

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13B
DATE 10/10/11

Meeting Date: October 10, 2011

Public Hearing Ordinance Resolution Motion

Demandstar Broadcast Date: July 6, 2011

Item: E-Bid #20110078 - Supply & Install Spray Nozzle Cleaning System at RO Packed Degasifier Tower

Recommended Action:

- 1) Approval of Award and Contract Documents with AM Construction Group, Inc. for the Supply & Installation of a Spray Nozzle Cleaning System at the RO Packed Degasifier Tower in the amount of \$107,161.00. Contract period is sixty (60) calendar days for Notice to Proceed. There are no options for renewal.

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

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

Summary Explanation/Background Information: Two proposals were received on August 19, 2011 with one (1) proposal being deemed non-responsive. The Utilities Department has reviewed the proposal and recommends City Council approve this request as it will allow considerable cost savings by being able to perform routine cleaning in-house. The Contract period is sixty (60) calendar days.

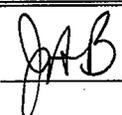
Purchase is budgeted in the 438 Fund.

Expenditure: \$107,161.00

Department requests expenditure from the following:

Fund	438	Renewal & Replacement Fund
Cost Center	3310	Water Plant Operations
Object Code	563000	Improvement O/T Building
Project	00000	n/a

Director of OMB concurs with award: 

City Manager concurs with award: 

Department requests -0- minutes to make a presentation.

Submitted by: Jesus Merejo

Date Submitted: 9/30/2011

RECEIVED

Title: Utilities Director

SEP 30 2011

INTEROFFICE MEMORANDUM

To: David K. Pollard, Budget Director
From: Jesus A. Merejo, Utility Director *JAM*
SUBJECT: Spray Nozzle Cleaning System Installation
DATE: September 22, 2011

The Utility Systems Department finds it essential to install a spray nozzle cleaning system at the Prineville RO water treatment plant's odor control system. This will allow considerable cost savings by being able to perform routine cleaning in-house.

Two E-bids were received. The low bidder was deemed non-responsive by OMB, and the second bidder was AM Construction Group, Inc.

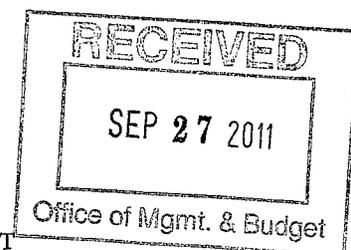
Utility staff recommends awarding this work to AM Construction Group, Inc.

The proposal from AM Construction Group, Inc. is not to exceed \$107,161.00, and funds are available in 438-3310-563000. The project is estimated to be complete in 60 days.

Your assistance in forwarding this item for the City Council's consideration will be appreciated.

PV/

Copy: Brad Macek, Assistant Utility Director
Jeanette Thompson, Budget Manager
Pierre Vignier, Plant Superintendent
Robyn Holder, Contract Specialist



E-BID TABULATION REPORT

E-BID #20110078 - OPENED: AUGUST 19, 2011 @ 3:00:00 PM

SUPPLY & INSTALL SPRAY NOZZLE CLEANING SYSTEM AT RO PACKED DEGASIFIERS

Item #	Description	Unit Price	Unit of Measure	TLC Diversified	AM Construction
				Non-Responsive	Group
				Total	Total
1	Install Spray Nozzle System at Degasifier	EA	3	\$ 52,200.00	\$ 72,851.00
2	Supply & Instal Pump	EA	1	\$ 26,900.00	\$ 24,950.00
3	Shop Drawings approved by the Manufacturer	LS	1	\$ 100.00	\$ 350.00
4	Provide Hands-On Cleaning of one (1) Degasifier (City to provide all cleaning solution)	EA	1	\$ 8,100.00	\$ 9,000.00
5	Indemnification Fee	LS	1	\$ 10.00	\$ 10.00
				\$ 87,310.00	\$ 107,161.00

1	Original 5% Bid Bond	Yes	Yes
2	Acknowledged all Addenda	Yes	Yes
3	W-9 form	Yes	Yes
4	Licenses to perform work	Yes	Yes
5	Certificate of current Insurance	Yes	Yes
6	5 Reference Check forms	Yes	Yes
7	Drug Free Workplace form	Yes	Yes
8	Provided a list of 4 similar installations	Yes	Yes
9	List of all Subcontractors	Yes	Yes
10	Provided Shop Drawings	No	Yes
11	Provided documentation regarding the NSF Warranty Certification	No	Yes
12	Review & accept the City's Terms & Conditions	Yes	Yes

Number of Bid's received: 2

Number of Planholders: 16

Number of Potential Bidders: 596

**CITY OF PORT SAINT LUCIE
CONTRACT #20110078**

This CONTRACT, executed this _____ day of _____, 2011, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and **AM Construction Group, Inc.**, 12689 16th Court North, Jupiter, Florida 33478, Telephone No. (561) 262-7833 Fax No. (561) 748-9203, hereinafter called "Contractor", party of the second part.

RECITALS

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

CONTRACT SUPERVISOR

As used herein the Contract Supervisor shall mean Pierre Vignier, Utilities Department, at 772-873-6400 or his designee.

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20110078 relative to Supplying & Installing a Spray Nozzle Cleaning System at RO Packed Degasifier Towers, all Attachments and Addenda, are hereby incorporated by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence on _____ and terminate sixty (60) calendar days for substantial completion and ninety (90) calendar days for final completion thereafter on _____, 2011. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis in the amount of **\$107,161.00** as indicated on Schedule A attached herein and made a part of this contract, which plus a one-time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

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

Progress Payments- The City will make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made Net 30 days after the receipt of the Pay Request. Retainage, if applicable, will be held as per FS Section 218.735

Supply & Install Spray Nozzle Cleaning System at RO Packed Degasifiers

8(a)-(b) of ten percent (10%) on each invoice submitted. The City will make payment unless the City feels there are grounds for withholding the payment of Retainage. If the City makes payment of the Retainage to the Contractor then the Contractor shall timely remit payment of such Retainage to all subcontractors and suppliers attributable to the labor, services or material supplied. All remaining retained amounts will be released to the Contractor Net 30 days after final completion of work and the City's acceptance of project. Partial Release of Liens from all Contractor's, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each pay request. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

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

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

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

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

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

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

SECTION IV CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION V
INDEMNIFICATION/INSURANCE

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

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

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 5 years

Supply & Install Spray Nozzle Cleaning System at RO Packed Degasifiers

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026- Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20110078 for Supplying & Installing a Spray Nozzle Cleaning System at RO Packed Degasifier Towers shall be listed as additionally insured**". The Certificate of Insurance and policy shall unequivocally provide thirty- (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION VII WORK CHANGES

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

SECTION VIII COMPLIANCE WITH LAWS

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

SECTION IX CLEANING UP

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

**SECTION X
NOTICE OF PERFORMANCE**

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

**SECTION XI
DELIVERY DOCUMENTATION**

Not applicable.

**SECTION XII
INSPECTION AND CORRECTION OF DEFECTS**

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

**SECTION XIII
ADDITIONAL REQUIREMENTS**

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

**SECTION XIV
LICENSING**

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

**SECTION XV
SAFETY PRECAUTIONS**

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

**SECTION XVI
ASSIGNMENT**

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

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

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City five hundred dollars (\$500.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

Supply & Install Spray Nozzle Cleaning System at RO Packed Degasifiers

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

**SECTION XVIII
LAW AND VENUE**

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

**SECTION XIX
REIMBURSEMENT FOR INSPECTION**

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

**SECTION XX
APPROPRIATION APPROVAL**

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

**SECTION XXI
RENEWAL OPTION**

Not applicable

**SECTION XXII
ENTIRE CONTRACT**

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

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of AM Construction Group, Inc.

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2011.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

Supply & Install Spray Nozzle Cleaning System at RO Packed Degasifiers
 Schedule "A"

Item #	Description	Unit of Measure	Total
1	Install Spray Nozzle System at Degasifiers	3	\$72,851.00
2	Supply & Install Pump	1	\$24,950.00
3	Shop Drawings	1	\$350.00
4	Provide Hands-On Cleaning of one (10 Degasifier (City to provide cleaning solutions)	1	\$9,000.00
5	Indemnification Fee	1	\$10.00
	TOTAL AMOUNT		\$107,161.00

E-BID #20110078 DOCUMENTS

- E-Bid Specifications with Attachments #1A & Attachment #1B
- Addendum #1
- Addendum #2
- Pre Bid Meeting Agenda
- Pre Bid Meeting Sign In Sheet
- E-Bid Tabulation Report
- E-Bid Opening Sign In Sheet
- CD of Pre Bid Meeting

Bid Replies

1. AM Construction Group, Inc. (Recommended Award)
2. TLC Diversified, Inc.

Addendum #1
Pre-Bid meeting notes
E-Bid #20110078
Supply & Install Nozzle Cleaning System at RO Packed Degasifier Towers
July 20, 2011 at 2:00 pm

This meeting is being recorded. During the question & answer period please clearly state your name and firm you are associated with before asking your questions. Thank you.

Reminder: Bid opening date is August 16, 2011 at 3:00 pm

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

No Bid will be accepted after that date and time.

Review of Specifications requirements:

- 5% Bid bond is required. This is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 3 days after the opening, the bid will be null & void.
- Last date for questions is August 8, 2011. All questions must be submitted in writing to Robyn Holder at rholder@cityofpsl.com.
- Refer to Section 1.9 on Page 5 of 32 for the e-bid submittal requirements.
- The City has a local preference policy that will apply to this project.
- This project requires compliance with NSF/ANSI Standard 61 and approval from the manufacturer for the design so as not to void any warranties that are currently in place.

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

Turn over to: Pierre Vignier from the Utilities Department to go over the specifics of the project.

- Security issues – Contractors will need to check in each day along with their employees to obtain access to the secure area. Badges will be issued and must be worn at all times while on site. At the end of each day the badges must be turned in to the front desk.
- Location of the Project – 900 SE Ogden Lane, Port St. Lucie, Florida 34983.
- Manufacturer information – This information is located in the Bid Specifications.

The City of Port St. Lucie owns and operates a Reverse Osmosis plant, 10 mdg, and there is a degasifier system there. There are 3 towers total with two (2) online and one (1) used for standby. The towers are approximately 30 feet in height. In the past we have rarely cleaned them and have found it best to install a cleaning system at this time. There is no existing scaffolding or platforms to get to the top of them so the Contractor will need to provide that and follow all OSHA rules and regulations including confined space procedures, if needed.

We are looking to have a Contractor work with Duall Division Met-Pro Systems, the manufacturer, to design a cleaning system that the Contractor will install. The cleaning system must not void any existing warranties. In the O & M manual there is a recommended cleaning solution to use and that will be supplied by the City.

Q: Are they are going to supply the header system and the Contractor will buy it from them and install it?

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A: The manufacturer will be designing the cleaning system and the Contractor will be installing it according to the manufacturer's recommendations. The systems we have seen in the past are mostly piping with a pump that pumps the solutions through a header system at the top and falls down the degasifier to clean the tank.

Q: Is there a drawing that shows where the piping comes out?

A: There is nothing existing. The manufacturer will design the system and tell you where and how to install it.

Q: Do the nozzles exist now?

A: The system runs off of nozzles but there is nothing there for cleaning.

Q: Is the City supplying the electrical?

A: Yes

Q: Is the City going to be supplying the cleaning solution?

A: Yes

Q: There are 3 towers so each tower gets 3 nozzles or each gets 1?

A: Each tower gets 1 cleaning system and there are 3 degasifiers. The number of nozzles for each tower would be included in the manufacturer's design.

Q: Does the manufacturer sell the motor for that or could I get one from anywhere?

A: You can purchase one from anywhere as long as it meets the specifications designed by the manufacturer.

Q: Does your other water plant the City operates have a similar type system with the supports fiberglassed to the tank?

A: They have a flange on the side with a cap on it with the same type of degasifiers and it has the piping system in it ready to use once a pump and external piping is installed.

The Prineville Water Plant's system is approximately 11 to 12 years old. The thing is the manufacturer has a warranty on these tanks and the penetration has to be warrantee by them.

The specifications for the cleaning solutions and pack cleaning procedures will be issued as a separate Addendum identified as Addendum #1A and Addendum #1B. These must be acknowledged on the E-Bid Reply Sheet #20110078.

With no further questions, the meeting was adjourned with a site visit to follow.

NOTE: The bid opening date has not been changed.

Instructions to Bidder:

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

Supply & Install Nozzle Cleaning System at RO Packed Degasifiers

Addendum #2

E-Bid #20110078

Supply & Install Nozzle Cleaning System at RO Packed Degasifier Towers

August 16, 2011

The bid date has been changed to August 19, 2011 at 3:00:00 pm.

Instructions to Bidder:

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

AGENDA

Pre-Bid Conference

E-Bid #20110078

Supply & Install Nozzle Cleaning System at RO Packed Degasifier Towers

July 20, 2011 at 2:00 pm

This meeting is being recorded. During the question & answer period please clearly state your name and firm you are associated with before asking your questions. Thank you.

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Bid opening date is August 16, 2011 at 3:00 pm

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

No Bid will be accepted after that date and time.

4. Review of Specifications requirements:
 - 5% Bid bond is required. This is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 3 days after the opening, the bid will be null & void.
 - Last date for questions is August 8, 2011. All questions must be submitted in writing to Robyn Holder at rholder@cityofpsl.com.
 - Refer to Section 1.9 on Page 5 of 32 for the e-bid submittal requirements.
 - The City has a local preference policy that will apply to this project.
 - This project requires compliance with NSF/ANSI Standard 61 and approval from the manufacturer for the design so as not to void any warranties that are currently in place.

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

5. Turn over to: Pierre Vignier from the Utilities Department to go over the specifics of the project.
 - Security issues
 - Location of the Project
 - Manufacturer information
 - Scope of Work
6. Additional questions from Prospective Bidders.
7. Adjourn

Pre-Bid Conference
E-BID #20110078
Supply & Install Nozzle Cleaning System at RO Packed Degasifier Towers
July 20, 2011 @ 2:00 pm

	Name (Please <u>PRINT</u> legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Pierre Vignier	City of Port St. Lucie	P.Vignier@cityofpsl.com	T 772-871-5434 F
2.	Robyn Holder	City of Port St. Lucie	rholder@cityofpsl.com	T 772-344-4293 F 772-871-7337
3.	ABEL Mendez	AM CONSTRUCTION GROUP	AMCONSTRUCTION@bellsouth.net	T 561-748-9703 F 561-748-9703
4.				T
5.				F
6.				T
7.				F
8.				T

E-BID TABULATION REPORT

E-BID #20110078 - OPENED: AUGUST 19, 2011 @ 3:00:00 PM

SUPPLY & INSTALL SPRAY NOZZLE CLEANING SYSTEM AT RO PACKED DEGASIFIERS

Item #	Description	Unit Price	Unit of Measure	TLC Diversified	AM Construction
				Non-Responsive	Group
				Total	Total
1	Install Spray Nozzle System at Degasifier	EA	3	\$ 52,200.00	\$ 72,851.00
2	Supply & Instal Pump	EA	1	\$ 26,900.00	\$ 24,950.00
3	Shop Drawings approved by the Manufacturer	LS	1	\$ 100.00	\$ 350.00
4	Provide Hands-On Cleaning of one (1) Degasifier (City to provide all cleaning solution)	EA	1	\$ 8,100.00	\$ 9,000.00
5	Indemnification Fee	LS	1	\$ 10.00	\$ 10.00
				\$ 87,310.00	\$ 107,161.00

1	Original 5% Bid Bond	Yes	Yes
2	Acknowledged all Addenda	Yes	Yes
3	W-9 form	Yes	Yes
4	Licenses to perform work	Yes	Yes
5	Certificate of current Insurance	Yes	Yes
6	5 Reference Check forms	Yes	Yes
7	Drug Free Workplace form	Yes	Yes
8	Provided a list of 4 similar installations	Yes	Yes
9	List of all Subcontractors	Yes	Yes
10	Provided Shop Drawings	No	Yes
11	Provided documentation regarding the NSF Warranty Certification	No	Yes
12	Review & accept the City's Terms & Conditions	Yes	Yes

Number of Bid's received: 2

Number of Planholders: 16

Number of Potential Bidders: 596

**E-Bid Opening
E-BID #20110078**

**Supply & Install Nozzle Cleaning System at RO Packed Degasser Towers
August 19, 2011 @ 3:00 pm**

	Name (Please <u>PRINT</u> legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Helder	City of Psk. OMB	rholder@city.psk.com	T 772-871-5223 F 772-841-7337
2.				T F
3.				T F
4.				T F
5.				T F
6.				T F
7.				T F
8.				T



"A City for All Ages"



CITY OF PORT ST. LUCIE

**Sealed Electronic Bid #20110078
(E-Bid)**

**Supply & Install Spray Nozzle Cleaning System at
RO Packed Degasifier Towers**

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

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers
INVITATION TO E-BID

Sealed Electronic Bid #20110078 for supplying and installing three (3) Spray Nozzle Cleaning Systems at the Reverse Osmosis (RO) Packed Degasifier Towers will be received by the Office of Management and Budget of the City of Port St. Lucie no later than **3:00:00 p.m. on August 16, 2011**. Specifications are attached.

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

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

A Pre-Bid Conference for all Bidders will be held in the Office of Management & Budget Conference Room #390, Building A, located at 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984, on **July 20, 2011 beginning at 2:00 p.m.** At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

The City of Port St. Lucie reserves the right to reject any and all bids, to waive any and all informalities or irregularities, and to accept or reject all or any part of any bid as it may deem to be in the best interest of the citizens of the City.

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of five percent (5%) of the bid total, made payable to the City of Port St. Lucie. This must be uploaded at time of submittal and then mailed immediately after opening. Thus showing evidence that a bid bond was obtained. Contractors will send the Bond to the City via regular mail immediately after the opening date.

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

Documents required for this E-Bid:

- E-Bid Specifications, pages 1 - 32.
- E-Bid Reply Sheet #20110078, page 15 – 17 (included in E-Bid Specifications).
- Attachment A – Degasifier Detail (not included in E-Bid Specifications).
- Attachment B – PVC Weir Trough Assembly Detail (not included in E-Bid Specifications).

Robyn Holder, CPPB
Contract Specialist

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

E-Bid #20110078

SPECIFICATIONS
E-BID #20110078

Install Spray Nozzle Cleaning System at RO Packed Degasifier Towers

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to supplying and installing a Spray Nozzle Cleaning System at the Reverse Osmosis (RO) Packed Degasifier Tower in the City of Port St. Lucie. Contract period will be sixty (60) calendar days for substantial completion and ninety (90) calendar days for final completion with no option for renewal.

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

INTENT

It is the intent of the City to enter into a fixed price basis contract with one (1) qualified Contractor to supply and install three (3) Spray Nozzle Cleaning System at RO Packed Degasifier Towers The prices shall include all labor, materials, equipment guarantees and warranties.

Project Location: Prineville Water Treatment Plant, 900 SE Ogden Lane, Port St. Lucie, Florida 34983.

Scope of Work to include, but not limited to:

1. The Contractor shall furnish all labor, material, equipment, equipment rentals, and incidentals required to install schedule 80 PVC cleaning piping to be used for the addition of a cleaning solution consisting of 2% hydrochlorite and/or 2% hydrochloric acid solutions.
2. All exposed piping shall be UV coated.
3. The cleaning system shall be complete with anchoring lugs, couplings or flanges, valves, and hoses for connection of a pump.
4. Fiberglass Reinforced Plastic (FRP) final gel coat to be pigmented to match existing system color. Resin used shall be in accordance with ASTM C 581 and that the resin is compatible with hydrogen sulfide gas.
5. Supply one cleaning pump, valves and psi gauges for the degasifier. Typical cleaning of one (1) degasifier is eight (8) hours. The Contractor shall set level, anchor, grout, and mechanical alignment. Pump must be able to pump a minimum of five hundred (500) gallons per minute (gpm) at greater than fifty (50) TDH.
6. The City will provide electrical connections and power for pump operations.
7. All equipment designed must meet NSF/ANSI Standard 61 and have the manufacturer's approval included in the E-Bid Reply. No exceptions will be made.

1. GENERAL REQUIREMENTS

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

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

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

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the unit price(s) indicated on their respective E-Bid Reply Excel Spreadsheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the 90 days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform these projects with the E-Bid Reply Sheet #20110078. References from four (5) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the E-Bid Reply Sheet #20110078. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. Performance history, list of projects recently completed and in process, major equipment available for this project, and experience of the principal members of the Bidder's organization must be furnished within seven (7) days, *if requested*.

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

- ◆ Have sufficient financial resources to complete the order.
- ◆ Can meet quoted delivery considering all other business commitments.
- ◆ Has a satisfactory record of performance.
- ◆ Has adequate staffing to fulfill requirements.
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- ◆ Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- ◆ Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement.
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations.
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction.
- ◆ The skill and experience demonstrated by the Bidder in performing contracts of a similar nature.
- ◆ The Bidder's past performance with City.

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

- ◆ Has met all requirements of the solicitation (delivery, quality and price).
- ◆ Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- ◆ Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- ◆ Price: The element of price is but one of the criteria elements. When considering a proposal: Evaluate the pricing offered by the Bidder; consider lifecycle costing, and depreciation.
- ◆ Determine what proposal provides the best value to the City for the selected items.
- ◆ City Ordinance Section 35.12 Local Preference will apply.

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

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

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

1.9 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20110078 should be typed or printed and signed in black ink. The individual signing the bid must initial all changes. All submittals are required to be electronic. No hard copies will be accepted.

- A. Request Bid Specifications, #20110078 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com
- B. Complete company information on E-Bid Reply Sheet #20110078.
- C. Enter total price on E-Bid Reply Sheet #20110078.
- D. Electronically sign the E-Bid Reply Sheet #20110078 where indicated.
- F. Upload and submit the E-Bid Reply Sheet #20110078, Bid Bond, Insurance Certificate(s), Drug Free Workplace Form, List of Previous Projects from Section 3.6, W-9 Form and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20110078.
- G. Upload Shop Drawings with required information as listed in Section 3.5.
- G. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

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

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

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

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

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

1.9.5 Bid Security Bond - All Contractors shall include a Bid Security payable to the City of Port St. Lucie, Florida, in the amount of five percent (5%) of the total bid price. Security shall be either certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". This must be uploaded on Demandstar.com with all other required responses. Then the Bid Bond must be mailed immediately after the opening. Thus showing evidence that a Bid Bond was obtained.

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

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

1.11 Payment Terms - Invoices shall be submitted once a month, by the 10th of the month and payments shall be made Net thirty - (30) days from receipt of an acceptable invoice, unless Contractor has chosen to use the Purchasing Card. Cash discounts for using the Purchasing Card will be considered when evaluating bids.

PLEASE NOTE

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

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

Bidders are requested to state on the Bid Reply Sheet #20110078 if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.

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

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

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

1.14 Subcontracting or Assigning of the Contract - The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet #20110078.

1.15 Time of Award - The City reserves the right to hold bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before making award.

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

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

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

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

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

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

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

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

1.22 Material Safety Data Sheets – Bidders shall provide MSDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All MSDS's shall be of the latest version and comply with 29 CFR1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the bidder in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Bidder shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds/mixtures used in the execution of the contract.

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

1.23.1 Contractor to follow all OSHA Confined Space and Fall Protection protocols.

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

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

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

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

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

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

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

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

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

2. SPECIAL REQUIREMENTS

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

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

2.2.1 Repair or Replacement - Should any defect appear during this period, the Bidder(s) shall, at their expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within 7 days after receipt of notification from the City of the defect.

2.3 Samples - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

within 30 days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Office of Management and Budget, or designed site.

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

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

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

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

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

3. SPECIFIC REQUIREMENTS

3.1 Pre-Bid Conference - A pre-bid conference for all Bidders will be held at the City of Port St. Lucie in the Office of Management and Budget at **2:00 p.m. on July 20, 2011**, at this time the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

3.2 Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

on the proposed form, or elsewhere, is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

3.3 Project Location – Prineville Water Treatment Plant, 900 SE Ogden Lane, Port St. Lucie, Florida 34983. All work shall be done Monday through Friday between 7:00 AM and 5:00 PM.

3.4 Scope of Work to include, but not limited to:

- a. The Contractor shall furnish all labor, material, equipment, equipment rentals, and incidentals required to install schedule 80 PVC cleaning piping to be used for the addition of a cleaning solution consisting of 2% hydrochlorite and/or 2% hydrochloric acid solutions.
- b. All exposed piping shall be UV coated.
- c. The tower cleaning system shall be complete with anchoring lugs, couplings or flanges, valves, and hoses for connection of a pump to withstand a minimum of seventy-five (75) psi of force.
- d. Fiberglass Reinforced Plastic (FRP) final gel coat to be pigmented to match existing system color. Resin used shall be in accordance with ASTM C 581 and that the resin is compatible with hydrogen sulfide gas.
- e. Supply one cleaning pump, valves and psi gauges for the degasifier. Typical cleaning of one (1) degasifier is eight (8) hours. The Contractor shall set level, anchor, grout, and mechanical alignment. Pump must be able to pump a minimum of five hundred (500) gallons per minute (gpm) at fifty (50) TDH.
- f. The City will provide electrical connections and power for pump operations.
- g. All equipment designed must meet NSF/ANSI Standard 61 and have the manufacturer's approval included in the E-Bid Reply. No exceptions will be made.

System Description:

The three (3) degasifiers are designed by Duall Division Met-Pro Corporation, 1550 Industrial Drive, Owosso, MI 48867, phone #989-725-8184. Aerator is capable of removing 95% of H₂S at 4.0 mg/L influent at a pH of 5.9. These aerator vessels are NSF approved Type II PVC with RFP overlay conforming to ASTM 1784-89. Aerators are designed with access ports for maintenance of distribution laterals and nozzles and packing support system. Ladders and platforms are not provided. Aerator weir tough distributors are arranged to ensure even water distribution on packing.

3.5 Submittals:

- a. The Contractor shall submit with the E-Bid documents Shop Drawings and literature describing the proposed equipment. Shop Drawings must be approved by the manufacturer so as not to void any warranties that are currently in place.
- b. The Contractor shall furnish all important details of construction operating parameters, ranges, and performance curves and connections.
- c. The Contractor shall submit calculations based on structural analysis of equipment in order to demonstrate whether the equipment is of sound construction.

3.6 Previous Projects – The Contractor shall submit with the E-Bid a list of four (4) installations similar in nature to the one being proposed within the past ten (10) years.

4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 Proposal Guaranty - A Bid Bond, certified check, cashiers check, bank money order, bank draft on any national or state bank, or cash, in the amount of five percent (5%) of the total bid price made payable to the "City of Port St. Lucie", shall accompany each proposal as a guaranty that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement and send the original Bid Bond in immediately after the opening will be cause for the rejection of the bid.

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

4.3 Payment & Performance Bonds - The selected Bidder shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price. The City will execute the Contract, however it is agreed and understood that the City will not be bound unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force a minimum of one year after the work required has been completed and final acceptance by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the selected Bidder shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended. The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

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

4.3 Execution of Contract - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Bidder shall execute the Contract, deliver the required Insurance Certificates, and other documentation, and furnish an acceptable Performance and Payment Bond (when required) complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price, when required. The City will execute the Contract, however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager and a purchase order or Visa order form has been issued. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect until one (1) year after work required has been completed and accepted by the City.

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

4.5 Failure to Execute - The failure on the part of the Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award. In the event of the annulment of the award, the amount of guaranty deposited with the proposal will be retained or be paid upon demand to the City, not as a forfeiture, but rather as liquidated damages for the breach of the Contract, it being agreed to by each Bidder in advance that the City will sustain certain damages by reason of the failure of the Bidder to sign the Contract and/or deliver the required Insurance Certificates and other documentation and that such damages equal the amount of the bid security, or exceed the same, and in no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

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

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

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

6. ADDITIONAL INFORMATION

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

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

6.3 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the "Invitation to Bid" by communicating his purpose in writing to the City at the address given in the "Invitation for Bid". When received, it will be returned to him unopened.

6.4 Bid Information - For information concerning procedures for responding to this bid, contact Robyn Holder at (772) 344-4293. Such contact is to be for clarification purposes only. To ensure fair consideration for all Bidders, it must be clearly understood that Robyn Holder is the only individual who is

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authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Bidder to **any** City Official or employee evaluating or considering the bids (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

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

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

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E-Bid Reply Sheet #20110078

**Supply & Install Spray Nozzle Cleaning System
At PO Packed Degasifier Towers**

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

CONTACT PERSON: _____ E-MAIL: _____

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

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

President

Vice President

Treasurer

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

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

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

Addendum Number	Date Issued

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

5.3 Bid Reply:

Item #	Description	Unit Price	Unit of Measure	Total
1	Install Spray Nozzle System at Degasifiers	3	EA	\$
2	Supply& Install Pump	1	EA	\$
3	Shop Drawings approved by the manufacturer	1	LS	\$
4	Provide Hands-On Cleaning of one Degasifier (City to provide all cleaning solutions)	1	EA	\$
5	Indemnification Fee	1	LS	\$10.00
6	Total Amount			\$

Award will be based on the amount on Line # 6.

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

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

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

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

9. CERTIFICATION

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

Signature

Date

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

Signature

Title

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

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

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this _____ day of _____, 2011, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor, address, Telephone No. () _____ Fax No. () _____*, hereinafter called "Contractor", party of the second part.

RECITALS

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

CONTRACT SUPERVISOR

As used herein the Contract Supervisor shall mean Pierre Vignier, Utilities Department, at 772-873-6400 or his designee.

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20110078 relative to Supplying & Installing a Spray Nozzle Cleaning System at RO Packed Degasifier Towers, all Attachments and Addenda, are hereby incorporated by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence on _____ and terminate sixty (60) calendar days for substantial completion and ninety (90) calendar days for final completion thereafter on _____, 2011. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

**SECTION III
COMPENSATION**

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

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

Progress Payments- The City will make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made Net 30 days after the receipt of the Pay Request. Retainage, if applicable, will be held as per FS Section 218.735 E-Bid #20110078

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

8(a)-(b) of ten percent (10%) on each invoice submitted. The City will make payment unless the City feels there are grounds for withholding the payment of Retainage. If the City makes payment of the Retainage to the Contractor then the Contractor shall timely remit payment of such Retainage to all subcontractors and suppliers attributable to the labor, services or material supplied. All remaining retained amounts will be released to the Contractor Net 30 days after final completion of work and the City's acceptance of project. Partial Release of Liens from all Contractor's, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each pay request. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

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

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

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

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

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

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

SECTION IV CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION V
INDEMNIFICATION/INSURANCE

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

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

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 5 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20110078 for Supplying & Installing a Spray Nozzle Cleaning System at RO Packed Degasifier Towers shall be listed as additionally insured**". The Certificate of Insurance and policy shall unequivocally provide thirty- (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

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

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

Payment & Performance Bonds: The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price. The City will execute the Contract, it being agreed and understood that the City will not be bound unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force a minimum of one (1) years after the work required has been completed and final acceptance by the City.

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

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION VII WORK CHANGES

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

SECTION VIII COMPLIANCE WITH LAWS

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

**SECTION IX
CLEANING UP**

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

**SECTION X
NOTICE OF PERFORMANCE**

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

**SECTION XI
DELIVERY DOCUMENTATION**

Not applicable.

**SECTION XII
INSPECTION AND CORRECTION OF DEFECTS**

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

**SECTION XIII
ADDITIONAL REQUIREMENTS**

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

**SECTION XIV
LICENSING**

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

**SECTION XV
SAFETY PRECAUTIONS**

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

**SECTION XVI
ASSIGNMENT**

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

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

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City five hundred dollars (\$500.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

SECTION XVIII LAW AND VENUE

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

SECTION XIX REIMBURSEMENT FOR INSPECTION

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

SECTION XX APPROPRIATION APPROVAL

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

SECTION XXI RENEWAL OPTION

Not applicable

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

SECTION XXII
ENTIRE CONTRACT

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

Balance of page intentionally left blank

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2011.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

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

E-Bid Number: 20110078

Title: Supply & Install Spray Nozzle Cleaning System at RO Packed Degasifier Towers

Bidder: _____

Reference: _____ Fax #: _____

Email: _____ Telephone #: _____

Person to contact: _____

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

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

Was the project completed on time and within budget?

What was the project completion date?

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

Would you contract with this Contractor again? Yes []

No []

Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20110078

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

Bidder's Signature

Date

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

LIST OF ALL SUB-CONTRACTORS:

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers
STATEMENT OF NO BID

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

E-Bid: # _____

E-Bid Title: _____

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

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

Remarks: _____

Company Name: _____ Telephone: () _____

Division: _____

Address: _____

Signature: _____ Date: _____

CHECKLIST
E-Bid #20110078

Supply & Install Spray Nozzle Cleaning System
at RO Packed Degasifier Towers

Name of Bidder: _____

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

- _____ E-Bid Reply Sheet #20110078 with proper signature uploaded to Demandstar.
- _____ Drug-Free Workplace Form uploaded to Demandstar.
- _____ 5% Bid Bond uploaded to Demandstar and mailed in immediately after opening. **MUST be received within 3 days after opening for the bid to be considered.**
- _____ All pricing has been mathematically reviewed and all corrections have been initialed.
- _____ All price extensions and totals have been thoroughly checked.
- _____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20110078.
- _____ Required W-9 as per Section 1.24.1 uploaded to Demandstar.
- _____ Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- _____ Reference Check Forms – 5 each uploaded to Demandstar.
- _____ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- _____ Shop Drawings along with required details uploaded to Demandstar.
- _____ List of four (4) installations similar in nature to the one being proposed uploaded to Demandstar.
- _____ Have reviewed the Contract and accept all City Terms and Conditions.
- _____ List of all sub-contractors uploaded to Demandstar.com.
- _____ Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID REPLY SHEET

PREPARATION OF CLEANING SOLUTIONS

Prepare a volume of cleaning solution to fill the recycle tank or a cleaning tank to its normal liquid level.

Dilute acid will remove scale or sludge caused by elements that form insoluble carbonates, sulfates, or hydroxides. Where cyanide or sulfide salts may be present, be sure that dissolution of the scale will not cause hydrogen cyanide or hydrogen sulfide to be released.

A 2 % solution of sulfamic acid (HSO_3NH_2) in water is prepared by dissolving 18 pounds of dry sulfamic acid per 100 gallons of solution.

Hydrochloric (muriatic) and sulfuric acids are prepared by adding 2 gallons of 30% acid per 100 gallons of solution that is required.

A chlorine solution will remove deposits caused by growth of microorganisms (slime). Chlorine gas may be released if the pH of this solution is not kept above 8-9 units.

A 2% solution of hypochlorite is prepared by adding 13 gallons of 15% commercial solution per 100 gallons of water.

Other cases than those mentioned above will require individual analysis. It will be necessary to select a cleaning agent that is compatible with the materials of construction, that is effective for the particular foulant, and that is safe to use.

The chemicals being added to the cleaning solution may (especially in their concentrated form) irritate or burn skin, eyes, and mucous membranes, and may stain or destroy clothing. A Material Safety Data Sheet (MSDS) for each chemical should be obtained from your supplier. Observe recommended handling practices. In general:

- Wear safety glasses or goggles, gloves, and protective clothing when working with the chemicals or equipment which contains or transports them.
- Do not add water to concentrated chemical solutions. Dilution is accomplished by adding the chemical to water. Since a great deal of heat may be released by this action, take care to control the rate of addition to allow the heat to dissipate.
- Do not add acids to solutions of hypochlorite. Chlorine vapors may be released. Use caustic to maintain solution pH.
- Do not mix strong acids with strong alkali. Heat of reaction could cause the solution to boil.
- Do not mix strong oxidizing agents with organic chemicals. Explosive reactions may result.
- When disposing of chemicals, treat them as hazardous wastes.



Duall
1550 Industrial Drive, Owosso, MI 48867
Tel: 989-725-8184 • Fax: 989-725-8188
info@dualldiv.com
www.dualldiv.com

Flex-Kleen
45 N. Brandon Drive, Glendale Heights, IL 60139
Tel: 630-725-0707 • Fax: 630-295-9019
info@flex-kleen.com
www.flex-kleen.com

Met-Pro Systems
P.O. Box 144, Harleysville, PA 19438
Tel: 215-723-9300 • Fax: 215-723-8501
sales@met-pro.com
www.met-prosystems.com

PACK CLEANING PROCEDURE

The procedure for cleaning the packing in place is as follows:

1. Take the unit off-line.
2. Open the sump drain and discharge the entire contents of the sump to a suitable wastewater treatment or disposal system.
3. Close the sump drain valve and fill the sump with the cleaning solution. The solution may be prepared separately or in the vessel pump.
4. Start the cleaning pump. Recirculate the solution through the vessel for at least 3 to 4 hours, although 8 to 10 hours is preferred for best efficiency.
5. Stop the cleaning pump, drain the sump, and inspect the packing. If the packing still needs cleaning, repeat the procedure.
6. If the packing is clean, refill the sump with fresh water and run the cleaning pump for a few minutes in order to rinse the unit. Drain the sump and repeat with fresh water. Finally, drain the sump again.
7. Inspect the unit sump and remove any foreign matter that may have accumulated. The unit is then ready for start-up.

If the packing must be removed for cleaning, proceed as follows:

1. Take the unit off-line.
2. Open the sump drain and discharge the entire contents of the sump to a suitable wastewater treatment or disposal system.
3. Remove the packing and dump into a cleaning tank. Flood the tank with cleaning solution and let stand for at least 3 to 4 hours, although 8 to 10 hours is preferred for best efficiency. During this time, maintain concentration in the solution by addition of chemical as needed. Agitation of the solution is helpful.
4. When the packing is clean, drain the cleaning tank and refill with fresh water in order to rinse the packing material. Repeat with fresh water. Finally, drain the cleaning tank again.



Duall
1550 Industrial Drive, Owosso, MI 48867
Tel: 989-725-8184 • Fax: 989-725-8188
info@dualldiv.com
www.dualldiv.com

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45 N. Brandon Drive, Glendale Heights, IL 60139
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Met-Pro Systems
P.O. Box 144, Harleysville, PA 19438
Tel: 215-722-9300 • Fax: 215-723-8504
ssales@met-pro.com
www.met-prosystems.com

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers
E-Bid Reply Sheet #20110078

Supply & Install Spray Nozzle Cleaning System
At PO Packed Degasifier Towers

1. **COMPANY NAME:** TLC Diversified, Inc.
DIVISION OF: _____
PHYSICAL ADDRESS: 2719 17th Street East, Palmetto, FL 34221
MAILING ADDRESS: 2719 17th Street East
CITY, STATE, ZIP CODE: Palmetto, FL 34221
TELEPHONE NUMBER: () (941) 722-0621 FAX NO. () (941) 722-1382
CONTACT PERSON: Thurston Lamberson E-MAIL: tlamberson@tlcdiversified.com

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

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

Thurston Lamberson
President
Joanne Lamberson
Vice President
Joanne Lamberson
Treasurer

How long in present business: 26 Years How long at present location: 10 Years

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

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

Addendum Number	Date Issued
1	July 20, 2011
1A	July 20, 2011
1B	July 20, 2011
2	August 16, 2011

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

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

5. **BID RESPONSE:**

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

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

5.3 Bid Reply:

Item #	Description	Unit Price	Unit of Measure	Total
1	Install Spray Nozzle System at Degasifiers	3	EA	\$ 52,200.00
2	Supply & Install Pump	1	EA	\$ 26,900.00
3	Shop Drawings approved by the manufacturer	1	LS	\$ 1,000.00
4	Provide Hands-On Cleaning of one Degasifier (City to provide all cleaning solutions)	1	EA	\$ 8,100.00
5	Indemnification Fee	1	LS	\$10.00
6	Total Amount			\$ 87,310.00

Award will be based on the amount on Line # 6.

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

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

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

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

9. **CERTIFICATION**

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

 August 16, 2011
Signature Thurston Lamberson-President Date

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that
TLC Diversified, 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 Thurston Lamberson-President

August 16, 2011

Date



*Environmental Construction
Professionals Serving the Water
& Wastewater Industry*

August 16, 2011

Robyn Holder, CPPB
Office of Management & Budget
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099
772-344-4293

Re: City of Port St. Lucie Bid #20110078
Supply & Install Spray Nozzle Cleaning System
At RO Packed Degasifier Towers
RESPONSE #4053

LETTER OF TRANSMITTAL

We are sending you Attached Under separate cover via:

Shop Drawings Prints Plans Samples
 Specifications Purchase Order Change Order Other

These are transmitted as checked below:

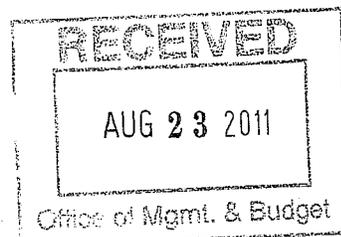
For signature Approved as Submitted As requested
 For your use Approved as noted For Review
 Returned for Corrections, Please resubmit

This Transmittal contains:

Copies	No.	Description
1		Bid Bond – Response #4053
		Bid #20110078

Darlene Charles
Estimating Assistant

Chrono
CORES 11-201



TLC Diversified, Inc.

East Coast Office
7233 Southern Blvd, Suite B-1
West Palm Beach, FL 33413
Tel. 561.478.2025
Fax. 561.478.7159

Home Office
2719 17th Street East
Palm Bay, FL 32909
Tel. 941.722.0621
Fax. 941.722.1382

CG C041816
www.tlcdiversified.com

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we
TLC Diversified, Inc.

as Principal, hereinafter called the Principal, and
Westfield Insurance Company

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Port St. Lucie, Florida

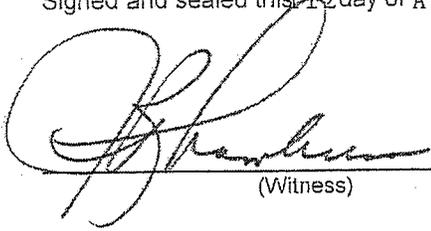
as Oblige, hereinafter called the Oblige, in the sum of *FIVE PERCENT (5%) OF PROPOSED BID*-Dollars (\$ --5%--),
for the payment of which sum well and truly to be made, the said Principal and the Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier
Towers (Sealed Electronic Bid #20110078)

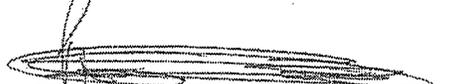
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful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

Signed and sealed this 12 day of August 2011



(Witness)

TLC Diversified, Inc. (Seal)



President
Thurston Lamberson



(Witness)

Westfield Insurance Company



ATTORNEY IN FACT
Theodore J. Jedlick

General
Power
of Attorney

POWER NO. 0992202 04

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these THEODORE J. JEDLICK, ROBERT H. BOND, JOINTLY OR SEVERALLY

of DAVIE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

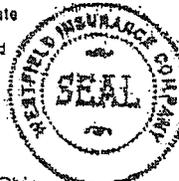
"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 20th day of MAY A.D., 2003.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaid, Jr.

By: Richard L. Kinnaid, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 20th day of MAY A.D., 2003, before me personally came Richard L. Kinnaid, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 12 day of Aug A.D., 2011.



Frank A. Carrino
Frank A. Carrino, Secretary

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) TLC Diversified, Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 2719 17th Street East	Requester's name and address (optional)
City, state, and ZIP code Palmetto, FL 34221	
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
 Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number
5 9 2 5 1 3 3 0 8

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person	Date ▶ 13 May 2011
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Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

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

E-Bid Number: 20110078	
Title: Supply & Install Spray Nozzle Cleaning System at RO Packed Degasifier Towers	
Bidder: <u>TLC Diversified, Inc.</u> (Town of Manalapan, FL)	
Reference: <u>Replacement of WTP Filter Valves</u>	Fax #: _____
Email: _____	Telephone #: <u>561-585-9477</u>
Person to contact: <u>Greg Dunham</u>	

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

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

Was the project completed on time and within budget?

What was the project completion date?

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

Would you contract with this Contractor again? Yes | | No | | Maybe | |

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20110078

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

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

E-Bid Number: 20110078	
Title: Supply & Install Spray Nozzle Cleaning System at RO Packed Degasifier Towers	
Bidder: <u>TLC Diversified, Inc.</u> (Camelot Lakes Utilities-Mobile Home Park)	
Reference: <u>RO Treatment Unit Replacement</u>	Fax #: _____
Email: _____	Telephone #: <u>941-721-0046</u>
Person to contact: <u>Bruce Peebles</u>	

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

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

Was the project completed on time and within budget?

What was the project completion date?

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism _____
Qualifications _____
Budget Control _____

Final Product _____
Cooperation _____
Reliability _____

Would you contract with this Contractor again? Yes | | No | | Maybe | |

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20110078

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

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

E-Bid Number: 20110078	
Title: Supply & Install Spray Nozzle Cleaning System at RO Packed Degasifier Towers	
Bidder: <u>TLC Diversified, Inc.</u>	
Reference: <u>Tropical Farms (Martin County, FL)</u>	Fax #: <u>772-288-5911</u>
Email: _____	Telephone #: <u>772-221-1442</u>
Person to contact: <u>Ted Robbins</u>	

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

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

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past 5 years?
What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20110078

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

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

E-Bid Number: 20110078
Title: Supply & Install Spray Nozzle Cleaning System at RO Packed Degasifier Towers
Bidder: <u>TLC Diversified, Inc.</u> <u>Marshall Street & East Apcf Chlorine Gas & Sulfur Dioxide</u>
Reference: <u>Conversion Proj (City of Clearwater, FL)</u> Fax #: <u>727-562-4755</u>
Email: _____ Telephone #: <u>727-562-4827</u>
Person to contact: <u>Robert Maue</u> <u>robert.maue@myclearwater.com</u>

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

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

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20110078

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

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

E-Bid Number: 20110078
Title: Supply & Install Spray Nozzle Cleaning System at RO Packed Degasifier Towers
Bidder: <u>TLC Diversified, Inc.</u> <u>Replacement of 4 Surficial Aquifer Production Wells-</u>
Reference: <u>FY 2010 (Seacoast Utility Authority) Fax #: 561-624-2839</u>
Email: <u>jlance@sua.com</u> Telephone #: <u>561-627-2900</u>
Person to contact: <u>Jim Lance</u>

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

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

Was the project completed on time and within budget?

What was the project completion date?

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20110078

EXED

~~AUG 14 10 11 AM~~

~~CONFIDENTIAL~~

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasser Towers
 CITY OF PORT ST LUCIE
 121 SW Port St. Lucie Boulevard
 Port St. Lucie, Florida, 34984
 772-871-5223

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

B-Bid Number: 20110078

Title: Supply & Install Spray Nozzle Cleaning System at RO Packed Degasser Towers

Bidder: TLC Diversified, Inc.
 (Mock Roos & Associates for the City of West Palm Beach, FL)

Reference: Henry Glaus Fax #: 561-478-7248

Email: henry.glaus@mockroos.com Telephone #: 561-683-3113 Ext. 298

Person to contact: Henry Glaus

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

(Describe the scope of work of the contract awarded by your firm to this Contractor.)
 1. Replace 4 10,000 gal hydraulic pneumatic tanks & piping
 2. Modify street ground level storage tank & piping

Was the project completed on time and within budget? YES
 What was the project completion date? 1. November 2009 2. October, 2010
 How many projects has this vendor completed for you within the past 5 years?
Three (3)
 What problems were encountered (claims)? None
 How many change orders were requested by this Contractor? None

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

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

Would you contract with this Contractor again? Yes No Maybe

Comments:

Thank you.

For CMAR Use Only	
Reference Checked	<input type="checkbox"/>
Check Checked	<input type="checkbox"/>



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

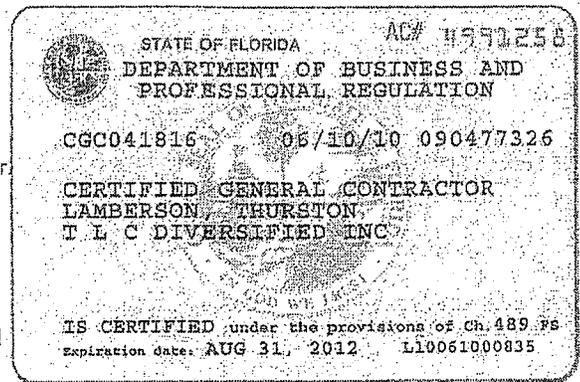
(850) 487-1395

LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

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

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

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



DETACH HERE

AC# 4391258

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10061000835

DATE	BATCH NUMBER	LICENSE NBR
06/10/2010	090477326	CGC041816

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

LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

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STATE OF FLORIDA AC# 4991411
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CUC053963 06/10/10 090477326

CERT UNDERGROUND & EXCAV CNTR
LAMBERSON, THURSTON
T L C DIVERSIFIED INC

IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date: AUG 31, 2012 L10061000988

DETACH HERE

AC# 4991411

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10061000988

DATE	BATCH NUMBER	LICENSE NBR
06/10/2010	090477326	CUC053963

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

LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

TLC DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

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STATE OF FLORIDA AC# 4472212
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 QB0001332 07/14/09 090032366
 QUALIFIED BUSINESS ORGANIZATION
 TLC DIVERSIFIED INC
 (NOT A LICENSE TO PERFORM WORK.
 ALLOWS COMPANY TO DO BUSINESS IF
 IT HAS A LICENSED QUALIFIER.)
 IS QUALIFIED under the provisions of Ch.489 FS
 Expiration date: AUG 31, 2011 L09071400671

DETACH HERE

AC# 4472212 STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L09071400671

DATE	BATCH NUMBER	LICENSE NBR
07/14/2009	090032366	QB0001332

The BUSINESS ORGANIZATION
 Named below IS QUALIFIED
 Under the provisions of Chapter 489 FS.
 Expiration date: AUG 31, 2011
 (THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS THE
 COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)
 TLC DIVERSIFIED INC
 2719 17TH STREET EAST
 PALMETTO FL 34221

CHARLIE CRIST GOVERNOR CHARLES W. DRAGO SECRETARY
 DISPLAY AS REQUIRED BY LAW

State of Florida

Department of State

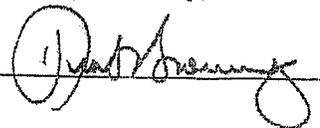
I certify from the records of this office that T.L.C. DIVERSIFIED, INC. is a corporation organized under the laws of the State of Florida, filed on April 4, 1985.

The document number of this corporation is H51364.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on February 2, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Eleventh day of February, 2011*



Secretary of State

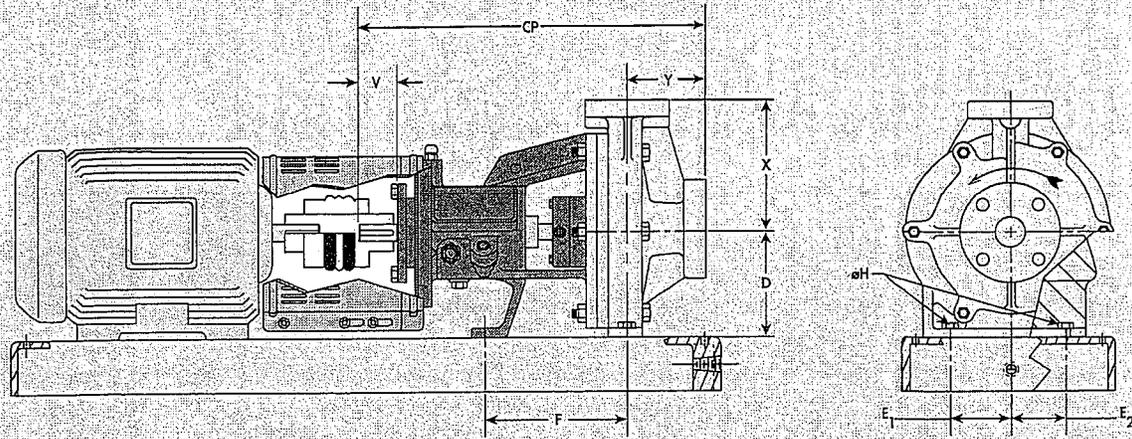


Authentication ID: 200193194722-021111-H51364

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

<https://efile.sunbiz.org/certauthver.html>

PUMP DIMENSIONS FOR SERIES 1500



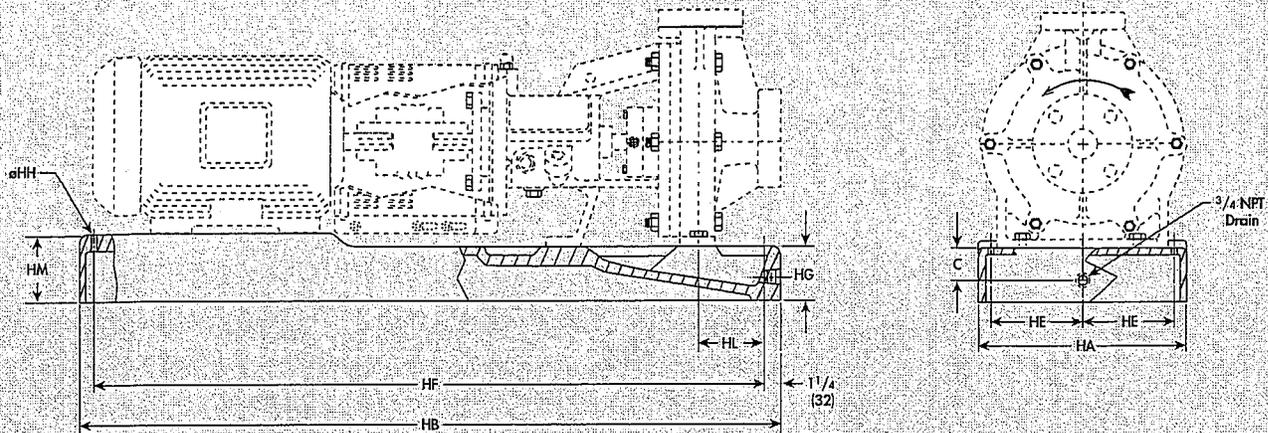
PUMP IMPELLER X SUCTION X DISCHARGE	1 x 1.5 x 6	1.5 x 3 x 6	2 x 3 x 6	1 x 1.5 x 8	1.5 x 3 x 8	2 x 3 x 8	3 x 4 x 8	1 x 2 x 10	1.5 x 3 x 10	2 x 3 x 10	3 x 4 x 10	4 x 4 x 10	4 x 6 x 10	2 x 3 x 13	3 x 4 x 13	4 x 6 x 13	6 x 8 x 13	8 x 10 x 15	10 x 12 x 16
ANSI DESIGNATION	AA	AB	-	AA	A50	A60	A70	A05	A50	A60	A70	-	A80	A30	A40	A80	A90	A120	-
ISO/DIN AVAILABILITY																			
VIS AVAILABILITY																			
CP		17 1/2 445							23 1/2 597								33 7/8 860	35 1/8 892	
D		5 1/4 133						8 1/4 210					10 254				14 1/2 368	18 457	
X		6 1/2 165		8 1/2 216	9 1/2 242	11 280		8 1/2 216	9 1/2 242	11 280	12 1/2 318	13 1/2 343	11 1/2 292	12 1/2 318	13 1/2 343	16 406	19 483	26 660	
F		7 1/4 184							12 1/2 318								18 3/4 476	17 3/4 541**	
2E1		6 152							9 3/4 248								16 406	22 559	
2E2		0 0							7 1/4 184								9 229	14 356	
H								5/8 16									7/8 22	1 25	
U		7/8 22.23							1 1/8 28.58								2 3/8 60.33		
KEYWAY		3/16 x 3/32 4.76 x 2.38							1/4 x 1/8 6.35 x 3.18								5/8 x 5/16 15.88 x 7.94		
V		2 51							2 5/8 67								4 102		
Y								4 102									6 152	7 178	
MOTOR FRONT		143-184							182-286								254-365		
BASEPLATE		1T							2								5		
MOTOR FRONT		213-215							324-326								404-405		
BASEPLATE		2T							3								6		
MOTOR FRONT		254-256							-								-		
BASEPLATE		1							-								-		

DIMENSIONS ARE IN INCHES WITH MILLIMETERS BELOW.

*CF—Consult Factory (Steel Baseplate Only)

**Front mounting holes 1" to rear of discharge centerline

BASEPLATE DIMENSIONS



BASE PLATE MODEL	HA	HB	HE	HF	HG	HH	HL	C
1T	10 (254)	35 (890)	4 (102)	32 1/2 (825)	2 5/8 (67)	3/4 (19)	4 1/2 (114)	1 11/16 (43)
2T	12 (305)	39 (990)	4 1/2 (114)	36 1/2 (927)	2 7/8 (73)	3/4 (19)	4 1/2 (114)	1 5/16 (49)
1	12 (305)	45 (1140)	4 1/2 (114)	42 1/2 (1080)	3 3/4 (95)	3/4 (19)	4 1/2 (114)	1 7/8 (47)
2	15 (305)	52 (1320)	6 (152)	49 1/2 (1257)	3 3/4 (95)	3/4 (19)	4 1/2 (114)	1 7/8 (47)
3	18 (457)	58 (1475)	7 1/2 (191)	55 1/2 (1410)	4 (102)	1 (25)	4 1/2 (114)	1 7/8 (47)
†4	18 (457)	60 (1525)	7 1/2 (191)	57 1/2 (1460)	4 (102)	1 (25)	*NOTE	N/A
5	22 (559)	68 (1727)	9 1/2 (241)	65 1/2 (1664)	4 1/2 (114)	1 (25)	6 1/2 (165)	1 1/2 (38)
6	22 (559)	80 (2032)	9 1/2 (241)	77 1/2 (1969)	4 1/2 (114)	1 (25)	6 1/2 (165)	1 1/2 (38)

DIMENSIONS ARE IN INCHES AND (MILLIMETERS)

Mount your pump on a corrosion-resistant fiberglass baseplate from Fybroc.

- **Corrosion resistance**

Fybroc fiberglass baseplates are designed specifically for use in corrosive environments, providing the same corrosion-resistance as our time-proven Fybroc fiberglass pumps.

- **High strength**

A high percentage of continuous strand fiberglass reinforces the corrosion-resistant resins, giving the baseplate a high degree of additional strength.

- **Integral catch basin with drip rim construction**

Each Fybroc fiberglass baseplate incorporates a sloping catch basin, eliminating expensive alloy drip pans and/or rim baseplates.

- **Economy**

Fybroc fiberglass baseplates last indefinitely without corroding, thus eliminating the operational and maintenance costs of replacing corroded baseplates.

- **ANSI dimensions**

Every Fybroc fiberglass baseplate is predrilled to accept all ANSI pumps and standard NEMA frame motors.

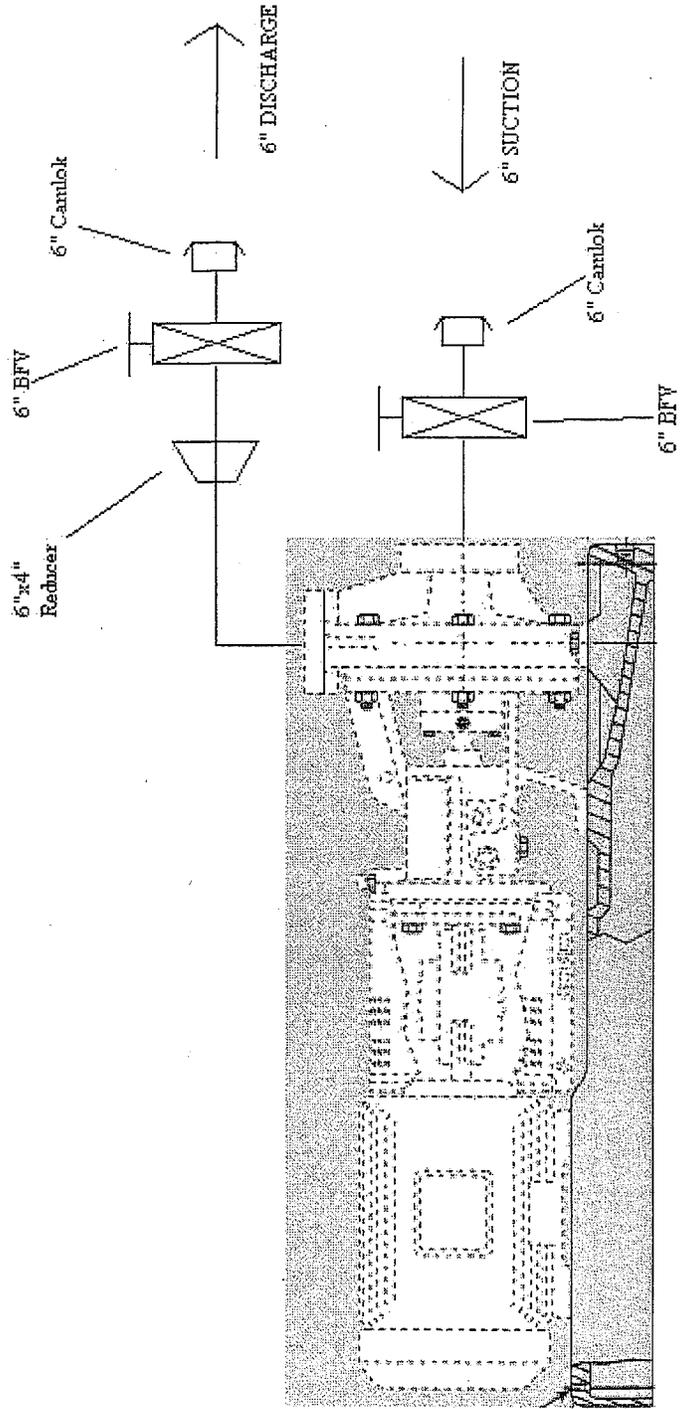
- **Stilt-mounting**

Optional stilt-mounted baseplates are available when desired.

* Note: Dimension varies with pump model

† Model 4 base available for special applications.

Consult Factory.





JAWS# 2487 – Port St Lucie Degasifier Mod
Previous Project References

Orange County

(8) Degasifiers 13' Dia. @ 4,340 GPM ea.

Sarasota

(2) Degasifiers 12' dia. @ 3,500 GPM ea.

Lake Worth

(2) Degasifiers 9' dia. @ 2,250 GPM ea.

Hood Road WTP

(6) Degasifiers 12' dia. @ 3,472 GPM ea.

Westport WWTP

(2) Scrubbers – Added chemical addition ports

North Lee County RO WTP

(1) Degasifier & (2) Scrubber – Added chemical feed ports

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

LIST OF ALL SUB-CONTRACTORS:

JACOBS AIR WATER SYSTEMS TAMPA, FL.

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

CHECKLIST
E-Bid #20110078

Supply & Install Spray Nozzle Cleaning System
at RO Packed Degasifier Towers

Name of Bidder: TLC Diversified, Inc.

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

- E-Bid Reply Sheet #20110078 with proper signature uploaded to Demandstar.
- Drug-Free Workplace Form uploaded to Demandstar.
- 5% Bid Bond uploaded to Demandstar and mailed in immediately after opening. **MUST** be received within 3 days after opening for the bid to be considered.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20110078.
- Required W-9 as per Section 1.24.1 uploaded to Demandstar.
- Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- Reference Check Forms - 5 each uploaded to Demandstar.
- Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- Shop Drawings along with required details uploaded to Demandstar.
- List of four (4) installations similar in nature to the one being proposed uploaded to Demandstar.
- Have reviewed the Contract and accept all City Terms and Conditions.
- List of all sub-contractors uploaded to Demandstar.com.
- Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID REPLY SHEET

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers
E-Bid Reply Sheet #20110078

**Supply & Install Spray Nozzle Cleaning System
 At PO Packed Degasifier Towers**

1. **COMPANY NAME:** AM Construction Group, Inc.
 DIVISION OF: N/A
 PHYSICAL ADDRESS: 12689 164th Court N., Jupiter, FL 33478
 MAILING ADDRESS: SAME
 CITY, STATE, ZIP CODE: SAME
 TELEPHONE NUMBER: (561) 262-7833 FAX NO: (561) 748-9203
 CONTACT PERSON: Abel Mendez E-MAIL: amconstruction@bellsouth.net

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

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

Abel Mendez
 President
Oscar Jimenez
 Vice President
Suzanne Mendez
 Treasurer

How long in present business: 9 years How long at present location: 9 years

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

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

Addendum Number	Date Issued
# 1	7/20/11
# 1A	7/20/11
# 1B	7/20/11
# 2	8/16/11

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.

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

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: N/A %

5.3 Bid Reply:

Item #	Description	Unit Price	Unit of Measure	Total
1	Install Spray Nozzle System at Degasifiers	3	EA	\$72,851. ⁰⁰
2	Supply & Install Pump	1	EA	\$24,950. ⁰⁰
3	Shop Drawings approved by the manufacturer	1	LS	\$350. ⁰⁰
4	Provide Hands-On Cleaning of one Degasifier (City to provide all cleaning solutions)	1	EA	\$9,000. ⁰⁰
5	Indemnification Fee	1	LS	\$10.00
6	Total Amount			\$107,161.⁰⁰

Award will be based on the amount on Line # 6.

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

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

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

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

9. **CERTIFICATION**

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

Abel Mendez
Signature

August 16, 2011
Date

E-Bid #20110078

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

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

Abbi Mendez President
Signature Title
Abbi Mendez

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

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that
AM Construction Group, 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.

Alvin Mandy
Bidder's Signature
August 16, 2011
Date

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # BB03162

KNOW ALL MEN BY THESE PRESENTS, that we AM Construction Group, Inc. 12689 164 Court North Jupiter, FL 33478

as Principal, hereinafter called the Principal, and First Sealord Surety, Inc. 4901 NW 17 Way, Ste 304 Ft. Lauderdale, FL 33309

a corporation duly organized under the laws of the State of PA as Surety, hereinafter called the Surety, are held and firmly bound unto City of Port St. Lucie 121 SW Port St. Lucie, Blvd., Port St. Lucie, FL

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid—Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Install PVC Piping, Pump & Nozzles

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

Signed and sealed this 15 day of August 2011

(Witness) Suzanne Mendez

(Witness) [Signature]

AM Construction Group, Inc. (Principal) (Seal)

(Title) Able Mendez President

First Sealord Surety, Inc. (Surety) (Seal)

(Title) Robert Barra Attorney In Fact

First Sealord Surety, Inc.
Power of Attorney

Power No: MIA-0025-11-09129

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint

Robert Barra of Coral Springs, Florida

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

***** Not To Exceed Five Million Dollars-----(\$5,000,000.00) *****

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.



(Seal)

Attest:

[Signature]
Gary L. Bragg, Secretary

First Sealord Surety, Inc.

By:

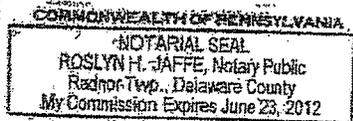
[Signature]
Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania
County of Montgomery

On this 22nd day of April, 2010, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., satisfactorily proven to be the person whose name is subscribed to this instrument (driver's license), who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said

State of Pennsylvania
County of Delaware

[Signature]
Notary Public



(Seal)

CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this 15 day of August, 2011.

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here BB03162), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

[Signature]
Gary L. Bragg, Secretary

**Request for Taxpayer
 Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) AM Construction Group, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 12689 164th Court North City, state, and ZIP code Jupiter, FL 33478	Requester's name and address (optional)
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number									
Employer identification number									
3	2	-	0	0	0	7	6	0	1

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).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Abel Mandy</i>	Date ▶ <i>August 16, 2011</i>
------------------	--	-------------------------------

General Instructions

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

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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



Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

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

B-Bid Number: 20110078
Title: Supply & Install Spray Nozzle Cleaning System at RO Packed Degasifier Towers
Bidder: <u>AM Construction Group, Inc.</u>
Reference: <u>Jacobs Engineering Group, Inc.</u> Fax #: <u>561-799-6579</u>
Email: <u>Bud.Gablisch@jacobs.com</u> Telephone #: <u>561-214-0000 cell</u>
Person to contact: <u>Bud Gablisch</u>

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

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

UPGRADE 10 MGD WATER TREATMENT PLANT INCLUDING ADD ON SITE SODIUM HYPOCHLORITE GENERATOR.

Was the project completed on time and within budget? YES

What was the project completion date? MARCH 2008

How many projects has this vendor completed for you within the past 5 years? 1, AND IS WORKING ON A SECOND ONE CURRENTLY

What problems were encountered (claims)? NONE

How many change orders were requested by this Contractor? NONE THAT WERE UNEXPECTED.

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

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

Would you contract with this Contractor again? Yes No Maybe

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers
 CITY OF PORT ST LUCIE
 121 SW Port St. Lucie Boulevard
 Port St. Lucie, Florida, 34984
 772-871-5223

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

E-Bid Number: 20110078

Title: Supply & Install Spray Nozzle Cleaning System at RO Packed Degasifier Towers

Bidder: AM Construction Group, Inc.

Reference: City of Bounton Beach Fax #: _____

Email: roschekcehb@pl.us Telephone #: 561-632-4100 cell

Person to contact: Chris Roschek 561-742-6413 work

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

Describe the scope of work of the contract awarded by your firm to this Contractor. subcontractor for Sodium Hypochlorite On-site Generation (OSG) System at West Water Treatment Plant. Currently completing concrete containment work at West Plant.

Was the project completed on time and within budget? Yes

What was the project completion date? OSG: May 2008, Containment: In Progress

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

What problems were encountered (claims)? None.

How many change orders were requested by this Contractor? None. City initiated one change order for the concrete containment project.

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

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

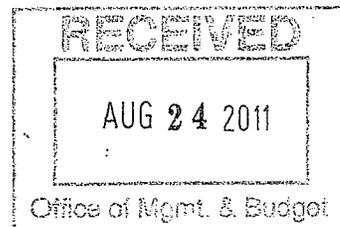
Would you contract with this Contractor again? Yes No Maybe

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clark Checked	

E-Bid #20110078



Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

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

E-Bid Number: 20110078	
Title: Supply & Install Spray Nozzle Cleaning System at RO Packed Degasifier Towers	
Bidder: <u>AM Construction Group, Inc.</u>	
Reference: <u>Kimley-Horn and Assoc., Inc.</u>	Fax #: <u>561-863-2175</u>
Email: <u>Mark.Miller@K-H.com</u>	Telephone #: <u>561-379-6235</u>
Person to contact: <u>Mark Miller</u>	

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

Describe the scope of work of the contract awarded by your firm to this Contractor.
MECHANICAL + PIPING WORK FOR RO WATER TREATMENT PLANTS.

Was the project completed on time and within budget? **YES**
What was the project completion date? **2009**
How many projects has this vendor completed for you within the past 5 years? **3**

What problems were encountered (claims)? **NONE**

How many change orders were requested by this Contractor? **3-4, OWNER INITIATED.**

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

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

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

Comments:

Thank you.

Per OMB Use Only	
Reference Checked	
Clerk Checked	

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

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

E-Bid Number: 20110078
Title: Supply & Install Spray Nozzle Cleaning System at RO Packed Degasifier Towers
Bidder: <u>AM Construction Group, Inc.</u>
Reference: <u>Holtz Consulting Engineers, Inc.</u> Fax #: <u>561-575-2009</u>
Email: <u>david.holtz@holtzconsulting.com</u> Telephone #: <u>561-262-6241 Cell</u>
Person to contact: <u>Dave Holtz</u>

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

Describe the scope of work of the contract awarded by your firm to this Contractor. Furnish and install two new Turbo blowers and diffused aeration system for aerobic digester, air piping and blower building improvements

Was the project completed on time and within budget? Yes

What was the project completion date? SC = 9/5, FA = 10/5/11

How many projects has this vendor completed for you within the past 5 years? One, and another just starting.

What problems were encountered (claims)? None

How many change orders were requested by this Contractor? None, except owner requested

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

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

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

Comments: Very good performance and

Thank you. easy to work with

For OMB Use Only	
Reference Checked	
Clerk Checked	

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

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

E-Bid Number: 20110078	
Title: Supply & Install Spray Nozzle Cleaning System at RO Packed Degasifier Towers	
Bidder: <u>AM Construction Group, Inc.</u>	
Reference: <u>Seacoast Utility Authority</u>	Fax #: <u>561-624-2839</u>
Email: <u>khaas@sua.com</u>	Telephone #: <u>561-723-4306 cell</u>
Person to contact: <u>Keith Haas</u>	

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

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

Was the project completed on time and within budget?

What was the project completion date?

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20110078

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

<p>STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION CONSTRUCTION INDUSTRY CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW</p>  <p>EFFECTIVE: 04/05/2010 EXPIRATION DATE: 04/05/2012</p> <p>PERSON: ABEL MENDEZ FEIN: 320007601</p> <p>BUSINESS NAME AND ADDRESS: AM CONSTRUCTION GROUP INC 12689 164TH COURT NORTH JUPITER, FL 33478</p> <p>SCOPE OF BUSINESS OR TRADE: 1- PLUMBING CONTRACTOR 2- GENERAL CONTRACTOR</p>	<p>IMPORTANT</p> <p>Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.</p> <p>Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt.</p> <p>Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.</p> <p>QUESTIONS? (850) 413-1609</p>
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PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

<p>STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION CONSTRUCTION INDUSTRY CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW</p>  <p>EFFECTIVE: 04/05/2010 EXPIRATION DATE: 04/05/2012</p> <p>PERSON: OSCAR JIMENEZ FEIN: 320007601</p> <p>BUSINESS NAME AND ADDRESS: AM CONSTRUCTION GROUP INC 12689 164TH COURT NORTH JUPITER, FL 33478</p> <p>SCOPE OF BUSINESS OR TRADE: 1- PLUMBING CONTRACTOR 2- GENERAL CONTRACTOR</p>	<p>IMPORTANT</p> <p>Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.</p> <p>Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt.</p> <p>Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.</p> <p>QUESTIONS? (850) 413-1609</p>
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PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

<p>STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION CONSTRUCTION INDUSTRY CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW</p>  <p>EFFECTIVE: 03/23/2011 EXPIRATION DATE: 03/22/2013</p> <p>PERSON: SUZANNE MENDEZ FEIN: 320007601</p> <p>BUSINESS NAME AND ADDRESS: AM CONSTRUCTION GROUP INC 12689 164TH CT N JUPITER, FL 33478-8564</p> <p>SCOPE OF BUSINESS OR TRADE: 1- PLUMBING CONTRACTOR 2- GENERAL CONTRACTOR</p>	<p>IMPORTANT</p> <p>Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.</p> <p>Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt.</p> <p>Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.</p> <p>QUESTIONS? (850) 413-1609</p>
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CUT HERE

* Carry bottom portion on the job, keep upper portion for your records.

7/17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/16/2011

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

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

PRODUCER ALL CITY INSURANCE INC - ACI 7200 CORPORATE CENTER DR SUITE 316 MIAMI FL 33126	CONTACT NAME: JAVIER GUTIERREZ
	PHONE (A/C No, Ext): (305) 463-9431 FAX (A/C No): (305) 629-7808 E-MAIL ADDRESS: JGUTIERREZ@ALLCITYINS.COM
INSURED AM CONSTRUCTION GROUP INC. 12669 164th CT NORTH JUPITER FL 33478-	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: MID-CONTINENT CASUALTY CO 23418
	INSURER B: MOUNT VERNON FIRE INSURAN 26522
	INSURER C: TRAVELERS INDEMNITY COMPA
	INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 10 REVISION NUMBER: 00

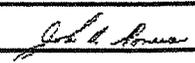
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADDITIONAL SUBR. INSR. LTR	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC		04GL803921	10/27/2010	10/27/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA-3A44205A	06/24/2011	06/24/2012	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$		XL2117649	09/08/2010	09/08/2011	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER	CANCELLATION	AI COMOAI
CITY OF PORT SAINT LUCIE OFFICE OF MANAGEMENT & BUDGET ATTN: ROBYN HOLDER 121 SW. PORT SAINT LUCIE BLVD PORT SAINT LUCIE FL 34984	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE	

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CERTIFICATE OF LIABILITY INSURANCE							Date 8/16/2011
Producer: Lion Insurance Company 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.			
Insured: South East Employee Leasing Services, Inc. 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage		NAIC #	
				Insurer A:	Lion Insurance Company		11075
				Insurer B:			
				Insurer C:			
				Insurer D:			
Coverages <small>The points of insurance listed below have been issued to the insured named above for the policy periods 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. Aggregate limits shown may have been reduced by paid claims.</small>							
INSR LTR	ADCL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence Damage to rented premises (EA occurrence) Med Exp Personal Adv Injury General Aggregate Products - Comp/Op Agg	
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage (Per Accident)	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence Aggregate	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? If Yes, describe under special provisions below.	WC 71949	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> OTH-ER	E.L. Each Accident \$1,000,000 E.L. Disease - Ea Employee \$1,000,000 E.L. Disease - Policy Limits \$1,000,000
Other		Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616					
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 08-56-952 Coverage only applies to active employee(s) of South East Employee Leasing Services, Inc. that are leased to the following "Client Company": <p style="text-align: center;">AM Construction Group, Inc.</p> Coverage only applies to injuries incurred by South East Employee Leasing Services, Inc. active employee(s) , while working in Florida. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562. Project Name: ISSUE 08-16-11 (SD)							
Benin Date: 5/7/2010							
CERTIFICATE HOLDER CITY OF PORT ST. LUCIE ATTN: ROBYN HOLDER 121 SW PORT ST. LUCIE BLVD PORT ST. LUCIE, FL 34984				CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to send 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.			
							

STATE OF FLORIDA AC# 5093447
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1504453 08/13/10 108032653

CERTIFIED GENERAL CONTRACTOR
MENDEZ, ABEL
AM CONSTRUCTION GROUP INC

IS CERTIFIED under the provisions of ch. 489 FS
Expiration date: AUG 31, 2012 L10081301624

STATE OF FLORIDA AC# 5093274
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CPC1425723 08/13/10 108032656

CERTIFIED PLUMBING CONTRACTOR
MENDEZ, ABEL
AM CONSTRUCTION GROUP INC.

IS CERTIFIED under the provisions of ch. 489 FS
Expiration date: AUG 31, 2012 L10081301449

Palm Beach County
Office of Small Business Assistance

Certifies That

AM CONSTRUCTION GROUP, INC.

Vendor # VC0000119305

is a *Small/Minority Business Enterprise* as prescribed by section 2-80.21 – 2-80.35 of the *Palm Beach County Code* for a three year period from August 12, 2011 to August 11, 2014.

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

COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION SERVICES
PLUMBING MAINTENANCE AND REPAIR (INCLUDES PRESSURE TAPPING SERVICES,
PIPE FREEZES, TOILETS, ETC.)
RESIDENTIAL BUILDING CONSTRUCTION SERVICES

Palm Beach County Board of County Commissioners

Karen T. Marcus, Chair
Shelley Vana, Vice Chair
Paulette Burdick
Steven L. Abrams
Burt Aaronson
Jess R. Saintamaria
Priscilla A. Taylor

County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker



Allen F. Gray
Allen F. Gray, Manager

5/25/2011

SMALL BUSINESS CERTIFICATION

The City of West Palm Beach's Small Business Division

Certifies that

AM CONSTRUCTION GROUP, INC.

Has met the necessary requirements for certification as a Small Business under the Small Business Program as prescribed by the City of West Palm Beach's Ordinance Number 3366-00.

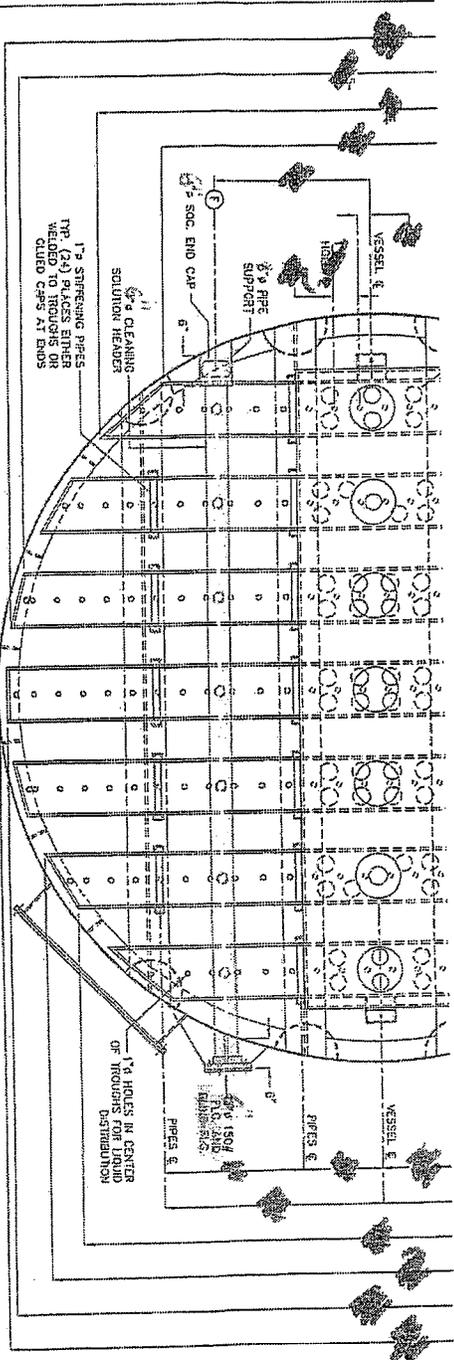
The following List of Services and/or Product are covered under this certification

- Public Works and Related Services
- Plumbing, Maintenance and Repair Services
- Construction Services, General
- Building Construction Services

Issued by the City of West Palm Beach on May 26, 2011 and expires on May 31, 2014

Alfred Pensej
Alfred Pensej MA CIPM
Procurement Official

Certificate Number: 1039958



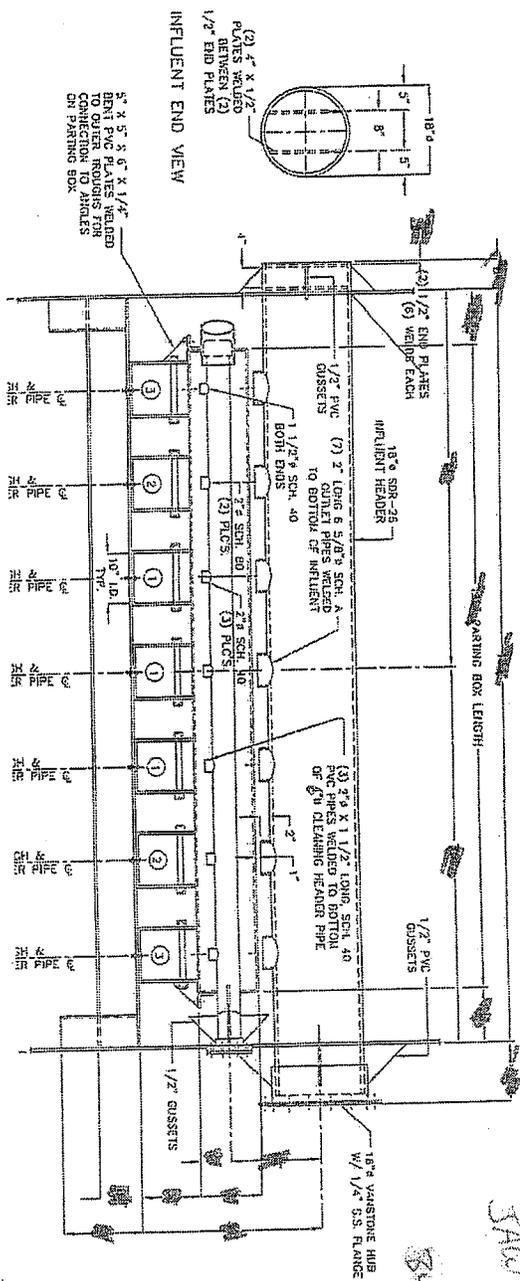
PLAN VIEW
(INFLUENT HEADER NOT SHOWN)

3/8" END PLATE

TRUCKS TO BE SHIPPED TO FIELD POSITION IN THE FACTORY AS INSTALLED

(1) 3/8" x 2" LONG-THREAD BOLTS, NUTS, & WASHERS

3" WE SE



INFLUENT END VIEW

5" x 5" x 5/8" x 1/4" BENT PVC PLATES WELDED TO OUTER END PLATES ON PARTING BOX

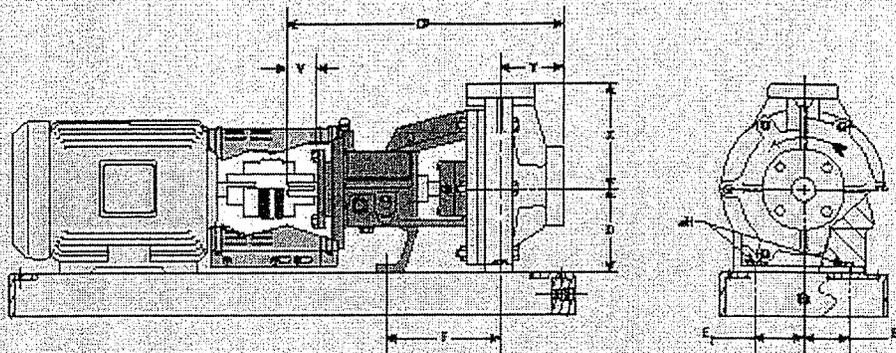
BRONZERS

3405

WASHERS ARE TO BE SHIPPED TO FIELD POSITION IN THE FACTORY AS INSTALLED

15' 44'

PUMP DIMENSIONS FOR SERIES 1500



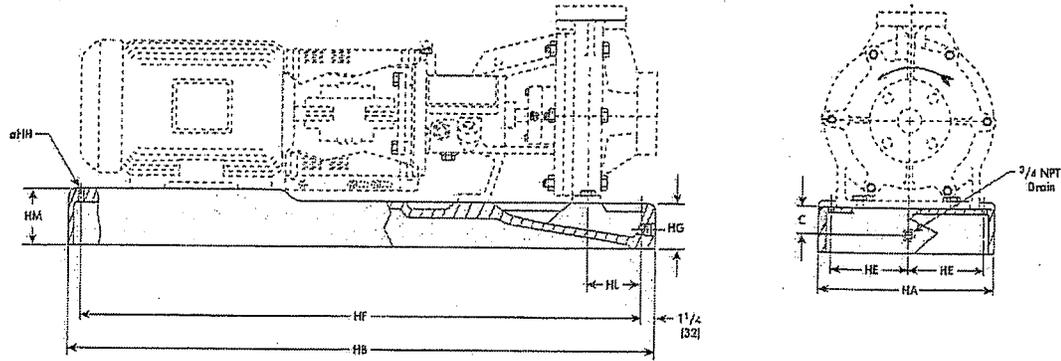
PUMP INFLUENCE SECTION DISCHARGE	1 1/2 x 6	2 x 6 x 6	3 x 6 x 6	1 1/2 x 8	1 1/2 x 8 x 8	2 x 8 x 8	2 x 8 x 8	1 1/2 x 10	1 1/2 x 8 x 10	2 x 8 x 10	3 x 8 x 10	4 x 8 x 10	4 x 8 x 10	2 1/2 x 15	3 x 4 x 15	4 x 6 x 15	6 x 8 x 15	8 x 10 x 15	10 x 12 x 16												
ANSI DESIGNATION	AA	AB	-	AA	A50	A60	A70	A05	A50	A60	A70	-	A80	A30	A40	A80	A90	A120	-												
ISO/DIN NOMENCLATURE																															
VIS. ALIGNMENT																															
C	17 1/4 445												23 1/2 597		33 1/4 860		35 1/8 892														
D	5 1/4 133												8 1/4 210		30 254		14 1/2 368		18 457												
I	6 1/2 165		8 1/2 216		9 1/2 242		11 280		8 1/2 216		9 1/2 242		11 280		12 1/2 318		13 1/2 343		11 1/2 292		12 1/2 318		13 1/2 343		16 406		19 483		26 660		
F	7 1/4 184												12 1/2 318												18 1/2 476		17 1/2 541**				
Z1	6 152												9 1/2 248												16 406		22 559				
Z2	0 0												7 1/4 184												9 229		14 356				
H																				5/8 16		7/8 22									
H	3/4 22.23												1 1/4 28.58												2 1/4 60.33						
KEYWAY	3/16 x 3/32 4.76 x 2.38												1/16 x 1/8 6.35 x 3.18												5/16 x 5/16 15.88 x 7.94						
Y	2 51												2 1/4 67												4 102						
Y																				4 102		6 152		7 178							
Motor Feet	143-184												182-286												254-365						
Baseplate	1T												2												5						
Motor Feet	213-215												324-326												404-405						
Baseplate	2T												3												6						
Motor Feet	254-256												-												-						
Baseplate	1												-												-						

DIMENSIONS ARE IN INCHES WITH MILLIMETERS BELOW.

*CF—Consult Factory (Steel Baseplate Only)

**Front mounting holes 1" to rear of discharge casters.

BASEPLATE DIMENSIONS



BASE PLATE MODEL	HA	HB	HE	HF	HG	HH	HL	C
.1T	10 (254)	35 (890)	4 (102)	32 1/2 (825)	2 5/8 (67)	3/4 (19)	4 1/2 (114)	1 11/16 (43)
2T	12 (305)	39 (990)	4 1/2 (114)	36 1/2 (927)	2 7/8 (73)	3/4 (19)	4 1/2 (114)	1 15/16 (49)
1	12 (305)	45 (1140)	4 1/2 (114)	42 1/2 (1080)	3 3/4 (95)	3/4 (19)	4 1/2 (114)	1 7/8 (47)
2	15 (305)	52 (1320)	6 (152)	49 1/2 (1257)	3 3/4 (95)	3/4 (19)	4 1/2 (114)	1 7/8 (47)
3	18 (457)	58 (1475)	7 1/2 (191)	55 1/2 (1410)	4 (102)	1 (25)	4 1/2 (114)	1 7/8 (47)
†4	18 (457)	60 (1525)	7 1/2 (191)	57 1/2 (1460)	4 (102)	1 (25)	*NOTE	N/A
5	22 (559)	68 (1727)	9 1/2 (241)	65 1/2 (1664)	4 1/2 (114)	1 (25)	6 1/2 (165)	1 1/2 (38)
6	22 (559)	80 (2032)	9 1/2 (241)	77 1/2 (1969)	4 1/2 (114)	1 (25)	6 1/2 (165)	1 1/2 (38)

DIMENSIONS ARE IN INCHES AND (MILLIMETERS)

Mount your pump on a corrosion-resistant fiberglass baseplate from Fybroc.

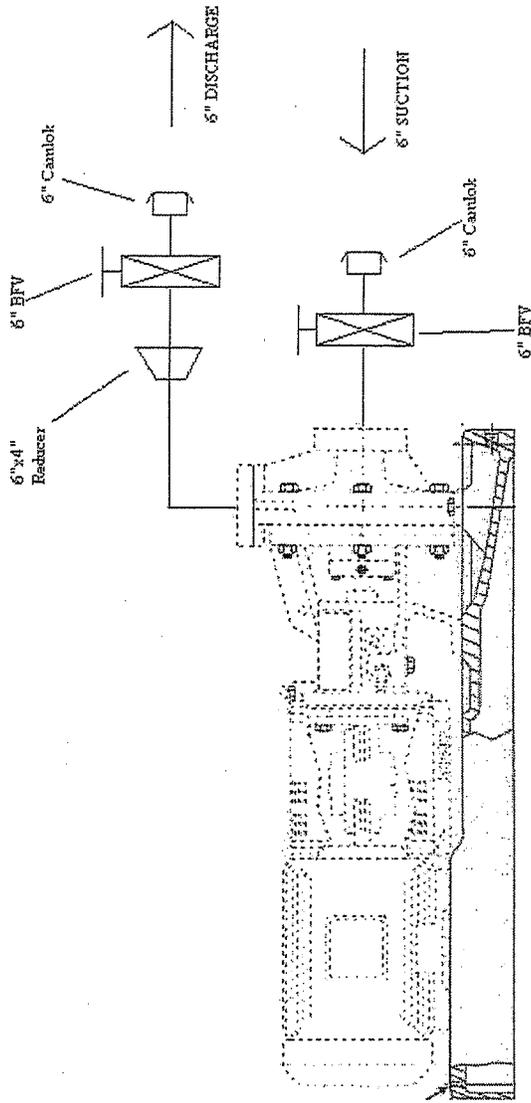
- Corrosion resistance**
 Fybroc fiberglass baseplates are designed specifically for use in corrosive environments, providing the same corrosion-resistance as our time-proven Fybroc fiberglass pumps.
- High strength**
 A high percentage of continuous strand fiberglass reinforces the corrosion-resistant resins, giving the baseplate a high degree of additional strength.
- Integral catch basin with drip rim construction**
 Each Fybroc fiberglass baseplate incorporates a sloping catch basin, eliminating expensive alloy drip pans and/or rim baseplates.

- Economy**
 Fybroc fiberglass baseplates last indefinitely without corroding, thus eliminating the operational and maintenance costs of replacing corroded baseplates.
- ANSI dimensions**
 Every Fybroc fiberglass baseplate is predrilled to accept all ANSI pumps and standard NEMA frame motors.
- Stilt-mounting**
 Optional stilt-mounted baseplates are available when desired.

* Note: Dimension varies with pump model

† Model 4 base available for special applications.

Consult Factory.





Quote#2487r1
8/11/11

JOB NAME: Prineville Degasifier Cleaning System
LOCATION: Port St. Lucie, FL
BID DATE: August 16th, 2011
EQUIPMENT: Degasifier Cleaning System
SPECIFICATIONS: N/A
MANUFACTURER: JAWS & Duall Division/Met-Pro Corporation

We are pleased to quote the following equipment and/or services only as detailed in this proposal. We do not include any local, state and federal taxes.

ITEM #1

Three (3) each Degasifier Cleaning Supply Header (Supply and Install).....\$ _____

- 6" PVC Supply header with internal support (plain end left exposed 6")
- 2ea Gusseted supply line brackets to be welded on the side of each Degasifier
- PVC thermal welding, FRP field patching, and FRP gelcoat included.
- Scissor lift to gain access to elevated work.

ITEM #2

One (1) each Degasifier Cleaning Pump.....\$ _____

- Fybroc Series 1500 6x6, 500gph, @ 50" TDH
- 15HP Premium Efficiency Motor
- FRP baseplate
- Pump/Motor alignment

ITEM #3/#4

One (1) lot Technical Services.....\$ _____

- Project Management
- Installation Checkout/Startup
- Initial cleaning
- Submittals and O&M Manuals

One (1) lot Freight to Jobsite
FOB Shipping Point, Full Freight Allowed

Delivery: Submittals 3-4 weeks, fabrication 3-4 weeks after approval and release.

General scope for contractor

- 1) Add necessary flanges, fittings, hardware, and piping from 6" JAWS installed supply cleaning header to bring the piping to 4' above top of concrete. The end of this vertical pipe shall have a 6" Camlok type fitting. Provided UV coating to PVC (typical).
- 2) Add necessary flanges, fittings, hardware, piping, Camlok type fittings onto 6" supply line on each degasifier. Add Camlock type fittings onto existing 6" suction port. (See layout drawing).
- 3) Supply 1 set of flexible suction and supply hoses from common cleaning pump to degasifier. Overall length of hoses should be long enough to run from the farthest degasifier to the common cleaning pump. Camlok type fittings on both ends (and between each hose)
- 4) Set, level, anchor, grout cleaning pump. Furnish and install pressure gauge.
- 5) Pump has 6" suction flange and 4" discharge flange. Furnish and install all necessary flanges, fittings, hardware, piping, and 6" Butterfly valves for both sides of the pump. Contractor to install reducer just after the pump discharge. (See pump piping layout drawing)

Clarifications, description of work, and items not supplied by JAWS/Duall including but not limited to:

- Bid Bond, permits, etc are by others.
- Electrical connections to common cleaning pump.
- The site preparation, wet wells, foundations, and structural supports are by others.
- The off loading, storage, installation materials and labor including crane service, rigging, erection, guy wires, anchors, duct and stack supports, shims, and underlay pad are by others.
- Site clean up and disposal of crates, protective equipment wrap, or other items used in the packaging/shipping of equipment.
- All piping, valves, accessories, and installation labor required to complete the installation are by others.
- All chemicals, chemical storage tanks or drums, water, supply piping, and drainage disposal.
- All electrical wiring, motor control centers, local disconnects, instrumentation, and connection accessories are by others.
- Cleaning, disinfecting, Bac-Ts, etc. is by others.
- All permits, taxes, duties, brokerage, and licensing fees are the responsibility of others.
- These systems use hazardous chemicals and potentially dangerous rotating equipment, which must be operated and maintained by, experienced, qualified, and trained personnel. During the course of installation, start-up and testing, the responsibility of safety is by the contractor.

Please call if you have any questions, or if I can assist in anyway.

Respectfully,

Jacobs Air Water Systems
Joseph Zaccardelli P.E.
Project Manager

JAWS

A	B	C	D	E	F	G	H	I	J
1	PROJECT: SPRAY NOZZLE CLEANING SYSTEM								
2	BRNO # 20110078								
3	BRD DATE: AUGUST 16, 2011								
4	FOUR INSTALLATIONS SIMILAR IN NATURE TO THE ONE BEING PROPOSED (to be updated to Demandstar)								
5									
6									
7									
	PROJECT	OWNER	LOCATION	COMPANY NAME	DESIGNING ENGINEER CONTACT	ADDRESS	PHONE	VALUE	SCOPE OF WORK
9	North Singer Island Pump	City of Riviera Beach	3020 N. Ocean Blvd., Riviera Beach, FL 33409	Mathews Consulting, Inc.	Pete Mathews	477 Rosemary Ave., Ste 350, W. Palm Beach, FL 33401	561-655-5175	\$ 1,013,000	Drillite iron piping, booster pumps, concrete forms, schedule 80 pvc piping.
10	Doymen Ocash Water Treatment Plant	City of Boynton Beach	5649 Boynton Beach Blvd., Boynton Beach, FL 33435	Jordan, Jones, Goulding	Rud Goblack	3350 PGA Blvd., Ste. 780, Palm Beach Gardens, FL 33410	561-798-3855	\$ 6,500,000	New construction concrete, form work, ductile iron piping, high service pumps, chemical piping, S.S. piping
11	Vero Beach Water Treatment Plant	Indian River County	1550 9th St. W., Vero Beach, FL 32950	Rimley-Horn and Associates, Inc.	Mark Miller	4431 Embarradero Dr., W. Palm Beach, FL 33407-3259	561-840-0258	\$ 550,000	Upgrade/improvements: concrete, high service pumps, ductile iron piping, chemical piping, chemical storage tanks, filter membranes, suspension of all leads
12	Rockledge Waste Water Treatment Plant	City of Rockledge	1700 Jack Oaks Blvd., Rockledge, FL 32955	Jones, Edwards & Associates, Inc.	Jeanie Bell	3910 S. Washington Ave., Ste. 210, Titusville, FL 32780	321-269-2950	\$ 2,900,000	Drillite iron piping, vertical turbine pump, excavation, pvc piping, concrete, chemical piping, blumbing

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

LIST OF ALL SUB-CONTRACTORS:

- 1.) JACOBS AIR WATER SYSTEMS
- _____
- _____
- _____
- _____
- _____



A Met-Pro Product Recovery/Pollution Control Technologies Business
Combining the Resources of Bio-Reaction®, Duall, Flex-Kleen®, and Met-Pro® Systems

August 15, 2011

To whom it may concern:

RE: Port St Lucie E-Bid 20110078

As required by the bid documents, Duall, now known as Met-Pro Environmental Air Solutions will honor our NSF warranty certification regarding Aerator modifications required under this bid as long as Jacobs Air Water Systems performs the actual work. Any Aerator vessel modifications performed by others will void any NSF certification.

Met-Pro Environmental Air Solutions
Duall Product Brand

Dan Ching
Regional Sales Manager



MPEAS - Oregon
Bio-Reaction®
20202 SW 95th Avenue
Tualatin, OR 97062
Tel: 503-691-2100 • Fax: 503-691-8051
info@dualldiv.com
www.dualldiv.com

MPEAS - Michigan
Duall
1150 Industrial Drive
Oshtemo, MI 48867
Tel: 989-725-8184 • Fax: 989-725-8188
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www.dualldiv.com

MPEAS - Illinois
Flex-Kleen®
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Glenlake Heights, IL 60139
Tel: 830-275-0707 • Fax: 830-295-9019
info@flex-kleen.com
www.flex-kleen.com

MPEAS - Pennsylvania
Met-Pro® Systems
P.O. Box 144
Harleysville, PA 19426
Tel: 215-725-9300 • Fax: 215-725-8501
sales@met-pro.com
www.met-prosystems.com

Supply & Install Spray Nozzle Cleaning System @ RO Packed Degasifier Towers

CHECKLIST
E-Bid #20110078

**Supply & Install Spray Nozzle Cleaning System
at RO Packed Degasifier Towers**

Name of Bidder: AM Construction Group, Inc.

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

- E-Bid Reply Sheet #20110078 with proper signature uploaded to Demandstar.
- Drug-Free Workplace Form uploaded to Demandstar.
- 5% Bid Bond uploaded to Demandstar and mailed in immediately after opening. **MUST be received within 3 days after opening for the bid to be considered.**
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20110078.
- Required W-9 as per Section 1.24.1 uploaded to Demandstar.
- Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- Reference Check Forms -- 5 each uploaded to Demandstar.
- Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- Shop Drawings along with required details uploaded to Demandstar.
- List of four (4) installations similar in nature to the one being proposed uploaded to Demandstar.
- Have reviewed the Contract and accept all City Terms and Conditions.
- List of all sub-contractors uploaded to Demandstar.com.
- Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID REPLY SHEET

E-Bid #20110078



Construction Group, Inc.

12689 164th Court North
Jupiter, FL 33478

LETTER OF TRANSMITTAL

TO: Robyn Holder
COMPANY: City of Port St. Lucie
DATE: 8/19/2011

FAX:
PHONE: 772-344-4293

FROM: Abel Mendez

 COMPANY: AM Construction Group, Inc.

FAX: (561) 748-9203

CELL: (561) 262-7833

OFFICE: (561) 262-7874

EMAIL: amconstruction@bellsouth.net

NUMBER OF PAGES 6
(INCLUDING THIS ONE)

PROJECT: E-Bid # 20110078

Supply & install spray nozzle cleaning system at RO Packed Degasifier Towers

REMARKS: Please see attached bid bond requested to be mailed after 8/19/2011 e-bid

submittal. Call my cell with any questions or if any additional information is needed. Thanks.

cc:

