

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

Meeting Date: October 10, 2011

MK

Public Hearing _____ Ordinance _____ Resolution _____ Motion X

Item: 20110049R- Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas and Aquatic Vegetation Control

Recommended Action:

Approval of Award and Contract documents with Environmental Services Unlimited, Inc., for the Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas and Aquatic Vegetation Control at locations throughout the City. Contract in the total amount of \$21,830.71, any additional areas identified by the City of Port St. Lucie, future expenditures as budget allows and all renewals.

Exhibits: Department memo attached yes [] no

All Bid documents, Responses from Bidders, Bid Tabulation Reports and all related documents.

All Bid documents, Responses from Bidders, Bid Tabulation Reports and all related documents from the previous rejected bid #20110049.

Explanation/Background Information:

The original bid #20110049 was rejected by City Council on June 20, 2011 due to the bid documents missing several locations and areas. The bid package was revised and re-bid. Six (6) proposals were received from Subcontractors for the Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas. One no-bid was received. The proposals were opened on August 26, 2011 at 3:00pm. The top two bidders were chosen and sent to Mike Kendrick of the Parks and Recreations Department. Environmental Services Unlimited, Inc. met all requirements and qualifications and was the best value proposal of \$21,830.71. This is a one (1) year contract with four (4) – one (1) year renewal options.

Purchase is a replacement

Purchase was budgeted.

Department requests expenditure from the following:

Fund	001	General Fund
	001	General Fund
	421	Parks & Recreation
	001	General Fund
	001	General Fun
Cost Center	1900	City Hall
	7210	Parks & Recreation – Parks
	7250	The Saints Golf Course
	7215	Botanical Gardens
	7201	Community Center
Object Code	534000	Other Contractual Services
Project		

Director of OMB concurs with award: _____ City Manager concurs with award: *JMB*

Department requests 2 minutes to make a presentation.

Submitted by: Sherman Conrad, Parks and Recreation, Director

Sherman Conrad 9-29-11

RECEIVED

SEP 28 2011

City Manager's Office

Lisa Lawrence

From: Patricia Roberts
Sent: Thursday, September 29, 2011 12:44 PM
To: Lisa Lawrence
Cc: Sherman Conrad
Subject: AGENDA REQUEST ITEM-REMOVAL OF EXOTIC SPECIES FROM WETLANDS
Attachments: sharp@cityofpsl.com_20110929_104800.pdf

Attached please find our Agenda Request Item for the above-listed item to be included for the City Council Meeting Agenda being scheduled for 10-10-11. If there is anything further that I need to do, please advise. Thank you in advance.

-----Original Message-----

From: Sharp Scanner On Behalf Of sharp@
Sent: Thursday, September 29, 2011 11:48 AM
To: Patricia Roberts
Subject: Scanned image from MX-3501N

Reply to: sharp@cityofpsl.com <sharp@cityofpsl.com> Device Name: Not Set Device Model: MX-4501N
Location: Not Set

File Format: PDF (Medium)
Resolution: 600dpi x 600dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader4.0 or later version, or Adobe(R)Reader(TM) of Adobe Systems Incorporated to view the document.

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<http://www.adobe.com/>



Memorandum

To: Cheryl Shanaberger, Deputy Director OMB
From: Mike Kendrick, Turf Crew Supervisor *MK*
Date: September 26, 2011
Re: Recommended Contract Award to Environmental Services Unlimited
SB #20110049R

Recommend that we award the Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas and Aquatic Vegetation Control contract number #20110049R to the lowest bidder, Environmental Services Unlimited. There were concerns regarding the bid price; the Contractor was contacted and feels that the bid price given will be enough to provide excellent service and quality workmanship. In the event that the Contractors services are not provided as specifically outlined in the contract, the award will be given to the second lowest bidder.

DEPARTMENT	FUNDING CODES	ANNUAL TOTALS
City Hall:	001-1900-53400	\$ 909.24
Parks & Recreation:	001-7210-53400	\$ 13, 900.36
Saints Golf Course:	421-7250-53400	\$ 3, 148.80
Botanical Gardens:	001-7215 -53400	\$ 2, 983.59
Community Center:	001-7201-53400	\$ 888.72S

If you have any questions or need additional information, please do not hesitate to contact me.

MK/

cc: Bradley Keen, - Parks Administrator
Jay Liss, - Recreation Administrator
Curtis Wichern, - Golf Administrator



Environmental Services Unlimited, Inc.

15001 West Angle Road, Fort Pierce, Florida 34945

Office # 772-584-2152 Fax # 772-264-7767

Chad@environmentalunlimited.com

September 13, 2011

City of Port St Lucie
121 SW Port St Lucie Boulevard
Building "A" – Suite #390
Port St. Lucie, FL 34984
Phone #772-871-5223

Environmental Services Unlimited, Inc. is confident that we can perform the necessary work for the prices quoted in the Bid #20110049R-LL.

Thank you,

A handwritten signature in cursive script that reads "Chad Bates".

Chad Bates



CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Building "A" - Suite #390
Port St. Lucie, Florida, 34984
772-871-5223

For OMB Use Only	
Reference Checked	
Clerk Checked	

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

Bid/RFP Number: #20110049R-LL

Title: **Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas and Aquatic Vegetation Control**

Bidder/Respondent: Environmental Services Unlimited

Reference: Jay Letucno @ Ballen Trace Fax #: (772) 337-0010

Email: SIRLS@yahoo.com Telephone #: (772) 224 980

Person to contact: Jay Letucno

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.

Please indicate work Contractor completed for you: i.e. plant removal, maintenance of exotic species, areas involving wetlands/uplands/natural areas: plant removal / maintenance of exotic species / wetland maintenance / lake maintenance / pH testing & H₂O quality / following guidelines set by South Florida Water Management district

Was the project completed on time and within budget? yes

What was the project completion date? yes

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

Any issues will kill off wildlife such as fish? NO

What problems were encountered (claims)? N/A (please explain under separate sheet)

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>8</u>	Cooperation	<u>10</u>
Budget Control	<u>8</u>	Reliability	<u>10</u>

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

Comments:

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Building "A" - Suite #390
Port St. Lucie, Florida, 34984
772-871-5223

For OMB Use Only	
Reference Checked	
Clerk Checked	

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

Bid/RFP Number: #20110049R-LL

Title: **Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas and Aquatic Vegetation Control**

Bidder/Respondent: Environmental Services Unlimited, Inc.

Reference: EW Consultants

Fax #: (561) 623.5481

Email: croelandts@ewconsultants.com Telephone #: 561 623 5475

Person to contact: Chris Roelandts

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.

Please indicate work Contractor completed for you: i.e. plant removal, maintenance of exotic species, areas involving wetlands/uplands/natural areas:

Exotic plant maintenance in uplands and wetlands, planting of native wetland plants in wetlands.

Was the project completed on time and within budget? yes

What was the project completion date? 7/1/2011

How many projects has this vendor completed for you within the past 5 years? 9

Any issues will kill off wildlife such as fish? No

What problems were encountered (claims)? None (please explain under separate sheet)

How many change orders were requested by this Contractor? 0

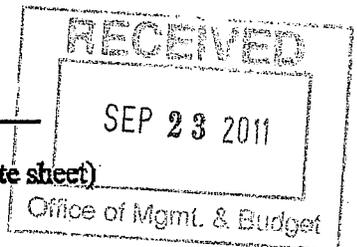
How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism 7
Qualifications 8
Budget Control 10

Final Product 9
Cooperation 9
Reliability 8

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

Comments:



CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Building "A" - Suite #390
Port St. Lucie, Florida, 34984
772-871-5223

For OMB Use Only	
Reference Checked	
Clerk Checked	

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

Bid/RFP Number: #20110049R-LL

Title: Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas and Aquatic Vegetation Control

Bidder/Respondent: Environmental Services Unlimited

Reference: Harbour Ridge Country Club Fax #: (772) 336.2952

Email: R.Reed@hrycc.com Telephone #: (772) 370 2025

Person to contact: Russell Reed

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.

Please indicate work Contractor completed for you: i.e. plant removal, maintenance of exotic species, are as involving wetlands/uplands/natural areas: Annual maintenance contract for the maintenance of exotic species in the slough system at Harbour Ridge.

Was the project completed on time and within budget? Yes

What was the project completion date? Continuing contract to Sept 30, 2012.

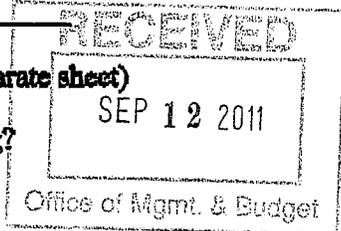
How many projects has this vendor completed for you within the past 5 years? 6

Any issues will kill off wildlife such as fish? No

What problems were encountered (claims)? None (please explain under separate sheet)

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:

Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas and Aquatic Vegetation Control

SB #20110049R

Bid Opening Date: 8.26/2011

Bidders	A - Wetlands		B - Aquatic		Total	Bid Bond	Addendum #1	Insurance	3 References	Drug Free	Licenses	Certifications	3 Copies	CD	W-9	MSDS	Visa	% Discount
	\$		\$															
Environmental Services Unlimited (1)	\$ 7,825.15	\$ 14,005.56	\$ 21,830.71			X	X	X	X	X		X	X		X	X	N	-
Clarke Aquatic Services (2)	\$19,503.51	\$ 12,904.56	\$ 32,408.07			X	X	X	X	X		X	X		X	X	N	-
Arazoza Brothers Corp.	\$39,091.50	\$ 31,569.36	\$ 70,660.86			X	X	X	X	X		X	X	X	X	-	N	-
Aquatic Vegetation Control, Inc.	\$54,927.46	\$ 80,063.38	\$ 134,990.84			X	X	X	X	X		X	X		X	X	N	-
Native Creations, Inc.	\$19,800.00	\$ 21,000.00	\$ 40,800.00			X	X	X	X	X		X	X		X	-	N	-
DeAngelo Brothers / Aquagenix (3)	\$19,319.38	\$ 13,818.36	\$ 33,137.74			X	X	X	X	X		X	X	X	X	X	Y	1.5

122 Companies Notified
 3 Bid Documents Distributed
 6 Bids Received

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

BID # 20110049R
OPENED: August 26, 2011
TIME: 3:00:00pm.

BID TITLE: Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas
And Aquatic Vegetation Control

The following vendor(s) submitted proposals:

Environmental Services Unlimited	\$21,830.71
Clarke Aquatic Services	\$32,408.07
Alazora Brothers Corp	\$70,060.86
Aquatic Vegetation Control	\$134,990.83
Nature Creations	\$40,800.00
DeAngelo Brothers dba Aquagenix	\$33,137.74

The following vendor's submitted a "No Bid":

Number of Companies Notified: 122.....
Number of Bid Documents Distributed: 3...
Number of Bids Received:6.....

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

BID OPENING ATTENDANCE
20110049R-LL

**Exotic Removal /Maintenance of Wetlands/Uplands/Natural Areas
 And Aquatic Vegetation Control
 August 26, 2011 @ 3:00 p.m.**

	Name (Please PRINT Legibly)	Company Name Or Entity	E-mail Address	Telephone # & FAX #
1.	Lisa Marie Lawrence	City of PSL-OMB	llawrence@cityofpsl.com	Ph: 772-871-5222 Fax: 772-871-7337
2.	KC Sontz	Clarke	ksontz@clarke.com	Ph: 561 951 0920 Fax: 561 290 1562
3.	Chad Bates	Environmental Services Unlimited	Chad@EnvironmentalServicesUnlimited.com	Ph: 561 248 8861 Fax: (772) 204 7767
4.	JOE QUINN	ARAZOZA BROS	JQUINNE@ARAZOZA-BROTHERS.COM	Ph: 505 240 -3223 Fax: 505 240 -0481
5.				Ph: Fax:
6.				Ph: Fax:
7.				Ph: Fax:
8.				Ph: Fax:
9.				Ph: Fax:
10.				Ph: Fax:
11.				Ph: Fax:
12.				Ph: Fax:
13.				Ph: Fax:
14.				Ph: Fax:

STATEMENT OF NO BID

To: City of Port St. Lucie
Office of Management & Budget
121 S.W. Port St. Lucie Boulevard
Building A - Suite #390
Port St. Lucie, FL 34984-5099

Bid: #20110049R-LL

Bid Title: **Department of Parks and Recreation
Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas and
Aquatic Vegetation Control**

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: EarthBalance Telephone: (407) 518-5592

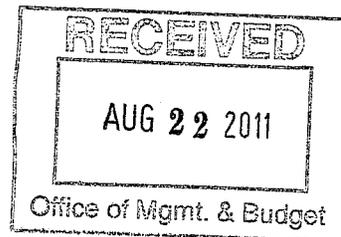
Division: Central Florida Office

Address: 21 South Randolph Avenue

Kissimmee, Florida 34741

Signature: Melinda Deal
Melinda Deal, Operations Coordinator

Date: August 16, 2011



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

BID # 20110049R
OPENED: August 26, 2011
TIME: 3:00 p.m.

BID TITLE: Removal/Maintenance of Exotic Species form Wetlands/Uplands/Natural Areas & Aquatic
Vegetation Control

24 AUG PM 2:30 23s

RECEIVED

*Aquatic
Jef.*

26 AUG PM 2:49 30s

RECEIVED

Clark

25 AUG PM 3:50 49s

RECEIVED

En. Srvs. Unlimited

~~25 AUG PM 3:54 10s~~

*DeAngelo
Brothers*

25 AUG PM 3:54 25s

Received

~~26~~ 26 AUG PM 12:33 12s

RECEIVED

Native Creations

26 AUG PM 1:10 27s

RECEIVED

Arazoza Bros.

Addendum #1
Sealed Bid #20110049R
Removal/Maintenance of Exotic Species from
Wetlands/Uplands/Natural Areas
And
Aquatic Vegetation Control
August 12, 2011

NOTE: The bid opening date has not been changed.

Bid Opening: August 26, 2011 @ 3:00pm

Question/Answers

Q: The invitation says \$3,000.00 and further down in the bid at 4.1, it notes bid bond of not less than 5% of bid amount.

A: The bid bond on this project is \$3,000.00

Q: Is the city of Port St. Lucie or another company currently treating all the areas outlined in the bid?

A: The City and another company are currently doing the treatments in these areas.

Q: If the city is not currently treating these areas, what is the name of the company that is currently treating these areas?

A: The City and Clark Aquatic Vegetation Control

Q: What is the city currently paying to treat these areas?

A: The amounts vary and their contract can be found on the City's website.

Q: Are payments a lump sum arrangement, a per acre arrangement or a per linear foot arrangement or a combination?

A: The bid reply sheet in the bid documents show how to bid – payment arrangements are monthly/per treatment.

Q: If these areas are not currently being treated, when did treatment stop or has treatment ever been done?

A: Currently being treated

Q: Is the labor unit price per hour for one crew member? Is the Cattail removal a per hour cost for one crew member, or a per acre price? The first two items in Future Work Pricing have defined unit costs (per acre, per lf).

A: The Aquatic planting and cattail removal is labor pricing – if you bid it per man (1) or crew – per hour, make sure you are clear. This is just for “future” work, “if” needed.

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 to be accepted.

BID REQUEST / RFP REQUEST

Department: Parks & Rec. (7210) Department Technical Specialist: Mike Kendrick Extension: 772-370-3901 Cell

Item/Description of Work Summary: removal of exotic species from native Areas, wetlands, retention, and uplands to comply with regulatory permits

Technical Specifications Attached: Yes No (must be submitted electronically in word or excel)
Technical documents must be in word in one file, no logos
Bid Reply, must be in excel and a separate file, no logos
Plans may be PDF but must be in one file, dated and numbered consecutively.

Date plans received approval by City Building Department N/A

Replacement: Yes No Budgeted Amount: 40,000.⁰⁰ Any grant funds being used _____

If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
001-7210-5340	001	7210	5340	
001-7215-3340	001	7215	5340	
307 7210-5340	307	7210	5340	

Suggested Bidders (Use separate sheet if necessary): These will be added to DemandStar broadcast list.

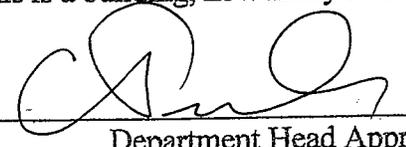
Bidder Name	Address	Fax Number	Contact Person
Sampson Tree Service Company.	2170 S.W. Conant Ave. P.S.L. 34953	772-336-5763	Rich Sampson
Clarke Aquatic Services Inc.	3036 Michigan Ave. Kissimmee Fl. 34744	407-944-0709	KC Sentz
Aquatic Vegetation Control	6753 Garden Road, Suite 109 Riviera Beach. 33404	561-845-5374	DAVID Little

Reason for purchase or service:
Monitoring and removal of exotic species to comply with permits.

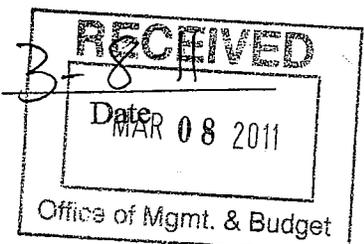
If digging or trenching is required what is the depth? N/A

If work is in water, what is the depth? up to 2' Is the water navigable? NO

If this is a building, how many stories? N/A


Department Head Approval Reviewed: Paddy C. 3/7/2011

3/7/2011



City of Port Saint Lucie Department of Parks and Recreation Exotic Removal/Maintenance of Wetlands/Uplands/Natural Areas

Specific Requirements

- Contractor must have and maintain proof of all Florida licenses required for Aquatic Pest Control and Natural Area Weed Management.
- Contractor must utilize the latest version of the Florida Exotic Pest Plant Council's (FEPPC) list of most dangerous exotic invasive species to define what species to look out for and remove from all listed sites.
- Only EPA and State of Florida approved herbicides will be utilized.
- Contractor must provide up-to-date MSDS sheets and Labels of all chemicals used on City sites.
- Contractor must provide copies of chemical application records on the same day treatment occurred to Parks Contract Supervisor. *show*
- All vegetation will be cut completely from the root system and treated in place.
- All herbicides applied must have an indicator dye mixed in with chemicals to allow for monitoring and evaluation.
- Vegetation treated in place closer than fifteen feet from piers, sidewalks, nature trails, or boardwalks will be removed from site to prevent any aesthetic displeasure or other issues. All other areas will be cut-in-place and treated only.

- Contractors will take all precautionary measures to ensure that all herbicide treatments will not take place during high winds or rain storms that may allow herbicide to come in contact with native or off target species.
- Contractor must be aware the wetlands and retention ponds are stocked with a variety of fish: i.e. Catfish, Bass, Blue Gill and Carp. Extra precaution must be taken to insure that no fish are harmed or killed during chemical application.
- Contractor will be responsible for all clean-up and repair from any type of accident occurring from chemical application at no charge to the City and provide testing to assure water quality.

Quote Requirements

- Prices must be given per acre per individual site.
- All prices must include all materials and labor.
- Separate prices needed per acre to add additional sites in the future.

Locations

- Torino Regional Park Phase I North side, Wetland/Upland.(3 treatments annually).
- Botanical Gardens, Wetland/Upland, (3 treatments annually).
- Rivergate/Tom Hooper Park, Wetland/Upland, (3 treatments annually).
- Jessica Clinton Park, Retention area, (2 treatments annually).
- Charles Ray Park Retention area, (2 treatments annually).



Torino Regional Park Phase I North Side (75 acres)

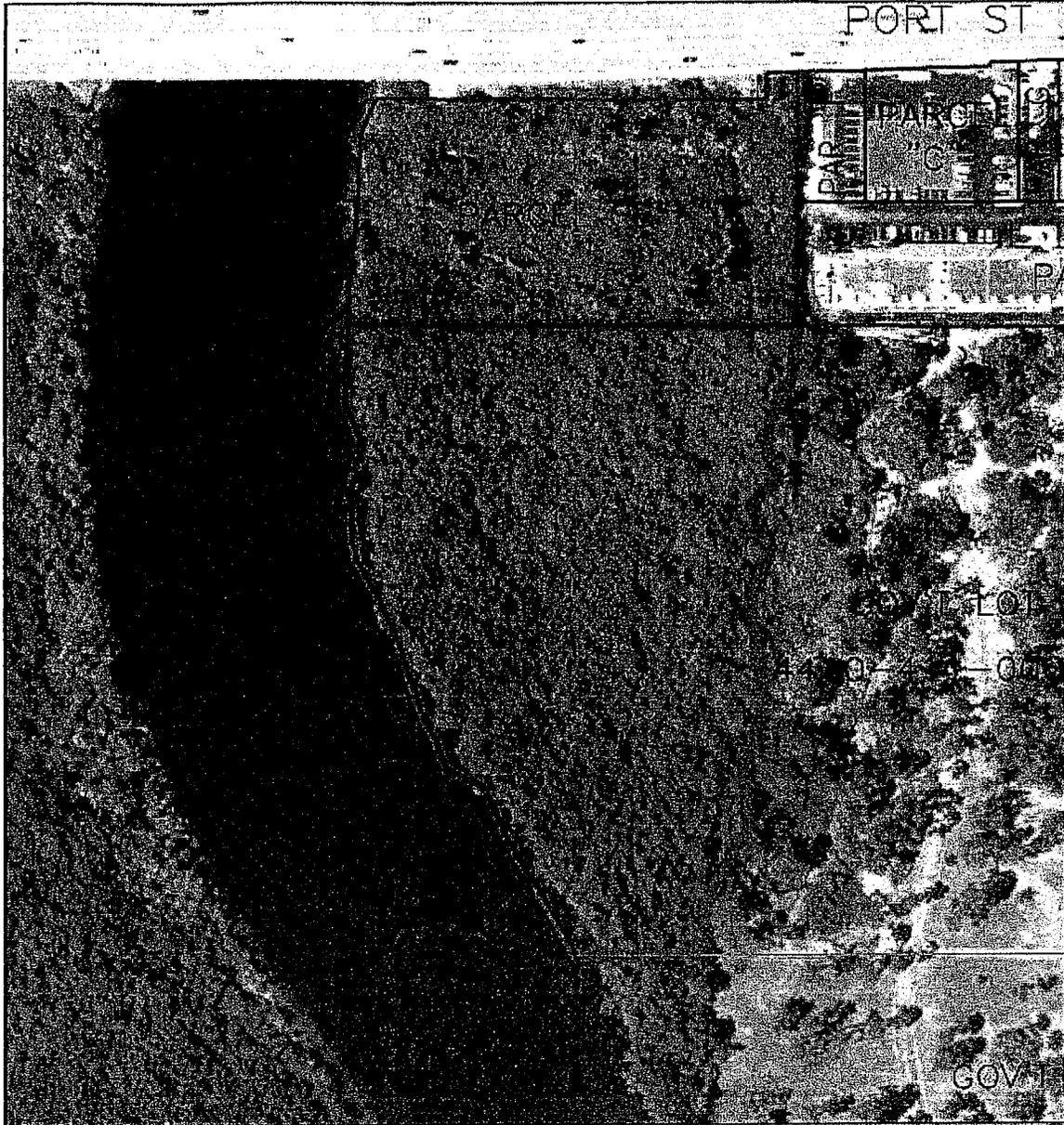
5201 N.W. North Torino Parkway, PSL, 34986

Wetland/Upland

3 Treatments annually

Prices for this property will exclude the lake.

Price to maintain lake monthly will be given as an option



Botanical Gardens (6.23 acres)

2410 S.E. Westmoreland Blvd. PSL. 34984

Wetland/ Upland

3 treatments annually

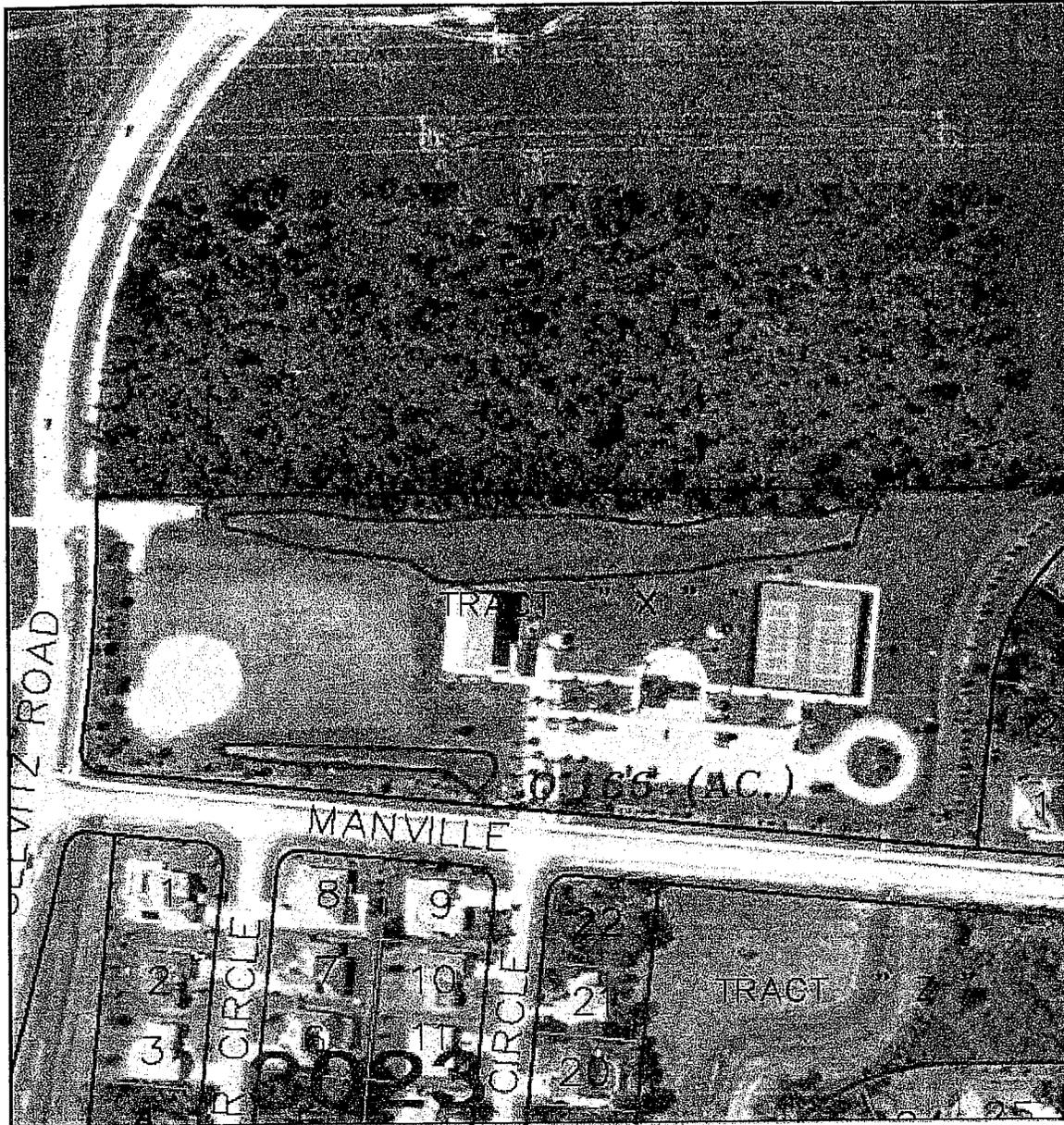


Rivergate/Tom Hooper Park (12 Acres)

2200 S.E. Veterans Memorial Parkway PSL. 34952

Wetland/ Upland

3 treatments annually

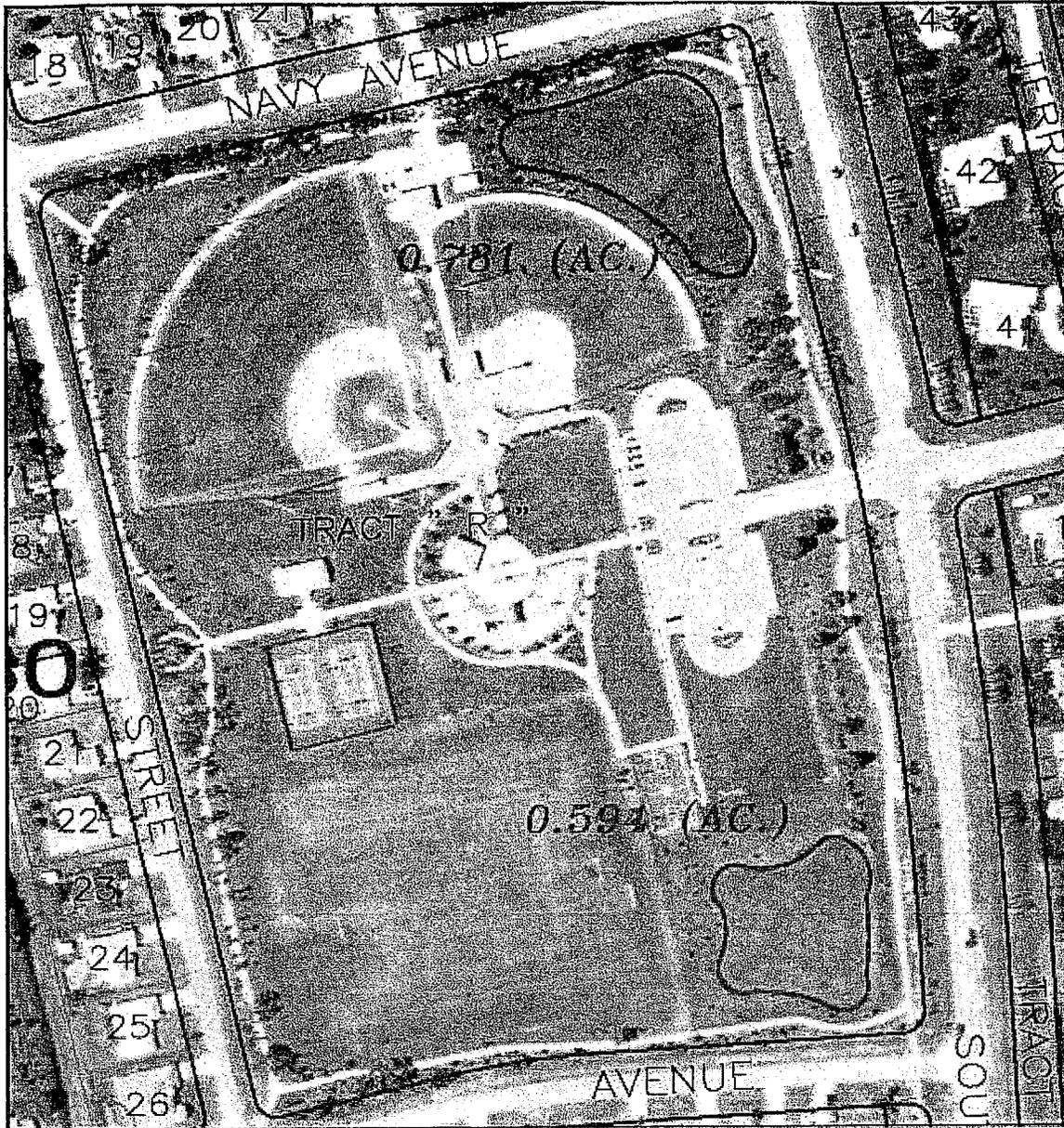


Charles Ray Park (.83 acres)

5626 S.W. Manville Drive PSL. 34983

Retention area only

2 treatments annually



Jessica Clinton Park (1.375 Acres)

3200 S.E. Southbend Blvd. PSL 34984

Retention area only

2 treatments annually



"A City for All Ages"

CITY OF PORT ST. LUCIE

Sealed Bid #20110049R-LL

Department of Parks and Recreation

**Removal/Maintenance of Exotic Species from
Wetlands/Uplands/Natural Areas
and
Aquatic Vegetation Control**

Prepared By: Lisa Marie Lawrence
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Building A – Suite #390
Port St. Lucie, FL 34984-5099
772-871-5222
llawrence@cityofpsl.com

INVITATION TO BID

Sealed Bid #20110049R-LL for *Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas and Aquatic Vegetation Control* will be received by the Office of Management and Budget of the City of Port St. Lucie no later than *3:00:00 pm on August 26, 2011*. Specifications are attached.

Bids must be mailed or delivered to the Office of Management & Budget, 3rd Floor, Suite #390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099.

Each Bidder must deposit with his bid, a bid bond, or bid guaranty, in the amount of \$3,000.00, made payable to the City of Port St. Lucie.

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

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.

Lisa Marie Lawrence
Contract Procurement 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.

**SPECIFICATIONS
BID #20110049R-LL**

**Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas
and
Aquatic Vegetation Control**

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the **Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas and Aquatic Vegetation Control of specific locations throughout the City**. Contract period shall be for an initial period of three (3) years starting ***** with an option to renew for an additional three (3) year period contingent upon satisfactory service. There will be an annual-price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers.

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

INTENT

It is the intent of the City to *procure the services of a contractor(s) to supply all labor, supervision, equipment, machinery, tools, materials, transportation, insurance and all other incidentals necessary to provide and perform the removal/maintenance of exotic species from native areas, wetlands, retention, uplands and aquatic weed control, shoreline grass control to the water's high water line edge, water chemistry testing, bacteria testing and management reporting to comply with regulatory permits at the required areas listed herein; at all, and any other future, locations as requested by the City.*

1. GENERAL REQUIREMENTS

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

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

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

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the 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 this project with the bid reply. References from three (3) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the Bid Reply Sheet. References are subject to verification by the City and will be utilized as part of the award process. Performance history, financial statements, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days, *if requested*.

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

- ◆ Have sufficient financial resources to complete the order.
- ◆ Can meet quoted delivery considering all other business commitments.
- ◆ Has a satisfactory record of performance.
- ◆ Has adequate staffing to fulfill requirements.
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- ◆ Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- ◆ Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement.
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations.
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction.
- ◆ The skill and experience demonstrated by the bidder in performing contracts of a similar nature.
- ◆ The Bidder's past performance with City.
- ◆ Has met all requirements of the solicitation (delivery, quality and price).
- ◆ Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- ◆ Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- ◆ Price: The element of price is but one of the criteria elements. When considering a proposal: Evaluate the pricing offered by the Bidder; consider lifecycle costing, and depreciation.
- ◆ Determine what proposal provides the best value to the City.
- ◆ City Ordinance 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 Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the Bid Reply Sheet and any other documentation that is required by this bid. The Bid Reply Sheet should be typed or printed and signed in black or blue ink. The individual signing the bid must initial all changes.

NOTE: Bidders shall submit one (1) unbound original and three (3) copies of the required bid documents. Bidders will also submit a CD of bid. All documents on CD must be in one (1) file. The documents must be returned in an envelope marked with the vendor's name, bid number, title of bid, and date and time of opening on the outside of the envelope. Responses by telephone, telegram or facsimile shall not be accepted.

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

1.9.2 Timeliness of Submittal - All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid reaches the Office of Management and Budget (located on the 3rd Floor, Suite 390, of Building "A") on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence.

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

1.10 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 within 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.

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

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

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

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

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

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

1.16 Public Entity Statement – Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.” § 287.133(2) (a), Fla. Stat. (2010)

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

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

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

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

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

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

1.22 Material Safety Data Sheets - The Bidder shall provide MSDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All MSDS's shall be of the latest version and comply with 29 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 and any other PPE as necessary for the work.

1.24 Florida Produced Lumber - N/A

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

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

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

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

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

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

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

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

2. SPECIAL REQUIREMENTS

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

2.2 Warranty and Guarantee - N/A

2.2.1 Repair or Replacement - N/A

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

2.4 Delivery - N/A

2.5 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.

2.6 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.

2.7 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, and is issued to the Bidder.

2.8 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.

2.9 Standard Production Items – N/A

2.10 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.

2.11 Records – The Selected Bidder will provide copies of all **MSDS, LABELS, and PESTICIDE APPLICATION RECORDS**. Selected Bidder, or applicator, must be licensed in Aquatic and provide copies of said license with their Bid Reply Sheet.

3. SPECIFIC REQUIREMENTS

3.1 Pre-Bid Conference – N/A

3.2 Premises - N/A

3.3 Areas Involved - (Photos Attached)

3.4 Frequency of Service – (see Photos Attached)

3.5 Hours of Service – Work shall be performed between dawn and dusk, Monday thru Saturday. Work shall not be performed on Sunday unless specifically authorized in writing by the Contract Supervisor.

3.6 Specific Duties to be Performed –

3.6.1 Photos 1-5: Removal/maintenance of exotic species from uplands/wetlands/ native areas

- ◆ All vegetation will be cut completely from the root system and treated in place.
- ◆ All herbicides applied must have indicator dye mixed in with chemicals to allow for monitoring and evaluation.
- ◆ Vegetation treated in place closer than fifteen (15) feet from piers, sidewalks, nature trails, or boardwalks will be removed from site to prevent any aesthetic displeasure or other issues. All other areas will be cut-in-place and treated only.
- ◆ Contractors will take all precautionary measures to ensure all herbicide treatments will not take place during high winds or rain storms that may allow herbicide to come in contact with native or off target species.
- ◆ Contractor must be aware the wetlands and retention ponds are stocked with a variety of fish: i.e: Catfish, Bass, Blue Gill and Carp. Extra precaution must be taken to insure that no fish are harmed or killed during chemical application.

- ◆ Contractor will be responsible for all clean-up and repair from any type of accident occurring from chemical application at no charge to the City and provide testing to assure water quality.

3.6.1 Photo 1



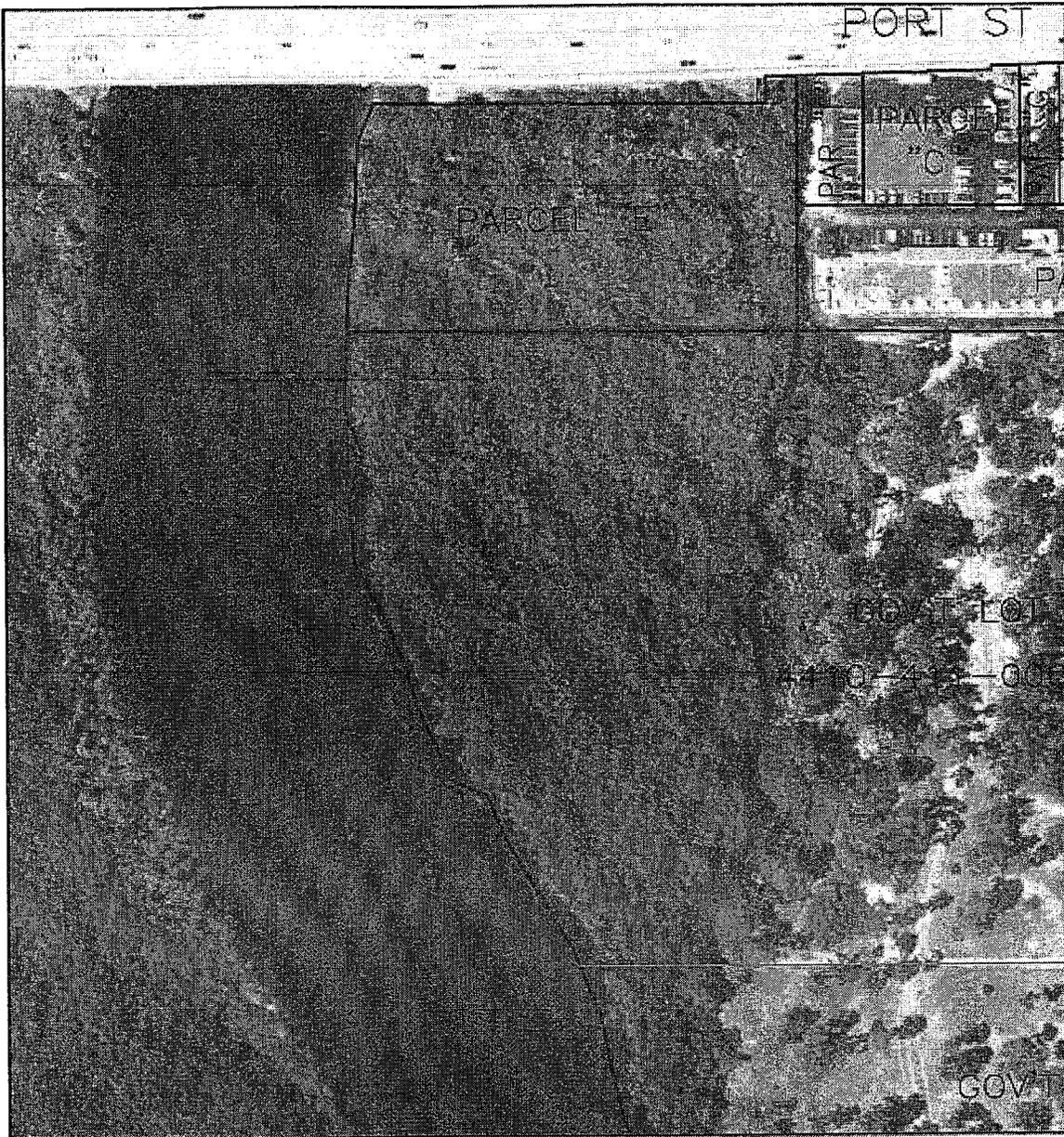
Torino Regional Park Phase I North Side (75 acres)

5201 N.W. North Torino Parkway, PSL, 34986

Wetland/Upland - 3 Treatments annually

Prices for this property will exclude the lake (Lake to be submitted under 3.62 Aquatic.)

3.6.1 Photo 2



Botanical Gardens (6.23 acres)

2410 S.E. Westmoreland Blvd. PSL. 34984

Wetland/ Upland - 3 treatments annually

3.6.1 Photo 3

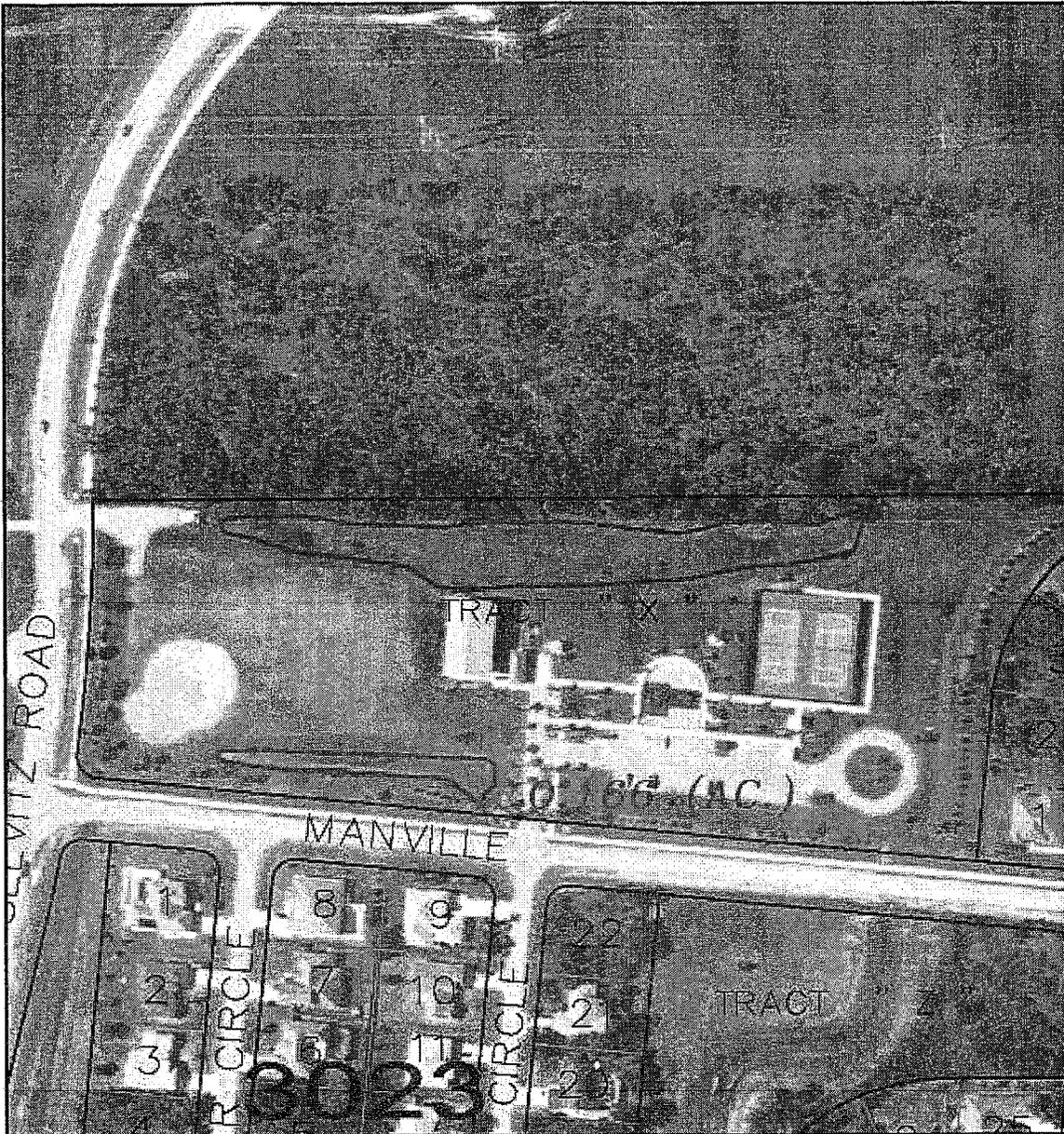


Rivergate/Tom Hooper Park (12 Acres)

2200 S.E. Veterans Memorial Parkway PSL. 34952

Wetland/ Upland - 3 treatments annually

3.61 Photo 4

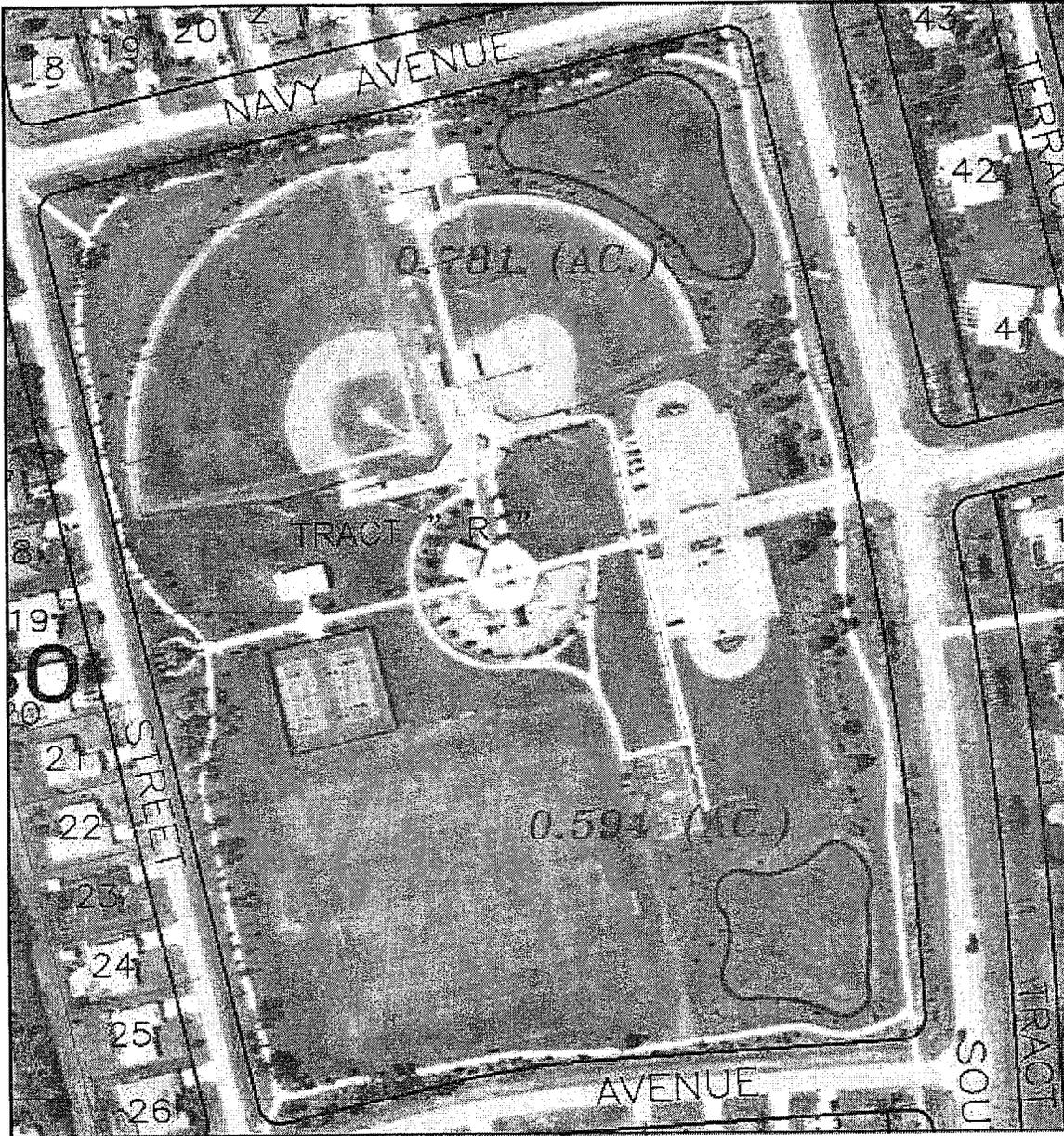


Charles Ray Park (.83 acres)

5626 S.W. Manville Drive PSL. 34983

Retention area only - 2 treatments annually

3.61 Photo 5



Jessica Clinton Park (1.375 Acres)

3200 S.E. Southbend Blvd. PSL 34984

Retention area only - 2 treatments annually

3.6.2 Figures 1-11 Specifications for Aquatic Maintenance - Services are to be performed monthly.

Contractor shall supply all materials, equipment and labor to control the following:

- ◆ **Algae and aquatic weed control.**
- ◆ **Shoreline grass control to the water's edge or high water level.**
- ◆ **Water chemistry testing.**
- ◆ **Bacteria testing.**
- ◆ **Management reporting.**
- ◆ **Contractor must be aware that the lakes, ponds and retention areas are stocked with a variety of fish: i.e. Catfish, Bass, and Blue Gilland Carp. Extra precaution must be taken to insure that no fish are killed by application of chemicals.**
- ◆ **Contractor will be responsible for all clean up and repair from any type of accident occurring from chemical application at no charge to the City and provide testing to assure water quality.**

Aquatic Vegetation Control

3.62 Figure 1

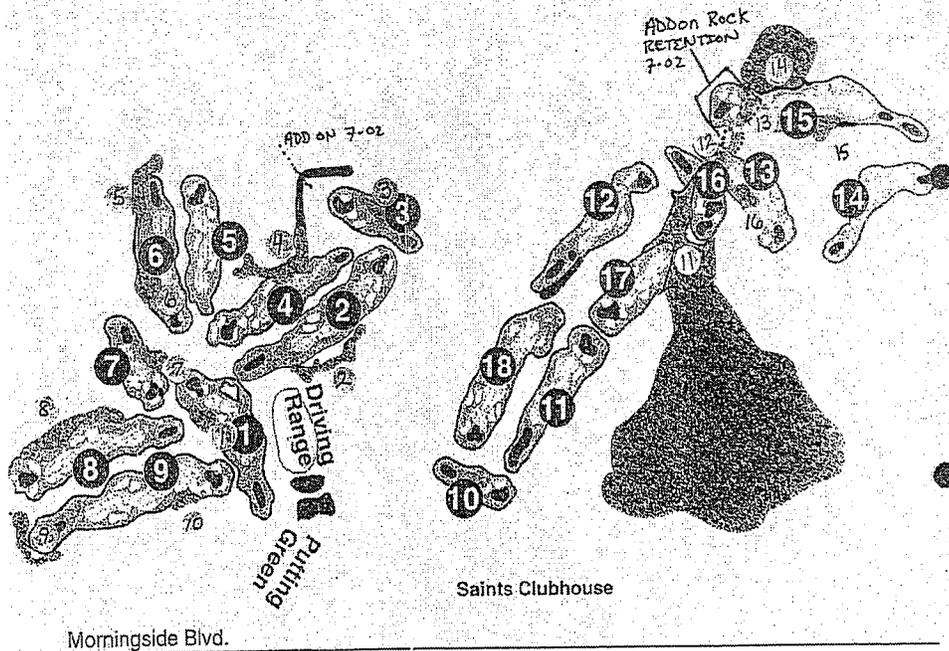
Saints at Port St. Lucie Golf Course

2601 SE Morningside Boulevard (Figure 1 & 1A)

Perimeter: 16,400 linear ft.

Surface cover: 7.70 acre

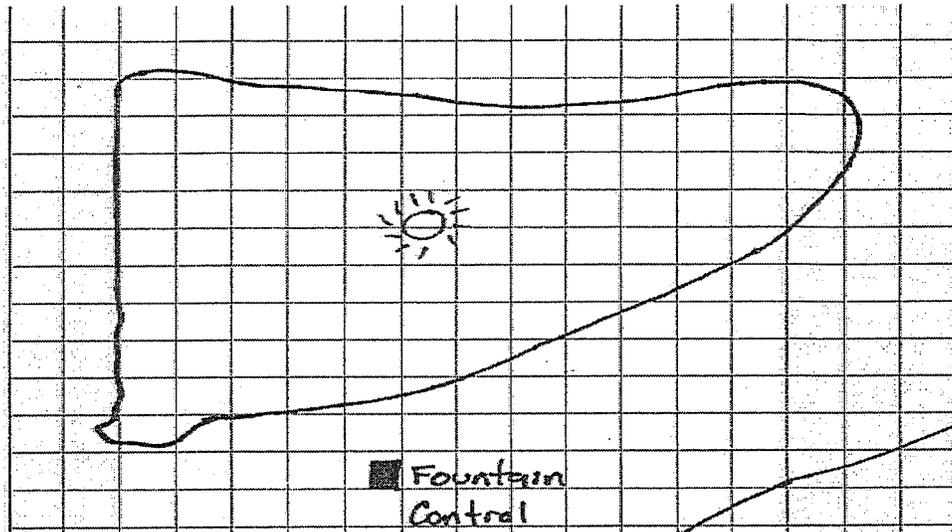
Waterway	Perimeter (Linear Feet)	Surface Cover (In Acres)
Lake #1	500	0.34
Lake #2	1,600	0.85
Lake #3	590	0.29
Lake #4	2,085	1.10
Lake #5	1,970	0.36
Lake #6	725	0.76
Lake #7	575	0.23
Lake #8	1,795	0.81
Lake #9	1,360	0.31
Lake #10	425	0.22
Lakefront #11 out 15'	1,910	0.66
Canal #12	400	0.08
Canal #13	400	0.08
Lakefront #14 out 15'	750	0.26
Lake #15	755	0.75
Lake #16	560	0.60
	16,400	7.70



3.6.2 Figure 1A



3.6.2 Figure 2 Tom Hooper Park
2350 SE Rivergate Parkway (Figure #2)
Perimeter: 640 Linear ft. Surface cover: 0.45 acres



3.6.2 Figures 3 & 3A

Wilderness Acres Park
 Between Westmoreland Boulevard, Cambridge Drive
 and Morningside Boulevard.
 Perimeter: 7,615 linear ft.

Surface cover: 5.75 acres

Figure 3

Waterway	Perimeter (Linear Feet)	Surface Cover (In Acres)
Lake #1	3,680	3.25
Lake #2	1,250	1.00
Lake #3	1,900	0.90
Lake #4	785	0.60
	7,615	5.75

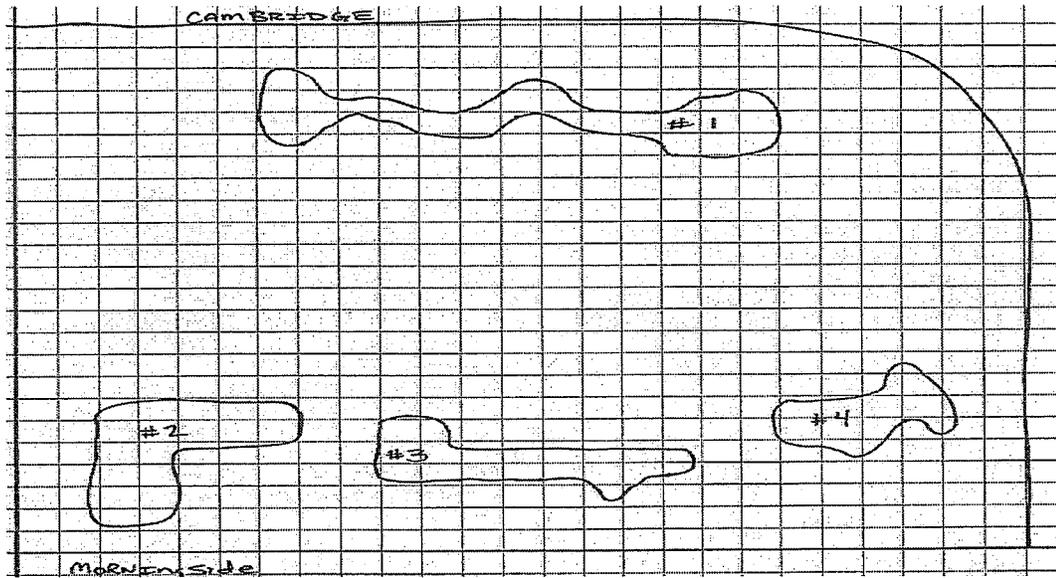
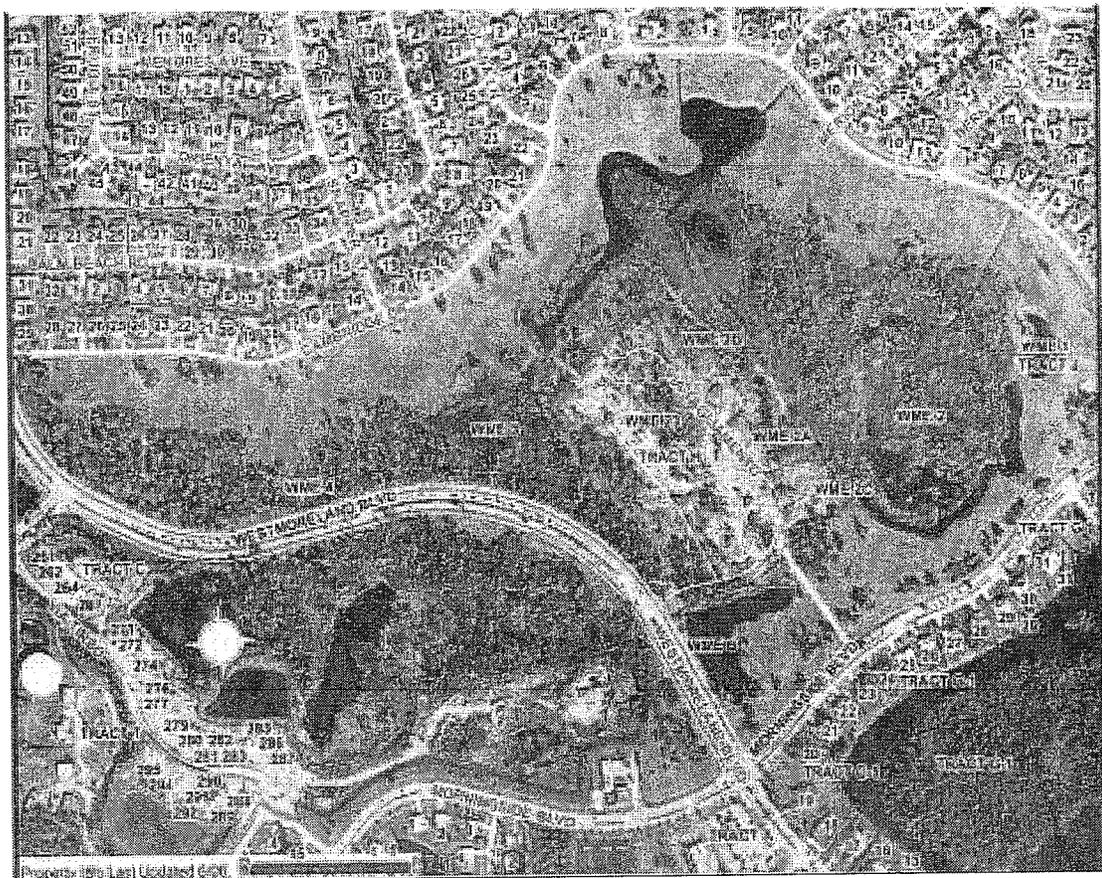


Figure 3A



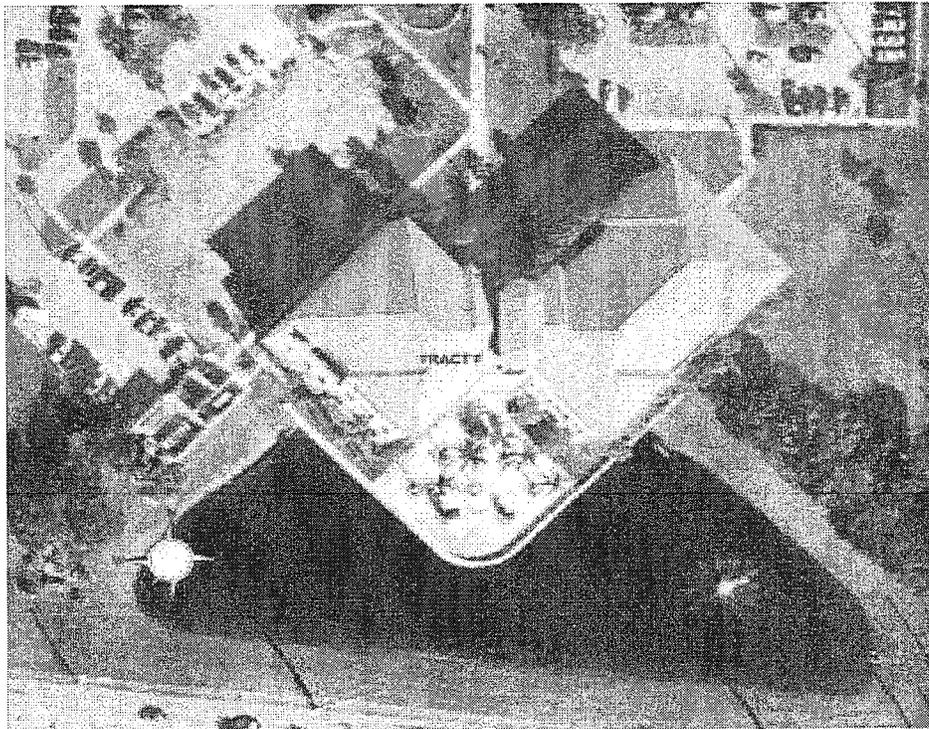
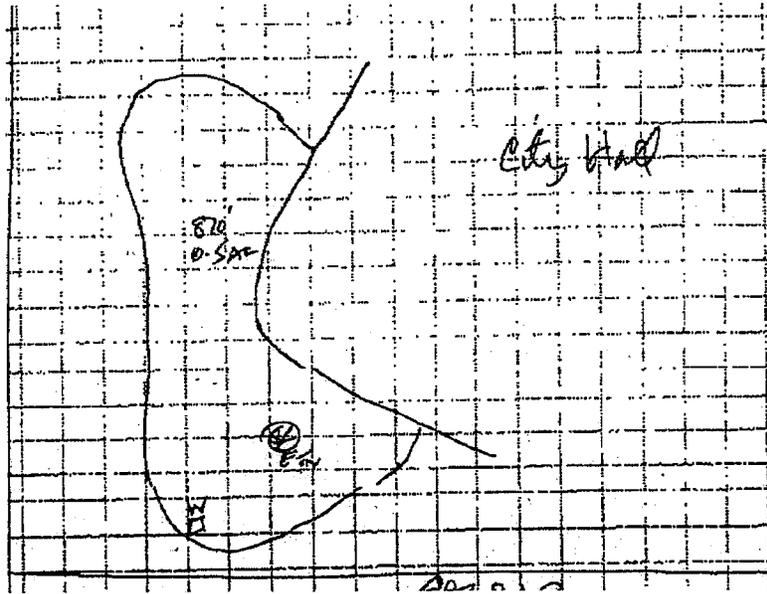
3.6.2 Figures 4

City Hall Complex

121 SW Port St. Lucie Boulevard (Figure #4)

Perimeter: 1,038 linear ft.

Surface Cover: 0.75 acre



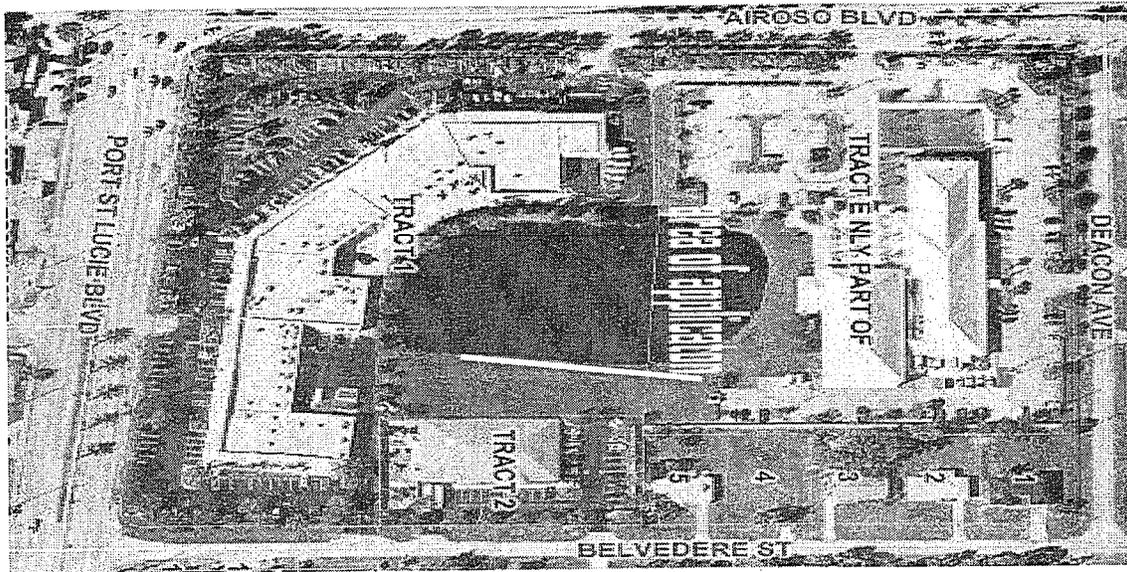
3.6.2 Figure 5

Community Center

2195 S.E. Airoso Blvd. PSL, Fl. 34984

Perimeter: 529 linear ft. Surface cover: 0.75 acre

NOTE: Treat only where shown



3.6.2 Figure 6

Whitmore Park

624 S.E. Whitmore Drive, PSL. Fl., 34984

Perimeter: 1,109 linear ft. Surface cover: 0.95 acre



3.6.2 Figure 7

Doat Park

425 S.E. Doat Street, PSL, Fl., 34984

Perimeter: 800 linear ft Surface cover: 0.75 acre

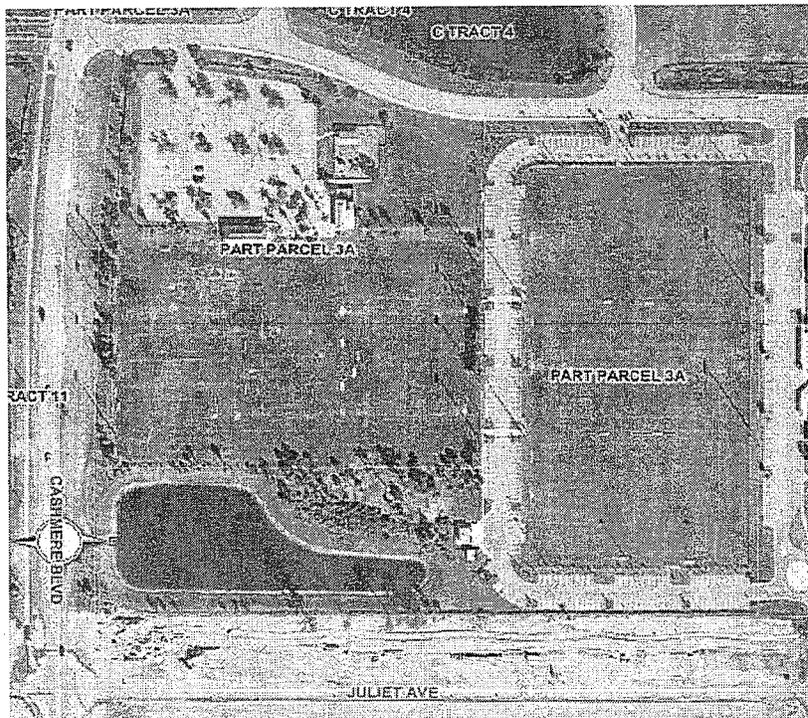


3.6.2 Figure 8

William McChesney Park

1585 S.E. Cashmere Blvd, PSL, Fl., 34984

Perimeter: 1,264 linear ft Surface cover: 1.30 acres



3.6.2 Figure 9

O.L Peacock Sr. Park
1950 S.W. Dryfuss Blvd.
Total length of North shore is 1,673 lf



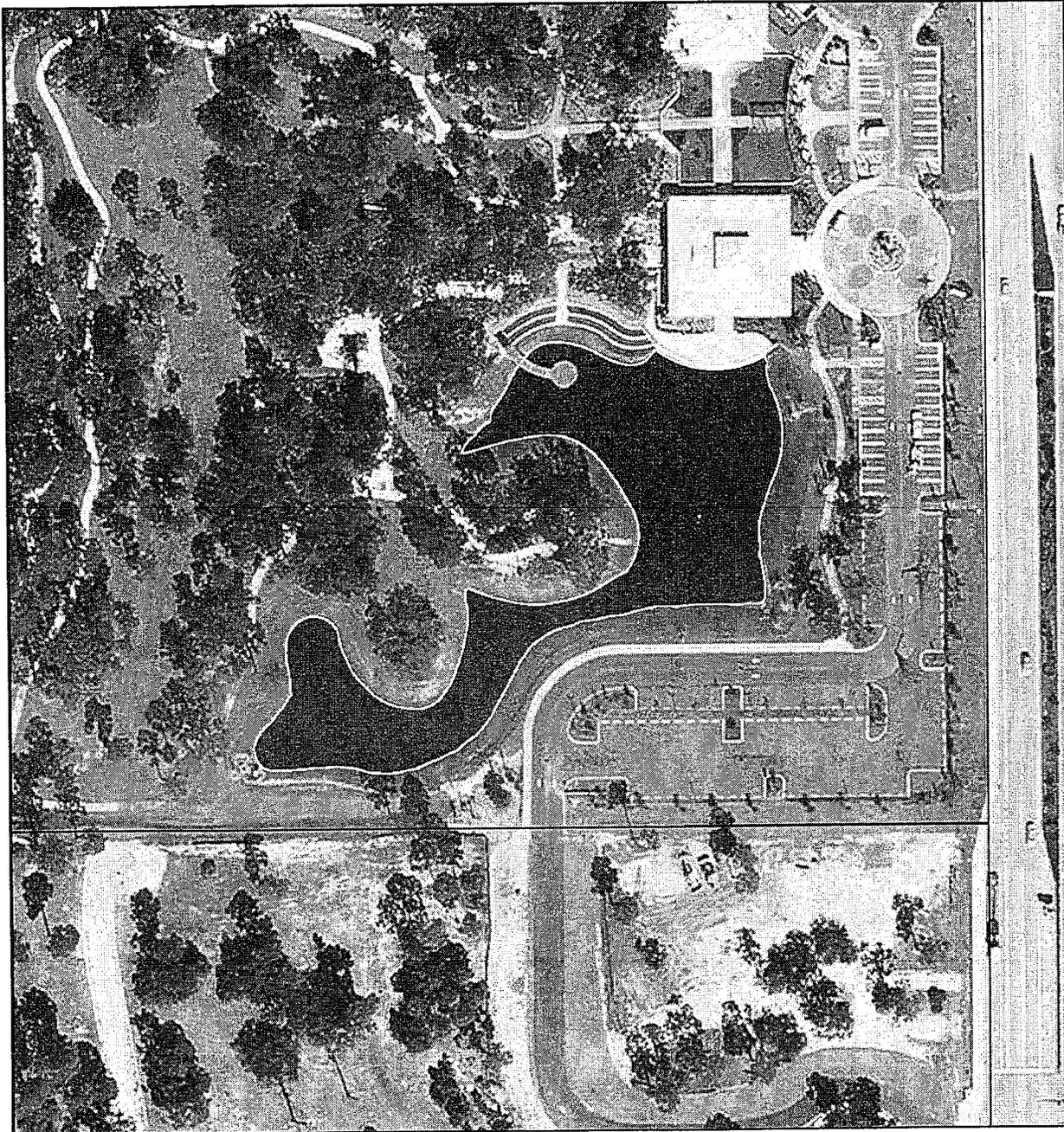
Note: Treatment to the northern shoreline only as outlined in black.

3.6.2 Figure 10

Botanical Gardens

2410 S.E. Westmoreland Blvd.

Perimeter: 1,596 linear ft Surface cover: 0.973 acre



3.6.2 Figure 11

Torino Park Lake
5201 N.W. North Torino Parkway, PSL, 34986

PERIMETER: 3,088 lft Surface Cover: 12.77 Acres



3.7 Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form, or elsewhere, is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

3.8 Delivery Requirements – N/A

3.9 Packing – N/A

3.10 Loading – N/A

3.11 Description - Listed below are the minimum requirements:

- ◆ Contractor must have and maintain proof of all Florida Licenses required for Aquatic Pest Control and Natural Weed Management.
- ◆ Contractor must utilize the latest version of the Florida Exotic Pest Plant Council's (FEPPC) list of the most dangerous, exotic, evasive species to define what species to look out for and remove from all listed sites.
- ◆ EPA and State of Florida approved herbicides ONLY will be utilized.
- ◆ Contractor must provide up-to-date MSDS sheets and labels of ALL chemicals used on City sites.
- ◆ Contractor must provide copies of chemical application records on the same day treatment. Records will be submitted to Contract Supervisor within 24 hours of application.

4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 Proposal Guaranty- A Bid Bond, certified check, cashiers check, bank money order, bank draft on any national or state bank, or cash, in a sum of not less than 5% of the amount of the bid, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement will be cause for the rejection of the bid.

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

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

4.4 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 –

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

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

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

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance (should be ISO CG2026 under the General Liability policy. 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 interest's provision as provided under the standard ISO form separation of insurers' clause. Include Herbicide and Pesticide applicator coverage endorsement. Enviro Liability coverage must be provided under G/L or separate policy.

5.5 Professional Liability - The selected bidder shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, City reserves the right, but not the obligation, to review and request a copy of Bidders most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, bidder shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

5.6 Additional Insured Requirements & Certificates of Insurance - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall unequivocally provide a minimum thirty-(30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list Contract #20110049R-LL for the **Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas and Aquatic Vegetation Control for the City of Port St. Lucie**. 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. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

5.10 Certificate(s) of Insurance - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall unequivocally provide a minimum thirty-(30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list Contract #20110049R-LL for the **Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas and Aquatic Vegetation Control for the City of Port St. Lucie**.

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

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

6. ADDITIONAL INFORMATION

6.1 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Department **Technical Specialist, Mike Kendrick** 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 **Lisa Marie Lawrence at (772) 871-5222 or email: llawrence@cityofpsl.com**. Such contact is to be for clarification purposes only. To ensure fair consideration for all Bidders, it must be clearly understood that Ms. Lawrence is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Bidder to **any City Official or employee evaluating or considering the bids (up to and including the Mayor and City Council)**, prior to the time an award decision has been made.

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

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

Bid Reply Sheet
Bid #20110049R-LL

Department of Parks and Recreation
Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas
and Aquatic Vegetation Control

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 Bidders quote for services in accordance with specifications:

5.4. Bid Reply Sheet Totals from Schedule "A", Lines A & B: \$ _____

5.5 Within the previous 5 fiscal years has your organization been involved in litigation, major disputes, contract defaults, or liens? If so, please list the name of the project and explain nature and current status of the project.

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

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.

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

Signature Title

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. Is Bidder related to any City Employee? _____

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

(seal)

Schedule "A"

Photos	Removal/Maintenance of Wetlands/Uplands/Natural Areas	Price per Acre	Acre	Sub Total	# of Treatments	Total Yearly Amount
1	Torino Regional Park, Phase I, North Side - Wetland/Upland (exluding Lake)	0	75	\$ -	3	\$ -
2	Botanical Gardens, Wetland/Upland	0	6.23	\$ -	3	\$ -
3	Rivergate/Tom Hooper Park, Wetland/Upland	0	12	\$ -	3	\$ -
4	Charles Ray Park, Retention Area	0	0.83	\$ -	2	\$ -
5	Jessica Clinton Park, Retention Area	0	1.375	\$ -	2	\$ -
A	Wetlands/Uplands/Natural Areas Sub Total:					\$ -
Figures	Aquatic Vegetation Control	Price per Linear Foot	lf	Sub Total	# of Treatments	Total Yearly Amount
1/1A	The Saints Golf Course		6,000	\$ -	12	\$ -
2	Tom Hooper Park		640	\$ -	12	\$ -
3/3A	Wilderness Acres Park	0	7,615	\$ -	12	\$ -
4	City Hall Complex	0	1,038	\$ -	12	\$ -
5	Community Center Lake	0	529	\$ -	12	\$ -
6	Whitemore Park	0	1,109	\$ -	12	\$ -
7	Doat Park	0	800	\$ -	12	\$ -
8	William McChesney Park	0	1,264	\$ -	12	\$ -
9	Dryfess/OL Peacock Sr.	0	1,673	\$ -	12	\$ -
10	Botanical Gardens	0	1,596	\$ -	12	\$ -
11	Torino Regional Park	0	3,088	\$ -	12	\$ -

Sample

B	Aquatic Vegetation Control Sub Total:					\$ -
	A & B Total :					\$ -

Future Work Pricing:

Exotic Treatment, other parks, per acre	\$
Aquatic Treatment, other park, per lf	\$
Aquatic Planting (Labor)	\$
Cattail Removal	\$

Bidders Name: _____

Sample

CITY OF PORT ST LUCIE
 121 SW Port St. Lucie Boulevard
 Building "A" – Suite #390
 Port St. Lucie, Florida, 34984
 772-871-5223

For OMB Use Only	
Reference Checked	
Clerk Checked	

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

Bid/RFP Number: #20110049R-LL

Title: **Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas and Aquatic Vegetation Control**

Bidder/Respondent: _____
 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.

Please indicate work Contractor completed for you: i.e. plant removal, maintenance of exotic species, areas involving wetlands/uplands/natural areas: _____

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? _____
 Any issues will kill off wildlife such as fish? _____
 What problems were encountered (claims)? _____ (please explain under separate sheet)
 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.

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

**CITY OF PORT SAINT LUCIE
CONTRACT #20110049R-LL**

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: It is the intent of the City to *procure the services of a contractor(s) to supply all labor, supervision, equipment, machinery, tools, materials, transportation, insurance and all other incidentals necessary to provide and perform the removal/maintenance of exotic species from native areas, wetlands, retention and uplands to comply with regulatory permits at the required areas listed herein; at all, and any other future, locations as requested by the City.*

CONTRACT SUPERVISOR

As used herein the Contract Supervisor shall mean _____, at (772) _____, or his designee.

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

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications # _____, **Title**, including drawings, sheets number _ thru _ are hereby incorporated by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence _____ and terminate _____. 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 _____, which amount includes the ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner: _____ or In full upon completion of service provided Contract Supervisor approves invoice as provided in Section XII. Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts.

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 as a consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the 10th day of the month for work that has been performed and payments shall be made within thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XII.

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 paid in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Purchase Order number and Contract number.

SECTION IV CONFORMANCE WITH BID

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

SECTION V INDEMNIFICATION / INSURANCE

Pursuant to Section 725.06, Florida Statutes, 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 CG2026 under the General Liability policy. 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. Include Herbicide and Pesticide applicator coverage endorsement. Enviro Liability coverage must be provided under G/L or separate policy.

The selected bidder shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, City reserves the right, but not the obligation, to review and request a copy of Bidders most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, bidder shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

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 #20110049R-LL for the **Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas and Aquatic Vegetation Control in the City of Port St. Lucie** 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 there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract, to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

The CONTRACTOR may satisfy the minimum limits required above for 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 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

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

SECTION VI PERFORMANCE AND PAYMENT BONDS

Not Applicable

**SECTION VII
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 VIII
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 IX
COMPLIANCE WITH LAWS**

The Contractor shall give and otherwise comply with, all notices required by all applicable laws, ordinances and codes. Further, Contractor shall, at Contractor's sole cost and expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work performed pursuant to the Contract, and any other amendments or change orders thereto 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 X
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. Upon completion of the work, Contractor shall remove all of Contractor's equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

**SECTION XI
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 XII
DELIVERY DOCUMENTATION**

Not Applicable

**SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required work was performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor shall conduct the inspection as soon as practicable after receipt of the Contractor's Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with the 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 of this Contract. If, the inspection conducted by the Contract Supervisor reveals that the work performed is not satisfactory, or substandard, then the Contract Supervisor shall, as soon as practical, inform the representative or contact person of the respective parties hereto, of the specific findings of the inspection. The City shall provide the Contractor with the opportunity to correct, remedy or fix within a reasonable time frame but no longer than ten (1) days from the date of being informed of the unfavorable inspection the items deemed unsatisfactory or substandard, at no additional charge to the City. Such examination, inspection, or tests made by the Contract Supervisor, shall not relieve Contractor of the responsibility or obligation to remedy any deviation, deficiency, or defect in the materials used or work performed.

**SECTION XIV
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 XV
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 XVI
SAFETY PRECAUTIONS**

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

**SECTION XVII
ASSIGNMENT**

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

SECTION XVIII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one 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 total amount that is due to the City as a result of the said delay of work completion.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any 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, willful or wrongful acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargos and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. The Contractor must promptly provide written notice to the City of the delay in performing work. Contractor shall provide such written notice of delay within two (2) days of the event that caused the delay. 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.

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

**SECTION IX
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 XX
REIMBURSEMENT FOR INSPECTION**

Not Applicable

**SECTION XXI
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 XXII
RENEWAL OPTION**

Contractor shall submit a request in writing, three (3) months prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period for three (3) years. There will be an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index - All Urban Consumers. If City agrees that said services are required and the negotiated cost is acceptable, then the City may extend this Contract for the additional term of three (3) years.

In the event Contractor offers in writing, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period for a total charge that is less than ninety-six (96%) of the amount stated in this Contract and, and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract at the reduced price for the additional term.

NOTE: Contractor may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the Contract period.

**SECTION XXIII
ENTIRE CONTRACT**

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

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of (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)

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

Bidder's Signature

Date

STATEMENT OF NO BID

To: City of Port St. Lucie
Office of Management & Budget
121 S.W. Port St. Lucie Boulevard
Building A - Suite #390
Port St. Lucie, FL 34984-5099

Bid: #20110049R-LL

Bid Title: **Department of Parks and Recreation
Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas and
Aquatic Vegetation Control**

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
Bid #20110049R-LL
Department of Parks and Recreation
Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas
and Aquatic Vegetation Control

Name of Bidder: _____

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

_____ Bid Reply Sheet with proper signature.

_____ Mailing envelope has been addressed to:
City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

_____ Mailing envelope must be sealed and identified on the front with:

- Bidders Name and Address
- Bid Number
- Bid Title
- Bid Opening Date & Time

_____ Drug-Free Workplace Form

_____ All pricing 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.

_____ Copy of Insurance Certificate in accordance with Section V.

_____ Copy of all required licenses and certification

_____ MSDS in accordance with Specifications

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

_____ One (1) original and three (3) copies of required documents (**NO RINGED BINDERS**)

_____ W-9 Form

_____ At least three (3) completed reference sheets returned with bid

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

CHECKLIST
Bid #20110049R-LL
Department of Parks and Recreation
Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas
and Aquatic Vegetation Control

Name of Bidder: Environmental Services Unlimited, Inc.

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

- Bid Reply Sheet with proper signature.
- Mailing envelope has been addressed to:
City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
- Mailing envelope must be sealed and identified on the front with:
 - Bidders Name and Address
 - Bid Number
 - Bid Title
 - Bid Opening Date & Time
- Drug-Free Workplace Form
- All pricing 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.
- Copy of Insurance Certificate in accordance with Section V.
- Copy of all required licenses and certification
- MSDS in accordance with Specifications
- Have reviewed the Contract and accept all City Terms and Conditions
- One (1) original and three (3) copies of required documents (**NO RINGED BINDERS**)
- W-9 Form
- At least three (3) completed reference sheets returned with bid

Original

*Chad - cell
561-248 8461*

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

**Bid Reply Sheet
Bid #20110049R-LL**

**Department of Parks and Recreation
Removal/Maintenance of Exotic Species from Wetlands/Uplands/Natural Areas
and Aquatic Vegetation Control**

1. **COMPANY NAME:** Environmental Services Unlimited, Inc

DIVISION OF: _____

PHYSICAL ADDRESS: 15001 West Angle Road

MAILING ADDRESS: Same

CITY, STATE, ZIP CODE: Fort Pierce FL 34945

TELEPHONE NUMBER: (⁷⁷²) 584 2152 FAX NO. (⁷⁷²) 264 7767

CONTACT PERSON: Chad Bates E-MAIL: Chad @ Environmental Unlimited.com

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

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

Christina Bates

President
Christina Bates

Vice President
Christina Bates

Treasurer

How long in present business: 3 yrs how long at present location: 3 yrs

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

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

Addendum Number	Date Issued
#1	August 12 th , 2011

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

5. **BID RESPONSE:**

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

5.2 Percentage of discount when payment is made with Visa: 0 %

5.3 Bidders quote for services in accordance with specifications: yes

5.4. Bid Reply Sheet Totals from Schedule "A", Lines A & B: \$ 21,830.71

5.5 Within the previous 5 fiscal years has your organization been involved in litigation, major disputes, contract defaults, or liens? If so, please list the name of the project and explain nature and current status of the project.

No

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 packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will 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.

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.

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

Chad Batts

Signature

VP of Operations

Title

9. CERTIFICATION

This bid is submitted by: Name (print) Chad Bates 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.

Chad Bates Signature 8/22/11 Date

10. Is Bidder related to any City Employee? No

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

(seal)

Bid Reply - Schedule "A"
Removal/Maintenance Of Exotic Species from
Wetlands/Uplands/Natural Areas and Aquatic Vegetation Control
Bid #20110049R

Photos	Removal/Maintenance of Wetlands/Uplands/Natural Areas	Price per Acre	Acre	Sub Total	# of Treatments
1	Torino Regional Park, Phase I, North Side - Wetland/Upland (exluding Lake)	13.10 0	75	\$ 982. ⁵⁰ ₋	3
2	Botanical Gardens, Wetland/Upland	103.54 0	6.23	\$ 645. ⁰⁵ ₋	3
3	Rivergate/Tom Hooper Park, Wetland/Upland	73. ⁰⁰ 0	12	\$ 876. ⁰⁰ ₋	3
4	Charles Ray Park, Retention Area	90.50 0	0.83	\$ 75. ¹¹ ₋	2
5	Jessica Clinton Park, Retention Area	59.74 0	1.375	\$ 82. ¹⁴ ₋	2
A	Wetlands/Uplands/Natural Areas Sub Total:				
Figures	Aquatic Vegetation Control	Price per Linear Foot	lf	Sub Total	# of Treatments
1/1A	The Saints Golf Course	.016 0	16,400	\$ 262. ⁴⁰ ₋	12
2	Tom Hooper Park	.12 0	640	\$ 76. ⁸⁰ ₋	12
3/3A	Wilderness Acres Park	.018 0	7,615	\$ 137. ⁰⁷ ₋	12
4	City Hall Complex	.073 0	1,038	\$ 75. ⁷⁷ ₋	12
5	Community Center Lake	.14 0	529	\$ 74. ⁰⁶ ₋	12
6	Whitemore Park	.074 0	1,109	\$ 82. ⁰⁶ ₋	12
7	Doat Park	.094 0	800	\$ 75. ²⁰ ₋	12
8	William McChesney Park	.065 0	1,264	\$ 82. ¹⁶ ₋	12
9	Dryfess/OL Peacock Sr.	.045 0	1,673	\$ 75. ²⁸ ₋	12
10	Botanical Gardens	.056 0	1,596	\$ 87. ³⁷ ₋	12
11	Torino Regional Park	.045 0	3,088	\$ 138. ⁹⁶ ₋	12
B	Aquatic Vegetation Control Sub Total:				
	A & B Total :				
	Future Work Pricing:				
	Exotic Treatment, other parks, per acre	\$ 70. ⁰⁰			
	Aquatic Treatment, other park, per lf	\$.07			
	Aquatic Planting (Labor)	\$.20 Each Plant			
	Cattail Removal	\$ 75/hr (3 man crew)			
	Bidders Name:	<i>Environmental Services Unlimited, Inc.</i>			

SERIAL #: 6608301069
ACCOUNT#: 4861-509594

August 25, 2011

***\$3,000.00**

VOID IF OVER US \$ 3,000.00

NON-NEGOTIABLE

CASHIER'S CHECK

0066083 11-24
Office AU # 1210(8)

Purchaser: CHAD M BATES
Purchaser Account: 1010078441952
Operator I.D.: f1007076

f1007074

CITY OF PORT ST LUCIE

PAY TO THE ORDER OF

Three thousand dollars and no cents

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE, AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

WELLS FARGO BANK, N.A.
2470 FRIST BLVD
FORT PIERCE, FL 34950
FOR INQUIRIES CALL (480) 394-3122

Purchaser Copy

FB004 142815 10562214

0066083 11-24
Office AU # 1210(8)

Operator I.D.: f1007076

CASHIER'S CHECK

6608301069

August 25, 2011

***\$3,000.00**

VOID IF OVER US \$ 3,000.00

Richard Terry
CONTROLLER

CITY OF PORT ST LUCIE

PAY TO THE ORDER OF

Three thousand dollars and no cents

WELLS FARGO BANK, N.A.
2470 FRIST BLVD
FORT PIERCE, FL 34950
FOR INQUIRIES CALL (480) 394-3122

⑆6608301069⑆ ⑆21000248⑆4861509594⑆

Security Features Included. Details on Back

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that
Environmental Services Unlimited, 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.

Chad Ball

Bidder's Signature

8/22/11

Date

Addendum #1
Sealed Bid #20110049R
Removal/Maintenance of Exotic Species from
Wetlands/Uplands/Natural Areas
And
Aquatic Vegetation Control
August 12, 2011

NOTE: The bid opening date has not been changed.

Bid Opening: August 26, 2011 @ 3:00pm

Question/Answers

Q: The invitation says \$3,000.00 and further down in the bid at 4.1, it notes bid bond of not less than 5% of bid amount.

A: The bid bond on this project is \$3,000.00

Q: Is the city of Port St. Lucie or another company currently treating all the areas outlined in the bid?

A: The City and another company are currently doing the treatments in these areas.

Q: If the city is not currently treating these areas, what is the name of the company that is currently treating these areas?

A: The City and Clark Aquatic Vegetation Control

Q: What is the city currently paying to treat these areas?

A: The amounts vary and their contract can be found on the City's website.

Q: Are payments a lump sum arrangement, a per acre arrangement or a per linear foot arrangement or a combination?

A. The bid reply sheet in the bid documents show how to bid – payment arrangements are monthly/per treatment.

Q: If these areas are not currently being treated, when did treatment stop or has treatment ever been done?

A: Currently being treated

Q: Is the labor unit price per hour for one crew member? Is the Cattail removal a per hour cost for one crew member, or a per acre price? The first two items in Future Work Pricing have defined unit costs (per acre, per lf).

A: The Aquatic planting and cattail removal is labor pricing – if you bid it per man (1) or crew – per hour, make sure you are clear. This is just for “future” work, “if” needed.

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 to be accepted.

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) Environmental Services Unlimited, 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"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) 15001 W Angle Road	Requester's name and address (optional)
City, state, and ZIP code Fort Pierce, FL 34945		
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 0 - 0 4 7 8 8 1 0	

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>Christina Bats</i>	Date ▶
------------------	--	--------

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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

05/05/2011

PRODUCER
 Insurance Intermediaries, Inc.
 280 N High Street, Suite 300
 Columbus, OH 43215
INSURED Environmental Services Unlimited, I
 15001 W Angle Rd
 Fort Pierce, FL 34945

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.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Scottsdale Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	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"/> PROJECT <input type="checkbox"/> LOC	CLS1502034	06/16/2010	06/16/2011	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					DEDUCTIBLE	\$500
	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)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Port St. Lucie
 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 MAIL 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.

AUTHORIZED REPRESENTATIVE

Angie C. Sobel



CERTIFICATE OF LIABILITY INSURANCE

MDD
R054DATE (MM/DD/YYYY)
05-05-2011

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 PAYCHEX INSURANCE AGENCY INC 210705 P: () - F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:		
PRODUCER CUSTOMER ID #:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED ENVIRONMENTAL SERVICES UNLIMITED INC 15001 W ANGLE RD FORT PIERCE FL 34945	INSURER A: Twin City Fire Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A			76 WEG NG8119	01/01/2011	01/01/2012	E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Port St Lucie
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE, FL 34984

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CF

DATE (MM/DD/YYYY)

01/18/11

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 Evergreen Insurance Agcy, Inc 583 105th Avenue N, Ste 2 Royal Palm Beach, FL 33411 William P McDevitt	561-966-8883 561-964-8885	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ENVSE00	FAX (A/C, No):
	INSURED Environmental Services Unlimited, Inc. 15001 West Angle Road Ft. Pierce, FL 34945		INSURER(S) AFFORDING COVERAGE INSURER A: American States Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			01CI4348961	12/22/10	12/22/11	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER 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

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

CITPO02

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Florida Department of Agriculture and Consumer Services

License Categories

- | | |
|----------------------------|-------------------------------|
| 1A1 Ag Row Crop | 5B Organotin Paint |
| 1A2 Ag Tree Crop | 6 Right of Way |
| 1B Ag Animal | 7A Wood Treatment |
| 1C Private Applicator Ag | 7B Chlorine Gas Infusion |
| 1D Soil and Greenhouse Fum | 7C Sewer Root Control |
| 1E Raw Ag Commodity Fum | 9 Regulatory Pest Control |
| 2 Forest Pest Control | 10 Demonstration and Research |
| 3 Ornamental and Turf | 11 Aerial Application |
| 4 Seed Treatment | 20 Regulatory Insp. and Samp |
| 5A Aquatic Pest Control | 21 Natural Areas Weed Mgmt |

For information, call (850) 488-3314

Florida Department of Agriculture and Consumer Services

Pesticide Certification Office

Commercial Applicator License

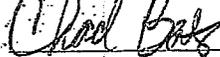
License # CN18792

BATES, CHAD MICHAEL
15001 WEST ANGLE RD
FORT PIERCE, FL 34945

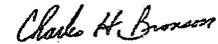
Categories
21, 5A

Issued November 29, 2007

Expires: November 30, 2011



Signature of Licensee



CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Material Safety Data Sheet



Sonar A.S.

1. Product and company identification

Product name : Sonar A.S.
 EPA Registration Number : 67690-4
 Material uses : Herbicide.
 Supplier/Manufacturer : **SePRO Corporation**
 11550 North Meridian Street
 Suite 600
 Carmel, IN 46032 U.S.A.
 Tel: 317-580-8282
 Toll free: 1-800-419-7779
 Fax: 317-428-4577
 Monday - Friday, 8am to 5pm E.S.T.
 www.sepro.com

Responsible name : Atrion Regulatory Services, Inc.
 In case of emergency : **INFOTRAC - 24-hour service 1-800-535-5053**

2. Hazards identification

Physical state : Liquid. [Opaque.]
 Odor : Faint sweetness.
 OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).
 Emergency overview : **WARNING!**
MAY CAUSE ALLERGIC SKIN REACTION. MAY BE HARMFUL IF SWALLOWED.
MAY CAUSE EYE AND SKIN IRRITATION.
 May be harmful if swallowed. Slightly irritating to the eyes and skin. May cause sensitization by skin contact. Do not breathe vapor or mist. Do not ingest. Do not get on skin or clothing. Avoid contact with eyes. Wash thoroughly after handling.

Routes of entry : Dermal contact. Eye contact. Inhalation. Ingestion.

Potential acute health effects

Inhalation : Exposure to decomposition products may cause a health hazard. Serious effects may be delayed following exposure.

Ingestion : May be harmful if swallowed.

Skin : Slightly irritating to the skin. May cause sensitization by skin contact.

Eyes : Slightly irritating to the eyes.

Potential chronic health effects

Chronic effects : Once sensitized, a severe allergic reaction may occur when subsequently exposed to very low levels.

Carcinogenicity : No known significant effects or critical hazards.

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity : No known significant effects or critical hazards.

Developmental effects : No known significant effects or critical hazards.

Fertility effects : No known significant effects or critical hazards.

Over-exposure signs/symptoms

Inhalation : No specific data.

Ingestion : No specific data.

Skin : Adverse symptoms may include the following:
 irritation
 redness

Eyes : Adverse symptoms may include the following:
 irritation
 watering
 redness

Medical conditions aggravated by over-exposure : Pre-existing skin disorders may be aggravated by over-exposure to this product.

See toxicological information (section 11)

3. Composition/information on ingredients

United States		
Name	CAS number	%
Active ingredient: 4(1h)-pyridinone, 1-methyl-3-phenyl-5-[3-(trifluoromethyl)phenyl]-	59756-60-4	41.7
Inert ingredient: Proprietary Alcohol	Proprietary	5 - 10
Proprietary Alcohol 2	Proprietary	1 - 5

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

4. First aid measures

- Eye contact** : Check for and remove any contact lenses. In case of contact with eyes, rinse immediately with plenty of water. Get medical attention if symptoms occur.
- Skin contact** : Wash with soap and water. Get medical attention if symptoms occur.
- Inhalation** : If inhaled, remove to fresh air. If not breathing, give artificial respiration. Get medical attention if symptoms appear.
- Ingestion** : Do not induce vomiting. Never give anything by mouth to an unconscious person. Get medical attention if symptoms appear.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.
- Notes to physician** : In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.

5. Fire-fighting measures

- Flammability of the product** : May be combustible at high temperature.
- Extinguishing media**
 - Suitable** : In case of fire, use water spray (fog), foam, dry chemical or CO₂.
 - Not suitable** : None known.
- Hazardous thermal decomposition products** : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide
nitrogen oxides
halogenated compounds
- Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

6. Accidental release measures

- Personal precautions** : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment (see section 8).
- Environmental precautions** : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).
- Methods for cleaning up**
 - Small spill** : Stop leak if without risk. Move containers from spill area. Dilute with water and mop up if water-soluble or absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill : Stop leak if without risk. Move containers from spill area. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see section 1 for emergency contact information and section 13 for waste disposal.

7. Handling and storage

Handling : Put on appropriate personal protective equipment (see section 8). Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Persons with a history of skin sensitization problems should not be employed in any process in which this product is used. Do not get in eyes or on skin or clothing. Do not ingest. Avoid breathing vapor or mist. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Empty containers retain product residue and can be hazardous. Do not reuse container.

Storage : Avoid freezing. Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see section 10) and food and drink. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

8. Exposure controls/personal protection

United States	
Product name	Exposure limits
Proprietary Alcohol	AIHA WEEL (United States, 1/2008). TWA: 10 mg/m ³ 8 hour(s).

Consult local authorities for acceptable exposure limits.

Recommended monitoring procedures : If this product contains ingredients with exposure limits, personal, workplace atmosphere or biological monitoring may be required to determine the effectiveness of the ventilation or other control measures and/or the necessity to use respiratory protective equipment. **Applicators should refer to the product label for personal protective clothing and equipment.**

Engineering measures : No special ventilation requirements. Good general ventilation should be sufficient to control worker exposure to airborne contaminants. If this product contains ingredients with exposure limits, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure below any recommended or statutory limits.

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Personal protection

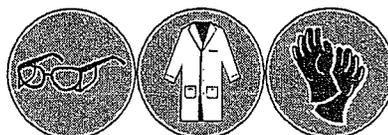
Eyes : Safety glasses.

Skin : Lab coat.

Respiratory : A respirator is not needed under normal and intended conditions of product use.

Hands : Nitrile gloves.

Personal protective equipment (Pictograms) :



HMIS Code/Personal protective equipment : B

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

9. Physical and chemical properties

Physical state : Liquid. [Opaque.]
Color : Off-white to tannish-gray.
Odor : Faint sweetness.
Flash point : Closed cup: >93.333°C (>200°F)
pH : 5.6 to 7.6
Boiling/condensation point : 100°C (212°F)
Relative density : 1.15
Vapor pressure : 0.31 kPa (2.3 mm Hg)
Solubility : Partially soluble in the following materials: cold water and hot water.

10. Stability and reactivity

Stability : The product is stable.
Hazardous polymerization : Under normal conditions of storage and use, hazardous polymerization will not occur.
Conditions to avoid : Avoid freezing.
Materials to avoid : Reactive or incompatible with the following materials: oxidizing materials and acids.
Hazardous decomposition products : If water evaporates, residues may product harmful vapors under fire conditions.
 Slightly flammable in the presence of the following materials or conditions: open flames, sparks and static discharge.
 Non-flammable in the presence of the following materials or conditions: heat.

11. Toxicological information

Acute toxicity

Product/ingredient name	Species	Dose	Result	Exposure
4(1h)-pyridinone, 1-methyl-3-phenyl-5-[3-(trifluoromethyl)phenyl]-	Rat	>10 g/kg	LD50 Oral	-
Proprietary Alcohol	Rabbit	20800 mg/kg	LD50 Dermal	-
	Rat	20 g/kg	LD50 Oral	-
Sonar A.S.	Rabbit	>2000 mg/kg	LD50 Dermal	-
	Rat	>500 mg/kg	LD50 Oral	-

Inhalation : Exposure to decomposition products may cause a health hazard. Serious effects may be delayed following exposure.
Ingestion : May be harmful if swallowed.
Skin : Slightly irritating to the skin. May cause sensitization by skin contact.
Eyes : Slightly irritating to the eyes.

12. Ecological information

Environmental effects : No known significant effects or critical hazards.

Aquatic ecotoxicity

Product/ingredient name	Test	Species	Exposure	Result
Proprietary Alcohol	-	Daphnia	48 hours	Acute EC50 >1000000 ug/L
	-	Fish	96 hours	Acute LC50 710000 ug/L
	-	Daphnia	48 hours	Acute LC50 4919 mg/L
	-	Fish	96 hours	Chronic NOEC 600000 ug/L
	-	Daphnia	48 hours	Chronic NOEC 660000 ug/L

13 . Disposal considerations

Waste disposal : The generation of waste should be avoided or minimized wherever possible. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe way. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Avoid dispersal spilled material and runoff and contact with soil, waterways, drains and sewers.

Disposal should be in accordance with applicable regional, national and local laws and regulations.

Refer to Section 7: HANDLING AND STORAGE and Section 8: EXPOSURE CONTROLS/PERSONAL PROTECTION for additional handling information and protection of employees.

14 . Transport information

AERG : Not applicable.

Regulatory information

DOT/IMDG/IATA : Not regulated.

15 . Regulatory information

United States

HCS Classification : Sensitizing material

U.S. Federal regulations : **United States inventory (TSCA 8b)**: All components are listed or exempted.

SARA 302/304/311/312 extremely hazardous substances : No products were found.

SARA 302/304 emergency planning and notification : No products were found.

SARA 302/304/311/312 hazardous chemicals : Proprietary Alcohol

SARA 311/312 MSDS distribution - chemical inventory - hazard identification :

Proprietary Alcohol: Immediate (acute) health hazard, Delayed (chronic) health hazard

Clean Water Act (CWA) 307: No products were found.

Clean Water Act (CWA) 311: No products were found.

Clean Air Act (CAA) 112 accidental release prevention : No products were found.

Clean Air Act (CAA) 112 regulated flammable substances : No products were found.

Clean Air Act (CAA) 112 regulated toxic substances : No products were found.

State regulations

: **Connecticut Carcinogen Reporting**: None of the components are listed.

Connecticut Hazardous Material Survey: None of the components are listed.

Florida substances: None of the components are listed.

Illinois Chemical Safety Act: None of the components are listed.

Illinois Toxic Substances Disclosure to Employee Act: None of the components are listed.

Louisiana Reporting: None of the components are listed.

Louisiana Spill: None of the components are listed.

Massachusetts Spill: None of the components are listed.

Massachusetts Substances: None of the components are listed.

Michigan Critical Material: None of the components are listed.

Minnesota Hazardous Substances: None of the components are listed.

New Jersey Hazardous Substances: None of the components are listed.

New Jersey Spill: None of the components are listed.

New Jersey Toxic Catastrophe Prevention Act: None of the components are listed.

New York Acutely Hazardous Substances: None of the components are listed.

New York Toxic Chemical Release Reporting: None of the components are listed.

Pennsylvania RTK Hazardous Substances: The following components are listed:

Proprietary Alcohol

Rhode Island Hazardous Substances: None of the components are listed.

California Prop. 65 : No products were found.

United States inventory (TSCA 8b) : All components are listed or exempted.

International regulations

International lists : This product, (and its ingredients) is (are) listed on national inventories, or is (are) exempted from being listed, in Australia (AICS), in Europe (EINECS/ELINCS), in Korea (TCCL), in Japan (METI), in the Philippines (RA6969).

16 . Other information

Label requirements : MAY CAUSE ALLERGIC SKIN REACTION. MAY BE HARMFUL IF SWALLOWED.
MAY CAUSE EYE AND SKIN IRRITATION.

Hazardous Material Information System (U.S.A.) :

HAZARD RATINGS

Health	1
Fire hazard	1
Physical Hazard	0
Personal protection	B

4- Extreme
3- Serious
2- Moderate
1- Slight
0- Minimal
See section 8 for more detailed information on personal protection.

The customer is responsible for determining the PPE code for this material.

National Fire Protection Association (U.S.A.) :



References : ANSI Z400.1, MSDS Standard, 2004. - Manufacturer's Material Safety Data Sheet. - 29CFR Part1910.1200 OSHA MSDS Requirements. - 49CFR Table List of Hazardous Materials, UN#, Proper Shipping Names, PG.

Date of issue : 01/15/2009

Version : 1

Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above named supplier nor any of its subsidiaries assumes any liability whatsoever for the accuracy or completeness of the information contained herein. Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist. The data in this MSDS relates only to the specific material designated herein. Possible adverse effects (see Section 2, 11 and 12) may occur if this material is not handled in the recommended manner.

Material Safety Data Sheet

Effective Date: 24-JUN-2010
Product: COPPER-Z 6/2 GRANULAR

I. IDENTIFICATION

Chemical Name: NOT APPLICABLE, FORMULATED MIXTURE.
Chemical Family: INORGANIC METAL SALTS
Formula: NOT APPLICABLE, FORMULATED MIXTURE.
Synonyms: NONE
CAS Number: SEE SECTION III, INGREDIENT STATEMENT.
EPA Number: 5905-524

II. PHYSICAL DATA

Boiling Point: NOT APPLICABLE
Freezing Point: NOT APPLICABLE
Spec Gravity: NOT DETERMINED
Vapor Pressure: NOT APPLICABLE
Vapor Density: NOT APPLICABLE
Solubility: 52.00%
Volatiles: <0.5%
Evaporation: NOT APPLICABLE
Melting Point: NOT APPLICABLE
Appearance: BLACK GRANULES, PHENOLIC ODOR

III. INGREDIENTS

Material	CAS Number	Percent	TLV	Hazard
COPPER SULFATE PENTAHYDRATE	7758-99-8	23.70	1 MG/M3	SKIN & EYE IRRITANT.
INACTIVE INGREDIENTS, INCLUDING SULPHONATED LIGNINS AND CLAYS. COPPER (CU) AS METALLIC - 6%		76.30	N/E	NON-HAZARDOUS.

IV. FIRE AND EXPLOSION HAZARD

Flash Point: NOT APPLICABLE
Autoignition Temp: NOT APPLICABLE
Flammable Limit: NOT APPLICABLE
Extinguishing Media: THIS MATERIAL WILL NOT BURN OR BURNS WITH DIFFICULTY. USE AN EXTINGUISHING AGENT SUITABLE FOR SURROUNDING FIRES.
Special Fire Fight Proc: WEAR SELF-CONTAINED BREATHING APPARATUS AND FULL PROTECTIVE EQUIPMENT WHEN FIGHTING FIRES IN CONFINED SPACES.
Fire and Expl Hazard: PRODUCT MAY PRODUCE TOXIC FUMES UNDER FIRE

Material Safety Data Sheet

Effective Date: 24-JUN-2010
Product: COPPER-Z 6/2 GRANULAR

CONDITIONS.

V. HEALTH HAZARD

Carcinogen Information: NONE CURRENTLY KNOWN.

ACUTE EFFECTS OF OVER EXPOSURE

Swallowing: INGESTION RESULTS IN VOMITING AND ABDOMINAL
CRAMPS. INGESTION MAY RESULT IN CORROSIVE
DAMAGE TO THE DIGESTIVE TRACT.
Skin Absorption: NONE CURRENTLY KNOWN.
Inhalation: NOSE AND THROAT IRRITATION.
Skin contact: SKIN IRRITATION.
Eye Contact: EYE IRRITATION.
Chronic Effects: NONE CURRENTLY KNOWN.
Other Hazard: NONE CURRENTLY KNOWN.

EMERGENCY AND FIRST AID PROCEDURES

Swallowing: IF CONSCIOUS, GIVE MILK OR WATER TO DRINK.
CALL A PHYSICIAN OR POISON CONTROL CENTER FOR
TREATMENT ADVICE. DO NOT INDUCE VOMITING
UNLESS TOLD TO DO SO BY A PHYSICIAN OR POISON
CONTROL CENTER. OBTAIN MEDICAL ATTENTION.
Skin: WASH SKIN THOROUGHLY WITH SOAP AND WATER.
OBTAIN MEDICAL ATTENTION IF IRRITATION
DEVELOPS.
Inhalation: MOVE TO FRESH AIR. OBTAIN MEDICAL ATTENTION IF
IRRITATION DEVELOPS.
Eyes: FLUSH EYES WITH WATER FOR 15 MINUTES, HOLDING
EYELIDS OPEN. REMOVE CONTACT LENSES, IF
PRESENT, AFTER FIRST 5 MINUTES THEN CONTINUE
RINSING THE EYES. OBTAIN IMMEDIATE MEDICAL
ATTENTION.
Notes to Physician: PROBABLY MUCOSAL DAMAGE MAY CONTRAINDICATE THE
USE OF GASTRIC LAVAGE. IN THE EVENT OF AN
ADVERSE RESPONSE, TREATMENT SHOULD BE DIRECTED
TOWARD CONTROL OF THE SYMPTOMS AND THE
CLINICAL CONDITION OF THE PATIENT.

VI. REACTIVITY

Stability: Stable
Conditions to Avoid: NONE CURRENTLY KNOWN.
Polymerization: Will Not Occur

Helena Chemical Company
PH: 901-761-0050
CHEMTREC: 800-424-9300

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Material Safety Data Sheet

Effective Date: 24-JUN-2010
Product: COPPER-Z 6/2 GRANULAR

Conditions to Avoid: NONE CURRENTLY KNOWN.
Incompatibility material: PRODUCT MAY REACT VIGOROUSLY WITH ALKALINE MATERIALS.
Hazardous Combustion: SULPHUR DIOXIDE, CARBON DIOXIDE AND CARBON MONOXIDE UNDER FIRE CONDITIONS.

VII. SPILL OR LEAK PROCEDURES

Spill or Leak Proc: SWEEP UP PRODUCT. AVOID CREATING DUST. SHOVEL INTO SECURE CONTAINERS FOR PROPER DISPOSAL. USE PERSONAL PROTECTIVE EQUIPMENT.
Waste Disposal Method: THIS MATERIAL MUST BE DISPOSED OF ACCORDING TO FEDERAL, STATE, OR LOCAL PROCEDURES UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT.

VIII. SPECIAL PROTECTION INFORMATION

Respiration: IN ABSENCE OF ADEQUATE VENTILATION, USE NIOSH-CERTIFIED PESTICIDE CARTRIDGE RESPIRATOR.
Ventilation: LOCAL EXHAUST SUFFICIENT.
Gloves: IMPERVIOUS GLOVES.
Eyes: CHEMICAL WORKER GOGGLES.
Other: EYE WASH STATION, IMPERVIOUS APRON AND FOOTWEAR.

IX. SPECIAL PRECAUTIONS

Special precaution: KEEP OUT OF REACH OF CHILDREN. DO NOT STORE WITH FOOD, FEED, OR OTHER MATERIAL TO BE USED OR CONSUMED BY HUMANS OR ANIMALS. DO NOT CONTAMINATE WATER SUPPLIES, LAKES, STREAMS, OR PONDS.
Other precaution: NONE CURRENTLY KNOWN.

X. SHIPPING INFORMATION

Shipping name: NOT REGULATED BY DOT.
Hazard Class: NONE
Identification No: NONE
Labels Required: NONE REQUIRED
Placarding: NONE REQUIRED
Freight Class: PESTICIDES, N.O.I., INSECTICIDES, OTHER THAN POISON (NMFC ITEM 155050, SUB 11, CLASS 70)

Helena Chemical Company
PH: 901-761-0050
CHEMTREC: 800-424-9300

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Material Safety Data Sheet

Effective Date: 24-JUN-2010
Product: COPPER-Z 6/2 GRANULAR

Chemical Name	Equivalent R.Q.
ZINC SULFATE (CAS #7733-02-0)	1,000 LB (454 KG)
COPPER SULFATE (CAS #7758-98-7)	5,000 LB (2,270 KG)

XI. GENERAL PRODUCT INFORMATION

National Fire Protection Association Rating:
(Rating level: 4-Extreme, 3-High, 2-Moderate, 1-Slight, 0-Minimum)

Health: 2 Fire: 0 Reactivity: 0

S.A.R.A. Title III Hazard Classification: (Yes/No)

Immediate (Acute) Health: Y Delayed (Chronic) Health: N
Sudden Release of pressure: N Fire: N
Reactive: N

Mail inquiries to: 225 Schilling Blvd., Suite 300 Collierville, TN 38017
Helena Chemical Company believes that the data contained herein is factual.
This data is not to be taken as a warranty or representation of legal
responsibility. It is offered solely for your consideration, investigation
and verification.

MATERIAL SAFETY DATA SHEET



Emergency Phone: 800-992-5994
Dow AgroSciences LLC
Indianapolis, IN 46268

RODEO* HERBICIDE

Effective Date: 3/23/04
Product Code: 84825
MSDS: 006694

1. PRODUCT AND COMPANY IDENTIFICATION:

PRODUCT: Rodeo* Herbicide

COMPANY IDENTIFICATION:

Dow AgroSciences LLC
9330 Zionsville Road
Indianapolis, IN 46268-1189

2. COMPOSITION/INFORMATION ON INGREDIENTS:

Glyphosate IPA:	CAS # 038641-94-0	53.8%
N-(phosphono-methyl) glycine, Isopropylamine Salt		
Balance, Total		46.2%

3. HAZARDOUS IDENTIFICATIONS:

EMERGENCY OVERVIEW

Clear, pale yellow liquid. May cause eye irritation. Slightly toxic to aquatic organisms.

EMERGENCY PHONE NUMBER: 800-992-5994

4. FIRST AID:

EYE: Flush eyes thoroughly with water for several minutes. Remove contact lenses after initial 1-2 minutes and continue flushing for several additional minutes. If effects occur, consult a physician, preferably an ophthalmologist.

SKIN: Wash skin with plenty of water.

INGESTION: No emergency medical treatment necessary.

INHALATION: Remove person to fresh air; if effects occur, consult a physician.

NOTE TO PHYSICIAN: No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

5. FIRE FIGHTING MEASURES:

FLASH POINT: >214°F (>101°C)

METHOD USED: Setaflash

FLAMMABLE LIMITS:

LFL: Not applicable

UFL: Not applicable

EXTINGUISHING MEDIA: Foam, CO₂, Dry Chemical

FIRE AND EXPLOSION HAZARDS: Foam fire extinguishing system is preferred because uncontrolled water can spread possible contamination. Toxic irritating gases may be formed under fire conditions.

FIRE-FIGHTING EQUIPMENT: Use positive-pressure, self-contained breathing apparatus and full protective equipment.

6. ACCIDENTAL RELEASE MEASURES:

ACTION TO TAKE FOR SPILLS: Absorb small spills with an inert absorbent material such as Hazorb, Zorbball, sand, or dirt. Report large spills to Dow AgroSciences on 800-992-5994.

7. HANDLING AND STORAGE:

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE: Keep out of reach of children. Do not swallow. Avoid contact with eyes, skin, and clothing. Avoid breathing vapors and spray mist. Handle concentrate in ventilated area. Wash thoroughly with soap and water after handling and before eating, chewing gum, using tobacco, using the toilet or smoking. Keep away from food, feedstuffs, and water supplies. Store in original container with the lid tightly closed. Store above 10°F (-12°C) to keep from crystallizing.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION:

These precautions are suggested for conditions where the potential for exposure exists. Emergency conditions may require additional precautions.

EXPOSURE GUIDELINES: None established

ENGINEERING CONTROLS: Good general ventilation should be sufficient for most conditions. Local exhaust ventilation may be necessary for some operations.

RECOMMENDATIONS FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS:

EYE/FACE PROTECTION: Use safety glasses.

SKIN PROTECTION: No precautions other than clean body-covering clothing should be needed.

MATERIAL SAFETY DATA SHEET



Emergency Phone: 800-992-5994
Dow AgroSciences LLC
Indianapolis, IN 46268

Effective Date: 3/23/04
Product Code: 84825
MSDS: 006694

RODEO* HERBICIDE

RESPIRATORY PROTECTION: For most conditions, no respiratory protection should be needed; however, if discomfort is experienced, use a NIOSH approved air-purifying respirator.

APPLICATIONS AND ALL OTHER HANDLERS: Please refer to the product label for personal protective clothing and equipment.

9. PHYSICAL AND CHEMICAL PROPERTIES:

APPEARANCE: Clear, pale yellow liquid

DENSITY: 10.0 - 10.5 lbs/gal

pH: 4.8 - 5.0

ODOR: None

SOLUBILITY IN WATER: Miscible

SPECIFIC GRAVITY: 1.21 gm/L

FREEZING POINT: -7°F - -10°F (-21°C - -25°C)

10. STABILITY AND REACTIVITY:

STABILITY: (CONDITIONS TO AVOID) Stable under normal storage conditions.

INCOMPATIBILITY: (SPECIFIC MATERIALS TO AVOID) Galvanized or unlined steel (except stainless steel) containers or spray tanks may produce hydrogen gas which may form a highly combustible gas mixture.

HAZARDOUS DECOMPOSITION PRODUCTS: None known.

HAZARDOUS POLYMERIZATION: Not known to occur.

11. TOXICOLOGICAL INFORMATION:

EYE: May cause slight temporary eye irritation. Corneal injury is unlikely.

SKIN: Essentially non-irritating to skin. Prolonged skin contact is unlikely to result in absorption of harmful amounts. The LD₅₀ for skin absorption in rabbits is >5000 mg/kg. Did not cause allergic skin reactions when tested in guinea pigs.

INGESTION: Very low toxicity if swallowed. Harmful effects not anticipated from swallowing small amounts. The oral LD₅₀ for rats is >5000 mg/kg.

INHALATION: Brief exposure (minutes) is not likely to cause adverse effects. The aerosol LC₅₀ for rats is >6.37 mg/L for 4 hours.

SYSTEMIC (OTHER TARGET ORGAN) EFFECTS: For a similar material, glyphosate, in animals, effects have been reported on the following organ: liver.

CANCER INFORMATION: A similar material, glyphosate, did not cause cancer in laboratory animals.

TERATOLOGY (BIRTH DEFECTS): For glyphosate IPA, available data are inadequate for evaluation of potential to cause birth defects.

REPRODUCTIVE EFFECTS: For glyphosate IPA, available data are inadequate to determine effects on reproduction.

MUTAGENICITY: For a similar material, glyphosate, in-vitro and animal genetic toxicity studies were negative.

12. ECOLOGICAL INFORMATION:

ENVIRONMENTAL DATA:

ECOTOXICOLOGY:

Material is practically non-toxic to aquatic organisms on an acute basis (LC₅₀ or EC₅₀ is >100 mg/L in most sensitive species tested).

Acute LC₅₀ for rainbow trout (*Oncorhynchus mykiss*) is >2500 mg/L.

Acute immobilization EC₅₀ in water flea (*Daphnia magna*) is 918 mg/L.

Material is practically non-toxic to birds on an acute basis (LD₅₀ is >2000 mg/kg).

Acute oral LD₅₀ in bobwhite (*Colinus virginianus*) is >2000 mg/kg.

The LC₅₀ in earthworm *Eisenia foetida* is >1000 mg/kg. Acute contact LD₅₀ in honey bee (*Apis mellifera*) is >100 µg/bee.

Acute oral LD₅₀ in honey bee (*Apis mellifera*) is >100 µg/bee.

Growth inhibition EC₅₀ in green alga (*Selenastrum capricornutum*) is 127 mg/L.

Growth inhibition EC₅₀ in duckweed (*Lemna sp.*) is 24.4 mg/L.

13. DISPOSAL CONSIDERATIONS:

DISPOSAL METHOD: If wastes and/or containers cannot be disposed of according to the product label directions, disposal of this material must be in accordance with your local or area regulatory authorities.

MATERIAL SAFETY DATA SHEET



Emergency Phone: 800-992-5994
Dow AgroSciences LLC
Indianapolis, IN 46268

RODEO* HERBICIDE

Effective Date: 3/23/04
Product Code: 84825
MSDS: 006694

This information presented below only applies to the material as supplied. The identification based on characteristic(s) or listing may not apply if the material has been used or otherwise contaminated. It is the responsibility of the waste generator to determine the toxicity and physical properties of the material generated to determine the proper waste identification and disposal methods in compliance with applicable regulations.

If the material as supplied becomes a waste, follow all applicable regional, national and local laws and regulations.

14. TRANSPORT INFORMATION:

U.S. DEPARTMENT OF TRANSPORTATION (DOT) INFORMATION:

For all package sizes and modes of transportation:
This material is not regulated for transport.

15. REGULATORY INFORMATION:

NOTICE: The information herein is presented in good faith and believed to be accurate as of the effective date shown above. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ from one location to another; it is the buyer's responsibility to ensure that its activities comply with federal, state or provincial, and local laws. The following specific information is made for the purpose of complying with numerous federal, state or provincial, and local laws and regulations.

U.S. REGULATIONS

SARA 313 INFORMATION: To the best of our knowledge, this product contains no chemical subject to SARA Title III Section 313 supplier notification requirements.

SARA HAZARD CATEGORY: This product has been reviewed according to the EPA "Hazard Categories" promulgated under Sections 311 and 312 of the Superfund Amendment and Reauthorization Act of 1986 (SARA Title III) and is considered, under applicable definitions, to meet the following categories:

Not to have met any hazard category

TOXIC SUBSTANCES CONTROL ACT (TSCA): All ingredients are on the TSCA inventory or are not required to be listed on the TSCA inventory.

STATE RIGHT-TO-KNOW: This product is not known to contain any substances subject to the disclosure requirements of

New Jersey
Pennsylvania

OSHA HAZARD COMMUNICATION STANDARD: This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (CERCLA, or SUPERFUND): To the best of our knowledge, this product contains no chemical subject to reporting under CERCLA.

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) RATINGS:

<u>CATEGORY</u>	<u>RATING</u>
Health	1
Flammability	1
Reactivity	0

16. OTHER INFORMATION:

MSDS STATUS: Revised Sections: 3,4,11,12,13,14 & 15
Reference: DR-0361-8028
Replaces MSDS Dated: 1/12/00
Document Code: D03-148-002
Replaces Document Code: D03-148-001

The Information Herein Is Given In Good Faith, But No Warranty, Express Or Implied, Is Made. Consult Dow AgroSciences For Further Information.



MATERIAL SAFETY DATA SHEET

Syngenta Crop Protection, Inc.
Post Office Box 18300
Greensboro, NC 27419

In Case of Emergency, Call
1-800-888-8372

1. PRODUCT IDENTIFICATION

Product Name: **REWARD LANDSCAPE AND AQUATIC HERBICIDE** Product No.: A12872A
EPA Signal Word: Warning
Active Ingredient(%): Diquat dibromide (37.3%) CAS No.: 85-00-7
Chemical Name: [6,7-dihydrodipyrido(1,2-a:2',1'-c)pyrazinediium dibromide]
Chemical Class: Bipyridilium (dipyridilium) contact herbicide
EPA Registration Number(s): 100-1091 (formerly 10182-404) Section(s) Revised: All sections

2. COMPOSITION/INFORMATION ON INGREDIENTS

Material	OSHA PEL	ACGIH TLV	Other	NTP/IARC/OSHA Carcinogen
Diquat dibromide (37.3%)	Not Established	0.5 mg/m ³ TWA (total dust); 0.08 mg/m ³ TWA (respirable dust)	0.5 mg/m ³ TWA**	No

** recommended by NIOSH

Ingredients not precisely identified are proprietary or non-hazardous. Values are not product specifications.

3. HAZARDS IDENTIFICATION

Symptoms of Acute Exposure

Harmful if inhaled or swallowed. Dust, mist or vapor irritating to eyes and respiratory tract. May cause skin irritation.

Hazardous Decomposition Products

Can decompose at high temperatures forming toxic gases.
Flammable hydrogen gas may be formed on contact with aluminum. See "Conditions to Avoid", Section 10.

Physical Properties

Appearance: Dark brown liquid
Odor: Odorless

Unusual Fire, Explosion and Reactivity Hazards

This product may form flammable and explosive hydrogen gas when in contact with aluminum.

4. FIRST AID MEASURES

Have the product container, label or Material Safety Data Sheet with you when calling Syngenta (800-888-8372), a poison control center or doctor, or going for treatment.

Ingestion: If swallowed: Call Syngenta (800-888-8372), a poison control center or doctor immediately for treatment advice. Have the person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so after calling 800-888-8372 or by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

- Eye Contact:** If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after 5 minutes, then continue rinsing eye. Call Syngenta (800-888-8372), a poison control center or doctor for treatment advice.
- Skin Contact:** If on skin or clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call Syngenta (800-888-8372), a poison control center or doctor for treatment advice.
- Inhalation:** If inhaled: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call Syngenta (800-888-8372), a poison control center or doctor for further treatment advice.

Notes to Physician

There is no specific antidote if this product is ingested.

Treat symptomatically.

Medical Condition Likely to be Aggravated by Exposure

None known.

5. FIRE FIGHTING MEASURES

Fire and Explosion

Flash Point (Test Method):	Not Applicable	
Flammable Limits (% in Air):	Lower: % Not Applicable	Upper: % Not Applicable
Autoignition Temperature:	Not Applicable	
Flammability:	Not Applicable	

Unusual Fire, Explosion and Reactivity Hazards

This product may form flammable and explosive hydrogen gas when in contact with aluminum.

In Case of Fire

Use dry chemical, foam or CO2 extinguishing media. Wear full protective clothing and self-contained breathing apparatus. Evacuate nonessential personnel from the area to prevent human exposure to fire, smoke, fumes or products of combustion. Prevent use of contaminated buildings, area, and equipment until decontaminated. Water runoff can cause environmental damage. If water is used to fight fire, dike and collect runoff.

6. ACCIDENTAL RELEASE MEASURES

In Case of Spill or Leak

Control the spill at its source. Contain the spill to prevent it from spreading, contaminating soil, or entering sewage and drainage systems or any body of water. Clean up spills immediately, observing precautions outlined in Section 8. If a solid, sweep up material and place in a compatible disposal container. If a liquid, cover entire spill with absorbing material and place into compatible disposal container. Scrub area with hard water detergent (e.g. commercial products such as Tide, Joy, Spic and Span). Pick up wash liquid with additional absorbent and place into compatible disposal container. Once all material is cleaned up and placed in a disposal container, seal container and arrange for disposition.

7. HANDLING AND STORAGE

This product reacts with aluminum to produce flammable hydrogen gas. Do not mix or store in containers or systems made of aluminum or having aluminum fittings.

Store the material in a well-ventilated, secure area out of reach of children and domestic animals. Do not store food, beverages or tobacco products in the storage area. Prevent eating, drinking, tobacco use, and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

THE FOLLOWING RECOMMENDATIONS FOR EXPOSURE CONTROLS/PERSONAL PROTECTION ARE INTENDED FOR THE MANUFACTURE, FORMULATION AND PACKAGING OF THE PRODUCT.

FOR COMMERCIAL APPLICATIONS AND ON-FARM APPLICATIONS CONSULT THE PRODUCT LABEL.

Ingestion: Prevent eating, drinking, tobacco usage and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.

Eye Contact: Where eye contact is likely, use chemical splash goggles. Facilities storing or utilizing this material should be equipped with an eyewash facility and a safety shower.

Skin Contact: Where contact is likely, wear chemical-resistant (such as nitrile or butyl) gloves, coveralls, socks and chemical-resistant footwear. For overhead exposure, wear chemical-resistant headgear.

Inhalation: Use process enclosures, local exhaust ventilation, or other engineering controls to keep airborne levels below exposure limits. A NIOSH-certified combination air-purifying respirator with an N, P or R 95 or HE class filter and an organic vapor cartridge may be permissible under certain circumstances where airborne concentrations are expected to exceed exposure limits. Protection provided by air-purifying respirators is limited. Use a pressure demand atmosphere-supplying respirator if there is any potential for uncontrolled release, exposure levels are not known, or under any other circumstances where air-purifying respirators may not provide adequate protection.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance: Dark brown liquid
 Odor: Odorless
 Melting Point: Not Available
 Boiling Point: Not Available
 Specific Gravity/Density: 1.20 g/mL @ 68°F (20°C)
 pH: 4-6

Solubility in H₂O

Diquat dibromide: 718,000 mg/L @ 68°F (20°C) and pH 7.2

Vapor Pressure

Diquat dibromide: <10(-8) mmHg @ 77°F (25°C)

10. STABILITY AND REACTIVITY

Stability: Stable under normal use and storage conditions.

Hazardous Polymerization: Will not occur.

Conditions to Avoid: Concentrate should not be stored in aluminum containers. Spray solutions should not be mixed, stored or applied in containers other than plastic, plastic-lined steel, stainless steel or fiberglass.

Materials to Avoid: Strong alkalis and anionic wetting agents (e.g., alkyl and alkylaryl sulfonates). Corrosive to aluminum.

Hazardous Decomposition Products: Can decompose at high temperatures forming toxic gases. Flammable hydrogen gas may be formed on contact with aluminum. See "Conditions to Avoid", Section 10.

11. TOXICOLOGICAL INFORMATION

Acute Toxicity/Irritation Studies (Finished Product)

Ingestion: Slightly Toxic
 Oral (LD50 Rat) : = 600 mg/kg body weight

Dermal: Moderately Toxic
 Dermal (LD50 Rabbit) : = 260 mg/kg body weight

Inhalation: Moderately Toxic
 Inhalation (LC50 Rat) : = 0.121 mg/l air - 4 hours

Eye Contact: Irritant

Skin Contact: Not Available

Skin Sensitization: Not Available

Neurotoxicity

Diquat dibromide: No evidence for neurotoxic effects in rats dosed up to 400 ppm in the diet for 13 weeks.

Reproductive Effects

Diquat dibromide: Mutagenicity: No evidence in in vivo assays.

Development Toxicity: In rabbit studies a small percentage of fetuses had minor defects at 3 and 10 mg ion/kg/d.

Chronic/Subchronic Toxicity Studies

Diquat dibromide: Kidney weight decreases and cataracts seen in dogs at 12.5 mg ion/kg/d.

Carcinogenicity

Diquat dibromide: No evidence of carcinogenicity in rat and mouse studies.

Other Toxicity Information

None.

Toxicity of Other Components

Not Applicable

Target Organs

Active Ingredients

Diquat dibromide: Eye, kidney

Inert Ingredients

Not Applicable

12. ECOLOGICAL INFORMATION

Summary of Effects

Diquat dibromide:

This material is toxic to fish and wildlife.

Eco-Acute Toxicity

Diquat dibromide: Rainbow Trout 96-hour LC50 21 mg/L.
Mirror Carp 96 hours LC50 67 mg/L

Eco-Chronic Toxicity

Diquat dibromide: Not Available

Environmental Fate

Diquat dibromide:

No data available for the formulation. The information presented here is for the active ingredient, diquat debromide.
Sorption: Extremely tightly adsorbed to (negatively-charged) soil particles due to its dicationic nature. Diquat is primarily adsorbed to clay, less so to OM. Diquat bound to soil is unavailable for plant uptake and is largely unavailable to soil microbes.
Koc: Average is 1,000,000 mL/g (estimated).
Photodegradation: Losses probably occur on sprayed leaf surfaces and on dead and decaying vegetation.
Photochemical decomposition of diquat has been measured in the lab by irradiating thin layers of soil, but has not been unequivocally demonstrated under field conditions.
Other degradation: Certain microbe species in soil-less culture media decompose diquat. However, they degrade diquat bound to soil slowly or not at all.
Persistence: Typical half-life is 1000 d. Diquat is highly persistent due to strong binding to clay and unavailability to microbes. Diquat in soil is not taken up by plants, so any crop can be seeded at any time after application.
Mobility: Immobile in soil.
Volatilization: No losses.

13. DISPOSAL CONSIDERATIONS

Disposal

Do not reuse product containers. Dispose of product containers, waste containers, and residues according to local, state, and federal health and environmental regulations.

Characteristic Waste: Not Applicable

Listed Waste: Not Applicable

14. TRANSPORT INFORMATION

DOT Classification

Corrosive Liquid, N.O.S. (diquat dibromide, 37.3%), 8, UN1760, PGIII

B/L Freight Classification

Herbicides, NOIBN

Comments

International Transportation

Corrosive Liquid, N.O.S. (diquat dibromide, 37.3%), Class 8, UN1760, PGIII

15. REGULATORY INFORMATION

EPCRA SARA Title III Classification

Section 311/312 Hazard Classes: Acute Health Hazard
Chronic Health Hazard

Section 313 Toxic Chemicals: Not Applicable

California Proposition 65

None

CERCLA/SARA 302 Reportable Quantity (RQ)

None

RCRA Hazardous Waste Classification (40 CFR 261)

Not Applicable

TSCA Status

Exempt from TSCA, subject to FIFRA

16. OTHER INFORMATION

NFPA Hazard Ratings

Health: 2
Flammability: 1
Instability: 0

HMIS Hazard Ratings

Health: 2
Flammability: 1
Reactivity: 0

0	Minimal
1	Slight
2	Moderate
3	Serious
4	Extreme

For non-emergency questions about this product call:

1-800-334-9481

Original Issued Date: 04/11/2002

Revision Date:

Replaces:

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein.

RSVP#: SCP-955-00349A

End of MSDS

Material Safety Data Sheet

Effective Date: 04-MAR-2004
Product: IMPEL

I. IDENTIFICATION

Chemical Name: Refined Petroleum Distillates
Chemical Family: Petroleum Hydrocarbon Oil
Formula: Not applicable, formulated mixture.
Synonyms: None
CAS Number: Not applicable, formulated mixture.
EPA Number: None required

II. PHYSICAL DATA

Boiling Point: Wide range
Freezing Point: <0 Degrees F.
Spec Gravity: 0.866 gms/cc
Vapor Pressure: <0.08 mm/Hg @ 20 Deg. C.
Vapor Density: 5+ (Air=1)
Solubility: Miscible
Volatiles: Nil
Evaporation: 1000x slower
Melting Point: Not applicable
Appearance: Amber liquid with slight odor.

III. INGREDIENTS

Material	CAS Number	Percent	TLV	Hazard
Proprietary blend of Aliphatic Hydrocarbon Oils, Surfactants and Nonionic Emulsifiers		100.00	5 mg/m ³	Mild skin & eye irritant.

IV. FIRE AND EXPLOSION HAZARD

Flash Point: >250 Degrees F.
Autoignition Temp: Not established
Flammable Limit: Not established
Extinguishing Media: Carbon dioxide, dry chemical, chemical foam or water fog.
Special Fire Fight Proc: Wear positive-pressure self-contained breathing apparatus and full protective clothing. Avoid getting water from fire fighting into domestic or irrigation water supplies.
Fire and Expl Hazard: Containers may rupture violently if overheated. After fire is controlled, do not handle containers until they have returned to ambient temperatures.

Material Safety Data Sheet

Effective Date: 04-MAR-2004

Product: IMPEL

V. HEALTH HAZARD

Carcinogen Information: Not listed as a carcinogen.

ACUTE EFFECTS OF OVER EXPOSURE

Swallowing: Harmful or fatal if swallowed. Pulmonary aspiration hazard if swallowed and vomiting occurs. Estimated Oral LD50 in rats is > 15 mg/kg.

Skin Absorption: Practically non-toxic if absorbed. Dermal LD50 >2000 mg/kg.

Inhalation: Excessive exposures may cause irritation to the eyes, nose, throat and lungs.

Skin contact: Moderate irritation with skin contact. Removes natural oils and fats from skin with prolonged or repeated contact.

Eye Contact: Contact with the eye may cause mild irritation.

Chronic Effects: Removes natural oils and fats from skin with prolonged or repeated contact.

Other Hazard: None currently known.

EMERGENCY AND FIRST AID PROCEDURES

Swallowing: Do not induce vomiting! Do not give liquids! Obtain medical assistance. Small amounts which accidentally enter the mouth should be rinsed out until the taste is gone.

Skin: Wash with soap and water until no odor remains. If redness or swelling develops, obtain medical assistance.

Inhalation: Move to fresh air. If breathing becomes difficult, consult a physician.

Eyes: Flush eyes with water for at least 15 minutes, holding eyelids open. If irritation develops, seek medical attention.

Notes to Physician: In the event of an adverse response, treatment should be directed toward control of the symptoms and the clinical condition of the patient. Pulmonary aspiration hazard if swallowed and/or vomiting occurs - can enter the lungs and cause damage.

VI. REACTIVITY

Stability: Stable

Conditions to Avoid: Use caution if handling or using around heat,

Material Safety Data Sheet

Effective Date: 04-MAR-2004
Product: IMPEL

sparks or open flames.
Polymerization: Will Not Occur
Conditions to Avoid: None currently known.
Incompatibility material: Do not allow contact with oxidizing materials.
Hazardous Combustion: Product may produce carbon monoxide and other asphyxiants under fire conditions.

VII. SPILL OR LEAK PROCEDURES

Spill or Leak Proc: Dike and contain. If uncontaminated, reuse as intended. If contaminated, absorb spill with clay, sand or sawdust. Place in a chemical waste container for proper disposal. Spill area will be quite slippery.
Waste Disposal Method: This material must be disposed of according to Federal, State or Local procedures under the Resource Conservation and Recovery Act.

VIII. SPECIAL PROTECTION INFORMATION

Respiration: Respiratory protection not needed unless product is heated or misted. Then, use only NIOSH-approved respirator.
Ventilation: Ventilate as needed to comply with exposure limits.
Gloves: Impervious
Eyes: Splashproof goggles.
Other: Eyewash station, impervious apron and footwear.

IX. SPECIAL PRECAUTIONS

Special precaution: Keep out of reach of children. Do not store with food, feed or other material to be used or consumed by humans or animals. Do not contaminate water supplies, lakes, streams or ponds. Maintain good housekeeping practices and clean up spills promptly. Never siphon by mouth. NFPA Class IIIB storage rating.
Other precaution: Severely hydrotreated light paraffinic distillate is a complex combination of hydrocarbons obtained by treating petroleum with hydrogen in the presence of a catalyst. It consists of hydrocarbons having hydrocarbon numbers predominantly in the C15 to C30 range and produces a finished oil of approximately SUS at 100 Deg F. Contains a relatively large

Helena Chemical Company
PH: 901-761-0050
CHEMTREC: 800-424-9300

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Material Safety Data Sheet

Effective Date: 04-MAR-2004
Product: IMPEL

percentage of saturated hydrocarbons.

X. SHIPPING INFORMATION

Shipping name: Not regulated by DOT, IATA or IMDG.
Hazard Class: None
Identification No: None
Labels Required: None required
Placarding: None
Freight Class: Adjuvant, Spreader or Sticker, Liquid, N.O.I.
(NMFC Item 4610, Class 60)

Chemical Name	Equivalent R.Q.
Not applicable	Not applicable

XI. GENERAL PRODUCT INFORMATION

National Fire Protection Association Rating:
(Rating level: 4-Extreme, 3-High, 2-Moderate, 1-Slight, 0-Minimum)

Health: 1 Fire: 1 Reactivity: 0

S.A.R.A. Title III Hazard Classification: (Yes/No)

Immediate (Acute) Health: Y	Delayed (Chronic) Health: N
Sudden Release of pressure: N	Fire: N
Reactive: N	

Mail inquiries to: 225 Schilling Blvd., Suite 300 Collierville, TN 38017
Helena Chemical Company believes that the data contained herein is factual.
This data is not to be taken as a warranty or representation of legal
responsibility. It is offered solely for your consideration, investigation
and verification.

MATERIAL SAFETY DATA SHEET



Emergency Phone: 800-992-5994
Dow AgroSciences LLC
Indianapolis, IN 46268

GARLON* 4 HERBICIDE

Effective Date: 2/22/02
Product Code: 38322
MSDS: 004788

1. PRODUCT AND COMPANY IDENTIFICATION:

PRODUCT: Garlon* 4 Herbicide

COMPANY IDENTIFICATION:

Dow AgroSciences
9330 Zionsville Road
Indianapolis, IN 46268-1189

2. COMPOSITION/INFORMATION ON INGREDIENTS:

Triclopyr ((3,5,6-trichloro-2-pyridinyl)oxy) acetic acid, butoxy ethyl ester	CAS# 064700-56-7	61.6%
Other ingredients, total, including:		38.4%
Kerosene	CAS# 008008-20-6	
Proprietary surfactants		

This document is prepared pursuant to the OSHA Hazard Communication Standard (29 CFR 1910.1200). In addition, other substances not 'Hazardous' per this OSHA Standard may be listed. Where proprietary ingredient shows, the identity may be made available as provided in this standard.

3. HAZARDOUS IDENTIFICATIONS:

EMERGENCY OVERVIEW

Hazardous Chemical. Amber liquid. Combustible. Kerosene-like odor. May cause eye and skin irritation. The LD₅₀ for skin absorption is >2000 mg/kg (rabbits) and >5000 mg/kg (rats). Oral LD₅₀ for rats is 1581 mg/kg (males) and 1338 mg/kg (females). Toxic to aquatic organisms.

EMERGENCY PHONE NUMBER: 800-992-5994

POTENTIAL HEALTH EFFECTS: This section includes possible adverse effects, which could occur if this material is not handled in the recommended manner.

EYE: May cause slight temporary eye irritation. Corneal injury is unlikely.

SKIN: Prolonged or repeated contact may cause skin irritation. Prolonged or frequently repeated skin contact may cause allergic skin reactions in some individuals. With the dilute mix, no allergic skin reaction is expected. Prolonged skin contact is unlikely to result in absorption of harmful amounts. Repeated skin contact may result in absorption of harmful amounts. The LD₅₀ for skin absorption is >2000 mg/kg (rabbits) and >5000 mg/kg (rats).

*Trademark of Dow AgroSciences

INGESTION: Low toxicity if swallowed. The oral LD₅₀ for rats is 1581 mg/kg (males) and 1338 mg/kg (females). Small amounts swallowed incidental to normal handling operations are not likely to cause injury; however, swallowing larger amounts may cause injury. Aspiration into the lungs may occur during ingestion or vomiting, causing lung damage or even death due to chemical pneumonia.

INHALATION: Excessive exposure may cause irritation to upper respiratory tract (nose and throat). Kerosene may cause central nervous system effects.

SYSTEMIC (OTHER TARGET ORGAN) EFFECTS:

Triclopyr BEE, in animals, effects have been reported on the following organs: blood, kidney, and liver.

CANCER INFORMATION: Triclopyr BEE did not cause cancer in laboratory animals. In a lifetime animal dermal carcinogenicity study, an increased incidence of skin tumors was observed when kerosene was applied at doses that also produced skin irritation. This response was similar to that produced in skin by other types of chronic chemical/physical irritation. No increase in tumors was observed when non-irritating dilutions of kerosene were applied at equivalent doses, indicating that kerosene is unlikely to cause skin cancer in the absence of long-term continued skin irritation. In long-term animal studies with ethylene glycol butyl ether, small but statistically significant increases in tumors were observed in mice but not rats. The effects are not believed to be relevant to humans. If the material is handled in accordance with proper industrial handling, exposures should not pose a carcinogenic risk to man.

TERATOLOGY (BIRTH DEFECTS): For triclopyr BEE, birth defects are unlikely. Exposures having no effect on the mother should have no effect on the fetus. Did not cause birth defects in animals; other effects were seen in the fetus only at doses which caused toxic effects to the mother.

REPRODUCTIVE EFFECTS: Triclopyr BEE, in laboratory animal studies, effects on reproduction have been seen only at doses that produced significant toxicity to the parent animals.

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Indianapolis, IN 46268

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4. FIRST AID:

EYES: Flush eyes thoroughly with water for several minutes. Remove contact lenses after initial 1-2 minutes and continue flushing for several minutes. If affects occur, consult a physician, preferably an ophthalmologist.

SKIN: Wash skin with plenty of water.

INGESTION: Do not induce vomiting. Call a physician and/or transport to emergency facility immediately.

INHALATION: Move to fresh air. If not breathing, give artificial respiration. If breathing is difficult, oxygen should be administered by qualified personnel. Call a physician or transport to a medical facility.

NOTE TO PHYSICIAN: The decision of whether to induce vomiting or not should be made by a physician. If lavage is performed, suggest endotracheal and/or esophageal control. Danger from lung aspiration must be weighed against toxicity when considering emptying the stomach. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

5. FIRE FIGHTING MEASURES:

FLASH POINT: 147°F (64°C)
METHOD USED: TCC

FLAMMABLE LIMITS
LFL: Not determined
UFL: Not determined

EXTINGUISHING MEDIA: Water fog, foam, CO₂, and dry chemical.

FIRE & EXPLOSION HAZARDS: Combustible. Toxic, irritating vapors may be produced if product is involved in fire.

FIRE-FIGHTING EQUIPMENT: Use positive pressure self-contained breathing apparatus and full protective clothing.

6. ACCIDENTAL RELEASE MEASURES:

ACTION TO TAKE FOR SPILLS/LEAKS: Keep out of streams and domestic water supplies. Absorb small spills in inert material such as sand. For large spills, dike the area and contact Dow AgroSciences at 800-992-5994.

7. HANDLING AND STORAGE:

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE: Keep out of reach of children. Do not use near heat or open flame. Harmful if swallowed, inhaled, or absorbed through skin. Avoid contact with eyes, skin and clothing. Avoid breathing mists and vapors. Avoid contamination of food. Store above 28°F or agitate before use. Users should wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet. For handling relative to end-use of this product, read the product label for further information concerning the use of personal protective equipment (PPE) under the Worker Protection Standard of 1993. Store in the original container.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION:

These precautions are suggested for conditions where a potential for exposure exists. Emergency conditions may require additional precautions.

EXPOSURE GUIDELINE(S):

3,5,6-Trichloro-2-pyridinyloxyacetic acid, Dowanol EB ester: Dow AgroSciences Industrial Hygiene Guide is 2 mg/M³ as acid equivalent, Skin.
Kerosene: Dow AgroSciences Industrial Hygiene Guide is 10 mg/M³.

A "skin" notation following the exposure guideline refers to the potential for dermal absorption of the material. It is intended to alert the reader that inhalation may not be the only route of exposure and that measures to minimize dermal exposures should be considered.

ENGINEERING CONTROLS: Provide general and/or local exhaust ventilation to control airborne levels below the exposure guidelines.

MATERIAL SAFETY DATA SHEET



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RECOMMENDATIONS FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS:

RESPIRATORY PROTECTION: Atmospheric levels should be maintained below the exposure guidelines. When respiratory protection is required for certain operations, use a NIOSH approved air-purifying respirator.

SKIN PROTECTION: Use protective clothing chemically resistant to this material. Selection of specific items such as faceshield, gloves, boots, apron, or full body suit will depend on operation. Remove contaminated clothing immediately, wash skin area with soap and water, and launder clothing before reuse or dispose of properly.

EYE/FACE PROTECTION: Use safety glasses.

APPLICATORS AND ALL OTHER HANDLERS: Refer to the product label for personal protective clothing and equipment.

9. PHYSICAL AND CHEMICAL PROPERTIES

BOILING POINT: >302°F (150°C) initial
VAPOR PRESSURE: 0.1 mm @ 37.8°C (kerosene)
VAPOR DENSITY: >1
SOLUBILITY IN WATER: Emulsifies
SPECIFIC GRAVITY: 1.08
APPEARANCE: Amber liquid
ODOR: Kerosene-like

10. STABILITY AND REACTIVITY:

STABILITY: (CONDITIONS TO AVOID) Combustible. Avoid sources of ignition if temperature is near or above flash point. Stable under normal storage conditions.

INCOMPATIBILITY: (SPECIFIC MATERIALS TO AVOID) Acid, base, and oxidizing material.

HAZARDOUS DECOMPOSITION PRODUCTS: Nitrogen oxides, hydrogen chloride, and phosgene may result under fire conditions.

HAZARDOUS POLYMERIZATION: Not known to occur.

11. TOXICOLOGICAL INFORMATION:

MUTAGENICITY: For triclopyr BEE, in-vitro and animal mutagenicity studies were negative.

12. ECOLOGICAL INFORMATION:

ENVIRONMENTAL FATE:

MOVEMENT & PARTITIONING: Bioconcentration potential is moderate (BCF between 100 and 3000 or Log Pow between 3 and 5). Measured log octanol/water partition coefficient (Log Pow) is 4.09. Log air/water partition coefficient (Log Kaw) is -4.0.

DEGRADATION & PERSISTENCE: Biodegradation under aerobic static laboratory conditions is moderate (BOD20 or BOD28/ThOD between 10 and 40%).

ECOTOXICOLOGY: Material is highly toxic to aquatic organisms on an acute basis (LC₅₀/EC₅₀ is between 0.1 and 1 mg/L in most sensitive species).

Acute LC₅₀ in rainbow trout (*Oncorhynchus mykiss*) is 0.8 - 4.9 mg/L.

Acute LC₅₀ for fathead minnow (*Pimephales promelas*) is 2.2 - 6.3 mg/L.

Acute LC₅₀ for water flea (*Daphnia magna*) is 2.2 mg/L.

Acute LC₅₀ in bluegill (*Lepomis macrochirus*) is 2.1 mg/L.

Growth inhibition EC₅₀ in green alga (*Selenastrum capricornutum*) is 13.3 - 16.8 mg/L.

13. DISPOSAL CONSIDERATIONS:

DISPOSAL METHOD: Excess wastes that cannot be used according to label instructions must be disposed of according to all applicable federal, state, or local procedures.

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MATERIAL SAFETY DATA SHEET



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Indianapolis, IN 46268

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14. TRANSPORT INFORMATION:

U.S. DEPARTMENT OF TRANSPORTATION INFORMATION

FOR ALL PACKAGE (NON-BULK) SIZES SHIPPED BY AIR, LAND OR WATER:

Material is not regulated for transportation.

FOR BULK SHIPMENTS BY LAND:

COMBUSTIBLE LIQUID, N.O.S. (CONTAINS KEROSENE)/COMBUSTIBLE LIQUID/NA1993/PGIII

15. REGULATORY INFORMATION:

NOTICE: The information herein is presented in good faith and believed to be accurate as of the effective date shown above. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ from one location to another; it is the buyer's responsibility to ensure that its activities comply with federal, state or provincial, and local laws. The following specific information is made for the purpose of complying with numerous federal, state or provincial, and local laws and regulations.

U.S. REGULATIONS

SARA 313 INFORMATION: To the best of our knowledge, this product contains no chemical subject to SARA Title III Section 313 supplier notification requirements.

SARA HAZARD CATEGORY: This product has been reviewed according to the EPA "Hazard Categories" promulgated under Sections 311 and 312 of the Superfund Amendment and Reauthorization Act of 1986 (SARA Title III) and is considered, under applicable definitions, to meet the following categories:

An immediate health hazard
A delayed health hazard
A fire hazard

TOXIC SUBSTANCES CONTROL ACT (TSCA): All ingredients are on the TSCA inventory or are not required to be listed on the TSCA inventory.

STATE RIGHT-TO-KNOW: The following product components are cited on certain state lists as mentioned. Non-listed components may be shown in the composition section of the MSDS.

CHEMICAL NAME	CAS NUMBER	LIST
Proprietary Ingredient	Proprietary	PA1 NJ3
Kerosene	008008-20-6	PA1 NJ3

NJ3=New Jersey Workplace Hazardous Substance (present at greater than or equal to 1.0%).
PA1=Pennsylvania Hazardous Substance (present at greater than or equal to 1.0%).

OSHA HAZARD COMMUNICATION STANDARD: This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) RATINGS:

Health	2
Flammability	2
Reactivity	1

COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (CERCLA, or SUPERFUND): To the best of our knowledge, this product contains no chemical subject to reporting under CERCLA.

16. OTHER INFORMATION:

MSDS STATUS: Revised Sections: 3, 4, 7, 8, 10, 12, & 14
Reference: DR-0196-5102
Replaces MSDS dated: 9/9/99
Document Code: D03-102-002
Replaces Document Code: D03-102-001

The Information Herein Is Given In Good Faith, But No Warranty, Express or Implied, Is Made. Consult Dow AgroSciences for Further Information.

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For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident,
Call CHEMTREC Day or Night: 1-800-424-9300
For Medical Emergencies Only, Call 1-877-325-1840

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name: Nufarm Polaris® Herbicide
EPA Reg. No.: 228-534
Synonyms: Imazapyr, Isopropylamine Salt; IPA Salt of Imazapyr; 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridine-carboxylic acid, salt with 2-propanamine (1:1)
Product Type: Herbicide
Company Name: Nufarm Americas Inc.
 150 Harvester Drive, Suite 200
 Burr Ridge, IL 60527
Date of Issue: January 14, 2008 **Supersedes:** New
Sections Revised: New

2. HAZARDS IDENTIFICATION

Emergency Overview:

Appearance and Odor: Blue colored liquid with a faint ammonia-like odor.

Warning Statements: Keep out of reach of children. CAUTION. Minimally toxic. Acute toxicity tests show very low potential for immediate risk in handling this product. Follow instructions for personal protective equipment and user safety recommendations.

Potential Health Effects:

Likely Routes of Exposure: Inhalation, eye and skin contact.

Eye Contact: Minimally irritating based on toxicity studies.

Skin Contact: Slightly toxic and slightly irritating based on toxicity studies.

Ingestion: Slightly toxic based on toxicity studies.

Inhalation: Low inhalation toxicity.

Medical Conditions Aggravated by Exposure: None known.

See Section 11: TOXICOLOGICAL INFORMATION for more information.

Potential Environmental Effects:

Treatment of aquatic weeds can result in oxygen depletion due to decomposition of dead plants. Oxygen loss, if severe, can cause fish suffocation. This product is phytotoxic at extremely low concentrations. Non-target plants may be adversely affected from drift.

See Section 12: ECOLOGICAL INFORMATION for more information.

3. COMPOSITION / INFORMATION ON INGREDIENTS

COMPONENT	CAS NO.	% BY WEIGHT
Isopropylamine Salt of Imazapyr	81510-83-0	28.7
Other Ingredients		71.3

4. FIRST AID MEASURES

If in Eyes: Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

If on Skin: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 to 20 minutes. Call a poison control center or doctor for treatment advice.

If Inhaled: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.

If Swallowed: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person.

5. FIRE FIGHTING MEASURES

Flash Point: >212°F (>100°C) Pensky-Martens

Autoignition Temperature: Not determined **Flammability Limits:** Not determined

Extinguishing Media: Recommended for large fires: foam or water spray. Recommended for small fires: dry chemical or carbon dioxide.

Special Fire Fighting Procedures: Firefighters should wear NIOSH/MSHA approved self-contained breathing apparatus and full fire-fighting turn out gear. Dike area to prevent runoff and contamination of water sources. Dispose of fire control water later.

Unusual Fire and Explosion Hazards: If water is used to fight fire, contain runoff, using dikes to prevent contamination of water supplies. Dispose of fire control water later.

Hazardous Decomposition Materials (Under Fire Conditions): May produce gases such as oxides of carbon, hydrogen and nitrogen.

National Fire Protection Association (NFPA) Hazard Rating:

Rating for this product: Health: 1 Flammability: 1 Reactivity: 0

Hazards Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions: Wear appropriate protective gear for the situation. See Personal Protection information in Section 8.

Environmental Precautions: Prevent material from entering public sewer systems or any waterways. Do not flush to drain. Large spills to soil or similar surfaces may necessitate removal of topsoil. The affected area should be removed and placed in an appropriate container for disposal.

Methods for Containment: Dike spill using absorbent or impervious materials such as earth, sand or clay. Collect and contain contaminated absorbent and dike material for disposal.

Methods for Cleanup and Disposal: Pump any free liquid into an appropriate closed container. Collect washings for disposal. Decontaminate tools and equipment following cleanup. See Section 13: DISPOSAL CONSIDERATIONS for more information.

Other Information: Large spills may be reportable to the National Response Center (800-424-8802) and to state and/or local agencies.

7. HANDLING AND STORAGE**Handling:**

Users should wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. Remove clothing/Personal Protective Equipment (PPE) immediately if pesticide gets inside. Then wash

thoroughly and put on clean clothing. Remove PPE immediately after handling this product. Wash outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

Spray solutions of this product should be mixed, stored and applied only in stainless steel, fiberglass, plastic and plastic-lined steel containers. Do not mix, store or apply this product or spray solutions of this product in unlined steel (except stainless steel) containers or spray tanks.

Storage:

Do not store below 10°F. Do not contaminate water, food or feed by storage or disposal.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering Controls:

Where engineering controls are indicated by specific use conditions or a potential for excessive exposure, use local exhaust ventilation at the point of generation.

Personal Protective Equipment:

Eye/Face Protection: Not normally required. To avoid contact with eyes, wear chemical goggles or shielded safety glasses. An emergency eyewash or water supply should be readily accessible to the work area.

Skin Protection: To avoid contact with skin, wear long pants, long-sleeved shirt, socks, shoes and chemical-resistant gloves made of any waterproof material. An emergency shower or water supply should be readily accessible to the work area.

Respiratory Protection: Not normally required. If vapors or mists exceed acceptable levels, wear NIOSH approved air-purifying respirator with cartridges/canisters approved for use against pesticides.

General Hygiene Considerations: Personal hygiene is an important work practice exposure control measure and the following general measures should be taken when working with or handling this material: 1) do not store, use and/or consume foods, beverages, tobacco products, or cosmetics in areas where this material is stored; 2) wash hands and face carefully before eating, drinking, using tobacco, applying cosmetics or using the toilet.

Exposure Guidelines:

Component	OSHA		ACGIH		Unit
	TWA	STEL	TWA	STEL	
Isopropylamine Salt of Imazapyr	NE	NE	NE	NE	

NE = Not Established

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance and Odor: Blue colored liquid with a faint ammonia-like odor.

Boiling Point: Not determined
Density: 8.80 pounds/gallon
Evaporation Rate: Not determined
Freezing Point: Not determined
pH: 6.26 (1% solution)

Solubility in Water: Soluble
Specific Gravity: 1.057 @ 20°C
Vapor Density: Not determined
Vapor Pressure: Not determined
Viscosity: 3.766 cst @ 20°C

Note: Physical data are typical values, but may vary from sample to sample. A typical value should not be construed as a guaranteed analysis or as a specification.

10. STABILITY AND REACTIVITY

Chemical Stability: This material is stable under normal handling and storage conditions.

Conditions to Avoid: Excessive heat. Do not store near heat or flame.

Incompatible Materials: Oxidizing agents and reducing agents.

Hazardous Decomposition Products: Under fire conditions may produce gases such as oxides of carbon, hydrogen and nitrogen.

Hazardous Reactions: Hazardous polymerization will not occur.

11. TOXICOLOGICAL INFORMATION

Toxicological Data:

Data from laboratory studies on this product are summarized below:

Oral: Rat LD₅₀: >5,000 mg/kg (female)

Dermal: Rat LD₅₀: >5,000 mg/kg

Inhalation: Rat 4-hr LC₅₀: >2.07 mg/L

Eye Irritation: Rabbit: Minimally irritating

Skin Irritation: Rabbit: Slightly irritating

Skin Sensitization: Not a contact sensitizer in guinea pigs following repeated skin exposure.

Subchronic (Target Organ) Effects: No adverse effects at approximately 1,700 mg/kg/day (highest dose tested).

Carcinogenicity / Chronic Health Effects: Imazapyr did not cause cancer in laboratory animals. EPA has classified imazapyr as a Group E (evidence of non-carcinogenicity for humans) carcinogen.

Reproductive Toxicity: The results of animal studies gave no indication of a fertility impairing effect.

Developmental Toxicity: No indications of a developmental toxic / teratogenic effect were seen in animal studies.

Genotoxicity: No mutagenic effect was found in various tests with microorganisms and mammals.

Assessment Carcinogenicity: None listed with ACGIH, IARC, NTP or OSHA.

See Section 2: HAZARDS IDENTIFICATION for more information.

12. ECOLOGICAL INFORMATION

Ecotoxicity:

Data on Imazapyr:

96-hour LC ₅₀ Bluegill:	>100 mg/l	Bobwhite Quail 8-day Dietary LC ₅₀ :	>5,000 ppm
96-hour LC ₅₀ Rainbow Trout:	>100 mg/l	Bobwhite Quail Oral LD ₅₀ :	>2,150 mg/kg
48-hour EC ₅₀ Daphnia:	>100 mg/l	Mallard Duck 8-day Dietary LC ₅₀ :	>5,000 ppm
Honey Bee LD ₅₀ :	>100 mg/bee	Mallard Duck Oral LD ₅₀ :	>2,150 mg/kg

Environmental Fate:

Imazapyr is degraded by microbial metabolism and can be relatively persistent in soils. It has an average half-life in soils that ranges from 2 weeks to 5 months. Half-lives tend to be shorter in forest litter and soils. Imazapyr is water-soluble and variably binds to organic materials in the soils. Although the potential to leach is high, leaching is limited under typical field conditions. In water, imazapyr can be rapidly degraded by photolysis with a half-life averaging 2 days. Due to its rapid photodegradation by sunlight, water contamination by imazapyr is generally not of concern.

13. DISPOSAL CONSIDERATIONS**Waste Disposal Method:**

Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

Container Handling and Disposal:

Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in an approved sanitary landfill, or by incineration, or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

14. TRANSPORTATION INFORMATION

Follow the precautions indicated in Section 7: HANDLING AND STORAGE of this MSDS.

DOT

Non Regulated – See 173.132(b)(3)

IMDG

Non Regulated - See IMDG 2.6.2.1.3

IATA

Non Regulated - See IATA 3.6.1.5.3

15. REGULATORY INFORMATION**U.S. Federal Regulations:**

TSCA Inventory: This product is exempted from TSCA because it is solely for FIFRA regulated use.

SARA Hazard Notification/Reporting:

Hazard Categories Under Criteria of SARA Title III Rules (40 CFR Part 370):

Immediate

Section 313 Toxic Chemical(s):

None

Reportable Quantity (RQ) under U.S. CERCLA:

None

RCRA Waste Code:

None

State Information:

Other state regulations may apply. Check individual state requirements.

California Proposition 65: Not listed

16. OTHER INFORMATION

This Material Safety Data Sheet (MSDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA-ACCEPTED PRODUCT LABELING (attached to and accompanying the product container). This MSDS provides important health, safety and environmental information for employers, employees, emergency responders and others handling large quantities of the product in activities

MATERIAL SAFETY DATA SHEET

Nufarm Polaris® Herbicide

generally other than product use, while the labeling provides that information specifically for product use in the ordinary course.

Use, storage and disposal of pesticide products are regulated by the EPA under the authority of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) through the product labeling, and all necessary and appropriate precautionary, use, storage, and disposal information is set forth on that labeling. It is a violation of Federal law to use a pesticide product in any manner not prescribed on the EPA-accepted label.

Although the information and recommendations set forth herein (hereinafter "Information") are presented in good faith and believed to be correct as of the date hereof, Nufarm Americas Inc. makes no representations as to the completeness or accuracy thereof. Information is supplied upon the condition that the persons receiving same will make their own determination as to its suitability for their purposes prior to use. In no event will Nufarm Americas Inc. be responsible for damages of any nature whatsoever resulting from the use of or reliance upon Information. **NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER NATURE ARE MADE HEREUNDER WITH RESPECT TO INFORMATION OR THE PRODUCT TO WHICH INFORMATION REFERS.**

Polaris is a registered trademark of Nufarm Americas Inc.

Material Safety Data Sheet

Effective Date: 21-DEC-2010
Product: INDUCE

I. IDENTIFICATION

Chemical Name: MIXTURE OF NONIONIC SURFACTANTS.
Chemical Family: SURFACTANTS
Formula: NOT APPLICABLE, FORMULATED MIXTURE.
Synonyms: NONE
CAS Number: NOT APPLICABLE, FORMULATED MIXTURE.
EPA Number: CAL. REG. NO. 5905-50091

II. PHYSICAL DATA

Boiling Point: >250 DEGREES F.
Freezing Point: <40 DEGREES F.
Spec Gravity: .9975 GMS/CC
Vapor Pressure: NOT ESTABLISHED
Vapor Density: 2.1
Solubility: DISPERSIBLE
Volatiles: 8 - 10%
Evaporation: NOT APPLICABLE
Melting Point: NOT APPLICABLE
Appearance: YELLOW LIQUID, ALCOHOL ODOR.

III. INGREDIENTS

Material	CAS Number	Percent	TLV	Hazard
PROPRIETARY BLEND OF ALKYL ARYL POLYOXYLKANE ETHER, AND FREE FATTY ACIDS		90.00	150 MG/M3	MODERATE SKIN & EYE IRRITANT
WATER AND FORMULATION AIDS		10.00	N/E	NONHAZARDOUS

IV. FIRE AND EXPLOSION HAZARD

Flash Point: >200 DEGREES F.
Autoignition Temp: >750 DEGREES F.
Flammable Limit: NOT APPLICABLE
Extinguishing Media: DRY CHEMICAL, WATER SPRAY, WATER FOG, CARBON
DIOXIDE, FOAM, OR SAND/EARTH.
Special Fire Fight Proc: FIRE FIGHTERS MUST BE EQUIPPED TO PREVENT
BREATHING OF VAPORS OR PRODUCTS OF COMBUSTION.
WEAR AN APPROVED SELF-CONTAINED BREATHING
APPARATUS AND PROTECTIVE CLOTHING.
Fire and Expl Hazard: WATER SPRAY MAY BE INEFFECTIVE. COOL FIRE-
EXPOSED CONTAINERS WITH WATER. FOG NOZZLES ARE

Material Safety Data Sheet

Effective Date: 21-DEC-2010
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PREFERABLE. CLOSED CONTAINERS MAY
RUPTURE/EXPLODE WHEN EXPOSED TO EXTREME HEAT.

V. HEALTH HAZARD

Carcinogen Information: NONE CURRENTLY KNOWN.

ACUTE EFFECTS OF OVER EXPOSURE

Swallowing: THE ACUTE ORAL LD50 (MALE RAT) = >5,010 MG/KG.
MAY CAUSE GASTROINTESTINAL IRRITATION, NAUSEA,
VOMITING AND DIARRHEA.
Skin Absorption: THE ACUTE DERMAL LD50 (RABBIT) = >2,010 MG/KG.
Inhalation: EXPOSURE MAY CAUSE NASAL AND RESPIRATORY
IRRITATION.
Skin contact: MAY CAUSE IRRITATION AFTER REPEATED EXPOSURE,
DEFATTING AND DERMATITIS. PRODUCT CONSIDERED A
MODERATE SKIN IRRITANT.
Eye Contact: MAY CAUSE SEVERE EYE IRRITATION IN UNWASHED
EYES. PRODUCT CONSIDERED A MODERATE EYE
IRRITANT.
Chronic Effects: NONE CURRENTLY KNOWN.
Other Hazard: MILD IRRITATION OF EYES AND NOSE OCCURS AT
VERY HIGH CONCENTRATIONS. THE LIQUID CAN DEFAT
THE SKIN, PRODUCING A DERMATITIS CHARACTERIZED
BY DRYING AND FISSURING.

EMERGENCY AND FIRST AID PROCEDURES

Swallowing: GIVE 1 TO 2 GLASSES OF WATER TO DRINK AND
INDUCE VOMITING BY INSERTING FINGER TO BACK OF
THROAT. OBTAIN MEDICAL ATTENTION IMMEDIATELY.
Skin: WASH SKIN THOROUGHLY WITH SOAP AND WATER. IF
IRRITATION DEVELOPS, CONSULT A PHYSICIAN.
LAUNDER CLOTHING BEFORE REUSE.
Inhalation: REMOVE TO FRESH AIR. IF BREATHING IS
DIFFICULT, GIVE OXYGEN AND CALL A PHYSICIAN
IMMEDIATELY.
Eyes: FLUSH EYES WITH WATER FOR 15 MINUTES, HOLDING
EYELIDS OPEN. IF IRRITATION PERSISTS, CALL A
PHYSICIAN.
Notes to Physician: IN THE EVENT OF AN ADVERSE RESPONSE, TREATMENT
SHOULD BE DIRECTED TOWARD CONTROL OF THE
SYMPTOMS.

VI. REACTIVITY

Material Safety Data Sheet

Effective Date: 21-DEC-2010
Product: INDUCE

Stability: Stable
Conditions to Avoid: EXCESSIVE HEAT AND OPEN FLAMES.
Polymerization: Will Not Occur
Conditions to Avoid: NONE CURRENTLY KNOWN.
Incompatibility material: AVOID CONTACT WITH STRONG OXIDIZERS SUCH AS
HYDROGEN PEROXIDE, BROMINE, AND CHROMIC ACID.
Hazardous Combustion: CARBON MONOXIDE AND CARBON DIOXIDE UNDER FIRE
CONDITIONS.

VII. SPILL OR LEAK PROCEDURES

Spill or Leak Proc: ABSORB WITH AN INERT MATERIAL SUCH AS SAND,
SOIL OR VERMICULITE. SWEEP UP AND DISPOSE OF
IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL
REGULATIONS.
Waste Disposal Method: THIS MATERIAL MUST BE DISPOSED OF ACCORDING TO
FEDERAL, STATE, OR LOCAL PROCEDURES UNDER THE
RESOURCE CONSERVATION AND RECOVERY ACT.

VIII. SPECIAL PROTECTION INFORMATION

Respiration: USE NIOSH/MSHA CERTIFIED RESPIRATOR WITH
ORGANIC VAPOR CARTRIDGE IF CONCENTRATION
EXCEEDS PERMISSIBLE EXPOSURE LIMITS.
Ventilation: MECHANICAL EXHAUST SYSTEM.
Gloves: IMPERVIOUS
Eyes: CHEMICAL WORKERS GOGGLES.
Other: EYE WASH STATION, IMPERVIOUS APRON AND
FOOTWEAR.

IX. SPECIAL PRECAUTIONS

Special precaution: KEEP OUT OF REACH OF CHILDREN. DO NOT STORE
WITH FOOD, FEED, OR OTHER MATERIAL TO BE USED
OR CONSUMED BY HUMANS OR ANIMALS. DO NOT
CONTAMINATE WATER SUPPLIES, LAKES, STREAMS, OR
PONDS. KEEP CONTAINERS TIGHTLY CLOSED. KEEP
AWAY FROM HEAT, SPARKS OR FLAMES. STORE
BETWEEN 40 DEGREES F AND 120 DEGREES F.
Other precaution: THIS PRODUCT DOES NOT CONTAIN ANY CHEMICAL
SUBJECT TO THE REPORTING REQUIREMENTS OF
SECTION 313 OF TITLE III OF THE SUPERFUND
AMENDMENTS AND REAUTHORIZATION ACT OF 1986 AND
40 CFR PART 372.

responsibility. It is offered solely for your consideration, investigation
and verification.

Environmental Services Unlimited, Inc.

15001 W. Angle Road

Fort Pierce FL 34945

Bid # 201100492-LL

Removal/maintenance of Exotic Species from wetlands/uplands/wetland Areas and Aquatic Vegetation

Bid opening 3:00pm on August 26, 2011

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Office of Management & Budget

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