requirements involved, such as the Contractor must comply with the Davis-Bacon Wage Decision Act. If you have any questions regarding this requirement, please refer to Attachment C.

The bid reply is an electronic spread sheet that is already formatted with formulas. Please submit on the electronic bid sheet only. Hand written sheets should not be submitted.

An Addendum will be issued after this meeting with all the questions and comments listed.

5. Turn over to: Kevin Hempel from the City's Construction Division.
6. Additional questions from Prospective Bidders. Please state you name and the company you represent.
7. Adjourn

Pre-Bid Conference
 E-BID #20110108
 Construction of the Ravenswood Community Center
 September 20, 2011 @ 2:00 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSC - OMB	rholder@Cityofpsl.com	T 772-871-5223
2.	CHRIS CURTIS	BURKE CONSTRUCTION	ccurtis@bcgconstruction.net	F 772-871-7337 T 305 468 6604 F 305 468 6654
3.	Dan Zallack	Ardaman & Associates	d2zallack@ardaman.com	T 772-878-0072 F 772-878-0097
4.	Matt Aiello	GERELCOM INC	maiello@gerecom.com	T 772-340-5998 F 772-340-3666
5.	Rob Mollet	Bayview Construction	rmollet@bayviewconstruction.com	T 772-283-9300 F 772-283-1789
6.	Gina Dilly	City of PSC		T 772-871-5223 F
7.	MIKE BRECKENRIDGE	GATES-BUTZ	MBRECKENRIDGE@GATESINC.COM	T 239-593-3777 F 239-449-3319
8.				T

Pre-Bid Conference
 E-BID #20110108
 Construction of the Ravenswood Community Center
 September 20, 2011 @ 2:00 pm

Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
DAVID MORAN	SEATECH, FNC	DAVIDM@SEATECH.CC	F 305-872-0888 305 872-8898
9. WAYNE WILLE	JMW Construction Corp.	jmw-cc@bellsouth.net	T 561-752-0480 561.
10. Michael Jacquin	Jacquin & Sons, Inc.	Michael.Jacquin@Pjsi.com	F 561-752-0481 T 172 465-2425
11. SAM BRINK	R L Spaulding	SAM SAMYJAY48@AOL.COM	T 772 283-4603
12. Myles O'Meara SAVO MEARA	Fastrac Electric Corp Jacquin & Sons	momeara@fastracelectric.com Jacquin & Sons	T 561 743 8055 F 561 743 8043

Pre-Bid Conference
 E-BID #20110108
 Construction of the Ravenswood Community Center
 September 20, 2011 @ 2:00 pm

	Name (Please <u>PRINT</u> legibly)	Company Name	E-Mail Address	Telephone # & FAX #
13.	Jared Modine Michael Waldrop	Jaquin & Sons Inc.	Jared.Modine@PJSI.com Michael.waldrop@PJSI.com	T 772-465-2475 F 772-466-2806
14.	HERNAN SOTO	CITY OF PSL	hsoto@cityofpsl.com	T 772-370-5272 F
15.	KETH BRAUN	MARY MAX CLEANING SERVICE	MARY MAX CLEANING @ BELL SOUTH.NET	T 772-466-4523 F 772-466-3783
16.	Mike Peterson	Kamm Consulting	MPeterson@KammConsulting.com	T 772-595-1744 F
17.				T
18.				F T F T
19.				F T F T F

Pre-Bid Conference
 E-BID #20110108
 Construction of the Ravenswood Community Center
 September 20, 2011 @ 2:00 pm

Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1. Ron Locklear	CONSTRUCTION TECHNOLOGY GROUP	FL@CTG-INC.COM	T (813) 752-2959 F (813) 757-6186
2. Steve Hines	MVP CONTRACTORS INC.	SHINESMVP@AOL.COM	T 954-974-3272
3. Kait Owens	Blackstreet Enterprises	KOOWENS@Blackstreet-enterprises.com	T 954-974-3262 F 407-388-5820 866-484-938
4. JOHN F. STILL	EVOLA	JOHN.STILL@EVOLACONSTRUCTION.COM	T 850-596-0479 F 850-639-1997
5. Peter Sabel	Value Added Group	P5@valueaddedgroup.com	T 772-468-2100 F 772-468-0285
6. TERRY DONATHAN	MANHATTAN KRAFT	tdonathan@MANHATTAN-KRAFT.COM	T 813-675-1960 F 813 675-1968
7. Simon Werbelow	Fortune Construction	jwe@belowsfortuneconstructioncompany.com	T 305-216-5033 F
8.			T

Pre-Bid Conference
 E-BID #20110108
 Construction of the Ravenswood Community Center
 September 20, 2011 @ 2:00 pm

	Name (Please <u>PRINT</u> legibly)	Company Name	E-Mail Address	Telephone # & FAX #
				F
9.	TIM RINK	GAF MATERIALS CORP.	trink@gaf.com	T 941-504-4063
10.				F 941-921-2903
				T
				F
11.				T
				F
12.				T
				F

Pre-Bid Conference
 E-BID #20110108
 Construction of the Ravenswood Community Center
 September 20, 2011 @ 2:00 pm

	Name (Please <u>PRINT</u> legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	John Nelson	Diaz Fritz Isabel, LLC	jnelson@diazfritz.com	T 813-254-6072x46 F 813-979-9188
2.	Tom Kosier	KAUFMAN LYNN CONSTRUCTION, INC URBAN BUDG SYSTEMS	TKOSIEE@KAUFMANLYNN.COM	T 501-561-6700 F 501-361-6977
3.	RICK BELL		MIKEUBS1.ORG	T 772-286-6034 F 772-286-3446
4.	Mike Brooks	Brooks + Freund, LLC	mike@brookrand-freund.com	F T 239-939-5251 F 239-939-5117
5.	Gregory Bopp	S. Kokolakis Contracting, Inc.	gbopp@skokolakis.com	T 727-942-2211 F 727-937-5708
6.	Tim Saunders	Doug Wilson Enterprises, Inc.	tsaunders@edwenet.com	T 321-783-0903 F 321-783-7941
7.	KEVIN HAMPL	PSC	KHEMPAL@CITYOFFSC.COM	T 772-873-5071 F
8.				T

Pre-Bid Conference
 E-BID #20110108
 Construction of the Ravenswood Community Center
 September 20, 2011 @ 2:00 pm

Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
9.	CHARLES K. ANDREWS	Tecta America So. FL. SWEISS@TECTAAMERICA.COM	F T 954 419-9339
10.	ROGER LOVEJOY	SISCA CONSTRUCTION SERVICES LLC estimating@siscaconstruction.com	F 954 419-9337 T 501-686-5545
11.	Sean Bowers	Straticon Construction Services sean.bowers@straticon.com	F 501-686-5459 T 772-204-5086
12.	Dave DeMay	Kast Construction ddemaye@kastbuild.com	F T 561-689-2910 F 561-689-2911

Pre-Bid Conference
 E-BID #20110108
 Construction of the Ravenswood Community Center
 September 20, 2011 @ 2:00 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
13.	AL CANALES	WEST CONSTRUCTION	acanales@westconstructioninc.net	T (561) 588-2027 F (561) 582-9419
14.	BILL ARMESECKE	C/A / Eng	barmecke@ct-engineer.com	T 464-3537 F
15.	Trent Alexander	PBS Rentals	Trent.Alexander@trin.net	T 954-963 1235 F 954 462-6002
16.	Melissa Lunsford	City of PSL omb		T 871-5223 F
17.	Bernard (Teddy) Brown	Bern Site Elect. Co	Teddy Brown 100 AOL.com	T 772 344 974 F 772 344 1976
18.	Steve Torres	Certified Building Contractors, Inc	certbc@bellsouth.net	T 772-879-2440 F
19.				T F

NOTICE

E-Bid #20110108

Construction of the Ravenswood Community Center Project

Opened: October 20, 2011 at 3:00:00 pm

The City is currently faxing out all the references that were submitted with each proposal. You are strongly encouraged to contact the references you provided to ensure they respond in a timely manner.

We are working diligently on reviewing all the submittals. Twelve (12) responses were received. The City will post the tabulation report as soon as we have completed our review of each proposal, or thirty (30) calendar days from the date of the opening. If, at the end of the thirty (30) calendar days the City has not completed this task, all bid documents become public record. Your patience is appreciated.

Thank you for your cooperation.



CITY OF PORT ST. LUCIE

**SEALED ELECTRONIC BID #20110108
(E-BID)**

**CONSTRUCTION OF THE
RAVENSWOOD COMMUNITY CENTER PROJECT**

Prepared By:
Robyn Holder, CPPB
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4293
Email: rholder@cityofpsl.com

INVITATION TO E-BID

Sealed Electronic Bid #20110108 (E-Bid) for the Construction of the Ravenswood Community Center Project will be received by the Office of Management and Budget of the City of Port St. Lucie no later than **3:00:00 p.m. on October 13, 2011**. Specifications are attached.

All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids uploaded to Demandstar.com after the time specified be accepted or considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded on or before the closing date and time. The City shall in no way be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2003. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are e-bidding for the first time are strongly encouraged to contact Demandstar at (800) 771-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com.

A Pre-Bid Conference for all Bidders will be held in the City Council Chambers located at City Hall Complex, Building A, 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984, on **September 20, 2011 at 2:00 pm**. At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed. Attendance is strongly encouraged as this will be the only forum to ask questions and seek clarification.

All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be accepted or considered. It is the sole responsibility of the Bidder to ensure that his or her bid reaches the Office of Management and Budget on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. No exceptions will be made.

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of five percent (5%) of the bid total, made payable to the City of Port St. Lucie. This must be uploaded at time of submittal and then mailed immediately after opening. The original Bid Bond **MUST** be received within three (3) business days after the opening or the bid will not be considered. Thus showing evidence that a bid bond was obtained. Contractors will send the Bond to the City via regular mail immediately after the opening date.

Bidder(s) are hereby notified that the City will **not** be submitting a bid for this project.

The City of Port St. Lucie reserves the right to reject any and all bids, to waive any and all informalities or irregularities, and to accept with his bid, a bid bond, or bid guaranty, in the amount of five percent (5%) of the bid total, made payable to the City of Port St. Lucie.

Bid Documents required for this project include the following:

- Sealed Bid Documents – Pages 1 - 71.
- E-Bid Reply Excel Spreadsheet – Pages 1 - 2.
- Attachment A - Project Manual consisting of Pages 1 – 977.

Construction of the Ravenswood Community Center Project

- Attachment B - Construction Plans consisting of Pages 1 – 134 dated 7/11/2011.
- Attachment C - Fact Sheet #66 – The Davis-Bacon and Related Acts, pages 1 -2.
- Attachment D - Qualified Products List – Pages 1 - 3.
- Attachment E – Stormwater Pollution Prevention Plan & SFWMD Permit.
- Appendix A – PSLUSD Standards (website).

Robyn Holder, CPPB
Contract Specialist

CAUTION

Bidders should take caution if United States mail or mail delivery services are utilized for the submission of Bid Bonds. Internal mail distribution in City Hall frequently does not occur prior to 2:00 pm. It is suggested that you mail your Bi Bond in adequate time to assure that it will arrive within three (3) business days after the opening.

SPECIFICATIONS

E-BID #20110108

Construction of the Ravenswood Community Center

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified General Contractors licensed in the State of Florida experienced in commercial construction to construct a new Ravenswood Community Center/Gymnasium and a new Indian River State College (IRSC) classroom building with detached Breezeway. The Community Center building is designed to meet 200 mph wind speed and meet the guidelines of FEMA 361 so that the building can be used as a pet friendly shelter during a hurricane or other storm events as deemed necessary. The IRSC building and all parking surfaces will be demolished by others. The project site is approximately 4.9 +/- acres and will be built in two (2) phases. The project's anticipated start date is as soon as possible and must be completed no later than November of 2012. The City's proposed budget for this project is \$5,700,000.00. The City's construction division will **not** be bidding on this project. This is a lump sum Contract and change orders will not be approved unless the City changes the scope of work.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

INTENT

It is the intent of the City to procure the services of a licensed General Contractor experienced in construction of a similar type project. The Community Center and Gymnasium will be 25,849 square feet and the IRSC classroom building will be 11,304 square feet with an attached breezeway. The project is designed as a FEMA Tornado Resistant structure. The project also includes FEMA Grant 404 and 406 reporting requirements. The buildings are designed for a concrete roof system, concrete roof shoring, a CEOC room with its own shower and toilet room, a City server room with additional mechanical and electrical systems, a concrete parking lot design and an alternative asphalt parking design, a signed/sealed fire sprinkler system and a fire alarm plan. The security system and cameras are not included in this Bid.

1. GENERAL REQUIREMENTS

1.1 Invitation to E-Bid - All requirements contained in the Invitation to E-Bid are hereby incorporated in this specification.

1.2 Cost of Preparation of Bid - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

1.3 Examination of Drawings and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the 120 days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform this project with the bid reply. References from five (5) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the Bid Reply Sheet. The City of Port St. Lucie shall not be used as one of the references. References are subject to verification by the City and will be utilized as part of the award process. Performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days, *if requested*.

1.6 Award of Contract – The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- ◆ Have sufficient financial resources to complete the order.
- ◆ Can meet quoted delivery considering all other business commitments.
- ◆ Has a satisfactory record of performance.
- ◆ Has adequate staffing to fulfill requirements.
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- ◆ Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- ◆ Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement.
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations.
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction.
- ◆ The skill and experience demonstrated by the bidder in performing contracts of a similar nature.
- ◆ The Bidder's past performance with City.
- ◆ Has met all requirements of the solicitation (delivery, quality and price).
- ◆ Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- ◆ Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- ◆ Price: The element of price is but one of the criteria elements. When considering a proposal: Evaluate the pricing offered by the Bidder; consider lifecycle costing, and depreciation.

Construction of the Ravenswood Community Center Project

- ◆ Determine what proposal provides the best value to the City based on Part 1 + Part 2 + Insurance & Bonds Grand Total.
- ◆ City Ordinance 35.12 Local Preference will not apply.

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date Bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

1.7 Variances to Specifications - Bidders must indicate any variances to the Specifications.

Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

1.8 OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

1.9 Submittal of Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20110108 should be typed or printed and signed in black ink. The individual signing the bid must initial all changes. All submittals are required to be electronic. No hard copies will be accepted.

- A. Request Bid Specifications, #20110108 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com
- B. Download the E-Bid Reply Excel Spreadsheet and save to your hard drive, program is in Excel Office 2003 Professional. Enter unit prices on the E-Bid Reply Excel Spreadsheet and save. The form will automatically total the unit prices. Hand written replies will not be accepted.
- C. Complete company information on E-Bid Reply Sheet #20110108.
- D. Enter total price on E-Bid Reply Sheet #20110108. Totals shall agree with the E-Bid Reply Excel Spreadsheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20110108 uploaded on Demandstar will be resolved in favor of the E-Bid Reply Sheet #20110108.
- E. Electronically sign the E-Bid Reply Sheet #20110108 where indicated.
- F. Upload and submit the E-Bid Reply Sheet #20110108, E-Bid Reply Excel Spreadsheet, Contractor's Questionnaire, Non-Collusion Affidavit of Prime Bidder, Buy America Certificate of Compliance, Certification Regarding Lobbying, Certification Regarding Debarment, Contractor Verification Form, Trench Safety Act Compliance form, 5% Bid Bond (**MUST** be received within 3 days after the opening or your bid will not be considered), Five (5) completed Reference Check Forms (top portion only), Insurance Certificate(s), Drug Free Workplace Form, W-9 Form and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20110108.

- G. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

**** Only electronic replies are required. No hard copies will be accepted.**

1.9.1 Right to Reject -The City reserves the right to waive irregularities, reject and/or accept any and all bids, in whole or in part, to solicit and re-advertise for new bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

1.9.2 Timeliness of Submittal - All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids uploaded after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to Demandstar.com on or before the closing date and time. The City shall in no way be responsible for delays caused by power outages or internet failures.

1.9.3 Bid Opening Extension – The City reserves the right to extend the bid opening date when no responses or only one (1) response is received.

1.9.4 Checklist - Bidders are requested to return the attached Checklist that is contained in the bid package with the Bid Reply Sheet.

1.10 Shipping Terms - Bidders shall quote F.O.B. Destination.

1.11 Payment Terms - Invoices shall be submitted once a month, by the 10th of the month and payments shall be made net thirty - (30) days from receipt of an acceptable invoice, unless Contractor has chosen to use the Purchasing Card. Cash discounts for using the Purchasing Card will be considered when evaluating bids. Retainage will be held as per Florida Statutes Section 218.735 8(a)-(b) of ten percent (10%) on each invoice submitted. The City will make payment unless the City feels there are grounds for withholding the payment of Retainage. If the City makes payment of the Retainage to the Contractor then the Contractor shall timely remit payment of such Retainage to all subcontractors and suppliers attributable to the labor, services or material supplied. All remaining retained amounts will be released to the Contractor Net 30 days after final completion of work and the City's acceptance of project. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

PLEASE NOTE

The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume 0% discount applies.

Bidders are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or Contract price shall be governed by the net 30 ARI.

1.12 Execution of Contract or Purchase Order - The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. No Contract shall be considered binding upon the City until all parties have properly executed it and a purchase order or Visa order form has been issued.

NOTE: The Bidder will be required to accept the terms and conditions of the City's Contract as provided in this proposal. Read the insurance requirements carefully. If Bidder cannot accept these terms and conditions do not submit a bid.

1.13 Failure to Execute Contract – Failure on the part of the Bidder to execute the Contract as required may be justification for the annulment of the award.

1.14 Subcontracting or Assigning of the Contract – The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet.

1.15 Time of Award - The City reserves the right to hold bid guarantees for a period not to exceed one hundred twenty (120) days after the date of the bid opening stated in the Invitation to Bid before making award.

1.16 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.16.1 Discrimination – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.17 Miscellaneous Testing – The Bidder(s) must agree to reimburse the City for any expenditures incurred by the City in the process of testing products supplied by the Bidder if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor

Construction of the Ravenswood Community Center Project

and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Bidder from other remedies.

1.18 City's Public Relations Image – The Bidder's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Bidder involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

1.19 Patent Fees, Royalties, and Licenses – If the Bidder requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Bidder and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Bidder shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

1.20 Tie Bid Statement - Identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

1.21 Cooperative Purchasing Agreement - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Bidders may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.

1.22 Material Safety Data Sheets – The Bidder shall provide MSDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All MSDS's shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the bidder in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Bidder shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds/mixtures used in the execution of the contract.

1.23 Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes and any other PPE as necessary for the work.

1.24 Florida Produced Lumber – The Bidder agrees to comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

1.25 Permits – The Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

1.25.1 The selected Bidder shall be required to complete a **W-9 Taxpayer Identification Form** provided with the City's contract and return it with the contract and insurance documents.

1.26 Familiarity with Laws – The Bidder is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility. Bidder will submit all proposals in compliance with the 28 C.F.R. § 35.151.

1.27 Damage to Property – The Bidder shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Bidder, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Bidder, and at the Bidders expense. The Bidder's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Mark Maintenance Center
(301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
(772) 871-5175

2. SPECIAL REQUIREMENTS

2.1 Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed notwithstanding any representation to the contrary.

2.2 Warranty and Guarantee - All products furnished by the Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than 365 days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

2.2.1 Repair or Replacement - Should any defect appear during this period, the Bidder(s) shall, at their expense, have repaired or replaced such item upon receipt of written notice from the City

Construction of the Ravenswood Community Center Project

of said defect. Said repair or replacement must be accomplished within seven (7) days after receipt of notification from the City of the defect.

2.2.2 Warranty Documents – Three (3) sets of hard copy and one (1) set of electronic manufacturer's warranties must be provided by the Bidder(s) to the City prior to final payment.

2.3 Samples - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made within 30 days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Office of Management and Budget.

2.4 Safety Precautions - The Bidder shall erect and maintain all necessary safeguards for the protection of the Bidder's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Bidder's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Bidder.

2.5 Discrepancies - If, in the course of performing work resulting from an award under this specification, the Bidder finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Bidder shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The Bidder shall thereafter proceed as authorized by the Contract Supervisor who will document any modification to these specifications that he authorized in writing as soon as possible.

2.6 Suspension of Work - The City may at any time suspend work on the entire job or any part thereof by giving three (3) calendar days written notice, signed by the Contract Supervisor, to the Bidder. The Bidder shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Contract Supervisor, is issued to the Bidder.

2.7 Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Bidder, or his designee, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, the Bidder shall promptly give to the Project Supervisor written notice of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the Project Supervisor a written authorization signed by the Project Supervisor covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Bidder.

The selected Bidder will be responsible for securing the project site in the event of a hurricane or other declared storm event.

2.8 Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years. This requirement does not apply to named brands required in this bid specification.

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2.9 Deductions - In the event the City deems it expedient to perform work which has not been done by the Bidder as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Bidder as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Bidder and/or deducted from payments due to the Bidder. Deductions thus made will not excuse the Bidder from other penalties and conditions contained in the Contract.

3. SPECIFIC REQUIREMENTS

3.1 Pre-Bid Conference - A pre-bid conference for all Bidders will be held in the City Council Chambers located in Building A , City Hall Complex, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984 at **2:00 p.m. on September 20, 2011**, at this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed. This is not a mandatory meeting.

3.2 Location of Project:

- Ravenswood Community Center/Gymnasium is located at 420 SW Ravenswood Lane, Port St. Lucie, FL 34983.
- IRSC Classroom Wing is located at 450 SW Ravenswood Lane, Port St. Lucie, FL 34983.

3.3 Contractor's Questionnaire – Bidders are required to complete the Contractor's Questionnaire and submit completed questionnaire with their bid package.

3.4 Sub-Contractors – Bidders shall list all sub-contractors they intend to use on the Contractor's Questionnaire. The City reserves the right to reject the successful Bidder's selection of sub-contractors. All subcontractors will be required to submit the Standard Form LLL "Disclosure Form to Report Lobbying". The sub-contractors will also be required to provide a written statement to disclose if they are a minority vendor, as defined in Section 288.703, Florida Statutes.

3.5 Description – The Project will be built in two (2) phases with demolition occurring in the last phase. The second phase will not start until the new IRSC is operating in their new building. The Project site is approximately 4.9 acres. The City building will consist of 25,849 square feet and the IRSC building will consist of 11,304 square feet with a detached Breezeway. The Project is designed as a FEMA Tornado Resistant structure. The Project includes FEMA 404 and 406 Grant reporting requirements. The selected Bidder will be responsible for the quarterly and closeout reports.

The City building will include a the Community Center with a Gymnasium, CEOC room with its own shower and toilet room, a City server room with additional mechanical and electrical systems, a concrete parking lot and an alternative asphalt parking design, a signed/sealed fire sprinkler system and a fire alarm plan. The racquetball courts are to be repaired during Phase I. This building will also serve as a pet friendly shelter during hurricanes or other declared storm events and meet guidelines of FEMA 361.

The IRSC Classroom Wing and Breezeway will be part of the first phase. Phase II will consist of demolishing the existing IRSC Building and completing the parking lot and site improvements.

3.6 As-Builts – The Bidder(s) must provide three (3) hard copies and one (1) electronic set of all as-built drawings to the City prior to final payment.

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3.7 Wage Schedule for Contractors: Davis Bacon Requirement: Wage schedule/rates as of ten (10) days prior to contract execution shall prevail. Below is current wage decision as of writing of this Bid.

Davis Bacon Wage Rate Provision

GENERAL DECISION: FL20100139 01/21/2011 FL139

Date: January 21, 2011

General Decision Number: FL20100139 01/21/2011

Superseded General Decision Number: FL20080139

State: Florida

Construction Type: Building

County: St Lucie County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	07/02/2010
3	08/06/2010
4	10/29/2010
5	01/21/2011

* ELEC0728-002 09/01/2010

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

 ENGI0487-010 01/01/2010

	Rates	Fringes
OPERATOR: Backhoe/Excavator.....	\$ 27.57	8.78
OPERATOR: Concrete Pump		
With Boom Attachments When		
Manned With One Operator....	\$ 28.30	8.78
With Boom Attachments With		
Two Operators.....	\$ 25.05	8.78
OPERATOR: Crane		
All Tower Cranes (Must		
have 2 operators) Mobile,		
Rail, Climbers, Static-		
Mount; All Cranes with		
Boom Length 150 Feet &		
Over (With or without jib)		
Friction, Hydro, Electric		
or Otherwise; Cranes 150		

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Tons & Over (Must have 2 operators); 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 (Without Oiler/Apprentice); Hydro/Friction Cranes without Oiler/Apprentices when Approved by Union; & All Type of Flying Cranes;

Boom Truck.....	\$ 28.30	8.78
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydro Cranes 25 Tons & Under, & Over 50 Tons (With Oiler/Apprentice); Boom Truck.....	\$ 27.57	8.78
OPERATOR: Mechanic.....	\$ 27.57	8.78
OPERATOR: Oiler.....	\$ 22.24	8.78

IRON0402-002 04/01/2009

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 22.22	7.65

PAIN0452-004 08/01/2010

	Rates	Fringes
PAINTER: Spray Only.....	\$ 16.00	6.20

PLUM0630-002 07/01/2010

	Rates	Fringes
PLUMBER.....	\$ 26.61	8.61

SHEE0032-003 01/01/2009

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation Only).....	\$ 24.42	11.36

SUFL2009-036 05/22/2009

	Rates	Fringes
BRICKLAYER.....	\$ 18.93	0.00

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CARPENTER.....	\$ 17.03	1.37
CEMENT MASON/CONCRETE FINISHER...	\$ 14.00	0.00
INSULATOR - PIPE & PIPEWRAPPER...	\$ 13.13	3.03
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 12.00	2.33
LABORER: Concrete Saw.....	\$ 12.63	0.00
LABORER: Mason Tender - Brick...	\$ 10.75	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.83	1.90
LABORER: Pipelayer.....	\$ 13.43	1.40
LABORER: Roof Tearoff.....	\$ 8.44	0.00
LABORER: Landscape and Irrigation.....	\$ 10.43	0.68
OPERATOR: Asphalt Spreader.....	\$ 11.41	0.00
OPERATOR: Blade/Grader.....	\$ 13.73	0.00
OPERATOR: Bulldozer.....	\$ 16.21	0.00
OPERATOR: Distributor.....	\$ 12.37	0.00
OPERATOR: Forklift.....	\$ 14.00	0.00
OPERATOR: Loader.....	\$ 15.15	5.45
OPERATOR: Paver.....	\$ 12.75	0.00
OPERATOR: Roller.....	\$ 10.94	0.00
OPERATOR: Screed.....	\$ 13.05	0.00
OPERATOR: Tractor.....	\$ 9.91	0.00
OPERATOR: Trencher.....	\$ 11.75	0.00
PAINTER: Brush and Roller Only.....	\$ 12.16	1.85

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PIPEFITTER.....	\$ 17.85	2.54
ROOFER (Metal Roof Only).....	\$ 17.10	0.00
ROOFER, Including Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply and Slate & Tile (Excluding Metal Roof).....	\$ 12.00	0.00
SHEETMETAL WORKER (Excluding HVAC Duct Installation).....	\$ 15.62	2.03
TILE SETTER.....	\$ 15.31	0.00
TRUCK DRIVER: Dump Truck.....	\$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.78	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

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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

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3.8 JESSICA LUNSFORD ACT - The Contractor, his subcontractors, vendors and suppliers who are to be permitted access to the Ravenswood Site/IRSC Site shall obtain Level 2 background screening in accordance with Florida Statute FS1012.32 and FS1012.465 – Jessica Lunsford Act.

Level 2 screening excludes personnel working on the Ravenswood property who have criminal records that include sexual offender, sexual misconduct with developmentally disabled or mental health patients, terrorism, murder, kidnapping, lewd, lascivious or indecent acts or exposure, incest, child abuse or neglect.

Persons screened as noted above with other types of criminal history may be allowed on Ravenswood grounds provided under following conditions:

- The Contractor, subcontractors, vendors and suppliers shall be under continuous direct supervision of the Project Supervisor or Level 2 screened and cleared employee as noted above.
- Persons with current Level 2 clearance who are subsequently arrested for disqualifying offenses shall be disqualified from access the site and shall immediately surrender their Photo ID Badge to their employer who shall be responsible for returning badge to St. Lucie County School District's Department of Human Resources with 48 hours of arrest or notice of arrest or criminal offense.
- Persons failing to notify their employer and St. Lucie County School District's Department of Human Resources with 48 hours of arrest will be charged with 3rd degree felony, punishable by up to five years imprisonment and \$1,000 fine.
- Employers of persons having been arrested for disqualifying offenses who subsequently allows said employee to continue working on the Ravenswood Site/IRSC Site may also be charged with 3rd degree felony, punishable by up to five years imprisonment and \$1,000 fine.
- Contractor, his subcontractors, vendors and suppliers working on the Ravenswood/IRSC sites shall be fingerprinted and obtain work badges.
- Contractor, his subcontractors, vendors and suppliers have worked and obtained in other school districts must be screened to obtain new badges.
- Questions regarding fingerprinting or identification badge processing may be directed to District Personnel Department at (772) 429-7504.
- Fingerprinting services are provided by private vendor through Florida Dept. of Education. DOE sponsored website will direct individuals to nearest fingerprinting location.
- Cost of fingerprinting is approximately \$81.25 per person and shall be prepaid either by money order to Fingerprinting Services, LLC or by credit card payment via Internet. Website is <http://www.flprints.com>. For information, telephone (877)357-7456.
- After fingerprinting and criminal background check is complete, individuals shall make appointment for photo ID's by making appointments at St. Lucie County School District Personnel Department located at 4204 Okeechobee Road, Ft. Pierce, Florida 34947.
- Appointments for ID photo badges shall be made after completion of fingerprinting with. St. Lucie County School District Personnel Department by phone at (772) 429-7504.
- Cost of Photo ID's is \$6.00. Payment may be made with company check, money order or personal check.

4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 Proposal Guaranty - A Bid Bond, certified check, cashiers check, bank money order, bank draft on any national or state bank, or cash, in a sum of not less than 5% of the amount of the bid, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other

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documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement will be cause for the rejection of the bid.

4.2 Return of Proposal Guaranty - After the bids have been reviewed, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which the proposal guaranty will be returned to the respective Bidder's whose proposals they accompanied.

4.3 Execution of Contract - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Bidder shall execute the Contract, deliver the required Insurance Certificates, and all other documentation as required by the Bid. The City will execute the Contract, however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager and a purchase order or Visa order form has been issued. 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 effect until one (1) year after work required has been completed and accepted by the City.

4.4 Payment & Performance Bonds - The selected Bidder 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. The City will execute the Contract, however it is agreed and understood that the City will not be bound unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force a minimum of one year after the work required has been completed and final acceptance by the City.

The Payment and Performance Bonds may be an alternate security as per Florida Statutes, Section 255.05 (7). In lieu of the bond the City will accept cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of Chapter 625. The amount of the alternate form of security is \$500,000.00. The City will accept an Irrevocable Letter of Credit backed by a Certificate of Deposit. The City will be made beneficiary of the Irrevocable Letter of Credit and it will remain in effect for the entire length of the contract.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the selected Bidder 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. The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

The failure on the part of the selected Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award.

4.5 Failure to Execute - The failure on the part of the Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award. In the event of the annulment of the award, the amount of guaranty deposited with the

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proposal will be retained or be paid upon demand to the City, not as a forfeiture, but rather as liquidated damages for the breach of the Contract, it being agreed to by each Bidder in advance that the City will sustain certain damages by reason of the failure of the Bidder to sign the Contract and/or deliver the required Insurance Certificates and other documentation and that such damages equal the amount of the bid security, or exceed the same, and in no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

5. INSURANCE REQUIREMENTS

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 Florida Statutes, Section 768.28 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.

Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder including any and all independent contractors and subcontractors utilized must comply with the insurance requirements as outlined below. It shall be the responsibility of the Bidder to insure that all independent contractors and subcontractors comply with these requirements. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements as well as increased limits of liability may be requested depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the City as to form and types of coverage. Coverages outlined below shall apply on a primary and non-contributory basis.

5.1 Indemnification – The Bidder shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Bidder and all persons employed or utilized by the Bidder in the performance of the construction contract. As consideration for this indemnity provision the Bidder shall be paid the sum of \$10.00 (ten dollars), which will be added to the Contract price and paid prior to commencement of work.

5.2 Workers Compensation - The Bidder 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.

5.3 Business Auto Policy - The Bidder shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event, the Bidder does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Bidder to agree to maintain only Hired & Non-Owned Auto

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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 list the City as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

5.4 Commercial General Liability - 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.

5.5 Additional Insured Requirements & Certificates of Insurance - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall unequivocally provide a minimum thirty-(30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list Contract #20110108 for the Construction of the Ravenswood Community Center/Gymnasium, IRSC Classrooms and attached Breezeway. 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 the Division of Emergency Management, Contract #20110108 ". 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.

5.6 Waiver of Subrogation The Bidder 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 agreement to waive subrogation without an endorsement then bidder 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

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apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should bidder enter into such an agreement on a pre-loss basis.

5.7 Subcontractors - It shall be the responsibility of the Bidder to insure that all subcontractors comply with the same insurance requirements referenced above.

5.8 Deductible Amounts - All deductible amounts shall be paid for and be the responsibility of the Bidder for any and all claims under this Contract.

5.9 Certificate(s) of Insurance - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall unequivocally provide a minimum thirty-(30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list Contract #20110108 for the Construction of the Ravenswood Community Center/Gymnasium, IRSC Classrooms and attached Breezeway.

5.10 Umbrella or Excess Liability - The Bidder may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or 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 Employer's 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."

5.11 Builders Risk - Contractor shall purchase and maintain All Risk Builder's Risk insurance for 100% of the completed value of the project including any amendments thereto. It is to cover the interest of the City, Contractor and Subcontractor as their interest may appear. Covered perils must include flood, earthquake, windstorm, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure. The ALL RISK Builder's Risk Insurance must also cover soft costs, including additional advertising/promotional, additional license and permit fees, additional legal/accounting fees, insurance premium for builder's risk coverage form, and architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril. Coverage shall include testing (electrical, mechanical, or hydrostatic testing used in the start up and testing of building systems). There should be no coinsurance. There shall be no glass limitations, theft restrictions, mechanical or electrical breakdown exclusions or back-up of sewer or drain exclusion or limitation. Coverage shall extend to foundations, excavations and other underground property. Pollution cleanup and removal shall be included. Partial permission to occupy should be provided for a period of at least 60 days.

5.12 Right to Review - The City by and through its Risk Management Department reserves the right, but not the obligation, to review and reject any insurer providing coverage.

6. ADDITIONAL INFORMATION

6.1 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Contract Supervisor or his/her designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

Bid #20110108

6.2 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

6.3 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the "Invitation to Bid" by removing all documents that were uploaded to Demandstar.

6.4 Bid Information - For information concerning procedures for responding to this bid, contact Robyn Holder at (772) 344-4293 or email at rholder@cityofpsl.com. Such contact is to be for clarification purposes only. To ensure fair consideration for all Bidders, it must be clearly understood that Ms. Holder is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Bidder to **any** City Official or employee evaluating or considering the bids (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

It is the responsibility of the Bidder to receive any and all bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum by Onvia.com. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the bid, made or given prior to the bid award. The Bidder is responsible for verifying it has received all Bid Addenda.

If you have obtained this document from a source other than directly from the City or from DemandStar by Onvia.com you are not on record as a plan holder. The Office of Management & Budget takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package. The Bidder is responsible for verifying they have received all Bid Addenda.

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CONTRACTOR'S QUESTIONNAIRE

SEALED BID #20110108

**CONSTRUCTION OF THE
RAVENSWOOD COMMUNITY CENTER PROJECT**

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, Bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this _____ day of _____, 2011.

Name of Organization / Proposer

Submitted by: _____
Name and Title

(If more space is needed, please attach additional sheets.)

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other?
(circle one)

2. If a Corporation answer the following:
When incorporated _____

In what State _____

Name of Officers: President

Vice President

Secretary

Treasurer

3. If a Partnership, answer the following:
Date of organization _____

General Limited Partnership

Construction of the Ravenswood Community Center Project

Name and address of each partner:

(This is a Word document – add lines if needed)

4. Firm's name and main office address, telephone, fax number, and e-mail address, contact person:

5. Firm's previous names (if any) What year(s)

6. Area of expertise: _____

7. How many years has your organization been in business? _____

8. Describe organization profile, including the size, range of activities, licenses, etc.

(This is a Word document – add lines if needed)

9. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners			
b. Managers			
c. Supervisors Senior Staff			
d. Other Professional Staff			
g. Total number of full time personnel			

10. What is the construction experience of the principals and supervisory personnel of your organization?

Name	Title	Years of Construction Experience	% of Time to be Spent on City Projects	In What Capacity and With Whom

Construction of the Ravenswood Community Center Project

11. Firm's experience with similar contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts.

Name	Work Performed

12. Provide an organizational chart identifying relationship of entity and sub-contractors (if any) and the role description of key personnel proposed.

13. State your firm's commitment to perform in a timely fashion:

14. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads

15. State your firm's ability to meet budget and schedule:

16. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

17. Identify any and all sub-contractor(s) that will be involved, including address(s) and a description of qualification(s). Must include a Standard Form-LLL "Disclosure Form to Report Lobbying" with each sub-contractor listed.

	Years of	Is firm a
--	----------	-----------

Construction of the Ravenswood Community Center Project

Name & Address	experience	Minority Business?

(This is a Word document – add lines if needed)

18. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

(This is a Word document - add lines if needed)

19. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes () No ()

If yes, please explain:

20. List any lawsuits / litigations pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

(N/A is not an answer - list all litigation history. Add lines if needed)

21. List any judgments from lawsuits in the last five (5) years:

(N/A is not an answer - list all judgments. Add lines if needed)

22. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

(N/A is not an answer - list all violations and/or convictions. Add lines if needed)

23. Is firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes () No ()

If "Yes" was checked, include a copy of certificate with bid.

24. Has the Proposer obtained a Payment & Performance Bond within the last five (5) years?

Yes () No ()

If "Yes" was checked, state the bonding capacity of the firm. \$ _____

25. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities.

(This is a Word document -- add information here)

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

Witnesses:

If Partnership:

Print Name of Firm

By: _____
(General Partner)

If Corporation:

If Individual:

Print Name of Corporation

By: _____
(President)

Signature

Attest: _____
(Secretary)

Print Name

(CORPORATE SEAL)

Bid Reply Sheet

Bid #20110108

Construction of Ravenswood Community Center Project

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: () _____ FAX NO. () _____

CONTACT PERSON: _____ E-MAIL: _____

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

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

President

Vice President

Treasurer

How long in present business: _____ How long at present location: _____

Is firm a minority business: Yes--No; 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

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.Cityofpnl.com.

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 Totals from Schedule "A": \$ _____

5.4 Number of calendar days for final completion: _____ calendar days.

- The City will base the award by evaluating all the criteria listed in the SEALED BID and use the Bid Items Part 1 and Part 2 prices listed above as the basis for a total bid price.
- The City may award in whole or in part as per the lump sum prices for each category identified on the Bid Reply Sheet.

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Construction of the Ravenswood Community Center Project

Use as a reference only. The Bid Reply Excel Spreadsheet is to be used for bid submittals

All computer and audio/visual equipment that may be listed on the Construction Plan sheets are for informational purposes only and will be purchased directly by the City. The Generator will be purchased by the City and the Contractor will be installing it. All kitchen equipment that may be listed on the Construction Plans will be purchased by the City.

SCHEDULE "A"

PART 1

GENERAL CONDITIONS, SITE WORK & COMMUNITY CENTER / GYM

01- GENERAL CONDITIONS

OVERHEAD & PROFIT, BONDS & INSURANCE

RECYCLING OF MATERIALS & TRASH REMOVAL

MOBILIZATION

LAND SURVEYOR FORMBOARD & FINAL SURVEYS

TEMPORARY ELECTRIC POWER & LIGHTING FOR BUILDINGS & SITE

TEMPORARY WATER FOR BUILDINGS & SITE

SITE TOILETS

CLEAN UP AND GENERAL LABOR

SECURITY

INSTALL CHAIN-LINK FENCE AROUND EXISTING PLAYGROUND, LABOR & MATERIAL

CONSTRUCTION FENCE WITH SCREEN BARRIER

EQUIPMENT RENTAL

SAFETY EQUIPMENT

SCAFFOLDING INTERIOR

SCAFFOLDING EXTERIOR

FINAL CLEANING

02- SITEWORK

EXISTING TREE PROTECTION FENCING, LABOR & MATERIAL

BALED HAY & STRAW BARRIERS, LABOR & MATERIAL

FLOATING TURBIDITY BARRIER, LABOR & MATERIAL

Construction of the Ravenswood Community Center Project

NPDES COMPLIANT SILT BARRIER AND NPDES SOIL TRACKING PREVENTION DEVICE, LABOR & MATERIAL
EXISTING PAVEMENT DEMOLITION
EXISTING STORM SEWER DEMOLITION
RELOCATING EXISTING SITE LIGHTS
EXISTING COMMUNITY CENTER DEMOLITION
EXISTING IRSC FACILITIES DEMOLITION
REMOVAL OF TREES - (SEE DEMOLITION PLAN)
CONSTRUCTION OF BUILDING PADS (XXX.Y OF FILL)
C.Y. OF FILL UNIT COST +/- XXX C.Y.ESTIMATE
SITE WORK WATER & SEWER UTILITIES, LABOR & MATERIAL
SANDBLASTING / PAINTING EXISTING RAQUETBALL COURTS LABOR & MATERIAL
FINAL GRADING
SWALE LINER
CONCRETE DRIVEWAY, PARKING LOT, SIDEWALK LABOR
CONCRETE DRIVEWAY, PARKING LOT, SIDEWALK MATERIAL
STAMPED CONCRETE, LABOR & MATERIAL
FLAG POLE ECA40, LABOR & MATERIAL
ENTRANCE MONUMENT SIGN, LABOR & MATERIAL
ENTRY SIGN WALL, LABOR & MATERIAL
SITE LIGHTING, LABOR & MATERIAL
CONCRETE PAVERS WALKS, LABOR & MATERIAL
TRAFFIC RATED PAVERS, LABOR & MATERIAL
PARKING STOPS, LABOR & MATERIAL
PARKING STRIPING, PEDESTRIAL CROSSWALK, INCLUDING ADA SIGNS
ADA RAMPS WITH DETECTABLE WARNING SURFACE, LABOR & MATERIAL
GREASE, OIL AND SAND INTERCEPTORS, LABOR & MATERIAL

Construction of the Ravenswood Community Center Project

WATER SERVICE TO BOTH BUILDINGS
STORM WATER DRAINAGE SYSTEM, LABOR & MATERIAL
UNDERGROUND FIRE MAIN, LABOR & MATERIAL
UNDERGROUND ELECTRIC AND LOW VOLTAGE CONDUIT
SPARE ELECTRIC UNDERGROUND CONDUIT, LABOR & MATERIAL
UNDERGROUND NATURAL GAS LINE
PSL LANDSCAPE IRRIGATION SYSTEM / CITY WATER AROUND BUILDING, LABOR & MATERIAL
IRSC LANDSCAPE IRRIGATION SYSTEM, / CITY WATER AROUND BUILDING, LABOR & MATERIAL
COMMON LANDSCAPE IRRIGATION SYSTEM (WELL), LABOR & MATERIAL
SOD, LABOR & MATERIAL
TREES
PALM TREES
SHRUBS
03- CONCRETE-COMMUNITY CENTER/GYM
CRANE
CONCRETE PUMP
FORM WORK, LABOR & MATERIAL
TERMITE SPRAY
BUILDING FOOTING AND SLAB REINFORCEMENT BAR & ACCESSORIES, LABOR
BUILDING FOOTING AND SLAB REINFORCEMENT BAR & ACCESSORIES, MATERIAL
BUILDING FOOTING & SLAB CONCRETE, LABOR
BUILDING FOOTING & SLAB CONCRETE, MATERIAL
DUMPSTER, GENERATOR, HVAC ENCLOSURE 1,2,& 3, RADIO ANTENNA FOOTING/ SLAB LABOR
DUMPSTER, GENERATOR, HVAC ENCLOSURE 1, 2 & 3 RADIO ANTENNA FOOTING/ SLAB MATERIAL
SAWCUTTING
ROOF SHORING LABOR & MATERIAL

Construction of the Ravenswood Community Center Project

BUILDING ROOF CONCRETE, LABOR

BUILDING ROOF CONCRETE, MATERIAL

ROOF REBAR AND ACCESSORIES, LABOR

ROOF REBAR AND ACCESSORIES, MATERIAL

04- MASONRY-COMMUNITY CENTER/GYM

12" CBS CONCRETE MASONRY WALLS & MASONRY COLUMNS-SOLID GROUT, LABOR

12" CBS CONCRETE MASONRY WALLS & MASONRY COLUMNS-SOLID GROUT, MATERIAL

PRECAST CONCRETE LINTELS, LABOR

PRECAST CONCRETE LINTELS, MATERIAL

MASONRY WALL REINFORCEMENT STEEL, LABOR

MASONRY WALL REINFORCEMENT STEEL, MATERIAL

DUMPSTER, GENERATOR, HVAC ENCLOSURE 1,2,& 3, RADIO WALL LABOR

DUMPSTER, GENERATOR, HVAC ENCLOSURE 1,2,& 3, RADIO ANTENNA WALL MATERIAL

05- METALS-COMMUNITY CENTER/GYM

STRUCTURAL STEEL CRANE

BUILDING STRUCTURAL STEEL, LABOR

BUILDING STRUCTURAL STEEL, MATERIAL

LIGHT GAUGE METAL FRAMING, LABOR & MATERIAL

PLATFORM AT GENERATOR FOR HVAC UNITS LABOR

PLATFORM AT GENERATOR FOR HVAC UNITS MATERIAL

GUTTERS & DOWNSPOUTS LABOR & MATERIAL

06- WOOD/PLASTIC-COMMUNITY CENTER/GYM

COUNTERTOPS, CABINETS AND BUILT IN FURNITURE LABOR & MATERIAL

TRIM, LABOR & MATERIAL

07- THERMAL / MOISTURE PROT.- COMMUNITY CENTER/GYM

BATT & RIGID INSULATION, LABOR & MATERIAL

Construction of the Ravenswood Community Center Project

ROOF ICYNENE SPRAY FOAM INSULATION , LABOR & MATERIAL
JM TPO SINGLE PLY ROOF SYSTEM LABOR & MATERIAL
FLASHING & METAL WORK (PANS, WINDOW FLASHINGS), LABOR & MATERIAL
SEALANTS & CAULKING, LABOR & MATERIAL
08- DOORS/WINDOW/GLASS-COMMUNITY CENTER/GYM
METAL DOOR FRAMES EXTERIOR BLOCK WALLS, LABOR & MATERIAL
METAL DOOR FRAMES INTERIOR FRAME WALLS, LABOR & MATERIAL
SINGLE FLUSH OUTSWING STEEL DOORS "D4" EXTERIOR BLOCK WALLS, LABOR & MATERIAL
DOUBLE OUTSWING LOUVERED STEEL DOORS "D10" EXTERIOR BLOCK WALLS, LABOR & MATERIAL
STEEL DOORS FIRE RATED "D9" EXTERIOR BLOCK WALLS, LABOR & MATERIAL
WOOD DOORS W/VISION LIGHT "D6" INTERIOR FRAME WALLS, LABOR & MATERIAL
WOOD DOORS SOLID CORE "D7" INTERIOR FRAME WALLS, LABOR & MATERIAL
STOREFRONT DOUBLE ENTRY DOORS "D1" LABOR & MATERIAL
ELECTRIC STRIKES FOR SECURITY DOORS, LABOR & MATERIAL
ROLLADEN ROLL-UP SHUTTERS @ ENTRY DOORS, LABOR & MATERIAL
ROLL-UP STEEL GARAGE DOOR "D5", LABOR & MATERIAL
HURRICANE RESISTANT PGT WINDOWS "W1, INTERIOR LABOR & MATERIAL
FINISH HARDWARE LOCKSETS, HINGES, DOOR CLOSURES & THRESHHOLDS, LABOR & MATERIAL
MIRRORS LABOR & MATERIAL
09- FINISHES-COMMUNITY CENTER/GYM
STUCCO, LABOR & MATERIAL
HARDI-PLANK AND TRIM, LABOR & MATERIAL
DRYWALL INSTALLATION, LABOR & MATERIAL
DRYWALL FINISH, LABOR & MATERIAL
CONCRETE SEALER, LABOR & MATERIAL
CERAMIC FLOOR TILE, LABOR & MATERIAL

Construction of the Ravenswood Community Center Project

CERAMIC WALL TILE, LABOR & MATERIAL

VCT AND RUB BASE, LABOR & MATERIAL

RUB - 1 FLOORING LABOR & MATERIAL (GYM)

RUB 2 - THARAFLEX SPORT M PLUS FLOORING LABOR & MATERIAL (MULTI-PURPOSE ROOMS)

CARPET & RUB BASE, LABOR & MATERIAL

ACOUSTICAL CEILING TILE, LABOR & MATERIAL

MARBLE WINDOW SILLS, LABOR & MATERIAL

PAINTING EXTERIOR, LABOR & MATERIAL

PAINTING INTERIOR, LABOR & MATERIAL

10- SPECIALTIES-COMMUNITY CENTER/GYM

TV BRACKETS LABOR & MATERIAL

ADA & INFORMATION SIGNS, LABOR & MATERIAL

FIRE EXTINGUISHERS, LABOR & MATERIAL

KNOX BOX (FIRE DEP'T), LABOR & MATERIAL

TOILET & SHOWER ACCESSORIES, LABOR & MATERIAL

11- EQUIPMENT-COMMUNITY CENTER/GYM

MEETING ROOMS: A-C107 , B-C108:

OPERABLE PARTITION 632 MODEL 39' X 10' STC51 BY HUF COR, INC

GYM EQUIPMENT:

INDOOR BASKETBALL BACKSTOPS MODEL DRAPER EZ FOLD CEILING SUSPENDED , FORWARD FOLDING MOTORIZED (TF-20) BY DRAPER INC.

RECTANGULAR GLASS BACKBOARD MODEL NO. A0136 BY DRAPER, INC.

FAN SHAPED FIBERGLASS BACKBOARD MODEL A0018 BY DRAPER, INC.

ELECTRIC BASKETBALL BACKSTOP HEIGHT ADJUSTER MODEL NO. 503093/503097 BY DRAPER, INC.

BACKBOARD BOLT-ON SAFETY PADDING MODEL NO. 5032XX BY DRAPER, INC.

BASKETBALL GOALS AND NETS MODEL A0576 BREAKAWAY GOAL BY DRAPER, INC.

ELECTRONIC BACKSTOP WINCHES MODEL NO. 503085 BY DRAPER, INC.

Construction of the Ravenswood Community Center Project

BASKETBALL BACKSTOP POSILOKSAFETY STRAP MODEL 503029 BY DRAPER, INC.

RIDGE-FOLD-GYMNASIUM DIVIDER CURTAIN ELECTRICALLY OPERATED BY DRAPER, INC.

INDOOR VOLLEYBALL EQUIPMENT: FLOOR SLEEVES MODEL NO. 500001 PVS-01 BY DRAPER

INDOOR VOLLEYBALL EQUIPMENT: STANDARD WINCH, NET, ANTENNAE AND PADDINING BY DRAPER, INC

MASTER EQUIPMENT CONTROLLER MODEL SMART GYM BY DRAPER, INC.

ELECTRONIC SCOREBOARD SYSTEM MODEL FAIR PLAY NO BB-1620-4 BY HUF COR

GROUP CONTROL SYSTEM MODEL SMART GYM BY DRAPER, INC.

SHOT TIMERS MODEL NO.ST 1410-4 BY HUF COR

G-0570 & G-0570-10 WALL PADDING BY PORTER

PEDESTAL FOR TV-HOOK-UP LABOR & MATERIAL

12- FURNISHINGS-COMMUNITY CENTER/GYM

3 ROW X 38' FORWARD FOLD EALL ATTACHED BLEACHERS - MANUAL BY INTERKAL & MATERIAL

3 ROW X 34' FORWARD FOLD EALL ATTACHED BLEACHERS - MANUAL BY INTERKAL & MATERIAL

13- SPECIAL CONSTRUCTION-COMMUNITY CENTER/GYM

FIRE SUPPRESSION SYSTEM, LABOR & MATERIAL

15- MECHANICAL-COMMUNITY CENTER/GYM

PLUMBING SUPPLY SYSTEM, LABOR & MATERIAL

PLUMBING WASTE SYSTEM, LABOR & MATERIAL

PLUMBING FIXTURES, LABOR & MATERIAL

HVAC SYSTEM, LABOR & MATERIAL

HOOD, EXHAUST, LABOR & MATERIAL

16- ELECTRICAL-COMMUNITY CENTER/GYM

ELECTRIC SERVICE FROM TRANSFORMER, LABOR & MATERIAL

ELECTRIC SERVICE PANEL & EQUIPMENT, LABOR & MATERIAL

ELECTRIC WIRING, LABOR & MATERIAL

ELECTRIC FIXTURES, LABOR & MATERIAL

Construction of the Ravenswood Community Center Project

ELECTRIC GENERATOR, TRANSFER SWITCH ETC, LABOR
ELECTRIC GENERATOR AND TRANSFER SWITCH ETC, MATERIAL
TV CABLING, LABOR & MATERIAL
FIBER-OPTIC CABLING, LABOR & MATERIAL
VOICE/DATA CAT 6, LABOR & MATERIAL
LIGHTNING PROTECTION, LABOR & MATERIAL
FIRE ALARM SYSTEM, LABOR & MATERIAL
CONDUITS FOR SECURITY SYSTEM LABOR & MATERIAL (BOXES, ETC)
SPARE ELECTRIC CONDUIT IN BUILDING, LABOR & MATERIAL
TOTAL PART 1
RAVENSWOOD CENTER / GYM
PART 2
BREEZEWAY AND IRSC BUILDING
03- CONCRETE-CLASSROOM WING IRSC
CRANE
CONCRETE PUMP
FORM WORK, LABOR & MATERIAL
TERMITE SPRAY
BUILDING FOOTING AND SLAB REINFORCEMENT BAR & ACCESSORIES, LABOR
BUILDING FOOTING AND SLAB REINFORCEMENT BAR & ACCESSORIES, MATERIAL
BUILDING FOOTING & SLAB CONCRETE, LABOR
BUILDING FOOTING & SLAB CONCRETE, MATERIAL
HVAC ENCLOSURE # 4 FOOTING & SLAB, LABOR
HVAC ENCLOSURE # 4 FOOTING & SLAB, MATERIAL
SAWCUTTING
WRCS IRONFORMS LABOR
WRCS IRONFORMS MATERIAL

Construction of the Ravenswood Community Center Project

ROOF SHORING LABOR & MATERIAL

ROOF REBAR AND ACCESSORIES, LABOR

ROOF REBAR AND ACCESSORIES, MATERIAL

BUILDING ROOF CONCRETE, LABOR

BUILDING ROOF CONCRETE, MATERIAL

04- MASONRY-CLASSROOM WING IRSC

12" CBS CONCRETE MASONRY WALLS AND COLUMNS-SOLID GROUT, LABOR

12" CBS CONCRETE MASONRY WALLS AND COLUMNS-SOLID GROUT, MATERIAL

PRECAST CONCRETE LINTELS, LABOR

PRECAST CONCRETE LINTELS, MATERIAL

MASONRY WALL REINFORCEMENT STEEL, LABOR

MASONRY WALL REINFORCEMENT STEEL, MATERIAL

HVAC ENCLOSURE # 4 WALLS LABOR

HVAC ENCLOSURE # 4 WALLS MATERIAL

05- METALS-CLASSROOM WING IRSC

STRUCTURAL STEEL CRANE

BUILDING STRUCTURAL STEEL, LABOR

BUILDING STRUCTURAL STEEL, MATERIAL

LIGHT GAUGE METAL FRAMING, LABOR & MATERIAL

GUTTERS & DOWNSPOUTS LABOR & MATERIAL

06- WOOD/PLASTIC-CLASSROOM WING IRSC

BREEZEWAY CEILING LABOR & MATERIAL

COUNTERTOPS, CABINETS AND BUILT IN FURNITURE LABOR & MATERIAL

TRIM, LABOR & MATERIAL

07- THERMAL / MOISTURE PROT.- CLASSROOM WING IRSC

INSULATION, BATTS, LABOR & MATERIAL

INSULATION, RIGID, LABOR & MATERIAL

ROOF ICYNENE SPRAY FOAM INSULATION , LABOR & MATERIAL

JM TPO SINGLE PLY ROOF SYSTEM LABOR & MATERIAL

FLASHING & METAL WORK (PANS, WINDOW FLASHINGS), LABOR & MATERIAL

SEALANTS & CAULKING, LABOR & MATERIAL

08- DOORS/WINDOW/GLASS-CLASSROOM WING IRSC

METAL DOOR FRAMES EXTERIOR BLOCK WALLS, LABOR & MATERIAL

METAL DOOR FRAMES INTERIOR FRAME WALLS, LABOR & MATERIAL

DOUBLE OUTSWING LOUVERED STEED DOORS "D10" EXTERIOR BLOCK WALLS, LABOR & MATERIAL

WOOD DOORS W/VISION LIGHT "D6" INTERIOR FRAME WALLS, LABOR & MATERIAL

WOOD DOORS SOLID CORE "D7" INTERIOR FRAME WALLS, LABOR & MATERIAL

STOREFRONT ENTRY DOUBLE DOORS "D1", LABOR & MATERIAL

STOREFRONT ENTRY SINGLE DOOR "D2", LABOR & MATERIAL

ELECTRIC STRIKES FOR SECURITY DOORS, LABOR & MATERIAL

ROLLADEN ROLL-UP SHUTTERS @ ENTRY DOORS, LABOR & MATERIAL

HURRICANE RESISTANT PGT WINDOWS "W1" INTERIOR, LABOR & MATERIAL

HURRICANE RESISTANT PGT WINDOWS "W1" EXTERIOR, LABOR & MATERIAL

FINISH HARDWARE LOCKSETS, HINGES, DOOR CLOSURES & THRESHHOLDS, LABOR & MATERIAL

MIRRORS, LABOR & MATERIAL

09- FINISHES-CLASSROOM WING IRSC

STUCCO, LABOR & MATERIAL

HARDI-PLANK AND TRIM, LABOR & MATERIAL

DRYWALL INSTALLATION, LABOR & MATERIAL

DRYWALL FINISH, LABOR & MATERIAL

CONCRETE SEALER, LABOR & MATERIAL

PRECAST CONCRETE SILL LABOR & MATERIAL

CERAMIC FLOOR TILE AND BASE, LABOR & MATERIAL

CERAMIC WALL TILE, LABOR & MATERIAL

Construction of the Ravenswood Community Center Project

VCT AND RUB BASE, LABOR & MATERIAL
CARPET AND RUB BASE, LABOR & MATERIAL
ACOUSTICAL CEILING TILE, LABOR & MATERIAL
MARBLE WINDOW SILLS, LABOR & MATERIAL
PAINTING EXTERIOR, LABOR & MATERIAL
PAINTING INTERIOR, LABOR & MATERIAL
10- SPECIALTIES-CLASSROOM WING IRSC
TV BRACKETS LABOR & MATERIAL
ADA & INFORMATION SIGNS, LABOR & MATERIAL
FIRE EXTINGUISHERS, LABOR & MATERIAL
KNOX BOX (FIRE DEPT), LABOR & MATERIAL
TOILET & SHOWER ACCESSORIES, LABOR & MATERIAL
12- FURNISHINGS-CLASSROOM WING IRSC
WINDOW TREATMENT, BLINDS LABOR & MATERIAL
15- MECHANICAL-CLASSROOM WING IRSC
PLUMBING SUPPLY SYSTEM, LABOR & MATERIAL
PLUMBING WASTE SYSTEM, LABOR & MATERIAL
PLUMBING FIXTURES, LABOR & MATERIAL
WATER COOLERS, LABOR & MATERIAL
HVAC SYSTEM, LABOR & MATERIAL
AIR FILTER & PURIFYING SYSTEM, LABOR & MATERIAL
16- ELECTRICAL-CLASSROOM WING IRSC
ELECTRIC SERVICE FROM TRANSFORMER, LABOR & MATERIAL
ELECTRIC SERVICE PANEL & EQUIPMENT, LABOR & MATERIAL
ELECTRIC WIRING, LABOR & MATERIAL
ELECTRIC FIXTURES LABOR & MATERIAL
TV CABLING, LABOR & MATERIAL

Construction of the Ravenswood Community Center Project

FIBER-OPTIC CABLING, LABOR & MATERIAL	
VOICE / DATA CAT6, LABOR & MATERIAL	
LIGHTNING PROTECTION, LABOR & MATERIAL	
FIRE ALARM SYSTEM, LABOR & MATERIAL	
SPARE ELECTRIC CONDUIT IN BUILDING, LABOR & MATERIAL	
TOTAL PART 2	CLASSROOM WING IRSC
TOTAL PART 1 + PART 2	
ASPHALT DRIVEWAY / PARKING LOT	
02- SITEWORK- COMMUNITY CENTER/GYM ALT #1	
ASPHALT PAVEMENT, DRIVEWAY / PARKING LOT, LABOR AND MATERIAL	
ASPHALT PAVEMENT OVERLAY, DRIVEWAY / PARKING LOT, LABOR AND MATERIAL	
TOTAL PART 3 ALTERNATIVE #1 ASPHALT DRIVE / PARKING	

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 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) _____ 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.

Signature

Date

10. **Bidder has read and accepts the terms and conditions of the City's standard Contract:**

Signature

Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

Balance of page left intentionally blank

Construction of the Ravenswood Community Center Project
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20110108

Title: Construction of the Ravenswood Community Center Project

Bidder: _____

Reference: _____ Fax #: _____

Email: _____ Telephone #: _____

Person to contact: _____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please 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 Contractor.

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)?

How many change orders were requested by this Contractor?

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 Contractor again? Yes [] No [] Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

*******(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)*******

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

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 *name of Contractor, address, Telephone No. ()* _____ Fax No. () _____, hereinafter called "Contractor", party of the second part.

RECITALS

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

CONTRACT SUPERVISOR

As used herein the Project Supervisor shall mean Kevin Hempel at (772) 873-6390, or his designee.

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20110108 consisting of pages 1 - 71, Project Manual prepared by Treasure Coast Building Engineers, Inc. consisting of pages 1 - 977 dated July 4, 2011, all Addenda and Attachments, and Construction Plans consisting of pages 1 - 134 dated July 11, 2011 and include the following incorporated herein by this reference.

- Civil Plans - pages 1 to 24
- Landscape Plans - pages 1 to 2
- Irrigation Plans - pages 1 to 5
- Architectural Plans - Community Center - pages A1 to A12
- Architectural Plans - IRSC - pages A1I to A11I
- Architectural Plans - Product Spec Sheets - pages SPX-1 to SPX 16
- Electrical Plans - Community Center - pages E0.1 to E6.1
- Mechanical Plans - Community Center - pages M0.1 to M8.1
- Plumbing Plans - Community Center - pages P0.1 to P5.1
- Electrical Plans - IRSC - pages E0.1I to E5.1I
- Mechanical Plans - IRSC - pages M0.1I to M8.1I
- Plumbing Plans - IRSC - pages P0.1I to P5.1I
- Conduit Plans - pages C-1 to C-3
- Fire Protection - pages FP0 to FP1
- Lightning Protection - pages EL1.0 to EL2.0
- Kitchen Exhaust Hood - pages 1 to 2
- Structural Plans - pages S-1 to S-5

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence on _____ and with _____, as the date set for final completion. The Contract period shall terminate on _____, unless otherwise extended by written agreement or change order. 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 Project Supervisor until all work specified in the bid specifications has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a lump sum basis in the amount of \$ _____ as indicated on Schedule "A" attached hereto and made a part hereof. This amount includes the ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts. Payments will be disbursed in the following manner:

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

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

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

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.

The Contractor shall not be paid additional compensation for any loss, and/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

Construction of the Ravenswood Community Center Project encountered in the prosecution of the work, or for any expenses incurred by, or as a consequence of the suspension or discontinuance of the work.

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 Contract Supervisor as provided in Section XV.

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

All invoices and correspondence relative to this Contract must contain the Contract number, Purchase Order number or Visa Authorization number appearing herein.

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 acts, 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 may be obtained 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 sovereign 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, or 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 the Department of Emergency Management Services, Contract #20110108 for the Construction of the Ravenswood Community Center Project 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 accepted 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 receipt of thirty - (30) days written notice from 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."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

Performance and Payment 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. The City will execute the Contract, however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager. 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 effect until one (1) year after work required has been completed and accepted by the City.

The Payment and Performance Bonds may be an alternate security as per Florida Statutes, Section 255.05 (7). In lieu of the bond the City will accept cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of Chapter 625. The amount of the alternate form of security is \$500,000.00. The City will accept an Irrevocable Letter of Credit backed by a Certificate of Deposit. The City will be made beneficiary of the Irrevocable Letter of Credit and it will remain in effect for the entire length of the contract.

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation will be cause for the annulment of the award.

**SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

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

**SECTION VII
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City Manager or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work3involved in the change.

**SECTION XVIII
FIELD CHANGES**

The Project Supervisor 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 effected by written order and signed by both the Project Supervisor and the Contractor. The Contractor shall carry out such written orders promptly. Change orders in amounts exceeding \$25,000.00 require City Council approval.

**SECTION IX
CLEANING UP**

The 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 of Contractor's equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

**SECTION X
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all local, state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. § 35.151.

Construction of the Ravenswood Community Center Project

Davis Bacon Wage Rate Provision

GENERAL DECISION: FL20100139 01/21/2011 FL139

Date: January 21, 2011

General Decision Number: FL20100139 01/21/2011

Superseded General Decision Number: FL20080139

State: Florida

Construction Type: Building

County: St Lucie County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	07/02/2010
3	08/06/2010
4	10/29/2010
5	01/21/2011

* ELEC0728-002 09/01/2010

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

 ENGI0487-010 01/01/2010

	Rates	Fringes
OPERATOR: Backhoe/Excavator.....	\$ 27.57	8.78
OPERATOR: Concrete Pump With Boom Attachments When Manned With One Operator.....	\$ 28.30	8.78
With Boom Attachments With Two Operators.....	\$ 25.05	8.78
OPERATOR: Crane All Tower Cranes (Must have 2 operators) 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 (Must have 2 operators); Cranes with 3 Drums (When 3rd drum is		

Construction of the Ravenswood Community Center Project

rigged for work); Gantry &
Overhead Cranes; Hydro
Cranes Over 25 Tons but
not more than 50 Tons

(Without
Oiler/Apprentice);
Hydro/Friction Cranes
without Oiler/Apprentices
when Approved by Union; &
All Type of Flying Cranes;

Boom Truck.....\$ 28.30

8.78

Cranes with Boom Length
Less than 150 Feet (With
or without jib); Hydro
Cranes 25 Tons & Under, &
Over 50 Tons (With
Oiler/Apprentice); Boom
Truck.....\$ 27.57

8.78

OPERATOR: Mechanic.....\$ 27.57

8.78

OPERATOR: Oiler.....\$ 22.24

8.78

IRON0402-002 04/01/2009

Rates

Fringes

IRONWORKER, ORNAMENTAL,
REINFORCING AND STRUCTURAL.....\$ 22.22

7.65

PAIN0452-004 08/01/2010

Rates

Fringes

PAINTER: Spray Only.....\$ 16.00

6.20

PLUM0630-002 07/01/2010

Rates

Fringes

PLUMBER.....\$ 26.61

8.61

SHEE0032-003 01/01/2009

Rates

Fringes

SHEETMETAL WORKER (HVAC Duct
Installation Only).....\$ 24.42

11.36

SUFL2009-036 05/22/2009

Rates

Fringes

BRICKLAYER.....\$ 18.93

0.00

CARPENTER.....\$ 17.03

1.37

Bid #20110108

Construction of the Ravenswood Community Center Project

CEMENT MASON/CONCRETE FINISHER....	\$ 14.00	0.00
INSULATOR - PIPE & PIPEWRAPPER....	\$ 13.13	3.03
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 12.00	2.33
LABORER: Concrete Saw.....	\$ 12.63	0.00
LABORER: Mason Tender - Brick....	\$ 10.75	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.83	1.90
LABORER: Pipelayer.....	\$ 13.43	1.40
LABORER: Roof Tearoff.....	\$ 8.44	0.00
LABORER: Landscape and Irrigation.....	\$ 10.43	0.68
OPERATOR: Asphalt Spreader.....	\$ 11.41	0.00
OPERATOR: Blade/Grader.....	\$ 13.73	0.00
OPERATOR: Bulldozer.....	\$ 16.21	0.00
OPERATOR: Distributor.....	\$ 12.37	0.00
OPERATOR: Forklift.....	\$ 14.00	0.00
OPERATOR: Loader.....	\$ 15.15	5.45
OPERATOR: Paver.....	\$ 12.75	0.00
OPERATOR: Roller.....	\$ 10.94	0.00
OPERATOR: Screed.....	\$ 13.05	0.00
OPERATOR: Tractor.....	\$ 9.91	0.00
OPERATOR: Trencher.....	\$ 11.75	0.00
PAINTER: Brush and Roller Only.....	\$ 12.16	1.85
PIPEFITTER.....	\$ 17.85	2.54
ROOFER (Metal Roof Only).....	\$ 17.10	0.00

Construction of the Ravenswood Community Center Project

ROOFER, Including Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply and Slate & Tile (Excluding Metal Roof).....	\$ 12.00	0.00
SHEETMETAL WORKER (Excluding HVAC Duct Installation).....	\$ 15.62	2.03
TILE SETTER.....	\$ 15.31	0.00
TRUCK DRIVER: Dump Truck.....	\$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.78	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

Construction of the Ravenswood Community Center Project

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

Further, the Contactor shall be bound by the terms of FEMA Contract #10HM-88-10-66-02-0213, shall be bound by all applicable state and federal laws and regulations, and the Contractor shall hold the Division and the City harmless against all claims of whatever nature arising out of the Contractor's performance under the FEMA Agreement, to the extent allowed and required by law.

SECTION XI
JESSICA LUNSFORD ACT

The Contractor, his subcontractors, vendors and suppliers who are to be permitted access to the Ravenswood Site/IRSC Site shall obtain Level 2 background screening in accordance with Florida Statute FS1012.32 and FS1012.465 – Jessica Lunsford Act.

Level 2 screening excludes personnel working on the Ravenswood property who have criminal records that include sexual offender, sexual misconduct with developmentally disabled or mental health patients, terrorism, murder, kidnapping, lewd, lascivious or indecent acts or exposure, incest, child abuse or neglect.

Persons screened as noted above with other types of criminal history may be allowed on Ravenswood grounds provided under following conditions:

- The Contractor, subcontractors, vendors and suppliers shall be under continuous direct supervision of the Project Supervisor or Level 2 screened and cleared employee as noted above.
- Persons with current Level 2 clearance who are subsequently arrested for disqualifying offenses shall be disqualified from access the site and shall immediately surrender their Photo ID Badge to their employer who shall be responsible for returning badge to St. Lucie County School District's Department of Human Resources with 48 hours of arrest or notice of arrest or criminal offense.
- Persons failing to notify their employer and St. Lucie County School District's Department of Human Resources with 48 hours of arrest will be charged with 3rd degree felony, punishable by up to five years imprisonment and \$1,000 fine.
- Employers of persons having been arrested for disqualifying offenses who subsequently allows said employee to continue working on the Ravenswood Site/IRSC Site may also be charged with 3rd degree felony, punishable by up to five years imprisonment and \$1,000 fine.
- Contractor, his subcontractors, vendors and suppliers working on the Ravenswood/IRSC sites shall be fingerprinted and obtain work badges.
- Contractor, his subcontractors, vendors and suppliers have worked and obtained in other school districts must be screened to obtain new badges.
- Questions regarding fingerprinting or identification badge processing may be directed to District Personnel Department at (772) 429-7504.
- Fingerprinting services are provided by private vendor through Florida Dept. of Education. DOE sponsored website will direct individuals to nearest fingerprinting location.
- Cost of fingerprinting is approximately \$81.25 per person and shall be prepaid either by money order to Fingerprinting Services, LLC or by credit card payment via Internet. Website is <http://www.flprints.com>. For information, telephone (877)357-7456.
- After fingerprinting and criminal background check is complete, individuals shall make appointment for photo ID's by making appointments at St. Lucie County School District Personnel Department located at 4204 Okeechobee Road, Ft. Pierce, Florida 34947.
- Appointments for ID photo badges shall be made after completion of fingerprinting with. St. Lucie County School District Personnel Department by phone at (772) 429-7504.
- Cost of Photo ID's is \$6.00. Payment may be made with company check, money order or personal check.

**SECTION XII
CLEANING UP**

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

**SECTION XIII
NOTICE OF PERFORMANCE**

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

**SECTION XIV
DELIVERY DOCUMENTATION**

Not applicable to this Contract.

**SECTION XV
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required work was performed in accordance with the terms and conditions of the Contract Documents, the Contract Supervisor shall conduct inspection as soon as practicable after receipt of the Contractor's of a Notice of Performance. If such inspection shows that the required work performed in accordance with the terms and conditions of the Contract Documents and that the work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III of this Contract. If the inspection conducted by the Contract Supervisor reveals that the work performed is not satisfactory, or substandard, then the Contract Supervisor shall, as soon as practicable, inform the representatives 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, or fix, within a reasonable time but no longer than thirty (30) 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 Contract Supervisor, 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 XVI
ADDITIONAL REQUIREMENTS**

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

**SECTION XVII
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 XVIII
SAFETY PRECAUTIONS**

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

**SECTION XIX
ASSIGNMENT**

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

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

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time 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 two thousand dollars (\$2,000.00) for each calendar day of delay until work is completed. The Contractor and his sureties shall be liable to the City for the amount thereof 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 adverse 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

Construction of the Ravenswood Community Center Project
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 notify 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. the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, 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 Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder.

SECTION XXI 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 XXII 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 XXIII 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 XXIV RENEWAL OPTION

"Not Applicable"

**SECTION XXV
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

Construction of the Ravenswood Community Center Project

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of (company name)

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)

Technical Specification

UTILITIES

Specifications for the utility standards will be found within the Construction Drawings and/or in the City of Port St. Lucie Utilities System Web Site at the following addresses;

For the Utility Standards Manual:

[HTTP://WWW.CITYOFPSL.COM/UTILITY/COMMERCIAL-DEVELOPMENT/PDF/UTILITY-74d-STANDARDS-MANUAL.PDF](http://WWW.CITYOFPSL.COM/UTILITY/COMMERCIAL-DEVELOPMENT/PDF/UTILITY-74d-STANDARDS-MANUAL.PDF)

For the Utility Standard Details:

[HTTP://WWW.CITYOFPSL.COM/UTILITY/COMMERCIAL-DEVELOPMENT/PDF/UTILITY-75d-STANDARD-DETAILS.PDF](http://WWW.CITYOFPSL.COM/UTILITY/COMMERCIAL-DEVELOPMENT/PDF/UTILITY-75d-STANDARD-DETAILS.PDF)

For the Qualified Products List:

[HTTP://WWW.CITYOFPSL.COM/UTILITY/COMMERCIAL-DEVELOPMENT/PDF/UTILITY-17-QUALIFIED-PRODUCT-LIST.PDF](http://WWW.CITYOFPSL.COM/UTILITY/COMMERCIAL-DEVELOPMENT/PDF/UTILITY-17-QUALIFIED-PRODUCT-LIST.PDF)

The Contractor is solely responsible for performing all work in accordance with the City's aforementioned standards, and must maintain compliance with the all permits from all governing agencies issued for this project. Following construction of the utility work defined for this project, the Contractor shall submit to the Engineer as-built record drawings in accordance with the guidelines provided in the City's utility specifications. The record drawings will not be accepted by the City unless all required information is properly shown on the plans.

These documents are included by reference as part of this Contract and hereby made a part of the Contract Documents.

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NONCOLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER

Sealed Bid #20110108

State of _____ }

County of _____ }

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

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)
has submitted the attached bid/PROPOSAL;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid/PROPOSAL;
3. Such Bid/Proposal is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder/Proposer 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 Proposer, 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 Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

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

The foregoing instrument was acknowledged before me this _____

(Date)

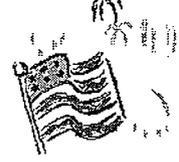
by: _____ who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary (print & sign name)

Commission No. _____

BUY AMERICA CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE



COMPLIANCE

The Contractor 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. Contractor 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: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

CERTIFICATION REGARDING LOBBYING

The undersigned 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 or 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 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: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

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

The Contractor 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 Contractor 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: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

PROJECT TITLE: Construction of the Ravenswood Community Center Project

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

_____ (Zip Code)

By: _____ (Print name) (Print title)

(Authorized Signature)

Telephone: () _____

Fax: () _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

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

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that _____ 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

Date

STATEMENT OF NO BID

To: City of Port St. Lucie
Office of Management & Budget
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

Bid: # _____

Bid Title: _____

We, the undersigned have declined to bid on the subject bid for the following reasons:

- Insufficient time to respond to the Invitation to Bid
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (Explain below).
- We are unable to meet insurance requirements.
- Other (Specify below).

Remarks: _____

Company Name: _____ Telephone: () _____

Division: _____

Address: _____

Signature: _____

Date: _____

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through _____, to _____

(Insert name of customer)

on the job of _____
(Insert name of owner)

to the following described property:

(Description of property)

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified.

DATED on _____, _____.

By: _____
Lienor

I am _____ I am not _____ a Certified Minority Business.

_____ I have attached the Standard Form-LLL "Disclosure Form to Report Lobbying".

CHECKLIST

Bid #20110108

Construction of the Ravenswood Community Center Project

Name of Bidder: _____

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.

_____ E-Bid Reply Sheet #20110108 with proper signature and total bid price from Part 1, Part 2 and the alternative parking lot as Part 3.

_____ 5% Bid Bond scanned and uploaded to Demandstar. The original MUST be mailed within three (3) business days after the opening or the bid will not be considered)

_____ Drug-Free Workplace Form uploaded to Demandstar.

_____ E-Bid Reply Excel Spreadsheet "Schedule A" uploaded to Demandstar.

_____ All pricing has been mathematically reviewed and all corrections have been initialed.

_____ All price extensions and totals have been thoroughly checked.

_____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20110108.

_____ Required W-9 as per Section 1.25.1. Upload to Demandstar.

_____ Required forms: Non-Collusion Affidavit of Prime Bidder/Proposer; Buy America Certificate of Compliance; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions; Contractor Verification Form; Checklist.

_____ List of all sub-contractors with required forms for "Certification Regarding Lobbying" and Minority Status Statement. (Use the Questionnaire for the Minority Status providing all sub-contractors are listed).

_____ Copy of Insurance Certificate in accordance with Section 5 uploaded to Demandstar.

_____ Copy or all required licenses and certification uploaded to Demandstar.

_____ Contractor's Questionnaire completed and uploaded to Demandstar.

_____ Has reviewed the Contract and accept all City Terms and Conditions.

_____ Five (5) completed Reference Check forms uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

SEALED E-BID #20110108

RAVENSWOOD PROJECT

CITY COMMUNITY CENTER & GYM / IRSC BUILDING

420 & 450 SW RAVENSWOOD LN
PORT ST. LUCIE, FL 34983

HARVEY KOEHNEN ARCHITECT

A.C. SQ. CITY BUILDING UNDER AIR :
FT. 24,771

A.C. SQ. IRSC BUILDING UNDER AIR:
FT. 10,981

All line items are based on the construction plans associated with this project.

All kitchen equipment and computer/audio/visual equipment that may be listed on the construction plans will be purchased by the City. They may be listed for informational purposes only.

COMPANY NAME: _____

ITEM	DESCRIPTION	QTY	Unit of Measure	Unit Cost	Total
PART 1					
GENERAL CONDITIONS, SITE WORK & COMMUNITY CENTER / GYM					
	INDEMNIFICATION FEE	1	LS	\$10.00	\$10.00
1	01- GENERAL CONDITIONS	1	LS	\$0.00	\$0.00
2	02- SITEWORK	1	LS	\$0.00	\$0.00
3	FURNISH & INSTALL CONCRETE PAVEMENT- DRIVEWAY / PARKING LOT	1	LS	\$0.00	\$0.00
4	03- CONCRETE-COMMUNITY CENTER/GYM	1	LS	\$0.00	\$0.00
5	04- MASONRY-COMMUNITY CENTER/GYM	1	LS	\$0.00	\$0.00
6	05- METALS-COMMUNITY CENTER/GYM	1	LS	\$0.00	\$0.00
7	06- WOOD/PLASTIC-COMMUNITY CENTER/GYM	1	LS	\$0.00	\$0.00
8	07- THERMAL / MOISTURE PROT.- COMMUNITY CENTER/GYM	1	LS	\$0.00	\$0.00
9	08- DOORS/WINDOW/GLASS-COMMUNITY CENTER/GYM	1	LS	\$0.00	\$0.00
10	09- FINISHES-COMMUNITY CENTER/GYM	1	LS	\$0.00	\$0.00
11	10- SPECIALTIES-COMMUNITY CENTER/GYM	1	LS	\$0.00	\$0.00
12	11- EQUIPMENT-COMMUNITY CENTER/GYM:	1	LS	\$0.00	\$0.00
13	13- SPECIAL CONSTRUCTION-COMMUNITY CENTER/GYM:	1	LS	\$0.00	\$0.00
14	15- MECHANICAL-COMMUNITY CENTER/GYM	1	LS	\$0.00	\$0.00
15	16- ELECTRICAL-COMMUNITY CENTER/GYM	1	LS	\$0.00	\$0.00
16	RAVENSWOOD CENTER / GYM	TOTAL PART 1			\$10.00

PART 2

BREEZEWAY AND IRSC BUILDING

17	03- CONCRETE-CLASSROOM WING IRSC	1	LS	\$0.00	\$0.00
18	04- MASONRY-CLASSROOM WING IRSC	1	LS	\$0.00	\$0.00
19	05- METALS-CLASSROOM WING IRSC	1	LS	\$0.00	\$0.00
20	06- WOOD/PLASTIC-CLASSROOM WING IRSC	1	LS	\$0.00	\$0.00
21	07- THERMAL / MOISTURE PROT.- CLASSROOM WING IRSC	1	LS	\$0.00	\$0.00
22	08- DOORS/WINDOW/GLASS-CLASSROOM WING IRSC	1	LS	\$0.00	\$0.00
23	09- FINISHES-CLASSROOM WING IRSC	1	LS	\$0.00	\$0.00
24	10- SPECIALTIES-CLASSROOM WING IRSC	1	LS	\$0.00	\$0.00
25	12- FURNISHINGS-CLASSROOM WING IRSC:	1	LS	\$0.00	\$0.00
26	15- MECHANICAL-CLASSROOM WING IRSC	1	LS	\$0.00	\$0.00
27	16- ELECTRICAL-CLASSROOM WING IRSC	1	LS	\$0.00	\$0.00

SUBTOTAL

28	TOTAL PART 2 CLASSROOM WING IRSC				\$0.00
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29	GRAND TOTAL PART 1 + PART 2				\$10.00
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PART 3 / ALTERNATIVE # 1 (ADDITIVE/DEDUCTIVE)

02- SITEWORK- COMMUNITY CENTER/GYM ALT #1

30	FURNISH AND INSTALL ASPHALT PAVEMENT - DRIVEWAY / PARKING LOT (ADD. / DEDUCT.)	1	LS	\$0.00	\$0.00
----	--	---	----	--------	--------

31	TOTAL PART 3 ALTERNATIVE #1 ASPHALT DRIVE / PARKING				\$0.00
----	--	--	--	--	---------------

E-Bid Reply Documents

Awarded Bidder:

- Kast Construction III, LLC

Non-Awarded Bidders:

- West Construction, Inc.
- Urban Building Systems, Inc.
- Straticon Construction Services
- J. Kokolakis Contracting, Inc.
- D.J. Haycock Construction Co.
- The Diaz / Fritz Group, Inc
- Construction Technology Group, Inc.
- Burke Construction Group, Inc.
- Paul Jacquin & Sons, Inc.
- Brooks & Freund, LLC
- Bayview Construction Corp.

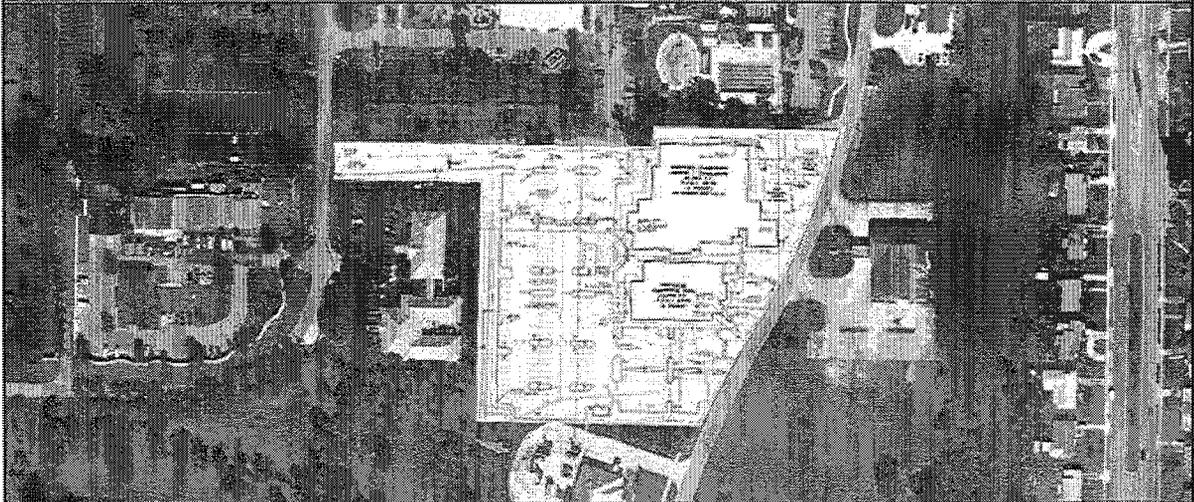
Statement of No Bid

- AFCO CONSTRUCTION, INC



RAVENSWOOD CENTER

BID PROPOSAL



QUALITY



OCTOBER 20, 2011



October 20, 2011

Attention: Robyn Holder, CPPB, Contract Specialist

Re: #20110108 CONSTRUCTION OF THE RAVENSWOOD COMMUNITY CENTER PROJECT

Dear Ms. Holder:

I am pleased to provide an overview of KAST Construction for your review.

Formed in 2005, KAST Construction III, LLC is a privately held company made up of seasoned general contractors and construction managers whom you can count on to deliver your project **On Time and Within Budget**. To date, KAST has completed over \$256 million of construction, totaling 2.5 million square feet. Our portfolio includes: municipal facilities, fitness centers, country clubs, office buildings, industrial buildings, retail centers, hotels and multi-family projects.

KAST has the staff that matches the requirements for the Ravenswood Community Center Project. With KAST, the City of Port St. Lucie receives the experience, commitment, and expertise from the entire KAST team. KAST is licensed and qualified to provide all materials and services described in the Request for Qualifications. We carry the requisite Worker's Compensation Insurance, Comprehensive - General Liability Insurance, and appropriate vehicular insurance. KAST is an **EQUAL OPPORTUNITY EMPLOYER**. KAST is a **Drug Free Work Place** and adheres to all policies and procedures entailed in maintaining this status.

With KAST Construction, you are guaranteed:

Construction Management expertise that is Unparalleled

The majority of our team has over 20 years experience in the construction industry. KAST was specifically formed to address what is absent in the South Florida construction market; a customer oriented, professionally managed firm that specializes in the delivery of high quality projects that meet your budget, schedule and expectations.

On Time Delivery that meets your Budget

With more than 750 pre-qualified local sub-contractors and vendors ready to perform, KAST has the resources and knowledge to guarantee your budget and schedule is met. We stand by our track record: 100% of our projects have been delivered **ON TIME**.

An Experienced Team

We are experts in the entire construction process including: planning, pre-construction, approvals, permitting, construction and project close-out. KAST is a financially strong firm with a bonding capacity of \$60 million.

I look forward to discussing the Ravenswood Community Center Project with you in more detail.

Sincerely,

A handwritten signature in black ink that reads "David DeMay".

David J. DeMay
Vice President

Qualifications Matrix

Evaluation Requirement

KAST's Qualification

Have sufficient financial resources to complete the order.

Meets Bonding Requirement. Has 60 Million Bonding Ability

Can meet quoted delivery considering all other business commitments.

KAST has a proven record of completing all projects on time and within budget.

Has a satisfactory record of performance.

KAST provided references that will validate our excellent performance record.

Has adequate staffing to fulfill requirements.

KAST maintains a well-staffed office, as evidenced by our personnel compliment described in the required solicitation response chart. We will hire additional personnel if needed to support the project.

Has the necessary production, technical equipment and facilities (or ability to readily obtain them).

KAST has local south Florida facilities, and will have no problem serving the City of Port Saint Lucie.

Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).

KAST completed similar contracts on time and within budget. Our personnel have the required technical skills and expertise required to make this project a success.

Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement.

KAST is a licensed Florida General Contracting Construction firm.

The Bidder is qualified and eligible to receive an award under applicable laws and regulations.

KAST is qualified and eligible.

Has bid within a competitive price range in relation to the needed goods, services or construction.

KAST submitted a bid based upon pricing developed in good faith, relying on specifically selected subcontractors who prepared their bids in good faith.

The skill and experience demonstrated by the bidder in performing contracts of a similar nature.

KAST submitted references that support our skill and experience record in the performance of similar construction projects.

The Bidder's past performance with City.

KAST received the award for RFP #20100043 for Contractors to perform emergency repairs after hurricanes, fires or other storm events

Has met all requirements of the solicitation (delivery, quality and price)

KAST included all of the required information in our proposal submission

Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.

KAST submitted a compliant proposal

Has met bid security requirements. Lack of security, where required, is a material nonconformity.

KAST included the required security

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Kast Construction III, LLC.

701 S. Olive Ave., Ste. 105, West Palm Beach, FL 33401

as Principal, hereinafter called the Principal, and Berkley Regional Insurance Company

11201 Douglas Avenue, Urbandale, IA 50322

a corporation duly organized under the laws of the State of DE

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Port St. Lucie

121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

as Obligee; hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

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 Construction of the Ravenswood Community Center Project

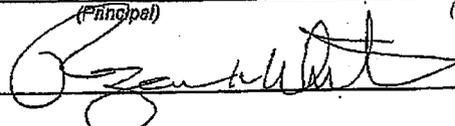
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials 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.

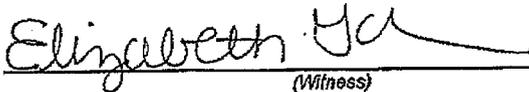
Signed and sealed this 13th day of October, 2011



(Witness)

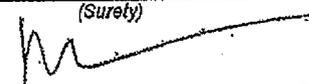
Kast Construction III, LLC.

By:  (Principal) (Seal) VP Finance (Title)



(Witness)

Berkley Regional Insurance Company

By:  (Surety) (Seal) Attorney-in-Fact Brett Rosenhaus (Title)

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Brett Rosenhaus of Nielson & Company, Inc. of Lake Worth, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Twenty Five Million and 00/100 Dollars (\$25,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7 day of April, 2010.

Attest:
By [Signature]
Ira S. Lederman
Senior Vice President & Secretary

Berkley Regional Insurance Company
By [Signature]
Robert P. Cole
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 7 day of April, 2010, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

ELLEN KILLEN
NOTARY PUBLIC
COMMISSION EXPIRES JUNE 30, 2012

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 13th day of October, 2011.

(Seal)

[Signature]
Steven Coward

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Bid Reply Sheet

Bid #20110108

Construction of Ravenswood Community Center Project

1. **COMPANY NAME:** KAST Construction III, LLC

DIVISION OF: _____

PHYSICAL ADDRESS: 701 S. Olive Avenue, Suite 105
West Palm Beach, FL 33401

MAILING ADDRESS: 701 S. Olive Avenue, Suite 105
West Palm Beach, FL 33401

CITY, STATE, ZIP CODE: West Palm Beach, FL 33401

TELEPHONE NUMBER: (561) 689-2910 FAX NO. (561) 689-2911

CONTACT PERSON: David J. DeMay E-MAIL: ddemay@kastbuild.com

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

Is the firm incorporated? Yes-No If yes, in what state? Florida KAST is an LLC

Robert Vail

President

David J. DeMay

Vice President

Treasurer

How long in present business: 7 years How long at present location: 2 years

Is firm a minority business: Yes-No; 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	8/31/2011
#2	9/22/2011
#2a	9/22/2011
#3	9/22/2011
#3a	9/22/2011
#3b	9/22/2011
#3c	9/22/2011
#3d	9/22/2011
#4	9/27/2011
#4a	9/26/2011
#4b	9/27/2011
#5	9/20/2011
#6	10/04/2011
#7	10/04/2011
#8	10/05/2011
#8a re-issued	10/04/2011
#8b re-issued	10/04/2011
#8c	10/03/2011
#8d	10/03/2011
#9	10/05/2011
#9a	10/05/2011
#9b	10/03/2011
#9c	10/03/2011
#9c	10/03/2011
#10	10/06/2011
#10a	10/06/2011
#10b	10/06/2011
#10c	10/06/2011
#10d	10/06/2011
#11	10/06/2011
#12	10/10/2011
#12a	10/07/2011
#13	10/10/2011
#14	10/10/2011
#15	10/10/2011
#16	10/11/2011
#17	10/12/2011
#17a	10/12/2011
#17b	10/12/2011
#18	10/13/2011
#18a	10/13/2011
#19	10/17/2011

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.

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: 0 %

5.3 Bid Reply Sheet Totals from Schedule "A": \$ 5,009,512.44

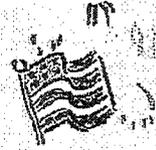
5.4 Number of calendar days for final completion: 365 calendar days.

- The City will base the award by evaluating all the criteria listed in the SEALED BID and use the Bid Items Part 1 and Part 2 prices listed above as the basis for a total bid price.
- The City may award in whole or in part as per the lump sum prices for each category identified on the Bid Reply Sheet.

Balance of page left intentionally blank

BUY AMERICA CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE



COMPLIANCE

The Contractor 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. Contractor 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: KAST Construction III, LLC

Authorized By: David J. Delmay David J. Delmay
(Sign) (Print Name)

Title: Vice President Date: October 20, 2011

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

The Contractor 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;

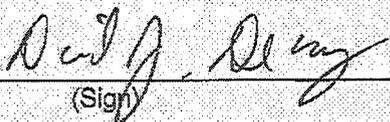
(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public 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 Contractor 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: KAST Construction III, LLC

Authorized By:  David J. DeMay
(Sign) (Print Name)

Title: Vice President Date: October 20, 2011

CERTIFICATION REGARDING LOBBYING

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

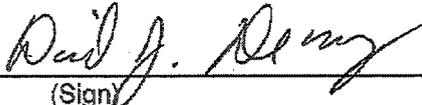
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 or 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 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: KAST Construction III, LLC

Authorized By:  David J. DeMay
(Sign) (Print Name)

Title: Vice President

Date: October 20, 2011

CHECKLIST

Bid #20110108

Construction of the Ravenswood Community Center Project

Name of Bidder: KAST Construction III, LLC

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.

- E-Bid Reply Sheet #20110108 with proper signature and total bid price from Part 1, Part 2 and the alternative parking lot as Part 3.
- 5% Bid Bond scanned and uploaded to Demandstar. The original MUST be mailed within three (3) business days after the opening or the bid will not be considered)
- Drug-Free Workplace Form uploaded to Demandstar.
- E-Bid Reply Excel Spreadsheet "Schedule A" uploaded to Demandstar.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20110108.
- Required W-9 as per Section 1.25.1. Upload to Demandstar.
- Required forms: Non-Collusion Affidavit of Prime Bidder/Proposer; Buy America Certificate of Compliance; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions; Contractor Verification Form; Checklist.
- List of all sub-contractors with required forms for "Certification Regarding Lobbying" and Minority Status Statement. (Use the Questionnaire for the Minority Status providing all sub-contractors are listed).
- Copy of Insurance Certificate in accordance with Section 5 uploaded to Demandstar.
- Copy of all required licenses and certification uploaded to Demandstar.
- Contractor's Questionnaire completed and uploaded to Demandstar.
- Has reviewed the Contract and accept all City Terms and Conditions.
- Five (5) completed Reference Check forms uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

CONTRACTOR'S QUESTIONNAIRE

SEALED BID #20110108

**CONSTRUCTION OF THE
RAVENSWOOD COMMUNITY CENTER PROJECT**

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, Bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this 20th day of October, 2011.

KAST Construction III, LLC
Name of Organization / Proposer

Submitted by: David J. DeMay, Vice President
Name and Title

(If more space is needed, please attach additional sheets.)

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other?
(circle one)

2. If a Corporation answer the following: KAST is an LLC
When incorporated May 14, 2005

In what State Florida

Name of Officers: President
 Robert Vail
 Vice President
 David J. DeMay
 Secretary

Treasurer

3. If a Partnership, answer the following:
Date of organization

General Limited Partnership

Construction of the Ravenswood Community Center Project
Name and address of each partner:

(This is a Word document – add lines if needed)

4. Firm's name and main office address, telephone, fax number, and e-mail address, contact person:
KAST Construction III, LLC
701 S. Olive Avenue
Suite 105
West Palm Beach, Florida 33401
(561) 689-2910
FAX (561) 689-2911
David J. DeMay, Vice President
ddemay@kastbuild.com
5. Firm's previous names (if any) What year(s)
Kolter Construction 1997
6. Area of expertise: General Contracting/Construction Management
7. How many years has your organization been in business? 7
8. Describe organization profile, including the size, range of activities, licenses, etc.

Formed in 2005, **KAST Construction III, LLC (KAST)** is a privately held company. To date, **KAST** has completed over \$256 million of construction, totaling 2.5 million square feet. Our portfolio includes: multi-use/purpose centers, cultural centers, emergency management service centers, office buildings, country clubs, fitness centers, industrial buildings, retail centers, multi-family projects, and hotels. **KAST** has the staff that matches the requirements of your project.

Collectively, our qualifications comprise working with Davis-Bacon Wages and multi-use/purpose centers construction. The project personnel that **KAST** committed to this project have direct experience in preparing and monitoring sub-contractor payrolls, and certifying Davis-Bacon wage contracts. Many of our staff have direct working experience with federally funded projects and understand the reporting, recordkeeping, and responsibilities that these projects require. The City of Saint Lucie will receive the experience, commitment, and expertise from the entire **KAST** team.

KAST is licensed as a General Contractor and qualified to provide all material and services requested in this solicitation. We understand and shall comply with all the laws, rules, and regulations listed. **KAST** carries the appropriate Worker's Compensation Insurance, Comprehensive - General Liability Insurance, and required vehicular insurance. **KAST** is an **EQUAL OPPORTUNITY EMPLOYER**, and is a **Drug Free Work Place**.

KAST's diverse portfolio of Construction Management projects and completed construction projects exemplifies the firm's multi-disciplinary capabilities and effectiveness. Extensive in-house and local area experts provide clients with comprehensive project services. **KAST** is experienced and capable of successfully performing all of the pre-construction, construction management, and construction services from project inception to successful project completion.

Construction of the Ravenswood Community Center Project

Qualifications

KAST has the following qualifications to do this work:

- ✓ Depth of resources
- ✓ Exceptional reputation
- ✓ Management plan and project organization
- ✓ Financial capability
- ✓ Previous experience
- ✓ Innovation and creative problem solving
- ✓ Key personnel committed to the project
- ✓ Quality assurance
- ✓ Local representation

9. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners	5	5	5
b. Managers	8	14	3
c. Supervisors Senior Staff	8	15	6
d. Other Professional Staff	12	40	10
g. Total number of full time personnel	33	74	24

10. What is the construction experience of the principals and supervisory personnel of your organization?

Name	Title	Years of Construction Experience	% of Time to be Spent on City Projects	In What Capacity and With Whom
Robert Vail	President	31	5%	Principal
Eric Plotke	Vice President	33	15%	Project Executive
David DeMay	Vice President	12	5%	Pre-Con
Roger Whitman	Vice President	14	10%	Cost Control

11. Firm's experience with similar contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts.

Similar Projects

- 1) Command Center at Admiral's Cove in Jupiter, Florida- the new Command Center at Admiral's Cove project consists of the demolition of the existing Command Center and general construction of a new building, arm gates, road signage, water fountain, security walls, utilities, entry/exit access road renovations, and associated site grading and landscaping. The design of the Command Center building allows it to withstand a Category 5 Hurricane, and basic wind speed at 190 MPH. This project required construction at a site that had to remain open for active residential traffic, with minimal inconvenience to the residents. **KAST** was able to first re-locate the Command Center to a temporary structure, demolish the old structure, and then begin construction on the new state-of-the-art facility without interfering with the ingress and egress of the residents or interruption of services.
- 2) Frenchman's Creek Fitness and Recreation Center in Palm Beach Gardens, Florida- The project consists of a two story 10,000 SF expansion to Frenchman's existing club house. Phase One of this project created a temporary receiving and loading dock to facilitate the club operation due to the construction process. A 23,000 SF Fitness center addition & renovation offering maximum use of space which allows increased service offerings. The new facility includes a spa, massage rooms, yoga and pilates rooms, workout area, and locker rooms. The stand-alone spa and fitness facility in Palm Beach Gardens, Florida is open 24/7 and offers state-of-the-art equipment, personalized instruction and the latest beauty and spa treatments. **KAST** completed the impressive project in October of 2010.
- 3) Boca West Fitness & Spa in Boca Raton, Florida- In early 2007, Boca West's Management and Club Board selected **KAST** to perform a complete renovation and expansion of the club's amenity package. The project included a complete renovation of the Sports Pavilion and Fitness Center and the construction of a new 62,000 square foot world class Spa. **KAST** completed the project successfully in November of 2008.
- 4) Coral Square Shoppes in Fort Pierce, Florida- Coral Square is a high-profile project for a 165,000 square foot, tilt-wall constructed, retail center in Fort Pierce, Florida. It is the first retail center built in Fort Pierce in over fifteen years.
- 5) London Square in Miami, Florida - The project consists of three tilt-wall constructed, 1-story retail buildings totaling approximately 30,000 sf. in addition to a 64,000 square foot, 3-story office building with Miami Children's Hospital as the anchor tenant

Construction of the Ravenswood Community Center Project

Name	Work Performed
Eric Plotke, Project Executive	<p>As a Principal of KAST Construction, Eric is responsible for constructability reviews, logistics, scheduling, and staff performance on all KAST projects. Eric was the Project Executive responsible for the construction of:</p> <ul style="list-style-type: none"> ◇ Command Center at Admiral's Cove in Jupiter, Florida ◇ Frenchman's Creek Fitness and Recreation Center in Palm Beach Gardens, Florida (New construction and remodeling/renovation) ◇ Boca West Fitness & Spa in Boca Raton, Florida (New construction and remodeling/renovation) ◇ 4001 North Ocean in Delray Beach, Florida (Condominium new construction)
Chandler Aden, Director of Pre-Construction and Estimating	<p>Chandler provides estimating and bid assembly services. He directs the estimating team during the preliminary budget through the final plan and spec pricing. His comprehensive experience in various fields of construction (country clubs, restorations, interiors, commercial, etc.) provides the exceptional working knowledge necessary for accurate pricing and pre-construction services.</p>
Zach Young, Project Manager	<p>As Project Manager, Zach's responsibilities include:</p> <ul style="list-style-type: none"> ◇ Performing comprehensive pre-construction, planning, design, permitting, and development services ◇ Preparing conceptual / pro forma budgets with development team for acquisition activities ◇ Directing business operations in the areas of construction, pre-construction, process improvements, and document control ◇ Overseeing permitting process ◇ Generating master project schedule , perform monthly updates, and forecast projected completion dates utilizing Microsoft Project software ◇ Managing subcontract and supplier buyout process, negotiate all contracts , and approve pay requisitions ◇ Preparing scopes of work for all CSI divisions including mechanical, electrical, plumbing, fire protection, structural, and finish trades ◇ Overseeing site quality control and safety programs ◇ Performing site inspections on a continual basis to verify that all work is in compliance with the contract documents <p>Zach completed many projects with similar requirements to the Ravenswood Community Center.</p>

Construction of the Ravenswood Community Center Project

<p>Matt Still, Assistant Project Manager</p>	<p>Matt was the Assistant Project Manager for both the Admiral's Cove Command Center project and the Boca West Fitness & Spa Project.</p> <ul style="list-style-type: none"> • Assisted Project Manager in planning work schedule, updating project schedule, and arranging for assignment of project personnel. • Assisted in the coordination of project personnel activities to insure project progresses on schedule and within prescribed budget. • Advised Project Manager of potential problems, work interference's, schedule difficulties. Assists in circumventing/resolving such problems as required. • Composed and/or edit letters, memos, reports, and procedures as required. • Oversaw and/or processed day-to-day administrative items (i.e., Purchase Orders and financial reports.) per supervisor's authorization. • Prepared special reports, studies, timesheets, and statistical analysis per supervisor's request. (Items usually required research, development and/or interpretation of data and performed with little supervision or instruction.) • Performed additional assignments per supervisor's direction.
<p>Jay Matthews, Superintendent</p>	<p>Jay performed as Project superintendent for many projects with similar requirements to the Ravenswood Community Center.</p> <ul style="list-style-type: none"> • Coordinates and supervises all construction activities. • Directs all field personnel to achieve completion of the project on schedule, within budget, with quality workmanship that conforms to original plans and specifications. • Maintains construction schedule, identifies and solves problems. • Orders materials and schedules inspections as necessary throughout the process. • Understands the project plans and specifications • Maintains positive relationships with customers, contractors, suppliers and other employees. • Prepares, schedules, and supervises completion of a final punch list. • Promotes job site safety, encourages safe work practices and rectifies job site hazards immediately. • Ensures all company employees and contractors are adhering to the company safety policy. • Maintains an organized job site, including the construction office.

Construction of the Ravenswood Community Center Project

12. Provide an organizational chart identifying relationship of entity and sub-contractors (if any) and the role description of key personnel proposed.

Ravenswood Community Center Project Organizational Chart



Construction of the Ravenswood Community Center Project

13. State your firm's commitment to perform in a timely fashion:

KAST has seasoned general contractors and construction managers who will deliver your project **On Time and Within Budget**. **KAST** will perform and deliver the construction of the Ravenswood Community Center in a timely fashion.

14. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads
Eric Plotke, Project Executive	Eric will be responsible for constructability reviews, logistics, scheduling, and staff performance of the Ravenswood project. KAST will commit 50% of his time for the Ravenswood project.
Chandler Aden, Director of Pre-Construction and Estimating	As Director of estimating, KAST will commit 50% of his time for the Ravenswood Pre-Construction Phase of the project.
Zach Young, Project Manager	Currently completing new construction at 4001 North Ocean Condominium. Upon award/project start-up, KAST will commit 100% of his time to the Ravenswood Community Center.
Matt Still, Assistant Project Manager	Currently completing construction of the new Command Center at Admiral's Cove. Upon award/project start-up, KAST will commit 100% of his time to the Ravenswood Community Center.
Jay Matthews, Superintendent	Currently completing construction and renovation at Bath & Tennis Club. Upon award/project start-up, KAST will commit 100% of his time to the Ravenswood Community Center.

15. State your firm's ability to meet budget and schedule:

KAST's staff of professionals prepares the schedules and provides them to the Owner in monthly reports. **KAST** is proud that our staff is well-versed in construction means and methods and enjoys the support of advanced information technologies. **KAST** uses multiple computer-generated programs for schedules, information management, and cost accounting. **KAST** has the ability to meet the budget and schedule for the construction of the Ravenswood Community.

KAST utilizes the Critical Path Method to detail, coordinate and sequence all activities by all participants in the construction of the project. From this detail, the activities, which formulate and structure the actual critical path, are made clearly known so that they can be given the paramount level of importance that they demand. Monitored daily and updated on a weekly basis throughout the construction of the project, **KAST's** schedules accurately reflect the services performed, the work accomplished, and the work to be accomplished.

The Master Schedule establishes its matrix to meet the major activities and milestone objectives derived for the project, helping to guide the development of each of the appropriate and related sub-schedules. Such planning and subsequent scheduling accommodates the various phases of the project delivery processes, including the:

- Estimating, Budgeting and Bid Packaging
- Trade Proposal Solicitation
- Purchasing and Procurement Phases
- Subsequent procedures dedicated to Submittals, Shop Drawings and Associated Approvals
- Hard Construction Phase, dedicated to the management and sequencing of all the interconnected work of the numerous trades and suppliers
- Latter phases, encompassing Project Occupancy, Building Turnover, and Post-Construction Phase obligations

16. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

As a standard business practice, **KAST** uses the Value Engineering process for all of our construction projects. Led by our team of experts **KAST** offers state-of-the art value engineering services to reduce costs and increase construction efficiencies. Value Engineering (VE) is a systematic, functional, and creative analysis of a construction requirement to achieve the best functional combination of cost, reliability, and performance, over the life-cycle of products, systems, equipment, facilities, services, and supplies. Working in conjunction with the owner and design firm, **KAST** analyzes a project or design and provides ideas to save money in areas such as construction as well as long-term maintenance costs. Drawing on our extensive experience, we are able to determine cost-saving methods that are highly specific to our client's project, including simplifying the construction process and using alternative materials and equipment.

As a result of Value Engineering, **KAST** recommended changes to the owners in the following areas;

- Lighting Fixture Packages
- Occupancy Sensor Systems
- Types of Duct Work and Insulation
- Roofing Systems
- Window Paint Finishes and Suppliers
- Flooring Selections
- Millwork Species
- Structural Systems
- EIFS vs. Cast Stone
- Plumbing Fixture Selections
- Casework
- EMS Systems
- Lightning Protection
- Electrical Switchgear vendors
- HVAC Equipment Manufacturers
- Elevator Equipment

Construction of the Ravenswood Community Center Project

17. Identify any and all sub-contractor(s) that will be involved, including address(s) and a description of qualification(s). Must include a Standard Form-LLL "Disclosure Form to Report Lobbying" with each sub-contractor listed.

Name & Address	Years of experience	Is firm a Minority Business?
See attached list		

(This is a Word document – add lines if needed)

18. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

No, KAST qualifies as a responsible contractor, has not refused to enter into a contract after an award has been made, has not been in default of a contract, or failed to complete a contract or been assessed liquidated damages in the past five years.

(This is a Word document - add lines if needed)

19. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes () No (X)

If yes, please explain:

20. List any lawsuits / litigations pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

KAST Construction III, LLC has one (1) pending lawsuit where **KAST** is the defendant, and a Subcontractor (Summers Fire Sprinkler), is the Plaintiff. The Sub caused over 1 million in damage to a large project; Kast offset the balance of their contract (approx. \$120K) against the damage claim. The plaintiff is suing for non-payment alleging they were not solely at fault. The case is in the discovery phase.

(N/A is not an answer - list all litigation history. Add lines if needed)

21. List any judgments from lawsuits in the last five (5) years:

Construction of the Ravenswood Community Center Project
KAST has no judgments

(N/A is not an answer - list all judgments. Add lines if needed)

22. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

KAST has no criminal violations or convictions to list.

(N/A is not an answer - list all violations and/or convictions. Add lines if needed)

23. Is firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes () No (X)

If "Yes" was checked, include a copy of certificate with bid.

24. Has the Proposer obtained a Payment & Performance Bond within the last five (5) years?

Yes (X) No ()

If "Yes" was checked, state the bonding capacity of the firm. \$60 Million

25. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities.

(This is a Word document – add information here)

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

Witnesses:

If Partnership:

[Signature]
[Signature]
[Signature]
[Signature]

Print Name of Firm

By: _____
(General Partner)

If Corporation: LLC
KAST Construction III, LLC
Print Name of Corporation

If Individual:

By: Paul J. Deary
Vice (President)

Signature

Attest: [Signature]

(Secretary)

Print Name

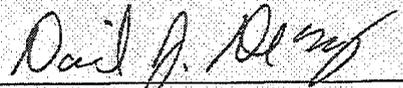
(CORPORATE SEAL)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that
KAST Construction III, LLC 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

October 20, 2011

Date

SEALED E-BID #20110108

RAVENSWOOD PROJECT

CITY COMMUNITY CENTER & GYM / IRSC BUILDING
420 & 450 SW RAVENSWOOD LN
PORT ST. LUCIE, FL 34983

HARVEY KOEHNEN ARCHITECT

A.C. SQ. CITY BUILDING UNDER AIR :
 FT. 24,771

A.C. SQ. IRSC BUILDING UNDER AIR:
 FT. 10,981

All line items are based on the construction plans associated with this project.

All kitchen equipment and computer/audio/visual equipment that may be listed on the construction plans will be purchased by the City. They may be listed for informational purposes only.

COMPANY NAME: Kast Construction, Inc.

ITEM	DESCRIPTION	QTY	Unit of Measure	Unit Cost	Total
PART 1					
GENERAL CONDITIONS, SITE WORK & COMMUNITY CENTER / GYM					
	INDEMNIFICATION FEE	1	LS	\$10.00	\$10.00
1	01- GENERAL CONDITIONS	1	LS	\$540,534.23	\$540,534.23
2	02- SITEWORK	1	LS	\$524,044.95	\$524,044.95
3	FURNISH & INSTALL CONCRETE PAVEMENT- DRIVEWAY / PARKING LOT	1	LS	\$287,063.40	\$287,063.40
4	03- CONCRETE-COMMUNITY CENTER/GYM	1	LS	\$820,868.10	\$820,868.10
5	04- MASONRY-COMMUNITY CENTER/GYM	1	LS	\$19,500.00	\$19,500.00
6	05- METALS-COMMUNITY CENTER/GYM	1	LS	\$24,180.00	\$24,180.00
7	06- WOOD/PLASTIC-COMMUNITY CENTER/GYM	1	LS	\$49,394.77	\$49,394.77
8	07- THERMAL / MOISTURE PROT.- COMMUNITY CENTER/GYM	1	LS	\$251,827.88	\$251,827.88
9	08- DOORS/WINDOW/GLASS-COMMUNITY CENTER/GYM	1	LS	\$91,521.30	\$91,521.30
10	09- FINISHES-COMMUNITY CENTER/GYM	1	LS	\$273,458.74	\$273,458.74
11	10- SPECIALTIES-COMMUNITY CENTER/GYM	1	LS	\$26,114.40	\$26,114.40
12	11- EQUIPMENT-COMMUNITY CENTER/GYM:	1	LS	\$0.00	\$0.00
13	13- SPECIAL CONSTRUCTION-COMMUNITY CENTER/GYM:	1	LS	\$23,100.00	\$23,100.00
14	15- MECHANICAL-COMMUNITY CENTER/GYM	1	LS	\$537,175.82	\$537,175.82
15	16- ELECTRICAL-COMMUNITY CENTER/GYM	1	LS	\$441,500.00	\$441,500.00
16	RAVENSWOOD CENTER / GYM	TOTAL PART 1			\$3,910,293.58

PART 2

BREEZEWAY AND IRSC BUILDING

17	03- CONCRETE-CLASSROOM WING IRSC	1	LS	\$153,608.33	\$153,608.33
18	04- MASONRY-CLASSROOM WING IRSC	1	LS	\$54,066.68	\$54,066.68
19	05- METALS-CLASSROOM WING IRSC	1	LS	\$97,373.25	\$97,373.25
20	06- WOOD/PLASTIC-CLASSROOM WING IRSC	1	LS	\$29,576.24	\$29,576.24
21	07- THERMAL / MOISTURE PROT.- CLASSROOM WING IRSC	1	LS	\$120,946.80	\$120,946.80
22	08- DOORS/WINDOW/GLASS-CLASSROOM WING IRSC	1	LS	\$54,935.40	\$54,935.40
23	09- FINISHES-CLASSROOM WING IRSC	1	LS	\$186,435.11	\$186,435.11
24	10- SPECIALTIES-CLASSROOM WING IRSC	1	LS	\$13,379.93	\$13,379.93

25	12- FURNISHINGS-CLASSROOM WING IRSC:	1	LS	\$0.00	\$0.00
26	15- MECHANICAL-CLASSROOM WING IRSC	1	LS	\$251,297.13	\$251,297.13
27	16- ELECTRICAL-CLASSROOM WING IRSC	1	LS	\$137,600.00	\$137,600.00
	SUBTOTAL				
28	TOTAL PART 2 CLASSROOM WING IRSC				\$1,099,218.87
29	GRAND TOTAL PART 1 + PART 2				\$5,009,512.44
	PART 3 / ALTERNATIVE # 1 (ADDITIVE/DEDUCTIVE)				
	02- SITEWORK- COMMUNITY CENTER/GYM ALT #1				
30	FURNISH AND INSTALL ASPHALT PAVEMENT - DRIVEWAY / PARKING LOT (ADD. / DEDUCT.)	1	LS	\$27,118.71	\$27,118.71
31	TOTAL PART 3 ALTERNATIVE #1 ASPHALT DRIVE / PARKING				\$27,118.71

NOTE - We have carried site cast tilt panels that will match the same layout and configuration as the Engineer of Records design. The tilt panels will meet the specified wind loads and will meet the same aesthetic look. However, we will be utilizing our own formwork in lieu of the formwork mentioned in Addendum #12.



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

PLOTKE, ERIC JOSEPH
KAST CONSTRUCTION III LLC
1601 FORUM PLACE SUITE 805
SUITE 805
WEST PALM BEACH FL 33401

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

DETACH HERE

AC 5024301

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQUENCE 00010600646

DATE	BATCH NUMBER	LICENSE NBR
07/06/2010	107000151	CCC051920

The GENERAL CONTRACTOR named below IS CERTIFIED under the provisions of Chapter 489, F.S.
Expiration date: AUG 31, 2012

PLOTKE, ERIC JOSEPH
KAST CONSTRUCTION III LLC
1601 FORUM PLACE SUITE 805
SUITE 805
WEST PALM BEACH FL 33401



CHARLIE CRIST
GOVERNOR

CHARLIE LILEM
INTERIM SECRETARY

**CITY OF PORT ST. LUCIE
BUILDING DEPARTMENT
COMPUTER SERVICE MEMBER
EXPIRE: 09/30/12**

111024

PLOTKE, ERIC
KAST CONSTRUCTION INC
701 S OLIVE AVE #105 LT
WEST PALM BEACH, FL 33401

SIGNATURE _____

GENERAL CONTRACTOR

FL#: CGC051920

PSL12*11303

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER

Sealed Bid #20110108

State of Florida

County of Palm Beach

David J. DeMay, being first duly sworn, disposes and says that: (Name/s)

1. They are David J. DeMay, Vice President of KAST Construction III, LLC the Bidder that has submitted the attached bid/PROPOSAL;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid/PROPOSAL;
3. Such Bid/Proposal is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder/Proposer 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 Proposer, 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 Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

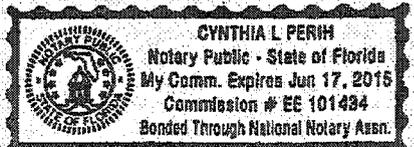
(Signed) David J. DeMay
 (Title) Vice President

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

The foregoing instrument was acknowledged before me this 10/14/11 (Date)

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

Cynthia Perik
 Notary (print & sign name)
 Commission No. _____



Bid #20110108

Construction of the Ravenswood Community Center Project
 CITY OF PORT ST LUCIE
 121 SW Port St. Lucie Boulevard
 Port St. Lucie, Florida, 34984
 772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20110108

Title: Construction of the Ravenswood Community Center Project

Bidder: KAST Construction III, LLC

Reference: Coral Square Fax #: (954) 603-0542

Email: richard@TulepanManagement.com Telephone #: (954) 531-5388 (mobile)

Person to contact: Rick Bittner

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please 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 Contractor.
Construction of Phase 1 of a Commercial Retail Center, The Coral Square Shoppes. The project was 44,000 sqft of new retail space which included demolition of existing underground utilities, installation of all new underground utilities, construction of two buildings. Work also performed a full finishing to out build-out of same retail building as part of the project.

Was the project completed on time and within budget? *Project was completed one month ahead of schedule & under budget*

What was the project completion date? *5/20/11*

How many projects has this vendor completed for you within the past 5 years? *8*

What problems were encountered (claims)? *None*

How many change orders were requested by this Contractor?
2-3 due to unforeseen existing conditions on site

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 Contractor again? Yes No Maybe

Comments: *Kast Construction III, LLC is an extremely efficient and professional company. Every project that I have worked with Kast has been delivered on time and within the budget, it met Thank you. ahead of schedule and under budget.*

For OMB Use Only	
Reference Checked	
Clerk Checked	

Fax to 772-871-7337

Construction of the Ravenswood Community Center Project
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20110108	
Title: Construction of the Ravenswood Community Center Project	
Bidder: <u>KAST Construction III, LLC</u>	
Reference: <u>Boca West Fitness & Spa</u>	Fax #: <u>561-451-0127</u>
Email: <u>jdbwcc@aol.com</u>	Telephone #: <u>561-488-6937</u>
Person to contact: <u>Mr. Jay DiPietro, President and General Manager of Boca West Country Club</u>	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please 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 Contractor.
*Construction of a 62,000 SF World Class Spa, along with
The renovation of our Sports & Fitness Center*

Was the project completed on time and within budget? *Yes*
What was the project completion date? *November 2008*
How many projects has this vendor completed for you within the past 5 years? *2*

What problems were encountered (claims)? *None*

How many change orders were requested by this Contractor? *Minimal. Change Orders were
due to Govt. Changes, Design Changes & Owner requests*

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 Contractor again? Yes No Maybe

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Construction of the Ravenswood Community Center Project
 CITY OF PORT ST LUCIE
 121 SW Port St. Lucie Boulevard
 Port St. Lucie, Florida, 34984
 772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20110108

Title: Construction of the Ravenswood Community Center Project

Bidder: KAST Construction III, LLC

Reference: Admiral's Cove Command Center Fax #: (361) 746-9903

Email: Andrew.Greenfield@admiralscovepoa.com Telephone #: (561) 746-7769

Person to contact: Andrew Greenfield, General Manager/COO

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please 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 Contractor. Build A CATERING 5 GUMBO HOUSE WHICH IS LOCATED L/IN A VERY BUSY ENTRANCE TO THE COMMUNITY. INCLUDES IN THE PROJECT IS THE ADDITION OF 2 LANES OF TRAFFIC

Was the project completed on time and within budget? NOT YET COMPLETE, BUT LOOKING LIKE IT WILL

What was the project completion date? NOV 22, 2011

How many projects has this vendor completed for you within the past 5 years? THIS WILL BE THE FIRST

What problems were encountered (claims)? NONE SO FAR

How many change orders were requested by this Contractor? NONE TO THIS POINT THAT COULD BE ATTRIBUTABLE TO THEMSELVES. IT WAS MORE B/C OF THE ARCHITECTS

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>NOT FINISHED</u>
Qualifications	<u>10</u>	Cooperation	<u>10</u>
Budget Control	<u>10</u>	Reliability	<u>10</u>

Would you contract with this Contractor again? Yes No Maybe

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	



Construction of the Ravenswood Community Center Project
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20110108

Title: Construction of the Ravenswood Community Center Project

Bidder: KAST Construction III, LLC

Reference: Frenchman's Creek Fitness and Recreation Center Fax #: 561-622-8891

Email: agoswami@frenchmancreek.com Telephone #: 561-775-6400 extension 372

Person to contact: Mr. Achal Goswami, COO/Executive Director

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please 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 Contractor.

*ADDED TWO STORIES TO BACK HOUSE - LOADING DOCK, WINE STORAGE - RECEIVING OFFICE & STORAGE AND SECOND FLOOR EMBROIDERY CAPSULES + H.R. OFFICE
Added 20,000 Sq Ft to FITNESS FACILITY, with gym, steam rooms & SAUNAS*

Was the project completed on time and within budget? Yes

What was the project completion date? 15 Oct 2010

How many projects has this vendor completed for you within the past 5 years? 1

What problems were encountered (claims)? NONE

How many change orders were requested by this Contractor? ALL CHANGE ORDERS WERE REQUESTED BY OWNER, CITY INSPECTOR OR UTILITY COMPANY.

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 Contractor again? Yes No Maybe

Comments:

Thank you.

RAY CASTO
OWNER Rep.
FRENCHMAN'S CREEK Bch & COO Arts Club
561-723-6334

For OMB Use Only	
Reference Checked	
Clerk Checked	

Bid #20110108

RCASTO@FRENCHMANSCREEK.COM

Construction of the Ravenswood Community Center Project
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20110108	
Title: Construction of the Ravenswood Community Center Project	
Bidder: <u>KAST Construction III, LLC</u>	
Reference: <u>London Square</u>	Fax #: _____
Email: <u>jwilliams@woolbright.net</u>	Telephone #: <u>(954) 401-8437 (mobile)</u>
Person to contact: <u>Jack Williams, Vice President of Operations</u>	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please 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 Contractor.

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)?

How many change orders were requested by this Contractor?

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 Contractor again? Yes [] No [] Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Construction of the Ravenswood Community Center Project
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20110108	
Title: Construction of the Ravenswood Community Center Project	
Bidder: <u>KAST Construction III, LLC</u>	
Reference: <u>Frenchman's Creek Fitness and Recreation Center</u>	Fax #: <u>561-622-8891</u>
Email: <u>agoswami@frenchmanskreek.com</u>	Telephone #: <u>561-775-6400 extension 372</u>
Person to contact: <u>Mr. Achal Goswami, COO/Executive Director</u>	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please 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 Contractor.

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)?

How many change orders were requested by this Contractor?

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 Contractor again? Yes [] No [] Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Construction of the Ravenswood Community Center Project

17. Identify any and all sub-contractor(s) that will be involved, including address(s) and a description of qualification(s). Must include a Standard Form-LLL "Disclosure Form to Report Lobbying" with each sub-contractor listed.

Name & Address	Years of experience	Is firm a Minority Business?
JH McGregan & Sons, Inc. 940 NE Industrial Blvd Jensen Beach, FL 34957	30	No
East Coast Metal Structures, Corp. 1030 Wallace Drive, Unit C Delray Beach, FL 33444	27	No
Cherokee Glass & Mirror 2200 4 th Avenue North, Suite #1 Lake Worth, FL 33461	14	Yes
Titus Construction Group 401 E. Las Olas Blvd., Suite 1400 Ft. Lauderdale, FL 333301	3	No
Petersen Dean 1011 Fairfield Drive West Palm Beach, FL 33407	27	No
First String Fire Protection, Inc. 4150 Dow Road, Suite 104 Melbourne, FL 32934	31	No
Ameritech Plumbing, Inc. 11733 S.W. Citrus Blvd Palm City, FL 34990	21	No
Pride Electrical Services of Florida 847 South Kings Highway Building 104-B Fort Pierce, FL 34954	39	No

(This is a Word document – add lines if needed)

CERTIFICATION REGARDING LOBBYING

The undersigned 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.*)]
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[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure or 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 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: Titus Construction Group, Inc.

Authorized By:  William J. Hassel
(Sign) (Print Name)

Title: President Date: October 20, 2011

Construction of the Ravenswood Community Center Project

CERTIFICATION REGARDING LOBBYING

The undersigned 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.
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[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]

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Company Name: Pride Electrical Services of FL

Authorized By: Betty Pride (Sign) Betty Pride (Print Name)

Title: Owner Date: 10/20/11

CERTIFICATION REGARDING LOBBYING

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

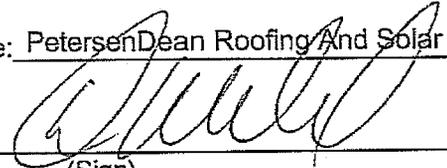
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.
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Company Name: PetersenDean Roofing And Solar Systems Inc.

Authorized By:  David Wikel
(Sign) (Print Na-me)

Title: Vice President Date: 10/19/2011

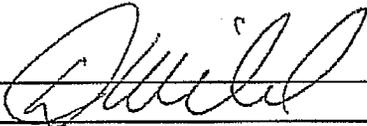
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): Not Applicable	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <div style="text-align: center; font-size: 2em; font-family: cursive;">  </div>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>David Wikel</u> Title: <u>Vice President</u> Telephone No.: <u>561.721.9921</u> Date: <u>10/19/2011</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

17. Identify any and all sub-contractor(s) that will be involved, including address(s) and a description of qualification(s). Must include a Standard Form-LLL "Disclosure Form to Report Lobbying" with each sub-contractor listed.

Name & Address	Years of experience	Is firm a Minority Business?
Not Applicable		

(This is a Word document – add lines if needed)

Construction of the Ravenswood Community Center Project
CERTIFICATION REGARDING LOBBYING

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

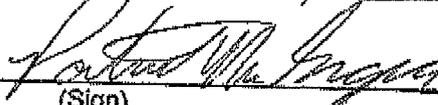
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.
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[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 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: J.H. McGregan & Sons Inc

Authorized By:  Patrick McGregan
 (Sign) (Print Name)

Title: Vice President Date: 10/19/11

Construction of the Ravenswood Community Center Project
CERTIFICATION REGARDING LOBBYING

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Company Name: First-String Fire Protection, Inc.

Authorized By:  James C. Knoblock
(Sign) (Print Name)

Title: pfs. Date: 10-19-11

Construction of the Ravenswood Community Center Project

CERTIFICATION REGARDING LOBBYING

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Company Name: East Coast Metal Structures, Inc.

Authorized By:  Daymon Almon
(Sign) (Print Name)

Title: Vice President Date: 11/20/11

Construction of the Ravenswood Community Center Project

CERTIFICATION REGARDING LOBBYING

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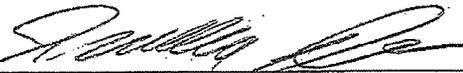
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Company Name: Cherokee Glass

Authorized By:  Phillip Reynolds
(Sign) (Print Name)

Title: President Date: 10/11/11

Construction of the Ravenswood Community Center Project
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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 or 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 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 2301, *et seq.*, apply to this certification and disclosure, if any.

Company Name: AMERI-TECH PLUMBING, INC

Authorized By:  Mark D. White
(Sign) (Print Name)

Title: PRESIDENT Date: 10/11/11

Form **W-9**

(Rev. January 2002)

Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or Type
See Specific Instructions on page 2.

Name

KAST Construction III, LLC

Business name, if different from above

Individual/ Sole
Proprietor

Corporation Partnership Other

Exempt from backup
withholding

Check appropriate box:

Address (number, street, and apt. or suite no.)

701 S. Olive Ave Suite 105

City, state, and ZIP code.

West Palm Beach, Fl 33401

List Account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN) **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN on page 2.**

Social Security number

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Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Employer identification number

2	0	4	6	5	0	6	5	9
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Part II Certification

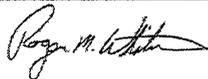
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

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

Sign
Here

Signature of
U.S. person ▶



Date ▶

1/18/2011