PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13C
DATE 3/12/12

Meeting Date: March 12, 2012

Public Hearing ____ Ordinance ____ Resolution ____ Motion _X_

Item: St. Lucie North Drainage Improvement Project, Contract #20120008, Melvin Bush Construction, Inc.

Recommended Action:

Approval to enter into a Fixed Price Contract with Melvin Busch Construction, Inc. for the prices submitted on their Bid Reply Sheet, in the amount of $1,817,095.91 which includes an Indemnification Fee of $10.00. The contract period will be two-hundred forty (240) calendar days for completion of the project, March 19, 2012 through November 12, 2012.

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

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

Copies of the Bid tabulation Report, Specifications including contract, and the submitted Bid Replies.

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 non-responsive.

Summary Explanation/Background Information:

The need for the above is: City street culvert upgrades, canal vegetation cleaning, slope repairs, water control structure improvements, a new detention pond, sidewalk replacement, and other needed associated work. There were eight (8) bid replies with only five (5) that were responsive; responsible.

Purchase (x) is ( ) is not a replacement

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

Expenditure: $ $1,817,095.91 (FEMA 75%/City 25%)

Department requests expenditure from the following:

Fund	401	Stormwater
Cost Center	4126	Street & Drainage
Object Code	534000	Other Contractual Services
Project	Y1123	HMGP Grant-St Lucie N Canals

Director of OMB concurs with award: _____

City Manager concurs with award: _____

Department requests ___-0-__ minutes to make a presentation.

Submitted by: *Patricia Roebling*
Title: City Engineer

Date Submitted: 3/5/12

RECEIVED
MAR 06 2012
City Manager's Office

CITY OF PORT ST. LUCIE

Engineering Department

Accredited Agency – American Public Works Association

"A City for All Ages"

MEMORANDUM

TO: CHERYL SHANABERGER –DEPUTY DIRECTOR OF OMB

THRU: JAMES E. ANGSTADT, P.E., CIVIL ENGINEER

FROM: LARRY NADEAU, PROJECT MANAGER

DATE: MARCH 2, 2012

RE: ST. LUCIE NORTH DRAINAGE IMPROVEMENT PROJECT
MELVIN BUSH CONSTRUCTION, INC. CONTRACT #20120008
RECOMMENATION OF AWARD

The St. Lucie North Drainage Improvement Project is being supported in part by a grant received from the Federal Emergency Management Agency (FEMA). The work includes street culvert upgrades, canal vegetation cleaning, slope repairs, water control structure improvements, a new detention pond, sidewalk replacement, and other associated work. FEMA is funding 75% of the project costs with a 25% cost match by the City of Port St. Lucie.

Bids for this project were received on February 14, 2012 with eight contractors submitting proposals. Attached, please find a bid tabulation report which summarizes the bid proposals provided. The Engineering Department has reviewed the bid documents and bid tabulation report and we recommend that Melvin Bush Construction, Inc. be awarded the St. Lucie North Drainage Improvement Project contract with a bid of $1,817,095.91

We hereby request that this award recommendation be scheduled for the next available City Council meeting for their review and consideration. This contract is funded by Acct. No. 401-4126-534000-Y1123. If you have any questions or require additional information, please do not hesitate to contact me.

/ln

c: Jesus Merejo, Utility Systems Director
Patricia Roebling, P.E., City Engineer
Kimberly Graham, P.E., Assistant City Engineer
Dave Pollard, Director of OMB
Sue Walsh, Manager-Operations

121 S.W. Port St. Lucie Boulevard • Port St. Lucie, FL 34984-5099 • 772/871-5177 • 772/871-5100
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TDD Line • 772/344-4222

CITY OF PORT ST. LUCIE
ST. LUCIE NORTH
DRAINAGE BASIN IMPROVEMENTS
SB #20120008 Bid Tabulation Report

					CLOSE CONSTRUCTION , LLC		MELVIN BUSH CONSTRUCTION		FELIX ASSOCIATES OF FLORIDA, INC.		RIC-MAN INTERNATIONAL		GIBBS & REGISTER, INC.	
		Company Name:>>												
		SCHEDULE 1 - STRUCTURE 8-01												
LINE	ITEM	DESCRIPTION	PER	QTY	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL
		GENERAL ITEMS												
1	101-1	MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00	$ 2,000.00	$ 2,000.00	$ 35,400.00	$ 35,400.00	$ 13,000.00	$ 13,000.00	$ 22,000.00	$ 22,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 7,800.00	$ 7,800.00	$ 1,800.00	$ 1,800.00	$ 7,000.00	$ 7,000.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	55	$ 8.00	$ 440.00	$ 12.00	$ 660.00	$ 8.20	$ 451.00	$ 8.80	$ 484.00	$ 43.00	$ 2,365.00
4	104-13-1	STAKED SILT FENCE	LF	395	$ 1.00	$ 395.00	$ 1.25	$ 493.75	$ 0.75	$ 296.25	$ 0.90	$ 355.50	$ 1.00	$ 395.00
5	110-1-1	CLEARING & GRUBBING (INCLUDES SELECTIVE C&G)	LS	1	$ 5,200.00	$ 5,200.00	$ 5,800.00	$ 5,800.00	$ 18,990.00	$ 18,990.00	$ 13,000.00	$ 13,000.00	$ 4,200.00	$ 4,200.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 2,000.00	$ 2,000.00	$ 2,100.00	$ 2,100.00	$ 1,110.00	$ 1,110.00	$ 1,100.00	$ 1,100.00	$ 2,700.00	$ 2,700.00
		Total for General Items	–	–	–	$ 29,535.00	–	$ 13,553.75	–	$ 64,047.25	–	$ 29,739.50	–	$ 38,660.00
		ROADWAY AND DRAINAGE												
7	120-6	EMBANKMENT (FILL)	CY	400	$ 9.35	$ 3,740.00	$ 13.00	$ 5,200.00	$ 5.30	$ 2,120.00	$ 6.60	$ 2,640.00	$ 15.00	$ 6,000.00
8	400-1-2	CLASS 1 CONCRETE (ENDWALLS)	CY	33	$ 980.00	$ 32,340.00	$ 1,917.00	$ 63,261.00	$ 1,300.00	$ 42,900.00	$ 870.00	$ 28,710.00	$ 1,750.00	$ 57,750.00
9	430-94-5	DESILTING PIPE (61" OR GREATER)	LF	464	$ 7.90	$ 3,665.60	$ 6.00	$ 2,784.00	$ 11.35	$ 5,266.40	$ 9.50	$ 4,408.00	$ 9.00	$ 4,176.00
10	530-78	RIPRAP - ARTICULATING BLOCK	SY	200	$ 140.00	$ 28,000.00	$ 134.00	$ 26,800.00	$ 131.00	$ 26,200.00	$ 90.00	$ 18,000.00	$ 109.00	$ 21,800.00
11	550-10-22	FENCING (TYPE 'B') (5.1'-6.0') (STANDARD)(Remove/Replace)	LF	81	$ 14.75	$ 1,194.75	$ 30.25	$ 2,450.25	$ 27.00	$ 2,187.00	$ 17.00	$ 1,377.00	$ 81.00	$ 6,561.00
12	999-99-99	MANATEE GRATE (ALUMINUM) (72" DIA OPENING)	EA	4	$ 3,000.00	$ 12,000.00	$ 1,962.00	$ 7,848.00	$ 2,300.00	$ 9,200.00	$ 2,900.00	$ 11,600.00	$ 3,000.00	$ 12,000.00
13	999-99-98	MANATEE PROTECTION ACTIVITIES & SIGNAGE	LS	1	$ 750.00	$ 750.00	$ 150.00	$ 150.00	$ 650.00	$ 650.00	$ 3,800.00	$ 3,800.00	$ 4,200.00	$ 4,200.00
		Total for Roadway and Drainage	–	–	–	$ 81,690.35	–	$ 108,493.25	–	$ 88,523.40	–	$ 70,535.00	–	$ 112,487.00
		PLANTING & GRASSING												
14	575-1	SODDING	SY	600	$ 2.00	$ 1,200.00	$ 3.15	$ 1,890.00	$ 2.60	$ 1,560.00	$ 2.90	$ 1,740.00	$ 5.00	$ 3,000.00
15	599-999	IRRIGATION REPAIR ALLOWANCE	ALLOW	1	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
		Total for Planting and Grassing	–	–	–	$ 2,700.00	–	$ 3,390.00	–	$ 3,060.00	–	$ 3,240.00	–	$ 4,500.00
		SCHEDULE 1 SUB-TOTAL	–	–	–	**$113,925.35**	–	**$125,437.00**	–	**$155,630.65**	–	**$103,514.50**	–	**$155,647.00**
		SCHEDULE 2 - C-108 CANAL CLEARING & REGRADING												
		GENERAL ITEMS												
1	101-1	MOBILIZATION	LS	1	$ 7,500.00	$ 7,500.00	$ 2,000.00	$ 2,000.00	$ 9,470.00	$ 9,470.00	$ 4,400.00	$ 4,400.00	$ 22,000.00	$ 22,000.00

2	104-13-1	STAKED SILT FENCE	LF	4,250	$ 1.00	$ 4,250.00	$ 1.25	$ 5,312.50	$ 0.75	$ 3,187.50	$ 0.90	$ 3,825.00	$ 1.00	$ 4,250.00
3	110-1-1	CLEARING & GRUBBING (INCLUDES SELECTIVE C&G)	LS	1	$ 17,000.00	$ 17,000.00	$ 51,750.00	$ 51,750.00	$ 12,080.00	$ 12,080.00	$ 4,800.00	$ 4,800.00	$ 38,000.00	$ 38,000.00
		Total for General Items	--	--	--	$ 28,750.00	--	$ 59,062.50	--	$ 24,737.50	--	$ 13,025.00	--	$ 64,250.00
		PLANTING & GRASSING												
4	575-1	SODDING	SY	7,000	$ 1.80	$ 12,600.00	$ 3.15	$ 22,050.00	$ 2.60	$ 18,200.00	$ 3.30	$ 23,100.00	$ 3.00	$ 21,000.00
		Total for Planting and Grassing	--	--	--	$ 12,600.00	--	$ 22,050.00	--	$ 18,200.00	--	$ 23,100.00	--	$ 21,000.00
		SCHEDULE 2 SUB-TOTAL	--	--	--	**$41,350.00**	--	**$81,112.50**	--	**$42,937.50**	--	**$36,125.00**	--	**$85,250.00**
		SCHEDULE 3 - C-108 CANAL DETENTION AREA 1												
		GENERAL ITEMS												
1	101-1	MOBILIZATION	LS	1	$ 15,000.00	$ 15,000.00	$ 2,000.00	$ 2,000.00	$ 10,260.00	$ 10,260.00	$ 3,000.00	$ 3,000.00	$ 22,000.00	$ 22,000.00
2	104-13-1	STAKED SILT FENCE	LF	1,195	$ 1.00	$ 1,195.00	$ 1.25	$ 1,493.75	$ 0.75	$ 896.25	$ 1.10	$ 1,314.50	$ 1.00	$ 1,195.00
3	110-1-1	CLEARING & GRUBBING (INCLUDES SELECTIVE C&G)	LS	1	$ 17,200.00	$ 17,200.00	$ 5,750.00	$ 5,750.00	$ 14,680.00	$ 14,680.00	$ 18,000.00	$ 18,000.00	$ 16,000.00	$ 16,000.00
		Total for General Items	--	--	--	$ 33,395.00	--	$ 9,243.75	--	$ 25,836.25	--	$ 22,314.50	--	$ 39,195.00
		PLANTING & GRASSING												
4	120-6	EMBANKMENT (FILL)	CY	50	$ 30.00	$ 1,500.00	$ 4.00	$ 200.00	$ 3.45	$ 172.50	$ 42.00	$ 2,100.00	$ 65.00	$ 3,250.00
5	575-1	SODDING	SY	500	$ 2.00	$ 1,000.00	$ 3.15	$ 1,575.00	$ 2.60	$ 1,300.00	$ 2.30	$ 1,150.00	$ 5.00	$ 2,500.00
		Total for Planting and Grassing	--	--	--	$ 2,500.00	--	$ 1,775.00	--	$ 1,472.50	--	$ 3,250.00	--	$ 5,750.00
		SCHEDULE 3 SUB-TOTAL	--	--	--	**$35,895.00**	--	**$11,018.75**	--	**$27,308.75**	--	**$25,564.50**	--	**$44,945.00**
		SCHEDULE 4 - C-108 CANAL STRUCTURE 8-02												
		GENERAL ITEMS												
1	101-1	MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00	$ 2,000.00	$ 2,000.00	$ 8,760.00	$ 8,760.00	$ 20,000.00	$ 20,000.00	$ 22,000.00	$ 22,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 2,580.00	$ 2,580.00	$ 2,200.00	$ 2,200.00	$ 7,000.00	$ 7,000.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	95	$ 8.00	$ 760.00	$ 12.00	$ 1,140.00	$ 8.20	$ 779.00	$ 8.80	$ 836.00	$ 28.00	$ 2,660.00
4	104-13-1	STAKED SILT FENCE	LF	410	$ 1.00	$ 410.00	$ 1.25	$ 512.50	$ 0.75	$ 307.50	$ 0.90	$ 369.00	$ 1.00	$ 410.00
5	110-1-1	CLEARING & GRUBBING (INCLUDES SELECTIVE C&G)	LS	1	$ 6,800.00	$ 6,800.00	$ 5,750.00	$ 5,750.00	$ 27,840.00	$ 27,840.00	$ 20,000.00	$ 20,000.00	$ 8,700.00	$ 8,700.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 3,000.00	$ 3,000.00	$ 2,100.00	$ 2,100.00	$ 930.00	$ 930.00	$ 1,100.00	$ 1,100.00	$ 1,800.00	$ 1,800.00
		Total for General Items	--	--	--	$ 32,470.00	--	$ 13,002.50	--	$ 41,196.50	--	$ 44,505.00	--	$ 42,570.00
		ROADWAY AND DRAINAGE												
7	120-6	EMBANKMENT (FILL)	CY	100	$ 12.75	$ 1,275.00	$ 13.00	$ 1,300.00	$ 3.45	$ 345.00	$ 42.00	$ 4,200.00	$ 27.00	$ 2,700.00
8	530-78	RIPRAP - ARTICULATING BLOCK (INCLUDES FIBRIFORM REMOVAL)	SY	1,300	$ 85.00	$ 110,500.00	$ 134.00	$ 174,200.00	$ 73.00	$ 94,900.00	$ 90.00	$ 117,000.00	$ 105.00	$ 136,500.00
		Total for Roadway and Drainage	--	--	--	$ 111,775.00	--	$ 175,500.00	--	$ 95,245.00	--	$ 121,200.00	--	$ 139,200.00
		PLANTING & GRASSING												

9	575-1	SODDING	SY	400	$ 2.00	$ 800.00	$ 3.15	$ 1,260.00	$ 2.60	$ 1,040.00	$ 3.10	$ 1,240.00	$ 5.00	$ 2,000.00
		Total for Planting and Grassing	--	--	--	$ 800.00	--	$ 1,260.00	--	$ 1,040.00	--	$ 1,240.00	--	$ 2,000.00
		SCHEDULE 4 SUB-TOTAL	--	--	--	**$145,045.00**	--	**$189,762.50**	--	**$137,481.50**	--	**$166,945.00**	--	**$183,770.00**
		SCHEDULE 5 - C-108 CANAL DETENTION AREA 2												
		GENERAL ITEMS												
1	101-1	MOBILIZATION	LS	1	$ 15,000.00	$ 15,000.00	$ 2,000.00	$ 2,000.00	$ 8,935.00	$ 8,935.00	$ 2,100.00	$ 2,100.00	$ 22,000.00	$ 22,000.00
2	104-11	FLOATING TURBIDITY BARRIER	LF	300	$ 8.00	$ 2,400.00	$ 12.00	$ 3,600.00	$ 8.20	$ 2,460.00	$ 8.80	$ 2,640.00	$ 15.00	$ 4,500.00
3	104-13-1	STAKED SILT FENCE	LF	1,400	$ 1.00	$ 1,400.00	$ 1.25	$ 1,750.00	$ 0.75	$ 1,050.00	$ 0.90	$ 1,260.00	$ 1.00	$ 1,400.00
4	110-1-1	CLEARING & GRUBBING (INCLUDES SELECTIVE C&G)	LS	1	$ 7,835.00	$ 7,835.00	$ 5,750.00	$ 5,750.00	$ 5,000.00	$ 5,000.00	$ 5,900.00	$ 5,900.00	$ 5,400.00	$ 5,400.00
		Total for General Items	--	--	--	$ 26,635.00	--	$ 13,100.00	--	$ 17,445.00	--	$ 11,900.00	--	$ 33,300.00
		PLANTING & GRASSING												
5	575-1	SODDING	SY	500	$ 2.00	$ 1,000.00	$ 3.15	$ 1,575.00	$ 2.60	$ 1,300.00	$ 2.30	$ 1,150.00	$ 5.00	$ 2,500.00
		Total for Planting and Grassing	--	--	--	$ 1,000.00	--	$ 1,575.00	--	$ 1,300.00	--	$ 1,150.00	--	$ 2,500.00
		SCHEDULE 5 SUB-TOTAL	--	--	--	**$27,635.00**	--	**$14,675.00**	--	**$18,745.00**	--	**$13,050.00**	--	**$35,800.00**
		SCHEDULE 6 - C-108 CANAL DETENTION AREA 3												
		GENERAL ITEMS												
1	101-1	MOBILIZATION	LS	1	$ 15,000.00	$ 15,000.00	$ 2,000.00	$ 2,000.00	$ 8,935.00	$ 8,935.00	$ 2,400.00	$ 2,400.00	$ 22,000.00	$ 22,000.00
2	104-11	FLOATING TURBIDITY BARRIER	LF	200	$ 8.00	$ 1,600.00	$ 12.00	$ 2,400.00	$ 8.20	$ 1,640.00	$ 8.80	$ 1,760.00	$ 18.00	$ 3,600.00
3	104-13-1	STAKED SILT FENCE	LF	1,250	$ 1.00	$ 1,250.00	$ 1.25	$ 1,562.50	$ 0.75	$ 937.50	$ 0.90	$ 1,125.00	$ 1.00	$ 1,250.00
4	110-1-1	CLEARING & GRUBBING (INCLUDES SELECTIVE C&G/HAND CLEARING	LS	1	$ 13,000.00	$ 13,000.00	$ 2,875.00	$ 2,875.00	$ 7,550.00	$ 7,550.00	$ 8,800.00	$ 8,800.00	$ 8,100.00	$ 8,100.00
		Total for General Items	--	--	--	$ 30,850.00	--	$ 8,837.50	--	$ 19,062.50	--	$ 14,085.00	--	$ 34,950.00
		PLANTING & GRASSING												
5	575-1	SODDING	SY	500	$ 2.00	$ 1,000.00	$ 3.15	$ 1,575.00	$ 2.60	$ 1,300.00	$ 2.30	$ 1,150.00	$ 5.00	$ 2,500.00
		Total for Planting and Grassing	--	--	--	$ 1,000.00	--	$ 1,575.00	--	$ 1,300.00	--	$ 1,150.00	--	$ 2,500.00
		SCHEDULE 6 SUB-TOTAL	--	--	--	**$31,850.00**	--	**$10,412.50**	--	**$20,362.50**	--	**$15,235.00**	--	**$37,450.00**
		SCHEDULE 7 - C-108 CANAL STRUCTURE 8-06												
		GENERAL ITEMS												
1	101-1	MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00	$ 2,000.00	$ 2,000.00	$ 8,760.00	$ 8,760.00	$ 22,000.00	$ 22,000.00	$ 22,000.00	$ 22,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 2,580.00	$ 2,580.00	$ 2,200.00	$ 2,200.00	$ 7,000.00	$ 7,000.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	120	$ 8.00	$ 960.00	$ 12.00	$ 1,440.00	$ 8.20	$ 984.00	$ 8.80	$ 1,056.00	$ 24.00	$ 2,880.00
4	104-13-1	STAKED SILT FENCE	LF	500	$ 1.00	$ 500.00	$ 1.25	$ 625.00	$ 0.75	$ 375.00	$ 0.90	$ 450.00	$ 1.00	$ 500.00
5	110-1-1	CLEARING & GRUBBING (INCLUDES PINE TREE REMOVAL)	LS	1	$ 10,200.00	$ 10,200.00	$ 13,490.00	$ 13,490.00	$ 33,850.00	$ 33,850.00	$ 13,000.00	$ 13,000.00	$ 12,600.00	$ 12,600.00

6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 3,000.00	$ 3,000.00	$ 2,100.00	$ 2,100.00	$ 930.00	$ 930.00	$ 1,100.00	$ 1,100.00	$ 950.00	$ 950.00
		Total for General Items	–	–	–	$ 36,160.00	–	$ 21,655.00	–	$ 47,479.00	–	$ 39,806.00	–	$ 45,930.00
		ROADWAY AND DRAINAGE												
7	120-5	CHANNEL EXCAVATION (ALLOWANCE)	CY	1000	$ 12.00	$ 12,000.00	$ 7.50	$ 7,500.00	$ 6.75	$ 6,750.00	$ 48.00	$ 48,000.00	$ 38.00	$ 38,000.00
8	524-2	CONCRETE SLOPE PAVEMENT (FABRIFORM REPAIR ALLOWANCE)	SY	1,000	$ 65.00	$ 65,000.00	$ 44.00	$ 44,000.00	$ 71.00	$ 71,000.00	$ 30.00	$ 30,000.00	$ 29.00	$ 29,000.00
9	524-2-3	CONC. SLOPE PAVEMENT, NON-REINF. (5") (REPLACEMENT ALLOWAN	SY	750	$ 67.00	$ 50,250.00	$ 46.27	$ 34,702.50	$ 65.00	$ 48,750.00	$ 56.00	$ 42,000.00	$ 88.00	$ 66,000.00
		Total for Roadway and Drainage	–	–	–	$ 127,250.00	–	$ 86,202.50	–	$ 126,500.00	–	$ 120,000.00	–	$ 133,000.00
		PLANTING & GRASSING												
10	575-1	SODDING	SY	350	$ 2.00	$ 700.00	$ 3.15	$ 1,102.50	$ 2.60	$ 910.00	$ 3.10	$ 1,085.00	$ 6.00	$ 2,100.00
		Total for Planting and Grassing	–	–	–	$ 700.00	–	$ 1,102.50	–	$ 910.00	–	$ 1,085.00	–	$ 2,100.00
		SCHEDULE 7 SUB-TOTAL	–	–	–	**$164,110.00**	–	**$108,960.00**	–	**$174,889.00**	–	**$160,891.00**	–	**$181,030.00**
		SCHEDULE 8 - C-107 CANAL DRY DETENTION POND												
		GENERAL ITEMS												
1	101-1	MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00	$ 2,000.00	$ 2,000.00	$ 8,760.00	$ 8,760.00	$ 38,000.00	$ 38,000.00	$ 22,000.00	$ 22,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 2,580.00	$ 2,580.00	$ 3,100.00	$ 3,100.00	$ 7,000.00	$ 7,000.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	105	$ 8.00	$ 840.00	$ 12.00	$ 1,260.00	$ 8.20	$ 861.00	$ 8.80	$ 924.00	$ 27.00	$ 2,835.00
4	104-13-1	STAKED SILT FENCE	LF	1,850	$ 1.00	$ 1,850.00	$ 1.25	$ 2,312.50	$ 0.75	$ 1,387.50	$ 0.90	$ 1,665.00	$ 1.00	$ 1,850.00
5	110-1-1	CLEARING & GRUBBING INCLUDES SIDEWALK REMOVAL	LS	1	$ 10,700.00	$ 10,700.00	$ 2,500.00	$ 2,500.00	$ 8,430.00	$ 8,430.00	$ 21,000.00	$ 21,000.00	$ 10,600.00	$ 10,600.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 3,000.00	$ 3,000.00	$ 2,100.00	$ 2,100.00	$ 3,185.00	$ 3,185.00	$ 1,100.00	$ 1,100.00	$ 3,000.00	$ 3,000.00
		Total for General Items	–	–	–	$ 37,890.00	–	$ 11,672.50	–	$ 25,203.50	–	$ 65,789.00	–	$ 47,285.00
		ROADWAY AND DRAINAGE												
7	120-1	EXCAVATION (CUT)	CY	10,000	$ 7.50	$ 75,000.00	$ 4.50	$ 45,000.00	$ 3.85	$ 38,500.00	$ 16.00	$ 160,000.00	$ 4.00	$ 40,000.00
8	425-1-521	TYPE 'C' INLET (=< 10')	EA	1	$ 3,817.00	$ 3,817.00	$ 1,102.00	$ 1,102.00	$ 1,680.00	$ 1,680.00	$ 2,400.00	$ 2,400.00	$ 2,550.00	$ 2,550.00
9	425-1-551	TYPE 'E' INLET (=< 10') (INCLUDES WEIRS, WEIR GUARD, BAFFLE, ETC	EA	2	$ 9,620.50	$ 19,241.00	$ 2,476.00	$ 4,952.00	$ 2,920.00	$ 5,840.00	$ 5,900.00	$ 11,800.00	$ 4,200.00	$ 8,400.00
10	430-175-1	24" REINFORCED CONCRETE PIPE	LF	68	$ 105.00	$ 7,140.00	$ 44.00	$ 2,992.00	$ 98.50	$ 6,698.00	$ 63.00	$ 4,284.00	$ 56.00	$ 3,808.00
11	430-175-2	14"x 23" ELLIPTICAL REINFORCED CONCRETE PIPE	LF	26	$ 192.23	$ 4,997.98	$ 37.11	$ 964.86	$ 103.00	$ 2,678.00	$ 75.00	$ 1,950.00	$ 65.00	$ 1,690.00
12	430-982-1	MITERED END SECTION (24")	EA	1	$ 1,808.00	$ 1,808.00	$ 370.00	$ 370.00	$ 879.00	$ 879.00	$ 840.00	$ 840.00	$ 1,000.00	$ 1,000.00
13	430-982-6	MITERED END SECTION (14"x 23")	EA	1	$ 1,930.00	$ 1,930.00	$ 360.00	$ 360.00	$ 880.00	$ 880.00	$ 990.00	$ 990.00	$ 2,200.00	$ 2,200.00
14	522-1	CONCRETE SIDEWALK, 4" THICK	SY	450	$ 22.50	$ 10,125.00	$ 36.00	$ 16,200.00	$ 26.00	$ 11,700.00	$ 31.00	$ 13,950.00	$ 4.00	$ 1,800.00
15	524-2-3	CONCRETE SLOPE PAVEMENT, NON-REINFORCED (5")	SY	9	$ 400.00	$ 3,600.00	$ 50.00	$ 450.00	$ 112.00	$ 1,008.00	$ 56.00	$ 504.00	$ 230.00	$ 2,070.00
16	9999	UTILITY ADJUSTMENT (ALLOWANCE)	ALLOW	1	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
		Total for Roadway and Drainage	–	–	–	$ 142,658.98	–	$ 87,390.86	–	$ 84,863.00	–	$ 211,718.00	–	$ 78,518.00
		PLANTING & GRASSING												

17	575-1	SODDING	SY	14,000	$ 1.60	$ 22,400.00	$ 3.15	$ 44,100.00	$ 2.00	$ 28,000.00	$ 2.30	$ 32,200.00	$ 2.00	$ 28,000.00
		Total for Planting and Grassing	--	--	--	$ 22,400.00	--	$ 44,100.00	--	$ 28,000.00	--	$ 32,200.00	--	$ 28,000.00
		SCHEDULE 8 SUB-TOTAL	--	--	--	**$202,948.98**	--	**$143,163.36**	--	**$138,066.50**	--	**$309,707.00**	--	**$153,803.00**
		SCHEDULE 9 - C-107 CANAL STRUCTURE 7-01												
		GENERAL ITEMS												
1	101-1	MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00	$ 2,000.00	$ 2,000.00	$ 8,760.00	$ 8,760.00	$ 37,000.00	$ 37,000.00	$ 22,000.00	$ 22,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 7,800.00	$ 7,800.00	$ 3,100.00	$ 3,100.00	$ 7,000.00	$ 7,000.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	155	$ 8.00	$ 1,240.00	$ 12.00	$ 1,860.00	$ 8.20	$ 1,271.00	$ 8.80	$ 1,364.00	$ 21.00	$ 3,255.00
4	104-13-1	STAKED SILT FENCE	LF	1,310	$ 1.00	$ 1,310.00	$ 1.25	$ 1,637.50	$ 0.75	$ 982.50	$ 0.90	$ 1,179.00	$ 1.00	$ 1,310.00
5	110-1-1	CLEARING & GRUBBING	LS	1	$ 7,611.00	$ 7,611.00	$ 2,500.00	$ 2,500.00	$ 25,110.00	$ 25,110.00	$ 21,000.00	$ 21,000.00	$ 4,200.00	$ 4,200.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 3,000.00	$ 3,000.00	$ 2,100.00	$ 2,100.00	$ 1,285.00	$ 1,285.00	$ 1,100.00	$ 1,100.00	$ 1,900.00	$ 1,900.00
		Total for General Items	--	--	--	$ 34,661.00	--	$ 12,597.50	--	$ 45,208.50	--	$ 64,743.00	--	$ 39,665.00
		ROADWAY AND DRAINAGE												
7	120-5	CHANNEL EXCAVATION (REMOVE SHOALING/REGRADE)	CY	2,500	$ 10.75	$ 26,875.00	$ 7.00	$ 17,500.00	$ 5.00	$ 12,500.00	$ 33.00	$ 82,500.00	$ 7.00	$ 17,500.00
8	430-175-1	18" HIGH DENSITY POLYETHYLENE PIPE	LF	60	$ 110.26	$ 6,615.60	$ 27.37	$ 1,642.20	$ 50.00	$ 3,000.00	$ 45.00	$ 2,700.00	$ 88.00	$ 5,280.00
9	430-982-1	MITERED END SECTION (18")	EA	4	$ 1,552.75	$ 6,211.00	$ 360.00	$ 1,440.00	$ 726.00	$ 2,904.00	$ 870.00	$ 3,480.00	$ 850.00	$ 3,400.00
10	430-94-3	DESILTING PIPE (37"- 48")	LF	688	$ 4.50	$ 3,096.00	$ 6.00	$ 4,128.00	$ 7.70	$ 5,297.60	$ 5.40	$ 3,715.20	$ 5.00	$ 3,440.00
11	530-78	RIPRAP - ARTICULATING BLOCK	SY	1,200	$ 85.00	$ 102,000.00	$ 134.00	$ 160,800.00	$ 71.00	$ 85,200.00	$ 90.00	$ 108,000.00	$ 103.00	$ 123,600.00
		Total for Roadway and Drainage	--	--	--	$ 144,797.60	--	$ 185,510.20	--	$ 108,901.60	--	$ 200,395.20	--	$ 153,220.00
		PLANTING & GRASSING												
12	575-1	SODDING	SY	6,000	$ 2.00	$ 12,000.00	$ 3.15	$ 18,900.00	$ 2.00	$ 12,000.00	$ 2.70	$ 16,200.00	$ 3.00	$ 18,000.00
13	599-999	IRRIGATION REPAIR ALLOWANCE	ALLOW	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
14	9999	UTILITY ADJUSTMENT (ALLOWANCE)	ALLOW	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
		Total for Planting and Grassing	--	--	--	$ 37,000.00	--	$ 43,900.00	--	$ 37,000.00	--	$ 41,200.00	--	$ 43,000.00
		SCHEDULE 9 SUB-TOTAL	--	--	--	**$216,458.60**	--	**$242,007.70**	--	**$191,110.10**	--	**$306,338.20**	--	**$235,885.00**
		SCHEDULE 10 - C-104 CANAL STRUCTURE 4-03												
		GENERAL ITEMS												
1	101-1	MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00	$ 2,000.00	$ 2,000.00	$ 8,760.00	$ 8,760.00	$ 7,500.00	$ 7,500.00	$ 22,000.00	$ 22,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 2,580.00	$ 2,580.00	$ 1,500.00	$ 1,500.00	$ 7,000.00	$ 7,000.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	145	$ 8.00	$ 1,160.00	$ 12.00	$ 1,740.00	$ 8.20	$ 1,189.00	$ 8.80	$ 1,276.00	$ 21.00	$ 3,045.00
4	104-13-1	STAKED SILT FENCE	LF	950	$ 1.00	$ 950.00	$ 1.25	$ 1,187.50	$ 0.75	$ 712.50	$ 0.90	$ 855.00	$ 1.00	$ 950.00
5	110-1-1	CLEARING & GRUBBING (INCLUDES EXOTIC VEG., GATE & ALL FENCE	LS	1	$ 9,100.00	$ 9,100.00	$ 2,500.00	$ 2,500.00	$ 31,185.00	$ 31,185.00	$ 11,000.00	$ 11,000.00	$ 18,000.00	$ 18,000.00

6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 3,000.00	$ 3,000.00	$ 2,100.00	$ 2,100.00	$ 930.00	$ 930.00	$ 1,100.00	$ 1,100.00	$ 1,400.00	$ 1,400.00
		Total for General Items	--	--	--	$ 35,710.00	--	$ 11,027.50	--	$ 45,356.50	--	$ 23,231.00	--	$ 52,395.00
		ROADWAY AND DRAINAGE												
7	120-5	CHANNEL EXCAVATION (SEDIMENT REMOVAL ALLOWANCE)	CY	650	$ 16.10	$ 10,465.00	$ 7.00	$ 4,550.00	$ 6.00	$ 3,900.00	$ 21.00	$ 13,650.00	$ 47.00	$ 30,550.00
8	430-175-1	18" HIGH DENSITY POLYETHYLENE PIPE	LF	20	$ 236.50	$ 4,730.00	$ 27.37	$ 547.40	$ 70.00	$ 1,400.00	$ 73.00	$ 1,460.00	$ 135.00	$ 2,700.00
9	430-982-1	MITERED END SECTION (18")	EA	2	$ 1,775.00	$ 3,550.00	$ 360.00	$ 720.00	$ 760.00	$ 1,520.00	$ 970.00	$ 1,940.00	$ 1,700.00	$ 3,400.00
10	524-2-3	CONCRETE SLOPE PAVEMENT, NON-REINFORCED (5") (RESHAPE/REI	SY	60	$ 80.00	$ 4,800.00	$ 33.30	$ 1,998.00	$ 83.00	$ 4,980.00	$ 56.00	$ 3,360.00	$ 115.00	$ 6,900.00
11	9999	STABILIZE/REGRADE ACCESS ROAD	LS	1	$ 7,500.00	$ 7,500.00	$ 1,950.00	$ 1,950.00	$ 1,215.00	$ 1,215.00	$ 2,400.00	$ 2,400.00	$ 15,000.00	$ 15,000.00
		Total for Roadway and Drainage	--	--	--	$ 31,045.00	--	$ 9,765.40	--	$ 13,015.00	--	$ 22,810.00	--	$ 58,550.00
		PLANTING & GRASSING												
12	575-1	SODDING	SY	4,000	$ 1.80	$ 7,200.00	$ 3.15	$ 12,600.00	$ 2.00	$ 8,000.00	$ 2.70	$ 10,800.00	$ 3.00	$ 12,000.00
		Total for Planting and Grassing	--	--	--	$ 7,200.00	--	$ 12,600.00	--	$ 8,000.00	--	$ 10,800.00	--	$ 12,000.00
		SCHEDULE 10 SUB-TOTAL	--	--	--	**$73,955.00**	--	**$33,392.90**	--	**$66,371.50**	--	**$56,841.00**	--	**$122,945.00**
		SCHEDULE 11 - C-104 CANAL STRUCTURE 4R06B												
		GENERAL ITEMS												
1	101-1	MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00	$ 2,000.00	$ 2,000.00	$ 9,530.00	$ 9,530.00	$ 14,000.00	$ 14,000.00	$ 22,000.00	$ 22,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 2,215.00	$ 2,215.00	$ 1,800.00	$ 1,800.00	$ 7,000.00	$ 7,000.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	120	$ 8.00	$ 960.00	$ 12.00	$ 1,440.00	$ 8.20	$ 984.00	$ 8.80	$ 1,056.00	$ 24.00	$ 2,880.00
4	104-13-1	STAKED SILT FENCE	LF	905	$ 1.00	$ 905.00	$ 1.25	$ 1,131.25	$ 0.75	$ 678.75	$ 0.90	$ 814.50	$ 1.00	$ 905.00
5	110-1-1	CLEARING & GRUBBING (INCLUDES REGRADING)	LS	1	$ 8,000.00	$ 8,000.00	$ 3,620.00	$ 3,620.00	$ 5,000.00	$ 5,000.00	$ 7,700.00	$ 7,700.00	$ 3,200.00	$ 3,200.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 3,000.00	$ 3,000.00	$ 2,100.00	$ 2,100.00	$ 2,320.00	$ 2,320.00	$ 1,100.00	$ 1,100.00	$ 1,700.00	$ 1,700.00
		Total for General Items	--	--	--	$ 34,365.00	--	$ 12,291.25	--	$ 20,727.75	--	$ 26,470.50	--	$ 37,685.00
		ROADWAY AND DRAINAGE												
7	334-1-13A	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) (1" THICK) (ADDITIONAL	SY	600	$ 17.75	$ 10,650.00	$ 9.20	$ 5,520.00	$ 16.50	$ 9,900.00	$ 14.00	$ 8,400.00	$ 13.00	$ 7,800.00
8	327-70-1	MILL EXISTING ASPHALT PAVEMENT(1" DEPTH)	SY	40	$ 31.00	$ 1,240.00	$ 35.00	$ 1,400.00	$ 19.40	$ 776.00	$ 120.00	$ 4,800.00	$ 106.00	$ 4,240.00
9	430-175-2	19" X30" ELLIPTICAL REINFORCED CONCRETE PIPE (INCL. PAVT REST	LF	92	$ 341.00	$ 31,372.00	$ 105.30	$ 9,687.60	$ 128.00	$ 11,776.00	$ 160.00	$ 14,720.00	$ 225.00	$ 20,700.00
10	430-175-2	34"x 53" ELLIPTICAL REINFORCED CONCRETE PIPE	LF	32	$ 638.78	$ 20,440.96	$ 129.13	$ 4,132.16	$ 129.00	$ 4,128.00	$ 160.00	$ 5,120.00	$ 175.00	$ 5,600.00
11	430-982-6	MITERED END SECTION (19" X30")	EA	4	$ 1,836.50	$ 7,346.00	$ 475.57	$ 1,902.28	$ 950.00	$ 3,800.00	$ 2,300.00	$ 9,200.00	$ 1,900.00	$ 7,600.00
12	430-982-6	MITERED END SECTION (34"x 53")	EA	2	$ 3,483.00	$ 6,966.00	$ 2,141.00	$ 4,282.00	$ 2,980.00	$ 5,960.00	$ 3,900.00	$ 7,800.00	$ 5,100.00	$ 10,200.00
13	530-78	RIPRAP - ARTICULATING BLOCK	SY	95	$ 210.00	$ 19,950.00	$ 134.00	$ 12,730.00	$ 90.00	$ 8,550.00	$ 110.00	$ 10,450.00	$ 100.00	$ 9,500.00
14	9999	UTILITY ADJUSTMENT (ALLOWANCE)	ALLOW	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
		Total for Roadway and Drainage	--	--	--	$ 117,964.96	--	$ 59,654.04	--	$ 64,890.00	--	$ 80,490.00	--	$ 85,640.00
		PLANTING & GRASSING												

15	575-1	SODDING	SY	945	$ 1.80	$ 1,701.00	$ 3.15	$ 2,976.75	$ 2.60	$ 2,457.00	$ 2.30	$ 2,173.50	$ 4.00	$ 3,780.00
		Total for Planting and Grassing	--	--	--	$ 1,701.00	--	$ 2,976.75	--	$ 2,457.00	--	$ 2,173.50	--	$ 3,780.00
		SCHEDULE 11 SUB-TOTAL	--	--	--	**$154,030.96**	--	**$74,922.04**	--	**$88,074.75**	--	**$109,134.00**	--	**$127,105.00**
		SCHEDULE 12 - C-104 CANAL PIPE 4-05												
		GENERAL ITEMS												
1	101-1	MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00	$ 2,000.00	$ 2,000.00	$ 9,530.00	$ 9,530.00	$ 34,000.00	$ 34,000.00	$ 22,000.00	$ 22,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 1,500.00	$ 1,500.00	$ 4,000.00	$ 4,000.00	$ 2,215.00	$ 2,215.00	$ 2,900.00	$ 2,900.00	$ 7,000.00	$ 7,000.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	143	$ 8.00	$ 1,144.00	$ 12.00	$ 1,716.00	$ 8.20	$ 1,172.60	$ 8.80	$ 1,258.40	$ 22.00	$ 3,146.00
4	104-13-1	STAKED SILT FENCE	LF	662	$ 1.00	$ 662.00	$ 1.25	$ 827.50	$ 0.75	$ 496.50	$ 0.90	$ 595.80	$ 1.00	$ 662.00
5	110-1-1	CLEARING & GRUBBING INCLUDES PIPE/FABRIFORM REMOVAL	LS	1	$ 12,500.00	$ 12,500.00	$ 4,500.00	$ 4,500.00	$ 23,825.00	$ 23,825.00	$ 12,000.00	$ 12,000.00	$ 6,100.00	$ 6,100.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 2,000.00	$ 2,000.00	$ 2,100.00	$ 2,100.00	$ 1,820.00	$ 1,820.00	$ 1,100.00	$ 1,100.00	$ 2,000.00	$ 2,000.00
		Total for General Items	--	--	--	$ 37,806.00	--	$ 15,143.50	--	$ 39,059.10	--	$ 51,854.20	--	$ 40,908.00
		ROADWAY AND DRAINAGE												
7	1205-5	CHANNEL EXCAVATION (REGRADE/SEDITMENT REMOVAL) ALLOWAN	CY	500	$ 16.10	$ 8,050.00	$ 7.00	$ 3,500.00	$ 5.00	$ 2,500.00	$ 51.00	$ 25,500.00	$ 55.00	$ 27,500.00
8	120-6	EMBANKMENT (FILL) (ALLOWANCE)	CY	100	$ 22.95	$ 2,295.00	$ 13.00	$ 1,300.00	$ 3.50	$ 350.00	$ 24.00	$ 2,400.00	$ 18.00	$ 1,800.00
9	400-2-2	CLASS II CONCRETE (ENDWALLS)-INCLUDES REINFORCING STEEL	CY	55	$ 1,053.00	$ 57,915.00	$ 1,100.00	$ 60,500.00	$ 1,160.00	$ 63,800.00	$ 930.00	$ 51,150.00	$ 1,700.00	$ 93,500.00
10	430-175-1	60" REINFORCED CONRETE PIPE (INCLUDES PAVEMENT RESTORATI	LF	460	$ 303.13	$ 139,439.80	$ 190.80	$ 87,768.00	$ 165.00	$ 75,900.00	$ 270.00	$ 124,200.00	$ 275.00	$ 126,500.00
11	536-73	GUARDRAIL REMOVAL (INCLUDES SALVAGE & DELIVERY TO CITY)	LF	428	$ 4.50	$ 1,926.00	$ 6.00	$ 2,568.00	$ 3.00	$ 1,284.00	$ 2.50	$ 1,070.00	$ 10.00	$ 4,280.00
12	9999	UTILITY ADJUSTMENT (ALLOWANCE)	LS	1	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
		Total for Roadway and Drainage	--	--	--	$ 224,625.80	--	$ 170,636.00	--	$ 158,834.00	--	$ 219,320.00	--	$ 268,580.00
		PLANTING & GRASSING												
13	575-1	SODDING	SY	2,200	$ 1.80	$ 3,960.00	$ 3.15	$ 6,930.00	$ 2.60	$ 5,720.00	$ 2.40	$ 5,280.00	$ 3.00	$ 6,600.00
		Total for Planting and Grassing	--	--	--	$ 3,960.00	--	$ 6,930.00	--	$ 5,720.00	--	$ 5,280.00	--	$ 6,600.00
		SCHEDULE 12 SUB-TOTAL	--	--	--	**$266,391.80**	--	**$192,709.50**	--	**$203,613.10**	--	**$276,454.20**	--	**$316,088.00**
		SCHEDULE 13 - C-105 CANAL PIPE 5-09												
		GENERAL ITEMS												
1	101-1	MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00	$ 2,000.00	$ 2,000.00	$ 9,530.00	$ 9,530.00	$ 41,000.00	$ 41,000.00	$ 22,000.00	$ 22,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 2,450.00	$ 2,450.00	$ 3,300.00	$ 3,300.00	$ 7,000.00	$ 7,000.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	112	$ 8.00	$ 896.00	$ 12.00	$ 1,344.00	$ 8.20	$ 918.40	$ 8.80	$ 985.60	$ 25.00	$ 2,800.00
4	104-13-1	STAKED SILT FENCE	LF	558	$ 1.00	$ 558.00	$ 1.25	$ 697.50	$ 0.75	$ 418.50	$ 0.90	$ 502.20	$ 1.00	$ 558.00
5	110-1-1	CLEARING & GRUBBING	LS	1	$ 11,500.00	$ 11,500.00	$ 2,360.00	$ 2,360.00	$ 29,595.00	$ 29,595.00	$ 770.00	$ 770.00	$ 4,200.00	$ 4,200.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 3,000.00	$ 3,000.00	$ 2,100.00	$ 2,100.00	$ 2,110.00	$ 2,110.00	$ 1,100.00	$ 1,100.00	$ 1,200.00	$ 1,200.00

		Total for General Items	–	–	–	$ 37,454.00	–	$ 11,001.50	–	$ 45,021.90	–	$ 47,657.80	–	$ 37,758.00
		ROADWAY AND DRAINAGE														
7	120-6	EMBANKMENT (FILL)	CY	200	$ 22.50	$ 4,500.00	$ 13.00	$ 2,600.00	$ 3.50	$ 700.00	$ 24.00	$ 4,800.00	$ 18.00	$ 3,600.00
8	334-1-13A	SUPERPAVE ASPHALTIC CONC. (TRAFFIC C) (1" THICK) (ADDITIONAL OVERLAY)	SY	708	$ 30.50	$ 21,594.00	$ 8.62	$ 6,102.96	$ 16.50	$ 11,682.00	$ 13.00	$ 9,204.00	$ 12.00	$ 8,496.00
9	400-1-2	CLASS I CONCRETE (ENDWALLS) INCLUDES REINFORCING STEEL	CY	45	$ 975.00	$ 43,875.00	$ 1,007.90	$ 45,355.50	$ 1,185.00	$ 53,325.00	$ 930.00	$ 41,850.00	$ 1,400.00	$ 63,000.00
10	425-1-581	INLET (DITCH BOTTOM TYPE H) (<=10')	EA	1	$ 6,718.00	$ 6,718.00	$ 3,304.00	$ 3,304.00	$ 3,125.00	$ 3,125.00	$ 4,400.00	$ 4,400.00	$ 4,100.00	$ 4,100.00
11	430-175-1	54" REINFORCED CONCRETE PIPE (INCLUDES PAVEMENT RESTORAT	LF	931	$ 209.25	$ 194,811.75	$ 172.43	$ 160,532.33	$ 125.00	$ 116,375.00	$ 220.00	$ 204,820.00	$ 200.00	$ 186,200.00
12	9999	UTILITY ADJUSTMENT (ALLOWANCE)	ALLOW	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
		Total for Roadway and Drainage	–	–	–	$ 291,498.75	–	$ 237,894.79	–	$ 205,207.00	–	$ 285,074.00	–	$ 285,396.00
		PLANTING & GRASSING														
13	575-1	SODDING	SY	1,000	$ 1.80	$ 1,800.00	$ 3.15	$ 3,150.00	$ 2.60	$ 2,600.00	$ 2.40	$ 2,400.00	$ 12.00	$ 12,000.00
		Total for Planting and Grassing	–	–	–	$ 1,800.00	–	$ 3,150.00	–	$ 2,600.00	–	$ 2,400.00	–	$ 12,000.00
		SCHEDULE 13 SUB-TOTAL	–	–	–	**$330,752.75**	–	**$252,046.29**	–	**$252,828.90**	–	**$335,131.80**	–	**$335,154.00**
		SCHEDULE 14 - C-106 CANAL PIPE 6-13														
		GENERAL ITEMS														
1	101-1	MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00	$ 2,000.00	$ 2,000.00	$ 9,530.00	$ 9,530.00	$ 12,000.00	$ 12,000.00	$ 22,000.00	$ 22,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 2,215.00	$ 2,215.00	$ 1,700.00	$ 1,700.00	$ 7,000.00	$ 7,000.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	135	$ 8.00	$ 1,080.00	$ 12.00	$ 1,620.00	$ 8.20	$ 1,107.00	$ 8.80	$ 1,188.00	$ 22.00	$ 2,970.00
4	104-13-1	STAKED SILT FENCE	LF	375	$ 1.00	$ 375.00	$ 1.25	$ 468.75	$ 0.75	$ 281.25	$ 0.90	$ 337.50	$ 1.00	$ 375.00
5	110-1-1	CLEARING & GRUBBING	LS	1	$ 8,200.00	$ 8,200.00	$ 2,320.00	$ 2,320.00	$ 21,990.00	$ 21,990.00	$ 2,700.00	$ 2,700.00	$ 4,200.00	$ 4,200.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 2,000.00	$ 2,000.00	$ 2,100.00	$ 2,100.00	$ 1,465.00	$ 1,465.00	$ 1,100.00	$ 1,100.00	$ 1,000.00	$ 1,000.00
		Total for General Items	–	–	–	$ 33,155.00	–	$ 11,008.75	–	$ 36,588.25	–	$ 19,025.50	–	$ 37,545.00
		ROADWAY AND DRAINAGE														
7	120-6	EMBANKMENT (FILL)	CY	100	$ 23.00	$ 2,300.00	$ 13.00	$ 1,300.00	$ 3.50	$ 350.00	$ 24.00	$ 2,400.00	$ 18.00	$ 1,800.00
8	400-1-2	CLASS I CONCRETE (ENDWALLS) INCLUDES REINFORCING STEEL	CY	32	$ 995.00	$ 31,840.00	$ 1,007.90	$ 32,252.80	$ 1,255.00	$ 40,160.00	$ 930.00	$ 29,760.00	$ 1,800.00	$ 57,600.00
9	430-175-1	54" REINFORCED CONCRETE PIPE (INCLUDES PAVEMENT RESTORAT	LF	132	$ 520.26	$ 68,674.32	$ 186.63	$ 24,635.16	$ 205.00	$ 27,060.00	$ 180.00	$ 23,760.00	$ 360.00	$ 47,520.00
10	9999	UTILITY ADJUSTMENT (ALLOWANCE)	ALLOW	1	15,000.00	$ 15,000.00	15,000.00	$ 15,000.00	15,000.00	$ 15,000.00	15,000.00	$ 15,000.00	15,000.00	$ 15,000.00
		Total for Roadway and Drainage	–	–	–	$ 117,814.32	–	$ 73,187.96	–	$ 82,570.00	–	$ 70,920.00	–	$ 121,920.00
		PLANTING & GRASSING														
11	575-1	SODDING	SY	500	$ 1.80	$ 900.00	$ 3.15	$ 1,575.00	$ 2.60	$ 1,300.00	$ 2.40	$ 1,200.00	$ 5.00	$ 2,500.00
		Total for Planting and Grassing	–	–	–	$ 900.00	–	$ 1,575.00	–	$ 1,300.00	–	$ 1,200.00	–	$ 2,500.00
		SCHEDULE 14 SUB-TOTAL	–	–	–	**$151,869.32**	–	**$85,771.71**	–	**$120,458.25**	–	**$91,145.50**	–	**$161,965.00**

		SCHEDULE 15 - C-106 CANAL PIPE 6-09														
		GENERAL ITEMS														
1	101-1	MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00	$ 2,000.00	$ 2,000.00	$ 9,530.00	$ 9,530.00	$ 18,000.00	$ 18,000.00	$ 22,000.00	$ 22,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 2,215.00	$ 2,215.00	$ 2,000.00	$ 2,000.00	$ 7,000.00	$ 7,000.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	145	$ 8.00	$ 1,160.00	$ 12.00	$ 1,740.00	$ 8.20	$ 1,189.00	$ 8.80	$ 1,276.00	$ 21.00	$ 3,045.00
4	104-13-1	STAKED SILT FENCE	LF	442	$ 1.00	$ 442.00	$ 1.25	$ 552.50	$ 0.75	$ 331.50	$ 0.90	$ 397.80	$ 1.00	$ 442.00
5	110-1-1	CLEARING & GRUBBING	LS	1	$ 7,800.00	$ 7,800.00	$ 3,500.00	$ 3,500.00	$ 22,630.00	$ 22,630.00	$ 2,400.00	$ 2,400.00	$ 7,500.00	$ 7,500.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 1,000.00	$ 1,000.00	$ 2,100.00	$ 2,100.00	$ 1,600.00	$ 1,600.00	$ 1,100.00	$ 1,100.00	$ 1,600.00	$ 1,600.00
		Total for General Items	–	–		$ 31,902.00	–	$ 11,892.50	–	$ 37,495.50		$ 25,173.80	–	$ 41,587.00
		ROADWAY AND DRAINAGE												
7	120-6	EMBANKMENT (FILL)	CY	150	$ 16.25	$ 2,437.50	$ 13.00	$ 1,950.00	$ 3.50	$ 525.00	$ 18.00	$ 2,700.00	$ 18.00	$ 2,700.00
8	400-1-2	CLASS I CONCRETE (ENDWALLS) INCLUDES REINFORCING STEEL	CY	38	$ 935.00	$ 35,530.00	$ 1,007.90	$ 38,300.20	$ 1,280.00	$ 48,640.00	$ 930.00	$ 35,340.00	$ 1,800.00	$ 68,400.00
9	430-175-1	24" HIGH DENSITY POLYETHYLENE PIPE (INCLUDES FILL/STABILIZED	LF	60	$ 139.75	$ 8,385.00	$ 40.11	$ 2,406.60	$ 125.00	$ 7,500.00	$ 60.00	$ 3,600.00	$ 110.00	$ 6,600.00
10	430-175-1	54" REINFORCED CONCRETE PIPE (INCLUDES PAVEMENT RESTORAT	LF	234	$ 437.50	$ 102,375.00	$ 170.21	$ 39,829.14	$ 177.00	$ 41,418.00	$ 220.00	$ 51,480.00	$ 260.00	$ 60,840.00
11	430-982-1	MITERED END SECTION (24")	EA	4	$ 1,700.00	$ 6,800.00	$ 370.00	$ 1,480.00	$ 872.00	$ 3,488.00	$ 1,200.00	$ 4,800.00	$ 3,000.00	$ 12,000.00
12	9999	UTILITY ADJUSTMENT (ALLOWANCE)	ALLOW	1	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
		Total for Roadway and Drainage	–	–	–	$ 170,527.50	–	$ 98,965.94	–	$ 116,571.00	–	$ 112,920.00	–	$ 165,540.00
		PLANTING & GRASSING												
13	575-1	SODDING	SY	750	$ 1.80	$ 1,350.00	$ 3.15	$ 2,362.50	$ 2.60	$ 1,950.00	$ 2.30	$ 1,725.00	$ 6.00	$ 4,500.00
		Total for Planting and Grassing	–	–	–	$ 1,350.00	–	$ 2,362.50	–	$ 1,950.00	–	$ 1,725.00	–	$ 4,500.00
		SCHEDULE 15 SUB-TOTAL	–	–	–	**$203,779.50**	–	**$113,220.94**	–	**$156,016.50**	–	**$139,818.80**	–	**$211,627.00**
		SCHEDULE 16 - C-107 CANAL PIPE 7-06												
		GENERAL ITEMS												
1	101-1	MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00	$ 2,000.00	$ 2,000.00	$ 9,530.00	$ 9,530.00	$ 21,000.00	$ 21,000.00	$ 22,000.00	$ 22,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 2,215.00	$ 2,215.00	$ 2,200.00	$ 2,200.00	$ 7,000.00	$ 7,000.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	130	$ 8.00	$ 1,040.00	$ 12.00	$ 1,560.00	$ 8.20	$ 1,066.00	$ 8.80	$ 1,144.00	$ 23.00	$ 2,990.00
4	104-13-1	STAKED SILT FENCE	LF	316	$ 1.00	$ 316.00	$ 1.25	$ 395.00	$ 0.75	$ 237.00	$ 0.90	$ 284.40	$ 1.00	$ 316.00
5	110-1-1	CLEARING & GRUBBING	LS	1	$ 9,100.00	$ 9,100.00	$ 2,000.00	$ 2,000.00	$ 23,195.00	$ 23,195.00	$ 300.00	$ 300.00	$ 7,500.00	$ 7,500.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 1,000.00	$ 1,000.00	$ 2,100.00	$ 2,100.00	$ 1,460.00	$ 1,460.00	$ 1,100.00	$ 1,100.00	$ 1,000.00	$ 1,000.00
		Total for General Items	–	–	–	$ 32,956.00	–	$ 10,055.00	–	$ 37,703.00	–	$ 26,028.40	–	$ 40,806.00
		ROADWAY AND DRAINAGE												
7	120-6	EMBANKMENT (FILL)	CY	100	$ 22.95	$ 2,295.00	$ 13.00	$ 1,300.00	$ 3.50	$ 350.00	$ 24.00	$ 2,400.00	$ 18.00	$ 1,800.00

8	400-2-2	CLASS II CONCRETE (ENDWALLS)INCLUDES REINFORCING STEEL	CY	45	$ 1,053.00	$ 47,385.00	$ 1,082.90	$ 48,730.50	$ 1,260.00	$ 56,700.00	$ 930.00	$ 41,850.00	$ 1,300.00	$ 58,500.00
9	430-175-1	66" REINFORCED CONCRETE PIPE (INCLUDES PAVEMENT RESTORAT	LF	258	$ 437.19	$ 112,795.02	$ 230.09	$ 59,363.22	$ 212.00	$ 54,696.00	$ 290.00	$ 74,820.00	$ 63.00	$ 16,254.00
10	536-73	GUARDRAIL REMOVAL (INCLUDES SALVAGE & DELIVERY TO CITY)	LF	277	$ 4.50	$ 1,246.50	$ 6.00	$ 1,662.00	$ 4.80	$ 1,329.60	$ 4.40	$ 1,218.80	$ 10.00	$ 2,770.00
11	9999	UTILITY ADJUSTMENT (ALLOWANCE)	ALLOW	1	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
		Total for Roadway and Drainage	–	–	–	$ 178,721.52	–	$ 126,055.72	–	$ 128,075.60	–	$ 135,288.80	–	$ 94,324.00
		PLANTING & GRASSING												
12	575-1	SODDING	SY	750	$ 1.80	$ 1,350.00	$ 3.15	$ 2,362.50	$ 2.60	$ 1,950.00	$ 2.30	$ 1,725.00	$ 2.00	$ 1,500.00
		Total for Planting and Grassing	–	–	–	$ 1,350.00	–	$ 2,362.50	–	$ 1,950.00	–	$ 1,725.00	–	$ 1,500.00
		SCHEDULE 16 SUB-TOTAL	–	–	–	**$213,027.52**	–	**$138,473.22**	–	**$167,728.60**	–	**$163,042.20**	–	**$136,630.00**
		SCHEDULE 17 - ALTERNATE BID ITEMS FOR ADDITIONAL AREA(S)												
1	530-78-1	RIPRAP - ARTICULATING BLOCK (BID ALTERNATE Schd.#4-Structure 8-0	SY	1,550	$ 88.00	$ 136,400.00	$ 134.00	$ 207,700.00	$ 80.00	$ 124,000.00	$ 88.00	$ 136,400.00	$ 110.00	$ 170,500.00
2	530-78	RIPRAP-ARTICULATING BLOCK (BID ALTERNATE Schd #7-Structure 8-06	SY	1,650	$ 98.00	$ 161,700.00	$ 134.00	$ 221,100.00	$ 120.00	$ 198,000.00	$ 88.00	$ 145,200.00	$ 110.00	$ 181,500.00
		These items will be used if alternate work is needed at various locations.												
		SUMMARY OF BASE PROJECT AMOUNTS												
		BID SCHEDULE												
		SCHEDULE 1 SUB TOTAL				113925.35		125437.00		155630.65		103514.50		155647.00
		SCHEDULE 2 SUB TOTAL				41350.00		81112.50		42937.50		36125.00		85250.00
		SCHEDULE 3 SUB TOTAL				35895.00		11018.75		27308.75		25564.50		44945.00
		SCHEDULE 4 SUB TOTAL				145045.00		189762.50		137481.50		166945.00		183770.00
		SCHEDULE 5 SUB TOTAL				27635.00		14675.00		18745.00		13050.00		35800.00
		SCHEDULE 6 SUB TOTAL				31850.00		10412.50		20362.50		15235.00		37450.00
		SCHEDULE 7 SUB TOTAL				164110.00		108960.00		174889.00		160891.00		181030.00
		SCHEDULE 8 SUB TOTAL				202948.98		143163.36		138066.50		309707.00		153803.00
		SCHEDULE 9 SUB TOTAL				216458.60		242007.70		191110.10		306338.20		235885.00
		SCHEDULE 10 SUB TOTAL				73955.00		33392.90		66371.50		56841.00		122945.00
		SCHEDULE 11 SUB TOTAL				154030.96		74922.04		88074.75		109134.00		127105.00
		SCHEDULE 12 SUB TOTAL				266391.80		192709.50		203613.10		276454.20		316088.00
		SCHEDULE 13 SUB TOTAL				330752.75		252046.29		252828.90		335131.80		335154.00
		SCHEDULE 14 SUB TOTAL				151869.32		85771.71		120458.25		91145.50		161965.00
		SCHEDULE 15 SUB TOTAL				203779.50		113220.94		156016.50		139818.80		211627.00
		SCHEDULE 16 SUB TOTAL				213027.52		138473.22		167728.60		163042.20		136630.00
		Indemnification Fee		1	$ 10.00	10.00	$ 10.00	10.00	$ 10.00	10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
		BID TOTAL Schedule A>>>>			CLOSE>>>	**$2,373,034.78**	BUSH>>	**$1,817,095.91**	FELIX>>	**$1,961,633.10**	RIC-MAN>>	**$2,308,947.70**	GIBBS&REG.>>	**$2,525,104.00**

BID TABULATION SHEETS
SB 20120008-ST. LUCIE NORTH DRAINAGE BASIN IMPROVEMENTS

		CALENDAR DAYS FOR COMPLETION>>>				240 DAYS		240 DAYS		240 DAYS		240 DAYS		240 DAYS
		BID RESPONSES REVIEWED												
	1	Bid Reply Sheet with proper signatures w/checklist				Y		Y		Y		Y		Y
	2	Bid Reply Excel Spreadsheet (2nd Revised) for Schedule A w/electronic copy/CD				Y		Y		Y		Y (DVD)		Y (DVD)
	3	5% Bid Bond				Y		Y		Y		Y		Y
	4	Drug Free Workplace Form				Y		Y		Y		Y		Y
	5	Acknowledged Addendums (1thru 8)				Y		Y		Y		Y		Y w/#8 REPLY
	6	W-9 Form				Y		Y		Y		Y		Y
	7	Insurance Certificate(s)				Y		Y		Y		Y		Y
	8	Licenses/certifications				Y		Y		Y		Y		Y
	9	Contract Review/acceptance				Y		Y		Y		Y		Y
	10	Contractors Questionnaire Completed				Y		Y		Y		Y		Y
	11	Required Forms (Non-collusion, Buy America,Cert Regarding Lobbying,Cert.Regarding Debarment, Suspension, Ineligibility & Volutary Exclusion-Primary Covered Transactions; & Contractor Verification,Trench Sty.)				Y		Y		Y		Y		Y
	12	Five Reference Check Forms				Y		Y		Y		Y		Y
	13	Within Project Completion of 240 calendar days.				Y		Y		Y		Y		Y
	14	Legal & licenses verified by OMB				Y		Y		Y		Y		Y
		NOTE:	Mancil's Tractor Service, Inc. - non compliant with calendar days for project completion.- 290 calendar days.											
	1	MELVIN BUSH CONSTRUCTION	$1,817,095.91											
	2	FELIX ASSOCIATES OF FLORIDA, INC.	$1,961,633.10											
	3	ARBOR TREE & LAND		Contractor deemed unresponsive due to insufficient liscensing.										
	4	RIC-MAN INTERNATIONAL	$2,308,947.70											
	5	UNDERWATER ENGINEERING SERVICES, INC.		Contractor can not complete specified work within the 240 calendar day time frame as stated in the Bid Specifications.										
	6	CLOSE CONSTRUCTION	$2,373,034.78											
	7	GIBBS & REGISTER, INC.	$2,525,104.00											
	0	MANCIL'S TRACTOR SERVICE, INC.		Contractor can not complete specified work within the 240 calendar day time frame as stated in the Bid Specifications.										

BID TABULATION SHEET
SB 20120008
St. Lucie North Drainage Basin Improvements

	SEALED BID 20120008 - SLNORTH DRAINAGE BASIN PROJT.		CLOSE CONSTRUCTION	MELVIN BUSH CONSTN.	FELIX ASSOCIATES OF FL	RIC-MAN INTERNATIONAL	GIBBS & REGISTER
	SUMMARY OF BASE PROJECT AMOUNTS						
	BID SCHEDULE						
	SCHEDULE 1 SUB TOTAL		$113,925.35	$125,437.00	$155,630.65	$103,514.50	155647.00
	SCHEDULE 2 SUB TOTAL		$41,350.00	$81,112.50	$42,937.50	$36,125.00	85250.00
	SCHEDULE 3 SUB TOTAL		$35,895.00	$11,018.75	$27,308.75	$25,564.50	44945.00
	SCHEDULE 4 SUB TOTAL		$145,045.00	$189,762.50	$137,481.50	$166,945.00	183770.00
	SCHEDULE 5 SUB TOTAL		$27,635.00	$14,675.00	$18,745.00	$13,050.00	35800.00
	SCHEDULE 6 SUB TOTAL		$31,850.00	$10,412.50	$20,362.50	$15,235.00	37450.00
	SCHEDULE 7 SUB TOTAL		$164,110.00	$108,960.00	$174,889.00	$160,891.00	181030.00
	SCHEDULE 8 SUB TOTAL		$202,948.98	$143,163.36	$138,066.50	$309,707.00	153803.00
	SCHEDULE 9 SUB TOTAL		$216,458.60	$242,007.70	$191,110.10	$306,338.20	235885.00
	SCHEDULE 10 SUB TOTAL		$73,955.00	$33,392.90	$66,371.50	$56,841.00	122945.00
	SCHEDULE 11 SUB TOTAL		$154,030.96	$74,922.04	$88,074.75	$109,134.00	127105.00
	SCHEDULE 12 SUB TOTAL		$266,391.80	$192,709.50	$203,613.10	$276,454.20	316088.00
	SCHEDULE 13 SUB TOTAL		$330,752.75	$252,046.29	$252,828.90	$335,131.80	335154.00
	SCHEDULE 14 SUB TOTAL		$151,869.32	$85,771.71	$120,458.25	$91,145.50	161965.00
	SCHEDULE 15 SUB TOTAL		$203,779.50	$113,220.94	$156,016.50	$139,818.80	211627.00
	SCHEDULE 16 SUB TOTAL		$213,027.52	$138,473.22	$167,728.60	$163,042.20	136630.00
	Indemnification Fee	1	$ 10.00 $10.00	$ 10.00 $10.00	$ 10.00 $10.00	$ 10.00 $10.00	$ 10.00 $ 10.00
	BID TOTAL Schedule A>>>>		CLOSE>>> **$2,373,034.78**	BUSH>> **$1,817,095.91**	FELIX>> **$1,961,633.10**	RIC-MAN>> **$2,308,947.70**	GIBBS>> **$2,525,104.00**
	CALENDAR DAYS FOR COMPLETION>>>		**240 DAYS**	**240 DAYS**	**240 DAYS**	**240 DAYS**	**240 DAYS**
	BID RESPONSES REVIEWED						
1	Bid Reply Sheet with proper signatures w/checklist		Y	Y	Y	Y	Y
2	Bid Reply Excel Spreadsheet (2nd Revised) for Schedule A w/electronic copy/CD		Y	Y	Y	Y (DVD)	Y (DVD blank)
3	5% Bid Bond		Y	Y	Y	Y	Y
4	Drug Free Workplace Form		Y	Y	Y	Y	Y
5	Acknowledged Addendums (1thru 8)		Y	Y	Y	Y	Y w/#8 REPLY
6	W-9 Form		Y	Y	Y	Y	Y
7	Insurance Certificate(s)		Y	Y	Y	Y	Y
8	Licenses/certifications		Y	Y	Y	Y	Y
9	Contract Review/acceptance		Y	Y	Y	Y	Y
10	Contractors Questionnaire Completed		Y	Y	Y	Y	Y
11	Debarment, Suspension, Ineligibility & Volutary Exclusion-Primary Covered Transactions; & Contractor Verification,Trench Sty.)		Y	Y	Y	Y	Y
12	Five Reference Check Forms		Y	Y	Y	Y	Y
13	Within Project Completion of 240 calendar days.		Y	Y	Y	Y	Y
14	Legal & licenses verified by OMB		Y	Y	Y	Y	Y
	NOTE:	Mancil's Tractor Service, Inc. - non compliant with calendar days for project completion.- 290 calendar days.					
1	MELVIN BUSH CONSTRUCTION	$1,817,095.91					
2	FELIX ASSOCIATES OF FLORIDA, INC.	$1,961,633.10					
4	RIC-MAN INTERNATIONAL	$2,308,947.70					
6	CLOSE CONSTRUCTION	$2,373,034.78					
7	GIBBS & REGISTER, INC.	$2,525,104.00					
0	~~MANCIL'S TRACTOR SERVICE, INC.~~		Contractor can not complete specified work within the 240 calendar day time frame as stated in the Bid Specifications.				
	~~UNDERWATER ENGINEERING SERVICES, INC.~~		Contractor can not complete specified work within the 240 calendar day time frame as stated in the Bid Specifications.				
	~~ARBOR TREE & LAND~~		Contrator non-responsive due to lack of proper licensing				

ORIGINAL

Bid Reply/Response Sheet #20120008

St. Lucie North Drainage Basin Improvements

1. **COMPANY NAME**: Melvin Bush Construction, Inc

DIVISION OF: _____

PHYSICAL ADDRESS: 2748 SW Casella Street

MAILING ADDRESS: 2748 SW Casella Street

CITY, STATE, ZIP CODE: Port St. Lucie, FL 34953

TELEPHONE NUMBER: ( ) 772-336-0623 FAX NO. ( ) 772-336-0488

CONTACT PERSON: Melvin Bush E-MAIL: Melvinbushconstr@bellsouth.net

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

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

Melvin Bush
President
Johanne Bush
Vice President
Melvin Bush
Treasurer

How long in present business: 23 years How long at present location: 18 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	1/9/12
2 3	1/13/12 1/20/12
4 5	1/23/12 1/27/12
6 7 8	2/6/12 2/9/12 2/9/12

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 DemandStar by 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 given to City by Contractor when payment is made with Visa:
N/A %

5.3 Bid Reply Sheet Totals from Schedule "A": $ 1,817,095.91.
(This figure must match the Bid Excel Reply Spreadsheet-submit electronic copy with bid response.)

Number of calendar days for completion of project: 240 calender days

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include all labor, materials, equipment and warrantees unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

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

Melvin Bush — President
Signature — *Title*

10. **CERTIFICATION**

This bid is submitted by: Name (print) Melvin Bush 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.

Melvin Bush — 2/09/12
Signature — *Date*

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.

(seal)

Johanne Bush, Secretary

CONTRACTOR'S QUESTIONNAIRE
BID #20120008
ST. LUCIE NORTH DRAINAGE BASIN IMPROVEMENTS

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 Bidders to perform the work required. The Bidder waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Bidder.

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 9th day of February, 2012.

Melvin Bush Construction, Inc
Name of Organization / Proposer

Submitted by: Melvin Bush, 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:
When incorporated May 17, 1989
In what State Florida

Name of Officers:
President Melvin Bush
Vice President Johanne Bush
Secretary Johanne Bush
Treasurer Melvin Bush

3. If a Partnership, answer the following:
Date of organization _____
General Limited Partnership _____
Name and address of each partner:

(Attach additional pages if necessary)

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

Melvin Bush Construction, Inc	Ph (772) 336-0623
2748 SW Casella Street	Fax(772) 336-0488
Port St. Lucie, FL 34953	email: Melvinbushconstr@bellsouth.net
	Contact Person: Melvin Bush

5. Firm's previous names (if any) N/A — What year(s)

6. Area of expertise: Underground Utilities: Water, Sewer, Drainage, etc.

7. How many years has your organization been in business? 42-yrs / 23-yrs Corporation

8. Describe organization profile, including the size, range of activities, licenses, etc.
Melvin Bush Construction is an Underground Utility Contractor, including, but not limited to: Drainage, Gravity Sewer Mains, Potable Water Mains, Force Mains, Lift Stations, Open Drainage Canals, Gabion Drainage Installation, Canal Bank Restoration. Retaining Walls, Excavation, Concrete , Concrete Sidewalk and Curbing, Resident Local Contractor
(Attached additional pages if necessary.)

9. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners	0	0	0
b. Managers	2	2	2
c. Supervisors Senior Staff	5	6	4
d. Other Professional Staff	26	35	21
g. Total number of full time personnel	33	43	27

10. What is the drainage construction experience of the principals and supervisory personnel of your organization?
(Add resumes of person that will be assigned to this project – limit one page per person.-optional)

Name	Title	Years of Experience	% of Time to be Spent on City Project	In What Capacity and With Whom
Melvin Bush	President	42yrs	80%	All
Steve Bush	Superintendent	26yrs	50%	Estimating
Kevin Bush	Supervisor	23yrs	100%	Supervising
Mike Vossen	Supervisor	24yrs	70%	Supervising

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
Mike Vossen	Water, Sewer, Drainage, Canal Bank Restoration,
	Watershed Drainage Improvements
Kevin Bush	Culvert Replacements, Sidelot Drainage Replacements
	Concrete Sidewalk Installation, Watershed Improvements

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:
Melvin Bush Construction, Inc., is a resident local contractor in Port St. Lucie and has projected by the start of this project, the majority of our contracts and projects on hand will be completed. Melvin Bush Construction has the necessary equipment and staff available to assign to this project to have it completed within the contract time allowed, with the exceptions of any unforeseen issues.

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

Name	Current and Projected Workloads
Mike Vossen	Tiffany Intake Channel Restoration
Bruce Morelli	City of PSL Culverts
Carlos Almedia	53rd Street Improvements

15. State your firm's ability to meet budget and schedule:
Melvin Bush Construction, Inc has many years of experience working with the City of Port St. Lucie and other county entities and has built an exceptional working relationship. Melvin Bush Construction has always focused on staying on schedule and within budget, also to provide any cost savings to the owners, when possible.

16. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:
Stay on schedule, communication and organization

17. Identify any sub-contractor(s) that will be involved, including address(s) and a description of qualification(s). **The "Certification Regarding Lobbying" form must be submitted with each subcontractor listed.**

Name	Address	Qualifications
Sampson Tree Service	2170 SW Conant Ave Port St. Lucie, FL 34953	Certified Arborist
Betsy Lindsay, Inc	7997 SW Jack James Drive Stuart, FL 34997	Land Surveyor
Palm City Sod	5350 SW Martin Hwy Stuart, FL 34990	Landscaping

18. Has the Bidder 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

(Attached additional pages if necessary.)

19. Has the Bidder 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:

N/A

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

N/A

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

N/A

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

N/A

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 proposal.

24. Has the Bidder 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. $ 10,000,000.00 .

25. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)

Experience and organizations, Proper equipment and staff

(Balance of page intentionally left blank.)

Melvin Bush Construction, Inc
2748 SW Casella Street
Port St. Lucie, FL 34953
Ph (772) 336-0623 / Fax (772) 336-0488

Bid Number 20120008
Bid Name St. Lucie North Drainage Basin Improvements

Contractors Questionnaire
 # 12
Provide an organization chart identifying relationship of entity and sub-contractors (if any) and the role description of key personnel

Contractor Melvin Bush Construction, Inc

Key Personnel	Melvin Bush	Owner
	S. Bush	Superintendent
	K. Bush	Supervisor
	M. Vossen	Supervisor

Description of Work Survey Staking and as-Builts — Certification
Sub Contractor:
Betsy Lindsay
7997 SW Jack James Drive
Stuart, FL 34997
Ph - (772) 286-5753 / Fax (772) 286-5933

Minority, Women & Service-Disable Veterans
Disadvantage Business Enterprises
Small/Woman Business Enterprise

Description of Work Clearing
Sub Contractor:
Sampson Tree Service
2170 SW Conant Avenue
Port St. Lucie, FL 34953
Ph - (772) 336-3456 / Fax (772) 336-5763

Certified Minority Business Enterprise? **NO**

Description of Work Sod Replacement
Sub Contractor:
Palm City Sod
5350 SW Martin Hwy
Stuart, FL 34990
Ph - (772) 287-5944/ Fax - (772) 221-3281

Certified Minority Business Enterprise? **NO**

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

March 23, 2010

Rene Hankins, Office Manager
BETSY LINDSAY, INC.
7997 SW Jack James Drive
Stuart, Florida 34997

Dear Ms. Hankins:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 8 - Survey and Mapping

8.1 - Control Surveying
8.2 - Design, Right of Way & Construction Surveying
8.4 - Right of Way Mapping

Your firm is now qualified to do work for the Department for minor projects only. This level of qualification allows consultants to compete for minor projects with fees estimated at below $250,000.00.

Your Notice of Qualification shall be valid for one year from the date of this letter. We will automatically notify your firm 45 to 60 days prior to your update deadline.

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/smr

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

October 23, 2007

Certified Mail – Return Receipt Requested

Betsy Lindsay, Inc.
Ms. Betsy A. Lindsay
7997 SW Jack James Drive
Stuart FL 34997

ANNIVERSARY DATE- Annually on April 30

Dear Ms. Lindsay:

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the **Florida Unified Certification Program [UCP]** as a **Disadvantaged Business Enterprise [DBE]** in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the **Anniversary Date.** You must submit the annual **AFFIDAVIT FOR CONTINUING ELIGIBILITY** no later than the **Anniversary Date.** Failure to do so will result in immediate action to decertify the firm.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. **Prime contractors and consultants should verify your firms DBE certification status, and identify the only work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet; at http://www.bipincwebapps.com/biznetflorida/ or through The Department' website at www.dot.state.fl.us/equalopportunityoffice, then select "DBE Directory."

DBE certification is **NOT** a/ guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA)

projects in Florida is a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

NAICS:	FDOT Specialty Code & Description
541370	946-Land Surveying & Mapping Services
541340	947-CADD Services

Questions or concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879.

Sincerely,

John Goodeman
DBE Certification Manager

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
Bid #20120008

State of Florida }

County of St. Lucie }

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

1. They are President of Melvin Bush Construction, Inc the Bidder that
(Title) (Name of Company)

has submitted the attached bid/PROPOSAL; 20120008 St. Lucie North Drainage Improvements

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid/PROPOSAL; 20120008 St. Lucie North Drainage Improvements

3. Such Bid/Proposal is genuine and is not a collusive or sham Bid; 20120008 - St. Lucie North Drainage Improvements

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) Melvin Bush

(Title) President

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

The foregoing instrument was acknowledged before me this 2/09/2012
(Date)

by: Melvin Bush who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

NOTARY PUBLIC STATE OF FLORIDA
Mary E. Oehler
Commission # DD802112
Expires: AUG. 14, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Mary E. Oehler
Notary (print & sign name)

Commission No. DD802112

State of Florida

Minority, Women & Service-Disabled Veteran

Business Certification

Betsy Lindsay, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

05/19/2010 to 05/19/2012

Linda H. South, Secretary

Florida Department of Management Services
Office of Supplier Diversity

PALM BEACH COUNTY
OFFICE OF SMALL BUSINESS ASSISTANCE

CERTIFIES THAT

BETSY LINDSAY, INC.

VENDOR # **BETS0002**

is a Small/Women Business Enterprise as prescribed by Section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from August 20, 2010 to August 19, 2013.

The following Services and/or Products are covered under this certification:

Land Surveyor Services
Mapping Services (including cartography and surveying services, not aerial)

Palm Beach County Board of County Commissioners

Burt Aaronson, Chair
Karen T. Marcus, Vice Chair
Shelley Vana
Steven L. Abrams
Jess F. Santamaria
Priscilla Taylor

County Administrator
Robert Weisman

Deputy County Administrator
Verdenia C. Baker

Hazel Oxendine, Director
August 20, 2010

PALM BEACH COUNTY • FLORIDA •

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: 20120008
Title: **St. Lucie North Drainage Basin Improvements**

Bidder: Melvin Bush Construction, Inc

Reference: Dickerson Florida, Inc Fax #: (772) 429-4445

Email: Ldale@dfifl.com Telephone #: (772) 429-4444

Person to contact: Larry Dale

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	

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: 20120008
Title: **St. Lucie North Drainage Basin Improvements**
Bidder: Melvin Bush Construction, Inc.
Reference: St. Lucie County Fax #: (772) 462-2362
Email: DayanP@stlucieco.org Telephone #: (772) 462-2153
Person to contact: Patrick Dayan

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	

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: 20120008
Title: **St. Lucie North Drainage Basin Improvements**
Bidder: Melvin Bush Construction, Inc
Reference: City of Melbourne Fax #: (321) 608-7319
Email: JClark@melbourneflorida.org Telephone #: (321) 508-3080
Person to contact: John Clark

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	

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: 20120008
Title: **St. Lucie North Drainage Basin Improvements**

Bidder: Melvin Bush Construction, Inc

Reference: Indian River County Fax #: (772) 770-5140

Email: Gsparks@ircgov.com Telephone #: (772) 226-1823

Person to contact: Gordon Sparks

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	

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: 20120008
Title: **St. Lucie North Drainage Basin Improvements**
Bidder: Melvin Bush Construction, Inc.
Reference: City of Port St. Lucie Utilities Fax #: (772) 873-6400
Email: Lsoutherly@cityofpsl.com Telephone #: (772) 871-7615
Person to contact: Laney Southerly

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	

Bid #20120008
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: Melvin Bush Construction, Inc

Authorized By: _____ Melvin Bush
(Sign) (Print Name)

Title: President Date: 2/9/12

BID #20120008
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 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: Melvin Bush Construction, Inc

Authorized By: Melvin Bush — Melvin Bush
(Sign) (Print Name)

Title: President Date: 2/9/12

(All Subcontractors are required to submit this form with the Prime Contractor's Bid)

BID #20120008

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: Melvin Bush Construction, Inc

Authorized By: Melvin Bush (Sign) Melvin Bush (Print Name)

Title: President Date: 2/9/12

CITY OF PORT ST. LUCIE
BID # 20120008

PROJECT TITLE: St. Lucie North Drainage Basin Improvements

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Melvin Bush Construction, Inc

Corporate Title: President

Address: 2748 SW Casella Street

Port St. Lucie, FL 34953
(Zip Code)

By: Melvin Bush — President
(Print name) (Print title)

(Authorized Signature)

Telephone: (772) 336-0623

Fax: (772) 336-0488

State License # CUC1223819 **(ATTACH COPY)**

County License # 1799-00902146 **(ATTACH COPY)**

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

Type of License: Certified Underground Utilities

Unlimited No (yes/no)

If "NO", Limited to what trade? Underground Utilities

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: St. Lucie North Drainage Basin Improvements

Project Location: Port St. Lucie, Florida

Project Number 20120008

Project Location (See Plans)

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractor's are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.
Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

One Thousand Dollars (Written) — $1,000.00 (Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Melvin Bush Construction, Inc
(Company Contractor)

By: [signature]
(President's Signature) Melvin Bush, President
(President's Typed or Printed Name)

Sworn to and subscribed before me in St. Lucie County, Florida on the 9th day of Feb., 2012.

NOTARY PUBLIC-STATE OF FLORIDA
Mary E. Oehler
Commission # DD802112
Expires: AUG. 14, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[signature]
NOTARY PUBLIC

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that Melvin Bush Construction, Inc does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Melvin Bush
Bidder's Signature
2/9/12
Date

CHECKLIST
Bid #20120008
St. Lucie North Drainage Basin Improvements

Name of Bidder: Melvin Bush Construction, Inc

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

X Bid Reply Sheet #20120008 with proper signature.

X Bid Reply Excel Spreadsheet Schedule "A". An electronic copy (CD) is also requested.

X Drug-Free Workplace Form .

X 5% Bid Bond included in submitted Bid Response .

X All pricing has been mathematically reviewed .

X All price extensions and totals have been thoroughly checked.

X Each Bid Addendum (when issued) is acknowledged on the Bid Reply Sheet #20120008.

X Required W-9 as per Section 1.24.1 .

X Copy of Insurance Certificate in accordance with Section 5 of the Bid documents .

X Copy of all required licenses and certifications to do specified work in the City of Port St. Lucie.

X Have reviewed the Contract and accept all City Terms and Conditions.

X Contractor's Questionnaire completed and included in Bid Response.

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

X 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).

X Five (5) (top portion completed) Reference Check Forms.

X Copy of this Checklist.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

CITY OF PORT ST. LUCIE LOCAL BUSINESS TAX RECEIPT

TERM: October 1, 2011 to September 30, 2012

This receipt does not guarantee that the receipt holder is competent to perform in the business, but that the holder has paid the required tax. Valid only when all state and local licensed trade licenses / competency cards are valid for the current fiscal year as required by law.

THIS RECEIPT MUST BE EXHIBITED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS

VALID AT THIS BUSINESS ADDRESS ONLY

RECEIPT FOR TAX PAID ONLY! THIS RECEIPT DOES NOT GIVE HOLDER THE AUTHORITY TO OPEN THIS BUSINESS WITHOUT MEETING ALL STATE AND LOCAL REQUIREMENTS

Business Tax 102271 / 12-1013249

Business Address: 2748 SE CASELLA ST

Fee: 127.63

Classification: CONT CONTRACTOR

Discount: 0.00

Issued to: MELVIN BUSH CONSTRUCTION INC
2748 SE CASELLA ST

PORT ST LUCIE FL 34953

Mary L Mastro
BUSINESS TAX AUTHORITY

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE

LOCAL BUSINESS TAX RECEIPT **CITY OF PORT ST. LUCIE** Ywhite

Fees: 127.63 Late Fees: 0.00 Total this payment : 127.63

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

100356

BUSH, MELVIN A
MELVIN BUSH CONSTRUCTION INC
2748 CASELLA STREET
PORT ST LUCIE, FL 34953

SIGNATURE

UNDERGROUND UTILITIE

FL#: CUC 1223819

PSL12*2006

AC# 4987240

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10060701119

DATE	BATCH NUMBER	LICENSE NBR
06/07/2010	090467452	CUC1223819

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

BUSH, MELVIN A
MELVIN BUSH CONSTRUCTION INC
2748 SW CASELLA STREET
PORT SAINT LUCIE FL 34953

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

2011 / 2012 **ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT** RECEIPT # 1799-00902146

BOB DAVIS, CPA, CGFO, CFC, ST. LUCIE COUNTY TAX COLLECTOR

EXPIRES SEPTEMBER 30, 2012

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 30

TYPE OF BUSINESS 1799 MISC/SPECIALTY CONTRACTOR (UNDERGROUND UTILITIES)

BUSINESS/ Melvin A Bush

DBA NAME Melvin Bush Construction Inc

MAILING ADDRESS Melvin Bush
Melvin A Bush
2748 Casella St
Port St Lucie, FL 34952

BUSINESS LOCATION 2748 Casella Street
Port St Lucie, FL 34952

City of Pt St Lucie RU 0054441 NONEXEMPT

RENEWAL ORIGINAL TAX	$27.55
PENALTY	
COLLECTION COST	
TOTAL	$27.55

Paid 07/25/2011 27.55 0033-20110725-002084

Melvin Bush Construction, Inc
2748 SW Casella Street
Port St. Lucie, FL 34953
Ph (772) 336-0623 / Fax (772) 336-0488

Bid Number 20120008
Bid Name St. Lucie North Drainage Basin Improvements

Subcontractor List

	Sub-Contractor	Description	Minority Status
1	Betsy Lindsay 7997 SW Jack James Drive Stuart, FL 34997 Ph (772) 286-5753 / Fax (772) 286-5933	Survey Staking and As-Builts	Minority, Women & Service Disable Disadvantage Business Enterprise Small/woman Business Enterprise
2	Sampson Tree Service 2170 SW Conant Avenue Port St. Lucie, FL 34953 Ph (772) 336-3456 / Fax (772) 336-5763	Clearing & Grubbing	Certified Minority Business Enterprise? **NO**
3	Palm City Sod 5350 SW Martin Hwy Stuart, FL 34990 Ph (772) 287-5944 / Fax (772) 221-3281	Sod Replacement	Certified Minority Business Enterprise? **NO**

Form **W-9**
(Rev. December 2011)
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 (as shown on your income tax return)
Melvin Bush Construction, Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
2748 SW Casella Street

Requester's name and address (optional)
City of Port St. Lucie
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

City, state, and ZIP code
Port St. Lucie, FL 34953

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. 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 3. 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 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
5 9 – 2 9 5 0 6 2 0

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. citizen or other U.S. person (defined below).

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 4.

Sign Here | **Signature of U.S. person ▶** Melvin Bush | **Date ▶** 2/9/2012

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

BID #20120008
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 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: Sampson Tree Services

Authorized By: _____ Richard A. Sampson
(Sign) (Print Name)

Title: President Date: 2-9-2012

(All Subcontractors are required to submit this form with the Prime Contractor's Bid)

BID #20120008
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 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: Batsy Lindsay INC.

Authorized By: _____ DAVID WICHSER
(Sign) (Print Name)

Title: Secretary Date: 2/8/12

(All Subcontractors are required to submit this form with the Prime Contractor's Bid)

BID #20120008
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 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: Palm City Sod

Authorized By: Doug Kelley (Sign) Doug Kelley (Print Name)

Title: President Date: 2/9/12

(All Subcontractors are required to submit this form with the Prime Contractor's Bid)

MELVIN1 OP ID: N0

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/25/12

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

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

PRODUCER
Brown & Brown of Florida, Inc.
1201 W Cypress Creek Rd # 130
P.O. Box 5727
Ft. Lauderdale, FL 33310-5727
Michael Gorham
954-776-2222
954-776-4446

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FCCI Commercial Ins Co	33472
INSURER B : Bridgefield Employers Ins. Co	10701
INSURER C : National Trust Insurance Co	20141
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Melvin Bush Construction, Inc.
Attn: Johanne Bush
2748 SW Casella Street
Port St. Lucie, FL 34953

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $1,000 Property Damage Deductible GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GL00116631	04/17/11	04/17/12	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CA00182451	04/17/11	04/17/12	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		83026276	01/01/12	01/01/13	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

MELVIN1

Melvin Bush Construction, Inc.
2748 SW Casella St.
Port St. Lucie, FL 34953

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF PORT ST. LUCIE
ST. LUCIE NORTH
DRAINAGE BASIN IMPROVEMENTS
SB #20120008 Bid Reply Sheet-Schedule A

Contractor is to fully understand that the Lump Sum or Unit Price for all items shall include a sufficient allowance for the completion of all work for this project, including but not limited to, all profit and overhead, incidentals, bonding, all labor, supervision, testing, machinery, equipment, tools, materials, dewatering, (incidental dewatering trenches / temporary ditch), services, utility restraints, glands, straps, coordination with utility companies, clean up and other means of construction necessary to complete the described work. An electronic copy of this bid reply should be included in bid response.

COMPANY NAME: Melvin Bush Construction, Inc

SCHEDULE 1 - STRUCTURE 8-01

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
		GENERAL ITEMS				
1	101-1	MOBILIZATION	LS	1	$ 2,000.00	$ 2,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 2,500.00	$ 2,500.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	55	$ 12.00	$ 660.00
4	104-13-1	STAKED SILT FENCE	LF	395	$ 1.25	$ 493.75
5	110-1-1	CLEARING & GRUBBING (INCLUDES SELECTIVE C&G)	LS	1	$ 5,800.00	$ 5,800.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 2,100.00	$ 2,100.00
		Total for General Items	--	--	--	$ 13,553.75
		ROADWAY AND DRAINAGE				
7	120-6	EMBANKMENT (FILL)	CY	400	$ 13.00	$ 5,200.00
8	400-1-2	CLASS 1 CONCRETE (ENDWALLS)	CY	33	$ 1,917.00	$ 63,261.00
9	430-94-5	DESILTING PIPE (61" OR GREATER)	LF	464	$ 6.00	$ 2,784.00
10	530-78	RIPRAP - ARTICULATING BLOCK	SY	200	$ 134.00	$ 26,800.00
11	550-10-220	FENCING (TYPE 'B') (5.1'-6.0') (STANDARD)(Remove/Replace)	LF	81	$ 30.25	$ 2,450.25
12	999-99-998	MANATEE GRATE (ALUMINUM) (72" DIA OPENING)	EA	4	$ 1,962.00	$ 7,848.00
13	999-99-999	MANATEE PROTECTION ACTIVITIES & SIGNAGE	LS	1	$ 150.00	$ 150.00
		Total for Roadway and Drainage	--	--	--	$ 108,493.25
		PLANTING & GRASSING				
14	575-1	SODDING	SY	600	$ 3.15	$ 1,890.00
15	599-999	IRRIGATION REPAIR ALLOWANCE	ALLOW	1	$ 1,500.00	$ 1,500.00
		Total for Planting and Grassing	--	--	--	$ 3,390.00
		SCHEDULE 1 SUB-TOTAL	--	--	--	**$ 125,437.00**

SCHEDULE 2 - C-108 CANAL CLEARING & REGRADING

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
		GENERAL ITEMS				
1	101-1	MOBILIZATION	LS	1	$ 2,000.00	$ 2,000.00
2	104-13-1	STAKED SILT FENCE	LF	4,250	$ 1.25	$ 5,312.50
3	110-1-1	CLEARING & GRUBBING (INCLUDES SELECTIVE C&G)	LS	1	$ 51,750.00	$ 51,750.00
		Total for General Items	--	--	--	$ 59,062.50
		PLANTING & GRASSING				
4	575-1	SODDING	SY	7,000	$ 3.15	$ 22,050.00
		Total for Planting and Grassing	--	--	--	$ 22,050.00
		SCHEDULE 2 SUB-TOTAL	--	--	--	**$ 81,112.50**

SCHEDULE 3 - C-108 CANAL DETENTION AREA 1

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
		GENERAL ITEMS				
1	101-1	MOBILIZATION	LS	1	$ 2,000.00	$ 2,000.00
2	104-13-1	STAKED SILT FENCE	LF	1,195	$ 1.25	$ 1,493.75
3	110-1-1	CLEARING & GRUBBING (INCLUDES SELECTIVE C&G)	LS	1	$ 5,750.00	$ 5,750.00
		Total for General Items	--	--	--	$ 9,243.75
		PLANTING & GRASSING				
4	120-6	EMBANKMENT (FILL)	CY	50	$ 4.00	$ 200.00
5	575-1	SODDING	SY	500	$ 3.15	$ 1,575.00
		Total for Planting and Grassing	--	--	--	$ 1,775.00
		SCHEDULE 3 SUB-TOTAL	--	--	--	**$ 11,018.75**

SCHEDULE 4 - C-108 CANAL STRUCTURE 8-02

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
		GENERAL ITEMS				
1	101-1	MOBILIZATION	LS	1	$ 2,000.00	$ 2,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 1,500.00	$ 1,500.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	95	$ 12.00	$ 1,140.00
4	104-13-1	STAKED SILT FENCE	LF	410	$ 1.25	$ 512.50
5	110-1-1	CLEARING & GRUBBING (INCLUDES SELECTIVE C&G)	LS	1	$ 5,750.00	$ 5,750.00

CITY OF PORT ST. LUCIE
ST. LUCIE NORTH
DRAINAGE BASIN IMPROVEMENTS
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6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 2,100.00	$ 2,100.00
		Total for General Items	--	--	--	$ 13,002.50
		ROADWAY AND DRAINAGE				
7	120-6	EMBANKMENT (FILL)	CY	100	$ 13.00	$ 1,300.00
8	530-78	RIPRAP - ARTICULATING BLOCK (INCLUDES FIBRIFORM REMOVAL)	SY	1,300	$ 134.00	$ 174,200.00
		Total for Roadway and Drainage	--	--	--	$ 175,500.00
		PLANTING & GRASSING				
9	575-1	SODDING	SY	400	$ 3.15	$ 1,260.00
		Total for Planting and Grassing	--	--	--	$ 1,260.00
		SCHEDULE 4 SUB-TOTAL	--	--	--	**$ 189,762.50**

SCHEDULE 5 - C-108 CANAL DETENTION AREA 2

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
		GENERAL ITEMS				
1	101-1	MOBILIZATION	LS	1	$ 2,000.00	$ 2,000.00
2	104-11	FLOATING TURBIDITY BARRIER	LF	300	$ 12.00	$ 3,600.00
3	104-13-1	STAKED SILT FENCE	LF	1,400	$ 1.25	$ 1,750.00
4	110-1-1	CLEARING & GRUBBING (INCLUDES SELECTIVE C&G)	LS	1	$ 5,750.00	$ 5,750.00
		Total for General Items	--	--	--	$ 13,100.00
		PLANTING & GRASSING				
5	575-1	SODDING	SY	500	$ 3.15	$ 1,575.00
		Total for Planting and Grassing	--	--	--	$ 1,575.00
		SCHEDULE 5 SUB-TOTAL	--	--	--	**$ 14,675.00**

SCHEDULE 6 - C-108 CANAL DETENTION AREA 3

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
		GENERAL ITEMS				
1	101-1	MOBILIZATION	LS	1	$ 2,000.00	$ 2,000.00
2	104-11	FLOATING TURBIDITY BARRIER	LF	200	$ 12.00	$ 2,400.00
3	104-13-1	STAKED SILT FENCE	LF	1,250	$ 1.25	$ 1,562.50
4	110-1-1	CLEARING & GRUBBING (INCLUDES SELECTIVE C&G/HAND CLEARING)	LS	1	$ 2,875.00	$ 2,875.00
		Total for General Items	--	--	--	$ 8,837.50
		PLANTING & GRASSING				
5	575-1	SODDING	SY	500	$ 3.15	$ 1,575.00
		Total for Planting and Grassing	--	--	--	$ 1,575.00
		SCHEDULE 6 SUB-TOTAL	--	--	--	**$ 10,412.50**

SCHEDULE 7 - C-108 CANAL STRUCTURE 8-06

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
		GENERAL ITEMS				
1	101-1	MOBILIZATION	LS	1	$ 2,000.00	$ 2,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 2,000.00	$ 2,000.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	120	$ 12.00	$ 1,440.00
4	104-13-1	STAKED SILT FENCE	LF	500	$ 1.25	$ 625.00
5	110-1-1	CLEARING & GRUBBING (INCLUDES PINE TREE REMOVAL)	LS	1	$ 13,490.00	$ 13,490.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 2,100.00	$ 2,100.00
		Total for General Items	--	--	--	$ 21,655.00
		ROADWAY AND DRAINAGE				
7	120-5	CHANNEL EXCAVATION (ALLOWANCE)	CY	1000	$ 7.50	$ 7,500.00
8	524-2	CONCRETE SLOPE PAVEMENT (FABRIFORM REPAIR ALLOWANCE)	SY	1,000	$ 44.00	$ 44,000.00
9	524-2-3	CONC. SLOPE PAVEMENT, NON-REINF. (5") (REPLACEMENT ALLOWANCE)	SY	750	$ 46.27	$ 34,702.50
		Total for Roadway and Drainage	--	--	--	$ 86,202.50
		PLANTING & GRASSING				
10	575-1	SODDING	SY	350	$ 3.15	$ 1,102.50
		Total for Planting and Grassing	--	--	--	$ 1,102.50
		SCHEDULE 7 SUB-TOTAL	--	--	--	**$ 108,960.00**

SCHEDULE 8 - C-107 CANAL DRY DETENTION POND

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
		GENERAL ITEMS				
1	101-1	MOBILIZATION	LS	1	$ 2,000.00	$ 2,000.00

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2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 1,500.00	$ 1,500.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	105	$ 12.00	$ 1,260.00
4	104-13-1	STAKED SILT FENCE	LF	1,850	$ 1.25	$ 2,312.50
5	110-1-1	CLEARING & GRUBBING INCLUDES SIDEWALK REMOVAL	LS	1	$ 2,500.00	$ 2,500.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 2,100.00	$ 2,100.00
		Total for General Items	--	--	--	$ 11,672.50
		ROADWAY AND DRAINAGE				
7	120-1	EXCAVATION (CUT)	CY	10,000	$ 4.50	$ 45,000.00
8	425-1-521	TYPE 'C' INLET (=< 10')	EA	1	$ 1,102.00	$ 1,102.00
9	425-1-551	TYPE 'E' INLET (=< 10') (INCLUDES WEIRS, WEIR GUARD, BAFFLE, ETC.)	EA	2	$ 2,476.00	$ 4,952.00
10	430-175-124	24" REINFORCED CONCRETE PIPE	LF	68	$ 44.00	$ 2,992.00
11	430-175-218	14"x 23" ELLIPTICAL REINFORCED CONCRETE PIPE	LF	26	$ 37.11	$ 964.86
12	430-982-129	MITERED END SECTION (24")	EA	1	$ 370.00	$ 370.00
13	430-982-625	MITERED END SECTION (14"x 23")	EA	1	$ 360.00	$ 360.00
14	522-1	CONCRETE SIDEWALK, 4" THICK	SY	450	$ 36.00	$ 16,200.00
15	524-2-3	CONCRETE SLOPE PAVEMENT, NON-REINFORCED (5")	SY	9	$ 50.00	$ 450.00
16	9999	UTILITY ADJUSTMENT (ALLOWANCE)	ALLOW	1	$ 15,000.00	$ 15,000.00
		Total for Roadway and Drainage	--	--	--	$ 87,390.86
		PLANTING & GRASSING				
17	575-1	SODDING	SY	14,000	$ 3.15	$ 44,100.00
		Total for Planting and Grassing	--	--	--	$ 44,100.00
		SCHEDULE 8 SUB-TOTAL	--	--	--	**$ 143,163.36**

SCHEDULE 9 - C-107 CANAL STRUCTURE 7-01

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
		GENERAL ITEMS				
1	101-1	MOBILIZATION	LS	1	$ 2,000.00	$ 2,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 2,500.00	$ 2,500.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	155	$ 12.00	$ 1,860.00
4	104-13-1	STAKED SILT FENCE	LF	1,310	$ 1.25	$ 1,637.50
5	110-1-1	CLEARING & GRUBBING	LS	1	$ 2,500.00	$ 2,500.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 2,100.00	$ 2,100.00
		Total for General Items	--	--	--	$ 12,597.50
		ROADWAY AND DRAINAGE				
7	120-5	CHANNEL EXCAVATION (REMOVE SHOALING/REGRADE)	CY	2,500	$ 7.00	$ 17,500.00
8	430-175-118	18" HIGH DENSITY POLYETHYLENE PIPE	LF	60	$ 27.37	$ 1,642.20
9	430-982-125	MITERED END SECTION (18")	EA	4	$ 360.00	$ 1,440.00
10	430-94-3	DESILTING PIPE (37"- 48")	LF	688	$ 6.00	$ 4,128.00
11	530-78	RIPRAP - ARTICULATING BLOCK	SY	1,200	$ 134.00	$ 160,800.00
		Total for Roadway and Drainage	--	--	--	$ 185,510.20
		PLANTING & GRASSING				
12	575-1	SODDING	SY	6,000	$ 3.15	$ 18,900.00
13	599-999	IRRIGATION REPAIR ALLOWANCE	ALLOW	1	$ 5,000.00	$ 5,000.00
14	9999	UTILITY ADJUSTMENT (ALLOWANCE)	ALLOW	1	$ 20,000.00	$ 20,000.00
		Total for Planting and Grassing	--	--	--	$ 43,900.00
		SCHEDULE 9 SUB-TOTAL	--	--	--	**$ 242,007.70**

SCHEDULE 10 - C-104 CANAL STRUCTURE 4-03

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
		GENERAL ITEMS				
1	101-1	MOBILIZATION	LS	1	$ 2,000.00	$ 2,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 1,500.00	$ 1,500.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	145	$ 12.00	$ 1,740.00
4	104-13-1	STAKED SILT FENCE	LF	950	$ 1.25	$ 1,187.50
5	110-1-1	CLEARING & GRUBBING (INCLUDES EXOTIC VEG., GATE & ALL FENCE REMOVAL)	LS	1	$ 2,500.00	$ 2,500.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 2,100.00	$ 2,100.00
		Total for General Items	--	--	--	$ 11,027.50
		ROADWAY AND DRAINAGE				
7	120-5	CHANNEL EXCAVATION (SEDIMENT REMOVAL ALLOWANCE)	CY	650	$ 7.00	$ 4,550.00
8	430-175-118	18" HIGH DENSITY POLYETHYLENE PIPE	LF	20	$ 27.37	$ 547.40
9	430-982-125	MITERED END SECTION (18")	EA	2	$ 360.00	$ 720.00
10	524-2-3	CONCRETE SLOPE PAVEMENT, NON-REINFORCED (5") (RESHAPE/REPAIR)	SY	60	$ 33.30	$ 1,998.00
11	9999	STABILIZE/REGRADE ACCESS ROAD	LS	1	$ 1,950.00	$ 1,950.00
		Total for Roadway and Drainage	--	--	--	$ 9,765.40
		PLANTING & GRASSING				

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12	575-1	SODDING	SY	4,000	$ 3.15	$ 12,600.00
		Total for Planting and Grassing	--	--	--	$ 12,600.00
		SCHEDULE 10 SUB-TOTAL	--	--	--	**$ 33,392.90**

SCHEDULE 11 - C-104 CANAL STRUCTURE 4R06B

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
		GENERAL ITEMS				
1	101-1	MOBILIZATION	LS	1	$ 2,000.00	$ 2,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 2,000.00	$ 2,000.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	120	$ 12.00	$ 1,440.00
4	104-13-1	STAKED SILT FENCE	LF	905	$ 1.25	$ 1,131.25
5	110-1-1	CLEARING & GRUBBING (INCLUDES REGRADING)	LS	1	$ 3,620.00	$ 3,620.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 2,100.00	$ 2,100.00
		Total for General Items	--	--	--	$ 12,291.25
		ROADWAY AND DRAINAGE				
7	334-1-13A	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) (1" THICK) (ADDITIONAL OVERLAY)	SY	600	$ 9.20	$ 5,520.00
8	327-70-1	MILL EXISTING ASPHALT PAVEMENT(1" DEPTH)	SY	40	$ 35.00	$ 1,400.00
9	430-175-224	19" X30" ELLIPTICAL REINFORCED CONCRETE PIPE (INCL. PAVT RESTORATION)	LF	92	$ 105.30	$ 9,687.60
10	430-175-242	34"x 53" ELLIPTICAL REINFORCED CONCRETE PIPE	LF	32	$ 129.13	$ 4,132.16
11	430-982-627	MITERED END SECTION (19" X30")	EA	4	$ 475.57	$ 1,902.28
12	430-982-640	MITERED END SECTION (34"x 53")	EA	2	$ 2,141.00	$ 4,282.00
13	530-78	RIPRAP - ARTICULATING BLOCK	SY	95	$ 134.00	$ 12,730.00
14	9999	UTILITY ADJUSTMENT (ALLOWANCE)	ALLOW	1	$ 20,000.00	$ 20,000.00
		Total for Roadway and Drainage	--	--	--	$ 59,654.04
		PLANTING & GRASSING				
15	575-1	SODDING	SY	945	$ 3.15	$ 2,976.75
		Total for Planting and Grassing	--	--	--	$ 2,976.75
		SCHEDULE 11 SUB-TOTAL	--	--	--	**$ 74,922.04**

SCHEDULE 12 - C-104 CANAL PIPE 4-05

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
		GENERAL ITEMS				
1	101-1	MOBILIZATION	LS	1	$ 2,000.00	$ 2,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 4,000.00	$ 4,000.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	143	$ 12.00	$ 1,716.00
4	104-13-1	STAKED SILT FENCE	LF	662	$ 1.25	$ 827.50
5	110-1-1	CLEARING & GRUBBING INCLUDES PIPE/FABRIFORM REMOVAL	LS	1	$ 4,500.00	$ 4,500.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 2,100.00	$ 2,100.00
		Total for General Items	--	--	--	$ 15,143.50
		ROADWAY AND DRAINAGE				
7	1205-5	CHANNEL EXCAVATION (REGRADE/SEDITMENT REMOVAL) ALLOWANCE	CY	500	$ 7.00	$ 3,500.00
8	120-6	EMBANKMENT (FILL) (ALLOWANCE)	CY	100	$ 13.00	$ 1,300.00
9	400-2-2	CLASS II CONCRETE (ENDWALLS)-INCLUDES REINFORCING STEEL	CY	55	$ 1,100.00	$ 60,500.00
10	430-175-160	60" REINFORCED CONRETE PIPE (INCLUDES PAVEMENT RESTORATION)	LF	460	$ 190.80	$ 87,768.00
11	536-73	GUARDRAIL REMOVAL (INCLUDES SALVAGE & DELIVERY TO CITY)	LF	428	$ 6.00	$ 2,568.00
12	9999	UTILITY ADJUSTMENT (ALLOWANCE)	LS	1	$ 15,000.00	$ 15,000.00
		Total for Roadway and Drainage	--	--	--	$ 170,636.00
		PLANTING & GRASSING				
13	575-1	SODDING	SY	2,200	$ 3.15	$ 6,930.00
		Total for Planting and Grassing	--	--	--	$ 6,930.00
		SCHEDULE 12 SUB-TOTAL	--	--	--	**$ 192,709.50**

SCHEDULE 13 - C-105 CANAL PIPE 5-09

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
		GENERAL ITEMS				
1	101-1	MOBILIZATION	LS	1	$ 2,000.00	$ 2,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 2,500.00	$ 2,500.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	112	$ 12.00	$ 1,344.00
4	104-13-1	STAKED SILT FENCE	LF	558	$ 1.25	$ 697.50
5	110-1-1	CLEARING & GRUBBING	LS	1	$ 2,360.00	$ 2,360.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 2,100.00	$ 2,100.00
		Total for General Items	--	--	--	$ 11,001.50
		ROADWAY AND DRAINAGE				

CITY OF PORT ST. LUCIE
ST. LUCIE NORTH
DRAINAGE BASIN IMPROVEMENTS
SB #20120008 Bid Reply Sheet-Schedule A

Contractor is to fully understand that the Lump Sum or Unit Price for all items shall include a sufficient allowance for the completion of all work for this project, including but not limited to, all profit and overhead, incidentals, bonding, all labor, supervision, testing, machinery, equipment, tools, materials, dewatering, (incidental dewatering trenches / temporary ditch), services, utility restraints, glands, straps, coordination with utility companies, clean up and other means of construction necessary to complete the described work. An electronic copy of this bid reply should be included in bid response.

7	120-6	EMBANKMENT (FILL)	CY	200	$ 13.00	$ 2,600.00
8	334-1-13A	SUPERPAVE ASPHALTIC CONC. (TRAFFIC C) (1" THICK) (ADDITIONAL OVERLAY)	SY	708	$ 8.62	$ 6,102.96
9	400-1-2	CLASS I CONCRETE (ENDWALLS) INCLUDES REINFORCING STEEL	CY	45	$ 1,007.90	$ 45,355.50
10	425-1-581	INLET (DITCH BOTTOM TYPE H) (<=10')	EA	1	$ 3,304.00	$ 3,304.00
11	430-175-154	54" REINFORCED CONCRETE PIPE (INCLUDES PAVEMENT RESTORATION)	LF	931	$ 172.43	$ 160,532.33
12	9999	UTILITY ADJUSTMENT (ALLOWANCE)	ALLOW	1	$ 20,000.00	$ 20,000.00
		Total for Roadway and Drainage	--	--	--	$ 237,894.79
		PLANTING & GRASSING				
13	575-1	SODDING	SY	1,000	$ 3.15	$ 3,150.00
		Total for Planting and Grassing	--	--	--	$ 3,150.00
		SCHEDULE 13 SUB-TOTAL	--	--	--	**$ 252,046.29**

SCHEDULE 14 - C-106 CANAL PIPE 6-13

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
		GENERAL ITEMS				
1	101-1	MOBILIZATION	LS	1	$ 2,000.00	$ 2,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 2,500.00	$ 2,500.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	135	$ 12.00	$ 1,620.00
4	104-13-1	STAKED SILT FENCE	LF	375	$ 1.25	$ 468.75
5	110-1-1	CLEARING & GRUBBING	LS	1	$ 2,320.00	$ 2,320.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 2,100.00	$ 2,100.00
		Total for General Items	--	--	--	$ 11,008.75
		ROADWAY AND DRAINAGE				
7	120-6	EMBANKMENT (FILL)	CY	100	$ 13.00	$ 1,300.00
8	400-1-2	CLASS I CONCRETE (ENDWALLS) INCLUDES REINFORCING STEEL	CY	32	$ 1,007.90	$ 32,252.80
9	430-175-154	54" REINFORCED CONCRETE PIPE (INCLUDES PAVEMENT RESTORATION)	LF	132	$ 186.63	$ 24,635.16
10	9999	UTILITY ADJUSTMENT (ALLOWANCE)	ALLOW	1	15,000.00	$ 15,000.00
		Total for Roadway and Drainage	--	--	--	$ 73,187.96
		PLANTING & GRASSING				
11	575-1	SODDING	SY	500	$ 3.15	$ 1,575.00
		Total for Planting and Grassing	--	--	--	$ 1,575.00
		SCHEDULE 14 SUB-TOTAL	--	--	--	**$ 85,771.71**

SCHEDULE 15 - C-106 CANAL PIPE 6-09

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
		GENERAL ITEMS				
1	101-1	MOBILIZATION	LS	1	$ 2,000.00	$ 2,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 2,000.00	$ 2,000.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	145	$ 12.00	$ 1,740.00
4	104-13-1	STAKED SILT FENCE	LF	442	$ 1.25	$ 552.50
5	110-1-1	CLEARING & GRUBBING	LS	1	$ 3,500.00	$ 3,500.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 2,100.00	$ 2,100.00
		Total for General Items	--	--	--	$ 11,892.50
		ROADWAY AND DRAINAGE				
7	120-6	EMBANKMENT (FILL)	CY	150	$ 13.00	$ 1,950.00
8	400-1-2	CLASS I CONCRETE (ENDWALLS) INCLUDES REINFORCING STEEL	CY	38	$ 1,007.90	$ 38,300.20
9	430-175-124	24" HIGH DENSITY POLYETHYLENE PIPE (INCLUDES FILL/STABILIZED ACCESS)	LF	60	$ 40.11	$ 2,406.60
10	430-175-154	54" REINFORCED CONCRETE PIPE (INCLUDES PAVEMENT RESTORATION)	LF	234	$ 170.21	$ 39,829.14
11	430-982-129	MITERED END SECTION (24")	EA	4	$ 370.00	$ 1,480.00
12	9999	UTILITY ADJUSTMENT (ALLOWANCE)	ALLOW	1	$ 15,000.00	$ 15,000.00
		Total for Roadway and Drainage	--	--	--	$ 98,965.94
		PLANTING & GRASSING				
13	575-1	SODDING	SY	750	$ 3.15	$ 2,362.50
		Total for Planting and Grassing	--	--	--	$ 2,362.50
		SCHEDULE 15 SUB-TOTAL	--	--	--	**$ 113,220.94**

SCHEDULE 16 - C-107 CANAL PIPE 7-06

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
		GENERAL ITEMS				
1	101-1	MOBILIZATION	LS	1	$ 2,000.00	$ 2,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 2,000.00	$ 2,000.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	130	$ 12.00	$ 1,560.00
4	104-13-1	STAKED SILT FENCE	LF	316	$ 1.25	$ 395.00

CITY OF PORT ST. LUCIE
ST. LUCIE NORTH
DRAINAGE BASIN IMPROVEMENTS
SB #20120008 Bid Reply Sheet-Schedule A

Contractor is to fully understand that the Lump Sum or Unit Price for all items shall include a sufficient allowance for the completion of all work for this project, including but not limited to, all profit and overhead, incidentals, bonding, all labor, supervision, testing, machinery, equipment, tools, materials, dewatering, (incidental dewatering trenches / temporary ditch), services, utility restraints, glands, straps, coordination with utility companies, clean up and other means of construction necessary to complete the described work. An electronic copy of this bid reply should be included in bid response.

5	110-1-1	CLEARING & GRUBBING	LS	1	$ 2,000.00	$ 2,000.00
6	199-1	SURVEY WORK & PREPARATION OF AS-BUILT DRAWINGS	LS	1	$ 2,100.00	$ 2,100.00
		Total for General Items	--	--	--	$ 10,055.00
		ROADWAY AND DRAINAGE				
7	120-6	EMBANKMENT (FILL)	CY	100	$ 13.00	$ 1,300.00
8	400-2-2	CLASS II CONCRETE (ENDWALLS)INCLUDES REINFORCING STEEL	CY	45	$ 1,082.90	$ 48,730.50
9	430-175-166	66" REINFORCED CONCRETE PIPE (INCLUDES PAVEMENT RESTORATION)	LF	258	$ 230.09	$ 59,363.22
10	536-73	GUARDRAIL REMOVAL (INCLUDES SALVAGE & DELIVERY TO CITY)	LF	277	$ 6.00	$ 1,662.00
11	9999	UTILITY ADJUSTMENT (ALLOWANCE)	ALLOW	1	$ 15,000.00	$ 15,000.00
		Total for Roadway and Drainage	--	--	--	$ 126,055.72
		PLANTING & GRASSING				
12	575-1	SODDING	SY	750	$ 3.15	$ 2,362.50
		Total for Planting and Grassing	--	--	--	$ 2,362.50
		SCHEDULE 16 SUB-TOTAL	--	--	--	**$ 138,473.22**
		SCHEDULE 17 - ALTERNATE BID ITEMS FOR ADDITIONAL AREA(S)				
1	530-78-1	RIPRAP - ARTICULATING BLOCK (BID ALTERNATE Schd.#4-Structure 8-02)	SY	1,550	$ 134.00	$ 207,700.00
2	530-78	RIPRAP-ARTICULATING BLOCK (BID ALTERNATE Schd #7-Structure 8-06)	SY	1,650	$ 134.00	$ 221,100.00
		These items will be used if alternate work is needed at various locations.				
		SUMMARY OF BASE PROJECT AMOUNTS				
		BID SCHEDULE				
		SCHEDULE 1 SUB TOTAL				***$ 125,437.00***
		SCHEDULE 2 SUB TOTAL				***$ 81,112.50***
		SCHEDULE 3 SUB TOTAL				***$ 11,018.75***
		SCHEDULE 4 SUB TOTAL				***$ 189,762.50***
		SCHEDULE 5 SUB TOTAL				***$ 14,675.00***
		SCHEDULE 6 SUB TOTAL				***$ 10,412.50***
		SCHEDULE 7 SUB TOTAL				***$ 108,960.00***
		SCHEDULE 8 SUB TOTAL				***$ 143,163.36***
		SCHEDULE 9 SUB TOTAL				***$ 242,007.70***
		SCHEDULE 10 SUB TOTAL				***$ 33,392.90***
		SCHEDULE 11 SUB TOTAL				***$ 74,922.04***
		SCHEDULE 12 SUB TOTAL				***$ 192,709.50***
		SCHEDULE 13 SUB TOTAL				***$ 252,046.29***
		SCHEDULE 14 SUB TOTAL				***$ 85,771.71***
		SCHEDULE 15 SUB TOTAL				***$ 113,220.94***
		SCHEDULE 16 SUB TOTAL				***$ 138,473.22***
		Indemnification Fee		1	$ 10.00	***$ 10.00***
			BID TOTAL Schedule A			**$ 1,817,095.91**
		(Amount to be entered on Schedule A Line in Bid Reply)				

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Melvin Bush Construction, Inc.
(Here insert full name and address or legal title of Contractor)
Port St. Lucie, Florida
as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland
(Here insert full name and address or legal title of Surety)
1400 American Lane, Schaumburg, Illinois 60196
a corporation duly organized under the laws of the State of Maryland
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Port St. Lucie
(Here insert full name and address or legal title of Owner)
121 SW Port St. Lucie Blvd., Port St.Lucie, Florida 34984
as Obligee, hereinafter called the Obligee, in the sum of Five Per Cent of the Bid Amount
Dollars ($ 5% of Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

St. Lucie North Drainage Basin Improvements
Project # 20120008

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

Signed and sealed this 14th day of February ~~19~~ 2012.

(Witness)

Melvin Bush Construction, Inc.
(Principal) (Seal)

(Title)

JoAnn H. Bebout (Witness)

Fidelity and Deposit Company of Maryland
(Surety) (Seal)

Joseph D. Johnson, Jr (Title) Attorney-In-Fact
Florida Resident Agent

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Francis T. O'REARDON, Todd L. JOHNSON, Joseph D. JOHNSON, JR. and Joseph D. JOHNSON, III, all of Orlando, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Francis T. O'REARDON, Todd L. JOHNSON, Joseph D. JOHNSON, JR., dated March 12, 2009.

FOR YOUR PROTECTION READ CAREFULLY
FOR THE ZURICH WATERMARK

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of November, A.D. 2011.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By:

Eric D. Barnes *Assistant Secretary* *Frank E. Martin Jr.* *Vice President*

State of Maryland
City of Baltimore } ss:

On this 2nd day of November, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn *Notary Public*
My Commission Expires: July 14, 2015

POA-F 031-4509

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the *nature* of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 14th day of February, 2012.

Gerald F. Haley

Assistant Secretary

Bid Enclosed

Melvin Bush Construction, Inc
2748 SW Casella Street
Port St. Lucie, FL 34953

To: City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

Bid # 20120008
St. Lucie North Drainage
Basin Improvements

Bid Date: 2/14/12
Bid Time: 3:00 PM

14 FEB PM 2:39 27S

RECEIVED

St. Lucie North Drainage Basin Improvements

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: 20120008
Title: **St. Lucie North Drainage Basin Improvements**

Bidder: Melvin Bush Construction, Inc

Reference: Dickerson Florida, Inc Fax #: (772) 429-4445

Email: Ldale@dfifl.com Telephone #: (772) 429-4444

Person to contact: Larry Dale

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?
underground utilities, storm drainage
e.g. 53RD. ST - INDIAN RIVER COUNTY

Was the project completed on time and within budget? Yes

What was the project completion date? MAY 2012 - Melvin Bush Construction is 98% complete

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

What problems were encountered (claims)? NONE

How many change orders were requested by this Contractor? IN ACCORDANE W/CHANGES TO THE CONTRACT

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

Professionalism	10	Final Product	10
Qualifications	10	Cooperation	10
Budget Control	10	Reliability	10

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

St. Lucie North Drainage Basin Improvements

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: 20120008
Title: **St. Lucie North Drainage Basin Improvements**
Bidder: Melvin Bush Construction, Inc
Reference: City of Melbourne Fax #: (321) 608-7319
Email: JClark@melbourneflorida.org Telephone #: (321) 508-3080
Person to contact: John Clark

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?
There were 3 projects. ① Gabion's to stablize ditch bank, ② Rebuild + resurface road. ③ Installed Drainage pipes.

Was the project completed on time and within budget? Yes

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years? 3

What problems were encountered (claims)? No

How many change orders were requested by this Contractor? 0

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

Professionalism	10	Final Product	10
Qualifications	10	Cooperation	10
Budget Control	10	Reliability	10

Would you contract with this Contractor again? Yes [X] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

St. Lucie North Drainage Basin Improvements

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: 20120008
Title: **St. Lucie North Drainage Basin Improvements**

Bidder: Melvin Bush Construction, Inc

Reference: Indian River County Fax #: (772) 770-5140

Email: Gsparks@ircgov.com Telephone #: (772) 226-1823

Person to contact: Gordon Sparks

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?

COMPLETED FOUR WORK AUTHORIZATION PROJECTS AS INDIAN RIVER COUNTY UTILITIES DEPT. LABOR CONTRACTOR

Was the project completed on time and within budget? ALL COMPLETED ON TIME & BUDGET

What was the project completion date? N/A

How many projects has this vendor completed for you within the past 5 years? FOUR SINCE OCT. 2010

What problems were encountered (claims)? NONE

How many change orders were requested by this Contractor? NONE

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

Professionalism	10	Final Product	10
Qualifications	10	Cooperation	10
Budget Control	10	Reliability	10

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

Comments:

Thank you.

Gordon Sparks 2/24/12

GORDON E. SPARKS, P.E.
ENVIRONMENTAL ENGINEER

For OMB Use Only	
Reference Checked	
Clerk Checked	

EPLS Excluded Parties List System

Search Results Excluded By
Firm, Entity, or Vessel : Melvin Bush Construction, Inc
Individual : Melvin bush
Individual : Johanne bush
as of 24-Feb-2012 10:26 AM EST

Your search returned no results.

Showing **1 - 15** of **61** **(0.016 seconds)**

Search Results

Searched for the name **'melvin bush construction'** in **ALL DOCUMENT TYPES** type documents from **'1/1/2000'** to **'2/29/2012'**

1 2 3 4 5

[row]	Status	Consideration	PartyType	FullName	CrossPartyName	RecordDate	Doc Type	Book Type	Book	Page	Comments	Instrument
1		$0.00	To	MELVIN BUSH CONSTRUCTION	MCNEILL,ANNA	4/15/2011	NOTDISM	OR	3285	2423		3582392
2		$0.00	From	MELVIN BUSH CONSTRUCTION	GINN LA ST LUCIE LTD LLLP	4/9/2007	LIEN	OR	2795	728	SEE DOCUMENT	3038010
3		$0.00	From	MELVIN BUSH CONSTRUCTION	HALN,JOSEPH S	10/23/2006	AGR	OR	2684	2118		2949433
4		$0.00	From	MELVIN BUSH CONSTRUCTION	ALLISON,WENDELL V II	6/5/2006	RLN	OR	2580	1011	OR 2562/2356	2873737
5		$0.00	To	MELVIN BUSH CONSTRUCTION	FOGAL LYNCH JOHNSON & LONG	5/7/2001	NOTDISM	OR	1389	1282	93 178 CC 01	1910125
6		$0.00	From	MELVIN BUSH CONSTRUCTION INC	ST LUCIE COUNTY	1/24/2012	BOND	OR	3357	491		3667261
7		$0.00	To	MELVIN BUSH CONSTRUCTION INC	MCNEILL,ANNA	10/21/2011	ORDDISM	OR	3333	2450		3640260
8		$0.00	To	MELVIN BUSH CONSTRUCTION INC	MCNEILL,ANNA	6/8/2011	ORDDISM	OR	3299	1600		3599047
9		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	5/20/2011	BOND	OR	3295	1088		3594202
10		$0.00	From	MELVIN BUSH CONSTRUCTION INC	ST LUCIE COUNTY	3/15/2011	BOND	OR	3276	453		3570779
11		$0.00	From	MELVIN BUSH CONSTRUCTION INC	ST LUCIE COUNTY BD CO COMM	9/30/2010	BOND	OR	3234	1041		3520507
12		$0.00	From	MELVIN BUSH CONSTRUCTION INC	ST LUCIE COUNTY BD CO COMM	6/11/2010	BOND	OR	3204	631		3483431
13		$0.00	From	MELVIN BUSH CONSTRUCTION INC	ST LUCIE COUNTY BD CO COMM	5/28/2010	BOND	OR	3201	350		3479601
14		$0.00	From	MELVIN BUSH CONSTRUCTION INC	OLD DOMINION INSURANCE COMPANY	4/22/2010	BOND	OR	3189	2144		3465641
15		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	2/4/2010	BOND	OR	3168	2000		3438374

1 2 3 4 5

Showing **16 - 30** of **61**
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Search Results
Searched for the name **'melvin bush construction'** in **ALL DOCUMENT TYPES** type documents from **'1/1/2000'** to **'2/29/2012'**

1 2 3 4 5

[row]	Status	Consideration	PartyType	FullName ▲	CrossPartyName	RecordDate	Doc Type	Book Type	Book	Page	Comments	Instrument
16		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	12/4/2009	BOND	OR	3150	2641		3417831
17		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	10/27/2009	BOND	OR	3139	2131	VARIOUS LANDS	3404888
18		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	4/20/2009	BOND	OR	3081	343		3335442
19		$0.00	From	MELVIN BUSH CONSTRUCTION INC	WHITING CONSTRUCTION INC	3/10/2009	ORDDISM	OR	3067	1169		3319494
20		$0.00	From	MELVIN BUSH CONSTRUCTION INC	WHITING CONSTRUCTION INC	3/10/2009	DISMSL	OR	3067	1168		3319493
21		$0.00	From	MELVIN BUSH CONSTRUCTION INC	WHITING CONSTRUCTION INC	3/9/2009	DISMSL	OR	3066	2801		3318988
22		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	1/14/2009	BOND	OR	3051	1145		3300145
23		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	7/9/2008	BOND	OR	2992	2314		3229514
24		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	5/7/2008	BOND	OR	2970	69		3203503
25		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	1/31/2008	BOND	OR	2933	857		3163451
26		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	12/6/2007	BOND	OR	2912	1631	SEE DOCUMENT	3141098
27		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	12/6/2007	BOND	OR	2912	1623	SEE DOCUMENT	3141097
28		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	12/6/2007	BOND	OR	2912	1615	SEE DOCUMENT	3141096
29		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	9/6/2007	BOND	OR	2875	2969		3104456
30		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	6/6/2007	BOND	OR	2829	1295		3064762

1 2 3 4 5

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Search Results
Searched for the name **'melvin bush construction'** in **ALL DOCUMENT TYPES** type documents from **'1/1/2000'** to **'2/29/2012'**

1 2 3 4 5

[row]	Status	Consideration	PartyType	FullName	CrossPartyName	RecordDate	Doc Type	Book Type	Book	Page	Comments	Instrument
31		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	6/4/2007	BOND	OR	2827	2476		3063610
32		$0.00	From	MELVIN BUSH CONSTRUCTION INC	GINN COMPANY	4/18/2007	RLN	OR	2800	2162		3042293
33		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	3/6/2007	BOND	OR	2773	306	L43 B50 RIVERPARK 5	3020462
34		$0.00	From	MELVIN BUSH CONSTRUCTION INC	G H JOHNSON CONSTRUCTION COMPANY	1/18/2007	NOTDISM	OR	2743	1586		2995401
35		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	1/4/2007	BOND	OR	2732	2937		2986147
36		$0.00	From	MELVIN BUSH CONSTRUCTION INC	HAHN,JOSEPH S	10/23/2006	SFJDG	OR	2684	2119		2949434
37		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	9/19/2006	BOND	OR	2659	904		2930325
38		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	6/5/2006	BOND	OR	2580	896		2873708
39		$0.00	From	MELVIN BUSH CONSTRUCTION INC	FOLEY & ASSOCIATES CONSTRUCTION CO INC	5/18/2006	NOTDISM	OR	2566	1577		2860325
40		$0.00	From	MELVIN BUSH CONSTRUCTION INC	FOLEY & ASSOCIATES CONSTRUCTION CO INC	5/18/2006	NOTDISM	OR	2566	1576		2860324
41		$0.00	From	MELVIN BUSH CONSTRUCTION INC	ALLISON,WENDELL V	5/15/2006	LIEN	OR	2562	2356	L10,11 B473 PSL 26	2857000
42		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	3/30/2006	BOND	OR	2521	2920		2824079
43		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	2/23/2006	BOND	OR	2492	713		2802373
44		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	1/19/2006	BOND	OR	2465	989		2781994
45		$0.00	To	MELVIN BUSH CONSTRUCTION INC	SIBILLY,JOSE	11/22/2005	ORD	OR	2419	1420		2749108

1 2 3 4 5

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Search Results

Searched for the name **'melvin bush construction'** in **ALL DOCUMENT TYPES** type documents from **'1/1/2000'** to **'2/29/2012'**

1 2 3 4 5

[row]	Status	Consideration	PartyType	FullName	CrossPartyName	RecordDate	Doc Type	Book Type	Book	Page	Comments	Instrument
46		$0.00	From	MELVIN BUSH CONSTRUCTION INC	JOHNSON BROS CORPORATION	6/6/2005	BOND	OR	2262	687	SEE DOCUMENT	2638697
47		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	5/13/2005	BOND	OR	2243	985		2624904
48		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	3/15/2005	BOND	OR	2186	1160	SEE DOCUMENT	2578487
49		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	1/13/2005	BOND	OR	2137	975	PT 21,27,28,34-37-40	2537191
50		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	4/6/2004	BOND	OR	1935	2859		2379446
51		$0.00	To	MELVIN BUSH CONSTRUCTION INC	FREEMAN, ANDREA	10/22/2003	ORDDISM	OR	1826	2476	01-CA001790	2293347
52		$0.00	From	MELVIN BUSH CONSTRUCTION INC	ST LUCIE COUNTY	3/25/2003	BOND	OR	1679	2004	PT 23-34-40	2176214
53		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	3/25/2003	BOND	OR	1679	1944	PARKS EDGE SEC 42	2176197
54		$0.00	From	MELVIN BUSH CONSTRUCTION INC	ST LUCIE COUNTY UTILITIES	2/24/2003	NOTDISM	OR	1663	2068	94 1711 SP 01	2162738
55		$0.00	To	MELVIN BUSH CONSTRUCTION INC	FREEMAN, ANDREA	12/27/2002	ORD	OR	1633	139	01 CA 1790 AN	2136510
56		$0.00	From	MELVIN BUSH CONSTRUCTION INC	CITY OF PORT ST LUCIE FL	8/6/2002	BOND	OR	1562	2698	SEE DOCUMENT	2074942
57		$0.00	From	MELVIN BUSH CONSTRUCTION INC		7/25/2002	BOND	OR	1557	2191	PT 23-34-40	2070361
58		$0.00	From	MELVIN BUSH CONSTRUCTION INC	VISTANA DEVELOPMENT LTD	11/1/2000	SLN	OR	1339	472	PT VISTANA RESORT 27-34-36 OR1300 2197 OR 1300/2197	1854511
59		$0.00	To	MELVIN BUSH CONSTRUCTION INC	REGENCY SAVINGS BANK	6/16/2000	ORD	OR	1307	1253	91 128 CA 09	1815640
60		$0.00	From	MELVIN BUSH CONSTRUCTION INC	VISTANA DEVELOPMENT LTD	5/18/2000	LIEN	OR	1300	2197	PT 27-34-36 VISTANA RESRT	1808090

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Search Results
Searched for the name **'melvin bush construction'** in **ALL DOCUMENT TYPES** type documents from **'1/1/2000'** to **'2/29/2012'**

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[row]	Status	Consideration	PartyType	FullName	CrossPartyName	RecordDate	Doc Type	Book Type	Book	Page	Comments	Instrument
61		$0.00	To	MELVIN BUSH CONSTRUCTION INC	RESOLUTION TRUST CORPORATION REC	5/2/2000	ORDDISM	OR	1296	1913	91 1610 CA 09	1803614

1 2 3 4 5

Searched for the name **'bush melvin'** in **ALL DOCUMENT TYPES** type documents from **'1/1/2000'** to **'2/29/2012'**

0 Results Returned

BID OPENING ATTENDANCE
SEALED BID-20120008-BM
St. Lucie North Drainage Basin Improvements Project
February 14, 2012 @ 3:00:00 p.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Steve Bush	Melvin Bush Const.	MelvinBushConstr@Bellsouth.Net	T 772-336-0623 F 772-336-0488
2.	Joe Tosto	Ricman International	marcie@ricman.us	T F
3.	Herb Hawx	Gibbs & Register, Inc.	ESTIMATING@GIBBSANDREGISTER.COM	T 407-654-6153 F 407-905-2941
4.	Carole Landry	Manuels Tractor	Sue@manuals.com	T 772 2880951 F 772 2880983
5.	Joe Guttuso	ATL Diversified Industries.	jguttuso@atldiversified.com	T 561-965-2198 F 561-965-9777
6.	Tom Mastenson	Contract Construction Prod	mastenson@contech-cpi.com	T 561-723-0056 F 561-797-9655
7.	David Cook	Close Construction	david@closeconstruction.us	T 863-467-0831 F 863-763-6337

BID OPENING ATTENDANCE
SEALED BID-20120008-BM
St. Lucie North Drainage Basin Improvements Project
February 14, 2012 @ 3:00:00 p.m.

8.	KEN SANDOW	FELIX ASSOC.		T
			KSANDOW@FELIXASSOCIATES.NET	F 528-9025
9.	JIM ANGSTADT	PSL ENG.		T 344-4239
				F
10.	STEVE MARQUART	CAPTEC	smarquart@gocaptec.com	T 772-692-4344
				F
11.	Tony DiMatteo	PSL Eng.	anthonyd@CityofPSL.com	T 772-871-7644
				F
12.	Larry Nadeau	PSL Eng		T 772-871-5104
	Vickie Smith	OMB	ombtemp@cityofpsl.com	F 772.871.5331

Barb Mogavin OMB barbaram@cityofpsl 772-871-5224

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

BID # 20120008
OPENED: February 14, 2012
TIME: 3:00 p.m.

BID TITLE: SL North Drainage Project

14FEB PM 2:18 49s
Mancil's
20120008-BM

14FEB PM 2:22 04s
14FEB PM 2:22 05s
UES
20120008-BM

14FEB PM 2:34 11s
RECEIVED
Ric-Man
20120008-BM
14FEB PM 2:34 15s

14FEB PM 2:35 54s
RECEIVED
Close Construction

14FEB PM 2:35 58s
14FEB PM 2:36 00s
Gibbs & Register

14FEB PM 2:38 07s
14FEB PM 2:38 05s
Felix

14FEB PM 2:39 30s
14FEB PM 2:39 32s
14FEB PM 2:39 33s
Melvin Bush

14FEB PM 2:52 06s
RECEIVED
ATL Div.

14FEB PM 2:53 09s

"A City for All Ages"

CITY OF PORT ST. LUCIE

Sealed Bid #20120008

St. Lucie North Drainage Basin Improvements

Prepared By:
Barbara J. Moquin, CPPB
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5224 Ph. – 772-871-7337 Fax
barbaram@cityofpsl.com

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INVITATION TO BID

Sealed Bid #20120008 for the St. Lucie North Drainage Basin Improvements 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 February 2, 2012**. 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. It is the sole responsibility of the Bidder to ensure that his or her bid is received by the City's Office of Management & Budget Department, Suite #390, Bldg. A, City Complex on or before the closing date and time. The City shall not accept any bid submissions after the stated due date and time. No exceptions will be made.

A Pre-Bid Conference for all Bidders will be held in the Office of Management & Budget Conference Room #390, Building A, located at 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984, on **January 17, 2012 at 10:00 A.M.** At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

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 or reject all or any part of any bid as it may deem to be in the best interest of the citizens of the City.

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. Contractors to include this Bid Bond with their Bid Response. This Bid Bond must be in certified funds or a surety bond. No personal or company checks will be accepted.

For the purpose of this bid, the term Bidder, and Contractor may be used interchangeably.

Documents required for this Bid:

1.9.1 Bid Documents for the project include the following:

- Bid Specifications– Pages 1 – 56.
- Bid Reply Sheet #20120008.
- Contractor's Questionnaire.
- Reference Check Form (5 to be submitted with Bid).
- Bid Reply Excel Spreadsheet.
- Non-Collusion Affidavit of Prime Bidder.
- Buy America Certificate of Compliance.
- Certification Regarding Lobbying.
- Certification Regarding Debarment.
- Contractor Verification Form.
- Trench Safety Compliance Form.
- Drug Free Workplace Form.
- Bid Reply Excel Spreadsheet
- Attachments:

  Exhibit "A" – General Requirements, 45 pages
  Attachment A – Technical Specifications, 23 pages.
  Attachment B – Construction Plans, Captec Engineering, Inc. Sheets 1-26.
  Attachment C- Fact Sheet #66: The Davis-Bacon and Related Acts, 2 pages.

Attachment D – South Florida Water Management District Environmental Resource Standard General Permit-51 pages.
Attachment E – Corps of Engineers Permit – 8 pages.
Attachment F – 29 CFR 5.5, Davis Bacon Regulations, 8 pages.
Attachment G – Whistleblowers Know Your Rights poster, page 1.
Bid Reply Spreadsheet Schedule "A"

Barbara J. Moquin, CPPB
Contract Specialist

CAUTION: ***Bidders should take caution if United States mail or mail delivery services are utilized for the submission of bids. Internal mail distribution in City Hall frequently does not occur prior to 2:00 pm. It is suggested that you mail your response in adequate time to assure that it will arrive on the day prior to the closing date.***

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SPECIFICATIONS
BID #20120008

St. Lucie North Drainage Basin Improvements

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified contractors, individuals, firms, and legal entities relative to the construction of the St. Lucie North Drainage Basin Improvements in the City of Port St. Lucie. The Contract period will be based on the approved and accepted Contractor's proposal, within 273 calendar days, without any renewal options. This project is funded partially by a FEMA grant with the City sharing in the cost.

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 enter into a per unit fixed price basis contract with one (1) qualified Contractor to construct the St. Lucie North Drainage Basin Improvements located in the northern central section of Port St. Lucie. The work to be performed per project specifications and Plan Sheets 1 through 26, Job No.: 779.1.1 as attached hereto. The unit prices shall include all labor, materials, equipment, guarantees and warrantees.

1. GENERAL REQUIREMENTS

1.1 Invitation to Bid - All requirements contained in the Invitation to 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 unit rice(s) indicated on their respective Bid Reply Excel Spreadsheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the 90 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 these projects with the Bid Reply Sheet #20120008. 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 #20120008. The City of Port St. Lucie shall **NOT** be used as a reference. 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. Award of Contract will be to the lowest responsive responsible Bidder for the bid price listed on the Bid Reply Sheet #20120008 Section 5.3. This total must agree with the amount stated in the Bid Reply Excel Spreadsheet project total for the St. Lucie North Drainage Basin Improvements project. Discrepancies that occur between the dollar amounts listed on the Bid Reply Excel Spreadsheet Schedule "A" and the dollar amount list on the Bid Response Sheet, Schedule "A" line will be resolved in favor of the Bid Reply Excel Spreadsheet. Contractor's number of calendar days needed to complete the project is to be entered on Bid Response Sheet.

- City Ordinance Section 35.12 Local Preference will not apply.

The award date is the date that City Council executes 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 Bid Response Sheet, Bid Reply Excel Spreadsheet (Schedule "A") and any other documentation that is required by this bid. The Bid Response should be typed or printed and signed in black ink. The individual signing the bid must initial all changes. An electronic copy of the Bid Reply Sheet spreadsheet (Excel) is to accompany hard copy of bid.

A. Request Bid Specifications, #20120008 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com, Current Bids on web-site links to DemandStar.com.

B. Download the Bid Reply Excel Spreadsheet and save to your hard drive, program is in Excel Office 2003 Professional. Enter unit prices on the Bid Reply Excel Spreadsheet and save. The form will automatically total the unit prices.

C. Complete company information on Bid Response Pages.

D. Enter total price on Bid Response Sheet Schedule "A" amount as well as number of calendar days. Totals shall agree with the Bid Reply Excel Spreadsheet.

E. Sign the Bid Response Sheet where indicated.

F. Submit the Bid Reply Sheet, 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 (certified funds or surety), five (5) completed Reference Check Forms (top portion only), Insurance Certificate(s), Drug Free Workplace Form, W-9 Form and the Checklist by the due date and time. Acknowledge all Addenda on the Bid Reply Sheet .

G. 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.

1.9.1 Bid Documents for the project include the following:

- Bid Specifications– Pages 1 – 56.
- Bid Reply Sheet #20120008.
- Contractor's Questionnaire.
- Reference Check Form (5 to be submitted with Bid).
- Bid Reply Excel Spreadsheet.
- Non-Collusion Affidavit of Prime Bidder.
- Buy America Certificate of Compliance.
- Certification Regarding Lobbying.
- Certification Regarding Debarment.
- Contractor Verification Form.
- Trench Safety Compliance Form.
- Drug Free Workplace Form.
- Bid Reply Excel Spreadsheet
- Exhibit A
- Attachments:

  Exhibit "A" – General Requirements, 45 pages
  Attachment A – Technical Specifications, 23 pages.
  Attachment B – Construction Plans, Captec Engineering, Inc. Sheets 1-26.
  Attachment C- Fact Sheet #66: The Davis-Bacon and Related Acts, 2 pages.
  Attachment D – South Florida Water Management District Environmental Resource Standard General Permit-51 pages.
  Attachment E – Corps of Engineers Permit – 8 pages
  Attachment F – 29 CFR 5.5, Davis Bacon Regulations, 8 pages.
  Attachment G – Whistleblowers Know Your Rights poster, page 1.

1.9.2 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.

1.9.3 Timeliness of Submittal - All bids must be received by the Office of Management & Budget 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 received after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid is received by the City 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.

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

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

1.9.6 Bid Security Bond - All Contractors shall include a Bid Security Bond payable to the City of Port St. Lucie, Florida, in the amount of five percent (5%) of the total bid price. Security shall be either

certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or

Bid Bond issued by a Surety licensed to conduct business in the State of Florida. The Surety shall have a rating of A or A+ by "Best's Rating Guide". This Bid Bond must be submitted with all other required information in bid response.

The accepted Contractor's security will be retained until execution of the Contract. The City will retain the remaining Contractors' securities until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

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

1.11 Payment Terms - Invoices shall be submitted once a month, by the10th 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 given by the Contractor to the City for using the Purchasing Card Payment Process will be considered when evaluating bids.

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 Response Sheet #20120008 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 Contractor's Questionnaire form.

1.15 Time of Award - The City reserves the right to hold bid guarantees for a period not to exceed 90 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 Statute, 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 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.

1.18 Dress Code – All personnel in the employ of the selected Bidder(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

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 – Bidders 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 CFR1910.1200. 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, reflective vests and any other PPE as necessary for the work.

1.24 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.

1.24.1 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.

1.25 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.

1.26 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 not withstanding any representation to the contrary.

2.2 Warranty and Guarantee - All materials 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 materials 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 of said defect. Said repair or replacement must be accomplished within 7 days after receipt of notification from the City of the defect.

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, or designed site.

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 Contract 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 Contract Supervisor a written authorization signed by the Contract 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.

2.8 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 at the City of Port St. Lucie in the Office of Management and Budget, Ste. 390, Bldg. A, City Complex at **10:00 a.m. on January 17, 2012**, 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 Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form, or elsewhere, is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

3.3 Scope of Work - This project involves drainage improvements to the C-104, C-105, C-106, C-107, C-108 canals and associated tributaries. Upgrades include, but not limited to, cross-street pipe replacements, associated drainage structure replacement, clearing and grubbing of canal slopes, restoration and sodding of slopes, nuisance and exotic vegetation removal, building of a storm water treatment pond, placement of articulated concrete mats and rip-rap, water control structure upgrades, canal cleaning and sidewalk installation. All work will be performed in accordance with NPDES, SFWMD, FDOT, and City of Port St. Lucie standards and criteria. The Contract period will be 273 calendar days with no option for renewal.

3.4 Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum 48-hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work 24 hours per day.

3.5 Davis-Bacon Act – The following General Decision, or latest decision, will apply.

General Decision Number: FL100278 11/18/2011 FL278
Superseded General Decision Number: FL20080278
State: Florida
Construction Type: Heavy
County: St Lucie County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	03/12/2010
1	10/29/2010
2	11/19/2010
3	01/21/2011
4	11/18/2011

* ELEC0728-006 09/01/2011

Rates Fringes

ELECTRICIAN.....$ 28.46 8.56

ENGI0487-014 01/01/2010

	Rates	Fringes
OPERATOR: Crane		
All Tower Cranes Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydraulic, Electric or Otherwise; Cranes 150 Tons & Over; Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydraulic Cranes Over 25 Tons but not more than 50 Tons; Hydraulic/Friction Cranes; & All Types of Flying Cranes; Boom Truck	$ 28.30	8.78
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydraulic Cranes 25 Tons & Under, & Over 50 Tons (With Oiler); Boom Truck	$ 27.57	8.78
OPERATOR: Drill	$ 25.05	8.78
OPERATOR: Oiler	$ 22.24	8.78

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* IRON0402-003 10/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 22.22	7.65

LABO1652-004 05/01/2009

	Rates	Fringes
LABORER: Grade Checker	$ 14.50	4.67

PAIN0452-007 08/01/2010

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

SUFL2009-175 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work	$ 15.50	0.00
CEMENT MASON/CONCRETE FINISHER	$ 16.46	0.00
LABORER: Common or General	$ 10.52	0.00
LABORER: Landscape	$ 7.25	0.00
LABORER: Pipelayer	$ 13.93	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws	$ 10.63	2.20
OPERATOR: Asphalt Paver	$ 11.59	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10	2.44
OPERATOR: Backhoe/Excavator	$ 21.70	0.00
OPERATOR: Blade/Grader	$ 16.00	2.84

OPERATOR: Bulldozer	$ 16.07	0.00
OPERATOR: Loader	$ 14.11	0.00
OPERATOR: Mechanic	$ 14.32	0.00
OPERATOR: Roller	$ 11.25	0.00
OPERATOR: Scraper	$ 11.00	1.74
OPERATOR: Trackhoe	$ 20.92	5.50
OPERATOR: Tractor	$ 10.54	0.00
TRUCK DRIVER: Lowboy Truck	$ 12.73	0.00
TRUCK DRIVER: Off the Road - Truck	$ 12.21	1.97
TRUCK DRIVER: Servicer	$ 12.00	0.00
TRUCK DRIVER: Dump Truck	$ 10.60	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 Proposal Guaranty (Bid Bond) - A Bid Bond, certified check, cashiers check, bank money order, bank draft on any national or state bank, or cash, in the amount of five percent (5%) of the total bid price 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 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 and send the original Bid Bond in immediately after the opening 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 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 (1) year after the work required has been completed and final acceptance by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the 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.

4.4 Execution of Contract - After the recipient of an award has been determined and necessary approvals for the contract award are 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 policies, and other documentation, and furnish an acceptable Performance and Payment Bond (when required) complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price, when required. 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.

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 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 – Bidder(s) are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the City. **Insurance requirements are defined in the City's Contract Form.**

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 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 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 Bidder or his/her designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

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 communicating his purpose in writing to the City at the address given in the "Invitation for Bid". When received, it will be returned to him unopened.

6.4 Bid Information - For information concerning procedures for responding to this bid, contact Barbara Moquin at (772) 871-5224, 772-871-7337 Fax, barbaram@cityofpsl.com. Such contact is to be for clarification purposes only. To ensure fair consideration for all Bidders, it must be clearly understood that Barbara Moquin is the only individual who is authorized to represent the City until recommendation of contract award. Questions submitted to any other person in any other department during the bidding process 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 DemandStar 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 they have 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.

Bid Reply/Response Sheet #20120008

St. Lucie North Drainage Basin Improvements

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 DemandStar by 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 given to City by Contractor when payment is made with Visa:
_____ %

5.3 Bid Reply Sheet Totals from Schedule "A": $_____.
(This figure must match the Bid Excel Reply Spreadsheet-submit electronic copy with bid response.)

Number of calendar days for completion of project:_____

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include all labor, materials, equipment and warrantees unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

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

_____ _____
Signature *Title*

10. 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*

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.

(seal)

CONTRACTOR'S QUESTIONNAIRE
BID #20120008
ST. LUCIE NORTH DRAINAGE BASIN IMPROVEMENTS

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 Bidders to perform the work required. The Bidder waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Bidder.

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 _____, 2012.

_____
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 _____
Name and address of each partner:

_____

_____

_____

(Attach additional pages if necessary)

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.

_____

_____

_____

_____

(Attached additional pages if necessary.)

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 drainage construction experience of the principals and supervisory personnel of your organization?
(Add resumes of person that will be assigned to this project – limit one page per person.-optional)

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

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 sub-contractor(s) that will be involved, including address(s) and a description of qualification(s). **The "Certification Regarding Lobbying" form must be submitted with each subcontractor listed.**

Name	Address	Qualifications

18. Has the Bidder 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:

_____
_____

_____

_____

_____

(Attached additional pages if necessary.)

19. Has the Bidder 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 pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

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 proposal.

24. Has the Bidder 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. (Please limit to two (2) pages)

(Balance of page intentionally left blank.)

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

CITY OF PORT SAINT LUCIE
CONTRACT FORM

This CONTRACT, executed this _____ day of _____, 2012, 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 Contract Supervisor shall mean: James Angstadt, P.E., Engineering Department (772) 344-4239, or his designee

As used herein the Engineer of Record shall mean: Mr. Joseph W. Capra, P.E., Captec Engineering (772) 692-4344, or his designee.

SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20120008, all Addenda, Technical Specifications, Attachments, and Construction Plans prepared by Captec Engineering, Inc. dated 9/9/2011 consisting of Sheets 1-26 for the construction of the **St. Lucie North Drainage Basin Improvements** are hereby incorporated by this reference.

SECTION II
TIME OF PERFORMANCE

Contract period shall commence _____TBD_____ and terminate _____TBD_____ calendar days thereafter on _____TBD_____, 2012. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

SECTION III
COMPENSATION

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

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

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

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

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

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

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

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

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

SECTION IV
CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all

documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION V
INDEMNIFICATION/INSURANCE

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

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

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 &

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120008 for the St. Lucie North Drainage Basin Improvements**" shall be listed as additionally insured. The Certificate of Insurance and policy shall unequivocally provide thirty- (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

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

SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION VII
WORK CHANGES

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

SECTION VIII
COMPLIANCE WITH LAWS

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

General Decision Number: FL100278 11/18/2011 FL278
Superseded General Decision Number: FL20080278
State: Florida
Construction Type: Heavy

County: St Lucie County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	03/12/2010
1	10/29/2010
2	11/19/2010
3	01/21/2011
4	11/18/2011

* ELEC0728-006 09/01/2011

	Rates	Fringes
ELECTRICIAN	$ 28.46	8.56

ENGI0487-014 01/01/2010

	Rates	Fringes
OPERATOR: Crane		
All Tower Cranes Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydraulic, Electric or Otherwise; Cranes 150 Tons & Over; Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydraulic Cranes Over 25 Tons but not more than 50 Tons; Hydraulic/Friction Cranes; & All Types of Flying Cranes; Boom Truck	$ 28.30	8.78
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydraulic Cranes 25 Tons & Under, & Over 50 Tons (With Oiler); Boom Truck	$ 27.57	8.78
OPERATOR: Drill	$ 25.05	8.78
OPERATOR: Oiler	$ 22.24	8.78

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* IRON0402-003 10/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 22.22	7.65

LABO1652-004 05/01/2009

	Rates	Fringes
LABORER: Grade Checker	$ 14.50	4.67

PAIN0452-007 08/01/2010

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

SUFL2009-175 06/24/2009

	Rates	Fringes

CARPENTER, Includes Form Work	$ 15.50	0.00
CEMENT MASON/CONCRETE FINISHER	$ 16.46	0.00
LABORER: Common or General	$ 10.52	0.00
LABORER: Landscape	$ 7.25	0.00
LABORER: Pipelayer	$ 13.93	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws	$ 10.63	2.20
OPERATOR: Asphalt Paver	$ 11.59	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10	2.44
OPERATOR: Backhoe/Excavator	$ 21.70	0.00
OPERATOR: Blade/Grader	$ 16.00	2.84
OPERATOR: Bulldozer	$ 16.07	0.00
OPERATOR: Loader	$ 14.11	0.00
OPERATOR: Mechanic	$ 14.32	0.00
OPERATOR: Roller	$ 11.25	0.00
OPERATOR: Scraper	$ 11.00	1.74
OPERATOR: Trackhoe	$ 20.92	5.50
OPERATOR: Tractor	$ 10.54	0.00
TRUCK DRIVER: Lowboy Truck	$ 12.73	0.00
TRUCK DRIVER: Off the Road - Truck	$ 12.21	1.97
TRUCK DRIVER: Servicer	$ 12.00	0.00
TRUCK DRIVER: Dump Truck	$ 10.60	0.00

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

SECTION IX
CLEANING UP

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

SECTION X
NOTICE OF PERFORMANCE

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

SECTION XI
DELIVERY DOCUMENTATION

Not applicable.

SECTION XII
INSPECTION AND CORRECTION OF DEFECTS

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

SECTION XIII
ADDITIONAL REQUIREMENTS

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

SECTION XIV
LICENSING

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

SECTION XV
SAFETY PRECAUTIONS

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

SECTION XVI
ASSIGNMENT

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

SECTION XVII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand one hundred fortyeight ($1,148.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

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

SECTION XVIII
LAW AND VENUE

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

SECTION XIX
REIMBURSEMENT FOR INSPECTION

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

SECTION XX
APPROPRIATION APPROVAL

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

SECTION XXI
RENEWAL OPTION

Not applicable to this contract.

SECTION XXII
ENTIRE CONTRACT

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

(Balance of page intentionally left blank.)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:
By: _____
City Clerk

By:_____
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 _____, 2012.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

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: 20120008
Title: **St. Lucie North Drainage Basin Improvements**

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	

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
Bid #20120008

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. _____

Bid #20120008
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:_____

BID #20120008
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 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:_____

Authorized By:_____
(Sign) (Print Name)

Title:_____ Date:_____

(All Subcontractors are required to submit this form with the Prime Contractor's Bid)

BID #20120008

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:_____

CITY OF PORT ST. LUCIE
BID # 20120008

PROJECT TITLE: St. Lucie North Drainage Basin Improvements

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? _____

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: St. Lucie North Drainage Basin Improvements

Project Location: Port St. Lucie, Florida

Project Number 20120008

Project Location (See Plans)

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractor's are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.
Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

   _____ Dollars
   (Written) (Figures)

3. The amount listed above has been included within the Base Bid.

Certified: _____
(Company-Contractor)
By: _____
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in _____ County, Florida on the __ day of , 2012.

_____
NOTARY PUBLIC

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 #20120008
St. Lucie North Drainage Basin Improvements

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 Sealed Bid in its entirety.

_____ Bid Reply Sheet #20120008 with proper signature.

_____ Bid Reply Excel Spreadsheet Schedule "A". An electronic copy (CD) is also requested.

_____ Drug-Free Workplace Form .

_____ 5% Bid Bond included in submitted Bid Response .

_____ All pricing has been mathematically reviewed .

_____ All price extensions and totals have been thoroughly checked.

_____ Each Bid Addendum (when issued) is acknowledged on the Bid Reply Sheet #20120008.

_____ Required W-9 as per Section 1.24.1 .

_____ Copy of Insurance Certificate in accordance with Section 5 of the Bid documents .

_____Copy of all required licenses and certifications to do specified work in the City of Port St. Lucie.

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

_____ Contractor's Questionnaire completed and included in Bid Response.

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

_____ 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).

_____ Five (5) (top portion completed) Reference Check Forms.

_____ Copy of this Checklist.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

ATTACHMENT A

Technical Specifications

City of Port St. Lucie
St. Lucie North Drainage Basin Improvements
City of Port St. Lucie, Florida

(23 pages follow as a separate attachment)

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ATTACHMENT B

Construction Plans for

City of Port St. Lucie
St. Lucie North Drainage Basin Improvements
City of Port St. Lucie, Florida

Prepared by CAPTEC Engineering, Inc.

Description	Pages / Sheets
Cover: Vicinity Map and Index of Drawings	Sheet 1
Plan Key Sheet	Sheet 2
Drainage Improvement Plans	Sheet 3-19
Drainage Details	Sheet 20-21
Articulated Concrete Block Mat Details	Sheet 22-23
Utility Details	Sheet 24
General Notes	Sheets 25-26

(26 pages follow as a separate attachment)

ATTACHMENT C

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA), pages 1 – 2.

City of Port St. Lucie
St. Lucie North Drainage Basin Improvements
City of Port St. Lucie, Florida

(2 pages follow as a separate attachment)

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ATTACHMENT D

South Florida Water Management District
Environmental Resource Permit No. 56-00466-S

City of Port St. Lucie
St. Lucie North Drainage Basin Improvements
City of Port St. Lucie, Florida

The contractor will be requested to become familiar with the permit requirements.

(51 pages follow as a separate attachment)

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ATTACHMENT E

U.S. Army Corps of Engineers (ACOE)
Individual Permit for Construction Activities
SAJ-2010-02589

City of Port St. Lucie
St. Lucie North Drainage Basin Improvements
City of Port St. Lucie, Florida

EWIP Stormwater Retrofit
City of Port St. Lucie, Florida

The contractor will be requested to become familiar with the permit requirements.

(8 pages follow as a separate attachment)

(Balance of page intentionally left blank.)

ATTACHMENT F

Davis Bacon and Related Acts
29 CFR Section 5.5, pages 1 – 8.

City of Port St. Lucie
St. Lucie North Drainage Basin Improvements
City of Port St. Lucie, Florida

(8 pages follow as a separate attachment)

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ATTACHMENT G

Whistleblowers Know Your Rights Poster

City of Port St. Lucie
St. Lucie North Drainage Basin Improvements
City of Port St. Lucie, Florida

(1 page follow as a separate attachment)

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GENERAL REQUIREMENTS

TABLE OF CONTENTS

Article	Description
1	DEFINITION OF TERMS
2	PLANS, SPECIFICATIONS AND RELATED DATA
3	ENGINEER - CITY - CONTRACTOR RELATIONS
4	MATERIALS AND WORKMANSHIP
5	INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY
6	PROGRESS AND COMPLETION OF WORK
7	MEASUREMENT AND PAYMENT
8	MISCELLANEOUS

ARTICLE 1

DEFINITION OF TERMS

1.1 GENERAL

Whenever in these specifications or in other documents pertaining to the Contract the following terms appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown.

1.2 ACT OF GOD

The words "Act of God" means an earthquake, flood, hurricane or other cataclysmic phenomenon of nature. Rain, wind or other natural phenomenon of normal intensity, including extreme rainfall, for the locality shall not be construed as an Act of God and no reparation shall be made to the CONTRACTOR for damages to the work resulting there from, and no extension of time shall be allowed the CONTRACTOR because of such phenomena. Additionally, the "Act of God" must have an adverse effect on the work scheduled on the Critical Path Method (CPM) for that day to qualify for extension of time.

1.3 ASBESTOS

Any material that contains more than one percent asbestos and is friable, or is releasing asbestos fibers into the air above current action level established by the United States Occupational Safety and Health Administration.

1.4 A.S.T.M. DESIGNATION

Wherever the letters "A.S.T.M." are used in these Specifications, it shall be understood as referring to the American Society for Testing Materials. When reference is made to a certain Designated Number of a specification or test as set out or given by the American Society for Testing Materials, it shall be understood to mean the current, up-to-date standard specification or tentative specification for that particular process, material or test as currently published by that group.

1.5 BID

The bid or proposal is the written offer of a Bidder to perform the work and to furnish the labor and materials described by the contract documents at the prices quoted when made out and submitted on the prescribed bid or proposal form properly sealed and guaranteed. The bid or proposal shall be considered as part of the contract documents.

1.6 BID OR PROPOSAL GUARANTEE

Proposal guarantee will be defined as the security furnished by the Bidder as a guarantee that the Bidder will enter into the contract for the work if the CITY accepts the bid or proposal.

1.7 BIDDER

An individual, firm, partnership, or corporation submitting a bid or proposal for the work contemplated; acting directly or through a duly authorized representative. The term "Bidder" may be used interchangeably with the term "CONTRACTOR".

1.8 CITY

CITY is the City of Port St. Lucie, a political subdivision of the State of Florida, governed by the City of Port St. Lucie Council Members.

1.9 CHANGE ORDER

A written order issued by the CONTRACTOR and accepted by the CITY covering minor field changes in the plans, specifications, or quantities of work within the scope of the contract, when prices for the items of work effected are previously established in the contract.

1.10 CONTRACT AMENDMENT

A written description of the scope of work containing a listing of contract documents and other special provision(s) covering the terms and conditions of the contract. The Contract Amendment shall be considered as part of the Contract Documents.

1.11 CONTRACT

The term "contract" means the entire and integrated agreement between the parties there under and supersedes all prior negotiations, representations, or agreements either written or oral. The contract documents form a contract between the CITY and the CONTRACTOR setting forth the obligations of the parties there under, including but not limited to, the performance of the work and the basis of payment.

1.12 CONTRACT DOCUMENTS

The instructions to bidders, CONTRACTOR's proposal, plans, general conditions, specifications, contract, performance and payment bond and any addenda, change orders, amendments and supplemental written agreements relating to the project.

The intention of the documents is to set forth requirements of performance, type of equipment and structures, and standards of materials and construction. It is also intended to include all

labor and materials, equipment, permits, and transportation necessary for the proper execution of the work, to require new material and equipment unless otherwise indicated, and to require

complete performance of the work in spite of omission of specific reference to any minor component part.

1.13 CONTRACT SUPERVISOR

The Contract Supervisor is the City of Port St. Lucie Engineering Department representative as identified in the Special Conditions.

1.14 CONTRACTOR

The word "CONTRACTOR" shall mean an individual, firm, partnership, or corporation, and his, their or its heirs, executors, administrators, successors and assigns or the lawful agent of any such individual, firm, partnership, covenanter or corporation, or his, their or its surety under any contract bond, constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used as referring to the word "CONTRACTOR", it shall mean the CONTRACTOR as defined herein.

1.15 DEPARTMENT (FDOT)

Department or FDOT refers to the State of Florida, Department of Transportation

1.16 DIRECTED, ORDERED, APPROVED & ETC.

Wherever in the specifications, plans, change orders amendments, or supplemental written agreements the words "directed", "ordered", "approved", "permitted", "acceptable", or words of similar import are used, it shall be understood that the direction, order, approval or acceptance of the CITY is intended unless otherwise stated.

1.17 ENGINEER

ENGINEER: The "Engineer of Record" for the project is a Professional Engineer duly licensed and registered in the State of Florida. The Engineer of Record is designated in the Special Conditions.

Construction Engineering and Inspection (CEI) Engineer: The "Construction Engineering and Inspection Engineer (CEI) shall be a Professional Engineer duly licensed and registered in the State of Florida and designated by CITY as ENGINEER.

1.18 GENERAL REQUIREMENTS

The directions, provisions and requirements contained herein entitled General Requirements and Technical Specifications and any addenda, amendments, supplemental written agreements and

change orders that may be issued for the contract, all describing the general manner of performing the work including detailed technical requirements relative to labor, material, equipment, and methods by which the work is to be performed and prescribing the relationship between the CITY and the CONTRACTOR.

1.19 HAZARDOUS WASTE

The term hazardous waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.20 INSPECTOR

A duly authorized representative of the ENGINEER or CITY, assigned to make official inspections of the materials furnished and of the work performed by the CONTRACTOR.

1.21 LABORATORY

Any licensed and qualified laboratory designated by or acceptable to the CITY to perform necessary testing of materials.

1.22 MILESTONE

A principal event specified in the Contract Documents relating to an Intermediate Completion date or time prior to Substantial Completion of all the work.

1.23 PLANS

The official, approved plans, including reproduction thereof, showing the location, character, dimensions and details of the work to be done. All shop drawings submitted by the CONTRACTOR and approved by ENGINEER shall be considered as part of the Contract Documents.

1.24 SAMPLES

Physical examples of materials, equipment, or workmanship that are representative of some portion of the work, and which establish the standards by which such portion of the work will be judged.

1.25 SPECIAL CONDITIONS

Special clauses or provisions, supplemental to the Plans, General Requirements and other Contract Documents, setting forth conditions varying from or additional to the General Requirements for a specific project.

1.26 SPECIFICATIONS

The directions, provisions, and technical requirements together with all written agreements made or to be made, setting forth or relating to the method and manner of performing the work, or to the quantities and qualities of materials, labor and equipment to be furnished under the Agreement.

1.27 SUBCONTRACTOR

An individual, partnership, or corporation supplying labor, equipment or materials under a direct contract with the CONTRACTOR for work on the project site. Included is the one who supplies materials fabricated or formulated to a special design according to the plans and specifications for the particular project.

1.28 SURETY

The definition for surety is the corporate body that is bound by the contract bond with and for the CONTRACTOR responsible for the performance of the contract and for payment of all legal debts pertaining thereto.

1.29 UNDERGROUND FACILITIES

All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water mains of any type.

1.30 UNIT PRICE WORK

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

1.31 WORK

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. All labor, materials, furnishing documents and incidentals required executing and completing the requirements of the contract including superintendents, use of equipment and tools, and all services and responsibilities prescribed or implied.

1.32 WORK CHANGE DIRECTIVE

A written directive to the CONTRACTOR, issued on or after the Effective Date of the Contract, and signed by the CITY and recommended by the ENGINEER, ordering an addition, deletion, or revision in the work, or responding to differing or unforeseen physical conditions under which

the work is to be performed, or to emergencies. A Work Change Directive will be incorporated in a subsequently issued Change Order.

1.33 WRITTEN NOTICE

Written notice shall be considered as served when delivered to the designated representative of the CONTRACTOR and receipt acknowledged or sent by registered mail to the individual, firm, or corporation to the business address stated in Bid Proposal.

It shall be the duty of each party to advise the other parties to the Contract as to any changes in his business address until completion of the Contract.

ARTICLE 2
PLANS, SPECIFICATIONS AND RELATED DATA

2.1 INTENT OF PLANS AND SPECIFICATIONS

The intent of the plans, specifications and other contract documents is that the CONTRACTOR furnishes all labor and materials, equipment, supervision and transportation necessary for the proper execution of the work unless specifically noted otherwise. The CONTRACTOR shall do all the work shown on the Plans and described in the Specifications and other Contract Documents and all incidental work considered necessary to complete the work or improvement ready for use, occupancy, or operation in a manner acceptable to the ENGINEER and CITY.

The technical specifications contained in Division II and III of the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, 2010 Edition, shall also apply to this Contract. In addition, the terms and conditions of the applicable permits and approvals issued by various federal, state, and local Government Agencies and their regulations and requirements affecting such work shall supersede these specifications.

It shall be the CONTRACTOR's responsibility to ensure all bidding, construction, inspections, certifications, and considerations for the construction of the utility portion of this contract is in strict conformance with the City of Port St Lucie Utilities Systems Department's Technical Specifications and Construction Standards, latest revision.

2.2 CONFLICT

These Specifications, the Plans, Special Conditions and all supplementary documents are integral parts of the Contract; a requirement occurring in the one is as binding as though occurring in all. All parts of the Contract are complementary and describe and provide for a complete work. In addition to the work and materials specified in the Specifications as being included in any specific pay item, include in such pay items additional, incidental work, not specifically mentioned, when so shown in the plans, or if indicated, or obvious and apparent, as being

necessary for the proper completion of the work under such pay item and not stipulated as being covered under other pay items.

The computed dimensions govern over scaled dimensions. In case of discrepancy, the governing order of the Contract Documents is as follows:

A. Amendment

B. Special Provisions/Conditions

C. Plans/Construction Drawings

D. Supplemental Specifications

E. 2010 FDOT Standard Specifications for Road and Bridge Construction.

2.3 DISCREPANCIES IN PLANS

Any discrepancies found between the Plans and Specifications and site conditions or any errors or omissions in the Plans or Specifications shall be immediately reported to the ENGINEER and CITY in writing in the form of an official Request for Information (RFI). The ENGINEER shall promptly correct such error or omission in writing. Any work done by the CONTRACTOR after his discovery of such discrepancies, errors or omissions shall be done at the CONTRACTOR's risk.

Discrepancies include any correction, errors or omissions in Plans and Specifications that may be made by the ENGINEER when such correction is necessary for the proper fulfillment of their intention as construed by him. Where said correction of errors or omissions, except as provided in the next three (3) paragraphs below, adds to the amount of work to be done by the CONTRACTOR, compensation for said additional work shall be made under the General Requirements. Changes in the work, except where the additional work may be classed under some item of work for which a unit price is included in the proposal, errors or omissions must be presented to the "Engineer of Record" in writing within five (5) days of discovery, in the form of an official Request.

The fact that specific mention of any part of work is omitted in the Specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the Plans, or is usually and customarily required to complete fully such work as is specified herein, will not entitle the CONTRACTOR to consideration in the matter of any claim for extra compensation, but the said work must be installed or done the same as if called for by both the Plans and Specifications.

All work indicated on the Plans and not mentioned in the Specifications or vice versa, and all work and material usual and necessary to make the work complete in all its parts, whether or not they are indicated on the Plans or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by both the Plans and Specifications.

The CONTRACTOR will not be allowed to take advantage of any errors or omissions in the Plans and Specifications. The ENGINEER will provide full information when errors or omissions are discovered.

2.4 DRAWINGS AND SPECIFICATIONS AT JOB SITE

One (1) complete set of all Contract Documents shall be maintained at the job site and shall be available to the ENGINEER and CITY at all times. Each crew installing the work items shall have

a set of Project Specifications and Project Plan Drawings that are pertinent to the work efforts being performed by the crew, including all current revisions.

2.5 DIMENSIONS

Plans consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. In general, roadway plans will show alignment, profile grades, typical cross-sections and general cross-sections. In general, structure plans will show in detail all dimension of the work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

2.6 SAMPLING AND TESTING

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under these specifications shall be in accordance with the latest standards or tentative of the American Society for Testing Materials and the Florida Department of Transportation.

Provisions of this Article supersede the requirements of Division II, Section 105 of the Florida Department of Transportation Standard Specifications which is modified as follows. The following subsections of Division II, Section 105 of the Standard Specifications shall not apply to work under this Contract:

A. 105-3.2 Personnel

B. 105-3.7.4 Describing Documentation Procedure

C. 105-3.10 Testing Laboratories

D. 105-5.2 QC Manager

E. 105-5.5 Earthwork QC Technicians

F. 105-5.6 Asphalt QC Technicians

G. 105-5.7 Concrete QC Technicians

H. 105-5.8.4 Concrete Post-Tensioned Segmental Box Girder Construction

I. 105-5.8.6.1 Concrete Other than Post-Tensioned Segmental Box Girder Construction

J. 105-5.10 Signal Installation Inspector

The testing of samples and materials shall be made at the expense of the CITY, except where indicated otherwise. The CONTRACTOR shall furnish any required samples without charge. The CITY / ENGINEER shall be given sufficient notification of the placing of orders for materials to permit testing.

As an exception to the above, when the CONTRACTOR represents a material or an item of work as meeting Specifications and under recognized test procedures it fails, the CONTRACTOR shall be responsible for all expenses associated with failed tests, billed at the Testing Laboratory's standard rate for individual tests.

It is expected that all inspections and testing of materials and equipment will be done locally. If the CONTRACTOR desires that inspections or tests be made outside of the local area all expenses, including per diem for the ENGINEER or Inspectors, shall be borne by the CONTRACTOR. The selected location will be reviewed and approved by the ENGINEER and CITY.

The CONTRACTOR shall be responsible for scheduling all testing required through the CITY's independent Geotechnical ENGINEER and Testing Laboratory. The CONTRACTOR shall give the ENGINEER and the Geotechnical ENGINEER at least one (1) day's prior notice of readiness of the work for all required inspections, tests or approvals. Should standby time occur by the testing field technician, time in excess of one (1) hour waiting for scheduled work to be completed prior to performing any required test per working day will be charged directly to the CONTRACTOR, unless previously approved by CITY. Any test not meeting specification requirements shall be charged directly to the CONTRACTOR.

2.7 SHOP DRAWINGS

The CONTRACTOR shall provide shop drawings, setting schedules and other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Plans and Specifications or ENGINEER's instructions. Deviations from the Plans and Specifications shall be called to the attention of the ENGINEER and CITY at the time of the first submission of shop drawings and other drawings. The ENGINEER's review and approval of any shop drawings shall not release the CONTRACTOR from responsibility for errors, corrections of details, or conformance with the Contract. Shop drawings shall be submitted according to the following schedule:

A. Seven (7) copies of each shop drawing shall be submitted to the ENGINEER at least thirty (30) days before the materials indicated thereon are to be needed or earlier if required to prevent delay of work or to comply with subparagraph D.

B. Shop Drawings. All working, shop and erection drawings, associated trade literature, calculations, schedules, manuals and similar documents submitted by the CONTRACTOR to define some portion of the project work. The type of work includes both permanent and temporary works as appropriate to the project.

C. Permanent Works. All the permanent structures and parts thereof required of the completed Contract.

D. Temporary Works. Any temporary construction work necessary for the construction of the permanent works. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection equipment and the like.

E. Construction Affecting Public Safety. Construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels of navigable waterways and walls or other structure foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the CONTRACTOR's control and outside the limits of normal public access.

F. Major and Unusual Structures. Bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

1. Bridges with an individual span longer than 300 feet (100 m).
2. Structurally continuous superstructures with spans over 150 feet (45m).
3. Steel box and plate girder bridges.
4. Steel truss bridges.
5. Concrete segmental and longitudinally post-tensioned continuous girder bridges.
6. Cable stayed or suspension bridges.
7. Arch bridges.
8. Tunnels.
9. Movable bridges (specifically electrical and mechanical components).
10. Rehabilitation, widening, or lengthening of any of the above.

G. Special Erection Equipment includes launching gantries, beam and winch equipment, form travelers, stability towers, strong-backs, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction equipment such as cranes.

H. Falsework includes any temporary construction work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations, and any proprietary equipment including modular shoring frames, post shores, and adjustable horizontal shoring.

I. Formwork includes any structure or mold uses to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets. Formwork may be either permanent formwork requiring a shop drawing submittal such as stay-in-place metal or concrete forms, or may be temporary formwork which requires certification by the Specialty ENGINEER for Construction Affecting Public Safety and for Major and Unusual Structures.

J Scaffolding is an elevated work platform used to support workmen, materials and equipment, but not intended to support the structure.

K. Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this item, this term is interchangeable with falsework.

L. Contractor Originated Designs. Items which the Contract Documents require the CONTRACTOR to design, detail and incorporate into the permanent works.

M. CONTRACTOR Responsibility for accuracy and Coordination of Shop Drawings: Coordinate, schedule, and control all submittals, with a regard for the required priority, including those of the various Subcontractors, suppliers, and engineers, to provide for an orderly and balanced distribution of the work.

1. Coordinate, review, date, stamp, approve and sign all shop drawings prepared by the CONTRACTOR or agents (subcontractor, fabricator, supplier, etc.) prior to submitting them to the Engineer of Record for review. Submittal of the drawings confirms verification of the work requirements, units of measurement, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers, and other similar data. Indicate on each series of drawings the specification section and page or drawing number of the Contract plans to which the submission applies. Indicate on the shop drawings all deviations from the Contract drawings and itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, clearly state so in the transmittal letter.

2. Schedule the submission of shop drawings to allow for a three (3) week review period. The review period commences upon the Engineer of Record's receipt of the valid submittal or re-submittal and terminates upon the transmittal of the submittal back to the CONTRACTOR. A valid

submittal includes all the minimum requirements outlined in FDOT Standard Specifications Section 5-1.4.4. Allow two (2) week review time for re-submittals.

3. Submit shop drawings to facilitate expeditious review. The CONTRACTOR is discouraged from transmitting voluminous submittals of shop drawings at one time. For submittals transmitted in this manner, allow for the additional review time that may result.

4. Only shop drawings distributed with the "red ink" stamps are valid and all work that the CONTRACTOR performs in advance of approval will be at the CONTRACTOR's risk.

2.8 QUALITY OF EQUIPMENT AND MATERIALS

In order to establish standards of quality, the detail Specifications refer to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design. Written requests for consideration of substitutions must be submitted at least fifteen (15) days prior to bid opening. Requests shall describe the product under consideration, including all data necessary to demonstrate acceptability. If the substitution is approved, an Addendum will be issued to all Bidders of Record, describing such.

The CONTRACTOR shall furnish to the CITY a complete list of his proposed desired substitution at least fifteen (15) days prior to bid opening, together with such engineering and Catalog data as the CITY may require. Substitutions may be submitted during the course of work, provided it does not delay the performance and completion of the work.

The CONTRACTOR shall abide by the CITY's/ENGINEER's judgment when proposed substitution of materials or items or equipment is judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted to the ENGINEER in writing by the CONTRACTOR and not by individual trades or material suppliers. The ENGINEER will advise of approval or disapproval of proposed substitutions in writing within a reasonable time. No substitute materials shall be used unless approved by ENGINEER in writing.

Wherever the Specifications call for an item of material or equipment by a manufacturer's name and type, and additional features of the item are specifically required by the Specifications, the additional features specified shall be provided whether or not they are normally included in the Standard manufacturer's item listed.

Wherever the Specifications call for an item of material or equipment by a manufacturer's name and type, the specified item becomes obsolete and is no longer available, the CONTRACTOR shall

provide an item equal in quality and performance which is currently available, at no change on Contract price.

2.9 EQUIPMENT AND MATERIAL APPROVAL DATA

The CONTRACTOR shall furnish one (1) copy of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, material gauge or thickness, brand name, catalog number and general type.

This submission shall be compiled by the CONTRACTOR and submitted to the ENGINEER for review and written approval before any of the equipment is ordered.

Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.

After written approval is received by the CONTRACTOR, submission shall become a part of the Contract and may not be deviated from except upon written approval of the ENGINEER.

Catalog data for equipment approved by the ENGINEER does not in any case supersede the Contract Documents. The acceptance by the ENGINEER shall not relieve the CONTRACTOR from responsibility for deviations from Plans or Specifications, unless he has called the ENGINEER's attention, in writing, to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The CONTRACTOR shall check the work described by the catalog data with the Contract Documents for deviations and errors.

It shall be the responsibility of the CONTRACTOR to insure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the field installation shall suit the true intent and meaning of the Plans and Specifications.

Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the CONTRACTOR to install the equipment to operate properly, and in harmony with the intent of the Plans and Specifications, and to make all changes in the work required by the different arrangement of connections at his own expense.

ARTICLE 3
ENGINEER-CITY-CONTRACTOR RELATIONS

3.1 ENGINEER'S RESPONSIBILITY AND AUTHORITY

All work shall be performed to the satisfaction of the ENGINEER and CITY. All work done shall be subject to the construction review of the ENGINEER or CITY, or both. Any and all technical questions which may arise as to the quality and acceptability of materials furnished,

work performed, or work to be performed, interpretation of Plans and Specifications and all technical questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR shall be referred to the ENGINEER who will resolve such questions.

3.2 ENGINEER'S DECISION

All claims of a technical nature of the CONTRACTOR shall be presented to the ENGINEER for resolution and be approved by CITY. The CITY's construction ENGINEER will decide all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

3.3 SUSPENSION OF WORK

The CITY or the ENGINEER shall have the authority to suspend the work wholly or in part, for such periods as may be deemed necessary and for whatever cause, to include but not be limited to,

unsuitable weather or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the CONTRACTOR to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications, or the action of a governmental agency, by serving written notice of suspension to the CONTRACTOR. In the event that the ENGINEER shall become aware of any condition that may be cause for suspension of the work, the ENGINEER shall immediately advise the CITY of such condition. The CONTRACTOR shall not suspend operations under the provisions of this Paragraph without the CITY's permission, or direction.

The ENGINEER has the authority to suspend the CONTRACTOR's operations, wholly or in part with the CITY's permission. The ENGINEER will order such suspension in writing giving in detail the reasons for the suspension. Contract time will be charged during all suspension of CONTRACTOR's operations. The CITY may grant an extension of contract time in accordance with FDOT Standard Specification Section 8-7.3.2 when determined appropriate in the CITY's sole judgment.

Neither additional compensation nor a time extension will be paid or granted to the CONTRACTOR when the operations are suspended for the following reasons:

A. The CONTRACTOR fails to comply with the Contract Documents.

B. The CONTRACTOR fails to carry out orders given by the ENGINEER.

C. The CONTRACTOR causes conditions considered unfavorable for continuing the work.

CONTRACTOR Shall Immediately Comply With any Suspension Order: Do not resume operations until authorized to do so by the ENGINEER in writing. Any operations performed by the CONTRACTOR, and otherwise constructed in conformance with the provisions of the contract, after issuance of the suspension order and prior to the ENGINEER's authorization to resume operations will be at no cost to the CITY. Further, failure to immediately comply with any suspension order will also constitute an act of default by the CONTRACTOR and is deemed sufficient basis in and of itself for the CITY to declare the CONTRACTOR in default, in accordance with FDOT Standard Specification Section 8-9, with the exception that the CONTRACTOR will not have ten calendar days to correct the conditions for which the suspension was ordered.

Prolonged Suspensions: If the ENGINEER suspends the CONTRACTOR's operations for an indefinite period, CONTRACTOR shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way. Take every reasonable precaution to prevent damage to or deterioration of the work performed. CONTRACTOR shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and provide any temporary structures necessary for public travel through the project.

Permission to Suspend CONTRACTOR's Operations: CONTRACTOR shall not suspend operations or remove equipment or materials necessary for completing the work without obtaining the ENGINEER's written permission. CONTRACTOR shall submit all requests for suspension of operations in writing to the ENGINEER, and identify specific dates to begin and end the suspension. The CONTRACTOR is not entitled to any additional compensation for suspension of operations during such periods.

Suspension of CONTRACTOR's Operations - Holidays: Unless the CONTRACTOR submits a written request to work on a holiday at least ten days in advance of the request date and receives written approval from the ENGINEER, the CONTRACTOR shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the CONTRACTOR's operations have been suspended. The CONTRACTOR is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of FDOT Standard Specification Sections 102 and 104. The CONTRACTOR is not entitled to any additional compensation for the removal of equipment from clear zones or for compliance with FDOT Standard Specification Sections 102 and 104 during such holiday periods.

3.4 CONSTRUCTION REVIEW OF WORK

The ENGINEER may appoint such assistants and representatives as he desires. These assistants and representatives are authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the manufacture, preparation, or fabrication of the materials to be used. Such assistants and representatives are not authorized to revoke, alter, or waive any requirement of these specifications. Rather, they are authorized to call to the attention of the CONTRACTOR any failure of the work or materials to meet the contract documents, and have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the ENGINEER. The ENGINEER will immediately notify the CONTRACTOR in writing of any suspension of the work, stating in detail the reasons for the suspension. The presence of the inspector or other assistant in no way lessens the responsibility of the CONTRACTOR.

3.5 FIELD TESTS AND PRELIMINARY OPERATION

Provide the ENGINEER with free entry at all times to such parts of the plant that concern the manufacture or production of the materials ordered, and bear all costs incurred in providing all reasonable facilities to assist the ENGINEER in determining whether the material furnished meets the requirements of these Specifications.

3.6 EXAMINATION OF COMPLETED WORK

The CITY/ENGINEER may request an examination of completed work of the CONTRACTOR at any time before acceptance by the ENGINEER of the work and shall remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be paid for as extra work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the CONTRACTOR's expense.

Do not perform work or furnish materials without obtaining inspection by the ENGINEER or his representative. Furnish the ENGINEER with every reasonable facility for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the ENGINEER, so requests, at any time before final acceptance of the work remove or uncover such portions of the finished work as directed. After examination, restore the uncovered portions of the work to the standard required by the contract documents. If the CITY or ENGINEER determines that the work so exposed or examined is unacceptable, perform the uncovering or removal, and the replacing of the covering or making good of the parts removed, at no expense to the CITY. However, if the ENGINEER determines that the work thus exposed or examined is acceptable, the CITY will pay for the uncovering or removing, and the replacing of the covering or making good of the parts removed in accordance with Paragraph 4-6.

If, during or prior to construction operations, the ENGINEER fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject in no way prevents the later rejection when such defect is discovered, or obligates the CITY to final acceptance. The CITY is not responsible for losses suffered due to any necessary removals or repairs of such defects.

If the CONTRACTOR fails or refuses to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the contract within the time indicated in writing, the ENGINEER has the authority to repair, remove, or renew the unacceptable or defective materials or work as necessary, all at the CONTRACTOR's expense. The CITY will obtain payment for any expense it incurs in making these repairs, removals, or renewals, that the CONTRACTOR fails or refuses to make, by deducting such expenses from any moneys due or which may become due the CONTRACTOR, or by charging such amounts against the contract bond.

3.7 CONTRACTOR'S SUPERINTENDENT

A qualified superintendent, who is acceptable to the CITY and or ENGINEER shall be maintained on the project and give sufficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the CONTRACTOR, and all communications given to the superintendent shall be considered given to the CONTRACTOR. All such communications shall be in writing, either prior to giving direction or subsequent to giving the direction.

3.8 PRIVATE PROPERTY

The CONTRACTOR shall not enter upon private property for any purpose without obtaining permission, in writing, from the property Owner thereof, and supply same to ENGINEER for Project documentation. Further, he shall be responsible for the preservation of all public trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until a land surveyor has witnessed or otherwise referenced their location and shall not remove them until so directed by the ENGINEER in writing.

CONTRACTOR shall be responsible for any damage caused by CONTRACTOR entering upon private property; the CONTRACTOR shall be responsible for all damages to private property as a result of construction in the vicinity of the private property.

3.9 CITY'S RIGHT TO TERMINATE CONTRACT AND COMPLETE WORK

The following acts or omissions constitute acts of default, and (except as to subparagraphs I and K) the CITY will give notice, in writing, to the CONTRACTOR and his surety for any delay, neglect or default, if the CONTRACTOR:

A. Fails to begin the work under the Contract within the time specified in the Contract.
B. Fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract.
C. Performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the ENGINEER rejects as unacceptable and unsuitable.
D. Discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the ENGINEER notifies the CONTRACTOR to do so.
E. Becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily.
F. Allows any final judgment to stand against him unsatisfied for a period of ten calendar days.
G. Makes an assignment for the benefit of creditors.
H. Fails to comply with contract requirements regarding minimum wage payments or EEO requirements.
I. Fails to comply with the ENGINEER's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order.
J. For any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the CITY.
K. Fails to comply with FDOT Standard Specification Section 3.9.

For a notice based upon reasons stated in Subparagraphs A through H and J: If the CONTRACTOR, within a period of ten (10) calendar days after receiving the written notice described above fails to correct the conditions of which complaint is made, the CITY will, upon written certificate from the ENGINEER of the fact of such delay, neglect, or default and the CONTRACTOR's failure to correct such conditions, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the CONTRACTOR and declare the CONTRACTOR in default.

If the CONTRACTOR, after having received a prior written notice described above for any reason stated in Subparagraphs B through F or H, commits a second or subsequent act of default for any reason covered by the same Subparagraphs B through F or H as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether the CONTRACTOR has cured the deficiency stated in that prior notice, the CITY will, upon written certificate from the ENGINEER of the fact of such delay, neglect or default and the CONTRACTOR's failure to correct such conditions, have full power and authority, without any prior written notice to the CONTRACTOR and without violating the contract, to take the prosecution of the work out of the hands of the CONTRACTOR and to declare the CONTRACTOR in default.

Regarding Subparagraph I, if the CONTRACTOR fails to comply with the ENGINEER's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the CITY will, upon written certificate from the ENGINEER of the fact of such delay and the CONTRACTOR's failure to correct that condition, have full power and authority, without violating the contract, to immediately take the prosecution of the work out of the hands of the CONTRACTOR and to declare the CONTRACTOR in default.

Regarding Subparagraph K, if the CONTRACTOR fails to comply with Paragraph 3-9, the CITY will have full power and authority, without violating the contract, to immediately take the prosecution of the work out of the hands of the CONTRACTOR and to declare the CONTRACTOR in default.

The CITY has no liability for anticipated profits for unfinished work on a contract that the CITY has determined to be in default.

Notwithstanding the above, the CITY shall have the right to declare the CONTRACTOR (or its "affiliate") in default and immediately terminate this contract, without any prior notice to the CONTRACTOR, in the event the CONTRACTOR (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(a), Florida Statutes. The CITY's right to default the CONTRACTOR (or its "affiliate") for "conviction" of a "contract crime" shall extend to and is expressly applicable to any and all CITY contracts that were either advertised for bid; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; for which a contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the CONTRACTOR (or its "affiliate") that resulted in the "conviction." In the event the CITY terminates this contract for this reason, the CONTRACTOR shall hereby forfeit any claims for additional compensation, extra time, or anticipated profits.

The CONTRACTOR shall only be paid for any completed work up to the date of termination. Further, the CONTRACTOR shall be liable for any and all additional costs and expenses the CITY incurs in completing the contract work after such termination.

Upon the declaration of default, the CITY will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the contract, or may use other methods to complete the work in an acceptable manner. The CITY will charge all costs that the CITY incurs because of the CONTRACTOR's default, including the costs of completing the work under the contract, against the CONTRACTOR. If the CITY incurs such costs in an amount that is less than the sum that would have been payable under the contract had the defaulting CONTRACTOR completed the work then the CITY will pay the difference to the defaulting CONTRACTOR. If the CITY incurs such costs in an amount that exceeds the sum that would have been payable under the contract, then the CONTRACTOR and the surety shall be liable and shall pay the CITY the amount of the excess.

If, after the ten (10) day notice period and prior to any action by the CITY to otherwise complete the work under the contract, the CONTRACTOR establishes his intent to prosecute the work in accordance with the CITY's requirements, then the CITY may allow the CONTRACTOR to resume the work, in which case the CITY will deduct from any monies due or that may be come due under the contract, any costs to the CITY incurred by the delay, or from any reason attributable to the delay.

3.10 RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the CITY or by other CONTRACTORs is contiguous to work covered by the Contract, the respective rights of the various interests involved shall be established by the CITY, to secure the completion of the various portions of the work in general harmony.

3.11 SEPARATE CONTRACTS

The CITY may let other contracts in connection with the work of the CONTRACTOR. The CONTRACTOR shall cooperate with other CONTRACTORs with regard to storage of materials and execution of their work. It shall be the CONTRACTOR's responsibility to inspect all work by other CONTRACTORs affecting his work and to report to the ENGINEER any irregularities, which will not permit him to complete his work in a satisfactory manner. His failure to notify the ENGINEER of such irregularities shall indicate the work of other CONTRACTORs has been satisfactorily completed to receive his work. It shall be the responsibility of the CONTRACTOR to inspect the completed work in place and report to the ENGINEER immediately any difference between completed work by others and the Plans.

If CONTRACTOR is found to be responsible for damages or delays to the work performed by other contractors, CONTRACTOR shall be required to make good any such damages or delays.

3.12 SUBCONTRACTS AND PURCHASE ORDERS

Prior to signing the Contract or at the time specified by the CITY, the CONTRACTOR shall submit in writing to the ENGINEER the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the ENGINEER.

The CONTRACTOR is responsible to the CITY for the acts and omissions of his subcontractors and their direct or indirect employees, to the same extent as he is responsible for the acts and omissions of his employees. The Contract Documents shall not be construed as creating a contractual relation between any subcontractors and the CITY. The CONTRACTOR shall bind every subcontractor by the terms of the Contract Documents.

For convenience of reference the Specifications are separated into paragraphs. Such separations shall not, however, operate to make the ENGINEER or CITY an arbiter to establish limits to the contracts between the CONTRACTOR and Subcontractors.

3.13 WORKS DURING AN EMERGENCY

The CONTRACTOR shall perform any work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, he shall notify the ENGINEER and CITY of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to properly protect both life and property.

3.14 ORAL AGREEMENTS

No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

3.15 NIGHT, SATURDAY, SUNDAY, AND/OR HOLIDAY WORK; CITY RIGHT-OF-WAY

The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the CONTRACTOR outside of the aforementioned time limit requires special authorization by the CITY and requires that the CONTRACTOR obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the CONTRACTOR. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the CITY and requires that the CONTRACTOR obtain a noise permit from the City Police Department. All night work within the CITY's right-of-way requires a minimum 48-hour prior notice to the CITY. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work 24 hours per day.

3.16 UNAUTHORIZED WORK

Work done without lines and/or grades having been established, work done without proper inspection, or any changes made or extra work done without written authority will be done at the CONTRACTOR's risk and will be considered unauthorized, and, at the option of the ENGINEER, may not be measured and paid for.

3.17 USE OF COMPLETED PORTIONS OF THE WORK

The CITY shall have the right to use, occupy, or place into operation any portion of the work that has been completed sufficiently to permit safe use, occupancy, or operation, as determined by the ENGINEER.

3.18 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance of the work by the CITY, it shall be under the charge and care of the CONTRACTOR, and he shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the work. The CONTRACTOR shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance.

CONTRACTOR's Responsibility for Work. Until the CITY's acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the non-execution of the work. Rebuild, repair, restore, and make good, without additional expense to the CITY, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the CITY may, at its discretion, reimburse the CONTRACTOR for the repair of such damage due to the unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR, including but not limited to Acts of God, of the public enemy, or of governmental authorities.

ARTICLE 4
MATERIALS AND WORKMANSHIP

4.1 GENERAL

All materials and workmanship shall meet the requirements of the City of Port St. Lucie Codes and Technical Specifications, the Florida Department of Environmental Protection requirements, and the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction Specifications, latest Edition", the "Design Standards, latest Edition", these

Contract Documents, and all applicable FDOT standards, manuals, and procedures and the City of Port St. Lucie Utility Systems Department technical specifications and construction standards.

4.2 MATERIALS FURNISHED BY THE CONTRACTOR

A. All materials used in the work shall meet the requirements of the respective Specifications, and no materials shall be used until it has been approved in writing by the ENGINEER.

B. Wherever the specifications call for an item of material or equipment by a manufacturer's name and type, and additional features of the item are specifically required by the specifications, the additional features specified shall be provided whether or not they are normally included in the standard manufacturer's item listed.

C. Wherever the specifications call for an item of material or equipment by a manufacturer's name and type, and the specified item becomes obsolete and is no longer available, the CONTRACTOR shall provide a substitute item which is acceptable to the ENGINEER and CITY and is currently available, at no change in Contract Price.

D. Source of Supply and Quality Requirements.

1. Only Approved Materials to be Used. Use only materials in the work that meet the requirements of these specifications, and have the ENGINEER's approval. The ENGINEER may inspect or test any materials proposed for use at any time during their preparation and use. Do not use any material that, after approval, has in any way become unfit for use in the work. Do not use materials containing asbestos.

2. Notification of Placing Order. Give sufficient notification prior to placing orders for materials, and order materials sufficiently in advance of their incorporation in the work to allow time for sampling and testing.

3. Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items. Submit to the ENGINEER a fabrication schedule for all items requiring commercial inspection, before or at the pre-construction meeting. These items include, but are not limited to steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet (14 m), moveable bridge components or any other item identified as an item requiring commercial inspection in the contract documents.

4. Approval of Source of Supply. Before delivering material obtain the ENGINEER's approval of the source of supply. Submit for examination representative preliminary samples, of the character and quantity prescribed.

The CITY will test the samples in accordance with the method referred to under FDOT Standard Specification Section S6-5 and Division III. If, after trial, the CITY determines that an approved source of supply does not contain a uniform, acceptable product, or the product from any source is unacceptable at any time, furnish material from other approved sources.

Use only mineral aggregates that are produced under a Department approved Producer Quality Control Program (QC) that is in accordance with the Department's requirements and procedures for obtaining and maintaining Department approval of developed and operational mineral aggregate sources (mines and redistribution terminals), and with the Department's Mineral Aggregate Manual. Furnish an individual certification with each haul unit load of materials shipped, attesting that those specific materials were produced under a Department-approved QC and that they fully meet the requirements of these specifications.

Do not use materials that were produced after July 1, 1991, by convict labor for federal-aid highway construction projects unless the prison facility has been producing convict-made materials for the federal-aid highway construction projects before July 1, 1987. Use materials that were produced prior to July 2, 1991, by convicts on federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114.

The CITY will limit the use of materials produced by convict labor for use in federal-aid highway construction projects to (1) materials produced by convicts on parole, supervised release, or probation from a prison, or (2) materials produced in a qualified prison facility. The amount of such materials produced for federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

E. Inspection and Tests at Source of Supply

1. General. If the volume, progress of the work, and other considerations warrant, the ENGINEER may inspect the materials at the source of supply.

2. Cooperation by the CONTRACTOR. Provide the ENGINEER with free entry at all times to such parts of the plant that concern the manufacture or production of the materials ordered, and bear all costs incurred in providing all reasonable facilities to assist the ENGINEER in determining whether the material furnished meets the requirements of these specifications.

3. CITY Not Obligated to Make Inspection at Source. The CITY is not obligated to make an inspection of materials at the source of supply. The CONTRACTOR is fully responsible for supplying satisfactory materials.

4. Retest of Materials. The CITY may retest materials that it has tested and accepted at the source of supply, after they have been delivered to the project. The CITY will reject all materials that, when retested, do not meet the requirements of these specifications.

F. Control by Samples and Tests.

1. Materials to be Tested, Samples. The ENGINEER may test materials by means of samples, or otherwise, at production points and after delivery. The CITY will perform and pay for such tests. Afford such facilities as the ENGINEER requires for collecting and forwarding samples, and do not make use of, or incorporate in the work, any materials represented by the samples until the ENGINEER tests and finds the materials acceptable. Furnish and deliver the required material necessary to take samples, to the point that the ENGINEER designates, at no expense to the CITY.

2. Pavement Samples: For both based course and surface course pavements, furnish samples taken from the completed work at any location that the ENGINEER indicates, and immediately replace the areas so removed with materials and construction that meet the requirements of these specifications and to the line and grade of the immediate surrounding pavement surface. The CITY will not allow additional compensation for furnishing such samples and replacing the areas with new pavement.

3. Applicable Standards: Methods of sampling and testing materials are in accordance with Florida Methods as covered therein. Otherwise, they shall be in accordance with standards of AASHTO, ASTM, or other criteria as specifically designated. Where an AASHTO, ASTM or other non-Florida Method is designated, and a Florida Method which is similar exists, the CITY will require sampling and testing in accordance with the Florida Method.

   Whenever any Florida, AASHTO, ASTM or other standards are referenced in these specifications without identification of the specific time of issuance, use the most current issuance, including interims or addendums thereto, at the time of advertisement for bids for a project.

4. Soil Bearing Tests: The CITY will determine the bearing value of soils using the City's Florida Soil Bearing Tests or by the methods required for the Limerock Bearing Ratio Method, whichever is designated in the plans.

5. Sieves. Use sieves meeting the requirements of AASHTO M 92.

6. Acceptance on Tests of Producer's Samples: The CITY, in order to expedite the work, may accept certain materials on the basis of tests made on advance samples taken and submitted by the producer, provided that the ENGINEER

   tests a representative number of samples of the material after the material arrives at the worksite and the CITY confirms that the material meets the requirements of these specifications. In the event that the ENGINEER's

tests of these samples do not substantiate those made on the advance samples submitted by the producer, and the ENGINEER determines that there is evidence that this privilege of expediting the use of the material is being abused, then the CITY will no longer extend this privilege to the such producer.

7. Preparation and Shipping of Samples: Attach a card to each producer's sample, showing the following information: Project designation, intended use of material, name of producer, source of supply, quantity represented by sample, date sampled, and any other information pertinent to the material or work. Use care in preparing and shipping samples. Check that packages are clean before placing material therein. Tie or close and securely wrap the packages.

8. Inspection at Plants: Provide the ENGINEER with access to all parts of all paving or other plants connected with the work to verify weights or proportions and character of materials, and to determine temperatures used in preparing materials and mixtures. Facilitate and assist in the ENGINEER's verification of the accuracy of all scales, measures, and other devices, and protect such devices from the wind and elements whenever such protection is necessary.

9. Aggregate Samples: The ENGINEER will select and take all samples from all aggregates entering into asphalt concrete mixes. Advise the ENGINEER as to location and source three weeks prior to the time the aggregates are needed for the design of the mix, so that the ENGINEER can arrange to take the samples.

10. Asphalt Concrete Mix Design: For the designs of asphalt concrete mixes that are to be provided by the CONTRACTOR, the CONTRACTOR will establish not more than three design mixes, without charge, for each type of mixture on any one contract.

11. Materials Accepted Based on Producer's Certification: Identify materials that the ENGINEER has accepted based on producers' certification by production LOT or other acceptable means that shows a direct tie between the certification and the material being used. The CITY will use such identification when doing verification testing. Ensure that the certification is signed by a legally responsible person from the producer and is provided on the producer's letterhead.

12. Materials Accepted Based on Manufacturer's Certification: The ENGINEER will accept certain manufactured products for use on CITY contracts upon receipt of a satisfactory certification stating that the product meets the acceptance criteria requirements of the CITY's specifications. Manufactured products whose acceptance is based on a manufacturer's certification are so identified in the appropriate Division III Sections of the

FDOT Standard Specifications. The ENGINEER reserves the right to sample these materials in accordance with the provisions of this specification.

13. Manufacturer's may obtain the sample certification forms through the Department's web site.

14. It is the sole responsibility of the CONTRACTOR to obtain, verify completeness and submit the certification to the ENGINEER before incorporating such manufactured products into the project.

4.3 SUBSTITUTION OF EQUIPMENT AND/OR MATERIAL

A. After the execution of the Contract, the substitution of equipment and/or material for that specified will be considered if:

1. The equipment and/or materials proposed for substitution is determined by the ENGINEER to be equal or superior to that specified in the Contract and is approved by the CITY.

2. The equipment and/or material proposed for substitution is less expensive than that specified and that such savings to the CITY, as proposed by the CONTRACTOR, are submitted with the request for substitution. If the substitution is approved, the Contract price shall be reduced accordingly.

3. The equipment and/or material proposed for substitution is readily available and its delivery and use, if approved as a substitution, will not delay the scheduled start and completion of the specified work for which it is intended or the scheduled completion of the entire work to be completed under the contract.

B. No request will be considered unless submitted in writing to the ENGINEER and approval by the ENGINEER must also be in writing. To receive consideration, requests for substitutions must be accompanied by documentary proof of the actual difference in cost to the CONTRACTOR in the form of quotations to the CONTRACTOR covering the original equipment and/or material, and also equipment and/or material proposed for substitution or other proof satisfactory to the ENGINEER.

C. It is the intention that the CITY shall receive the full benefit of the saving in cost involved in any substitution.

D. In all cases, the burden of providing adequate proof that the equipment and/or material offered for substitution is equal or superior in construction and/or efficiency to that named in the Contract shall rest on the CONTRACTOR and the proof will be submitted to the ENGINEER. Request for substitution of equipment and/or material which the CONTRACTOR cannot prove to the satisfaction of the

ENGINEER to be equal or superior in construction and/or efficiency to that named in the Contract will not be approved.

4.4 STORAGE OF MATERIALS (CONTRACTOR AND CITY FURNISHED)

Outdoor storage space may not be available at project site. Materials shall be stored so as to incur the preservation of their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable specifications. The CITY may reject improperly stored materials. Private property shall not be used for storage purposes unless permitted by the Private Property Owner.

If the CITY allows, the CONTRACTOR may use a portion of the right-of-way for storage purposes and for placing the CONTRACTOR's plant and equipment. Use only the portion of right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel.

The CONTRACTOR shall be responsible for securing an area appropriate for storage. The costs for incidental work efforts necessary by the CONTRACTOR in order to prepare the storage site shall be included in the various bid items. The site shall be fenced, and be maintained to a level that will not create hazardous conditions to the surrounding area, and shall maintain vegetative growth on the perimeter of area. The CITY is not responsible for loss of or damage to stored materials.

4.5 CHARACTER OF WORKMEN

The CONTRACTOR shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractor or persons employed by subcontractors. All workmen must have sufficient knowledge, skill and experience to perform properly the work assigned to them. Any superintendent, foreman, or workman employed by the CONTRACTOR or subcontractors who, in the opinion of the ENGINEER or the CITY, does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the CITY, be removed from the project immediately and shall not be employed again in any portion of the work without the approval of the CITY.

Provide competent, careful, and reliable superintendents, foreman and workmen. Provide workmen with sufficient skill and experience to properly perform the work assigned to them. Provide workmen engaged on special work, or skilled work, such as bituminous courses or mixtures, concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or the ENGINEER may take action as prescribed below.

Whenever the ENGINEER determines that any person employed by the CONTRACTOR is incompetent, unfaithful, intemperate, disorderly, or insubordinate, the ENGINEER will provide written notice and the CONTRACTOR shall remove from the project the person from the work. Do not employ any discharged person on the project without the written consent of the ENGINEER. If the CONTRACTOR fails to remove such person or persons, the ENGINEER may withhold all

estimates that are or may become due, or suspend the work until the CONTRACTOR complies with such orders. Protect, defend, indemnify, and hold the CITY, its agents, officials, and employees harmless from all claims, actions, or suit arising from such removal, discharge, or suspension of employees.

It is prohibited as a conflict of interest for a CONTRACTOR to subcontract with a consultant to perform CONTRACTOR Quality Control when the consultant is under contract with the CITY to perform work on any project described in the CONTRACTOR's contract with the CITY. Prior to approving a consultant for CONTRACTOR Quality Control, the CONTRACTOR shall submit to the CITY a certificate from the proposed consultant certifying that no conflict of interest exists.

4.6 REJECTED WORK AND MATERIAL

Any materials, equipment or work, which does not satisfactorily meet the Specifications, may be condemned by the ENGINEER or CITY by giving a written notice to the CONTRACTOR. All condemned materials; equipment or work shall be promptly taken out and replaced.

All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the ENGINEER, or are in any way unsatisfactory or unsuited to the purpose, for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damaged through carelessness or from other cause shall be removed within five (5) days after written notice is given by the ENGINEER, and the work shall be re-executed by the CONTRACTOR at his expense. The fact that the ENGINEER or the CITY may have previously overlooked such defective work shall not constitute an acceptance of any part of it. Should the CONTRACTOR fail to remove rejected work or materials within five (5) days after written notice to do so, the CITY may remove them and may store the materials. Costs for such removal will be the responsibility of the CONTRACTOR. Satisfaction of warranty work after final payment shall be in accordance with the General Requirements.

4.7 DEFECTIVE MATERIALS

The CITY will consider the following materials as defective. All materials not meeting the requirements of these specifications; segregated materials, even though previously tested and approved; materials that are or have been improperly stored; and materials that are mixed with an excess of clay, coal, sticks, burlap, hay, straw, loam or earth, or other debris. The ENGINEER will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to the CITY. Do not use rejected material, the defects of which have been subsequently corrected, until the ENGINEER has approved the material's use. Upon failure to comply promptly with any order of the ENGINEER made under the provisions of this article, the ENGINEER will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the CONTRACTOR.

As an exception to the above, the CONTRACTOR may submit, upon approval of the ENGINEER, an engineering and/or laboratory analysis to evaluate the effect of the defective in place materials. Any such analysis shall be performed by a specialty engineer. The ENGINEER

will determine the final disposition of the material after review of the information submitted by the CONTRACTOR. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

The ENGINEER will consider any haul unit load of mineral aggregates received for a CITY project as defective without an individual certification as required by FDOT Standard Specification Section 6.4.

4.8 MANUFACTURER'S DIRECTION

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer unless herein specified to the contrary.

4.9 CLEANING UP

The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish, tools, scaffolding and surplus materials and shall leave his work "broom clean" or its equivalent, unless more exactly specified. In case of noncompliance the CITY may remove the rubbish and charge the cost to the CONTRACTOR or such costs shall be deducted from any payments due the CONTRACTOR.

4.10 OWNERSHIP OF MATERIALS

CONTRACTOR shall be responsible for disposal costs of any structures, trees, or unsuitable fill within the project's limit. Any and all materials found within the limits of the project remain the property of the CONTRACTOR unless Ownership is specifically conveyed to the CITY.

All material, equipment and work become the sole property of the CITY as installed. These provisions shall not be construed as relieving the CONTRACTOR from the sole responsibility for all materials and work for which payments have been made, for the restoration of damaged work, or as a waiver of right of the CITY to require the fulfillment of all the terms of the Contract.

4.11 GUARANTEE

The CONTRACTOR shall warrant all equipment and materials furnished and work performed for a period of one (1) year from the date of final written acceptance of the work by CITY. The CONTRACTOR shall assist the CITY in compiling all required information related to the CONTRACTOR's construction activities.

Satisfaction of warranty work after final payment shall be as provided in the General Requirements.

All equipment and material warranties or guarantees shall be drawn in favor of the CITY and the originals thereof furnished to the ENGINEER for review and acceptance prior to final payment.

ARTICLE 5
INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY

5.1 PATENTS AND ROYALTIES

If any design, device, material or process covered by letters, patent or copyright is used by the CONTRACTOR, he shall provide for such use by legal agreement with the CITY of the patent or a duly authorized licensee. The CONTRACTOR shall protect and hold harmless the CITY against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment or construction furnished or used by the CONTRACTOR.

5.2 LAWS TO BE OBSERVED

The CONTRACTOR shall give all notices and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the CITY and ENGINEER against any expense, claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

The CONTRACTOR shall keep fully informed of all existing and pending state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or in any way affecting the conduct of tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Plans, Specifications, or Contract for this work in relation to any such law, ordinance, regulations, order or decree, shall forthwith report the same to the ENGINEER and CITY in writing. The CONTRACTOR shall at all times observe and comply with and cause all their agents, subcontractors, and employees to observe and comply with any such law, ordinance, regulation, order or decree; and shall protect and indemnify the CITY and ENGINEER, their officers, employees, and agents against any expense, claim or liability arising from or based upon violation of any such law, ordinance, regulations, orders or decree, whether by himself or his employees.

All building construction work alterations, repairs or mechanical installations and appliances connected therewith shall comply with the applicable building rules and regulations, restrictions and reservations of record, local ordinances and such other statutory provisions pertaining to this class of work.

5.3 PROTECTION OF PERSONS AND PROPERTY

A. Safety Precautions and Programs

1. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida.
2. This Contract requires that the CONTRACTOR and any and all subcontractors hired by the CONTRACTOR comply with all relevant standards of the Occupational

Safety and Health Act. Failure to comply with the Act constitutes a failure to perform.

3. The CONTRACTOR agrees to reimburse the CITY for any fines and/or court costs arising from penalties charged to the CITY for violations of OSHA committed by the CONTRACTOR or any and all Subcontractors.

B. Safety of Persons and Property

1. The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all employees on the work and all other persons who may be affected thereby; all the work materials and equipment to be incorporated therein, whether in storage on or off the project site, under the care, custody or control of the CONTRACTOR or any of their Subcontractors; and other property on the project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. The CONTRACTOR shall be held fully responsible for such safety and protection until final written acceptance of the work.
3. The CONTRACTOR shall at all times so conduct their work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the CITY. No road or street shall be closed to the public except with the permission of the CITY and proper governmental authority.

C. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, swale liners, and irrigation ditches, which shall not be obstructed except as approved by the CITY. The CONTRACTOR shall comply with FDOT Standard Specifications 7-11.1 through 7-11.5.3.

5.4 CROSSING

When new construction crosses highways, railroads, streets or utilities under the jurisdiction of state, county, CITY or other public agency, public utility or private entity, the CITY through the ENGINEER shall secure written permission prior to the commencement of construction of such crossing. The CONTRACTOR will be required to furnish evidence of compliance with conditions of the permit from the proper authority before final acceptance of the work by CITY.

5.5 SANITARY PROVISION

The CONTRACTOR shall provide and maintain such sanitary accommodations for the use of their employees and those of his Subcontractors as may be necessary to comply with the requirements and regulations of the local and state departments of health and as directed by the ENGINEER or CITY, and shall follow the progression of the work effort. Following the period of necessity for such accommodations, they and all evidence affixed thereto shall be removed.

5.6 WARNING SIGNS AND BARRICADES

The CONTRACTOR shall provide adequate signs, barricades, warning lights and flagmen, as required, and all such other necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by lights that shall be kept in operation from sunset to sunrise. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist. Warning signs and barricades shall be in conformance with the State of Florida, Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations, and the MUTCD latest edition. A Maintenance of Traffic Plan shall be submitted by the CONTRACTOR to the CITY through the ENGINEER, for review and approval.

ARTICLE 6
PROGRESS AND COMPLETION OF WORK

6.1 START OF CONSTRUCTION

The CONTRACTOR shall commence work not later than ten (10) calendar days after the CITY's acceptance and date as identified in the Contract, or as specifically noted in the Contract. However, in no case shall the CONTRACTOR commence work until the CITY has been furnished and acknowledges receipt of the CONTRACTOR's Certificates of Insurance and a properly executed Performance and Payment bond as required. Failure to provide the Certificates of Insurance to the CITY within the ten (10) days, shall subject CONTRACTOR to days being deleted from the contract time for every day of delay, or the CITY may elect to terminate this Contract for failure to commence construction in a timely manner and the CITY may contract with another CONTRACTOR.

6.2 CONTRACT TIME

The CONTRACTOR shall complete, in an acceptable manner, all of the work covered by the Contract in the time stated in the Contract or consistent with any change orders properly expedited and approved by the CITY and its Council and the CONTRACTOR.

6.3 SCHEDULE OF COMPLETION

The CONTRACTOR's schedules shall reflect a logical sequence of the various components of work and the anticipated rates of production necessary to complete the work covered by the Contract on or before the completion date stated in the Contract. Said schedules shall be submitted within twenty-one (21) days of the execution of the Contract by the CITY, and shall be updated and resubmitted to the CITY by the twenty-fifth (25th) day of every month with the CONTRACTOR's pay request. Pay requests submitted without a revised Project Schedule will not be forwarded to the CITY for payment.

6.4 COORDINATION OF CONSTRUCTION

The CONTRACTOR shall coordinate his work with other CONTRACTORs, the ENGINEER, CITY and Utilities to assure orderly and expeditious progress of work.

CONTRACTOR shall make his own arrangements for water and electrical service to meet his construction requirements.

6.5 PROTECTION OF EXISTING UTILITIES AND FACILITIES

All utilities and all structures of any nature, whether below or above ground, that may be affected by the work shall be protected and maintained by the CONTRACTOR and shall not be disturbed or damaged by him during the progress of the work; provided that, should the CONTRACTOR disturb, disconnect or damage any utility or any structure, all expenses of whatever nature arising from such disturbance or the replacement or repair and testing thereof shall be borne by the CONTRACTOR. FDOT Standard Specification Section 7-11.6, shall also apply.

6.6 CHANGES IN THE WORK

Any review for time changes shall be based upon time schedules submitted by the CONTRACTOR. The CITY may order changes in the work through additions, deletions or modifications without invalidating the Contract; however, any change in the scope of work or substitution of materials shall require the written approval of the ENGINEER. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change. New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a contract price shall be classed as changes in the work. The CONTRACTOR shall do such changes in the work and furnish such materials, labor and equipment as may be required for the proper completion of construction of the work contemplated. In the absence of such written order, no claim for changes in the work shall be considered.

Changes in the work shall be performed in accordance with these specifications where applicable and work not covered by the specifications or special provisions shall be done in accordance with specifications issued for this purpose. Changes in the work required in an emergency to protect life and property shall be performed by the CONTRACTOR as required. CONTRACTOR must notify CITY (within 24 hours) and must document that there was an emergency as soon as practical.

6.7 EXTENSION OF CONTRACT TIME

A delay beyond the CONTRACTOR's control occasioned by an "Act of God" may entitle the CONTRACTOR to an extension of time in which to complete the work as determined by the CITY provided, however, the CONTRACTOR shall immediately give written notice to the CITY of the cause of such delay. No extension of time shall be valid unless given in writing by the ENGINEER, and in all cases will be added at the end of the contract date, in the event the time becomes necessary for use. The CITY may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of proposal. The CITY may allow such extension of time only for delays occurring during the Contract Time period or authorized extension of the Contract Time period. When failure by the CITY to fulfill an

obligation under the Contract results in delays to the controlling items of work, the CITY will consider such delays as a basis for granting a time extension to the Contract.

Whenever the ENGINEER suspends the CONTRACTOR's operations, as provided in Section 3.3, for reasons other than the fault of the CONTRACTOR, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The CITY will not grant time extensions to the CONTRACT for delays due to the fault or negligence of the CONTRACTOR.

The CITY does not include an allowance for delays caused by the effects of inclement weather or suspension of CONTRACTOR's operations due to holidays as defined in Section 3.3 in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the CONTRACTOR to submit a request for additional time due to the effects of weather.

The CITY will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations due to holidays that prevent the CONTRACTOR from productively performing controlling items of work resulting in:

(1) The CONTRACTOR being unable to work at least 50% of the normal work day on pre-determined controlling work items due to adverse weather conditions, holiday suspension; or

(2) The CONTRACTOR must make major repairs to work damaged by weather, provided that the damage is not attributable to the CONTRACTOR's failure to perform or neglect; and provided that the CONTRACTOR was unable to work at least 50% of the normal workday on pre-determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather.

6.8 COMPLIANCE WITH TIME REQUIREMENTS

Commence work in accordance with the approved working schedule and provide sufficient labor, materials and equipment to complete the work within the time limit set forth in the proposal. Should the CONTRACTOR fail to furnish sufficient and suitable equipment, forces, and materials as necessary to prosecute the work in accordance with the required schedule, the ENGINEER may withhold all estimates that are, or may become due, or suspend the work until the CONTRACTOR corrects such deficiencies.

6.9 SUBMISSION OF WORKING SCHEDULE

Within ten (10) calendar days after the execution of the Contract by the CITY or at the preconstruction conference, whichever is earlier, submit to the CITY/ENGINEER a work progress schedule for the project. The CITY/ENGINEER will review and respond to the CONTRACTOR within fifteen (15) calendar days of receipt.

6.10 PROVISIONS FOR CONVENIENCE OF PUBLIC

CONTRACTOR shall schedule construction operations to minimize any inconvenience to adjacent businesses or residences. Where necessary, the ENGINEER may require the CONTRACTOR to first construct the work in any areas along the project where inconveniences caused by construction operations would present a more serious handicap. In such critical locations, where there is no assurance of continuous effective prosecution of the work once the construction operations are begun, the ENGINEER may require the CONTRACTOR to delay removal of the existing (usable) facilities.

6.11 PRECONSTRUCTION CONFERENCE

Immediately after awarding the contract but before the CONTRACTOR begins work, the ENGINEER will schedule a preconstruction conference at a place the ENGINEER designates to review and discuss the construction aspects of the project. CONTRACTOR attendance at this meeting is required, along with the CITY and the various utility companies that will be involved with the project construction.

ARTICLE 7
MEASUREMENT AND PAYMENT

7.1 PAYMENT

Payment shall be made at the Unit Prices or Lump Sum Prices as depicted in the Schedule of Contract Prices, and as outlined hereafter. These prices shall be full compensation for all costs associated with completion of all work in full conformity with the requirements as stated or shown, or both, by the Contract Documents. The cost of any item(s) of work which is not covered by a definite Unit Price or Lump Sum Price shall be included in the Unit Price or Lump Sum Price to which the item(s) is most applicable.

7.2 ERROR IN LUMP SUM QUANTITY

Where the CITY designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the CITY will adjust the lump sum compensation only in the event that either the CONTRACTOR submits satisfactory evidence or the CITY determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error as defined in FDOT Standard Specification Section 9-3.2.1.

7.3 DEVIATION FROM PLAN DIMENSIONS

If the CONTRACTOR fails to construct any item to plan or to authorized dimensions within the specified tolerances, the ENGINEER, at his discretion will: require the CONTRACTOR to reconstruct the work to acceptable tolerances at no additional cost to the CITY; accept the work and provide the CONTRACTOR no pay; or accept the work and provide the CONTRACTOR a reduced final pay quantity or reduced unit price. The CITY will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Paragraph unless such reduction results in an aggregate monetary change per item of more than $100, except that for earthwork items, the aggregate change must exceed $5,000 or 5% of the original plan quantity, whichever is smaller.

7.4 CONSTRUCTION TOLERANCES

If, in the opinion of the ENGINEER, the CONTRACTOR has made a deliberate attempt to take advantage of the construction tolerances as defined in FDOT Standard Specification 120-12.1 to increase borrow excavation in fill sections or to decrease the required volume of roadway measurements and will apply reductions in pay quantities. The CITY will not use the construction tolerance, as defined in FDOT Standard Specification Section 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.5 DETAILED BREAKDOWN OF CONTRACT

Except in cases where unit prices form the basis for payment under the Contract, the CONTRACTOR shall submit a complete breakdown of the contract amount showing the value assigned to each part of the work, including an allowance for profit and overhead within ten (10) days of the execution of the Contract by the parties. Upon approval of the breakdown of the contract amount by the ENGINEER and the CITY, it shall be used as the basis for all requests for payment.

7.6 REQUEST FOR PAYMENT

The CONTRACTOR may submit to the CITY not more than once each month on the 10th of each month a request for payment for work completed. The CONTRACTOR shall furnish the ENGINEER and the CITY all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. No payments shall be made for materials stored on site without approval of the CITY.

Progress payments shall be in accordance with the Contract and identified in Section III of the Contract.

Where unit prices are specified, the request for payment shall be based on the quantities completed.

Prior to submission of any request for payment by the CONTRACTOR, the ENGINEER shall review the request for payment to determine the following:

A. That the work covered by the request for payment has been completed in accordance with the intent of the Plans and Specifications.
B. That the quantities of work have been completed as stated in the request for payment, whether for a unit price contract or for payment on a lump-sum contract.

7.7 CITY'S ACTION ON A REQUEST FOR PAYMENT

A. Within ten (10) days from the date of receipt of a request for payment the CITY shall review the request for payment and if it is incorrect, the CITY will do the following:

1 Disapprove the request for payment in accordance with the General Conditions informing the CONTRACTOR in writing of the reasons for

withholding payment, OR;

B. Within thirty (30) days from the date of receipt of a request for payment the CITY shall do one of the following:

1. Approve and pay the request for payment as submitted.

2. Approve and pay such other amount of the request for payment, informing the CONTRACTOR in writing of the reasons for paying the amended amount.

7.8 CITY'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT

The CITY may withhold payment in whole or in part on a request for payment to the extent necessary for any of the following reasons:

A. Work not performed but included in the request for payment.
B. Work covered by the request for payment which is not in accordance with the Plans, Specifications and generally accepted engineering and construction practices.
C. In the event of a filing of a claim or lien or information received by CITY of a potential filing of a claim or lien against the CONTRACTOR or CITY.
D. Failure of the CONTRACTOR to make payments to Subcontractors, material suppliers or labor.
E. Damage to another CONTRACTOR as defined in Paragraph 3.11 of the General Requirements.
F. Default of any of the provisions of the Contract Documents.
G. Defective work which has not been corrected within the time specified in the Contract Documents.

7.9 PAYMENT FOR UNCORRECTED WORK

Should the ENGINEER direct, in writing, the CONTRACTOR not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the contract amount shall be made to compensate the CITY for the uncorrected work.

7.10 PAYMENT FOR REJECTED WORK AND MATERIALS

The removal of work and materials rejected under Paragraph 4.6 of the General Requirements, the re-execution of work by the CONTRACTOR shall be at the expense of the CONTRACTOR and the CONTRACTOR shall pay the cost of replacing the destroyed or damaged work of other CONTRACTORs by the removal of the rejected work or materials and the subsequent re-execution of that work.

Removal of rejected work or materials and storage of materials by the CITY in accordance with Paragraph 4.6 of the General Requirements shall be paid for by the CONTRACTOR within thirty (30) days after written notice is given by the ENGINEER. If the CONTRACTOR does not

pay the expenses of such removal and after ten (10) days written notice being given by the ENGINEER of his intent to see the materials, the CITY may sell the materials and shall pay to the CONTRACTOR the net proceeds there from after deducting all the costs and expenses that are incurred by the CITY. The ENGINEER may act as the CITY's authorized representative in the aforementioned actions.

7.11 COMPENSATION FOR CHANGES IN THE WORK

If conditions require a change in the scope of work or additional work, varying from the original Plans or Specifications, such change shall be effected by the CONTRACTOR when a written Change Order is issued by the CITY. The Change Order shall set forth in complete detail the nature of the change, the change in the compensation to be paid the CONTRACTOR and whether it is an addition or a reduction of the original total contract cost. Should additional or supplemental drawings be required, they will be furnished by the ENGINEER.

Authorized Changes in Work. Where the CITY designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the CITY will adjust compensation for that item proportionately when an authorized plan change is made, which results in an increase or decrease in the quantity of that item. When the plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the CITY will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a Change Order.

Compensation to be paid to the CONTRACTOR for accomplishing the work of a Change Order shall be established in one of the following ways:

A. By lump sum proposed by the CONTRACTOR and accepted by the CITY.
B. By unit prices established and agreed to by all parties.
C. By unit prices established for additional kinds of work.
D. By other methods as may be mutually agreed upon.

Compensation for home office overhead and other related costs shall not be allowed in extra charges. No extra work shall be completed until the CITY and CONTRACTOR have agreed, in writing, on the method and compensation for the extra work.

7.12 CANCELLED ITEMS OF WORK

The CITY shall have the right to cancel those portions of the contract relating to the construction of any item provided therein. Such cancellation, when ordered by the CITY in writing, shall entitle the CONTRACTOR to the payment of a fair and equitable amount covering all costs incurred by him pertaining to the canceled items before the date of cancellation or suspension of the work. The CONTRACTOR shall be allowed a profit percentage on the materials used and on construction work actually done, at the same rates as provided for "Changes in the Work", but no allowance will be made for anticipated profits. Acceptable materials ordered by the CONTRACTOR or delivered on the site before the date of such cancellation or suspension shall be purchased from the CONTRACTOR by the CITY at actual cost and shall thereupon become the property of the CITY.

Upon cancellation of an item, the CONTRACTOR shall not be compensated for home office and overhead costs.

7.13 PAYMENT FOR WORK SUSPENDED BY THE CITY

If the work or any part thereof shall be suspended by the CITY, as provided in General Requirements, the CONTRACTOR will not be entitled to payment for work done.

7.14 PAYMENT FOR WORK BY THE CITY

The cost of the work performed by the CITY removing construction equipment, tools and supplies and in correcting deficiencies shall be paid by the CONTRACTOR.

7.15 PAYMENT FOR WORK BY CITY FOLLOWING TERMINATION OF CONTRACT

Upon termination of the contract by the CITY no further payments shall be due the CONTRACTOR until the work is completed and accepted by the CITY. The cost incurred by the CITY as herein provided shall include the cost of CONTRACTOR and other expenses incurred by the CITY through the CONTRACTOR's default.

7.16 PAYMENT FOR WORK SUSPENDED BY THE CONTRACTOR

Upon suspension of the work by the CONTRACTOR, and upon CITY approval, the CONTRACTOR shall recover payment from the CITY for the work performed.

7.17 RELEASE OF LIENS (INTERIM/FINAL)

The CONTRACTOR shall deliver, with each request for payment, a completed Affidavit and Release of Lien on a form supplied by the CONTRACTOR. Also, from each supplier or subcontractor who has notified the CITY of his right to file a lien (Notice to Owner) or who is listed in the CONTRACTOR's Affidavit and Release of Lien as an unpaid, potential Lienor, a Lienor's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

If the completed forms are not supplied with the request for payment, the CITY will request said completed form(s) from the potential Lienor by receipt mail, and hold payment until the provisions below are met.

If no reply is received within thirty (30) days and/or all of the CITY's Demand for a Lienor's Sworn Statement of Account indicates that no monies are due, payment in the amount of the approved request shall be made.

However, if there are outstanding payments due to any suppliers or Subcontractors, the CITY may make joint payments to the CONTRACTOR and the unpaid supplier(s) and/or Subcontractor(s).

7.18 ACCEPTANCE AND FINAL PAYMENT

The CONTRACTOR shall furnish full and final releases of lien for labor, materials and equipment incurred in connection with the work certified As-Builts, following which the CITY will release the CONTRACTOR except as to the conditions of the performance bond, any legal rights of the CITY, required guarantees and satisfaction of all warranty work, and shall authorize payment of the CONTRACTOR's final request for payment.

Maintenance until Acceptance. Maintain all work until the ENGINEER has given final acceptance in accordance with FDOT Standard Specification Section 5-11.

Inspection for Acceptance. Upon notification that all contract or all contract work on the portion of the contract scheduled for acceptance, has been completed, the ENGINEER will make an inspection for acceptance. The inspection will be made within seven days of the notification. If the ENGINEER finds that all work has been satisfactorily completed, the CITY will consider such inspection as the final inspection. If any or all of the work is found to be unsatisfactory, the ENGINEER will detail the remedial work required to achieve acceptance. Immediately perform such remedial work. Subsequent inspections will be made on the remedial work until the ENGINEER accepts all work.

Upon satisfactory completion of the work, the CITY will provide written notice of acceptance, either partial, conditional or final, to the CONTRACTOR.

Until final acceptance in accordance with FDOT Standard Specification Section 5-11, replace or repair any damage to the accepted work. The cost of such work will be negotiated.

Partial Acceptance. At the ENGINEER's sole discretion, the ENGINEER may accept any portion of the work under the provisions of FDOT Standard Specification Section 5-10.2.

Conditional Acceptance. The ENGINEER will not make, or consider requests for conditional acceptance of a project.

Final Acceptance. When, upon completion of the final construction inspection of the entire project, the ENGINEER determines that the CONTRACTOR has satisfactorily completed the work, the ENGINEER will give the CONTRACTOR written notice of final acceptance.

7.19 TERMINATION OF CONTRACTOR'S RESPONSIBILITY

The Contract will be considered complete when all work has been finished, the final construction review is made by the "Engineer of Record," and the project accepted in writing by the CITY. The CONTRACTOR's responsibility shall then cease, except as set forth in his performance bond, as required by the guarantee period in accordance with the General Requirements.

7.20 SATISFACTION OF WARRANTY WORK AFTER FINAL PAYMENT

The making of the final payment by the CITY to the CONTRACTOR shall not relieve the CONTRACTOR of responsibility for faulty materials or workmanship. The CITY shall promptly

give written notice of faulty materials and workmanship and the CONTRACTOR shall promptly replace any such defects discovered within one (1) year from the date of final written acceptance of the work by the CITY.

ARTICLE 8
MISCELLANEOUS

8.1 ADDRESSES FOR NOTICES

All notices given under or in connection with any of the Contract Documents shall be delivered in person or by telegraph or registered or certified mail to the parties at the address as either party may by notice designate.

8.2 TAXES

CONTRACTOR shall pay all sales or other taxes of any type which may be incurred in connection with the work hereunder, and shall reimburse the CITY for any such taxes paid by the CITY.

8.3 NO WAIVER OF LEGAL RIGHTS

Neither the payment for, nor acceptance of the whole or any part of the work by the CITY or representatives of the CITY, nor any extension of time, nor the withholding of payments, nor any possession taken by the CITY, nor the termination of employment of the CONTRACTOR shall operate as a waiver of any portion of the Contract or any power therein reserved or any right therein reserved or any right therein provided.

8.4 MAINTENANCE OF TRAFFIC

Traffic control devices shall conform to the governing sections of the FDOT Specifications. Construction access to adjacent parcels must be maintained at all times.

If critical short-term construction operations require temporary road detours, the CITY will be given at least forty-eight (48) hours prior written notice for consideration of approval. These operations should be planned for weekend, nighttime, and off-peak hours, when possible, subject to the approval of the CITY. CONTRACTOR will be required to provide off-duty Port St. Lucie Police Officers for this operation. The cost for police officers and required inspection personnel is to be included within the various payment items at no additional cost to the CITY.

The CONTRACTOR shall be responsible for keeping all law enforcement, fire protection, and ambulance agencies informed, in advance of his construction schedules, by notification to the City Engineering Department, **forty-eight (48) hours** in advance, in the event of detour of any roadway. The City Engineering Department will distribute the information to the appropriate agencies, including the news media, if required.

The CONTRACTOR shall be responsible for the proper maintenance, control, and detour of traffic in the area during the construction. All traffic control and maintenance procedures shall be in accordance with the requirements of the FDOT Standard Specifications and the Contract Documents. Any and all costs associated, including any nighttime operations, with the approved M.O.T. Plans shall be included in the appropriate Bid item for maintenance of traffic (M.O.T).

All traffic control signs and devices, barricades, flashers, flambeaus, and similar devices, shall be furnished and maintained by the CONTRACTOR.

Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic and pedestrian safety at all times. Necessary access to adjacent property shall be provided at all times.

The CONTRACTOR shall be responsible for performing daily inspections, including weekends and holidays, with weekly inspections at night time, of the installations on the project and the replacement of all equipment and devices not conforming to the approved standards during that inspection. Additional night time inspections may be required if deemed necessary by the CITY or ENGINEER. The project personnel will be advised of the schedule of these inspections and be given the opportunity to join in the inspection as deemed necessary.

8.5 ACCESS AND RESTORATION

The CONTRACTOR's attention is directed to the access and restoration requirements for driveways and swales. These requirements are contained on the drawings and in the Technical Specifications. They include time limits for work completion by the CONTRACTOR and actions by the CITY for non-completion.

The CONTRACTOR shall not block access to driveways except where same area is to be removed and replaced. The CONTRACTOR shall give twenty-four (24) hours advance written notice to the resident or occupant of the property of driveway removal and replacement operations and supply the CITY's representative a copy of same. Access shall be maintained to property of a commercial operation either via the driveway or a reasonable alternative route. The CONTRACTOR shall coordinate such an alternative route with the operator of the commercial operation. Traffic control devices shall conform to Section 102-2.1 of the FDOT Standard Specifications. Unless approved in writing by the ENGINEER, each driveway shall be prepared so as to allow access by the residents, at the end of each workday.

8.6 PROTECTION OF WORK

The CONTRACTOR shall protect his work throughout its length by the erection of suitable barricades and handrails, where required. He shall further indicate this work at night by the maintenance of suitable lights or flares, especially along or across thoroughfares. Whenever it is necessary to cross a public walk, he shall provide a suitable safe walkway with hand railings. He shall also comply with all laws of ordinances covering the protection of such work and the safety measures to be employed therein. The CONTRACTOR shall carry out his work so as not to deny access to private property. All utility access manholes, valves, fire hydrants, and letterboxes shall be kept accessible at all times.

8.7 DUST CONTROL

The CONTRACTOR will be responsible to provide adequate dust control on the project. The CONTRACTOR at a minimum is required to provide watering of the project limits to avoid excessive dust. The CITY requests the use of non-potable water for dust control. The ENGINEER will only notify the CONTRACTOR one time of inadequate dust control. If the CONTRACTOR fails to respond within two (2) hours, then the CITY will provide dust control and back charge the CONTRACTOR.

8.8 NOISE CONTROL

The CONTRACTOR shall be responsible for continuously monitoring the noise levels of equipment during construction. Noise levels must be kept to a minimum at all times, particularly during any work permitted beyond the normal working hours, classified as 7 AM to sundown. Any work performed before or after these hours requires a noise permit from the CITY. The CONTRACTOR shall provide forty-eight (48) hours of notice prior to construction at night.

The CONTRACTOR must comply with the applicable noise level limits and requirements of the City of Port St. Lucie Noise Ordinance. Citations for violations of this ordinance must be resolved by the CONTRACTOR at his expense, including, but not limited to, replacing equipment with quieter equipment, relocating equipment to a less bothersome location, providing temporary structures of sound deadening/dampening materials.

8.9 SALVAGEABLE ITEMS

Unless otherwise specified, all salvageable items or materials (including fill), as determined by ENGINEER, shall remain the property of the CITY. The CONTRACTOR will stockpile salvaged items or materials at a designated CITY site. Typical examples of salvaged items are valves, hydrants, guardrail, etc. Items deemed to not be salvageable shall be disposed of by the CONTRACTOR.

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29 CFR 5.5 - Contract provisions and related matters. Davis Bacon Regulations

- **Section Number:** 5.5
- **Section Name:** Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, provided, that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(a) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) Classifications of Workers:

ATTACHMENT A
SB-20120008
ST. LUCIE NORTH DRAINAGE BASIN IMPROVEMENTS

TECHNICAL SPECIFICATIONS

ROADWAY, DRAINAGE, GRASSING

Paragraph	Description
1	Standard Specifications
2	Scope Of Work
3	Measurement And Basis Of Payment
4	Utilities
5	Borrow And Waste
6	Testing
7	Survey Work, Construction Layout, and As-Built Drawings
8	Water Resources
9	Fish And Wildlife Resources
10	Erosion And Sediment Control Measures
11	Environmental Protection
12	Clearing And Grubbing
13	Control And Disposal Of Waste
14	Dust Control
15	Excavation/Embankment
16	Excavation And Dewatering
17	Stabilizing
18	Base Course
19	Hot Bituminous Mixtures – Plant, Methods and Equipment
20	Inlets, Manholes, Endwalls And Mitered End Sections
21	Pipe Culverts
22	Articulating Concrete Block (ACB) Mat
23	Riprap (Rubble)
24	4" Concrete Sidewalk
25	Sodding
26	Reflective Pavement Markers
27	Painting Traffic Stripes and Markings
28	Thermoplastic Stripes and Markings
29	Project Schedule
30	Irrigation Repair Allowance
31	Utility Repair Allowance
32	Utilities (PSLUSD)
33	Steel Items Restoration

ATTACHMENT A
SB-20120008
ST. LUCIE NORTH DRAINAGE BASIN IMPROVEMENTS

1. **STANDARD SPECIFICATIONS** - All work shall conform to the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" (2010 Edition), unless stated otherwise. Any reference in the FDOT Standard Specifications to the ENGINEER or Department shall mean the ENGINEER on this project. Specific references are made to certain portions of the FDOT Standard Specifications to facilitate the CONTRACTOR.

   Any reference to "FDOT Standard Indexes" shall mean the FDOT Design Standards (2010 Edition).

2. **SCOPE OF WORK** - Shall be as shown and described in the Contract Documents.

3. **MEASUREMENT AND BASIS OF PAYMENT**

   A. Progress Payments

      1. Measurement of quantities for progress payments shall be made by the CONTRACTOR. Such measurements are subject to the ENGINEER's review and correction.

      2. Measurements for progress payments shall be made on in-place quantities in accordance with the Contract Form General Requirements. Requests for partial payment for materials on order, in warehouse or yard, or stockpiled on the project site will be accepted or denied at the CITY's discretion.

      3. No item will be accepted for progress payment until all required testing has been successfully completed.

   B. Final Payment

      1. Final payment will not be made on any portion of the contract until the entire scope of work under this contract is complete.

4. **UTILITIES** - The CONTRACTOR shall be required to coordinate all work when necessary with the various utility companies in order that utility service may be maintained. The CONTRACTOR shall exercise due caution when working adjacent to such utilities. Any damage to the utilities resulting from the CONTRACTOR's operations shall be repaired at his expense. The ENGINEER has reflected on the plans those utilities he is aware of. The locations shown are approximate only. Any work involving conflict with utility companies shall be coordinated promptly without any delay to the project.

5. **BORROW & WASTE** - If available, sources of borrow for this project are identified in the Special Conditions. Any borrow needed for this project shall be provided by the CONTRACTOR at no additional expense to the CITY. Unless specified otherwise by the CITY, waste material shall be disposed of at an appropriate disposal facility.

6. **TESTING** - Testing shall be at the expense of the CITY, except that any test not meeting specification requirements shall be charged to the CONTRACTOR. An Independent Testing Laboratory shall be selected by the CITY to provide testing services as directed by the ENGINEER. The testing laboratory shall mail a copy of all test reports directly to the CONTRACTOR with a copy to the ENGINEER. The CONTRACTOR shall forward all sign and sealed test reports for materials and components to the ENGINEER. Test reports shall include the following data:

1.	Project Name and No.	7.	Date of Testing
2.	ENGINEER's Name	8.	Technician Testing
3.	CITY's Name	9.	Test Results
4.	CONTRACTOR's Name	10.	Specification Requirements
5.	Date of Sampling	11.	Whether or not test meets specification requirements
6.	Technician Sampling	12.	Signature of Supervising Professional ENGINEER

The CONTRACTOR shall notify the ENGINEER when he has portions of the work ready for testing. The CONTRACTOR shall be responsible for contracting and scheduling all testing through the CITY's selected testing facility.

The CONTRACTOR shall provide for testing of all work efforts in accordance with the appropriate FDOT Standards.

The CONTRACTOR shall be responsible for scheduling all testing required through the CITY's independent Geotechnical Engineer and Testing Laboratory. The CONTRACTOR shall give the ENGINEER (CEI) and the Geotechnical Engineer at least one (1) day's prior notice of readiness of the work for all required inspections, tests or approvals. Should standby time occur by the testing field technician, time in excess of one (1) hour waiting for scheduled work to be completed prior to performing any required test per working day will be charged directly to the CONTRACTOR, unless previously approved by CITY. Any test not meeting specification requirements shall be charged directly to the CONTRACTOR.

7. **SURVEY WORK, CONSTRUCTION LAYOUT, AND AS-BUILT DRAWINGS** - Construction layout for horizontal and vertical control shall be performed by the CONTRACTOR. Horizontal and vertical control points are shown on the Construction Plans. CONTRACTOR shall keep one record copy of all specifications, prints, drawings, addenda, modifications and shop drawings at the site in order, and annotated to show all changes made during the construction process. CONTRACTOR shall provide ENGINEER and CITY one (1) digital file in AutoCAD format of the As-Built drawings for the entire project as well as six sets of prints signed and sealed by a licensed surveyor and one set of mylars. The ENGINEER will provide a CADD drawing in AutoCAD as a basis for the record drawings. The As-Built drawings are to be delivered by the CONTRACTOR to the ENGINEER within thirty (30) days of Final Completion. This is critical for the certification

of the facilities to the CITY and various regulatory agencies. Final payment will not be made until As-Built drawings are received and approved by the CITY.

8. **WATER RESOURCES** - The CONTRACTOR shall not discharge without permit into the waters of lakes, rivers, canals, waterways and ditches, any fuels, oils, bitumen's, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The CONTRACTOR shall be responsible for investigating and complying with all applicable federal, state and local laws and regulations governing pollution of waters. All work under this contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas. If a violation is noted during construction, all construction shall cease until the condition is corrected, at no additional cost to the CITY.

   Turbidity: The CONTRACTOR shall exercise extreme care to minimize degradation of water quality at the site. All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 17-3, Florida Administrative Code. Adequate silt containment procedures and equipment shall be used to control turbidity within state standards.

   Water Quality Measurements: When required by any Governmental Agency, the CONTRACTOR shall make water quality/turbidity measurements and submit to Agency and ENGINEER, in addition to those required herein, assuring construction operations are in compliance with the Standards of 17-3, F.A.C. All water quality measurements shall conform to the test methods specified in Chapter 40, Part 136 of the Code of Federal Regulations.

   Disposal: If any waste material is dumped in unauthorized areas, the CONTRACTOR shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of as directed by the ENGINEER and replaced with suitable fill materials, compacted and finished with topsoil, all at the expense of the CONTRACTOR.

   Method of Measurement and Basis of Payment: All materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

9. **FISH AND WILDLIFE RESOURCES** - The CONTRACTOR shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. The CONTRACTOR shall not be permitted to alter water flows or otherwise significantly disturb native habitat adjacent to the project area which are critical to fish and wildlife except as may be indicated or specified.

   Method of Measurement and Basis of Payment: All materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the

CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

10. **EROSION AND SEDIMENT CONTROL MEASURES** - Earthwork brought to final grade shall immediately be finished as indicated and specified. All earthworks shall be planned and conducted in such a manner as to minimize the duration of exposure of unprotected soils. Protection to erosion shall be furnished by grassing exposed slopes and unprotected soils.

    Such methods as may be necessary shall be utilized on areas to effectively prevent erosion and control sedimentation.

    The CONTRACTOR shall employ adequate silt containment measures and/or procedures during construction activities to control turbidity within the limits required by local, state and/or federal law and/or permit requirements.

    Separate pay items for some Temporary Erosion control items are included in this Contract. The quantities to be paid under these items will be for the contract Unit Bid price for the specific item. When other items for temporary erosion control are needed, but no provision has been made for separate items in this Contact, all materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

    The CONTRACTOR shall, as "operator of the facility", obtain an NPDES permit through the Florida Department of Environmental Protection for the Project. The ENGINEER'S erosion control plan is an example of items that partially may be needed to prevent erosion. The CONTRACTOR is responsible to enhance these items as needed to comply with the NPDES and State Water Quality Guidelines. Any enhancements are considered incidental to the cost of Erosion / Sediment Control. The CONTRACTOR is responsible for any fees associated with the NPDES permitting process. The CONTRACTOR shall further; provide, install, maintain, monitor, and remove the required erosion and sediment control measures on and around the project site as needed to prevent pollution of water, detrimental effects to public or private property or damage to the work of the project. CONTRACTOR shall construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the plans, or as may be directed by the ENGINEER.. The CONTRACTOR shall use temporary erosion and water pollution control features that consist of, but are not limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, sediment checks, berms, baled hay or straw, floating turbidity barrier, temporary pipe plugs, staked turbidity barrier and silt fence.

    All required NPDES monitoring and inspection requirements shall be considered incidental to the cost of construction.

11. **ENVIRONMENTAL PROTECTION** - In order to prevent and to provide for abatement