

ADDENDUM #4 - E-BID #20210060
E-BID REPLY EXCEL SPREADSHEET
McCarty Ranch Extension Water Quality
Restoration Project Area 4
REVISED SCHEDULE "A"

Date: 7/29/2021

Company Name: Loren Jock Trucking, Inc.

No.	FDOT Pay Item	Item Description	Unit	Current Quantity	Unit Cost	Item Cost
GENERAL ITEMS						
1	999-1	Mobilization / Videotape	LS	1	\$101,841.87	\$ 101,841.87
2	999-2	Dewatering	LS	1	\$40,745.15	\$ 40,745.15
3	999-3	NPDES Permitting / Monitoring / Reporting	LS	1	\$1,664.23	\$ 1,664.23
4	104-11	Floating Turbidity Barrier - Temporary	LF	1,000	\$7.74	\$ 7,740.00
5	104-13-1	Staked Silt Fence, Type III - Temporary	LF	16,216	\$1.58	\$ 25,621.28
6	104-15	Stabilized Construction Entrance / Sweeping	EA	1	\$4,322.41	\$ 4,322.41
7	199-1	Survey Staking & As-Builts	LS	1	\$45,336.23	\$ 45,336.23
8	110-1-1	Clearing & Grubbing / Demolition / Debris Removal	AC	164	\$402.49	\$ 66,008.36
9	160-4	Stabilized Access Road	SY	4,950	\$7.72	\$ 38,214.00
10	999-4	Abandon Existing Well-This item is deleted	LS	4	\$ -	\$ -
11	999-5	Exotic Vegetation Removal	LS	1	\$13,953.70	\$ 13,953.70
SUBTOTAL						\$ 345,447.23
DRAINAGE						
12	120-1	Regular Excavation	CY	210,000	\$1.05	\$ 220,500.00
13	120-6	Embankment (Use Onsite Material)	CY	210,000	\$0.55	\$ 115,500.00
14	999-6	Ditch Demucking and Unsuitable Material Excavation	CY	3,000	\$2.05	\$ 6,150.00
15	999-7	Ditch and Unsuitable Material Backfill	CY	30,000	\$1.70	\$ 51,000.00
16	425-1-581	DT Bot Type H Inlet (4-Grate) < 10'	EA	3	\$8,589.74	\$ 25,769.22
17	425-1-521	DT Bot Type C Inlet < 10'	EA	2	\$10,892.61	\$ 21,785.22
18	999-8	Sand Filter Diaphragm (ASTM C-33 Sand)	CY	205	\$100.44	\$ 20,590.20
19	999-9	8" Diameter HDPE	LF	446	\$33.85	\$ 15,097.10
20	999-10	AC-31 Flatback Gate-36" Rectangular (Per Detail)	EA	3	\$7,691.44	\$ 23,074.32
21	430-175-36	Pipe Culvert 36" CAP	LF	327	\$112.36	\$ 36,741.72
22	430-175-48	Pipe Culvert 48" CAP	LF	535	\$171.84	\$ 91,934.40
23	430-175-60	Pipe Culvert 60" CAP	LF	130	\$278.63	\$ 36,221.90
24	999-11	Monitoring Deck (Access Walk)	LS	1	\$28,959.23	\$ 28,959.23
25	999-12	Staff Gauge	EA	3	\$2,134.08	\$ 6,402.24
26	530-30	Riprap (Bank & Shore)	TN	2,813	\$51.33	\$ 144,370.38
27	530-3-4	Riprap (Ditch Lining)	TN	1,574	\$78.37	\$ 123,348.57
SUBTOTAL						\$ 967,444.50
PUMP STATION						
28	519-78	Bollards (Chain/Lock)	LS	1	\$1,565.53	\$ 1,565.53
29	999-13	36" F-55 Flange Flap-Gate	EA	1	\$8,822.73	\$ 8,822.73
30	999-8	Sand Filter Diaphragm (ASTM C-33 Sand)	CY	70	\$105.44	\$ 7,380.80
31	1080-24-136	Gate Valve (36")	EA	2	\$70,048.12	\$ 140,096.24
31	1055-31-236	Tee (36")	EA	1	\$24,839.23	\$ 24,839.23
32	1055-31-136	45 Degree Bend (36")	EA	6	\$13,289.71	\$ 79,738.26
32	999-9	8" Diameter HDPE	LF	94	\$41.09	\$ 3,862.46
33	1080-29-136	Mechanical Joint Restraint	EA	17	\$4,405.72	\$ 74,897.24
33	430-175-136	Connect to Existing 36" DIP	LS	1	\$27,002.23	\$ 27,002.23
34	430-175-36	36" C-900 PVC	LF	550	\$737.33	\$ 405,531.50
34	430-175-36	36" DIP	LF	84	\$920.62	\$ 77,332.08
35	999-14	Energy Dissipator (Conc. Pad/Pilings/Walls)	LS	1	\$58,175.97	\$ 58,175.97
SUBTOTAL						\$ 909,244.27
PLANTING & GRASSING						
36	570-1-2B	Performance Turf (Hydro-seeding)	SY	300,000	\$0.65	\$ 195,000.00
37	999-15	Seed/Mulch	SY	200,000	\$0.37	\$ 74,000.00
SUBTOTAL						\$ 269,000.00
TOTAL						\$ 2,491,136.00
ALTERNATE PLANTING & GRASSING						
38	570-1-2B	Bahia Sod	SY	10,000	\$2.40	\$ 24,000.00
39	999-16	Indigo Snake Refugia Rock	CY	100	\$56.81	\$ 5,681.00
SUBTOTAL						\$ 29,681.00
ALTERNATE TOTAL						\$ 2,520,817.00

Notes:

Testing by the City of Port St. Lucie.
Unit pricing is limited to 2 decimals.
Example: \$5.2555 is unacceptable - \$5.25 is acceptable.

E-Bid Reply Sheet #20210060
McCarty Ranch Extension Water Quality Restoration Construction Project
Area 3

1. **COMPANY NAME:** Loren Jock Trucking, Inc.

DIVISION OF: _____

PHYSICAL ADDRESS: 4140 SE Robert Loop Rd. Stuart, FL 34997

MAILING ADDRESS: 4140 SE Robert Loop Rd.

CITY, STATE, ZIP CODE: Stuart, FL 34997

TELEPHONE NUMBER: 772-888-3614 FAX NO. 772-872-5142

CONTACT PERSON: Bill Gore E-MAIL: Bill@LorenJockTrucking.com

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

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

Mark Jock

 President

David Jock

 Vice President

Mark Jock

 Treasurer

How long in present business: 40+ How long at present location: 3+

Total number of staff at this location: 20

Total number of staff for your firm within the Treasure Coast area: 20

SFWMD-SBE =
 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	07/13/2021	5	07/29/2021
2	07/20/2021		
3	07/29/2021		
4	07/29/2021		

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

5. **BID RESPONSE:**

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

5.2 Percentage of discount when payment is made with Visa: 0.05 %

*Please Note: The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

5.3 Bid Reply Total from Schedule "A": \$ 2,520,817.00

(This figure must match the E-Bid Reply Excel Spreadsheet and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20210060 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

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 shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

6. **INSURANCE/CERTIFICATES/LICENSE** - Bidders are required, in accordance with Bid document Section X, 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. **CERTIFICATION**

This bid is submitted by: Name (print) Mark Jock 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

McCarty Ranch Ext. WQR Construction Project – Area 4

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.

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



Signature

President

Title

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

Balance of page left intentionally blank

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Loren Jock Trucking, Inc. does:

(Name of Business)

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

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



Bidder's Signature

08-02-2021

Date

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Loren Jock Trucking, Inc.
4140 SE Robert Loop Rd.
Stuart, FL 34997

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 5%

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

E-Bid 20210060 McCarty Ranch Extension Water Quality Restoration Project, Area 4,

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

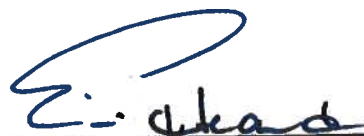
Signed and sealed this 3rd day of August, 2021

Loren Jock Trucking, Inc.

(Principal)

(Seal)

(Witness)



(Witness) Eileen Heard

By:

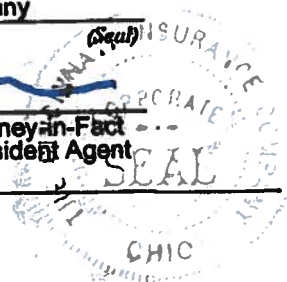
(Title)

The Cincinnati Insurance Company

(Surety)

By:

(Title) Kevin R. Wojtowicz Attorney-in-Fact
and Florida Licensed Resident Agent



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

Charles J. Nielson; David R. Hoover; Kevin R. Wojtowicz; Charles D. Nielson; Daniel F. Oaks; Laura D. Mosholder; Don Bramlage; Emily Golecki; Jarrett Merlucci; Shawn A. Burton; Edward M. Clark; Jessica P. Reno; Ian A. Nipper; Joseph P. Nielson; Edwin Turner, IV; Dale Belis; Richard Zimmerman; Daniel Cardenas and/or Christian Collins

of Miami Lakes, Florida

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

Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00).

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

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

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

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

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



THE CINCINNATI INSURANCE COMPANY

Shawn A. Burton

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

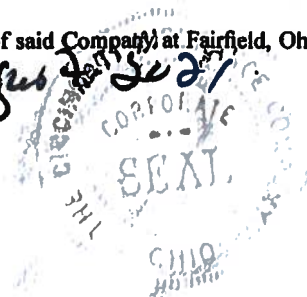


Mark J. Huller

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

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

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 3rd day of August 2017



Steve D. Dan

Secretary

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Loren Jock Trucking, Inc.	
	2 Business name/disregarded entity name, if different from above (Same as line 1)	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 4140 SE Robert Loop Rd.	Requester's name and address (optional)
	6 City, state, and ZIP code Stuart, FL 34997	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	0	-	3	9	3	3	1	4	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶ 1/31/2020
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/26/2021

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 have ADDITIONAL INSURED provisions or 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).

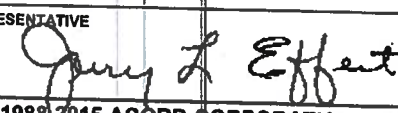
PRODUCER BENEFITS FINANCIAL AUTO INS INC. 11710 SE FED HWY HOBE SOUND FL. 33455 A075936		CONTACT NAME: PHONE (A/C, No, Ext): (772) 545-1030 E-MAIL ADDRESS: FAX (A/C, No): (772) 545-0076	
INSURED LOREN JOCK TRUCKING INC. DAVID JOCK 4140 SE ROBERT LOOP RD STUART, FL 34997		INSURER(S) AFFORDING COVERAGE INSURER A: AXIS INS.COMPANY NAIC # 26620 INSURER B: INSURER C: PROGRESSIVE INS CO. 10193 INSURER D: COMMERCE %INDUSTRY INS. 19410 INSURER E: ASSOCIATED INDUSTRIES 23140 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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	L306000040-1	4/28/2021	4/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY	X X	03905185-3	9/22/2019	9/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED RETENTION \$	X X	EBU048197292	4/28/2021	4/28/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A X	AWC1145528	3/7/2021	3/7/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	POLLUTION	X X	L306000040-1	1/16/2021	1/16/2022	CLAIMS MADE 1,000,000

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

CERTIFICATE HOLDER	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 



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GORE, WILLIAM M

LØREN JOCK TRUCKING, INC.
4140 SOUTHEAST ROBERT LOOP ROAD
STUART FL 34997

LICENSE NUMBER: CGC1528326

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Department of State

I certify from the records of this office that LOREN JOCK TRUCKING, INC. is a corporation organized under the laws of the State of Florida, filed on March 5, 2004, effective March 5, 2004.

The document number of this corporation is P04000041220.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 17, 2020, and that 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 the State of Florida
at Tallahassee, the Capital, this
the Seventeenth day of January,
2020*



Randy R. Lee
Secretary of State

Tracking Number: 3238747950CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2020 - 2021

**MARTIN COUNTY
BUSINESS TAX RECEIPT**

Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Account 1994-275-0230 Cert
Category 275 Sic No 235930
Phone (772)287-5125
Location 6776 SW CHASE CT

Lic Fee 26.25
Penalty 0.00
Coll-Fee 0.00
Transfer 0.00



TOTAL 26.25

JOCK, LOREN

L JOCK TRUCKING

Has satisfied requirements to engage in the business profession
or occupation of 275 EXCAVATING/REMOVAL/TRUCKING/DEMOL
at location listed for the period beginning on
July 06, 2020

L JOCK & SONS
6776 SW CHASE CT
STUART, FL 34997

AND ENDING September 30, 2021

INT-19-00226671 PAID

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 4140 SE Robert Loop Rd. Stuart, FL 34997, this 2nd day of Aug, 2021
(Location)

Name of Organization/Contractor: Loren Jock Trucking, Inc.

By: Mark Jock, President
Name and Title

- 1. Corporation, Partnership, Joint Venture, Individual or other? Corporation
- 2. Firm's name and main office address, telephone and fax numbers

Name: Loren Jock Trucking, Inc.

Address: 4140 SE Robert Loop Rd.
Stuart, FL 34997

Telephone Number: 772-888-3614

Fax Number: 772-872-5142

3. Contact person: Bill Gore Email: Bill@LorenJockTrucking.com

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

5. How many years has your organization been in business? 40+

6. The Contractor responsible for the construction of the proposed water farming project must demonstrate the necessary experience and technical knowledge to successfully construct the water farming project without delay and within the allotted contract time. List five (5) water farming 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: Please refer to the included "List of Similar Projects"

Description & year completed: _____

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name: [Please refer to the included "List of Similar Projects"](#)

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name: [Please refer to the included "List of Similar Projects"](#)

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name: Please refer to the included "List of Similar Projects"

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 5

Project Name: Please refer to the included "List of Similar Projects"

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

7. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional pages if necessary. **Attach all licenses and certifications that qualify them to perform the work.**

Please refer to the included "List of Subcontractors & Suppliers"

- 8. Bidders are to provide a brief explanation of the Bidder’s firm’s approach to the Work to ensure the project is completed in accordance with the Contractual Timelines included within the Contract. Provide a detailed operation plan for completing this project in the required time frame. Bidders are to include a preliminary bar chart (Gantt chart) type schedule with the anticipated start and finish dates for major work items to include the number of crews and the equipment to be used on this project.

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

Insert additional projects if needed.

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

Yes () No (X)

If yes, please explain:

- 11. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

There are no pending or completed lawsuits in the past five years against this corporation or individuals with more than ten-percent interest.

(N/A is not an acceptable answer - insert lines if needed)

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

There have been no judgments or lawsuits against the corporation or against individuals of the corporation in the last five years.

(N/A is not an acceptable answer - insert lines if needed)

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

There are no criminal violations and/or convictions of the Proposer and/or Principals.

(N/A is not an acceptable answer - insert lines if needed)

14. The Contractor will comply with Contract Provisions for EPA-Funded Agreements to include requiring all subcontractors to meet the same insurance requirements listed in the bid documents as well as listing the agency as additionally insured. See Attachment I.

Yes X No _____

15. The Contractor will comply with all requirements of the South Florida Water Management District Funded Agreement to include requiring all subcontractors to meet the same insurance requirements listed in the bid documents as well as listing the agency as additionally insured. See Attachment M.

Yes X No _____

16. The Contractor will comply with all applicable federal and state laws and regulations, to include 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Yes X No _____

Authorized Signature:  Type text here

Printed Name: Mark Jock

Date: 08-02-2021

Balance of page left intentionally blank

NOTICE TO ALL PROPOSERS:

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The “cone of silence” is in effect for this solicitation from the date the E-BID is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Such contact may result in the vendor being disqualified. All contact must be coordinated through Robyn Holder, for the procurement of these services.

All questions regarding this E-BID or Solicitation are to be submitted in writing to Robyn Holder, Procurement Manager with the Procurement Management Department via e-mail rholder@cityofpsl.com, or by phone 772-344-4293. Please reference the E-BID/Solicitation number on all correspondence to the City.

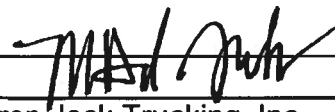
All questions, comments and requests for clarification must reference the E-BID/Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

*NOTE: All addendums and/or any other correspondence (general information, question and responses) to this E-BID will be made available exclusively through the DemandStar website for retrieval. Proposers are solely responsible for frequently checking this website for updates to this E-BID.

Type text here

I understand and shall fully comply with all requirements of City of Port St. Lucie Ordinance 20-15, Section 35.13.

Typed Name: Mark Jock
Signed: 
Company & Job Title: Loren Jock Trucking, Inc. - President
Date: 08-02-2021

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20210060

**PROJECT TITLE: McCarty Ranch Extension Water Quality Restoration Construction Project
Area 4**

State of Florida }

County of Martin }

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

1. They are President of Loren Jock Trucking, Inc. the Bidder that
(Title) (Name of Company)

has submitted the attached bid;

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

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

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

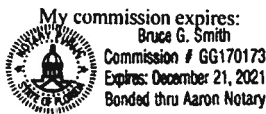
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]
(Title) President

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

The foregoing instrument was acknowledged before me this 08-02-2021
(Date)

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



[Signature] Bruce G. Smith
Notary (print & sign name)
Commission No. GG170173



Current Job List

- 139-20 Hibiscus Blvd. at Harris Road Storm Pipe Replacement
- 140-20 Dredged Material Mgmt Area BV-11 Construction
- 143-21 Herbert Hoover S-284 HP-5
- 146-21 Ray Bullard – City of West Melbourne
- 147-21 City of Sebastian

(772) 888-3614 Office • (772) 872-5142 Fax
4140 SE Robert Loop Rd. • Stuart • Florida • 34997

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20210060
PROJECT TITLE: McCarty Ranch Extension Water Quality Restoration
Construction Project, Area 4

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: McCarty Ranch Extension Water Quality Restoration Construction Project, Area 4

Project Location: McCarty Ranch, 12525 Rangeline Road, Port St. Lucie, 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 Contractors 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:

<u>Five Thousand</u> Dollars	<u>\$5,000.00</u>
(Written)	(Figures)

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

Certified: Loren Jock Trucking, Inc.
(Company-Contractor)
By: Mark Jock  President
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in Martin County, Florida on the 2 day of August, 2021



B. G. Smith
NOTARY PUBLIC

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20210060

PROJECT TITLE: McCarty Ranch Extension Water Quality Restoration Construction Project
Area 4

SUBSTITUTION SHEET

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

McCarty Ranch Ext. WQR Construction Project – Area 4

**CITY OF PORT ST. LUCIE, FLORIDA
SEALED E-BID NO. 20210060**

**PROJECT TITLE: McCarty Ranch Extension Water Quality Restoration Construction Project
Area 4**

BUY AMERICA CERTIFICATE OF COMPLIANCE

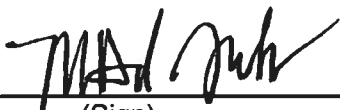
CERTIFICATE OF COMPLIANCE



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: Loren Jock Trucking, Inc.

Authorized By:  Mark Jock
(Sign) (Print Name)

Type text here Title: President Date: 08-02-2021

**CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20210060**

**PROJECT TITLE: McCarty Ranch Extension Water Quality Restoration Construction Project
Area 4**

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: Loren Jock Trucking, Inc.

Authorized By:  Mark Jock
(Sign) (Print Name)

Title: President Date: 08-02-2021

*****ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE*****

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20210060
PROJECT TITLE: McCarty Ranch Extension Water Quality Restoration Construction Project
Area 4

***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;

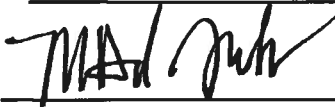
(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public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

Authorized By:  Mark Jock
(Sign) (Print Name)

Title: President Date: 08-02-2021

McCarty Ranch Ext. WQR Construction Project – Area 4

E-BID #20210060

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

**PROJECT TITLE: McCarty Ranch Extension Water Quality Restoration Construction Project
Area 4**

375-040-68
PROCUREMENT
06/11

Contract No: 20210060

Financial Project No(s): _____

Project Description: McCarty Ranch Extension Water Quality Restoration Construction Project

Vendor acknowledges and agrees to the following:

Vendor:

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: Loren Jock Trucking, Inc.

Authorized Signature:  Mark Jock

Title: President

Date: 08-02-2021

List of Similar Projects:



Project Reference Sheet

Project: Caloosahatchee River (C43) West Basin Storage Reservoir Project Access Roads, LaBelle, FL

Owner / Contact: South Florida Water Management District
Tom McKernan
(561) 682-2673 Office
(561) 662-5453 Cell
tmckerna@SFWMD.GOV

Prime Contractor / Contact: Loren Jock Trucking, Inc.
Bill Gore
(941) 735-4088 Cell
bill@lorenjocktrucking.com

Original Contract Amount: \$ 3,000,000.00

Change Orders: \$ 39,153.85

Final Contract Amount: \$ 3,039,153.85

Completion Date: March 2019

Project Description:

Includes construction of approximately 16 miles of shell rock roadway, installation of approximately 2,500 LF of culverts, design and installation of a road crossing over the Roberts/Banana Branch Canal and the removal of existing culverts and temporary canal plugs.

The LJT design for the road crossing over the Roberts/Banana Branch Canal consisted of (3) three 72" Welded Steel Corrugated Pipes each 150 long with joints connected with a welded adjustable band. The canal required bottom grading and bypass continuous water flow with backfill in aqueous and dry conditions to establish a crossing to ultimately accommodate unrestricted truck and equipment access across the canal. The ultimate configuration included slope stabilization utilizing a riprap system and a haul road constructed from FDOT shell rock.

This project was constructed in an environmentally sensitive area that was occupied by SFWMD, the USACE and other Contractors performing other work. LJT accommodated all access needs and worked closely with the SFWMD to coordinate all haul routes and material deliveries. LJT secured an NPDES permit and complied with the existing SFWMD & USACE permits. Daily observation for threatened and endangered species was performed and regular inspection and safety checks on all equipment and labor PPE.

Equipment:

LJT is debt averse and as such owns nearly all of its equipment outright. Custom Long Reach excavators, loaders and material handling are allocated via this bid process to this project and it is expected little to no rental equipment will be needed. Should it become necessary to rent equipment, LJT has the financial capacity and accounts in place to rapidly augment on site needs as needed seamlessly throughout the duration of the project.

Financial:

LJT has an established bond program that affords it the ability to bond up to 33 million per individual projects with a total aggregate bond potential that exceeds 30 million. LJT has the financial capacity to early procure materials and start the work timely, while continuously maintaining full time presence through project completion.

Relevancy and Key Personnel:

Bill Gore (LJT Project Manager) served as the on-site Project Manager on this project due to the complexity of work and need for technical expertise from preconstruction through final completion. LJT intends to utilize Bill Gore in this same role on this project and will augment his field presence with a full-time on-site superintendent.

Pipe Installations	Clearing and Grubbing	Dewatering
Road Base	Earthwork	Survey & Asbuilts
Excavation	Maintenance of Local Traffic	Flood Control Gates
Embankment	Dewatering	Catwalks / Platforms
Welded Steel Corrugated Pipe	Culvert Installations	Environmental Compliance

Bill Gore is a 25-plus year construction veteran whom has a long list of successfully completed projects throughout South Florida. Bill graduated from the University of South Florida with a Civil Engineering Degree and is a Licensed General Contractor. He possesses the necessary certifications and competency for OSHA, FDEP, FDOT, CGC and others pertinent to this work. Bill's strong site presence and professional attitude allows him to be owner friendly while continuously planning ahead to prevent costly delays.

Miscellaneous Progress Photos During Construction





Project Reference Sheet

Project: Rolling Meadows Parcel B Restoration
Polk County, FL

Owner / Contact: South Florida Water Management District
Howard "Buff" Searcy
(561) 242-5520 Ext 4215
(561) 352-7990 Cell
HSearcy@SFWMD.GOV

Prime Contractor / Contact: Douglas N. Higgins, Inc.
Matt DeLuca
(941) 921-5000
(941) 465-8358 Cell
MattD@DNHiggins.Com

Original Contract Amount: \$3,742,000.00
Change Orders: \$ 188,118.15
Final Contract Amount: \$3,930,118.15

Completion Date: February 2017

Project Description:

Douglas N. Higgins, Inc. was the Prime Contractor on this project. Loren Jock Trucking, Inc. was the Primary Subcontracted to perform all the import and installation of the road base, dewatering, earthwork, slope stabilization, riprap, culvert installations and risers and gate installations.

The project location was in Polk County, FL with project boundary of nearly 4,000 acres and 13 structure locations. Rolling Meadows is similar to this project in that it has nearly all of the required construction elements, including but not limited to, pre and post survey as-built, road base, slope grading and stabilization, borrow, embankment, riprap systems, culvert installations, grassing, NPDES permitting and environmental requirements and dewatering and cast in place concrete.

In addition, Rolling Meadows had water gate manufacturing, delivery, installation and testing. Furnish and install of staff gauges, tuff-booms while working in an environmentally sensitive area that is in a remote location.

Owner required modifications to the soil stabilization and other structural components extended the project duration and total project cost. LJT completed all of its work on time with minor cost increases due to the increase in import materials and had little to no punch work items at the conclusion of this project.

Equipment:

LJT is debt averse and as such owns nearly all of its equipment outright. Custom Long Reach excavators, loaders and material handling are allocated via this bid process to this project and it is expected little to no rental equipment will be needed. Should it become necessary to rent equipment, LJT has the financial capacity and accounts in place to rapidly augment on site needs as needed seamlessly throughout the duration of the project.

Financial:

LJT has an established bond program that affords it the ability to bond up to 5 million per individual project with a total aggregate bond potential that exceeds 20 million. LJT has the financial capacity to early procure materials and start the work timely, while continuously maintaining full time presence through project completion.

Relevancy and Key Personnel:

Bill Gore (LJT Project Manager/Superintendent) served as the Prime Contractor's on-site Project Manager/Superintendent on this project due to the complexity of work and need for technical expertise from preconstruction through final completion. LJT intends to utilize Bill Gore in this same role on this project and will augment his filed presence with a full time on site superintendent.

Clearing and Grubbing	Earthwork	Survey and Asbuilts
Excavation	Embankment	Sand Cement Riprap
Dewatering	Maintenance of Local Traffic	Culvert Installations
Environmental Compliance	Catwalks / Platforms	Sheetpiling

Bill Gore is a 25-plus year construction veteran whom has a long list of successfully completed projects throughout South Florida. Bill graduated from the University of South Florida with a Civil Engineering Degree and possesses necessary certifications and competency for OSHA, FDEP, FDOT, CGC and others pertinent to this work. Bill's strong site presence and professional attitude allows him to be owner friendly while continuously planning ahead to prevent costly delays.

Miscellaneous Progress Photos During Construction





Project Reference Sheet

Project: Homosassa Southfork Water Quality Improvements, Citrus County, FL

Owner / Contact: Citrus County
Quincy Wylupek
(352) 527-5488 Office
(352) 400-0621 Cell
quincy.wylupek@citrusbocc.com

Prime Contractor / Contact: Loren Jock Trucking, Inc.
Bill Gore
(941) 735-4088 Cell
bill@lorenjocktrucking.com

Original Contract Amount: \$ 1,000,000.00
Change Orders: \$ 10,944.00
Final Contract Amount: \$ 1,010,944.00

Completion Date: February 2019

Project Description:

Includes working in an environmentally sensitive area to construct drainage pipe, ponds, a forebay and improved access through import fill. Work included installation, monitoring and maintenance of BMPs discharging into waters of the state, temporary and permanent access into the site, clearing and grubbing, excavating, embankment, cast in place diversion weir, concrete culverts, miter ends and FDOT inlets and manholes.

This project was constructed in an environmentally sensitive area that was monitored by SWFWMD, the FDEP with a USACE Permit. The entry road was through an occupied area with residences and business that required access at all times. LJT accommodated all access needs and worked closely with Citrus County, SWFWMD and the CEI team to coordinate all haul routes and material deliveries. LJT secured an NPDES permit and complied with the existing FDEP & USACE permits. Daily observation for threatened and endangered species was performed and regular inspection and safety checks on all equipment and labor PPE.

Equipment:

LJT is debt averse and as such owns nearly all of its equipment outright. Excavators, loaders, Dozers and material handling are allocated via this bid process to this project and it is expected little to no rental equipment will be needed. Should it become necessary to rent equipment, LJT has the financial capacity and accounts in place to rapidly augment on site needs as needed seamlessly throughout the duration of the project.

Financial:

LJT has an established bond program that affords it the ability to bond up to 33 million per individual projects with a total aggregate bond potential that exceeds 30 million. LJT has the financial capacity to early procure materials and start the work timely, while continuously maintaining full time presence through project completion.

Relevancy and Key Personnel:

Bill Gore (LJT Project Manager) served as the on-site Project Manager on this project due to the complexity of work and need for technical expertise from preconstruction through final completion. LJT intends to utilize Bill Gore in this same role on this project and will augment his field presence with a full-time on-site superintendent.

Pipe Installations
Road Base
Excavation
Embankment

Clearing and Grubbing
Earthwork
Maintenance of Local Traffic
Dewatering

Dewatering
Survey & Asbuilts
Flood Control Weir
Environmental Compliance

Bill Gore is a 25-plus year construction veteran whom has a long list of successfully completed projects throughout South Florida. Bill graduated from the University of South Florida with a Civil Engineering Degree and is a Licensed General Contractor. He possesses the necessary certifications and competency for OSHA, FDEP, FDOT, CGC and others pertinent to this work. Bill's strong site presence and professional attitude allows him to be owner friendly while continuously planning ahead to prevent costly delays.

Miscellaneous Progress Photos During Construction





Project Reference Sheet

Project: Rio Vista / Riverview Outfall Project Town of Sewells Point, FL

Owner / Contact: Town of Sewells Point
Gary Jones
(772) 215-0387 Office
gjones@gocaptec.com

Prime Contractor / Contact: Loren Jock Trucking, Inc.
Bill Gore
(941) 735-4088 Cell
bill@lorenjocktrucking.com

Original Contract Amount: \$ 246,685.60
Change Orders: \$ 0.00
Final Contract Amount: \$ 246,685.60

Completion Date: February 2019

Project Description:

Includes working in an environmentally sensitive, coastal area to construct outfall repairs, permanent sheetpiling, drainage pipe, structures and import fill. Work included installation, monitoring and maintenance of BMPs discharging into waters of the state with a (o) NTU, temporary and permanent maintenance access into the site, clearing and grubbing, excavating, embankment, cast in place diversion headwall, concrete collars, culverts and FDOT inlets and manholes. Also included were incidental repair to existing sidewalk, curbing, vegetation, private fences and driveways.

This project was constructed in an environmentally sensitive area that was monitored by SFWMD, the FDEP with a USACE Permit. The entry point to this project was through an established neighborhood and the work was adjacent to homes. All work was conducted Monday through Friday with a restrictive start and finish time and all dewatering equipment was required to adhere to maximum decibel recording. LJT was able to work directly with two specific homeowners to secure right of entry agreements and were able to accommodate all individual and government access needs. LJT secured an NPDES permit and complied with the existing FDEP & USACE permits. Daily observation for threatened and endangered species was performed and regular inspection and safety checks on all equipment and labor PPE.

Equipment:

LJT is debt averse and as such owns nearly all of its equipment outright. Excavators, loaders, Dozers and material handling are allocated via this bid process to this project and it is expected little to no rental equipment will be needed. Should it become necessary to rent equipment, LJT has the financial capacity and accounts in place to rapidly augment on site needs as needed seamlessly throughout the duration of the project.

Financial:

LJT has an established bond program that affords it the ability to bond up to 33 million per individual projects with a total aggregate bond potential that exceeds 30 million. LJT has the financial capacity to early procure

materials and start the work timely, while continuously maintaining full time presence through project completion.

Relevancy and Key Personnel:

Bill Gore (LJT Project Manager) served as the on-site Project Manager on this project due to the complexity of work and need for technical expertise from preconstruction through final completion. LJT intends to utilize Bill Gore in this same role on this project and will augment his field presence with a full-time on-site superintendent.

Pipe Installations	Clearing and Grubbing	Dewatering
Earthwork	Survey & Asbuilts	Excavation
Maintenance of Local Traffic	Flood Control Weir	Embankment
Environmental Compliance	Right of Entry Agreements	Sheeting

Bill Gore is a 25-plus year construction veteran whom has a long list of successfully completed projects throughout South Florida. Bill graduated from the University of South Florida with a Civil Engineering Degree and is a Licensed General Contractor. He possesses the necessary certifications and competency for OSHA, FDEP, FDOT, CGC and others pertinent to this work. Bill's strong site presence and professional attitude allows him to be owner friendly while continuously planning ahead to prevent costly delays.



Project Reference Sheet

Project: Hurricane Irma EQP Replace Structure Stabilize Banks – Potter Road
Okeechobee, FL

Owner / Contact: Okeechobee County
John E. Howle, P.E.
(863) 763-3514 Office
(863) 559-1460
jhowle@co.okeechobee.fl.us

Prime Contractor / Contact: Loren Jock Trucking, Inc.
Bill Gore
(941) 735-4088 Cell
bill@lorenjocktrucking.com

Original Contract Amount: \$ 711,43.6.56
Change Orders: \$ (51,117.45)
Final Contract Amount: \$ 660,319.11

Completion Date: July 2019

Project Description:

Includes working in an environmentally sensitive area to construct conveyance repairs including demolition and installation of new sheetpiling, conveyance grading through excavation and embankment, riprap system slope protection, demolition of existing steel culverts and replacing with large reinforced concrete culverts and a new road crossing. Work included installation, monitoring and maintenance of BMPs discharging into existing waters with a (29) NTU, temporary and permanent maintenance access into the site, clearing and grubbing, excavating, embankment, cast in place collars and pipe cap, culverts and FDOT inlets and manholes. Also included was construction of a new roadway profile.

The entry point to this project was through an established neighborhood and the work was adjacent to homes. All work was conducted Monday through Friday with a restrictive start and finish time and all dewatering equipment was required to adhere to maximum decibel recording. LJT worked directly with one specific homeowner to secure a right of entry agreements and accommodate all individual and government access needs at all times. LJT secured an NPDES permit and complied with the existing FDEP & USACE permits. Daily observation for threatened and endangered species was performed and regular inspection and safety checks on all equipment and labor PPE.

Equipment:

LJT is debt averse and as such owns nearly all of its equipment outright. Excavators, loaders, Dozers and material handling are allocated via this bid process to this project and it is expected little to no rental equipment will be needed. Should it become necessary to rent equipment, LJT has the financial capacity and accounts in place to rapidly augment on site needs as needed seamlessly throughout the duration of the project.

Financial:

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Pipe Installations	Clearing and Grubbing	Dewatering
Earthwork	Survey & Asbuilts	Excavation
Maintenance of Local Traffic	Flood Control Weir	Embankment
Environmental Compliance	Right of Entry Agreements	Sheeting

Bill Gore is a 25-plus year construction veteran whom has a long list of successfully completed projects throughout South Florida. Bill graduated from the University of South Florida with a Civil Engineering Degree and is a Licensed General Contractor. He possesses the necessary certifications and competency for OSHA, FDEP, FDOT, CGC and others pertinent to this work. Bill's strong site presence and professional attitude allows him to be owner friendly while continuously planning ahead to prevent costly delays.



"A City for All Ages"

VENDOR CODE OF ETHICS

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- ◆ A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor

practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer

Loren Jock Trucking, Inc.

Signature



Printed Name and Title

Mark Jock

President

Date 08-02-2021

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20210060
PROJECT TITLE: McCarty Ranch Extension Water Quality Restoration
Construction Project, Area 4

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Loren Jock Trucking, Inc.

Corporate Title: Loren Jock Trucking, Inc.

Address: 4140 SE Robert Loop Rd.


Stuart, FL 34997

(Zip Code)

By: Mark Jock President

(Print name)

(Print title)


(Authorized Signature)

08-02-2021

Telephone: (772)888-3614

Fax: (772)872-5142

State License # CGC034877 (ATTACH COPY)

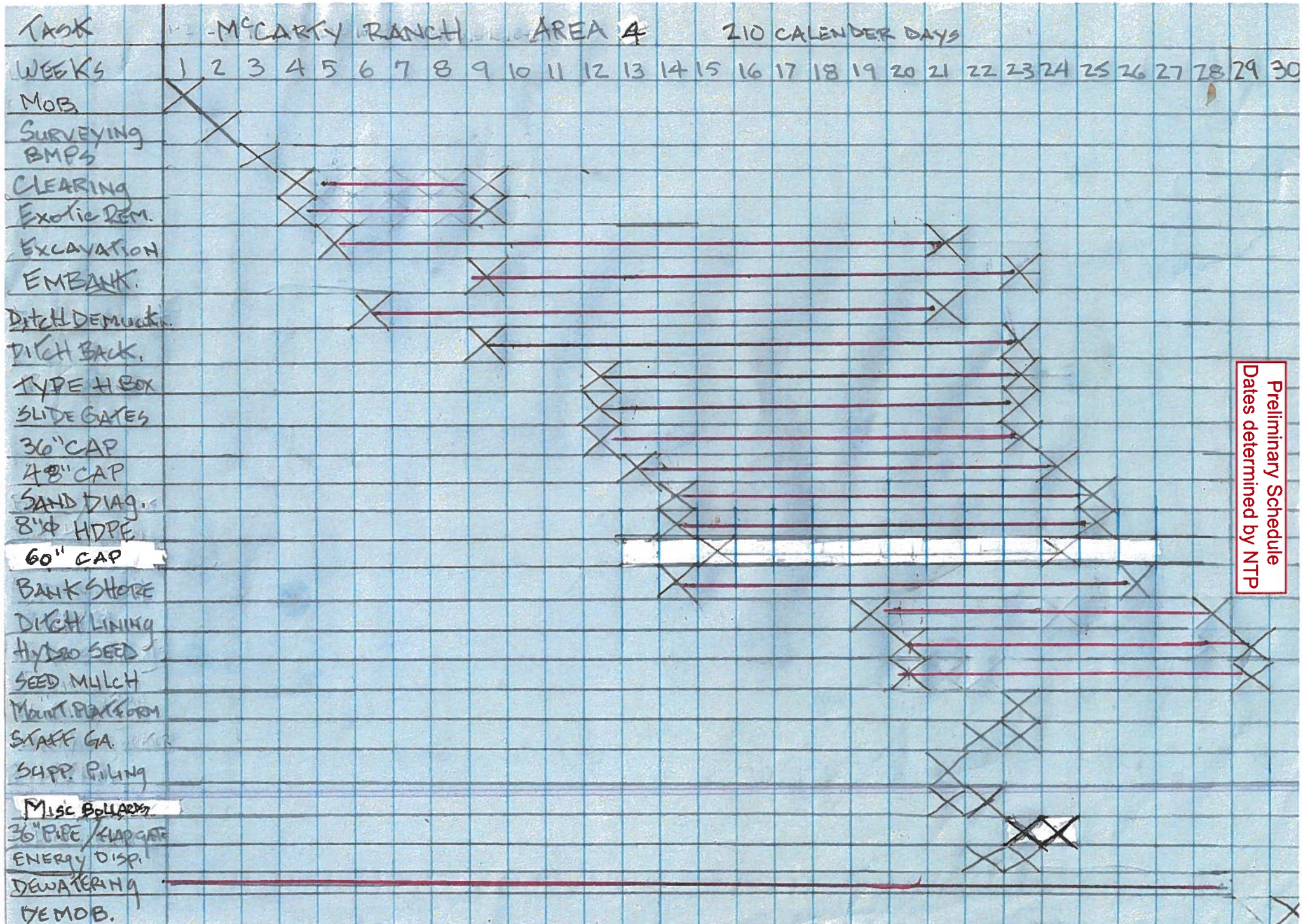
County License # _____ (ATTACH COPY)

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

Type of License: Certified General Contractor

Unlimited Yes (yes/no)

If "NO", Limited to what trade? _____



Preliminary Schedule
 Dates determined by NTP



List of Subcontractors & Suppliers

Subcontractors:

- Johnson Davis, Inc.
Chris Johnson
561-718-3651
cjohnson@johnsondavis.com
Underground Piping

Suppliers:

- FL Hydroseeding & Erosion Control
Bradlee Tanzer
772-888-2989
btanzer@flhydroseed.com
Restoration



Approach to Work

Equipment:

- 2x CAT Excavators
- 4x End Dumps
- 2x Bulldozer
- 1x Roller

Earthwork Items Include:

Best Management Practices, Clearing, Excavation, Embankment, Piping, RipRap, Structures, Dewatering

Expected Time Frame = 20 weeks

Pump Station Items Include:

Pumps, Energy Dissipator, Pipe Discharge, Flap Gate, Staff Gauge

Expected Time Frame = 25 weeks

CHECKLIST
BID # 20210060

**PROJECT TITLE: McCarty Ranch Extension Water Quality Restoration Construction Project
Area 4**

Name of Bidder: Loren Jock Trucking, Inc.

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

- Bid Reply Sheet #20210060 with proper signatures upload to Demandstar.
- E-Bid Reply Excel Spreadsheet – Schedule A uploaded to Demandstar.
- Drug-Free Workplace Form uploaded to Demandstar.
- 5% Bid Security uploaded to Demandstar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20210060.
- W-9 as per Section 1.13 uploaded to Demandstar.
- Copy of Insurance Certificate in accordance with Section X of the Sample Contract uploaded to Demandstar.
- Copy of appropriate State license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors' licenses.
- Has reviewed the Contract and accept all City Terms and Conditions.
- Contractor's Questionnaire uploaded to Demandstar.
- Required forms: Cone of Silence Acknowledgement; Non-Collusion Declaration & Compliance form; List of Current Contracts; Trench Safety Compliance form; Substitution Sheet; Buy America form; Certification Regarding Lobbying; Certification Regarding Debarment; E-Verify form; List of References, Vendor Code of Ethics, Federal forms (#525-20-46, #700-010-36 & #375-040-62); Contract Provisions for EPA-Funded Grant Agreements and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- List of all sub-contractors (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.
- Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

An official website of the United States government
[Here's how you know](#)



You have 2 new alerts
Show / Hide Alerts



Search

e.g. 1606N020Q02, asph

Select Domain
Entity Information



All Entity Information

Entity Registrations

Disaster Response Registry

Exclusions

Filter By



Keywords

Classification



Excluded Individual



Excluded Entity



Entity Name

No results found






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Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Agency Resources](#) > [Vendor Registration and Vendor Lists](#) > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with [Rule 60A-1.006\(2\)](#), [Florida Administrative Code](#).

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance ( 575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. ( 111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC ( 85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. ( 320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC ( 1.78 MB)

Updated 12/10/19

Document reader download link

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Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Agency Resources](#) > [Vendor Registration and Vendor Lists](#) > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under [section 287.133, Florida Statutes](#).

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) ( 1.71 MB)

Updated 1/25/21

Document reader download link

-  [Adobe PDF Reader](#)

ATTACHMENT 8
Contract Provisions for EPA-Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described in the elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. 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 Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired

about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not

less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of \$150,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Recipient shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

ADMINISTRATIVE

11. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.

12. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

13. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

14. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Recipients must comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Recipients must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources.

16. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

17. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

18. Additional Lobbying Requirements

- (a) The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- (b) The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- (c) Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

19. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

20. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Recipients shall take all affirmative steps necessary to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including those steps listed in 2 CFR 200.321(b).

ENVIRONMENTAL PROTECTION AGENCY-SPECIFIC

21. **EPA General Terms and Conditions** (for purposes of compliance *within the EPA General Terms and Conditions only*, "Recipient" refers to the Department and "Subrecipient" refers to the Grantee).

Recipients and subrecipients shall comply with EPA General Terms and Conditions applicable to the specific Federal Award funding source, available at <https://www.epa.gov/grants/grant-terms-and-conditions>, and incorporated by reference.

22. **EPA's Prohibition on Paying Management Fees**. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the Project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the work identified in the Grant Work Plan.

23. **EPA Cybersecurity Conditions**

Recipients shall comply with the EPA Grant Cyber Security Conditions located at <https://www.epa.gov/grants/state-grant-cybersecurity-condition>, last amended July 6, 2015.

24. **Environmental Justice Guidance under the National Environmental Policy Act (42 U.S.C. 4321)**

Recipients shall comply with the Environmental Justice Guidance under the National Environmental Policy Act (42 U.S.C. 4321). This act relates to the fair treatment and meaningful involvement of all people regardless of race, color, national origin or income with respect to the development, implementation, and enforcement of environmental laws, regulations and policies.

25. **EPA Regulations**

Recipients shall comply with the following regulations: 40 CFR 4, 40 CFR 12, 40 CFR 12, 40 CFR 29, 40 CFR 33.302, 40 CFR 33.501(b) and (c), 40 CFR 34, 40 CFR 35, 2 CFR 1500, and 2 CFR 1532.

26. **Drug-Free Workplace**

Recipients must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the Recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

27. **EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises**.

Acceptance of the funds awarded under this Agreement requires general compliance with the EPA's Disadvantaged Business Enterprise (DBE) Program pursuant to 40 CFR, Part 33. Recipients shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. Recipients shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts and/or subcontracts awarded under EPA financial assistance agreements. Failure by the Recipient to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or other legally available remedies.

Based on the amount awarded to the Department under the original Federal funding source for this Agreement, Recipients are subject to the reporting requirements of the EPA's DBE Program. Recipients must complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) with the applicable required Payment Request Form(s).

The current EPA Form 5700-52A is included as an Exhibit to this Attachment, but it is also available from the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

The Department has negotiated its current "Fair Share" objective and goals with the EPA, which are listed in Attachment 7, Grant Award Terms. However, if the Grantee does not want to rely on the applicable Department's MBE/WBE goals, the Grantee may contact the Department to coordinate the proposal of alternate MBE/WBE goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction, services, supplies and equipment.

28. **American Iron and Steel (Compliance with P.L. 113-76)**

Recipients shall comply with the Consolidated Appropriations Act of 2014 (Public Law 113-76), if applicable. This act includes an American Iron and Steel (AIS) requirement, if applicable. Clean Water State

Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) assistance recipients are required to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works and if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act).

The appropriation language sets forth certain circumstances under which EPA may waive AIS requirements. Furthermore, the act exempts projects where engineering specifications and plans were approved by a state agency prior to January 17, 2014. §319(h) funded projects are excluded from this provision.

29. Geospatial Data Standards

Recipients must meet the EPA Geospatial Data Standards. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards can be found at www.fgdc.gov.

30. Signage Required Term and Condition

a. Signage Requirements

The Recipient is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available on the Using the EPA Seal and Logo page.

Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.322, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable.

Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

b. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

CLEAN WATER ACT SECTION 319 NON-POINT SOURCE ASSISTANCE AGREEMENTS-SPECIFIC

31. Non-Point Source Assistance Agreement Terms and Conditions

Recipients shall comply with the [Clean Water Act Section 319 Non-Point Source Assistance Agreements Public Awareness Terms and Conditions Effective October 1, 2014 \(PDF\)](#).

32. Operation and Maintenance

For Projects funded by EPA §319(h) funds, Recipients will assure the continued proper operation and maintenance of all nonpoint source management practices that have been implemented for Projects funded under this Agreement. Such practices shall be operated and maintained for the expected lifespan of the specific practice and in accordance with commonly accepted standards. Likewise, the Recipient will assure that similar provisions are included in any sub-agreements that are awarded.

33. Nutrient Management Plans for Animal Feeding Operations

Recipients shall comply with the Nutrient Management Plans for Animal Feeding Operations as required under this Grant and must have and implement a nutrient management plan that: 1) provides and maintains buffers or equivalent practices; 2) diverts clean water; 3) prevents direct contact of confined animals with waters of the United States; 4) addresses animal mortality; 5) addresses chemical disposal; 6) addresses

proper operation and maintenance; 7) addresses record keeping and testing; 8) maintains proper storage capacity; and, 9) addresses rate and timing of land application of manure and wastewater.

FLORIDA RURAL WATER ASSOCIATION TECHNICAL ASSISTANCE AND TRAINING GRANT AGREEMENT-SPECIFIC

34. Green Infrastructure Policy

Recipients shall comply with the EPA's Green Infrastructure Policy (established by the American Recovery and Reinvestment Act) for the Clean Water State Revolving Fund Program, if applicable. This policy provides guidance and a best practices guide for funding green infrastructure in the CWSRF program.

35. Clean Water State Revolving Fund

Recipients shall comply with the Clean Water State Revolving Fund Regulations (Title VI of the Clean Water Act, 40 CFR Part 35), if applicable. These regulations provide all applicable requirements of the EPA regulations and rules and procedures prescribed under the Clean Water State Revolving Funds Regulations.

36. Drinking Water State Revolving Fund Regulations

Recipients shall comply with the Drinking Water State Revolving Fund Regulations (40 CFR Part 35 Subpart L), if applicable. These regulations provide details on the requirements and functions of the Drinking Water State Revolving Fund, authorized under the Safe Drinking Water Act.

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Signature: _____



Date: _____

8-3-21

**CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20210060**

**PROJECT TITLE: McCarty Ranch Extension Water Quality Restoration Construction Project
Area 4**

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: Florida Hydroseeding and Erosion Control

Authorized By: Jodi C. Daigneau (Sign) Jodi C. Daigneau (Print Name)

Title: Estimating Coordinator Date: 8/2/2021

*****ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE*****

CITY OF PORT ST. LUCIE, FLORIDA

SEALED BID NO. 20210060

**PROJECT TITLE: McCarty Ranch Extension Water Quality Restoration Construction Project
Area 4**

CERTIFICATION REGARDING LOBBYING

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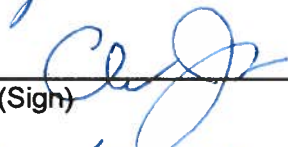
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
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Company Name: JOHNSON - DAVIS INCORPORATED

Authorized By:  CHRISTOPHER R. JOHNSON
(Sign) (Print Name)

Title: Secretary Treasurer Date: 8/3/2021

*****ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE*****