

**PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST**

COUNCIL ITEM 13G 1
DATE 6/25/12

Meeting Date: June 25, 2012

Public Hearing Ordinance Resolution Motion

Legal Ad Dates 3/6/12 and 3/13/12 - Newspaper - Tribune and DemandStar - 3/6/12

Item: SB-20110125, Port St. Lucie Boulevard Landscape Beautification Project, LAP (Local Agency Program) Grant Funded.

Recommended Action:

Approval to enter into a contract with Arazoza Brothers Corporation for the Port St. Lucie Boulevard Landscape Beautification Grant Project - LAP (Local Agency Program) Funded, in the amount of \$ 911,514.24, based on prices submitted on their Bid Reply Sheet, plus a one-time Indemnification Fee of \$10.00. Approval of the contract document is also requested. Project is to be completed within two hundred (200) calendar days from start date.

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, and the submitted Bid Reply Sheet.
- Copies of LAP Agreement information previously approved by Council for Project #426384-1-58-01.
- Copies of EDOT Notice to Proceed for Construction.
- Copies of miscellaneous broadcast and verification information.

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

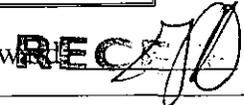
Summary Explanation/Background Information: This project consists of the installation and replacement of landscaping, installation of irrigation facilities and hardscape improvements on Port St. Lucie Blvd. from Bayshore Blvd. to Petunia Ave. The bid was advertised on March 6, 2012 to 1,367 suppliers and there were 36 plan holders with 5 firms submitting bids. This project is funded by a Florida Department of Transportation Local Agency Program Grant and therefore requires award to be to the lowest, responsive and responsible bidder.

Purchase is is not a replacement Purchase was budgeted was not budgeted.

Expenditure: \$ 911,514.24 plus a one-time indemnification fee of \$10.00 plus bridge repairs for a total of \$911,524.24

Department requests expenditure from the following:

Fund	.304	Road & Bridge CIP
Cost Center	4127	Greenbelt
Object Code	5363000	Other than buildings
Project	Y1218	PSL Blvd Landscape

Director of OMB concurs with award:  City Manager concurs with award:  **RECEIVED**

Department requests 0 minutes to make a presentation.

JUN 19 2012

Submitted by: Patricia Roebling, P.E., City Engineer Date Submitted: 6/19/12 City Managers [Signature]



"A City for All Ages"

CITY OF PORT ST. LUCIE

Public Works Department

Accredited Agency – American Public Works Association

MEMORANDUM

To: Cheryl Shanaberger – Deputy Director of OMB

Thru: James Angstadt, P.E., Acting Assistant City Engineer *JEA*

From: John Dunton, Manager Environmental Services *JU*

Date: June 19, 2012

Re: Port St. Lucie Boulevard Landscape Beautification Grant Project, BID #20110125
Arazoza Brothers
Recommendation of Award

As you are aware, on April 12, 2012, the City received quotes from five (5) contractors for the Port St. Lucie Boulevard Landscaping Beautification Grant Project. This project consists of the installation and replacement of landscaping, installation of irrigation facilities and hardscape improvements on Port St. Lucie Boulevard from Bayshore Boulevard to Petunia Avenue. After reviewing the quotes, the Engineering Department recommends that the project be awarded to the lowest responsive bidder, Arazoza Brothers for a total contract cost of \$911,514.24 and a construction duration of 200 days. This project is 100% federally funded thru a Florida Department of Transportation (FDOT) Local Agency Program (LAP) agreement. The total funding for this project is \$997,788.00 which will enable The City to negotiate with the surplus of financing to support a portion of the CEI oversight necessary to complete the project in a safe and timely manner.

We hereby request that this item be scheduled for presentation at the next available City Council meeting for their consideration. We would appreciate your providing the bid analysis of all bidding contractors as an attachment. This contract is funded by G/L Account No. 304 4127 563000 Y1218. If you have any questions or require additional information, please do not hesitate to contact me.

/jea

c: Jesus Merejo – Director Utility Systems
Dave Pollard, Director of OMB
Patricia Roebeling, P.E., City Engineer
Sue Walsh – Manager Operations

s:\projects\psl blvd landscaping from bayshore blvd to petunia ave\correspondence\12-06-19 omb psl ls-ir arazoza award.doc



RECEIVED
FEB 13 2012
ENGINEERING

Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

ANANTH PRASAD, P.E.
SECRETARY

February 8, 2012

Ms. Patricia Roebing
City Engineer
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

SUBJECT: NOTICE TO PROCEED FOR CONSTRUCTION

FM No.:	425258-1-58-01	CFDA #20.205
County:	St. Lucie County	
Contract No.:	AQK-52	
Description:	SR-716/Port St. Lucie from Bayshore Blvd. to Petunia Ave.	
Agency:	City of Port St. Lucie	

Dear Ms Roebing:

City of Port St. Lucie is hereby notified of this Notice to Proceed for Construction for the subject project. The total amount of federal funds authorized is \$997,788.00.

Please remember that the City must receive bid concurrence from the Department prior to awarding to the lowest responsible bidder/contractor.

Please note this project must be Advertised and Awarded to a contractor within three months of this Notice to Proceed. Please provide a notice of the preconstruction meeting to Mr. Pat McCann, FDOT District 4 Construction office, 3400 West Commercial Boulevard, Ft. Lauderdale, FL 33309-3421

In order to be eligible for reimbursement by the Department/FHWA, the Agency must comply with all applicable procedures, standards, and directives as described in the Department's Local Agency Program Manual.

For reimbursement from the Department, please provide 4 original invoices with back up material including copies of cancelled checks issued by the Agency to the consultant/contractor. Progressive invoicing is REQUIRED; it is the agency's responsibility to ensure the contractor is invoicing, and the Agency, in turn, are regularly invoicing the Department. This project was authorized by the Federal Highway Administration in January 2012. Should billing not occur by

December 2012, FHWA will consider the project inactive and will move toward de-obligating the funding

Please be advised that this contract will expire on **December 31, 2013**, and any costs incurred after the contract expiration date are not eligible for reimbursement. If you anticipate that the project will not be completed prior to the expiration date, a request for a time extension will need to be submitted to the Department for consideration. This request is needed a minimum of 90 days prior to the expiration date.

Please provide the Department a copy of the Agency Audit Report each year during the life of the project. Send this report to Ms. Karen Maxon, Work Program Office, at the same address as shown above.

After the project is completed please provide a signed original copy of the Final Inspection and Acceptance of Federal-Aid Project, Form 700-010-32 and Material Certification Letter as shown in the LAP Manual Chapter 23. Send this to Mr. Jeffrey LeClaire, FDOT District 4 (Treasure Coast Operations Office), 3601 Orleander Ave. Ft. Pierce, FL 34982.

Thank you for your continuing support of the Local Agency Program.

Should you have any questions, please call your LAP Coordinator Uyen Dang (954) 777-4522 or email at uyen.dang@dot.state.fl.us.

Sincerely,



Ellen Daniel, PE, CPM
Local Program Engineer
Florida Department of Transportation
District Four

Cc: Pat McCann
Elizabeth Jett
Jo Simpson
File

McLean, Kadian

From: The job:FI989HLR
Sent: Tuesday, January 31, 2012 2:41 PM
To: McLean, Kadian
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AQK52

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AQK52 Contract Type: AK. Method of Procurement: G
Vendor Name: CITY OF PORT ST
Vendor ID: VF596141662001
Beginning date of this Agmt: 01/31/12
Ending date of this Agmt: 12/31/13
Contract Total/Budgetary Ceiling: ct = \$997,788.00

Description:
SR-716/Port St. Lucie from Bayshore Blvd to Petunia Ave.

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: ORIGINAL Funds have been: APPROVED

55 043010404 *OM *790092 * 997788.00 *42525815801 *215 *20.205
2012 *55150200 *088717/12
0001 *00 * *0001/04

TOTAL AMOUNT: *\$ 997,788.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 01/31/2012

Please provide us your feedback on the Contract Funds Management System.
A survey is available at the following link:
<http://cosharepoint.dot.state.fl.us/sites/OOC/FMO/CFM/default.aspx>
under the Surveys tab.

Thank you in advance for your time!

RESOLUTION 12-R17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE CITY MANAGER AND HIS STAFF TO ENTER INTO AND EXECUTE A LOCAL AGENCY PROGRAM AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING THE INSTALLATION AND MAINTENANCE OF CERTAIN IMPROVEMENTS WITHIN AND ALONG THE STATE'S RIGHT OF WAY ON STATE ROAD 716 (PORT ST. LUCIE BOULEVARD) BETWEEN BAYSHORE BOULEVARD AND PETUNIA AVENUE; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Port St. Lucie has requested funding assistance from the State of Florida Department of Transportation ("FDOT") for the construction, installation and maintenance of certain improvements, such as landscaping, irrigation and stamped concrete (hereinafter referred to as the "Project"); within and along the State Road 716 (also known as Port St. Lucie Boulevard) between Bayshore Boulevard and Petunia Avenue; and

WHEREAS, the total cost of the Project will be approximately \$1,097,788.00 and the total amount of State and Federal funds that are being made available to the City for the Project is \$997,788.00; and

WHEREAS, the terms and conditions upon which the funding assistance will be provided and the understandings as to the manner in which the City will undertake and complete the Project are formalized in the attached Local Agency Program ("LAP") Agreement; and

WHEREAS, the City desires pursue the Project, which shall be completed on or before December 31, 2013, and accept the funding assistance and enter into the LAP Agreement with FDOT.

RESOLUTION 12-R17

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, THAT:

1. This City Council adopts and ratifies those matters set forth in the foregoing recitals.

2. The City Manager, or his designee, are hereby authorized to enter into, execute and deliver to FDOT the LAP Agreement, in substantially the same form that is attached hereto and incorporated herein as Exhibit "A," and such other documents necessary to implement the terms of said Agreement.

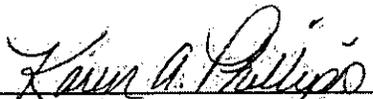
3. The City Manager and City Engineer, and their designees, are hereby authorized to take all actions necessary to implement the terms and conditions of the LAP Agreement and accomplish the purposes set forth therein.

BE IT FURTHER RESOLVED that this Resolution becomes effective immediately upon its adoption.

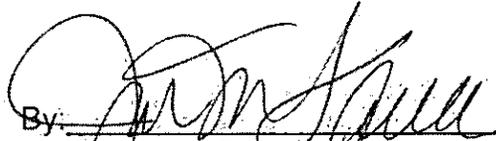
PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 23rd day of January, 2012.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE



Karen A. Phillips, City Clerk

By: 

JoAnn M. Faella, Mayor

APPROVED AS TO FORM:

By: 

Roger G. Orr, City Attorney



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: <u>425258-1-58-01</u>	Fund: <u>SE</u>	FLAIR Approp: <u>VF596141662010</u>
Federal No: <u>7777-193-A</u>	Org Code: <u>55043010404</u>	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>94</u>	Contract No: <u>AK92</u>	Vendor No: _____

Data Universal Number System (DUNS) No: 80-939-7102
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this 0 day of FEBRUARY, 2012 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and CITY OF PORT SAINT LUCIE hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in SR-716/Port St. Lucie from Bayshore Blvd. to Petunia Ave. and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) 1, A, B, L, & X are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2013. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 1,097,788.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the project out to bid thirty (30) days from the date the Department issues the NTP to advertise the project. If the Locals are not able to meet the schedule advertisement, the District LAP Administrator should be notified as soon as possible.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost, (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing, citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320.(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Karen Maxon, Budget & Work Program Coordinator
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320.(d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

Jeffersonville, IN 47132

c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Karen Maxon, Budget & Work Program Coordinator
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Karen Maxon, Budget & Work Program Coordinator
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

a) The Department at each of the following address(es):

Karen Maxon, Budget & Work Program Coordinator
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

a) The Department at each of the following address(es):

Karen Maxon, Budget & Work Program Coordinator
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a 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 a 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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 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.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one in the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal 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.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award 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.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and/or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

13.16 E- VERIFY

The Agency:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written:

AGENCY City of Port St. Lucie

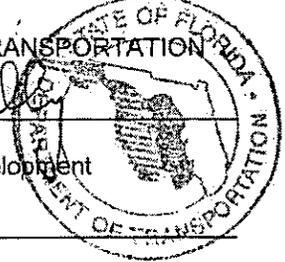
By: *Jerry A. Bentrott*
Name: Jerry A. Bentrott
Title: City Manager

Attest: *Frank A. Phillips*
Title: City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: *Gerry O'Reilly*
Name: Gerry O'Reilly, P.E.
Title: Director of Transportation Development

Attest: *Stanna Linton*
Title: Admin. Assis.



Legal Review: *[Signature]*
Office of the General Counsel

See attached Encumbrance Form for date of funding approval by Comptroller.

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: \$997,788.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally-assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 425258-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Port St. Lucie

Dated _____

PROJECT LOCATION: SR-716/Port St. Lucie from Bayshore Blvd. to Petunia Ave.

The project is X is not on the National Highway System.

The project X is is not on the State Highway System.

PROJECT DESCRIPTION:
Landscaping

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) N/A Study to be completed by N/A .
- b) Design to be completed by N/A .
- c) Right-of-Way requirements identified and provided to the Department by N/A .
- d) Right-of-Way to be certified by N/A .
- e) Construction contract to be let by 06/30/2012 .
- f) Construction to be completed by 12/30/2013 .

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

This project is for reimbursement of **Construction Only** in the year 2011/2012 in the amount of \$997,788.00. Upon execution of this agreement by all parties the Department will provide the Agency **ONE EXECUTED AGREEMENT** and a **NOTICE TO PROCEED**. The Agency should not start any construction prior to the **EXECUTED AGREEMENT** and a **NOTICE TO PROCEED**. The Agency will only be reimbursed for costs incurred after the executed agreement date and prior to the agreement or time extension (if required by a request for a time extension from the Agency) date.

Upon completion of the Project, the Agency is required to notify the Department of the date of the completion and final invoicing. The Department may require an onsite inspection with the Agency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS City of Port St. Lucie 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984	FPN: 425258-1-58-01
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PROJECT DESCRIPTION

Name: SR-716/Port St. Lucie Length: 2.588 miles
 Termini: Bayshore Blvd. to Petunia Ave.

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning 2008-2009 2009-2010 2010-2011 Total Planning Cost			
Project Development & Environment (PD&E) 2008-2009 2009-2010 2010-2011 Total PD&E Cost			
Design 2008-2009 2009-2010 2010-2011 Total Design Cost			
Right-of-Way 2008-2009 2009-2010 2010-2011 Total Right-of-Way Cost			
Construction 2008-2009 2009-2010 2011-2012 (LF) 2011-2012 (SE) Total Construction Cost	\$100,000.00 \$997,788.00 \$1,097,788.00	\$100,000.00 \$100,000.00	 \$997,788.00 \$997,788.00
Construction Engineering and Inspection (CEI) 2008-2009 2009-2010 2010-2011 Total CEI Cost			
Total Construction and CEI Costs	\$1,097,788.00	\$100,000.00	\$997,788.00
TOTAL COST OF THE PROJECT	\$1,097,788.00	\$100,000.00	\$997,788.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "L"

LANDSCAPE MAINTENANCE AGREEMENT (LMA)

Paragraph 13.13 is expanded by the following:

The Department and the Agency agree as follows:

1. Until such time as the project is removed from the project highway pursuant to paragraphs 3 and 5 of this LMA, the Agency shall, at all times, maintain the project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:

- a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
- b) Properly mulch plant beds;
- c) Keep the premises free of weeds;
- d) Mow and/or cut the grass to the proper length;
- e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
- f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

The Agency agrees to repair, remove or replace at its own expense all or part of the project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this LMA. In the event any part or parts of the project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a), may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties hereto that any portion of or the entire project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the project at its own cost. The Agency will own that part of the project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the project, and the Department then may remove, relocate or adjust the project as it deems best, with the Agency being responsible for the cost incurred for the removal of the project.

4. This LMA may be terminated under any one of the following conditions:

- a) By the Department, if the Agency fails to perform its duties under this LMA following 15 days' written notice; or

EXHIBIT "L" (continued)

LANDSCAPE MAINTENANCE AGREEMENT (LMA)

b) By either party following 60-calendar days' written notice.

5. In the event this LMA is terminated in accordance with paragraph 4 hereof, the Agency shall have 60 days after the date upon which this LMA is effectively terminated to remove all or part of the remaining project at its own cost and expense. The Agency will own that part of the project it removed. After the 60-day removal period, the Department then may take any action with the project highway or all or part of the project it deems best, with the Agency being responsible for any removal costs incurred.

6. This LMA embodies the entire agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

7. This LMA may not be assigned or transferred by the Agency, in whole or in part, without consent of the Department.

8. This LMA shall be governed by and construed in accordance with the laws of the State of Florida.

9. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. mail, postage prepaid, registered or certified with return receipt requested:

a) If to the Department, addressed to:

Ellen Daniel, PE
3400 W. Commercial Blvd
Fort Lauderdale, FL 33309

or at such other address as the Department may from time to time designate by written notice to the Agency; and

b) If to the Agency, addressed to:

Patricia Roebling, PE
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

or at such other address as the Agency may from time to time designate by written notice to the Department.

10. This LMA, if attached as an exhibit to the Agreement, forms an integral part of the Agreement between the parties dated _____.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests, and other instruments.

EXHIBIT "X"

PROJECT ESTIMATE AND DISBURSEMENT SCHEDULE

FPN: 425258-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation (Department) and
City of Port St. Lucie

Dated _____

SPECIAL CONSIDERATIONS BY AGENCY:

The following paragraph replaces Section 4.00 Project Estimate and Disbursement Schedule of the Local Agency Program Agreement executed between the Department and
City of Port St. Lucie

Dated _____

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a LAP Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project or any American Recovery and Reinvestment Act (ARRA) project may be reduced upon determination of the award amount and execution of a LAP Supplemental Agreement. If a LAP Supplemental Agreement is executed, a copy of the LAP Supplemental should be forwarded to the Department's Federal-Aid Management Office.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FEDERAL-AID PROJECT FUNDING REQUEST

625-010-30
 CONSTRUCTION
 08/00
 Page 1 of 2

DATE _____

AGENCY City of Port St. Lucie

FEDERAL-AID PROJECT NUMBER 7777-183-A

FIN NUMBER 425258-1-58-01 STATE JOB NUMBER _____ TIP PAGE NUMBER _____

PROJECT TITLE: SR-716/Port St. Lucie

PROJECT TERMINI FROM: Bayshore Blvd. to Petunia Ave.

WORK PHASE: PLANNING ENVIRONMENTAL DESIGN CONSTRUCTION RIGHT OF WAY

AWARD TYPE: LOCAL LOCAL FORCES

ENVIRONMENTAL DOCUMENT: Mark the type of environmental document prepared, indicate the approval date, and the most recent reevaluation date.

EIS approved on: N/A, and reevaluated on: _____

EA /FONSI approved on: N/A, and reevaluated on: _____

Categorical Exclusion:

Programmatic Categorical Exclusion determination on: N/A

Type I Categorical Exclusion determination on: 12/30/2011

Type II Categorical Exclusion determination on: N/A

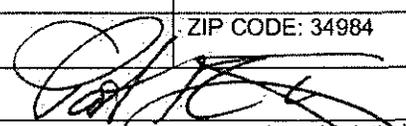
Categorical Exclusion Reevaluation on: N/A

PHASE	TOTAL ESTIMATED COST (nearest Dollar)	LOCAL AGENCY FUNDS (nearest Dollar)	STATE FUNDING (nearest Dollar)	FEDERAL FUNDS (nearest Dollar)	PERCENT FEDERAL FUNDS	OBLIGATION DATE Month / Year
PLANNING						
PD&E						
DESIGN						
R/W						
CONST.	\$1,097,788.00	\$100,000.00	\$0.00	\$997,788.00	90.89%	
TOTAL	\$1,097,788.00	\$100,000.00	\$0.00	\$997,788.00	90.89%	

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition)
 Roadway Width: n/a Number of Lanes _____
 Bridge Number(s) on Project _____

DESCRIPTION OF PROPOSED WORK New Construction 3-R Enhancement Congestion Mitigation
 Sidewalk Construction _____ Roadway Width n/a Number of Lanes n/a
 Bridge Numbers(s) on Project: N/A

Landscaping _____

LOCAL AGENCY CONTACT PERSON Patricia Roebing, PE	TITLE: Project Manager
MAILING ADDRESS: 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984	PHONE: (772) 871-5177
AGENCY: City of Port St. Lucie	ZIP CODE: 34984
LOCATION AND DESIGN APPROVAL: BY:  TITLE: <u>City Engineer</u>	DATE: <u>1/31/12</u>

AGENCY: City of Port St. Lucie	PROJECT TITLE: SR-716/Port St. Lucie	DATE:
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ENVIRONMENTAL COMMITMENTS AND CONSIDERATIONS:

An Environmental determination has been completed for this Project.

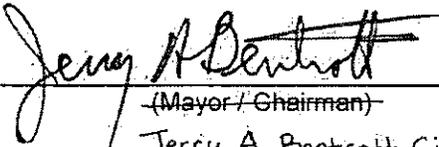
RIGHT OF WAY AND RELOCATION:

There is no right of way acquisition associated with this Project.

THIS PROJECT HAS BEEN REVIEWED BY THE LEGISLATIVE BODY OF THE ADMINISTRATION AGENCY OR AGENCIES, OR ITS DESIGNEE, AND IS NOT INCONSISTANT WITH THE AGENCY'S COMPREHENSIVE PLAN FOR COMMUNITY DEVELOPMENT.

AGENCY: City of Port St. Lucie

DATE: 1/25/12

By: 
(Mayor / Chairman)
Jerry A. Bentrutt, City Manager

**CITY OF PORT SAINT LUCIE
CONTRACT #20110125**

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and ARAZOZA BROTHERS CORPORATION, a Florida Corporation, 15901 SW 242 Street, PO Box 924890, Homestead, Florida 33031, Telephone No. (305) 246-3223; Fax No. (305) 246-0481, hereinafter called "Contractor", party of the second part.

RECITALS

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

NOTIFICATIONS

Contractor:	Arazoa Brothers Corporation 15901 SW 242 Street Homestead, FL 33031 Telephone 305 246 3223 Fax 305 246 0481 E Mail
As used herein City Project Manager shall mean:	John Dunton, or his designee. City's Engineering Department 121 SW Port St. Lucie Blvd. Port. St. Lucie, FL 34984 Telephone (772) 344 4035 Fax 772 871 7397 E-mail jdunton@cityofpsl.com
As used herein the Landscape Architect of Record shall mean:	Robert J. Colteur of Cotleur Hearing (561)747-6336
As used herein the Irrigation Consultant of Record shall mean:	Masuen Consulting, LLC (866) 928-1533
As used herein the Contract Administrator shall mean:	Cheryl Shanaberger Deputy Director of OMB 121 SW Port St. Lucie Blvd. Port. St. Lucie, FL 34984 Telephone (772) 871-5223 Fax 772 871 7337 E-mail cheryls@cityofpsl.com

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

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20110125-BM, **Port St. Lucie Boulevard Landscape Beautification Grant Project, LAP (Local Agency Program) Project**, including Landscape Construction Plans, Sheets LD-1 through LD-28 and Landscape Irrigation Plans, Sheets IR-1 through IR-29, any Plan revisions; Federal Required Contract Provisions; FDOT Specifications, LAP Specifications and Technical Specifications and all other restrictions and requirements, as referred to therein.

**SECTION II
TIME OF PERFORMANCE**

The Contract Period start date will _____ and will terminate two hundred (200) calendar days thereafter on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Contract Supervisor for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit price basis at nine-hundred eleven thousand five-hundred twenty four dollars and twenty four cents (\$ 911,524.24), which includes the one time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

Item No.	Description	Unit	Qty	Unit Price	Line Item Price
1	MOBILIZATION: Includes labor, materials, equipment, preparation and preconstruction meeting with City representative or Landscape Architect prior to beginning construction activities.	LS	1	\$42,000.00	\$ 42,000.00
2	MAINTENANCE OF TRAFFIC: See below for Description of Bid Item.	LS	1	\$50,000.00	\$ 50,000.00
3	CLEARING & GRUBBING: Includes the removal of sod, shrubs, trees and palm trees from existing medians as described in the plans and Landscape General Notes and Specifications.	LS	1	\$ 5,000.00	\$ 5,000.00
4	STAMPED CONCRETE: Includes labor, materials, equipment, excavation, preparation, forming, compaction, concrete, sub-base installation, stamping and color as described in the Landscape Plans.	SY	2,421	\$ 57.00	\$137,997.00
5	BAHIA SOD: Includes labor, materials, equipment, delivery, preparation, excavation, installation, fertilizer, water and sod as described in the Landscape Plans.	SY	1,300	\$ 2.52	\$ 3,276.00
6	LANDSCAPE MAINTENANCE: See below for Description of Bid Item. Includes removal of staking after warranty	LS	1	\$24,000.00	\$ 24,000.00

7	AG – Arachis glabrata ‘Eco Turf’ – Rhizoma (perennial) Peanut: #1 GAL, 10” x 10”, 18” OC	EA	510	\$ 4.00	\$ 2,040.00
8	DT – Dianella tasmanica, Blueberry Flax Lily: #3 GAL, 1’x1.5’, 2’ OC	EA	720	\$ 7.00	\$ 5,040.00
9	EU – Euphorbia milii ‘Rosy’ (Pink), Dwarf Crown of Thorns: #1 GAL, 8”x 10”, 1.5’ OC	EA	1,710	\$ 3.50	\$ 5,985.00
10	FG – Ficus macrophylla ‘Green Island’, Green Island Ficus: #3 GAL, 1.5’x 1.5’, 2’ OC	EA	2,485	\$ 7.00	\$ 17,395.00
11	IV – Ilex vomitoria ‘Stokes Dwarf’, Dwarf Yaupon Holly: #3 GAL, 1’x 1.25’, 2’ OC	EA	555	\$ 7.50	\$ 4,162.50
12	JP – Juniperus parsonii, Parsons Juniper: #3 GAL, 1’x 1.5’, 2’ OC	EA	990	\$ 7.50	\$ 7,425.00
13	MUH – Muhlenbergia capillaris, Muhly Grass: #1 GAL, 1.5’x 1.5’, 2’ OC	EA	500	\$ 3.00	\$ 1,500.00
14	Duranta Gold Mound #3	EA	770	\$ 7.00	\$ 5,390.00
15	TFD – Tripsacum dactyloides, Fakahatchee Grass: #3 GAL, 2’x 2’, 2.5’ OC	EA	140	\$ 6.50	\$ 910.00
16	CH – Chamaerops humilis, European Fan Palm: 6’-7’ OA, Multi, Min. 2’ CT	EA	24	\$ 400.00	\$ 9,600.00
17	JAT – Jatropha, Jatropha: 6’ OA x 4’ Spread, Multi, Limb up 2’	EA	27	\$ 70.00	\$ 1,890.00
18	LJ – Ligustrum japonicum, Ligustrum Tree Form: 8’ OA x 7’ Spread, 3’ CT, Multi	EA	38	\$ 275.00	\$ 10,450.00
19	PEA – Ptychosperma elegans, Solitaire Palm: Min 10’ CT, Single, Max 4” Cal., Matched	EA	42	\$ 325.00	\$ 13,650.00
20	PHM – Phoenix dactylifera ‘Medjool’, Medjool Date Palm: 10’ GW, 13’ CT, Max 18” Cal.	EA	64	\$ 4,376.56	\$280,099.84
21	QV – Quercus virginiana, Live Oak: 20’x 10’, 6” Cal., Full, 6’ CT	EA	12	\$ 700.00	\$ 8,400.00
22	SP – Sabal palmetto, Sabal Palm: 10’-12’ CT, Matched, Slick	EA	39	\$ 185.00	\$ 7,215.00
23	VM – Veitchia montgomeryana, Montgomery Palm: 10’-16’ CT, Staggered (See Plan)	EA	38	\$ 400.00	\$ 15,200.00

SUB-TOTAL OF LANDSCAPE PROJECT BID ITEMS (Items #1-#23) \$ **658,625.34**

Description Bid Item No. 2: Includes all labor, materials, equipment and incidentals for all required Maintenance of Traffic (M.O.T) during construction and up to partial acceptance. All work shall be completed in accordance with FDOT Index 600, 611 & 613 and the M.O.T. sheets included with the contract documents. M.O.T. provided during the warranty period shall be included in Bid Item No. 6

Description Bid Item No. 6: Includes all labor, materials, equipment and incidentals to provide landscape and irrigation maintenance, including M.O.T. activities, for one year in accordance with the contract documents. This Bid Item will be bid as a lump sum item paid monthly in 12 equal payments. Includes removal by the contractor of guying and staking after one year warranty.

Description Bid Items No. 7-23: Includes all labor, materials, equipment and incidentals for the complete installation of plant in accordance with specifications and FDOT Index #544 including, but not limited to: excavation, plant, delivery and handling, finish soil layer, special bed preparation, staking, mulch, pre-emergent herbicide, fertilizer, hand watering, guaranty and maintenance during construction. This work shall be in accordance with Section 580 of the FDOT Standard Specifications up to partial acceptance and the start of the 1 year maintenance period, as specified. All maintenance work during the 1 year warranty period will be included in Bid Item No. #6.

MISCELLANEOUS ITEMS

Item No.	Description	Unit	Qty	Unit Price	Line Item Price
24	TREE AND PALM RELOCATION: Refer to the Tree Status Charts, Landscape General Notes and Specifications for information about relocating 70 tree and palms. This Bid Item No. shall include labor, equipment, materials, excavation and digging, balling and burlaping, transporting to specified location. The Contractor will not be responsible for replanting the trees to be relocated. There will not be any warranty or watering involved after they have been relocated to specified holding location.	LS	1	\$13,000.00	\$ 13,000.00
25	SOIL REMOVAL Refer to the Landscape General Notes and Landscape Specifications for soil removal information. 3,499 cubic yards are provided as an estimated quantity only. Contractor to verify actual quantities. No existing soil is to be removed from within the drip line area of existing trees to remain. This Bid Item No. includes labor, equipment, delivery, loading, trucking, and removal of existing soil.	LS	1	\$31,491.00	\$ 31,491.00

26	SOIL REPLACEMENT: Refer to the Landscape General Notes and Landscape Specifications for soil replacement information. 2,626 cubic yards are provided as an estimated quantity only. Contractor to verify actual quantities. No proposed soil is to be placed within the drip line area of existing trees to remain. This Bid Item No. includes labor, equipment, delivery, loading, trucking, grading and placement of proposed soil.	LS	1	\$21,008.00	\$ 21,008.00
27	TEMPORARY WATERING FOR ESTABLISHMENT OF PLANTS: during the 1 year warranty period	LS	1	\$ 3,000.00	\$ 3,000.00
28	Demobilization, Insurance, Bond, Licensing, video taping and Other Miscellaneous Administrative Costs	LS	1	\$ 7,500.00	\$ 7,500.00
SUB-TOTAL OF MISCELLANEOUS PROJECT BID ITEMS (Items #24-28)				\$	75,999.00

IRRIGATION ITEMS

Item No.	Description	Unit	Qty	Unit Price	Line Item Price
29	IRRIGATION SYSTEM: Includes all labor, materials, equipment and incidentals for the installation of one new automatic irrigation system. Including the cost of all system components and installation including, but not limited to: installation of water meter, flow meter, pressure vacuum breaker, master valve, remote control valves, gate valves, electrical and telephone service, valve boxes, soil moisture sensor assembly, irrigation heads, nozzles, fittings, PVC sleeves, conduits, communication/control wires, directional drilling, H.D.P.E. pipe, lateral and main line pipes, controller, cluster control unit, rain can, backfilling, debris removal, system testing and system hookup to City water coordinating with the City Utilities Dept. All maintenance work during the 1 year warranty period will be included in Bid Item #6. Also includes the cost of all required permits needed to perform this work. The contractor will <u>not</u> be responsible for the cost of impact fees related to the water meter or for the cost of (normal usage) of water utilized with the system. Hookup fees and permit fees to be included in bid.	LS	1	\$176,889.90	\$176,889.90
SUB-TOTAL OF IRRIGATION PROJECT BID ITEMS (Item #29)				\$	176,889.90
TOTAL COST AMOUNTS>>>>				\$	911,514.24
Plus Indemnification Fee>>>>				\$	10.00
TOTAL CONTRACT AMOUNT>>>>				\$	911,524.24

ALTERNATE ITEMS FOR PRICING

1	HDPE to PVC transition fittings and reductions from 6"-3" (mainline) at one bore location*	(PER LF)		\$ 46.00	
2	HDPE to PVC transition fittings and reductions from 2"-1" (lateral pipe) at one bore location	(PER LF)		\$ 31.05	
3	HDPE DR11 3608-IPS directional bore: 6" (per foot cost)	(PER LF)		\$ 46.00	
4	HDPE DR11 3608-IPS directional bore: 2" (per foot cost)	(PER LF)		\$ 31.05	

All repairs and resurfacing work performed in this total project shall be in compliance with the LAP specifications. All work must comply with the ADA and the FDOT Specifications.

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 within 30 days after the receipt of the Pay Request. Retainage will be held as per Florida Statute Section 218.735 8(a)-(b) of ten percent (10%) on each invoice submitted until the City has expended 50% of the total cost of the construction. After 50-percent completion of the construction services a 5% Retainage will be withheld from each subsequent progress payment made to the Contractor. The Contract #20110125

Contractor may, after 50% completion of the construction services purchased as per this Contract, request payment for up to one-half of the held Retainage. 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 within 30 days after final completion of work and the City's acceptance of project. Partial Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

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

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

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

Such compensation includes all expenses incurred by the Contractor for all loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work.

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

This Bid requires Compliance with FDOT requirements. The Florida Department of Transportation (FDOT) will withhold progress payments from the Contractor for failure to comply with the requirements.

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 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 Contractor and all persons employed or utilized by the Contractor in the performance of the Contract. As consideration for this indemnity provision the Contractor shall be paid the sum of \$10.00 (ten dollars), before execution of this contract.

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 Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes.

Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event the 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.

Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements, Pollution/Hazardous Material Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Except as to Workers' Compensation and Employers' Liability, said Certificate shall clearly state that coverage required by the contract has been endorsed to include FDOT and 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, to its Commercial General Liability 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 shall include Contract #20110125 Port St. Lucie Boulevard Landscape Beautification Grant Project, LAP Project, City of Port St. Lucie and the Florida Department of Transportation"**. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. 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 agreement to exceed the above limits, the Selected 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.

The Contractor is required to list the Florida Department of Transportation (FDOT) as an additional insured on all required insurance certificate. The Contractor is responsible for coordinating the required language with FDOT.

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 an 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.

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

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

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. 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 Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award.

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

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

**SECTION VII
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by the City Manager or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, and so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence before starting the work involved in the change.

**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.

Wage Rate Provision

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL120239 01/06/2012 FL239** as modified up through ten days prior to the opening of bids. Obtain the applicable General Decision(s) (Wage Tables) through the FDOT's website and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project.

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

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

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

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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(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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.

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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

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

SECTION XII INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required 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 Project Manager 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 Project Manager.

Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Contract Supervisor, at any time, shall not relieve Contractor of his 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.

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

SECTION XIV LICENSING

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

SECTION XV SAFETY PRECAUTIONS

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

SECTION XVI ASSIGNMENT

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

SECTION XVII TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by 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 by it in its completion of the work and/or materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and 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 Forty-Eight dollars and 00/100 dollars (\$1,148.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the 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 official notice of scheduled delivery or scheduled work 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 vendor/Contractor thirty (30) days notice in writing. Upon delivery of said notice the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

SECTION XVIII LAW AND VENUE

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

SECTION XIX REIMBURSEMENT FOR INSPECTION

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

SECTION XX OWNER-FURNISHED PRODUCTS

The City may not pre-purchase material on behalf of the Contractor for use on this project. Local agency tax savings programs are not allowed for this federal project. The Contractor is responsible for purchasing any needed materials for this project.

SECTION XXI FIELD CHANGES

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

**SECTION XXII
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 XXIII
RENEWAL OPTION**

"Not Applicable"

**SECTION XXV
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 **Arazoza Brothers Corporation**

Print Representative's 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)

BID OPENING ATTENDANCE
 SEALED BID-2011010125
 Landscape Beautification Grant Project
 March 14, 2012 @ 10 A.M.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	ROB COLLEUR	COLLEUR & HEATING INT.	Robt@colleur-heating.com	T 561-747-6336 F 561-747-1377
2.	David Roskops	Natures Keepers Inc.	David@Natures-keepers.com	T 772 467 1230 F 772 467 8923
3.	Chad Brossman	Treasure Coast Incidents	Chad@treasurecoastincidents.com	T 772-263-1062 F 772-546-4598
4.	STEWART FEKETA	Natures Keepers Inc	stewart@Natures-keepers.com	T 772 2018 216 F 772 242 1419
5.	Andrew Brown	MR B LAWN SERVICE	M.steb@brown.com	T 772 242 1420 F
6.	JOE QUINN	ARAZOZA BRAS	JQUINN@ARAZOZA-BROTHERS.COM	T 561 228-5915 F 561 640-3828
7.	BOB HENNIS	FLORIDA EXOTIC	BHENNIS@FLORIDAEXOTIC-LANDSCAPING.COM	T 772-260-1126 F 772-296-1417

John Dunton City of PSC John Dunton@cityofpsl.com 772 344-4035
 Karen Baggott City of PSL Kbaggett@cityofpsl.com 772 871-5223
 Cheryl Steneberger City of PSL Cheryl@cityofpsl.com 772-871-7390

Pre-Bid Conference Minutes
#20110125 – PSL Blvd Landscape Beautification Project
March 14, 2012

We are here for the Pre-Bid Conference concerning Bid #20110125; PSL Blvd Landscape Beautification project. This meeting is being recorded for recordkeeping purposes. The minutes will be broadcast on Onvia's DemandStar as an Addendum to this Bid Document. There is a Sign-In Sheet.

Key personnel Introduced – Barb Moquin, Contract Specialist for OMB (not present), Cheryl Shanaberger, Deputy Director conducting meeting in Barb's absence; Karen Baggett, Secretary for OMB; John Dutton, Engineering Department, Stormwater Division Manager and Rob Cotleur of Cotleur Hearing, the landscape architects of record.

Cheryl: Bid opening date is April 12, 2012, at 3:00 pm in the Office of Management & Budget. No bid will be accepted after that date and time and any bid received late will be returned to the submitter unopened. This is not an E-bid, but is a manual, paper bid.

Cheryl reviewed the critical reporting on the Duns System. If you have not done that before, I suggest that you do your homework and make sure that you have the capacity to do that. It also needs to be included in as an expense in this bid as to what it will cost you to set this up and follow the procedures. Page 3 gives a website as to what and when information is required. This bid is a LAP Grant, therefore FDOT standard specifications are required.

Cheryl reviewed all of the bid requirements and forms included in the bid package at length, including the insurance and contract requirements and payment options, stating that the project is estimated to take 8 months.

Q – If contractor comes in with a quicker timeframe, how are we going to calculate, say, someone who can get the job done in 6 months? The package says the incentive will equal the liquidated damages per day. I wasn't sure that it absolutely applies with the LAP paperwork.

A - We calculate the value of that time. It says incentives equals liquidated damages.

John: It's the City's intent that we want to be on and off that road as quickly as possible.

Q – On page 2, section 1.2, it gives a definition of incentive. On Page 3 it talks about time plus money bidding – what would be the value of the time – the dollar value must equal liquidated damages.

A – We will look into that and give you an answer. And, in this particular area can we allow you to accomplish the job by having night time work, is the City going to allow that?

John: That is clearly defined in the contract that we will allow night time work. This is defined in the contract with subcontractor giving notice to City of, I think, 48 hours before proceeding.

Q – So they could do the whole job working day and night?

John: They are afforded that opportunity. The only thing is that if they did work at night time, would they have to pay for the inspector to be out there? I would prefer for it to be that way.

A – We will investigate that

John: I think the majority of the work can be done during the day time. We pull the biggest trees off of that job during the day but I am a fan on this particular project to work it at night only because that is the biggest highway in the City and has ten to thousands of motorists on it every day. The MOT is the biggest problem.

Q – So the MOT expense would be doubled?

John: I don't think it will be the biggest expense. That would be for them to figure out. I know it's more money but to what degree, I don't know how it affects this.

Q – What are the hours of work allowed during the day?

John: I think it was in the bid that you cannot be on it before 9AM and off before 4PM.

Q – I was just wondering if your MOT might change night work from the one that is listed in the specifications?

A – TO BE ADDRESSED

John: I will be the Project Manager on this job and the City representative that will be administering the LAP contract through the FDOT. We will be hiring a CEI for oversight primarily because the MOT is paramount to the City. That person will have that responsibility. In addition to that, there will be some displacement of the fill dirt to and from a site that we have selected located at the intersection of Crosstown Parkway and Cameo. We have a recyclable facility where we will be back-loading the material as you take the material off of the road and you will go back, but that will be up to you. The site is approximately 2 miles from job site and identified in the contract. Please take the time to read the whole package.

Q – What is last date for RFI?

A – March 27, 2012, but if the subcontractors see a major problem in the bid documents, even if it is past the timeframe, we would want to know as soon as possible. Please do not wait until the last minute as the project needs to be awarded by May 12, 2012 in order to comply with terms of the LAP.

Q – Has the soil been tested?

A – Yes, we have the results in our office and we have it in the specifications through Mr. Coteleur's office, approved by FDOT

Coteleur: We assume it is good soil.

Cheryl: Can we give them that information?

Coteleur: I imagine.

John: It's great soil. FDOT already approved it.

Q: As long as it is already approved, that's what I was looking for.

John: Yes, it's approved and better than any dirt. We all have an incentive to have good dirt in there.

Q: Regarding the maintenance, the aftercare, is it just going to be the construction area? I know we are putting some trees on the bridges.

John: That's an add- alternate and may or may not happen that are not within the scope of the original intent of the project. We have an FPL site that, in our contract, we are going to displace 70 trees on this project over to the FPL site. You will not be doing the installation. You will drop them off in the City's right of way and FPL, as part of a separate contract, will have the City do an installation on their property.

Q – Relocates are not being installed?

John: That's correct.

Coteleur : You will ball and burlap them, as in the plan notes and get them all ready.

Q - No mention of guarantee because the watering was also mentioned in the contract as by others, so you really can't guarantee a material that we are not maintaining.

Coteleur: We want you to dig the balls per sound nursery practices. We give you sizes and standards to make sure that it's all being done right and beyond that, there's not much more you can do.

John: We can't put a warranty on them, but we are going to closely watch them. We aren't going in there with a backhoe and just pull the trees out of the ground.

Coteleur: So John, you want them to bid it that way and change their bid? I was going to leave it and bring it up with the contractor who is awarded the bid. Do you want to change the way they are actually bidding it now to not re-plant them.

John: Not to re-plant them, correct. They will harden the trees off and drop them off in the City right of way located on Bayshore Blvd.

Q – This is only the 70 relocated trees?

Coteleur: Yes, just the 70 that we are relocating, no other shrubs and no hauling, no installation and no aftercare.

Q – We are just putting them on the right-of-way and someone else is picking them up?

John: You are just placing them at the site on Bayshore Blvd and Port St. Lucie Blvd, so you will be transporting them no more than a mile. You do have to take them to a specific area where they will be dropped off at.

Q – Balled and burlapped?

Cotleur – Yes, that is all in the specifications.

Q – When you said they were to be hardened off, you are looking at a tight schedule to actually get them hardened off.

John: Just look at it this way, you have to root prune them, leave them in place.

Q – Oaks can stay like that but not the palms, you will need to move those the same day. Again, according to the size, if it is a big oak you can't just dig it the same day and root prune it...etc.

Q – With an 8 month window, you are going to use every last day and push it right to the limit on some of it.

John: It's going to be an 8 month project; it only takes 6 weeks to harden off a tree.

Q – They are nursery trees, not native, so they are going to have to have a compacted root ball.

John: In addition they are root-pruned in a way right now, because they are butting up against a curbed median that is probably stopping it.

Q – Are we going to agree to a month because it is going to matter on the length of time because if you are looking at saving time as an incentive to place these properly; I haven't read exactly what the ISA standard is for how long you can root prune a tree and leave it for...I've seen some as much as 6 months. If we have to follow that standard, I am trying to get clarity.

Cotleur – We just want to salvage the resource. There may be some that we might lose but as long as you do the best job you can do to relocate them, the City will be happy.

John: When we were going to award this bid, it was my intention and what I think you will all want to do also, is to take them off the property and get them and the dirt out of the medians. I am not going to tell you how to do your jobs. I am going to be watching how those trees are pulled off of that property.

Q – Mulch?

A – We say Grade A recycled, don't we?

John: Yes, the reason that we want that particular type of mulch is that the color of the brick pavers would match the color of the mulch so we need to have it contrast.

Q – Is it brown mulch?

A – Yes

Q – With the landscape project you need to provide a QC officer?

A – Yes

Q – Where are the staging areas located?

A – We will have two different ones on Bayshore Blvd., ½ mile from where you are looking at. We will use the site at the intersection of Crosstown Parkway because it is a secure fill site and we will use our Public Works complex at Thornhill and Bayshore Blvd.

Q – Maintenance of the areas; mowing, sod, shrubs, is that on newly landscaped areas only or the entire roadway.

John: The confines of the project.

Cotleur: There are existing plants in the medians that stay which would be maintained by you.

Q – Who is going to be responsible for the condition for the Grade #1 at the time of acceptance?

Cotleur: If they are existing trees, they are existing tree, you can't change the Grade.

Q – Per FDOT specifications...

Cotleur: If you were to damage or kill a tree, etc., you'd just need to watch that.

Q – 1300 SF of sod shown on Schedule A?

John: 1300 SY...I don't know where that was at, I was asking Cotleur. I think was in the event that we were to do some work on the other side of the bridge. You can put a bid in there, but I don't see any sod on the job from what I recall.

Q – There were some little areas that I saw "bubbled" in and it said repair/replace sod.

John: Do we need to put that in as a bid alternate because I don't want to do anything screwy with the contract.

Cheryl: It's a unit price so if you don't need any sod, you won't pay for it.

Cotleur: We just want it in there for restoration.

Cheryl: You might need it so you will have a price there if you leave it.

Q: I have two irrigation questions. I noticed that the meters and the taps will be done by the City? Who's responsible for the cost of the water?

John: We were working on that question in Mrs. Moquin's office when we wrote that and that will come out in an addendum.

What it says in the FDOT is that they do not pay for impact fees and I was trying to determine what that means. When I spoke to Wen Mang, she said that there is some of it that they would pay for if there were impact fees.

Cotleur: They will pay for everything but the impact fees which is a separate item.

Cheryl: We say in the bid that they are not installing.

John: This is the one question that I asked and I want to make sure as it was the one snag in this whole thing. The City will be paying the impact fees. No impact fees by the GC.

Cotleur: I would have thought that you would pay for installing the meter, we will have to clarify that, but I would think that is the answer. We want them to pay for the meter's installation, testing and all of that. The only thing that you are not going to pay for in the impact fees.

Q: Looking at the irrigation legend it saysmeter by City.

John: This will get clarified in the addendum. Impact fees will be paid by the City.

Cheryl: Who is paying the water bill?

Cotleur: We are.

Cheryl: Why?

Cotleur: I would think that's how you want it.

Cheryl: We never have before, the contractor's have always paid that then they have no oneness on them to be conservative.

Cotleur: You can go either way.

Q: In the specifications it says and is a gray term – it says "immediate use" – it doesn't give clarification of how much you get, i.e., 1,000 lbs per month.

Cheryl: We will need to sit down and review this and determine how it's going to be and it will be put in an addendum. I am glad that was brought out. Barb had talked to me about it being an issue.

John: I spoke with FDOT and they said that they would pay for everything except the impact fees.

Cheryl: What FDOT pays for or not doesn't matter. That's not important. It's what you want the contractor to be responsible for and the risk that we want and the risk that we have.

John: I think the difference is impact fees versus hook-up fees.

Q: You have the meter and installation we need clarity. If you provide the meter...

Cheryl: I don't think we want the City to pay for anything. Remember, when you do pay for that, I think the City's Utilities Department does provide the meter but you buy it versus buying your own meter.

Q: I understand that, but it says the City provides the meter.

Cotleur: In Jupiter if you go to them, they install it, but you have to pay for it.

Q: We have had where they have dropped the meter off and they say don't touch it, it's our stuff and they have said, we give you the water meter, you take it from there...I've seen it every which way, that's why I want clarification. I haven't done two the same with any consistency to say there is a "standard" set of rules.

Cheryl: We have to find out what that is.

Q: And the water use associated with that? Typically, on any project that I've worked on in Palm Beach through Brevard County, Melbourne, the City has paid for the water.

Cheryl: In some ways that makes sense so that you don't have to exchange any bills. These are good questions.

Q: One other question on irrigation, I know that you like to see swing joints placed on your spray heads and they are showing poly pipe/funny pipe on the detail. It does affect the price of the head and installation. Normally you like to see the hard, rigid connection with the PVC.

John: That was an old project. On a road, we'd like it as specified and designed.

Cotleur: On a road project, I like it with funny pipe because I don't want you to put the heads too close to shrubs and not hit everywhere, that's why I want you to have that flexibility.

Q: Pit excavation for trees, you are saying 2x what it's going to be in all prepared mix?

Cotleur: Where does it say that, the DOT specs?

Q: Yes

Cotleur: The new soil is only 2' deep, so we want you to put good soil around.

Q: On the soil, backfilling of irrigation lines is calling for "clean" and native. Do you actually want clean sand separate from...

Cotleur: If we need to get clarification from Mausen... but in the median it's not a compactable situation and you can use the soil that is already around. If you are doing irrigation work below roadway or anything like that, then a whole new requirement kicks in and you have to meet all of that. I would not require them to do a special compaction; we do not want compaction in the medians. We don't want rocks against the irrigation lines and things like that.

John: The only thing you are probably going to have and this is the responsibility of the CEI for the densities, for the pavers/stamped concrete.

Q: So we are not looking for crazy densities like 98% on the line, etc.

Cheryl: You don't have any ADA issues, sidewalks in this area?

John: There are no crosswalks in the area.

Q: When we have FPL put that on, the City is going to pay for the electric for clocks and such?

John: Yes, we typically do.

Q: We will be responsible for contacting FPL

John: Yes, all of the permitting is on you guys. The City of Port St. Lucie will set up the account.

Q: It says that there's any empty meter box there, so we will assume per the drawings that the drop is in place where it needs to be?

Cheryl: I wouldn't assume anything. It's your risk if it's not, so you might want to check that out.

If it's in the drawing, then it might be there.

Cotleur: Existing electrical meter box on wooden utility pole, contractor to install a new electric meter and in existing meter box.

John: On West Street near Circle K – the meter box is there.

Q: Soil removal for the back of curb? Are you going to take that soil all of the way up to the back of the curb? I assume that is one of those drop curbs and you are going to do some sort of stabilization?

Cotleur: You have a 2' strip of concrete so we'd probably want to keep that compatible material in.

I want to talk about the soil calculations that we give you. That is just the computer giving you the areas by the depth and doesn't factor in trees that stay, so those are estimates.

Q: Canopies?

Cotleur: That's why it's an estimate only for your help with bidding. You will have to figure out what you really would need.

Q: I noticed in the one cross-section, are you going to be looking for that positive drainage, 6" above the crown?

Cotleur: I think that we did have a role in what we chose. I think it's going to end up being flat because if we do anything else, as you go down it hurts your tree requirement for some and if you go up it hurts the requirements for the shrub heights, so assume it will pretty much be flat.

Q: So that would pretty much only affect the soil calcs?

Cotleur: Yes. That's why, if you notice, we call for 2" to be removed by 18" because of all of the soil that you bring in with the root balls, 3" of mulch and everything else, it's not an exact science. The only thing I want to stress on this job is that the most important thing about this job when it's all said and done is the plants. We really are going to want some good, high quality, plants. I want everyone to be aware that all of our specifications are minimums. If I give you a pot size and a height and width, they are all minimums, you can exceed any of those, but you have to be careful what goes underneath them. If you tell me that I am calling for 18"x18" green allen ficus that you have really good 14"x14", that might not do it. It might do it if we go find out there is nothing else better and what you have is the best we can find. If I can find something

better than 18"x18" than I am going to ask you to purchase them or whatever the spec is. On things like a tree, where maybe the ligustrum is 65 gal, 8' tall, 7' spread, 3' CT...those are all minimums. If you want to replace with a 65 gal that is only 7' tall, then that tree may not do it, you might need to go to 100 gal pot. We try to provide what we think the smallest size that might be available.

Q: You aren't looking at gallon size, you are looking at physical?

Coteleur: The overall size and the quality. It's really about the quality and everyone knows that plants cost different prices everywhere. My procedure for substitutions is that you submit in writing that this is what you have found and it is as close as you can get, include sample photos. Once I have it in writing, I have the option to find something better. I don't even ask what the price is when I look for something better, I just look for quality. I would prefer you to find the trees, I would prefer not to find the plants for you. You need to research where everything is. It is likely there will be some things that are the largest you can get and that will be what we go with. Read all of the general notes again. There are some real detailed notes on this. DOT specs typically don't let us get this detailed, that's why we have both because we have to conform to the DOT specs, but we have gone above and beyond that. We say right on the top, if there are any discrepancies, the most restrictive one is the one we will go with. Hand watering could be required, realize that. The irrigation system might not be enough water to establish all new plants. Pre-emergent herbicides, there are all kinds of requirements for those things. If there are any questions, please let us know. We have included detailed maintenance requirements. That's a big difference from DOT. We are actually telling you how often to do it.

John: In the City what we will do on the maintenance schedule is to tie into maintain into our maintenance schedule, so that you are in conformance with each other.

Q: About mowing...that's why I brought up the question about the turnpike bridge and what the expectation of maintenance on the bridge is. I know it's an add alternate but if we do the alternate and plant trees there, what is your expectation of maintenance on the bridges?

John: Whatever is within the City's right of way that you put the improvements on, that you maintain it.

Q: The whole slope is that what you are asking?

John: The trees.

Q: The trees go on the side

John: It's on the side of a cliff and drops straight off.

Q: That's why I am asking.

John: There's no slope. Only where you plant.

Q: There is landscaping and sable palms

John: Nothing that is existing, only where you plant new.

Coteleur: That's why we have the sod because outside of the medians and areas that's where we want you to re-sod.

John: We have it as an add- alternate because we have to be able to slide a CEI in here. I have an estimated schedule as to what it's going to cost but I need to have that as a contingency if you guys have enough money to do it, leaving no money on the table.

Q: In the LAP agreement and maybe it's just boilerplate stuff, it says "lane rental – contractor is permitted to rent a lane". Is there some kind of fee for lane rental?

John: I've never heard the term before.

Q: No one I've every talked to, there are definitions of stuff here in one of these attachments. I'm just asking the question because I've never seen that and I've spoken to 2 other GCs who work on road work and have never heard of such a thing, but it's here.

Cheryl: In case there is, we have it covered. If you don't need it, you don't need it.

Q: What's the cost associated with it?

Q: Are you saying we don't have to rent a lane?

Cheryl: You need to find out from FDOT. It's a State owned road, so you will need to call and ask. You are supposed to look at all of the permits and requirements and there's probably a permit associated with getting that lane.

Q: Who is filing the DOT permit?

Cotleur: I believe we already have that, right JD?

Q: In your permit, we should be able to look at that and tell us if it's in there. One person said to me that if you have a permit in hand it will specifically tell the City if that's something that's there or not. I've never seen this before so I have no idea.

Cheryl: We will address this on the addendum. We will check the FDOT permit and check. We haven't heard of it in the City either but FDOT changes their rules all of the time. I didn't realize that we pulled the permit, so we will check it out and let you know.

Q: On the sleeve, there's a 1400' existing 6" HDP sleeve that you want to put 3" PVC main through and there's some verbiage there "if" it's able to be pulled or pushed through great. If not, utilize the existing.

Cotleur: Pressure test it, pressure test it, make sure it works. If it doesn't meet the test then it says you would put in a new one. That's an add alternative.

John: So let me understand this, I remember speaking about this. We are going to try to push some PVC through that long run. We spoke about this with Mausen. If that can happen, I just want to know how that's handled. If a contractor says, we know we can do it, but we aren't going to do it.

Q: Who determines whether it's doable or not because of the 3" PVC main? So I say to the City, I can't do it.

John: What are you guys concerned about, the depth?

Q: The weight and pushing on the pipe what it is going to do to the structure of it, and the wire, too, you have 1400' pull of a 2" sleeve. If you are pulling on the wire, I don't know what the strength of the wire is. Do you still end up with a 10 gauge wire pull or 14 gauge wire pull then? It's a concern that I saw because of the length of the pull.

Cotleur: Aren't the wires in another sleeve?

Q: Yes, it is a separate sleeve, but you are still pulling the sleeve tight and the weight of the copper wire that you are pulling that length.

John: Really, we do this stuff all of the time.

Cheryl: We will need to research this and let you know who determines whether it can be done or not.

Cotleur: I think the City would like for you to try what you can try. We'd like to save the cost and use this sleeve.

Q: Is the existing 6" HDPE, DIPS or IPS, just for figuring costs.

Cotleur: I remember Mausen having the question and I don't remember what the answer was.

John: We have that information. It says IPS DR 11.

Cotleur: Right up front, we want alternative pricing on the bids, so we get a good price on the 6", 2" bores, so we know they are fair bids. We don't want the situation where once it gets awarded then we find out.

Cheryl: Did the bid reply list those alternatives? We need to make an adjustment.

Cotleur: You are saying you want it on the form?

Cheryl: You aren't going to get the price any other way.

Q: Irrigation items show a lump sum.

Cotleur: I think we can add a line to that or something. They can't submit an attachment to the bid?

Cheryl: No, as I look at this there are a lot of lump sums on the bid reply.

Cotleur: Be aware of all of the pay items. We want to keep bids comparable and may sure that every little thing is in the same place for everyone. If there is something that you can't find a place for...then there is a contingency item...put it there.

Cheryl: No, we don't allow contingency items.

Cotleur: Item #29, it's for your insurances and other things.

Cheryl: It needs to be removed. For FDOT particularly, the state says all insurance and bid bonds, etc., must be in mobilization or demobilization.

Cotleur: What's 28?

Cheryl: Demobilization insurance bond....and other misc. items.

Cotleur: That's what I meant. We tried to give you a place to put all of your numbers.

Q: On the landscaping portion regarding the amount of soil delivered to the site. The soil which we are bidding on the amount, if you don't use it all, I am still going to be responsible for the excess soil? Or are you going to be delivering it as required. You are going to be bringing in the soil as I need it?

John: No we aren't. You will be back loading everything. You are going to be excavating dirt and drive it there and then you will load up dirt and bring it back.

Q: So we are loading it ourselves at the pit? With our own equipment?

John: Yes

Cotleur: Any excess dirt put it back there.

Q: That would come into place if we were doing night work? Will you have the pit open at night?

John: We will deal with that as it arises. No, we don't even have to because you will be loading up the dirt and I am going to have my CEI out there giving you tickets.

Cheryl: Can you haul in that neighborhood at night?

John: You are going to be going down to Port St. Lucie Blvd., Bayshore Blvd.

Cheryl: So, it wouldn't affect the night work?

John: No

Q: Any special labor rates.

Cheryl: Davis-Bacon yes. You must follow the latest and the bid documents show where the website is that you go to and find the latest rates, which change constantly, so make sure you are working with the latest figures.

Meeting Adjourned

INVITATION TO BID

Sealed Bid #20110125-BM for Port St. Lucie Boulevard Landscaping LAP Funded Project, FM# 425258-1-58-01, will be received by the City of Port St. Lucie, in the Office of Management & Budget, 3rd Floor, Suite 390, Bldg "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until 3:00:00 PM on April 12, 2012. A pre-bid conference will be held starting at 10:00 a.m. on Wednesday, March 14, 2012, in the Office of Management & Budget Conference Room, Ste. 390, Bldg. A, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL. Specifications may be obtained from DemandStar by Onvia.com, telephone (800) 711-1712, or from the Office of Management and Budget. Bid packages received from any other source is at vendor's risk.

Project Scope of Work: The Port St. Lucie Boulevard Landscaping project will include Level III Landscaping on Port St. Lucie Boulevard, located in the City of Port St. Lucie, from west of Cameo Boulevard to west of Seafury Lane. The project involves landscaping, hardscaping and irrigation. Contractor to provide all materials, supplies, labor, and equipment necessary for the installation of landscaping, hardscaping, and irrigation as shown on the Lanscaping Plans, Sheets 1 through 28 and Bid specifications including Local Agency Program (LAP) specifications. Contractors must be FDOT Certified.

Billing for this advertisement must be sent to:

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Office of Management & Budget
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This advertisement is to run on 3/6/12 and 3/13/12 only.

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TATION TO BID

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Publish: March 6, 13, 2012
2375830

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Publish: March 6, 13, 2012
2375830

Contractor to provide all materials, supplies, labor, and equipment necessary for the installation of grading, hardening, and irrigation as shown on the grading Plans, sheets 1 through 28. Bid specifications including Local Agency Program specifications. Contractors must be EOC Certified.

Issue Date: March 6, 2013

User: Shanaberger, CPPO, Cheryl

Organization: City of Port St. Lucie - Office of Management and Budget

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Agency City of Port St. Lucie - Office of Management and Budget

Bid Type Request for Sealed Bid

Bid Number SB-20110125-0-2012/BM

Fiscal Year 2012

Bid Writer Barb Moquin, CPPB

Bid Name Port St. Lucie Boulevard Landscape Beautification Grant Project - LAP

Bid Status Under Evaluation

Bid Status Text This project is LAP (Local Agency Program) Grant Funded with special requirements.

Award To

Due Date/Time 4/12/2012 3:00 PM Eastern

Broadcast Date 3/7/2012

Bid Bond 5%

Project Estimated Budget \$910,000.00

Plan (blueprint) Distribution Options Electronic plan documents

Distribution Method Download and Mail

Distributed By Onvia DemandStar

Distribution Notes None

Scope of Work Landscaping improvements on Port St. Lucie Boulevard from Cameo Road east to Sherlock Street. No new landscape is proposed outside of the medians with the following exceptions: adjacent to Florida Turnpike overpass and adjacent to the City Hall site. Stamped concrete hardscape improvements are also proposed as part of this project. New irrigation systems are also included for some of the medians. Project to be completed per plan sheets, FDOT specifications, grant requirements and LAP specs. Project includes but not limited to clearing, grubbing, vegetation removal, replanting, irrigation, soil replacement, installation of tamped concrete, maintenance of plantings and all work and materials to provide completion of project.

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Pre-Bid Conference

NON-MANDATORY
 Wednesday, March 14, 2012
 10:00 A.M.
 Office of Management & Budget
 Bldg. A, Ste. 390, City Complex
 121 SW Port St. Lucie Blvd.
 Port St. Lucie, FL 34984

Publications

St. Lucie News Tribune 3/6/2012
St. Lucie News Tribune 3/13/2012

Documents



Bid Package There are 18 Documents Associated with this Bid

Award Bid Tabulation Report (6 Pages, Complete)

Commodity Codes

- AGR-595-57 - Plants, Non-Flowering
- AGR-595-59 - Plants, Herb
- AGR-595-70 - Trees, Fruit and Nut
- AGR-595-75 - Trees, Ornamental and Shade
- ARC-909-57 - Land Development and Sub-Division Services
- ARC-912-23 - Construction, General (Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization, etc.)
- ARC-912-27 - Construction, Irrigation System
- ARC-912-44 - Excavation Services
- ARC-913-19 - Construction, Curb and Gutter (Includes Maintenance, Repair, and Removal)
- ARC-913-47 - Construction, Sidewalk and Driveway (Includes Pedestrian and Handicap Ramps)
- ARC-913-50 - Construction, Street (Major and Residential)(Includes Reconstruction)
- BLD-670-17 - Irrigation Systems, Supplies, Parts, and Accessories
- SRV-934-37 - Irrigation Systems Maintenance and Repair
- SRV-962-46 - Installation and Removal Services (Not Otherwise Classified)
- SRV-968-42 - GENERAL CONSTRUCTION
- SRV-968-88 - Tree and Shrub Removal Services
- SRV-988-36 - Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.
- SRV-988-41 - IRRIGATION SYS. CONST.
- SRV-988-75 - Roadside Maintenance Services (Including Mowing, etc.)
- SRV-988-88 - Tree Trimming and Pruning Services

Statistics

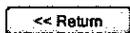
Planholders There are 36 planholders for this bid

Broadcast List 1367 suppliers have been notified

Supplemental Suppliers 0 Supplemental Suppliers

Filtered No

Post-Bid Viewers 13 viewer(s)



ORIGINAL

Bid Reply Form
PORT ST. LUCIE BOULEVARD LANDSCAPE BEAUTIFICATION GRANT PROJECT
LAP (Local Agency Program) FUNDED
Sealed Bid # 20110125

1. **COMPANY NAME:** Arazoza Brothers Corporation

DIVISION OF: n/a

PHYSICAL ADDRESS: 15901 SW 212 Street

MAILING ADDRESS: PO Box 924890

CITY, STATE, ZIP CODE: Homestead, FL 33031

TELEPHONE NUMBER: (954) 246-3333 FAX NO. (954) 246-0481

CONTACT PERSON: Alberto Arazoza E-MAIL: AArazoza@Arazozabrothers.com

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

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

Alberto Arazoza

President

Eduardo Arazoza

Vice President

Eduardo Arazoza

Treasurer

How long in present business: 24 yrs How long at present location: 24 yrs

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	Addendum Number	Date Issued
1	3/16/12	4	4/4/12
2	3/16/12	5	4/5/12
3	4/5/12	6	4/5/12
		7	4/11/12

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 Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. BID RESPONSE:

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

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

5.3 Bid Reply Sheet Total from **Schedule "A"**: \$ 911,514.24

5.4 Number of calendar days needed for completion of project: 200 calendar days.

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

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

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

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

9. CERTIFICATION

This bid is submitted by: Name (print) Alberto Arazoza 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 Alberto Arazoza Date 4/12/12

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

Signature Alberto Arazoza Title President

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

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

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 any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at Homestead, Fl, this 2 day of Apr., 2012
(Location)

Name of Organization/Contractor: Arazoza Brothers Corporation

By: [Signature] Alberto Arazoza Pres. Seal:
Name and Title

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

1. Corporation, Partnership, Joint Venture, Individual or other? Corporation

2. Firm's name and main office address, telephone and fax numbers

Name: Arazoza Brothers Corporation
Address: 15901 SW 24th Street
PO Box 924890
Homestead, Fl 33031
Telephone Number: (305) 246 3223
Fax Number: (305) 246 0481

3. Firm's previous names (if any). N/A

4. How many years has your organization been in business as a contractor? 24 yrs

5. List five (5) roadway construction projects similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: SR414 Hawthassee Rd. Interchange
Description: Landscape and maintenance of SR
SR414 / US441 and SR414 / Hawthassee
Interchanges, Ramp Plaza's & Coral Hills main.
Location: Orlando - Orange County
Client Name and Phone Number: Orlando-Orange County Exp. Authority
Value of Total Contract: \$733,742 Chris Bloodwell (407) 690-5000
Firm's Percentage of Total Contract: 100%
Number of Change Orders: 1
Value of Change Orders: \$ 8850
Was Project Completed on Schedule: yes (in maint)
Was Project Completed within Budget? yes

Project Number 2

Project Name: fin# 249653-2-52-01 Cont# T6248
Description: Landscape installation on
SR826 from nw 81 St to 99 st
Location: SR826 Miami Dade
Client Name and Phone Number: Fl. Dept. of Transportation (305) 240-7518
Value of Total Contract: \$712,500- Farhang Esmailzadeh
Firm's Percentage of Total Contract: 100%
Number of Change Orders: 0
Value of Change Orders: 0
Was Project Completed on Schedule: yes
Was Project Completed within Budget? yes

Project Number 3

Project Name: fin# 227773-152-01 T4165
Description: Landscape and irrigation installation
on SR7 (US441) So. 60 Ave to 2 Ave
Location: SR7 (US441) Broward County
Client Name and Phone Number: Russell Engineering Brian Gibbs
Value of Total Contract: \$635,000- 9543219836
Firm's Percentage of Total Contract: 100%
Number of Change Orders: 1

Value of Change Orders: \$90,339-
Was Project Completed on Schedule: yes
Was Project Completed within Budget? yes

Project Number 4

Project Name: ~~fin#~~ 406870-1-5901 T4190
Description: Landscape and Irrigation installation on SR9 (I95) from PGA Blvd to Donald Ross Rd.
Location: I95 in Palm Beach County
Client Name and Phone Number: Community Asphalt vernon walker 5617906467 #
Value of Total Contract: \$519,010-
Firm's Percentage of Total Contract: 100%
Number of Change Orders: 1
Value of Change Orders: \$11,440
Was Project Completed on Schedule: yes
Was Project Completed within Budget? yes

Project Number 5

Project Name: Golden Glades Beautification
Description: Landscape, irrigation and paver installation on Golden Glades and SR7 (US441) Interchange
Location: Golden Glades
Client Name and Phone Number: City of miami gardens manana #
Value of Total Contract: \$574,517-
Firm's Percentage of Total Contract: 100%
Number of Change Orders: 1
Value of Change Orders: 35,535-
Was Project Completed on Schedule: yes
Was Project Completed within Budget? yes

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

Irrigation sub
#

Treasure Coast Irrigation (772) 546-4535

major supplier

Agri Brothers Corp (nursery) (305) 246-3323

6. Financial statement (optional) listing assets and liabilities. Attach additional sheets if necessary. May be requested after bid openings in process of bid evaluations. *available upon request*
8. List projects where failure to complete work awarded to you occurred. List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: (None)

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

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

Number of Current Contracts: _____

Contract 1

Project:

Client:

Contract Value:

Percent Complete:

Anticipated Completion Date:

Contract 2

Project:

Client:

Contract Value:

Percent Complete:

Anticipated Completion Date:
Contract 3
Project:
Client:
Contract Value:
Percent Complete:
Anticipated Completion Date:

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

Arazora Brothers has sufficient man power, equipment and plant material to complete the project on time and within budget.

(Balance of page intentionally left blank)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

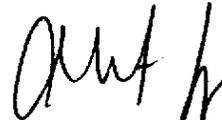
Arazoza Brothers Corporation

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

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

REFERENCE FORM

Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.
(Please print or type)

BID #20110125-BM
Title: Port St. Lucie Blvd. Reconstruction Project, LAP Funded
Bidder Name/Company: <u>Arazoza Brothers Corporation</u>
Reference Name: <u>Community Asphalt Corp.</u> Fax #: <u>(305) 884-9449</u>
Email: <u>sherrera@cacorp.net</u> Telephone #: <u>(305) 884-9444</u>
Person to contact: <u>Susana Herrera</u>

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

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

Was the project completed on time and within budget? _____

What was the project completion date? _____

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

What problems were encountered (claims) if any? _____

How many change orders were requested by this Bidder? _____

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

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

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

Comments: _____

Signature of Reference: _____

For OMB Use Only	
Reference Checked	
Clerk Checked	

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

REFERENCE FORM

Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.
(Please print or type)

BID #20110125-BM Title: Port St. Lucie Blvd. Reconstruction Project, LAP Funded Bidder Name/Company: <u>Arazoza Brothers Corporation</u> Reference Name: <u>Russell Engineering Corp</u> Fax #: <u>(954) 321 0621</u> Email: <u>brian.g@russellengineering.com</u> Telephone #: <u>(954) 321-9326</u> Person to contact: <u>Brian Gibbs</u>
--

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

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

Was the project completed on time and within budget? _____

What was the project completion date? _____

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

What problems were encountered (claims) if any? _____

How many change orders were requested by this Bidder? _____

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

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

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

Comments: _____

Signature of Reference: _____

For OMB Use Only	
Reference Checked	
Clerk Checked	

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

REFERENCE FORM

Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.
(Please print or type)

BID #20110125-BM
Title: Port St. Lucie Blvd. Reconstruction Project, LAP Funded
Bidder Name/Company: <u>Arazoza Brothers Corporation</u>
Reference Name: <u>The de Moya Group Inc</u> Fax #: <u>(305) 255-1936</u>
Email: <u>A.J. demoya@demoya.com</u> Telephone #: <u>(305) 255-5713</u>
Person to contact: <u>A.J. de Moya</u>

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

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

Was the project completed on time and within budget? _____

What was the project completion date? _____

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

What problems were encountered (claims) if any? _____

How many change orders were requested by this Bidder? _____

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

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

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

Comments: _____

Signature of Reference: _____

For OMB Use Only	
Reference Checked	
Clerk Checked	

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

REFERENCE FORM

Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.
(Please print or type)

BID #20110125-BM
Title: Port St. Lucie Blvd. Reconstruction Project, LAP Funded
Bidder Name/Company: <u>Arazoza Brothers Corporation</u>
Reference Name: <u>Condote America Inc.</u> Fax #: <u>(305)670.7462</u>
Email: <u>Amendoza@condoteamerica.com</u> Telephone #: <u>(305)670-7585</u>
Person to contact: <u>Andres mendoza</u>

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

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

Was the project completed on time and within budget? _____

What was the project completion date? _____

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

What problems were encountered (claims) if any? _____

How many change orders were requested by this Bidder? _____

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

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

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

Comments: _____

Signature of Reference: _____

For OMB Use Only	
Reference Checked	
Clerk Checked	

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

REFERENCE FORM

**Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.
(Please print or type)**

BID #20110125-BM

Title: Port St. Lucie Blvd. Reconstruction Project, LAP Funded

Bidder Name/Company:

Arazoza Brothers Corporation

Reference Name: American Engineering & Dev. Co. Fax #: (305) 341-1152

Email: mpahl@aedcorp.com Telephone #: (305) 825-9800

Person to contact:

Michael Pahl

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

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

Was the project completed on time and within budget? _____

What was the project completion date? _____

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

What problems were encountered (claims) if any? _____

How many change orders were requested by this Bidder? _____

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

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

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

Comments: _____

Signature of Reference: _____

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20110125-BM
PROJECT NO. 425258-1-58-01
PROJECT TITLE: Port St. Lucie Boulevard Landscape Beautification Grant LAP Project

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
<i>No Substitutions</i>			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20110125-BM
PROJECT NO. 425258-1-58-01
PROJECT TITLE: Port St. Lucie Boulevard Landscape Beautification Grant LAP Project

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Arazoza Brothers Corporation

Corporate Title: Corporation

Address: 15901 SW 24th St., PO Box 924890
Honolulu, HI 96803
(Zip Code)

By: Alberto Arazoza President
(Print name) (Print title)

(Authorized Signature)

Telephone: (808) 246 3223

Fax: (808) 246 0481

State License # CGC1506146 (ATTACH COPY)

County License # PSL12-11385 (ATTACH COPY)

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

Type of License: General Contractor / Landscape / Irrigation

Unlimited NO (yes/no)

If "NO", Limited to what trade? above trades

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

SEALED BID NO. 20110125-BM

PROJECT NO. 425258-1-58-01

Port St. Lucie Boulevard Landscape Beautification Grant LAP Project

State of Florida }

County of Dade }

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

1. They are President of Arazola Brothers Corporation the Bidder that
(Title) (Name of Company)

has submitted the attached bid;

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

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

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

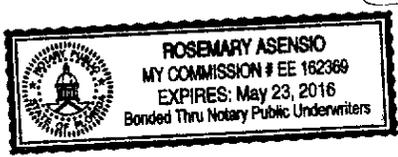
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]
(Title) President

STATE OF FLORIDA }
COUNTY OF St. Lucie)SS:

The foregoing instrument was acknowledged before me this 4/12/12
(Date)

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



[Signature] Rosemary Aensio
Notary (print & sign name)
Commission No. EE162369

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20110125-BM
PROJECT NO. 4425258-1-58-01

PROJECT TITLE: Port St. Lucie Boulevard Landscape Beautification Grant LAP Project

FLORIDA TRENCH SAFETY COMPLIANCE

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

	Trench Safety Measure {Description}	Units of Measure {LF,SY}	Unit Quantity	Unit Cost	Extended Cost
A.	<u>N/A</u>	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
E.	_____	_____	_____	_____	_____
F.	_____	_____	_____	_____	_____

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

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20110125-BM
PROJECT NO. 425258-1-58-01
PROJECT TITLE: Port St. Lucie Boulevard Landscape Beautification Grant LAP Project

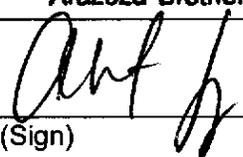
BUY AMERICA CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE



COMPLIANCE

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

Company Name: Arazoza Brothers Corporation
Authorized By:  Alberto Arazoza
(Sign) (Print Name)
Title: President Date: 4/12/12

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20110125-BM
PROJECT NO. 425258-1-58-01

PROJECT TITLE: Port St. Lucie Boulevard Landscape Beautification Grant LAP Project

CERTIFICATION REGARDING LOBBYING

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

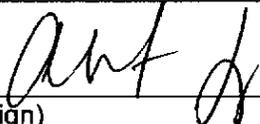
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

Company Name: Arazoza Brothers Corporation

Authorized By:  Alberto Arazoza
(Sign) (Print Name)

Title: President Date: 4/12/12

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20110125-BM
PROJECT NO. 425258-1-58-01

PROJECT TITLE: Port St. Lucie Boulevard Landscape Beautification Grant LAP Project

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

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

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

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

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

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

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

Company Name: Arazoza Brothers Corporation

Authorized By:  Alberto Arazoza
(Sign) (Print Name)

Title: President Date: 4/12/12

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20110125-BM
PROJECT NO. 425258-1-58-01

PROJECT TITLE: Port St. Lucie Boulevard Landscape Beautification Grant LAP Project

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: Port St. Lucie Boulevard Landscape Beautification Grant LAP Project-SB20110125

Project Location: Port St. Lucie, Florida

Project Number: 428660-1-58-01

Project Location: Port St. Lucie Boulevard, City of Port St. Lucie, State of Florida

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.

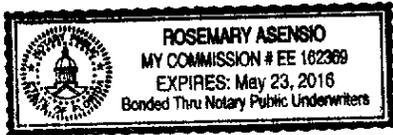
Certify this form in the presence of a notary public or other officer authorized to administer oaths.

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: N/A
0 Dollars (Written) (Figures)
3. The amount listed above has been included within the Base Bid.

Certified: Arazoza Brothers Corporation
(Company-Contractor)
By: [Signature]
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in miami-Dade County, Florida on the 19 day of Apr, 2012



[Signature]
NOTARY PUBLIC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
E-VERIFY

375-040-68
PROCUREMENT
06/11

Contract No: Bid # 20110125-BM

Financial Project No(s): _____

Project Description: Port St. Lucie Blvd.

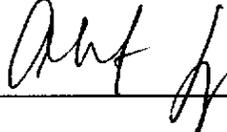
Landscape Beautification Grant Project

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: Arazoza Brothers Corporation

Authorized Signature: 

Title: President

Date: 4/12/12

CONFIDENTIAL

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF CURRENT CAPACITY

375-020-22
CONTRACTS ADMINISTRATION
OGC-05/05
Page 1 of 2

For bids to be received on

4/12/12
(Letting Date)

Fill in your FDOT Vendor Number
VF650031332-001

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2)

\$ 7,025,082.-

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed before me this 12 day
of April, 20 12
by Alberto Arazoza (name).

Arazoza Brothers Corporation
NAME OF FIRM
By: [Signature]
President
Title

He/She is personally known to me or has produced

(type of identification)

[Signature]
Notary's Signature

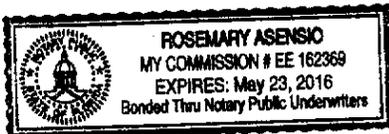
CURRENT CAPACITY VERIFIED:

Rosemary Arescio 5/23/16
Notary's printed name Commission expires

Date: _____

Contracts Administration Office

(SEAL)



Letting Date: April 12, 2012

STATUS OF CONTRACTS ON HAND						
Give full information about all of your contracts, whether prime or subcontracts; whether in progress or awarded but not begun; and regardless of its location and with whom contracted.						
1	2	3	4	5	6	7
CLASSES OF WORK	PROJECT, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT AS PRIME CONTRACTOR	UNCOMPLETED AMOUNT TO BE DONE BY AS SUBCONTRACTOR
Landscape	FIN#422957-1-52-01 T4323 SR713 Kings Hwy/Dickerson FL 844	\$ 74,517.00		\$ 74,517.00		\$ 74,517.00
Landscape	FIN#421662-1-52-01 T4279 SR7 & Sample/General Asphalt/ AB843	\$ 53,262.00		\$ 53,262.00		\$ 53,262.00
Landscape	FIN#414561-1-52-01 E4K87 Miramar Parkway/ Community/ AB841	\$ 153,010.00		\$ 153,010.00		\$ 114,760.00
Landscape	FIN#422987-1-52-01 T4312 SR80 (US98)/ Community/ AB839	\$ 19,561.00		\$ 19,561.00		\$ 3,451.00
Landscape	FIN#412489-2-52-01 E4K92 Flagler Memorial Bridge/ PCL/ AB838	\$ 282,878.00		\$ 282,878.00		\$ 282,878.00
Landscape	FIN#413974-3-72-02 E6H00 Push Button Contract/FDOT AB836	\$ 145,000.00		\$ 145,000.00	\$ 145,000.00	
Landscape	FIN#423478-1-52-01 T6233 I75/ Condotte AB835	\$ 55,150.00		\$ 55,150.00		\$ 5,515.00
Landscape	FIN#422956-1-56-01 T4303 SR70 Okeechobee/ Community/ AB830	\$ 237,109.00		\$ 237,109.00		\$ 184,780.00
Landscape	FIN#422988-1-52-01 T4297 SR809 Military Trail/ Community/ AB825	\$ 85,010.00		\$ 85,010.00		\$ 32,700.00
Landscape	FIN#423452-2-52-01 T6249/ SR9A (I95) (NW 32 - 47 Ter) FDOT/ AB820	\$ 1,796,235.00		\$ 1,796,235.00	\$ 1,656,241.00	
Landscape	FIN#249652-2-52-01 T6245/ SR826 Palmto Exp (NW62-81St)/ FDOT AB819	\$ 682,075.00		\$ 682,075.00	\$ 535,682.00	
Landscape	FIN#411948-2-52-01 BDR86/ FDOT4/ District Wide Landscape/ AB688B	\$ 688,848.00		\$ 688,848.00	\$ 320,104.00	
Landscape	FIN#421659-2-52-01 T4302/ SR820 Hollywood/ Community AB815	\$ 350,000.00		\$ 350,000.00		\$ 303,990.00
Landscape	FIN#250081-4/5-52-01 T6246 NW 7 Ave / FDOT6/ AB809	\$ 1,269,414.00	465,611.00	\$ 803,803.00	\$ 62,443.00	
Landscape	FIN#403984-1-52-01 T4255 Eller Dr/ Astaldi/ AB808	\$ 311,670.00		\$ 311,670.00		\$ 311,670.00
Landscape	FIN#421654-1-52-01 T4284 SR5/ DeMoya Group/ AB802	\$ 69,629.00		\$ 69,629.00		\$ 69,629.00
Landscape	FIN#421656-1-52-01 T4275/ General Asphalt/ AB799	\$ 40,220.00		\$ 40,220.00		\$ 35,220.00
Landscape	Florida Turpinlike Services/ Various Counties/ Shride Construction/ AB790	\$ 1,700,000.00		\$ 1,700,000.00		\$ 1,524,098.00
Landscape	FIN#406314-3-52-01/02 T1373/ Astaldi/ AB791	\$ 257,539.00		\$ 257,539.00		\$ 106,083.00
Landscape	Miami Senior High School / MCM Corp/ AB753	\$ 193,267.00		\$ 193,267.00		\$ 120,496.00
Landscape	FIN#249581-1-52-01 E6F61 SR826/ SR836/ CCD Joint Venture/ AB746	\$ 1,319,900.00		\$ 1,319,900.00		\$ 1,093,685.00
PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE						
TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU				\$ 2,719,470.00	\$ 2,719,470.00	\$ 4,305,612.00
GRAND TOTAL						7,025,082.00

NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest \$100.00. The Contract

Total of Columns 6 and 7 Must Be Filled In and Must Agree with Related Attachments, if furnished.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT
 SERVICES, AND COMMODITIES & CONTRACTUAL SERVICES**

375-040-62
 PROCUREMENT
 04/07

Prime Contractor/Prime Consultant: Arazoza Brothers Corp

Address/Phone Number: 15901 SW 242 Street, Homestead, FL 33031 Ph: 305-246-3223

Procurement Number/Advertisement Number: 20110125-BM

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: 650031332
 2. Firm Name: Arazoza Brothers Corp
 3. Phone: 3052463223
 4. Address: 15901 SW 242 Street
PO Box 924890
Homestead, FL 33092
 5. Year Firm Established: 1988

6. DBE
 Non-DBE
 7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
 2. Firm Name: _____
 3. Phone: _____
 4. Address: _____

 5. Year Firm Established: _____

6. DBE
 Non-DBE
 7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
 2. Firm Name: _____
 3. Phone: _____
 4. Address: _____

 5. Year Firm Established: _____

6. DBE
 Non-DBE
 7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
 2. Firm Name: _____
 3. Phone: _____
 4. Address: _____

 5. Year Firm Established: _____

6. DBE
 Non-DBE
 7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid – ITB)
 LETTERS OF RESPONSE (LOR)
 PRICE PROPOSAL (Request for Proposal – RFP)
 REPLY (Invitation to Negotiate – ITN)**

CHECKLIST

BID # 20110125-BM

Port St. Lucie Boulevard Landscape Beautification Grant LAP Project

Name of Bidder: Arazoza Brothers Corporation

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

- Bid Reply Sheet with proper signature and notarized.
- Mailing envelope has been addressed to: City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard, Suite 390
Port St. Lucie, FL 34984
- Mailing envelope must be sealed and identified on the front with:
 - Bidders Name and Address
 - Bid Number
 - Bid Title
 - Bid Opening Date & Time
- Drug-Free Workplace Form
- All pricing on Excel Spreadsheet "Schedule A" has been mathematically reviewed - all price extensions and totals have been thoroughly checked. No PDF files please, Excel only.
- Each Bid Addendum (when issued) is acknowledged.
- Copy of Insurance Certificate in accordance with Bid Section 5.
- Copy or all required licenses and certification
- MSDS in accordance with Specifications *to be submitted*
- Contractor's Questionnaire with list of subcontractors.
- Required completed forms: Trench Safety Affidavit; Florida Trench Safety Compliance; Noncollusion Affidavit of Prime Bidder; Buy America Certificate of compliance; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; Contractor Verification Form; Substitution Sheet (if submitting), FDOT Forms (Certification of Current Capacity (EDOT Form 375-020-22) and Status of Contracts on Hand (FDOT Form 375-020-21), E-Verify Form.
- Have reviewed the Contract and accept all City Terms and Conditions
- List of Projects
- Five (5) completed Reference Sheets returned with bid
- One (1) original and four (4) copies of required documents (**NO RINGED BINDERS**)
Electronic copy of Schedule A on diskette or CD as well as printed hardcopy.
- Bid Bond (5%)

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

Port St. Lucie Blvd. Landscape Beautification Grant Project LAP Funded
BID PROPOSAL FORM - Schedule "A"

Item No.	Description	Unit	Qty.	Unit Price	Line Item Price
1	MOBILIZATION: Includes labor, materials, equipment, preparation and preconstruction meeting with City representative or Landscape Architect prior to beginning construction activities.	LS	1	\$ 42,000.00	\$ 42,000.00
2	MAINTENANCE OF TRAFFIC: See below for Description of Bid Item.	LS	1	\$ 50,000.00	\$ 50,000.00
3	CLEARING & GRUBBING: Includes the removal of sod, shrubs, trees and palm trees from existing medians as described in the plans and Landscape General Notes and Specifications.	LS	1	\$ 5,000.00	\$ 5,000.00
4	STAMPED CONCRETE: Includes labor, materials, equipment, excavation, preparation, forming, compaction, concrete, sub-base installation, stamping and color as described in the Landscape Plans.	SY	2,421	\$ 57.00	\$ 137,997.00
5	BAHIA SOD: Includes labor, materials, equipment, delivery, preparation, excavation, installation, fertilizer, water and sod as described in the Landscape Plans.	SY	1,300	\$ 2.52	\$ 3,276.00
6	LANDSCAPE MAINTENANCE: See below for Description of Bid Item. Includes removal of staking after warmy	LS	1	\$ 24,000.00	\$ 24,000.00
7	AG – Arachis glabrata ‘Eco Turf’ – Rhizoma (perennial) Peanut: #1 GAL, 10” x 10”, 18” OC	EA	510	\$ 4.00	\$ 2,040.00
8	DT – Dianella tasmanica, Blueberry Flax Lily: #3 GAL, 1’ x 1.5’, 2’ OC	EA	720	\$ 7.00	\$ 5,040.00
9	EU – Euphorbia milii ‘Rosy’ (Pink), Dwarf Crown of Thorns: #1 GAL, 8” x 10”, 1.5’ OC	EA	1,710	\$ 3.50	\$ 5,985.00
10	FG – Ficus macrophylla ‘Green Island’, Green Island Ficus: #3 GAL, 1.5’ x 1.5’, 2’ OC	EA	2,485	\$ 7.00	\$ 17,395.00
11	IV – Ilex vomitoria ‘Stokes Dwarf’, Dwarf Yaupon Holly: #3 GAL, 1’ x 1.25’, 2’ OC	EA	555	\$ 7.50	\$ 4,162.50
12	JP – Juniperus parsonii, Parsons Juniper: #3 GAL, 1’ x 1.5’, 2’ OC	EA	990	\$ 7.50	\$ 7,425.00
13	MUH – Muhlenbergia capillaris, Muhly Grass: #1 GAL, 1.5’ x 1.5’, 2’ OC	EA	500	\$ 3.00	\$ 1,500.00
14	Duranta Gold Mound #3	EA	770	\$ 7.00	\$ 5,390.00
15	TFD – Tripsacum dactyoides, Fakahatchee Grass: #3 GAL, 2’ x 2’, 2.5’ OC	EA	140	\$ 6.50	\$ 910.00
16	CH – Chamaerops humilis, European Fan Palm: 6’-7’ OA, Multi, Min. 2’ CT	EA	24	\$ 400.00	\$ 9,600.00
17	JAT – Jatropha, Jatropha: 6’ OA x 4’ Spread, Multi, Limb up 2’	EA	27	\$ 70.00	\$ 1,890.00
18	LJ – Ligustrum japonicum, Ligustrum Tree Form: 8’ OA x 7’ Spread, 3’ CT, Multi	EA	38	\$ 275.00	\$ 10,450.00
19	PEA – Pycnosperma elegans, Solitaire Palm: Min 10’ CT, Single, Max 4” Cal., Matched	EA	42	\$ 325.00	\$ 13,650.00
20	PHM – Phoenix dactylifera ‘Medjool’, Medjool Date Palm: 10’ GW, 13’ CT, Max 18” Cal.	EA	64	\$ 4,376.56	\$ 280,099.84
21	QV – Quercus virginiana, Live Oak: 20’ x 10’, 6” Cal., Full, 6’ CT	EA	12	\$ 700.00	\$ 8,400.00
22	SP – Sabal palmetto, Sabal Palm: 10’-12’ CT, Matched, Slick	EA	39	\$ 185.00	\$ 7,215.00
23	VM – Veitchia montgomeryana, Montgomery Palm: 10’-16’ CT, Staggered (See Plan)	EA	38	\$ 400.00	\$ 15,200.00

Sealed Bid #20110125
 Port St. Lucie Blvd. Landscape Beautification Grant Project LAP Funded
BID PROPOSAL FORM - Schedule "A"

SUB-TOTAL OF LANDSCAPE PROJECT BID ITEMS (Items #1-#23)		\$ 658,625.34
Description Bid Item No. 2: Includes all labor, materials, equipment and incidentals for all required Maintenance of Traffic (M.O.T) during construction and up to partial acceptance. All work shall be completed in accordance with FDOT Index 600, 611 & 613 and the M.O.T. sheets included with the contract documents. M.O.T. provided during the warranty period shall be included in Bid Item No. 6		
Description Bid Item No. 6: Includes all labor, materials, equipment and incidentals to provide landscape and irrigation maintenance, including M.O.T. activities, for one year in accordance with the contract documents. This Bid Item will be bid as a lump sum item paid monthly in 12 equal payments. Includes removal by the contractor of guying and staking after one year warranty.		
Description Bid Items No. 7-23: Includes all labor, materials, equipment and incidentals for the complete installation of plant in accordance with specifications and FDOT Index #544 including, but not limited to: excavation, plant, delivery and handling, finish soil layer, special bed preparation, staking, mulch, pre-emergent herbicide, fertilizer, hand watering, guaranty and maintenance during construction. This work shall be in accordance with Section 580 of the FDOT Standard Specifications up to partial acceptance and the start of the 1 year maintenance period, as specified. All maintenance work during the 1 year warranty period will be included in Bid Item No. #6.		

MISCELLANEOUS ITEMS					
Item No.	Description	Unit	Qty.	Unit Price	Line Item Price
24	TREE AND PALM RELOCATION: Refer to the Tree Status Charts, Landscape General Notes and Specifications for information about relocating 70 tree and palms. This Bid Item No. shall include labor, equipment, materials, excavation and digging, balling and burlaping, transporting to specified location. The Contractor will not be responsible for replanting the trees to be relocated. There will not be any warranty or watering involved after they have been relocated to specified holding location.	LS	1	\$ 13,000.00	\$ 13,000.00
25	SOIL REMOVAL Refer to the Landscape General Notes and Landscape Specifications for soil removal information. 3,499 cubic yards are provided as an estimated quantity only. Contractor to verify actual quantities. No existing soil is to be removed from within the drip line area of existing trees to remain. This Bid Item No. includes labor, equipment, delivery, loading, trucking, and removal of existing soil.	LS	1	\$ 31,491.00	\$ 31,491.00
26	SOIL REPLACEMENT: Refer to the Landscape General Notes and Landscape Specifications for soil replacement information. 2,626 cubic yards are provided as an estimated quantity only. Contractor to verify actual quantities. No proposed soil is to be placed within the drip line area of existing trees to remain. This Bid Item No. includes labor, equipment, delivery, loading, trucking, grading and placement of proposed soil.	LS	1	\$ 21,008.00	\$ 21,008.00
27	TEMPORARY WATERING FOR ESTABLISHMENT OF PLANTS: during the 1 year warranty period	LS	1	\$ 3,000.00	\$ 3,000.00
28	Demobilization, Insurance, Bond, Licensing, video taping and Other Miscellaneous Administrative Costs	LS	1	\$ 7,500.00	\$ 7,500.00
SUB-TOTAL OF MISCELLANEOUS PROJECT BID ITEMS (Items #24-28)				\$	75,999.00

IRRIGATION ITEMS

Item No.	Description	Unit	Qty	Unit Price	Line Item Price
29	IRRIGATION SYSTEM: Includes all labor, materials, equipment and incidentals for the installation of one new automatic irrigation system. Including the cost of all system components and installation including, but not limited to: installation of water meter, flow meter, pressure vacuum breaker, master valve, remote control valves, gate valves, electrical and telephone service, valve boxes, soil moisture sensor assembly, irrigation heads, nozzles, fittings, PVC sleeves, conduits, communication/control wires, directional drilling, H.D.P.E. pipe, lateral and main line pipes, controller, cluster control unit, rain can, backfilling, debris removal, system testing and system hookup to City water coordinating with the City Utilities Dept. All maintenance work during the 1 year warranty period will be included in Bid Item #6. Also includes the cost of all required permits needed to perform this work. The contractor will <u>not</u> be responsible for the cost of impact fees related to the water meter or for the cost of (normal usage) of water utilized with the system. Hookup fees and permit fees to be included in bid.	LS	1	\$ 176,889.90	\$ 176,889.90
SUB-TOTAL OF IRRIGATION PROJECT BID ITEMS (Item #29)					\$ 176,889.90

TOTAL COST AMOUNTS>>>>> \$ 911,514.24

TOTAL OF PROJECT BID ITEMS (WRITTEN IN WORDS): NINE HUNDRED ELEVEN THOUSAND, FIVE HUNDRED FOURTEEN DOLLARS AND TWENTY-FOUR CENTS

ALTERNATE ITEMS FOR PRICING

1	HDPE to PVC transition fittings and reductions from 6"-3" (mainline) at one bore location*	(PER LF)	\$	46.00
2	HDPE to PVC transition fittings and reductions from 2"-1" (lateral pipe) at one bore location	(PER LF)	\$	31.05
3	HDPE DR11 3608-IPS directional bore: 6" (per foot cost)	(PER LF)	\$	46.00
4	HDPE DR11 3608-IPS directional bore: 2" (per foot cost)	(PER LF)	\$	31.05

CONTRACTOR NAME: ARAZOZA BROTHERS CORPORATION

CONTACT: ALBERT ARAZOZA

ADDRESS: 15901 SW 242 STREET, PO BOX 924890, HOMESTEAD, FL 33031

PHONE NUMBER: (305)246-3223

DATE BID SUBMITTED: APRIL 12, 2012

Sealed Bid #20110125
Port St. Lucie Blvd. Landscape Beautification Grant Project LAP Funded
BID PROPOSAL FORM - Schedule "A"

ADDENDUM #4
REVISED BID REPLY
APRIL 4, 2012

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Arazoza Brothers Corp.**
15901 S.W. 242nd Street, Homestead, FL 33031

as Principal, hereinafter called the Principal, and **The Guarantee Company of North America USA**
25800 Northwestern Highway, Suite 720, Southfield, MI 48075

a corporation duly organized under the laws of the State of **Michigan**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Port St. Lucie, 121 SW**
Port St. Lucie Blvd., St. Lucie, FL 34984

as Obligee, hereinafter call the Obligee, in the sum of **Five Percent of Amount Bid (5%)**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for **Bid #20110125, Port St. Lucie Landscape Beautification Grant LAP Project**

NOW, THEREFORE, if the Obligee shall accept the bid of the principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and 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 April 12, 2012.

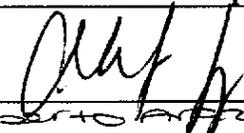
Witnesses:



Arazoza Brothers Corp.

(Seal)

By:

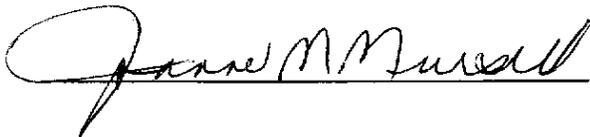

_____ President
ALBERTO ARAZOZA

The Guarantee Company of North America USA

(Seal)

By:


_____ Attorney-In-Fact
James F. Murphy, Attorney-In-Fact





THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Gerald J. Arch, Shawn A. Burton, James F. Murphy, Joanne M. Mursell, Michael A. Holmes
Brown & Brown of Florida, Inc. ~ Ft. Lauderdale

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

We, THE GUARANTEE COMPANY OF NORTH AMERICA USA, duly authorized to do business under the laws of Florida, having heretofore executed a performance and payment bond for the Contractor covering the contract described above, hereby consent to the State of Florida Department of Transportation making full payment of the final estimate, including the retained percentage, to the Contractor.

It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 15th day of November, 2011.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 15th day of November, 2011 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 12th day of April, 2012

[Signature of Randall Musselman]

Randall Musselman, Secretary



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

June 13, 2011

ARAZOZA BROTHERS CORPORATION
15901 SW 242 ST
HOMESTEAD FL 33092

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 6/30/2012. However, the new application is due 4/30/2012.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established. To access it, please log into the Contractor Prequalification Application System via the following link:

<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), GRADING, GRASSING, SEEDING AND SODDING, LANDSCAPING

FDOT APPROVED SPECIALITY CLASSES OF WORK:

ARAZOZA BROTHERS CORPORATION
June 13, 2011
Page two

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,



Juanita Moore, Manager
Contracts Administration Office

JM:cj

AC# 4980714

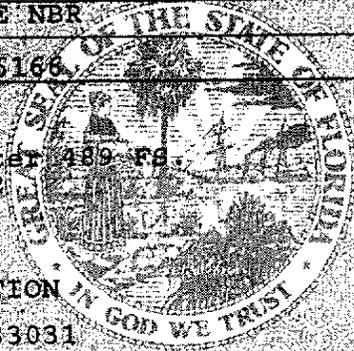
STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10060200549

DATE	BATCH NUMBER	LICENSE NBR
06/02/2010	000000000	CGC1506166

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



ARAZOZA, ALBERTO JOSE
ARAZOZA BROTHERS CORPORATION
15901 SW 242 STREET
HOMESTEAD FL 33031

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

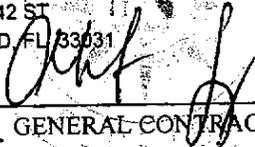
DISPLAY AS REQUIRED BY LAW

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

111105

ARAZOZA, ALBERTO
ARAZOZA BROTHERS CORPORATION
15901 SW 242 ST
HOMESTEAD, FL 33031

SIGNATURE


GENERAL CONTRACTOR

FL#: CGC1506166

PSL12*11385

Rosey Asensio

From: Melissa Simberlund
Sent: Tuesday, April 10, 2012 11:22 AM
To: 'Rosey Asensio'
Subject: RE: Vendor Registration

Thank you for your vendor registration form.

Melissa Simberlund

Contracts Coordinator
St. Lucie County BOCC
2300 Virginia Avenue
Ft. Pierce, Florida 34982
Phone: (772) 462-1799
Facsimile: (772) 462-1704

From: Rosey Asensio [<mailto:rasensio@arazozabrothers.com>]
Sent: Tuesday, April 10, 2012 11:35 AM
To: Melissa Simberlund
Subject: Vendor Registration

Good morning Melissa

I am not sure if we have a current vendor registration on file. However we are mailing in the attached, but wanted to email you so would have current copies of the insurance and license as requested.

Please feel free to contact me should you have any questions.
Thank you

Rosey Asensio

Arazoza Brothers Corp.
PO Box 924890
Homestead, FL 33092
Ph: 305-246-3223
Fx: 305-246-0481



Please consider the environment before printing this email....Save a tree!

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

E-Verify



Company ID Number: 395383

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Arazoza Brothers Corporation	
Rosey Asensio	
Name (Please Type or Print)	Title
Electronically Signed	02/24/2011
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	02/24/2011
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Arazoza Brothers Corporation
Company Facility Address:	15901 SW 242 Street
	Homestead, FL 33031
Company Alternate Address:	PO Box 924890
	Homestead, FL 33092-4890
County or Parish:	MIAMI-DADE
Employer Identification Number:	650031332

E-Verify



Company ID Number: 395383

North American Industry Classification Systems Code: 561	
Administrator:	
Number of Employees: 20 to 99	
Number of Sites Verified for: 1	
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• FLORIDA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Rosey Asensio	Fax Number:	(305) 246 - 0481
Telephone Number:	(305) 246 - 3223		
E-mail Address:	rasensio@arazozabrothers.com		
Name:	Vicky Cabaleiro	Fax Number:	(305) 246 - 0481
Telephone Number:	(305) 246 - 3223 ext. 32		
E-mail Address:	vcabaleiro@arazozabrothers.com		



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

February 26, 2010

MR ALBERTO ARAZOZA
ARAZOZA BROS CORP
P O BOX 924890
HOMESTEAD FL 33092

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

Dear Mr. Arazoza:

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:
ARAZOZA BROS CORP
has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4742.

Sincerely,

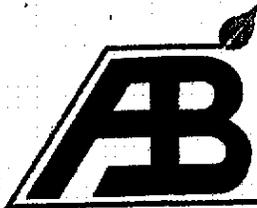
A handwritten signature in cursive script that reads "Erica Miller".

Erica Miller
Contract Compliance Administrator
Equal Opportunity Office

EM/clg

AFFIRMATIVE ACTION PLAN EXPIRATION: February 13, 2013

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE contact the Certification Section at (850) 414-4747.



2/13

Arazoza Bros., Corp.

EQUAL OPPORTUNITY OFFICE

10 FEB 18 AM 11:47

P.O. Box 924890, Homestead, Florida 33092 - (305) 246-3223 - Fax (305) 246-0481

(Revised April 2005)

DBE AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of Arazoza Brothers Corporation that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation.

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the Florida Department of Transportation and Arazoza Brothers Corporation. Subcontractors and/or suppliers to Arazoza Brothers Corporation will also be bound by the requirements of Rule Chapter 14-78, F.A.C.

Arazoza Brothers Corporation, and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C. to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with the Florida Department of Transportation.

Arazoza Brothers Corporation and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of the contracts with the Florida Department of Transportation.

Arazoza Brothers Corporation has designated and appointed a Liaison Office to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout Arazoza Brothers Corporation and to disadvantaged controlled businesses. The statement is posted on notice boards of the company.

Alberto Arazoza, President
Arazoza Brothers Corporation
P.O. Box 924890
Homestead, Florida 33092

February 15, 2010

FLORIDA DEPARTMENT OF TRANSPORTATION
EQUAL OPPORTUNITY OFFICE

APPROVED: [Signature]

DISAPPROVED: _____

DATE: 3/10

I. DESIGNATION OF LIAISON OFFICER

Arazoza Brothers Corporation will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the Florida Department of Transportation. The company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C.

The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties.

1. The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all Florida Department of Transportation contracts.
2. The Liaison Officer will submit all records, reports, and documents required by the Florida Department of Transportation, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the Florida Department of Transportation.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of the Florida Department of Transportation.

Alberto Arazoza, President
Arazoza Brothers Corporation
P.O. Box 924890
Homestead, Florida 33092
(305) 246-3223
FEIN 65-0031332

II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, Arazoza Brothers Corporation has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform DOT work;
3. Lack of interest in performing Florida Department of Transportation contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of Florida Department of Transportation plans and specifications to prepare a responsible bid;

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of Arazoza Brothers Corporation to provide maximum opportunity by utilizing the following

Arazoza Bros., Corp.

affirmative action methods to ensure participation on contracts with the Florida Department of Transportation. Arazoza Brothers Corporation will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of the work to be performed by DBEs in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by the Florida Department of Transportation to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE contractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.

Arazoza Brothers Corporation understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

On contracts with specific DBE goals, Arazoza Brothers Corporation will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, the Company will, as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

IV. REPORTING

Arazoza Brothers Corporation shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan.

The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all Florida Department of Transportation projects;

Arazoza Bros., Corp.

4. The Company shall comply with Florida Department of Transportation's requirements regarding payments to subcontractors including DBE's for each month (estimate period) in which the companies have worked.

V. **DBE DIRECTORY**

Arazoza Brothers Corporation will utilize the DBE Directory published by the Florida Department of Transportation.

The Company will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.

Arazoza Bros., Corp.

BID ADDENDUM # 1
BID # 20110125
Addendum Date: March 16, 2012
PSL BLVD LANDSCAPE BEAUTIFICATION PROJECT-LAP FUNDED

Pre-Bid Conference Minutes and Information -March 14, 2012 at 10:00 a.m., OMB Conference Room-PART I

1. Here for the Pre-Bid Conference concerning Bid #20110125; PSL Blvd Landscape Beautification project. Meeting being recorded for recordkeeping purposes. Meeting minutes will be broadcast on Onvia's DemandStar as a Bid Addendum document. Sign-In Sheet for attendees.

2. Key personnel introduced -- Barb Moquin, Contract Specialist for OMB (not present), Cheryl Shanaberger, Deputy Director conducting meeting in Barb's absence; Karen Baggett, Secretary for OMB; John Dutton, Engineering Department, Stormwater Division Manager and Rob Cotleur of Cotleur-Hearing, the landscape architects of record.

Cheryl Shanaberger reviewed:

- Bid opening date is April 12, 2012, at 3:00 p.m. in the Office of Management & Budget. No bid will be accepted after that date/time. Any bid received late will be returned to the submitter unopened. This is not an E-bid, but is a manual, paper bid.
- Reviewed the critical reporting on the Duns System. If you have not done that before, I suggest that you do your homework & make sure that you have the capacity to do that. It also needs to be included in as an expense in this bid as to what it will cost you to set this up and follow the procedures. Include DUNS number in bid reply. Page 3 gives a website as to what and when information is required. This bid is a LAP Grant, therefore FDOT standard specifications are required.
- Reviewed all of the bid requirements and forms included in the bid package at length, including the insurance and contract requirements and payment options, stating that the project is estimated to take 8 months. Note: Bidders, please review all documents and requirements.

QUESTIONS/ANSWERS:

Q – If contractor comes in with a quicker timeframe, how are we going to calculate, say, someone who can get the job done in 6 months? The package says the incentive will equal the liquidated damages per day. I wasn't sure that it absolutely applies with the LAP paperwork. **A** - We calculate the value of that time. It says incentives equals liquidated damages. **John:** It's the City's intent that we want to be on and off that road as quickly as possible.

Q – On page 2, section 1.2, it gives a definition of incentive. On Page 3 it talks about time plus money bidding – what would be the value of the time – the dollar value must equal liquidated damages. **A** – We will look into that and give you an answer. **Q**- And, in this particular area can we allow you to accomplish the job by having night time work, is the City going to allow that? **A - John:** That is clearly defined in the contract that we will allow night time work. This is defined in the contract with subcontractor giving notice to City of, I think, 48 hours before proceeding.

Q – So they could do the whole job working day and night? **A -John:** They are afforded that opportunity. The only thing is that if they did work at night time, would they have to pay for the inspector to be out there? I would prefer for it to be that way. **A** – We will investigate that. **John:** I think the majority of the work can be done during the day time. We pull the biggest trees off of that job during the day but I am a fan on this particular project to work it at night only because that is the biggest highway in the City and has thousands of motorists on it every day. The MOT is the biggest problem.

Q – So the MOT expense would be doubled? **A-John:** I don't think it will be the biggest expense. That would be for them to figure out. I know it's more money but to what degree, I don't know how it affects this.

Q – What are the hours of work allowed during the day? **A- John:** I think it was in the bid that you cannot be on it before 9AM and off before 4PM.

Q – I was just wondering if your MOT might change night work from the one that is listed in the specifications? **A** – TO BE ADDRESSED

NOTE-John: I will be the Project Manager on this job and the City representative that will be administering the LAP contract through the FDOT. We will be hiring a CEI for oversight primarily because the MOT is paramount to the City. That person will have that responsibility. In addition to that, there will be some displacement of the fill dirt to and from a site that we have selected located at the intersection of Crosstown Parkway and Cameo. We have a recyclable facility where we will be back-loading the material as you take the material off of the road and you will go back, but that will be up to you. The site is approximately 2 miles from job site and identified in the contract. Please take the time to read the whole package.

Q – What is last date for RFI? **A** – March 27, 2012, but if the subcontractors see a major problem in the bid documents, even if it is past the timeframe, we would want to know as soon as possible. Please do not wait until the last minute as the project needs to be awarded by May 12, 2012 in order to comply with terms of the LAP.

Q – Has the soil been tested? **A** – Yes, we have the results in our office and we have it in the specifications through Mr. Cotleur's office, approved by FDOT. **Cotleur**: We assume it is good soil. **Cheryl**: Can we give them that information? **Cotleur**: I imagine. **John**: It's great soil. FDOT already approved it. **Q**: As long as it is already approved, that's what I was looking for. **John**: Yes, it's approved and better than any dirt. We all have an incentive to have good dirt in there.

Q: Regarding the maintenance, the aftercare, is it just going to be the construction area? I know we are putting some trees on the bridges. **John**: That's an add-alternate and may or may not happen - are not within the scope of the original intent of the project. We have an FPL site that, in our contract, we are going to displace 70 trees on this project over to the FPL site. You will not be doing the installation. You will drop them off in the City's right of way and FPL, as part of a separate contract, then we will have the City do an installation on their property.

Q – Relocates are not being installed? **A- John**: That's correct. **Cotleur** : You will ball and burlap them, as in the plan notes and get them all ready.

Q - No mention of guarantee because the watering was also mentioned in the contract as by others, so you really can't guarantee a material that we are not maintaining. **Cotleur**: We want you to dig the balls per sound nursery practices. We give you sizes and standards to make sure that it's all being done right and beyond that, there's not much more you can do. **John**: We can't put a warranty on them, but we are going to closely watch them. We aren't going in there with a backhoe and just pull the trees out of the ground. **Cotleur**: So John, you want them to bid it that way and change their bid? I was going to leave it and bring it up with the contractor who is awarded the bid. Do you want to change the way they are actually bidding it now to not re-plant them. **John**: Not to re-plant them, correct. They will harden the trees off and drop them off in the City right of way located on Bayshore Blvd.

Q – This is only the 70 relocated trees? **Cotleur**: Yes, just the 70 that we are relocating, no other shrubs and no hauling, no installation and no aftercare. **Q** – We are just putting them on the right-of-way and someone else is picking them up? **John**: You are just placing them at the site on Bayshore Blvd and Port St. Lucie Blvd, so you will be transporting them no more than a mile. You do have to take them to a specific area where they will be dropped off at. **Q** – Balled and burlapped? **Cotleur** – Yes, that is all in the specifications.

Q – When you said they were to be hardened off, you are looking at a tight schedule to actually get them hardened off. **John**: Just look at it this way, you have to root prune them, leave them in place. **Q** – Oaks can stay like that but not the palms, you will need to move those the same day. Again, according to the size, if it is a big oak you can't just dig it the same day and root prune it...etc.

Q – With an 8 month window, you are going to use every last day and push it right to the limit on some of it. **John**: It's going to be an 8 month project; it only takes 6 weeks to harden off a tree. **Q** – They are nursery trees, not native, so they are going to have to have a compacted root ball. **John**: In addition they are root-pruned in a way right now, because they are butt up against a curbed median that is probably stopping it.

Q – Are we going to agree to a month because it is going to matter on the length of time because if you are looking at saving time as an incentive to place these properly; I haven't read exactly what the ISA standard is for how long you can root prune a tree and leave it for...I've seen some as much as 6 months. If we have to follow that standard, I am trying to get clarity. **Cotleur** – We just want to salvage the resource. There may be some that we might lose but as long as you do the best job you can do to relocate them, the City will be happy. **John**: When we were going to award this bid, it was my intention and what I think you will all want to do also, is to take them off the property and get them and the dirt out of the medians. I am not going to tell you how to do your jobs. I am going to be watching how those trees are pulled off of that property.

Q – Mulch? **A** – We say Grade A recycled, don't we? **John**: Yes, the reason that we want that particular type of mulch is that the color of the brick pavers would match the color of the mulch so we need to have it contrast. **Q** – Is it brown mulch? **A** – Yes

Q – With the landscape project you need to provide a QC officer? **A** – Yes

Q – Where are the staging areas located? **A** – We will have two different ones on Bayshore Blvd., ½ mile from where you are looking at. We will use the site at the intersection of Crosstown Parkway because it is a secure fill site and we will use our Public Works complex at Thornhill and Bayshore Blvd.

Q – Maintenance of the areas; mowing, sod, shrubs, is that on newly landscaped areas only or the entire roadway. **John**: The confines of the project. **Cotleur**: There are existing plants in the medians that stay which would be maintained by you.

Q – Who is going to be responsible for the condition for the Grade #1 at the time of acceptance? **Cotleur**: If they are existing trees, they are existing tree, you can't change the Grade. **Q** – Per FDOT specifications... **Cotleur**: If you were to damage or kill a tree, etc., you'd just need to watch that.

Q – 1300 SF of sod shown on Schedule A? **John**: 1300 SY...I don't know where that was at. **Cotleur**. I think was in the event that we were to do some work on the other side of the bridge. You can put a bid in there (Item#5), but I don't see any sod on the job from what I recall.

Q – There were some little areas that I saw "bubbled" in and it said repair/replace sod. **John**: Do we need to put that in as a bid alternate because I don't want to do anything screwy with the contract. **Cheryl**: It's a unit price so if you don't need any sod, you

won't pay for it. **Cotleur:** We just want it in there for restoration. **Cheryl:** You might need it so you will have a price if you leave it in bid reply.

Q: I have two irrigation questions. I noticed that the meters and the taps will be done by the City? Who's responsible for the cost of the water? **John:** We were working on that question in Mrs. Moquin's office when we wrote that and that will come out in an addendum. What it says in the FDOT specs is that they do not pay for impact fees and I was trying to determine what that means. When I spoke to Wen Mang, she said that there is some of it that they would pay for if there were impact fees. **Cotleur:** They will pay for everything but the impact fees which is a separate item. **Cheryl:** We say in the bid that they are not installing. **John:** This is the one question that I asked and I want to make sure as it was the one snag in this whole thing. The City will be paying the impact fees. No impact fees paid by the GC. **Cotleur:** I would have thought that you would pay for installing the meter, we will have to clarify that, but I would think that is the answer. We want them to pay for the meter's installation, testing and all of that. The only thing that you are not going to pay for is the impact fees.

Q: Looking at the irrigation legend it saysmeter by City. **John:** This will get clarified in the addendum. Impact fees will be paid by the City. **Cheryl:** Who is paying the water bill? **Cotleur:** We are. **Cheryl:** Why? **Cotleur:** I would think that's how you want it. **Cheryl:** We never have before, the contractor's have always paid that then they have no oneness on them to be conservative. **Cotleur:** You can go either way.

Q: In the specifications it says and is a gray term – it says "immediate use" – it doesn't give clarification of how much you get, i.e., 1,000 lbs per month. **Cheryl:** We will need to sit down and review this and determine how it's going to be and it will be put in an addendum. I am glad that was brought out. Barb had talked to me about it being an issue.

John: I spoke with FDOT and they said that they would pay for everything except the impact fees. **Cheryl:** What FDOT pays for or not doesn't matter. That's not important. It's what you want the contractor to be responsible for and the risk that we want and the risk that we have. **John:** I think the difference is impact fees versus hook-up fees.

Q: You have the meter and installation we need clarity. If you provide the meter... **Cheryl:** I don't think we want the City to pay for anything. Remember, when you do pay for that, I think the City's Utilities Department does provide the meter but you buy it versus buying your own meter. **Q:** I understand that, but it says the City provides the meter. **Cotleur:** In Jupiter if you go to them, they install it, but you have to pay for it.

Q: We have had where they have dropped the meter off and they say don't touch it, it's our stuff and they have said, we give you the water meter, you take it from there...I've seen it every which way, that's why I want clarification. I haven't done two the same with any consistency to say there is a "standard" set of rules. **Cheryl:** We have to find out what that is.

Q: And the water use associated with that? Typically, on any project that I've worked on in Palm Beach through Brevard County, Melbourne, the City has paid for the water. **Cheryl:** In some ways that makes sense so that you don't have to exchange any bills. These are good questions.

Q: One other question on irrigation, I know that you like to see swing joints placed on your spray heads and they are showing poly pipe/funny pipe on the detail. It does affect the price of the head and installation. Normally you like to see the hard, rigid connection with the PVC. **John:** That was an old project. On a road, we'd like it as specified and designed. **Cotleur:** On a road project, I like it with funny pipe because I don't want you to put the heads too close to shrubs and not hit everywhere, that's why I want you to have that flexibility.

Q: Pit excavation for trees, you are saying 2x what it's going to be in all prepared mix? **Cotleur:** Where does it say that, the DOT specs? **Q:** Yes **Cotleur:** The new soil is only 2' deep, so we want you to put good soil around.

Q: On the soil, backfilling of irrigation lines is calling for "clean" and native. Do you actually want clean sand separate from... **Cotleur:** If we need to get clarification from Mausen...but in the median it's not a compactable situation and you can use the soil that is already around. If you are doing irrigation work below roadway or anything like that, then a whole new requirement kicks in and you have to meet all of that. I would not require them to do a special compaction; we do not want compaction in the medians. We don't want rocks against the irrigation lines and things like that. **John:** The only thing you are probably going to have and this is the responsibility of the CEI for the densities, for the pavers/stamped concrete.

Q: So we are not looking for crazy densities like 98% on the line, etc. **Cheryl:** You don't have any ADA issues, sidewalks in this area? **John:** There are no crosswalks in the area.

PREBID INFORMATION/MINUTES CONTINUED IN "ADDENDUM #2" AS PART II.

NOTE: The bid opening date (has been) is unchanged.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

BID ADDENDUM # 2
BID # 20110125
Addendum Date: March 16, 2012
PSL BLVD LANDSCAPE BEAUTIFICATION PROJECT-LAP FUNDED

Pre-Bid Conference Minutes and Information-March 14, 2012 at 10:00 a.m., OMB Conference Room-PART II
QUESTIONS AND ANSWERS CONTINUED FROM ADDENDUM #1:

Q: When we have FPL put that on, the City is going to pay for the electric for clocks and such? **John:** Yes, we typically do.

Q: We will be responsible for contacting FPL **John:** Yes, all of the permitting is on you guys. The City of Port St. Lucie will set up the account.

Q: It says that there's any empty meter box there, so we will assume per the drawings that the drop is in place where it needs to be? **Cheryl:** I wouldn't assume anything. It's your risk if it's not, so you might want to check that out. If it's in the drawing, then it might be there. **Cotleur:** Existing electrical meter box on wooden utility pole, contractor to install a new electric meter and in existing meter box. **John:** On West Street near Circle K – the meter box is there.

Q: Soil removal for the back of curb? Are you going to take that soil all of the way up to the back of the curb? I assume that is one of those drop curbs and you are going to do some sort of stabilization? **Cotleur:** You have a 2' strip of concrete so we'd probably want to keep that compatible material in. I want to talk about the soil calculations that we give you. That is just the computer giving you the areas by the depth and doesn't factor in trees that stay, so those are estimates.

Q: Canopies? **Cotleur:** That's why it's an estimate only for your help with bidding. You will have to figure out what you really would need.

Q: I noticed in the one cross-section, are you going to be looking for that positive drainage, 6" above the crown? **Cotleur:** I think that we did have a role in what we chose. I think it's going to end up being flat because if we do anything else, as you go down it hurts your tree requirement for some and if you go up it hurts the requirements for the shrub heights, so assume it will pretty much be flat.

Q: So that would pretty much only affect the soil calcs? **Cotleur:** Yes. That's why, if you notice, we call for 2" to be removed by 18" because of all of the soil that you bring in with the root balls, 3" of mulch and everything else, it's not an exact science. The only thing I want to stress on this job is that the most important thing about this job when it's all said and done is the plants. We really are going to want some good, high quality, plants. I want everyone to be aware that all of our specifications are minimums. If I give you a pot size and a height and width, they are all minimums, you can exceed any of those, but you have to be careful what goes underneath them. If you tell me that I am calling for 18"x18" green allen ficus that you have really good 14"x14", that might not do it. It might do it if we go find out there is nothing else better and what you have is the best we can find. If I can find something better than 18"x18"s then I am going to ask you to purchase them or whatever the spec is. On things like a tree, where maybe the ligustrum is 65 gal, 8' tall, 7' spread, 3' CT...those are all minimums. If you want to replace with a 65 gal that is only 7' tall, then that tree may not do it, you might need to go to 100 gal pot. We try to provide what we think the smallest size that might be available.

Q: You aren't looking at gallon size, you are looking at physical? **Cotleur:** The overall size and the quality. It's really about the quality and everyone knows that plants cost different prices everywhere. My procedure for substitutions is that you submit in writing that this is what you have found and it is as close as you can get, include sample photos. Once I have it in writing, I have the option to find something better. I don't even ask what the price is when I look for something better, I just look for quality. I would prefer you to find the trees, I would prefer not to find the plants for you. You need to research where everything is. It is likely there will be some things that are the largest you can get and that will be what we go with. Read all of the general notes again. There are some real detailed notes on this. DOT specs typically don't let us get this detailed, that's why we have both because we have to conform to the DOT specs, but we have gone above and beyond that. We say right on the top, if there are any discrepancies, the most restrictive one is the one we will go with. Hand watering could be required, realize that. The irrigation system might not be enough water to establish all new plants. Pre-emergent herbicides, there are all kinds of requirements for those things. If there are any questions, please let us know. We have included detailed maintenance requirements. That's a big difference from DOT. We are actually telling you how often to do it. **John:** In the City what we will do on the maintenance schedule is to tie into our maintenance schedule, so that you are in conformance with each other.

Q: About mowing...that's why I brought up the question about the turnpike bridge and what the expectation of maintenance on the bridge is. I know it's an add alternate but if we do the alternate and plant trees there, what is your expectation of

maintenance on the bridges? **John:** Whatever is within the City's right of way that you put the improvements on, then you maintain it.

Q: The whole slope is that what you are asking? **John:** The trees. **Q:** The trees go on the side **John:** It's on the side of a cliff and drops straight off. **Q:** That's why I am asking. **John:** There's no slope. Only where you plant. **Q:** There is landscaping and sable palms. **John:** Nothing that is existing, only where you plant new. **Cotleur:** That's why we have the sod because outside of the medians and areas that's where we want you to re-sod. **John:** We have it as an add- alternate because we have to be able to slide a CEI in here. I have an estimated schedule as to what it's going to cost but I need to have that as a contingency if you guys have enough money to do it, leaving no money on the table.

Q: In the LAP agreement and maybe it's just boilerplate stuff, it says "lane rental – contractor is permitted to rent a lane". Is there some kind of fee for lane rental? **John:** I've never heard the term before. **Q:** No one I've every talked to, there are definitions of stuff here in one of these attachments. I'm just asking the question because I've never seen that and I've spoken to 2 other GCs who work on road work and have never heard of such a thing, but it's here. **Cheryl:** In case there is, we have it covered. If you don't need it, you don't need it. **Q:** What's the cost associated with it? **Q:** Are you saying we don't have to rent a lane?

Cheryl: You need to find out from FDOT. It's a State owned road, so you will need to call and ask. You are supposed to look at all of the permits and requirements and there's probably a permit associated with getting that lane.

Q: Who is filing the DOT permit? **Cotleur:** I believe we already have that, right JD?

Q: In your permit, we should be able to look at that and tell us if it's in there. One person said to me that if you have a permit in hand it will specifically tell the City if that's something that's there or not. I've never seen this before so I have no idea. **Cheryl:** We will address this on the addendum. We will check the FDOT permit and check. We haven't heard of it in the City either but FDOT changes their rules all of the time. I didn't realize that we pulled the permit, so we will check it out and let you know.

Q: On the sleeve, there's a 1400' existing 6" HDP sleeve that you want to put 3" PVC main through and there's some verbiage there "if" it's able to be pulled or pushed through great. If not, utilize the existing. **Cotleur:** Pressure test it, pressure test it, make sure it works. If it doesn't meet the test then it says you would put in a new one. That's an add alternative. **John:** So let me understand this, I remember speaking about this. We are going to try to push some PVC through that long run. We spoke about this with Mausen. If that can happen, I just want to know how that's handled. If a contractor says, we know we can do it, but we aren't going to do it.

Q: Who determines whether it's doable or not because of the 3" PVC main? So I say to the City, I can't do it. **John:** What are you guys concerned about, the depth?

Q: The weight and pushing on the pipe what it is going to do to the structure of it, and the wire, too, you have 1400' pull of a 2' sleeve. If you are pulling on the wire, I don't know what the strength of the wire is. Do you still end up with a 10 gauge wire pull or 14 gauge wire pull then? It's a concern that I saw because of the length of the pull. **Cotleur:** Aren't the wires in another sleeve? **Q:** Yes, it is a separate sleeve, but you are still pulling the sleeve tight and the weight of the copper wire that you are pulling that length. **John:** Really, we do this stuff all of the time. **Cheryl:** We will need to research this and let you know who determines whether it can be done or not. **Cotleur:** I think the City would like for you to try what you can try. We'd like to save the cost and use this sleeve.

Q: Is the existing 6" HDPE, DIPS or IPS, just for figuring costs. **Cotleur:** I remember Mausen having the question and I don't remember what the answer was. **John:** We have that information. It says IPS DR 11.

Cotleur: Right up front, we want alternative pricing on the bids, so we get a good price on the 6", 2" bores, so we know they are fair bids. We don't want the situation where once it gets awarded then we find out. **Cheryl:** Did the bid reply list those alternatives? We need to make an adjustment. **Cotleur:** You are saying you want it on the form? **Cheryl:** You aren't going to get the price any other way.

Q: Irrigation items show a lump sum. **Cotleur:** I think we can add a line to that or something. They can't submit an attachment to the bid? **Cheryl:** No, as I look at this there are a lot of lump sums on the bid reply. **Cotleur:** Be aware of all of the pay items. We want to keep bids comparable and make sure that every little thing is in the same place for everyone. If there is something that you can't find a place for...then there is a contingency item....put it there. **Cheryl:** No, we don't allow contingency items. **Cotleur:** Item #29, it's for your insurances and other things. **Cheryl:** It needs to be removed. For FDOT particularly, the state says all insurance and bid bonds, etc., must be in mobilization or demobilization. **Cotleur:** What's 28? **Cheryl:** Demobilization insurance bond....and other misc. items. **Cotleur:** That's what I meant. We tried to give you a place to put all of your numbers.

Q: On the landscaping portion regarding the amount of soil delivered to the site. The soil which we are bidding on the amount, if you don't use it all, I am still going to be responsible for the excess soil? Or are you going to be delivering it as required. You are going to be bringing in the soil as I need it? **John:** No we aren't. You will be back loading everything.

You are going to be excavating dirt and drive it there and then you will load up dirt and bring it back. Q: So we are loading it ourselves at the pit? With our own equipment? John: Yes Cotleur: Any excess dirt put it back there.

Q: That would come into place if we were doing night work? Will you have the pit open at night? John: We will deal with that as it arises. No, we don't even have to because you will be loading up the dirt and I am going to have my CEI out there giving you tickets. Cheryl: Can you haul in that neighborhood at night? John: You are going to be going down to Port St. Lucie Blvd., Bayshore Blvd. Cheryl: So, it wouldn't affect the night work? John: No

Q: Any special labor rates? Cheryl: Davis-Bacon yes. You must follow the latest and the bid documents show where the website is that you go to and find the latest rates, which change constantly, so make sure you are working with the latest figures.

Meeting Adjourned

NOTE: The bid opening date is unchanged.

Instructions to Bidder:

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BID ADDENDUM # 3
BID # 20110125
Addendum Date: April 5, 2012

PSL BLVD LANDSCAPE BEAUTIFICATION PROJECT-LAP FUNDED

Please make the following changes/modifications to the subject bid:

Additional information and clarification of bid specifications:

1. Contractor is responsible to pay for meter installation and all costs, except the impact fees.
2. Contractor shall have a representative with the City of Port St. Lucie on-site when contractor is pushing/pulling pipe through existing sleeving. It shall be at the sole discretion of the City's representative as to whether a sleeve will or will not suffice. If a sleeve is deemed unusable by the City's representative, and the representative deems a directional bore is necessary, the installation of said directional bore shall be at direction of the City's representative as to size, quantity, and location.
3. The Contractor will not be responsible for replanting the trees to be relocated. They will only be responsible for digging them, wrapping the root ball, and delivering them to the FPL substation site located within the project limits. See note on plan sheet LD-8.
4. The Contractor is responsible for obtaining all permits required to perform the work with the exception of the FDOT R/W permit. This permit is taken care of through the LAP granting process.
5. Contractor to provide alternate unit prices (will be added to revised bid reply sheet) on the original project bid for:
 - a. HDPE testing (see note on sheet IR-29)
 - b. HDPE to PVC transition fittings and reductions from 6"-3" (mainline) at one bore location*
 - c. HDPE to PVC transition fittings and reductions from 2"-1" (lateral pipe) at one bore location*
*(unit price x total # of bore locations – total cost if all bores were to be tested and used).
 - d. HDPE DR11 3608-IPS directional bore: 6" (per foot cost)
 - e. HDPE DR11 3608-IPS directional bore: 2" (per foot cost)
6. City will pay for potable water meter.
7. City will pay impact fees.
8. When tree substitution is involved, the quality of the trees will be considered, not exact size.
9. The City WILL NOT offer incentives (per day amount) on this project.
10. The contractor should be a Certified Irrigation Contractor with their certification in good standing with the Irrigation Association.
11. Qualifications of the irrigation installer: The system must comply with the current Rain Bird Maxicom 2 installation manual. The installation of all components shall be under the direct supervision of a person who has successfully completed both a Level 2 hardware and a Level 2 software class given by Rain Bird. Include the certification in Bid Reply packet.
12. Rent-a-lane FDOT: The "Lane Rental" provision in Bid Attachment "D" is for larger projects or interstate projects. IT DOES NOT APPLY TO THIS PROJECT.
13. Irrigation system is to have warranty and maintained for one year.
14. The FDOT forms Certification of Current Capacity 375-020-22 and Status of Contracts 375-020-21 are no longer used.

NOTE: The bid opening date (has been) is unchanged.

Instructions to Bidder:

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Port St. Lucie Blvd. Landscape Beautification Grant Project LAP Funded
BID PROPOSAL FORM - Schedule "A"

Item No.	Description	Unit	Qty.	Unit Price	Line Item Price
1	MOBILIZATION: Includes labor, materials, equipment, preparation and preconstruction meeting with City representative or Landscape Architect prior to beginning construction activities.	LS	1		\$ -
2	MAINTENANCE OF TRAFFIC: See below for Description of Bid Item.	LS	1		\$ -
3	CLEARING & GRUBBING: Includes the removal of sod, shrubs, trees and palm trees from existing medians as described in the plans and Landscape General Notes and Specifications.	LS	1		\$ -
4	STAMPED CONCRETE: Includes labor, materials, equipment, excavation, preparation, forming, compaction, concrete, sub-base installation, stamping and color as described in the Landscape Plans.	SY	2,421		\$ -
5	BAHIA SOD: Includes labor, materials, equipment, delivery, preparation, excavation, installation, fertilizer, water and sod as described in the Landscape Plans.	SY	1,300		\$ -
6	LANDSCAPE MAINTENANCE: See below for Description of Bid Item. Includes removal of staking after warranty	LS	1		\$ -
7	AG - Arachis glabrata 'Eco Turf - Rhizoma (perennial) Peanut: #1 GAL, 10" x 10", 18" OC	EA	510		\$ -
8	DT - Dianella tasmanica, Blueberry Flax Lily: #3 GAL, 1'x 1.5', 2' OC	EA	720		\$ -
9	EU - Euphorbia milii 'Rosy' (Pink), Dwarf Crown of Thorns: #1 GAL, 8"x 10", 1.5' OC	EA	1,710		\$ -
10	FG - Ficus macrophylla 'Green Island', Green Island Ficus: #3 GAL, 1.5'x 1.5', 2' OC	EA	2,485		\$ -
11	IV - Ilex vomitoria 'Stokes Dwarf', Dwarf Yaupon Holly: #3 GAL, 1'x 1.25', 2' OC	EA	555		\$ -
12	JP - Juniperus parsonii, Parsons Juniper: #3 GAL, 1'x 1.5', 2' OC	EA	990		\$ -
13	MUH - Muhlenbergia capillaris, Muhly Grass: #1 GAL, 1.5'x 1.5', 2' OC	EA	500		\$ -
14	Duranta Gold Mound #3	EA	770		\$ -
15	TFD - Tripsacum dactyloides, Fakahatchee Grass: #3 GAL, 2'x 2', 2.5' OC	EA	140		\$ -
16	CH - Chaenactis humilis, European Fan Palm: 6'-7' OA, Multi, Min. 2' CT	EA	24		\$ -
17	JAT - Jatropha, Jatropha: 6' OA x 4' Spread, Multi, Limb up 2'	EA	27		\$ -
18	LJ - Ligustrum japonicum, Ligustrum Tree Form: 8' OA x 7' Spread, 3' CT, Multi	EA	38		\$ -
19	PEA - Ptychosperma elegans, Solitaire Palm: Min 10' CT, Single, Max 4" Cal., Matched	EA	42		\$ -
20	PHM - Phoenix dactylifera 'Medjool', Medjool Date Palm: 10' GW, 13' CT, Max 18" Cal.	EA	64		\$ -
21	QV - Quercus virginiana, Live Oak: 20'x 10', 6" Cal., Full, 6' CT	EA	12		\$ -
22	SP - Sabal palmetto, Sabal Palm: 10'-12' CT, Matched, Slick	EA	39		\$ -
23	VM - Veitchia montgomeryana, Montgomery Palm: 10'-16' CT, Staggered (See Plan)	EA	38		\$ -

SUB-TOTAL OF LANDSCAPE PROJECT BID ITEMS (Items #1-#23)

\$ -

Description Bid Item No. 2: Includes all labor, materials, equipment and incidentals for all required Maintenance of Traffic (M.O.T) during construction and up to partial acceptance. All work shall be completed in accordance with FDOT Index 600, 611 & 613 and the M.O.T. sheets included with the contract documents. M.O.T. provided during the warranty period shall be included in Bid Item No. 6

Description Bid Item No. 6: Includes all labor, materials, equipment and incidentals to provide landscape and irrigation maintenance, including M.O.T. activities, for one year in accordance with the contract documents. This Bid Item will be bid as a lump sum item paid monthly in 12 equal payments. Includes removal by the contractor of guying and staking after one year warranty.

Description Bid Items No. 7-23: Includes all labor, materials, equipment and incidentals for the complete installation of plant in accordance with specifications and FDOT Index #544 including, but not limited to: excavation, plant, delivery and handling, finish soil layer, special bed preparation, staking, mulch, pre-emergent herbicide, fertilizer, hand watering, guaranty and maintenance during construction. This work shall be in accordance with Section 580 of the FDOT Standard Specifications up to partial acceptance and the start of the 1 year maintenance period, as specified. All maintenance work during the 1 year warranty period will be included in Bid Item No. #6.

MISCELLANEOUS ITEMS

Item No.	Description	Unit	Qty.	Unit Price	Line Item Price
24	TREE AND PALM RELOCATION: Refer to the Tree Status Charts, Landscape General Notes and Specifications for information about relocating 70 tree and palms. This Bid Item No. shall include labor, equipment, materials, excavation and digging, balling and burlaping, transporting to specified location. The Contractor will not be responsible for replanting the trees to be relocated. There will not be any warranty or watering involved after they have been relocated to specified holding location.	LS	1		\$ -
25	SOIL REMOVAL: Refer to the Landscape General Notes and Landscape Specifications for soil removal information. 3,499 cubic yards are provided as an estimated quantity only. Contractor to verify actual quantities. No existing soil is to be removed from within the drip line area of existing trees to remain. This Bid Item No. includes labor, equipment, delivery, loading, trucking, and removal of existing soil.	LS	1		\$ -
26	SOIL REPLACEMENT: Refer to the Landscape General Notes and Landscape Specifications for soil replacement information. 2,626 cubic yards are provided as an estimated quantity only. Contractor to verify actual quantities. No proposed soil is to be placed within the drip line area of existing trees to remain. This Bid Item No. includes labor, equipment, delivery, loading, trucking, grading and placement of proposed soil.	LS	1		\$ -
27	TEMPORARY WATERING FOR ESTABLISHMENT OF PLANTS: during the 1 year warranty period	LS	1		\$ -
28	Demobilization, Insurance, Bond, Licensing, video taping and Other Miscellaneous Administrative Costs	LS	1		\$ -
SUB-TOTAL OF MISCELLANEOUS PROJECT BID ITEMS (Items #24-28)				\$	-

IRRIGATION ITEMS

Item No.	Description	Unit	Qty.	Unit Price	Line Item Price

Sealed Bid #20110125
 Port St. Lucie Blvd. Landscape Beautification Grant Project LAP Funded
BID PROPOSAL FORM - Schedule "A"

ADDENDUM #4
 REVISED BID REPLY
 APRIL 4, 2012

29	IRRIGATION SYSTEM: Includes all labor, materials, equipment and incidentals for the installation of one new automatic irrigation system. Including the cost of all system components and installation including, but not limited to: installation of water meter, flow meter, pressure vacuum breaker, master valve, remote control valves, gate valves, electrical and telephone service, valve boxes, soil moisture sensor assembly, irrigation heads, nozzles, fittings, PVC sleeves, conduits, communication/control wires, directional drilling, H.D.P.E. pipe, lateral and main line pipes, controller, cluster control unit, rain can, backfilling, debris removal, system testing and system hookup to City water coordinating with the City Utilities Dept. All maintenance work during the 1 year warranty period will be included in Bid Item #6. Also includes the cost of all required permits needed to perform this work. The contractor will not be responsible for the cost of impact fees related to the water meter or for the cost of (normal usage) of water utilized with the system. Hookup fees and permit fees to be included in bid.	LS	1	
SUB-TOTAL OF IRRIGATION PROJECT BID ITEMS (Item #29)				
			\$	-

	TOTAL COST AMOUNTS>>>>
TOTAL OF PROJECT BID ITEMS (WRITTEN IN WORDS):	\$ -

ALTERNATE ITEMS FOR PRICING	
1	HDPE to PVC transition fittings and reductions from 6"-3" (mainline) at one bore location* (PER LF)
2	HDPE to PVC transition fittings and reductions from 2"-1" (lateral pipe) at one bore location (PER LF)
3	HDPE DR11 3608-IPS directional bore: 6" (per foot cost) (PER LF)
4	HDPE DR11 3608-IPS directional bore: 2" (per foot cost) (PER LF)

CONTRACTOR NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE NUMBER: _____

DATE BID SUBMITTED: _____

BID ADDENDUM # 5
BID # 20110125
Addendum Date: April 5, 2012

PSL BLVD LANDSCAPE BEAUTIFICATION PROJECT-LAP FUNDED

Please make the following changes/modifications to the subject bid:

Additional information and clarification of bid specifications-Q&As:

1. The plans have an apparent conflict within the Tabulation of Quantities. Bid Item Number 4 uses "Stamped Concrete" description which seems to conflict with FDOT pay item number 523-1-2 because it requires thermoplastic surface. May we use either stamped concrete or thermoplastic surface for this project?

Response: Stamped Concrete must be used.

2. Please verify plan sheets IR-14, IR-15, IR-16, IR-17, IR-21 and IR-22 each require parallel, duplicate HDPE sleeve extensions instead of single set of three extensions on plan sheets IR-3, IR-4, IR-5, IR-6, IR-7, IR-18 and IR-20. Plan sheet IR-8 has separate locations for the set of three extensions, so this sheet is not in question.

Response: Throughout the entire length of the project, only three bores (sizes 6"/2"/2") link the medians. The only sleeve extensions needed at each end of the medians will be one set of 6"/2"/2". For graphical purposes only, two are shown when a lateral pipe, in addition to the mainline, is to be pushed through an existing sleeve (on plan sheets IR-14, IR-15, IR-16, IR-17, IR-21 and IR-22).

3. Addenda Numbers 1 and 2 both mention bid add-alternates. Will you issue a revised bid form?

Response: See Bid Addendum #4, Revised Excel Bid Reply Sheet, Schedule "A".

4. The Excel spreadsheet bid form does not show all Item No. 29 description. Will you please forward the entire Item No. 29 description?

Response: Yes.

5. Addendum Number 2 questions whether the City already has the DOT permit. Does the City have the DOT permit?

Response: Because this is an FDOT design project, which has been through FDOT's review process, a FDOT permit is not required. The City will be responsible for coordinating any additional documentation that FDOT may require.

6. If the City has the DOT permit, is there a cost required for lane rental?

Response: See Addendum #3

7. If there is a cost associated with lane rental, must the contractor rent lanes?

Response: No

8. Has the City determined pulling the mainline through a long existing sleeve will not damage the new mainline?

Response: No, it has not been determined. Special care is required when dealing with a long existing sleeve. Pressure testing after pulling mainline through existing sleeve is mandatory to determine integrity of mainline. Provisions are in the plan in the case this is not possible.

9. Has the City determined pulling wire through a long existing sleeve will not damage the new wire?

Response: No, it has not been determined. Special care is required when dealing with a long existing sleeve. Continuity testing of the wire as required after pulling wire through existing sleeve will determine.

NOTE: The bid opening date is unchanged.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

BID ADDENDUM # 6
BID # 20110125
Addendum Date: April 5, 2012

PSL BLVD LANDSCAPE BEAUTIFICATION PROJECT-LAP FUNDED

Please make the following changes/modifications to the subject bid:

Additional information and clarification of bid specifications-Q&As:

1. At the intersection of Airoso, there is a drill that is over 1400 feet long. The room that is available for equipment is not large enough to easily fit a rig that can comfortably drill that length without undue risk. I would like to know if it could be done in 2 drills with a tie in the middle either under the concrete median or under the north turning lane on the east bound side of PSL Blvd appr 330 feet west of the centerline of Airoso. The other issue is the same thing at Floresta though this one is just about 1000.

Response: These are existing bores/sleeves, not proposed. It is possible, but not expected, that these bores would need to be replaced. The plans therefore require the contractor to provide a per foot bore cost for replacement in the case that the bore(s) did need to be replaced. This per foot cost should include the cost of closing a lane to mitigate 'undue risk'. If the contractor feels they can provide a superior solution/end product through another method for less money, this could be discussed at the time a solution is deemed required.

2. There are few ground rods with a confined area around the controllers. 10' rods have a sphere of influence of 20' that no wires should be with-in. How do satisfy the maxicom requirements when the median is 9' wide?

Response: One grounding grid can be shared by 2 devices - i.e., shared between the CCU/SAT controllers. Rain Bird requirements are centered on the 10ohm resistance measurement, and will not be violated if wires are within a portion of the sphere of influence.

3. Water meter. Do we need to pay for all fee's (including impact)for the installation of meter and water usage?

Response: City is responsible for the impact fee and ongoing water usage charges incurred. Contractor is responsible for all meter installation costs other than impact fees/usage.

4. Can we use a 3" HDPE instead of the sch-40 through the 1400' long sleeve?

Response: It is acceptable to substitute 3" HDPE 4710 DR13.5 for the long sleeve run identified using approved transition fittings identified in the plans. If the HDPE pipe cannot be pulled through the existing sleeve, it would result in the same procedure as required with PVC.

5. Can the rain can height be reduced to 8' above ground? It will make the maintains person safe and happy.

Response: No, use the height required in the plans.

6. Where the relocated Canopy trees are to be relocated are we to just place them there, or are we to place them in holes to keep the tree upright until they are planted in their final location

The trees will be laying down in the FP&L right of way.

NOTE: The bid opening date is unchanged.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

BID ADDENDUM # 7
BID # 20110125
Addendum Date: April 11, 2012

PSL BLVD LANDSCAPE BEAUTIFICATION PROJECT-LAP FUNDED

Please make the following changes/modifications to the subject bid:

Additional information and clarification of bid specifications-Q&As:

Note: Some of these questions may have been answered in previous Addendums.

- 1) What extent will QC be required for this project?
SEE SECTION GC7 OF BID ATTACHMENT 'A' - A SIMPLE QC PLAN WILL BE REQUIRED,
WE DO NOT FORESEE THIS BEING AN EXTENSIVE EFFORT
- 2) Will a qualified listed QC technician on the CTQP list be required on staff or hired by the contractor for the project?
SEE SECTION GC7 OF BID ATTACHMENT 'A' - THE CONTRACTOR'S PROJECT MANAGER
CAN ALSO ACT AS THE QC TECHNICIAN AND QC MANAGER
- 3) Will a QC plan be required?
SEE SECTION GC7 OF BID ATTACHMENT 'A' - A SIMPLE QC PLAN WILL BE REQUIRED,
WE DO NOT FORESEE THIS BEING AN EXTENSIVE EFFORT
- 4) Will a QC manager be required on the job?
SEE SECTION GC7 OF BID ATTACHMENT 'A' - THE CONTRACTOR'S PROJECT MANAGER
CAN ALSO ACT AS THE QC TECHNICIAN AND QC MANAGER
- 5) Will daily QC activities reports and forms be required?
SEE SECTION GC7 OF BID ATTACHMENT 'A' - DAILY QC REPORTS WILL NOT BE
REQUIRED
- 6) Are there specific divisions of Section 105(FDOT – Standard Specifications) to be followed on this project?
THE BULK OF SECTION 105 OF THE STANDARD SPECIFICATIONS RELATES TO
ROADWAY CONSTRUCTION SUCH AS PAVEMENT, BRIDGES, ETC AND DOES NOT
APPLY TO THIS LANDSCAPE PROJECT.
- 7) Please clarify what 'incentives/decentives' will be offered for this project.
NO INCENTIVES FOR THIS PROJECT.
- 8) Section 1.2, CONTRACT DURATION AND ALTERNATIVE, CONTRACTING
TECHNIQUES; do any of the alternative contracting methods apply to this project?
ALTERNATIVE CONTRACTING TECHNIQUES COULD APPLY IF PROPOSED BY A BIDDER
AND ARE IN ACCORDANCE WILL ALL OTHER CONTRACT DOCUMENT REQUIREMENTS.
- 9) Does the "ESTIMATE OF CONTRACT TIME" form at the end of bid attachment D, need to be filled out and submitted with bid?
NO

10) Please clarify – the area to be maintained are the modified islands only. With the except of the electrical hook up area?

THE MAINTENANCE AREA INCLUDES ALL MEDIANS WITHIN THE PROJECT LIMITS AND ALL PROPOSED PLANTINGS OUTSIDE OF THE MEDIAN AREAS AS SHOWN IN THE PLANS.

11) What effect does the contract time offered in the bid, have on the recommendation of award?
THE CONTRACT TIME OFFERED IN THE BID WILL BE AN IMPORTANT FACTOR IN RECOMMENDING WHO IS AWARDED THE CONTRACT

12) Island excavation will be how far from the proposed stamped concrete areas?
EXCAVATION WILL START AT THE EDGE OF PROPOSED STAMPED CONCRETE OR THE BACK OF CURB AS APPLICABLE

13) In areas without stamped concrete, how close to the back of curb will the excavation get?
EXCAVATION WILL START AT THE EDGE OF PROPOSED STAMPED CONCRETE OR THE BACK OF CURB AS APPLICABLE

14) Will the excavation slope 1/1 from the edge of excavation YES

15) What compaction density will be required under the stamped concrete?
THIS IS NOTED ON SHEET LD-9 OF THE PLANS

NOTE: The bid opening date is unchanged.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.



Arazoza Bros., Corp.

P.O. Box 924890, Homestead, Florida 33092 - (305) 246-3223 - Fax (305) 246-0481

To Whom It May Concern

Arazoza Brothers Corporation is a fully bonded and insured Landscape, Irrigation, Mitigation, and Maintenance Contracting Company founded in February 1988. It is a family run operation priding itself on superior workmanship and plant selection, as well as timely and satisfactory completion of landscape contracts.

In the past twenty-three years Arazoza Brothers Corporation has grown steadily on the strength of our improving reputation and respect for our client's needs and concerns. During this time we have completed many landscape construction projects of a variety of scopes. These projects range from residential homes and developments to government parks, roads and state highways. We have completed jobs from Key West to as far north as Jacksonville.

Arazoza Brothers also operates 300 acres of field and container grown plant material under the name Agri Brothers Corporation. Agri Brothers is a wholesale nursery servicing other landscape companies, as well as growing plant material for upcoming Arazoza Brothers landscaping projects.

All this helps to make Arazoza Brothers a complete package for our customers.

Enclosed you will find other pertinent company information.

Cordially

A handwritten signature in black ink, appearing to read 'Albert Arazoza', written in a cursive style.

Albert Arazoza
President

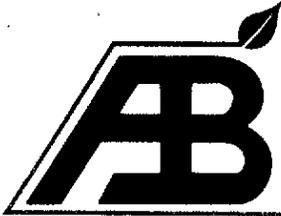


Arazoza Bros., Corp.

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COMPANY INFORMATION

Main Office:	Arazoza Brothers Corporation
Physical Address:	15901 SW 242 Street Homestead, Florida 33031
Mailing Address:	PO Box 924890 Homestead, Florida 33092 Ph: (305) 246-3223 Fax: (305) 246-0481
Website:	www.arazozabrothers.com
Date Established:	February 22, 1988
Federal Id No.:	65-0031332
President:	Albert Arazoza
Vice President:	Eduardo Arazoza
General Manager:	Tedd Kenny
Superintendents:	Hubaldo Lomeli Jose Ruiz Paul McDade Fortino Hernandez
Estimating Department:	Vanessa Ygualada Robert Ayala
Accounting Department:	Vicky Cabaleiro- CFO Rosey Asensio- Contracts/AR Octavio Olivera- AP
Bonding/ Insurance Agency:	Brown & Brown Insurance Company 5900 N Andrews Avenue Ft. Lauderdale, FL 33309 Contact: James Murphy/ Joanne Mursell Ph: (888) 267-4379



Arazoza Bros., Corp.

P.O. Box 924890, Homestead, Florida 33092 - (305) 246-3223 - Fax (305) 246-0481

REFERENCES

Community Asphalt Corp.
9725 NW 117 Ave
Miami, Florida 33178
Phone: (305) 829-0700
Fax: (305) 829-8772
Contact: Ignacio Halley
Email: sherrera@cacorp.net

Russell Engineering Corporation
2530 SW 36 Street
Ft. Lauderdale, FL 33312
Ph#: (954) 321-9336
Fax: (954) 321-0621
Contact: Brian Gibbs
Email: brian.g@russellengineering.com

The de Moya Group, Inc.
14600 SW 136th Street
Miami, Florida 33186
Ph#: (305) 255-5713
Fax: (305) 255-1935
Contact: AJ deMoya
Email: AJ.Demoya@demoya.com

Hubbard Construction Co.
2269 E Indian Road Bldg-3
West Palm Beach, FL 33409
Ph#: (561) 683-8601
Fax: (561) 683-0121
Contact: Rob Ueltschi
Email: Robert.UELTSCHI@hubbard.com

Sunbeam Properties Inc
10212 USA Today Way
Miramar, FL 33025
Ph#: (954) 450-7904
Fax: (954) 433-0124
Contact: Scott Hodges
Email: shodges@wsvn.com



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CONTRACTS IN PROGRESS

<u>Class of Work</u>	<u>Contract Amt.</u>	<u>DOC</u>	<u>Completion</u>	<u>% Complete</u>	<u>Name/Address of Owner</u>
Prime Contractor SR408 Landscape Improvements ABC803	\$ 507,294	1/26/11	Jul-12	74%	Orlando Orange County Expy Auth. 4974 ORL Tower Rd Orlando, FL 32807 Contact: Benjamin J. Baker Phone: 407-806 4272
Prime Contractor FIN#250081-4/5-52-01 #T6246 SR7 (NW 7 Ave) ABC809	\$ 1,269,414	4/13/11	Feb-12	20%	Florida Department of Transportation 1000 NW 111 Ave Miami, Florida 33172 Contact: Farhang Esmailzadeh Phone: 305-640-7298
Sub-Contractor FIN#406870-1-52-01 T4190 SR9A/195 (PGA Blvd -Donald RossRd) ABC695	\$ 519,000	5/8/08	Feb-12	90%	Community Asphalt Corp 14005 NW 186 Street Hialeah, FL 33018 Contact: Igancio Halley Phone: (305)829-0700
Sub-Contractor Central Blvd Widening MDX 11211.030 ABC771	\$ 2,075,473	8/2/10	Jul-12	10%	Community Asphalt Corp 14005 NW 186 Street Hialeah, FL 33018 Contact: Igancio Halley Phone: (305)829-0700
Prime Contractor US1 Median/Airport ABC804	\$ 108,549	3/30/11	Apr-12	30%	City of Marathon 9805 Overseas Highway Marathon, FL 33050 Contact: Carlos Solis Phone: 305-289-5008
Sub Contractor Miami Senior High School ABC774	\$ 354,999	12/8/09	Aug-13	10%	MCM Corp 9805 Overseas Highway Marathon, FL 33050 Contact: Gredel del Toro Phone: (305) 642-2702
Prime Contractor FIN#411948-2-52-01 Contract# BDR86 ACB688	\$ 1,000,000	5/19/08	May-12	60%	Florida Department of Transportation 3400 W Commercial Blvd Ft Lauderdale, Fl 33309 Contact: Elisabeth A. Hassett, RLA, PM Phone: 954-777-4219



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CONTRACTS COMPLETED

<u>Class of Work</u>	<u>Contract Amt.</u>	<u>D.O.C.</u>	<u>Completed</u>	<u>% By Us</u>	<u>Name/Address of Owner</u>
Prime Contractor FIN#249653-2-52-01 cont#T6248 SR826 Palmetto Exp ABC782	\$ 712,502	10/28/10	Jul-11	100%	Florida Department of Transportation 1000 NW 111 Ave Miami, Florida 33172 Contact: Farhang Esmailzadeh Phone: 305-640-7298
Prime Contractor Sombrero Road Landscaping ABC774	\$ 98,621	9/21/10	Feb-11	100%	City of Marathon 9805 Overseas Highway Marathon, FL 33050 Contact: Carlos Solis Phone: 305-289-5008
Sub-Contractor Rickenbacker Causeway Recreational Facility ABC743	\$ 488,250	8/20/09	Nov-10	67%	The Redland Company Inc. 48 NE 15 Street Homestead, FL 33030 Contact: Juan Medina Phone: (305) 247-3226
Prime Contractor Patch Reef Park Irrigation & Sod Renovations ABC761	\$ 322,600	4/1/10	Oct-10	95%	City of Boca Raton 201 W. Palmetto Park Road Boca Raton, FL 33432 Contact: Michael J. Gagnon Phone: 561-239-1840
Prime Contractor Okeechobee Blvd Beautification FIN#411889-1-52-01 ABC756	\$ 264,750	2/3/10	Oct-10		City of West Palm Beach PO Box 3366 West Palm Beach, FL 33402 Contact: Jeff Halverson Phone: 561- 494-1092
Sub-Contractor FIN#227773-1-52-01/56-01 SR7(US441) ABC667 Increase by change orders	\$ 635,000 90,239	11/5/07	Aug-10	100%	Russell Engineering Corp. 2530 SW 36 Street Ft. Lauderdale, FL 33312 Contact Person: Brian Gibbs Phone: (954)321-3996
Prime Contractor MDX Project 50026 System Wide ABC601	\$ 2,000,000 3 year renewal	7/25/06	Jun-10	100%	Miami Dade Expressway Authority 3790 NW 21 Street Miami, Florida 33142 Contact: Rick Johnson Phone: 305-637-3277 x2142 Email: rjohnson@mdx-way.com
Sub-Contractor FIN#415308-1-52-01 (T4241) SR808 Glades Rd ABC760	\$ 119,814	5/26/10	Nov-10	100%	Community Asphalt Corp 14005 NW 186 Street Hialeah, FL 33018 Contact: Igancio Halley Phone: (305)829-0700
Prime Contractor Landscape Restoration Project Ph III ABC662	\$ 1,319,585	10/10/07	Nov-10	100%	City of Sunrise 10770 W Oakland Park Blvd. Sunrise, Florida 33351 Contact: Dave Abderhalden Phone: 954-572-2274



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VEHICLE & EQUIPMENT LIST

VEHICLES

<u>NO</u>	<u>Year</u>	<u>Vehicle Description</u>	<u>Serial Number</u>
AB10	1995	Chassis Freightliner	1FUVDZYB2SH598073
AB12	1990	Chevrolet 2500 Pick-up	1GCFC24K3LZ113448
AB16	1999	Chevrolet 2500 Pick-up	1GBGC24R5XR711424
AB32	2001	Ford F-750 Water Truck	3FDXF75N31MA20554
AB34	2001	Ford F350 Supercab	1FTSX30L41EA86952
AB68	1995	Freightliner Tractor Truck	1FUVDZYB1SH830257
AB69	2004	Ford F-350 SRW Super-Duty US5631	1FTSX30L64EB22287
AB70	2004	Ford F-350 SRW Super-Duty US5630	1FTSX30L84EB22291
AB72	2004	Ford F-750 Medium Duty US5883 (water truck)	3FRXF75474V607353
AB78	2004	Ford F-750 Flatbed	3FRXF75FX4V693646
AB80	2004	Ford F-750 XL US7121	3FRXF75GX4V694496
AB88	2005	Chevy Silverado 1500 US7329	1GCEC19X75Z148703
AB91	2005	Chevy Silverado USC010	1GCHK39U65E131870
AB92	2005	Chevy Silverado USC011	1GCHK39U55E132136
AB96	2005	Chevy Silverado 1500 USC150	1GCEC19XX5Z177774
AB97	2005	Chevy Trail Blazer	1GZESS16MX56142416
AB108	2005	Chevy Silverado 1500 USC470	1GCEC19X35Z256333
AB109	2005	Chevy C-Series USC246	1GBE4E1215F533801
AB110	2000	Freightliner Tractor Truck C120	1FUYSSEB1YL655826
AB116	2006	Chevy Silverado 1500 LT 4x4 USG053	2GCEK13T261186679
AB118	2006	Chevy Silverado 3500 USG196	1GCHK39U96E169742
AB119	2006	Chevy Silverado 3500 USG197	1GCHK39U76E113749
AB121	2006	Chevy Silverado 3500 USG195	1GCHK39U96E209186
AB122	2006	Chevy C4500 USG375	1GBE4C1266F15782
AB123	2006	Chevy Trail Blazer LS 4x2	1GNDS13S962102965
AB125	2006	GMC C7500 USG705	1GBM7C1396F400687
AB131	2006	Chevy Silverado 1500 Ecab USK225	1GCEK19V36E271005
AB132	2006	Chevy Silverado 1500 Ecab USK208	1GCEK19V46Z296715
AB134	2006	Chevy C4500 USK165	1GBE4E3GX6F408869
AB135	2005	Chevrolet Express (van) USK510	1GAHG39U351111187
AB137	2007	Chevrolet Silverado 3500 USK564	1GCHK39U77E107175
AB138	2006	Chevrolet Silverado 3500 USK565	1GCHK39U37E107593
AB139	2006	Chevrolet Silverado C4500 USK402	1GBE4E3G16F427665
AB140	2007	Chevrolet Silverado 1500 LT Cab USK799	2GCEK13C771524689
AB141	2007	Chevrolet Silverado 1500 LT1 4x4 USK801	2GCEK13CX71542426

AB142	2007	Chevrolet Silverado 1500 LT1 CAB USK800	2GCEK13C771537071
AB143	2007	Chevrolet Silverado C5500 USK798	1GBE5C1247F401538
AB144	2007	Chevrolet Silverado C7500 USK783	1GBM7C13X7F402854
AB145	2007	Chevrolet Silverado C7500 USK779	1GBM7C1347F402199
AB152	2007	Chevrolet Silverado 1500 CAB USM212	2GCEC13C171557412
AB157	2007	Chevrolet Colbalt LT 4DR Sedan USM466	1G1AL55F777358843
AB158	2007	Chevrolet Silverado 3500HD Ext. Cab USM486	1GCJC33607F558483
AB159	2007	Chevrolet C7500 Reg Cab USM688	1GBM7C1377F407493
AB167	2008	Chevy Colorado USS494	1GCCS199898118990
AB168	2008	Chevy Colorado USS493	1GCCS199998116715

TRAILERS

<u>NO</u>	<u>Year</u>	<u>Trailer Description</u>	<u>Serial #</u>
AB37	1994	Belshe Trailer (Yellow)	16F01423R1024512
AB39	2001	Belshe Trailer	16JF0142611035882
AB40	2001	Belshe Trailer	16JF0142X11035884
AB41	2000	Diamond Trailer	1C9US1625YR574410
AB42	1996	Eager Beaver AP10 trailer	112AAH204TLO44832
AB44	1972	East Trailer	DSO32474
AB45	1996	Fontaine Flatbed Trailer	13N248209T1567794
AB46	1989	Fontaine Flatbed Trailer	13N1452C9K1545216
AB47	1988	Great Dane	1GRAA9629JSO81803
AB67	2003	Belshe Trailer W12-EP	16JF0162831038153
AB74	2003	Belshe Trailer WB12- 2EP	16JF0162341039003
AB75	1991	Stoughton Trailer 11500	1DW1A4824MS732201
AB77	2004	Eager Beaver 10HDB trailer	112HAN3004L062742
AB79	1996	Utility Trailer. #OH-3194	1UYFS2454TA942414
AB94	2004	Belshe Trailer	16JF0162741040073
AB95	1976	Fontaine w/ Beavertail	DPT3504227777
AB102	2000	Belshe Trailer WB-2EP AQ16	16JF01429Y1034929
AB103	2001	Belshe Trailer WB-12-2EP AQ17	16JF0162311036453
AB107	1999	Triple Crown AQ15	27505080080991902
AB112	2005	Trailer 8x10 deluxe-	N/A
AB113	2005	Trailer 8x10 deluxe-	N/A
AB117	2005	Belshe Trailer WB12- 2EP	16JF0162251041102
AB124	2005	Soue Trailer	4Y3US14245S015921
AB130	2006	Belshe Trailer WB12- 2EP	16JF0162061042489
AB133	2006	Sure-Trac Dump Trailer	5JWTD142X61008008
AB153	2007	Belshe Trailer WB12- 2EP	16JF0162071043157
AB154	2007	Belshe Trailer WB12- 2EP	16JF0162371043170
AB155	2007	Belshe Trailer WB12- 2EP	16JF0162771043169
AB160	2007	Trailer SUCO 7000 LBS	1S9E0162271303636
AB161	2008	Fontaine Trailer	13N1482C871545104
AB164	2000	Kara Boat Trailer	5KTBS1711YF022390
AB164	1997	Carolina Skiff FbGlass Boat 13'8"	EKHJ31521697
AB166	2008	Triple Crown 6x12 Utility	1XNU6X12281025732

EQUIPMENT

<u>NO</u>	<u>Year</u>	<u>Equipment Description</u>	<u>Serial #</u>
AB49	1999	Bobcat 873	514126288
AB53	1999	Caterpillar 416C Backhoe	4ZN16442
AB54	1992	Ford Backhoe Loader 555C	A406291
AB55	1994	Ford New Holland L785 w/ Bucket	848168
AB56	1997	Ford New Holland LX 885 w/ Bucket	113223
AB57	1998	Ford New Holland LX 885	115150
AB58		Kubota Tractor B1700	10550
AB59		Kubota Tractor B7500DT	31729
AB60		Kubota Tractor L2600F	10362
AB61	1999	Massey Ferguson 1250 Tractor	GA3507
AB62	2003	Bobcat T200 Skid Steer Loader	518917225
AB63	1998	Caterpillar IT28G front end loader	8CR01368
AB65	2003	Bobcat S250 Skid Steer Loader	521313804
AB66		Caterpillar IT28G front end loader	8CR00695
AB71	2003	Caterpillar Backhoe 416D	BFP03305
AB73		Caterp. Skid Steer Loader 287 w/	CNY-00864
AB83	2004	Caterp. Skid Steer Loader 262B w/	PDT00567
AB84	2004	Mobark Tornado #13Drum Chipper	4S8SZ16104E023909
AB85	2004	Kubota Tractor M5700	11187
AB86	2004	Kubota Tractor B7410 DT	30241
AB87	2004	Kubota Tractor B7410 DT	30236
AB90	2004	Caterpillar Skid Steer Loader 262B	PDT01526
AB93	2004	Vermeer Trencher RT450	1VRX0721151000524
AB104	1999	Ditch Witch 3700 AQ18	3S0680
AB105	2000	Ditch Witch 3700 AQ19	3S1120
AB106	2000	Ditch Witch Trencher 1820 AQ20	1S2598
AB114	2005	Caterpillar Backhoe 416D	BFP15978
AB115	2005	Caterpillar Skid Steer Loader 262B	PDT02664
AB120		John Deere Tractor 4100	H213883
AB126	2006	Caterpillar Skid Steer Loader 262B	PDT03391
AB127	2006	Caterpillar Skid Steer Loader 262B	PDT00337
AB128	2006	Caterpillar Skid Steer Loader 262B	PDT03513
AB136	2006	Caterpillar Skid Steer Loader 262B	PDT04032
AB146	2007	Vermeer CX229 Mini Excavator	1VRY100R653000167
AB147	2007	Vermeer RT650-Ride-On Trencher	1VRZ0821951000334
AB149	2007	Caterpillar Skid Steer Loader 262B terra tires	PDT0464
AB150	2007	Caterpillar Skid steer 72GP Bucket	PDT04650
AB151	2007	Caterpillar Skid steer 72GP Bucket	PDT04639
AB156	1997	Caterpillar 928GZ Wheel Loader	DJD02645
AB165	2008	Bobcat Skid-Steer S300 Hi Flow	531117461
AB164	1997	Carolina Skiff Boat	EKHJ31521697
AB164	2009	Kara (carolina) Boat Trailer	5KTBS1711YF022390
AB169	1990	Carolina Fbglass Boat	CAIF0695C090
AB169	1985	Hori Boat Trailer	H24912851820
AB173	2008	Airboat	PAP00013E808
AB174	2009	Airboat trailer	1R5AB061591016052
	2007	36" Rapid Height Lawn Mower	38070
	2007	61" Velocity Turf Tiger Mower	C7400316
	2008	61" Velocity Kubota Scag Lawn Mower	D1000414
		BH-SQ160 Lawn Mower	12-08451



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/28/12

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).

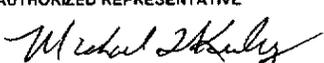
PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 James F. Murphy	954-776-2222 954-776-4446	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Arazoza Brothers Corporation Agri Brothers Corp. Arcost LLC Abre Investment LLP, Abre Hendry LLC Arco Partners LLC P.O. Box 924890 Princeton, FL 33092	INSURER A : Massachusetts Bay Ins Co		22306
	INSURER B : Hanover American Insurance Co		36064
	INSURER C : Hanover Insurance Co.		22292
	INSURER D : Bridgefield Casualty Ins Co		10335
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		LDJ838553106	08/05/11	08/05/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					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
						Emp Ben.	\$ 1,000,000
B	AUTOMOBILE LIABILITY		AZJ837787305	08/05/11	08/05/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
C	UMBRELLA LIAB		UHJ838553505	08/05/11	08/05/12	EACH OCCURRENCE	\$ 8,000,000
	EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR				AGGREGATE	\$ 8,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input type="checkbox"/> CLAIMS-MADE				Prod. Agg	\$ 8,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		019605966	04/01/12	04/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				E L EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E L DISEASE - EA EMPLOYEE	\$ 1,000,000
C	Leased & Rented Equipment		IHJ364248503	08/05/11	08/05/12	Each Item	200,000
						Aggregate	200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 *30 days notice of cancellation except 10 days notice for non-payment of the premium.

CERTIFICATE HOLDER SAMPLE CERTIFICATE	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 

Summit

...the people who
know workers' compSM

LOSS CONTROL SERVICES

February 21, 2002

Ms. Rosey Ferrino
Arazoza Brothers Corporation
Post Office Box 924890
Princeton, FL 33092

To Whom It May Concern:

Arazoza Brothers Corporation, including Agri Brothers Corporation and Aqualawn, Inc., has an active workers' compensation insurance policy with Bridgefield Employers Insurance Company.

We have reviewed and verified the compliance of their Drug-Free Workplace Program with the Florida requirements under F.S. 440.102.

Accordingly, we consider Arazoza Brothers Corporation, including Agri Brothers Corporation and Aqualawn, Inc., an active employer in good standing with the Drug-Free Workplace Program. We have issued premium credit applicable to their workers' compensation insurance policy effective March 10, 2000.

Sincerely,



Steven A. Smithson
Director

SAS:mlh

P.O. Box 1087 • Lakeland, FL 33802-1087
(863) 665-6060 • 1-800-282-7648 • Fax (863) 665-3546

www.summitholdings.com



Arazoza Bros., Corp.

P.O. Box 924890, Homestead, Florida 33092 - (305) 246-3223 - Fax (305) 246-0481

Certifications, Licenses and Qualifications

MBE Certifications	Exp Date
City of Orlando	3/31/2013
City of Tampa	3/31/2013
State of Florida Dept of Supplier Diversity "Florida Statewide"	1/18/2014
Southern Florida Minority Supplier Development	6/1/2012
Lee County	1/18/2014
Miami-Dade County Public Schools	6/6/2013

Contractor Licenses	Exp Date
State of Florida Registered Contractor CGC#1506166	8/31/2012
Collier County Contractor License #34894	9/30/2012
City of Delray Beach #123690	9/30/2012

Landscape Licenses	Exp Date
Dade County Occupational #222152-1	9/30/2012
Broward Tree Trimming #189C-129	9/30/2012
Broward County Occupational #324-0224739	9/30/2012
City of Delray Beach #123690	9/30/2012
Collier County Landscape License #18087	9/30/2012
Duval County/ City of Jacksonville #134124	9/30/2012
Palm Beach County #1996-09852	9/30/2012
Village of Royal Palm Beach	9/30/2012
Pesticide Commercial Applicator License #CM10001	10/31/2012
Pesticide Commercial Applicator License #CM11950	7/31/2012
DEP Stormwater Mgt Instructor DEP#221	

Irrigation Licenses	Exp Date
Dade County Occupational #407669-1	9/30/2012
Dade County Municipal #30-4076691	9/30/2012
Dade County CC #04P000860	9/30/2012
Broward County Occupational #182-000125	9/30/2012
Broward County CC#04-CLS-741-R	8/31/2012
City of Delray Beach	9/30/2012
Collier County Contractor License #27940	9/30/2012
Martin County CC#CIS4274	9/30/2012
Martin County Occupation #2005-518-0019	9/30/2012
Palm Beach County Occupational #2005-01572	9/30/2012
Palm Beach County CC#U-20084	9/30/2012

Qualifications	Exp Date
Florida Certified Landscape Contractor (FNGLA) #C30148	3/31/2013
FDOT Landscape Contractor Prequalification	6/30/2012
City of Clearwater	3/10/2012

AC# 4980714

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10060200549

DATE	BATCH NUMBER	LICENSE NBR
06/02/2010	000000000	CGC1506166

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

ARAZOZA, ALBERTO JOSE
ARAZOZA BROTHERS CORPORATION
15901 SW 242 STREET
HOMESTEAD FL 33031

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLIE LIEM
INTERIM SECRETARY

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
1st FLOOR
MIAMI, FL 33130

2011 LOCAL BUSINESS TAX RECEIPT 2012
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2012
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

552423-7

THIS IS NOT A BILL - DO NOT PAY

RENEWAL

BUSINESS NAME / LOCATION
ARAZOZA BROTHERS CORP
15901 SW 242 ST
33031 UNIN DADE COUNTY

RECEIPT NO. 407669-1
CC # 04P000960

OWNER
ARAZOZA BROTHERS CORP
Sec. Type of Business
196 SPECIALTY PLUMBING CONTRACTOR

WORKER/S
3

THIS IS ONLY A LOCAL
BUSINESS TAX RECEIPT. IT
DOES NOT PERMIT THE
HOLDER TO VIOLATE ANY
EXISTING REGULATORY OR
ZONING LAWS OF THE
COUNTY OR CITIES. NOR
DOES IT EXEMPT THE
HOLDER FROM ANY OTHER
PERMIT OR LICENSE
REQUIRED BY LAW. THIS IS
NOT A CERTIFICATION OF
THE HOLDER'S QUALIFICA-
TIONS.

DO NOT FORWARD

ARAZOZA BROTHERS CORP
ALBERT ARAZOZA PRES
PO BOX 924890
HOMESTEAD FL 33092

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR:

08/09/2011
60090000129
000075.00



SEE OTHER SIDE

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
1st FLOOR
MIAMI, FL 33130

2011 MUNICIPAL CONTRACTOR'S TAX RECEIPT 2012
MIAMI-DADE COUNTY - STATE OF FLORIDA
PURSUANT TO COUNTY CODE SEC. 10-24
EXPIRES SEPT. 30, 2012

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

THIS IS NOT A BILL - DO NOT PAY

RECEIPT NO. 30-4076691 CC NO: 04P000960

BUSINESS NAME / LOCATION
ARAZOZA BROTHERS CORP
15901 SW 242 ST
OWNER :ARAZOZA BROTHERS CORP

RECEIPT HOLDER MAY DO
BUSINESS AS A CONTRACTOR
AS SPECIFIED HEREON.

SEE BACK OF RECEIPT FOR
A LIST OF NON-PARTICIPATING
MUNICIPALITIES

SPECIALTY PLUMBING CONTRACTOR

Receipt holder must
register in the city
where work is to be
done.

DO NOT FORWARD

ARAZOZA BROTHERS CORP
ALBERT ARAZOZA PRES
PO BOX 924890
HOMESTEAD FL 33092

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLL. 08/09/2011
60090000130
000175.00



CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

0003

QUALIFYING TRADE(S)
LAWN SPRINKLER

04P000960

ARAZOZA BROTHERS CORPORATION

D.B.A.:

Albert Arazoza
ARAZOZA ALBERTO

Is certified under the provisions of Chapter 10 of Miami-Dade County

Charles Danger P E
Secretary of the Board
Miami-Dade County retains all property rights herein

www.miamidade.gov/building





The Florida Nursery, Growers & Landscape Association
Confers on

Eduardo Arazoza, Sr.

Certificate No. C33 0148

The Title of

FNGLA Certified Landscape Contractor (FCLC)



March 31, 2013

Expiration Date

April, 1998

Certified Since

Marty King

Harold [Signature]

Ben [Signature]

Henry [Signature]



State of Florida

*Minority, Women &
Service-Disabled Veteran*
Business Certification

Arazoza Brothers Corporation

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

01/18/2012 to 01/18/2014

John P. Miles, Secretary

Florida Department of Management Services
Office of Supplier Diversity

Southern Florida Minority Supplier Development Council



THIS CERTIFIES THAT

Arazoza Brothers Corporation

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®) and as adopted by the Southern Florida Minority Supplier Development Council

**NAICS Code(s): 561730 ; 562910

**Description of their product/services as defined by the North American Industry Classification System (NAICS)

06/01/2011

Issued Date

06/01/2012

Expiration Date

FL01907

Certificate Number

Beatrice Louissaint
Beatrice Louissaint, President, SFMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>.



An affiliate of the National Minority Supplier Development Council, Inc.® (NMSDC®)

State of Florida

Department of State

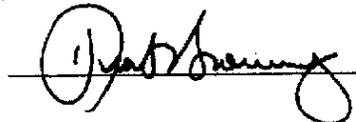
I certify from the records of this office that ARAZOZA BROTHERS CORPORATION is a corporation organized under the laws of the State of Florida, filed on February 22, 1988.

The document number of this corporation is K15656.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on March 28, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty Ninth day of March, 2011



Secretary of State



Authentication ID: 800199511128-032911-K15656

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

Alberto J. Arazoza
9700 S.W. 93 Avenue
Miami, Fl. 33176

**CAREER
OBJECTIVE**

To utilize my business, marketing, and sales experience to successfully run and operate a landscape and environmental contracting firm.

**WORK
EXPERIENCE
President**

Arazoza Brothers Corporation, Landscape and Irrigation Contracting Company (February, 1988 to present)

My responsibilities include, but are not limited to: Managing the daily in-house operation, Project design, project sales, preparing and finalizing all project bids, securing financial sources, overseeing collections, and supervising employees and office staff. Responsible for sales, marketing, advertising, and daily contact with the general public. Responsible for budgeting projects to secure the financial needs of the operation.

President of Agri-Brothers Corporation, (Oct 1995 to Present)

My responsibilities include, but are not limited to: managing and overseeing the operations of over 200 acres of wholesale nursery materials, securing financial sources, overseeing collections, and supervising employees and office staff.

**EDUCATIONAL
BACKGROUND**

Bachelor of Science in Business Administration,
specialization in marketing.

University of Florida, December 1987

Attended two years of graduate study; 1 year of Masters Business Administration at Florida International University, 1989 and 1 year of Masters Landscape Architecture at Florida International University 1990. Major GPA 3.0 / 4.0

Graduated Belen Jesuit Preparatory School 1984

Vice President of Student Council 1984

Additional Related Coursework:

Sales Management Marketing Research

Marketing Management Real Estate Analysis

Consumer Behavior

**PROFESSIONAL
AFFILIATIONS**

Member of Engineering Contractors Association

Florida Nurseryman Growers Landscape Association

Associated Landscape Contractors of America

Dade County Farm Bureau

Florida International University Presidents Council

REFERENCES

Available upon request.

Eduardo J. Arazoza
470 Campana Avenue
Coral Gables, Florida 33156

CAREER OBJECTIVE

To utilize my agricultural skills, background in nursery production, landscape design, and to successfully run and improve the operations of a landscape and environmental firm.

**WORK
EXPERIENCE**

Vice President

Arazoza Brothers Corporation, (February 1988 to present)
My responsibilities include but not limited to: Managing the daily field operations, supervising 85 employees in the field and superintendents, project management, layout, landscape design, purchasing of plants, equipment, and materials. Responsible for continuous research in the plant industry, ensure up-to-date techniques and procedures in the maintenance and installation of new material.

President

Edmar Farms , (December, 1986 to January, 1988).
Solicited new accounts and managed administrative and field operations.

**Sales
Manager**

Costa Nursery Farms, (July, 1984 to January, 1988).
Solicited new accounts, ensured customer satisfaction, and secured prompt delivery of orders.

**Production
Manager**

Costa Nursery Farms, (July, 1982 to July, 1984).
Analyzed plant production, inspected plants for diseases and growth schedules, and projected all inventory requirements.

**EDUCATIONAL
BACKGROUND**

Valley Forge Military Academy, 1984

**PROFFESIONAL
AFFILIATIONS**

Florida Nurseryman Growers Association,
Associated Landscape Contractors of America

REFERENCES

Available upon request.

Tedd A. Kenny
154 Temple Drive
Loxahatchee, FL 33470

CAREER OBJECTIVE

To utilize my skills in the greens industry to improve the operations of an established Environmental Services firm as well as increase quality and customer satisfaction.

**WORK
EXPERIENCE**

**General Manager
Certified Arborist**

Arazoza Brothers Corporation, August 2005 to Present

GM of landscape and irrigation services company managing the daily operations of installation of new landscape and irrigation; supervising project managers in the field; manage and oversee landscape maintenance operations; work with design teams for landscape and irrigation design build projects; manage and oversee fleet of equipment, mechanics and purchases. Conduct Business Development to attract new clients and business opportunities (e.g., wetland restoration and mitigation).
www.arazozabrothers.com

General Manager

DeAngelo Brothers, Corp. 1995 to 2005

GM of Environmental services company. Manager of southeast operations, responsible for day to day operations of 10 branch locations. Oversee budgets, purchasing, customer service, training, etc. Ensure compliance with all applicable local, state and federal laws and regulations.
www.dbiservices.com

Operations Manager

Plants For Tomorrow, Inc. 1989 to 1994

Operations Manager of environmental services company engaged in wetland mitigation services which included wetland planting and restoration, exotic vegetation removal and maintenance, wetland monitoring. Worked directly with nursery staff to coordinate plant needs for upcoming projects.

**EDUCATIONAL
BACKGROUND**

University of Florida, Gainesville, FL Extension Offices
Environmental Technology Academy, Tampa, FL

LICENSES

ISA Certified Arborist FL-6134A
Fla. Dept. of Agriculture Certified Pesticide Applicator # CM10001
ATSSA Worksite Traffic Supervisor ID #37

REFERENCES

Available upon request.

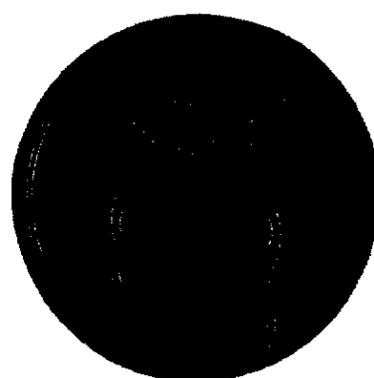
International Society of Arboriculture Certified Arborist

Jedd A Kenny

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist



Jim Skiera, Executive Director
International Society of Arboriculture



FL-6134A Nov 14, 2009 Dec 31, 2012
Certification Number Certified Since Expiration Date



SAFER ROADS SAVE LIVES

**AMERICAN TRAFFIC SAFETY
SERVICES ASSOCIATION**

This is to affirm that

ID #37

Mr. Tedd Kenny

has satisfactorily completed the

Florida Advanced Work Zone

Traffic Control Course

Date Completed: 12/3/2008 Status: Passed Final

Location: West Palm Beach, FL Instructor: Ms. Catherine G. V.

Date Refresher Course Required: 12/3/2012

QUALIFIED
STORM WATER MANAGEMENT
INSTRUCTOR



The undersigned hereby acknowledges that

Tedd Kenny

has successfully met all requirements necessary to be an
Instructor for the Florida Stormwater, Erosion, and Sedimentation
Control Inspector Training Program

May 20, 2005

Instructor # 221

John Abendroth

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

Tedd A. Kenny

has successfully met all requirements necessary to be fully certified through the Florida Department of Environmental Protection Stormwater, Erosion, and Sedimentation Control Inspector Training Program

May 12, 2005

Inspector #9345

8 PDHs - CEP00110

8 CEUs Provider 004-0001229/Course 0002207



John Abendroth

Environmental Technology Center

certifies that

Tedd Kenny

has successfully completed the

Florida Statewide Wetland Delineation Training Program (62-340 FAC)

Issued this certificate on this second day of August, 1996, in Tampa, Florida

Richard Chinn, C.E.T., Director of Training



Environmental Technology Center
8413 Laurel Fair Circle, Suite 200, Tampa, FL 33610-7355
Ph: 813-621-8848 Fax: 813-621-0153

Florida Department of Agriculture and Consumer Services

Pesticide Certification Office

Commercial Applicator License

License # CM10001

KENNY, TEDD ALLYN

154 TEMPLE DR

LOXAHATCHEE, FL 33470

Categories

6, 5A

Issued: November 12, 2008

Expires: October 31, 2012

Signature of Licensee

Charles H. Brunson

CHARLES H. BRUNSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

VOID

VOID



State of Florida
Department of Agriculture and Consumer Services
Pesticide Certification Office

COMMERCIAL PESTICIDE APPLICATOR LICENSE

Number: CM10001

TEDD ALLYN KENNY

This is to certify that the individual named above is a Commercial Pesticide Applicator and is licensed to purchase and apply restricted use pesticides in the following work related categories:

Right-Of-Way Pest Control, Aquatic Pest Control

This license is issued under the provisions of the Florida Pesticide Law, Chapter 487 F.S.

Charles H. Bronson

Charles H. Bronson
Commissioner of Agriculture

Issue Date: November 12, 2008

Expiration Date: October 31, 2012



Arozoza Bros., Corp.

P.O. Box 924890, Princeton, Florida 33092

TO:

City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Blvd.
Suite 390
St. Lucie, FL 34984

12 APR APR 11:02 30S

RECEIVED 11:02 31S

BID ENCLOSED

Bid No: 20110125-BM

Bid Title: Port St. Lucie Blvd Landscape Beautification
Grant LAP Project

To be opened: April 12, 2012 at 3:00PM

Attn Carli

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

REFERENCE FORM

Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.
(Please print or type)

BID #20110125-BM	
Title: Port St. Lucie Blvd. Reconstruction Project, LAP Funded	
Bidder Name/Company:	<u>Arazoza Brothers Corporation</u>
Reference Name:	<u>The de Maya Group Inc</u> Fax # <u>(805) 255-1926</u>
Email:	<u>AJ.demaya@demaya.com</u> Telephone #: <u>(805) 255-5713</u>
Person to contact:	<u>A. J. de maya</u>

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

Describe the scope of work of the contract awarded by your firm to this Bidder.
Landscaping & Irrigation

Was the project completed on time and within budget? Yes

What was the project completion date? most recent project 3/2/12

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

What problems were encountered (claims) if any? N/A

How many change orders were requested by this Bidder? N/A

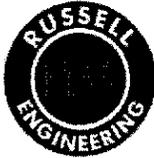
How would you rate the contractor on a scale of low (1) to high (10) for the following?

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

Would you contract with this Company again? Yes No Maybe
Comments: Arazoza Bros is a pleasure to work with they have worked on all our major projects ranging from \$3m to over \$100m.

Signature of Reference: *Carl Bailey*

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



RUSSELL ENGINEERING, INC.

Grading • Drainage • Utilities • Concrete • Bridges

April 18, 2012

To Whom It May Concern,

Russell Engineering, Inc has been working with Arazoza Brothers Corporation for more then 17 years, and completing (18) projects exceeding Four Million Six Hundred Thirty Thousand Dollars. We are pleased to report that all of our joint ventures have been and continue to be successfully conducted in a highly satisfactory, competent, and timely manner.

The Arazoza Brothers and staff have always been most courteous and willing to go the "extra mile" to get the job done. In their specialized field of landscaping and irrigation we have found their organization to be extremely qualified, knowledgeable, and possessing the necessary resources to more then adequately staff, manage, and timely complete all projects to date.

Arazoza Brothers Corporation is a company we do recommend with complete confidence. Should you have any particular questions or require additional information, please do not hesitate to call.

Sincerely,

*Brian J Gibbs
Vice President*

PC: Vendor File

REPLY TO:

2530 SW 36th Street Ft. Lauderdale, FL 33312
Phone: (954) 321-9336 • Fax: (954) 321-0621

10704 Portal Crossing Bradenton, FL 34211
Phone: (941) 757-0080 • Fax: (941) 757-0085

E-MAIL: info@russellengineering.com

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

REFERENCE FORM

Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.
(Please print or type)

BID #20110125-BM
Title: Port St. Lucie Blvd. Reconstruction Project, LAP Funded
Bidder Name/Company: Arazoza Brothers Corporation
Reference Name: Russell Engineering Corp Fax #: (884) 321 0621
Email: brian.g@russelleng.com Telephone #: (884) 321-9336
Person to contact: Brian Gibbs

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

Describe the scope of work of the contract awarded by your firm to this Bidder. Landscaping & Irrigation

Was the project completed on time and within budget? Yes

What was the project completion date? We have had many projects together

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

What problems were encountered (claims) if any? NONE

How many change orders were requested by this Bidder? NONE unless extra work was requested by owner

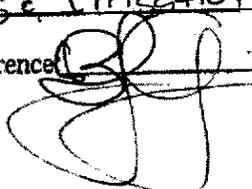
How would you rate the contractor on a scale of low (1) to high (10) for the following?

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

Would you contract with this Company again? Yes Absolutely No Maybe

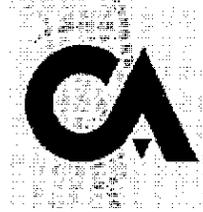
Comments: Arazoza Brothers, Inc is hands down the top Landscaping & Irrigation contractor in the state!

Signature of Reference



For OMB Use Only	
Reference Checked	
Clerk Checked	

Community Asphalt-OHL Group



**Community
Asphalt**

OHL Group

FROM

TO

Name: Ileana Aztiazarain

Phone: Fax: 917728717337

E-mail: iaztiazarain@cacorp.net

Sent: 4/25/12 at 5:29:56 PM

2 page(s) (including cover)

Subject: Reference Form

Comments:

As per your request.

Thanks,



Ileana Aztiazarain
Phone:(305) 884-9444 Ext:474
Fax:(305) 884-9449
Email:iaztiazarain@cacorp.net
www.cacorp.net

Attn: SUSANA.

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

REFERENCE FORM

Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.
(Please print or type)

BID #20110125-BM
 Title: Port St. Lucie Blvd. Reconstruction Project, LAP Funded

Bidder Name/Company: Arazoza Brothers Corporation

Reference Name: Community Asphalt H Corp. Fax #: (205) 884-9449
 Email: sherrera@cacorp.com Telephone #: (205) 884-9444

Person to contact: Susana Herrera

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

Describe the scope of work of the contract awarded by your firm to this Bidder.
landscape, Irrigation, sodding, etc.

Was the project completed on time and within budget? They have worked with CAC
 What was the project completion date? for the last 20 years and always have
 How many projects has this vendor completed for you within the past 5 years? 25 + completed on time
 What problems were encountered (claims) if any? None ever. + within budget.
Best Service and workmanship in this area.
 How many change orders were requested by this Bidder? Only as required
by owner as result of modifications to scope

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

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

Would you contract with this Company again? Yes No Maybe

Comments: _____

Excellent contractor,
Signature of Reference: Susana Herrera, Vice President.

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

TIME RECEIVED Apr 17 24, 2012 11:11:30 AM EDT REMOTE CSID DURATION PAGES STATUS RECEIVED

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

Attn: Robin

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

REFERENCE FORM

Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.
(Please print or type)

BID #20110125-BM
Title: Port St. Lucie Blvd. Reconstruction Project, LAP Funded

Bidder Name/Company: Arazoza Brothers Corporation

Reference Name: Russell Engineering Corp Fax #: (954) 321-0621
 Email: brian.g@russellengineering.com Telephone #: (954) 321-9330

Person to contact: Brian Gibbs

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

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

Was the project completed on time and within budget? _____

What was the project completion date? _____

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

What problems were encountered (claims) if any? _____

How many change orders were requested by this Bidder? _____

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

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

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

Comments: _____

Signature of Reference: _____

For OMB Use Only	
Reference Checked	
Clerk Checked	

TRANSMISSION VERIFICATION REPORT

TIME : 04/24/2012 11:17
NAME :
FAX :
TEL :
SER.# : 000D1N798419

DATE, TIME	04/24 11:16
FAX NO./NAME	919543210621
DURATION	00:00:21
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

TRANSMISSION VERIFICATION REPORT

TIME : 04/17/2012 09:11
NAME :
FAX :
TEL :
SER.# : 000D1N798419

DATE, TIME	04/17 09:11
FAX NO./NAME	919543210621
DURATION	00:00:18
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

4/20/12 Called
4/24/12 referred to
Attn Robin

TRANSMISSION VERIFICATION REPORT

TIME : 04/24/2012 11:15
NAME :
FAX :
TEL :
SER.# : 000D1N798419

DATE, TIME	04/24 11:13
FAX NO./NAME	919543210621
DURATION	00:01:24
PAGE(S)	00
RESULT	NG
MODE	STANDARD

NG: POOR LINE CONDITION

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

REFERENCE FORM

Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.
(Please print or type)

BID #20110125-BM
Title: Port St. Lucie Blvd. Reconstruction Project, LAP Funded
Bidder Name/Company: <u>Arazoza Brothers Corporation</u>
Reference Name: <u>American Engineering & Dev. Co.</u> Fax #: <u>(305) 825-9806</u>
Email: <u>mpahl@aedcorp.com</u> Telephone #: <u>(305) 825-9800</u>
Person to contact: <u>Michael Pahl</u>

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

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

Was the project completed on time and within budget? _____

What was the project completion date? _____

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

What problems were encountered (claims) if any? _____

How many change orders were requested by this Bidder? _____

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

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

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

Comments: _____

Signature of Reference: _____

For OMB Use Only	
Reference Checked	
Clerk Checked	

TRANSMISSION VERIFICATION REPORT

TIME : 04/24/2012 10:58
NAME :
FAX :
TEL :
SER.# : 000D1N798419

DATE, TIME	04/24 10:58
FAX NO./NAME	913058259806
DURATION	00:00:21
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

TRANSMISSION VERIFICATION REPORT

TIME : 04/17/2012 09:14
NAME :
FAX :
TEL :
SER.# : 000D1N798419

DATE, TIME	04/17 09:13
FAX NO. /NAME	913053411152
DURATION	00:00:23
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

*Called 4/24/12
Refaxed 4/24/12*

Att: ANDRES

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

REFERENCE FORM

Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.
(Please print or type)

BID #20110125-BM	
Title: Port St. Lucie Blvd. Reconstruction Project, LAP Funded	
Bidder Name/Company:	<u>Arazoza Brothers Corporation</u>
Reference Name:	<u>Candotte America Inc. Fax #: (305) 670-7462</u>
Email:	<u>Amendoza@Candotteamerica.com Telephone #: (305) 670-7585</u>
Person to contact:	<u>Andres Mendoza</u>

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

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

Was the project completed on time and within budget? _____

What was the project completion date? _____

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

What problems were encountered (claims) if any? _____

How many change orders were requested by this Bidder? _____

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

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

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

Comments: _____

Signature of Reference: _____

For OMB Use Only	
Reference Checked	
Clerk Checked	

TRANSMISSION VERIFICATION REPORT

TIME : 04/24/2012 11:12
NAME :
FAX :
TEL :
SER.# : 000D1N798419

DATE, TIME	04/24 11:12
FAX NO./NAME	913056707462
DURATION	00:00:19
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

TRANSMISSION VERIFICATION REPORT

TIME : 04/17/2012 09:24
NAME :
FAX :
TEL :
SER.# : 000D1N798419

DATE, TIME	04/17 09:24
FAX NO./NAME	913056707462
DURATION	00:00:22
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

4/24/12
Called / not in / CB

4/24/12 - Refused
to Andies Attn.

ATTN: SUSANA

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

REFERENCE FORM

Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.
(Please print or type)

BID #20110125-BM	
Title: Port St. Lucie Blvd. Reconstruction Project, LAP Funded	
Bidder Name/Company:	<u>Arazoza Brothers Corporation</u>
Reference Name:	<u>Community Asphalt Corp.</u> Fax #: <u>(305) 884-9449</u>
Email:	<u>sherrera@cacorp.net</u> Telephone #: <u>(305) 884-9444</u>
Person to contact:	<u>Susana Herrera</u>

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

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

Was the project completed on time and within budget? _____

What was the project completion date? _____

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

What problems were encountered (claims) if any? _____

How many change orders were requested by this Bidder? _____

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

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

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

Comments: _____

Signature of Reference: _____

For OMB Use Only	
Reference Checked	
Clerk Checked	

TRANSMISSION VERIFICATION REPORT

TIME : 04/24/2012 11:11
NAME :
FAX :
TEL :
SER.# : 000D1N798419

DATE, TIME	04/24 11:10
FAX NO./NAME	913058849449
DURATION	00:00:26
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

TRANSMISSION VERIFICATION REPORT

TIME : 04/17/2012 09:10
NAME :
FAX :
TEL :
SER.# : 000D1N798419

DATE, TIME	04/17 09:10
FAX NO./NAME	913058849449
DURATION	00:00:25
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

4/24/12 Called
4/24/12 Referred
to Suzanne
Attn.

Attn Carli

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

REFERENCE FORM

Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.
(Please print or type)

BID #20110125-BM
Title: Port St. Lucie Blvd. Reconstruction Project, LAP Funded

Bidder Name/Company: Arazoza Brothers Corporation

Reference Name: The de maya Group Inc Fax #: (305) 255-1935
 Email: A.J. demaya@demaya.com Telephone #: (305) 255-5713

Person to contact: A. J. de maya

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

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

Was the project completed on time and within budget? _____

What was the project completion date? _____

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

What problems were encountered (claims) if any? _____

How many change orders were requested by this Bidder? _____

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

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

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

Comments: _____

Signature of Reference: _____

For OMB Use Only	
Reference Checked	
Clerk Checked	

TRANSMISSION VERIFICATION REPORT

TIME : 04/24/2012 11:10
NAME :
FAX :
TEL :
SER.# : 000D1N798419

DATE, TIME	04/24 11:09
FAX NO./NAME	913052551935
DURATION	00:00:24
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

TRANSMISSION VERIFICATION REPORT

TIME : 04/17/2012 09:12
NAME :
FAX :
TEL :
SER.# : 000D1N798419

DATE, TIME	04/17 09:12
FAX NO./NAME	913052551935
DURATION	00:00:19
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

4/20/12 Called
4/24/12 refused
to Carl's Attn.