COUNCIL ITEM 13f
DATE 6/25/12

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

Meeting Date: June 25, 2012

Public Hearing ____ Ordinance ____ Resolution ____ Motion X

Item: #20110053R- Drainage Swale Liner Maintenance – Sampson Tree Service Company $984,660.00

Recommended Action:

Approval to Award and enter into a Fixed Unit Price Contract, as per Ordinance #35.12, Local Preference with **Sampson Tree Service Company,** for the Drainage Swale Liner Maintenance throughout the City roadways. The fixed unit price is **$235.00 per linear mile** for a total amount of **$984,650.00,** plus a one-time Indemnification Fee of (ten) $10.00, for five (5) rotations per twelve (12) month period. This is a five (5) year contract with an option to renew for an additional five (5) year term. Approval of additional mileage to be added as needed as budget allows. This contract also allows for an annual fuel adjustment (10% of the contract is gasoline and 10% of the contract is diesel) and is figured on the contract anniversary date according to the CPIU-Energy Index, and may not exceed five (5%) total in any contract year. Contractor has indicated that they do have a Drug-Free Workplace Program in place.

Exhibits: Department memo attached [X] yes [ ] no
All Bid documents, Responses from Bidders, Bid Tabulation Reports and all related documents.

Explanation/Background Information:

This sealed bid originally went out on DemandStar on June 6, 2011 and was rejected by Council on February 27, 2012. The City reissued the bid on April 26, 2012 with the intent to enter into a fixed unit price contract for services to maintain the City Drainage Swale Liner. The bid package was issued on Demand Star to 188 suppliers. There were 13 plan holders and 4 supplemental suppliers. The bids were opened on May 30, 2012 at 10:30 am. The City received two (2) bids and is electing Sampson Tree Service Company who was not the low bidder, but did qualify for the Local Preference Ordinance #35.12, and agreed to meet the low bidders pricing. Staff recommends Sampson Tree Service Company who has met all requirements with a bid of **$984,650.00**. This is a potential cost savings to the City of **$215,350.00** per year.

Purchase is a replacement — Purchase was budgeted.
Department requests expenditure from the following:

Fund	401 104	Storm Water Utility Fund Road and Bridge Fund
Cost Center	4127	Greenbelt and Waterway Maintenance
Object Code	534105	Liner Maintenance
Project		

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

Department requests ____ minutes to make a presentation.

Submitted by: *Patricia Roebling*, Director of Public Works Date Submitted: *June 14, 2012*

RECEIVED
JUN 18 2012
City Manager's Office

Lisa Lawrence

From: Julian Aldarondo
Sent: Monday, June 18, 2012 10:41 AM
To: Lisa Lawrence
Cc: James Angstadt
Subject: RE: Drainage Swale Liner Contract
Attachments: AI 20110053-R Signed by P Roebling.pdf

Lisa,

Approved per Patricia Roebling, City Engineer.

If you have any questions or require additional information, please contact me.

Julian Aldarondo
Senior Systems Support Analyst
City of Port St. Lucie, Engineering Department
121 S.W. Port St. Lucie Blvd, Building B
Port St. Lucie, Florida 34984
(772) 871-5175

From: Lisa Lawrence
Sent: Thursday, June 14, 2012 12:38 PM
To: Patricia Roebling; Julian Aldarondo
Subject: Drainage Swale Liner Contract

Good afternoon Patricia –

Attached in the Agenda Item Request for the above referenced contract. Please review and forward your approval to me. I also need your recommendation letter. In order for me to get this on the June 25th Agenda I have to turn it in on Tuesday the 19th.

Thanks,

Lisa Marie Lawrence, Contract Specialist
Office of Management & Budget
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Building "A"- Suite #390
Port St. Lucie, Fl 34984
*(o) 772-871-5222 * (f) 772-871-7337*
llawrence@cityofpsl.com
"PROUD TO BE A PART OF TEAM PORT ST LUCIE"

CITY OF PORT ST. LUCIE

Public Works Department

Accredited Agency – American Public Works Association

"A City for All Ages"

MEMORANDUM

To: Cheryl Shanaberger – Deputy Director of OMB

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

From: John Dunton Manager, Environmental Services JEA

Date: June 15, 2012

Re: Drainage Swale Liner Maintenance – Bid #20110053R
Sampson Tree Service Company
Contract Recommendation

The Engineering Department currently manages a contract for the maintenance of swale liner and local intersections. The work is necessary to ensure that the roadside swale system throughout the city is maintained and kept free of blockages which would hinder the conveyance of drainage runoff. The contract requires the maintenance of approximately 840 miles of drainage swale liner on a rotating basis with a service rotation of 6 times per year as follows:

1. March thru May
2. May thru July
3. July thru September
4. September thru November
5. November thru January
6. January thru March

This contract was initiated in September 2008 and has reached the end of its contract term. As you are aware, staff recently advertised a replacement contract to provide this service for a five (5) year period with an option to renew for an additional five (5) years total. The advertisement also requested pricing for service rotations of 4, 5 and 6 times per year. Bids for this maintenance contract were received on May 30, 2012 with two (2) contractors submitting responsive proposals. Upon review of the bids submitted, the Engineering Department recommends that Sampson Tree Service Company be awarded the Drainage Swale Liner Maintenance contract with a bid of $984,650.00 based on a fixed unit price of $235.00 per mile with a service rotation of 5 times per year.

This recommendation includes the reduction of the level of service from six (6) rotations to five (5) rotations annually which will result in cost savings of approximately $215,000.00 but will not reduce the level of service during the rainy season. The rotations for the new contract are as follows:

1. March thru May
2. May thru July
3. July thru September

4. September thru November
5. November thru February

We hereby request that this item be scheduled for the next available City Council meeting for their review and consideration. This contract is funded by Acct. No. **104/401-4127-534105**. If you have any questions or require additional information, please do not hesitate to contact me.

c: Dave Pollard – Director of OMB
Jesus Merejo – Director Utility Systems
Patricia Roebling, P.E., City Engineer
Sue Walsh – Manager Operations
Lisa Lawrence – Contract Specialist

s:\maintenance\swale liner\12-06-15 omb swale line sampson reco.doc

CITY OF PORT SAINT LUCIE
CONTRACT #20110053R

This CONTRACT, executed this _____ day of _____, 2012, by and between the **CITY OF PORT ST. LUCIE**, a FLORIDA Municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and **SAMPSON TREE SERVICE COMPANY**, 2170 S.W. Conant Avenue, Port St. Lucie, Florida, 34953, a Florida Corporation, Telephone No. (772) 336-3456, Fax No. (772) 336-5763, 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: The Contractor is responsible to furnish all labor, materials, equipment, utilities and supervision necessary to comply with the specifications set forth herein.

NOTICES

Contractor:
Sampson Tree Services
Att: Rich Sampson
2170 S.W. Conant Avenue
Port St. Lucie, FL 34953
Telephone 772-336-3456
Email: rich@sampsontree.com

City Contract Administrator:
Office of Management & Budget
Att: Lisa Marie Lawrence
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772-871-7390 Fax 772-871-7337
Email: llawrence@cityofpsl.com

City Supervisor:
Public Works, Department
Att: John Dunton
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772-871-5092 Fax 772-398-2944
Email: jdunton@cityofpsl.com

SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications **#20110053R - Drainage Swale Liner Maintenance,** including all addenda, drawings, pages number 1 thru 29 are hereby incorporated by this reference.

Areas Involved -

- Designated areas maps can be found at the website below* and/or will be provided by the Contract Supervisor.

  *http://home.cityofpsl.com/GIS_Apps/Liner/PSLGIS_Liner.html Hover the mouse over a section of the city as shown and click on the PDF Document link to open.

Definitions -

- Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

  R.R.O.W.: Shall mean Road Right-of-Way.

  D.R.O.W.: Shall mean Drainage Right-of-Way.

Maintenance of Swale Liners -

- If the liner is under water, the Contractor will start at the outfall and work their way back to the beginning of the block, this will alleviate any blockage in the liner.

- The Contractor will edge the liner during each rotation.

- The Contractor will weed eat along the liner if necessary.

- The Contractor will shovel out and remove any and all debris i.e. sand, grass clippings, & debris from all the liner. At the end of each daily work shift, all accumulated material must be dumped at the city designated site unless prior approval by the contract administrator or his designee to temporarily leave along the city Right of way is authorized. If the city allows overnight storage of material, they are to be secured with DOT reflective cones. The site must be restored to equal or better condition, which may require replacement sod within **twenty-four (24) hours**. This decision will be at the contract administrator or their designee's discretion.

- The City will provide the site where debris shall be hauled to. The Contractor will provide cubic yard reports of debris removed at the beginning of the following work week.

- The Contractor will shovel dirt and debris out of all culverts and outfall pipes up to 3 feet and is required to shovel clean and edge concrete pads at culvert ends.

- The Contractor will peg any loose liner during each rotation. It will be the Contractor's responsibility to inform the Contract Supervisor approximately how many pegs the Contractor requires, the pegs will be provided by the City. All damaged liner is to be highlighted on map and reported to the contract supervisor or his designee the beginning of the following work week.

- The Contractor will repair all liner that is damaged or unsecured during each rotation, no exceptions. If swale liner is observed to be damaged as a result of an improved property, the contract supervisor or their designee will forward the violation to Code enforcement.

- The Contractor will not travel over any driveways during the course of the cleaning operation. Additionally, the City discourages driving equipment on the swale of improved properties when retrieving accumulated debris. If the swale area becomes disturbed the contractor will

immediately repair to the same or better which may include installing new sod at the contract administrator (or the designees) discretion. **Seeding will not apply as a restoration tactic.**

SECTION II
TIME OF PERFORMANCE

Contract period shall commence _____ and terminate _____ with one (1) renewal per **Section XVIII**. In the event all work required in the bid specifications has not been completed by the termination 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 based upon contractor's actual performance as directed by contract supervisor and verification of work completed, 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:

Type of Area	Est. # of miles	Rotations	Total miles cleaned	Fixed price per linear mile	Total Dollar amount per number of rotations
Drainage Swale	838	5 May, July, Sept, Nov, Feb to April	4,190	$235.00	$984,560.00

- The city has an estimated **838 linear miles** of drainage swale liner. The Contractor is aware that the City is installing additional swale liner within drainage road right of ways. The Contractor will be required to maintain additional linear mileage at the **fixed unit price of $235.00** as growth continues throughout the City.

- Maintenance of the Swale Liner will be at a continuous rotation of **five (5)** times per twelve (12) month period.

- The City reserves the right to decrease the level of service.

Invoices for services shall be submitted once a month, by the tenth (10^{th}) day of the month, and payments shall be made with 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. Partial and/or Final Release of Lien must be submitted with invoices for any/all subcontractor and/or supplier.

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

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

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, intentional or 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 agrees, on a primary basis and at its sole expense, 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 that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and the City shall not be obligated to provide any insurance coverage other than for the City or extend its sovereign 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, or 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 agrees to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000 each accident, $100,000 each disease/employee, $500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. 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 insurer's clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a Municipal Corporation, 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, a Florida Municipality, its officers, employees and agents for Contract #20110053R-LL.** The Certificate of Insurance and policy shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this 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.

Contractor will be required to carry and show proof of Product Liability insurance with limits of $1,000,000 per occurrence, $2,000,000 aggregate.

The Contractor agrees 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 agrees 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 is the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above and any additional insurance requirements needed to perform the scope of work as described herein.

All deductible amounts will 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."

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

The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Chapter 255.05, Law of Florida, in the amount of 100% of the contract price. 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. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect until one (1) year after work required has been completed and accepted by the Municipality.

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

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 Director of OMB 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 all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work done is to comply with all local, state and federal laws and regulations.

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. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

SECTION XI
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 XII
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 XIII
SAFETY PRECAUTIONS

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

- The Contractor will erect and maintain all necessary safeguards for the protection of the Contractor'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 Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor.

- **Any and all equipment that is temporarily parked along the Road Right of Way during the course of daily work must be secured with DOT certified safety cones.**

- **All equipment must have company identification while working for the city.** The City reserves the right to inspect all the equipment listed on their Bid Reply Sheet.

SECTION XIV
ASSIGNMENT

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

SECTION XV
TERMINATION

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

SECTION XVI
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 XVII
APPROPRIATION APPROVAL

The Contractor acknowledges that the City'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 XVIII
RENEWAL OPTION

In the event the Contractor offers in writing three (3) months, prior to the termination of this contract, to provide the identical services required in this contract in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, extend this contract at the agreed upon price for one (1) additional five (5) year term.

The City, on the Contract anniversary date, will consider annual adjustments independently only if the CPI-U Energy Index rises or declines ten (10%) or more in that twelve month (12) period. The City will not allow contract adjustments, up or down, to exceed five (5%) combined total in any one contract year.

For the purposes of these adjustments, **Gasoline is hereby considered to be (ten) 10% of the fixed unit price**, and the adjustment will be based the CPI-U – Consumer Price Index – All Urban Consumers - Energy Index/Gasoline.

and **Diesel is (ten) 10% of the fixed unit price,** and the adjustment will be based the CPI-U – Consumer Price Index – All Urban Consumers - Energy Index/Diesel.

SECTION XIX
ENTIRE CONTRACT

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

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the _____ day of _____, 2012.

CITY OF PORT ST. LUCIE, FLORIDA:

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Sampson Tree Company

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification: _____ Identification No.: _____
(type of identification)

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

WITNESS my hand and official seal, this _____ day of _____, 2012.

_____
Notary Signature

Notary Public-State of: _____ at Large.

My Commission Expires: _____. (*seal*)

Bid #20110053R-LL

Drainage Swale Liner
Maintenance

Opened: 5/30/2012
@10:30 am

Bidder	4 Rotations 3,352 miles	Total	5 Rotations 4,190 miles	Total	6 Rotations 5,028 miles	Total	Time to complete cycle	Additional Work	Fuel(gasoline) Costs	Diesel Costs	Bid Bond	Addendums	Insurance	3 References	Drug Free	Equipment list	3 Copies	Visa	% Discount
JSM Services	$ 250.00	$ 838,000.00	$ 235.00	$ 984,650.00	$ 225.00	$1,131,300.00	60 Days	$45.00 per hour	3.1%	3%	X	n/a	X	X	X	X	X	N	-
Sampson Tree Services	$ 240.63	$ 806,591.76	$ 240.63	$1,008,239.70	$ 240.63	$1,209,887.64	60 Days	$30.00/per hour	10%	10%	X	n/a	X	X	X	X	X	Y	-

Non Responsive bidder(s):

Statement of No Bid: J.D. Sunny Isle, Inc.

5% Local Preference Award

984,650.0 x
1.05 =
1,033,882.5 *
0.0

Low Bid + 5%

Lisa Lawrence

From: John Dunton
Sent: Monday, June 11, 2012 11:59 AM
To: Cheryl Shanaberger
Cc: Lisa Lawrence
Subject: swale liner

Staff reviewed the swale liner bids and is requesting to have OMB contact Sampson Tree service to see if they would entertain the local preference clause to provide the services 5 times annually.

John Dunton
City of Port St. Lucie
Engineering Department
Environmental Services Manager
jdunton@cityofpsl.com
Office 772 344-4035

TEAM
PORT ST. LUCIE

A GROUP OF PEOPLE DEDICATED
TO ONE THING:

MAKING THE WORLD A BETTER PLACE
STARTING WITH PORT ST. LUCIE

Lisa Lawrence

From: Richard Sampson [sampsonstree@yahoo.com]
Sent: Tuesday, June 12, 2012 10:42 AM
To: Lisa Lawrence
Subject: Re: Drainage Swale Liner

Hello, Sampson Tree Co, Agrees to the 5 Rotations at 984,650.00 .

From: Lisa Lawrence <LLawrence@cityofpsl.com>
To: 'Richard Sampson' <sampsonstree@yahoo.com>
Sent: Monday, June 11, 2012 12:35 PM
Subject: Drainage Swale Liner

Good afternoon Mr. Sampson –

With regards to the "Local Preference Ordinance" clause of the bid documents. Would Sampson Tree Service be able to provide the 5 rotations at the bid price of $984,650.00?

Please keep in mind this contract will be written for 5 rotations only at that amount. No work will be added to this contract. Any future work will have to go out to bid.

Please let me know as soon as possible. If you have any questions, please feel free to call me.

Lisa Marie Lawrence, Contract Specialist
Office of Management & Budget
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Building "A"- Suite #390
Port St. Lucie, Fl 34984
*(o) 772-871-5222 * (f) 772-871-7337*
llawrence@cityofpsl.com
"PROUD TO BE A PART OF TEAM PORT ST LUCIE"

The information transmitted is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material. If you receive this material/information in error, please contact the sender and delete or destroy the material/information.

Public Procurement Guiding Principles: Accountability, Ethics, Impartiality, Professionalism, Service & Transparency

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5222

871-7337 fax

REFERENCE CHECK FORM

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

Bid/RFP Number: **20110053R**

Title: **Drainage Swale Liner Maintenance**

Bidder/Respondent: Sampson Tree Service Co.

Reference: Signature Property Management Fax #: 772 336 5763
Email: rich@sampsontree.com Telephone #: 772 336 3456 x.125
Person to contact: Richard Sampson

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 after receipt to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.
large scale tree removal and trimming

Was the project completed on time and within budget? YES
What was the project completion date? 10/11
How many projects has this vendor completed for you within the past five (5) years? Multiple

What problems were encountered (claims)? None

How many change orders were requested by this Contractor? None

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

Professionalism	8	Final Product	10
Qualifications	10	Cooperation	10
Budget Control	9	Reliability	10

Would you contract with this Contractor again? Yes [X] No [ ] Maybe [ ]
Comments: Best provider in the marketplace.

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5222

REFERENCE CHECK FORM

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

Bid/RFP Number: 20110053R

Title: **Drainage Swale Liner Maintenance**

Bidder/Respondent: Sampson Tree Service Co.

Reference: _____ **Fax #:** 772 336 5763
Email: rich@samsontree.com **Telephone #:** 772 336 3456 x.125
Person to contact: Richard Sampson

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 after receipt to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.
trim all palms on property (800 appox.)

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

What problems were encountered (claims)? none

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	10	**Final Product**	10
Qualifications	10	**Cooperation**	10
Budget Control	10	**Reliability**	9

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

Thank you.

King Mountain Condo
1991 SW Palm City Rd
Stuart, Fl.

Tom Priez
Maint. Super

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Clerk Checked	

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121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
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REFERENCE CHECK FORM

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

Bid/RFP Number: 20110053R

Title: Drainage Swale Liner Maintenance

Bidder/Respondent: Sampson Tree Service Co.

Reference: **Fax #:** 772 336 5763
Email: rich@sampsontree.com **Telephone #:** 772 336 3456 X.125
Person to contact: Richard Sampson

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 after receipt to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.
TREE TRIMMING & REMOVAL SERVICES

Was the project completed on time and within budget? YES
What was the project completion date? ON-GOING, 1ST YR OF OUR CONTRACT
How many projects has this vendor completed for you within the past five (5) years? 10±

What problems were encountered (claims)? NONE

How many change orders were requested by this Contractor? NONE

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

Professionalism	10	Final Product	10
Qualifications	10	Cooperation	10
Budget Control	9	Reliability	10

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

Thank you.

CHECKLIST
Bid #20110053R
Drainage Swale Liner Maintenance

Name of Bidder: Sampson Tree Co

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

____ Bid Reply Sheet with proper signature and notarized. ~~✓~~ not needed per Lisa Lawrence

____ 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 with:
- Bidders Name and Address
- Bid Number: 20110053R-LL
- Bid Title: Drainage Swale Liner Maintenance
- **Bid Opening Date & Time: May 30, 2012 @ 10:30 am**

Lisa
+ Add
Liit and Ins-

____ Drug Free Workplace Form
____ Bid Bond
____ 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 5
____ Have reviewed the Contract and accept all City Terms and Conditions
____ One (1) original and three (3) copies of required documents **(NO RINGED BINDERS)**
____ List of five (5) References/Projects
____ List of Equipment

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

Bid Reply Sheet
Sealed Bid #20110053R
Drainage Swale Liner Maintenance

1. **COMPANY NAME:** Sampson Tree Service Co

DIVISION OF: —

PHYSICAL ADDRESS: 2170 SW Conant Avenue

MAILING ADDRESS: Same

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

TELEPHONE NUMBER: ( ) 772 336 3456 FAX NO: ( ) 772 336 5763

CONTACT PERSON: Richard Sampson E-MAIL: rich@sampsontree.com

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

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

Richard A Sampson
President

—
Vice President

—
Treasurer

How long in present business: 23 years how long at present location: 20 years

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

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

Addendum Number	Date Issued

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.

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 %

Fixed prices per mile:

Type of Area	Est. # of miles	Rotations	Total miles cleaned	Fixed price per mile	Total Dollar amount per number of rotations
Drainage Swale	838	4 Sept, Dec, Mar & June	3,352	240.63	806,591.76
Drainage Swale	838	5 May, July, Sept, Nov, Feb to April	4,190	240.63	1,008,239.70
Drainage Swale	838	6 Jan, Mar, May, July, Sept, Nov, or bi-monthly	5,028	240.63	1,209,887.64

Award is to be based on the Total dollar amount

Estimated time to complete one cycle of drainage swale maintenance 60 days
What percentage of your pricing is fuel costs: gasoline 10% diesel 10%

5.3 Time charges for work performed beyond contract requirements @ per hour $ 30.00 per man HOUR
(includes, labor, vehicle, hand tools and equipment)

Bidders are cautioned that the anticipated miles 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 total shall be entered in the "Total" column for each separate item

5.4 Bidder proposes to use a subcontractor for Items listed above: Yes __ No ✓

_____

_____

_____

(Include business name, contact person, telephone number)

5.5 Bidders List of all equipment expected to utilize in execution of work, as required in Section 2.11 of the specifications:

Manufacturer See list Part No.

_____

_____

_____

_____

5.6 Bidders are required to list three (3) current or past projects that are similar in size and scope, as required in Section 2.12 of the specifications:

Company Name	Contact Name	Telephone Number
Mel Bush Construction	Steve Bush	772 336 0623
Nature's Keeper	Stewart Feketa	772 467-1230

6. **INSURANCE CERTIFICATES** - 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.

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

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

9. **CERTIFICATION**

I, (print) Richard A. Sampson am 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.

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

Signature	Title
	President

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

(seal)

(Balance of page left intentionally blank)

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5222

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Reference Checked	
Clerk Checked	

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

Bid/RFP Number: **20110053R**

Title: **Drainage Swale Liner Maintenance**

Bidder/Respondent: Sampson Tree Service Co.

Reference: Austin Outdoor Services Fax #: 772-344-0046
Email: _____ Telephone #: 772-344-2300
Person to contact: Eric

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 after receipt to 772-871-7337.

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

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Thank you.

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5222

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Reference Checked	
Clerk Checked	

REFERENCE CHECK FORM

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

Bid/RFP Number: **20110053R**

Title: **Drainage Swale Liner Maintenance**

Bidder/Respondent: Sampson Tree Service Co.

Reference: St Lucie County Finance Dept. Fax #: 772-462-2363
Email: _____ Telephone #: 772-462-1819
Person to contact: Don

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 after receipt to 772-871-7337.

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

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Thank you.

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Reference Checked	
Clerk Checked	

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121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5222

REFERENCE CHECK FORM

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

Bid/RFP Number: **20110053R**

Title: **Drainage Swale Liner Maintenance**

Bidder/Respondent: Sampson Tree Service Co.

Reference: Monterey Yacht + Country Club Fax #: 772-283-1415
Email: _____ Telephone #: 772-283-7600
Person to contact: Tommy Priez

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 after receipt to 772-871-7337.

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

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5222

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

Bid/RFP Number: **20110053R**

Title: **Drainage Swale Liner Maintenance**

Bidder/Respondent: Sampson Tree Service Co.

Reference: Pier Point Condo Assoc. Fax #: 772-287-3098
Email: _____ Telephone #: 772-287-0646
Person to contact: Earl Cummings

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 after receipt to 772-871-7337.

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

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5222

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

Bid/RFP Number: **20110053R**

Title: **Drainage Swale Liner Maintenance**

Bidder/Respondent: Sampson Tree Service Co.

Reference: Signature Property Management Fax #: 772-219-4746
Email: Cwadsy@comcast.NET Telephone #: 772-219-4474
Person to contact: Chris Wadsworth

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 after receipt to 772-871-7337.

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

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Thank you.

Sampson Tree Service Co.
2170 SW Conant Avenue
Port St. Lucie, FL 34953
Office 772-336-3456

Equipment List

5	Custom trucks drive on rear
8	2010 John Deere Gators with dump bed & flashing lights
20	Straight shaft Stihl edgers
20	Stihl high-power weed eaters
10	Stihl high-power blowers
	Misc. shovels, rakes, etc.
2009	Chevy truck with air compressor and tools
2004	Sterling 30-yd grapple truck for mud pickup

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

CITY OF PORT SAINT LUCIE
CONTRACT FORM

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor, address,* Telephone No. (·) ___ Fax No. (·) ____, hereinafter called "Contractor", party of the second part.

RECITALS

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

(Scope of Work Here)

CONTRACT SUPERVISOR

As used herein the Contract supervisor shall mean John Dunton, at (772) 344-4035, 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 **#20110053R Drainage Swale Liner Maintenance,** including drawings, pages number 1 thru 29 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 termination 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 based upon contractor's actual performance as directed by contract supervisor and verification of work completed, 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:

Fixed prices per mile:

Type of Area	Est. # of miles	Rotations	Total miles cleaned	Fixed price per mile	Total Dollar amount per number of rotations
Drainage Swale	838	4 Sept, Dec, Mar & June	3,352	240.63	806,591.76
Drainage Swale	838	5 May, July, Sept, Nov, Feb to April	4,190	240.63	1,008,239.70
Drainage Swale	838	6 Jan, Mar, May, July, Sept, Nov, or bi-monthly	5,028	240.63	1,209,887.64

Time charges for work performed beyond contract requirements @ per hour $ 30.00 per man hour
(Includes labor, vehicle, hand tools and equipment).

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

Payments shall be made within thirty (30) days of receipt of Contractor's invoice, 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 accompanied by adequate supporting documentation and approved by Contract Supervisor.

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

All invoices and correspondence relative to this Contract must contain the 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

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, intentional or 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 agrees, on a primary basis and at its sole expense, 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 that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and the City shall not be obligated to provide any insurance coverage other than for the City or extend its sovereign 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, or 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 agrees to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000 each accident, $100,000 each disease/employee, $500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. 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 insurer's clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a Municipal Corporation, 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, a Florida Municipal Corporation, its officers, employees and agents for Contract #20110053R-LL.** The Certificate of Insurance and policy shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this 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.

Contractor will be required to carry and show proof of Product Liability insurance with limits of $1,000,000 per occurrence, $2,000,000 aggregate.

The Contractor agrees 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 agrees 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 is the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above and any additional insurance requirements needed to perform the scope of work as described herein.

All deductible amounts will 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."

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

SAMPS-1 OP ID: RHL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/11

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 ISU Lawrence Insurance Agency PO Box 549 Okeechobee, FL 34973 Heath Lawrence	863-467-0600 863-467-5142	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Sampson Tree Service Company 2170 SW Conant Ave Port St Lucie, FL 34953		INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : St Paul Fire & Marine INSURER B : Travelers Insurance Company 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	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	X	GL08101947	11/10/11	11/10/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			BA7173L871	11/10/11	11/10/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY 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)

City of Port Saint Lucie is included as an additional insured with respect to General Liability. Waiver of subrogation in favor of City of Port Saint Lucie.

CERTIFICATE HOLDER

CTYPTSL

City of Port Saint Lucie
121 SW Port St Lucie Blvd
Pt St 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

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PERSONS OR ORGANIZATIONS FOR YOUR WORK AS REQUIRED BY WRITTEN CONTRACT ENDORSEMENT - ADDITIONAL PROTECTED PERSONS

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

There are two changes, which are described below.

1. The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

Persons or organizations for your work as required by written contract.

Any person or organization that:

- is not otherwise a protected person under this agreement; and
- you agree in a written contract for insurance to add as an additional protected person under this agreement for your work;

is a protected person. But only for covered injury or damage that results from your work for that person or organization.

However, such person or organization is a protected person only for the lesser of:

- the limits of coverage required by that written contract for insurance; or
- the limits of coverage available under this agreement.

But no such person or organization is a protected person for injury or damage that results from:

- that person's or organization's sole negligence; or
- the performance of, or failure to perform, architect, engineer, or surveyor professional services, if that person or organization is an architect, engineer, or surveyor.

Written contract for insurance means that part of any written contract or agreement in which you agree to add a person or organization as an additional protected person under this agreement that:

- was made before; and
- is in effect when;

the bodily injury or property damage happens, or the personal injury offense or advertising injury offense is committed.

Additional protected person may also be called an additional insured in the written contract for insurance.

We explain the terms:

- your work in the Products and completed work total limit section; and
- architect, engineer or surveyor professional services in the Contract liability exclusion.

2. The following is added to the Primary or excess other insurance section. This change broadens coverage for certain additional protected persons.

If you specifically agree in a written contract that this insurance must be primary to and non-contributory with other insurance issued directly to a person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement for your work, we'll apply this agreement as primary insurance for, and we won't share with other insurance, any damages incurred by that additional protected person for:

- covered bodily injury or property damage that happens after that written contract was made; or
- covered personal injury or advertising injury that's caused by an offense committed after that written contract was made.

Other Terms

All other terms of your policy remain the same.

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However, if you're an individual named insured and you die:

- your legal representatives will have your rights and duties under your policy, but only while acting within the scope of their duties as your legal representatives; and
- until such legal representatives are appointed, any person or organization that properly has temporary custody of your property will have your rights and duties concerning that property under your policy.

Lawsuits Against Us

No person or organization can sue us to recover under your policy unless all of your policy's terms have been fully complied with.

If your policy provides property or other first-party protection. Any suit to recover on a loss under any property or other first-party protection provided by your policy must begin within two years after the date on which the direct physical loss or damage occurred to the property that's required to sustain such loss or damage for the loss to be covered under that protection.

If your policy provides liability protection. No person or organization can sue us to recover on a loss under any liability protection provided by your policy until the amount of the liability of a person or organization protected for that loss under your policy has been finally decided either by a judgment or by a written agreement signed by:

- us;
- the person or organization protected under your policy; and
- the person or organization making a claim or bringing a suit for the loss.

Once liability has been so determined, that person or organization making the claim or bringing the suit may be able to recover under your policy, up to the limit of coverage that applies. But such person or organization can't sue us directly or join us in a suit against that person or organization protected under your policy until liability has been so determined.

Recovering Damages From A Third Party

You or other persons or organizations protected under your policy may also be able to recover from others all or part of any loss for which we make a payment.

Any such right of recovery, and the proceeds of any settlement or judgment that may result from the exercise of that right, belongs to us.

For that reason, you and all other persons and organizations that:

- are protected under your policy; and
- are, or may be, involved in a loss for which we make, or may make, a payment;

must do all that's possible after the loss to:

- preserve for us any such right of recovery or any such proceeds; and
- cooperate with us in any attempt to exercise any such right of recovery.

However, before any loss, you or any other person or organization protected under your policy may waive its right of recovery for the loss without our consent.

If we exercise our right of recovery under your policy and we recover more than we've paid, the excess amount will belong to the person or organization protected under your policy that had the loss. But we'll first deduct our recovery expenses from any such amount recovered by us.

Appraisal Of A Covered Loss Amount In Dispute Under Property Or Other First-Party Protection

If your policy provides property or other first-party protection and you and we can't agree on the amount of a loss covered under that protection, the following procedure will be used to settle the dispute:

1. Either you or we will make a written demand for an appraisal of the covered loss amount in dispute.
2. Within 30 days of the demand, you and we will each select a competent and impartial appraiser and notify the other of the selection.
3. The appraisers will select a competent and impartial umpire. If they can't agree on an umpire, either of them may request that the selection be made by a judge of a court having jurisdiction.
4. The appraisers will each state separately their appraisal of the covered loss amount in dispute. If they can't agree on that amount, they'll submit their

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CERTIFICATE OF LIABILITY INSURANCE

Date: 5/17/2012

Producer: Lion Insurance Company
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
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 LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY				Each Occurrence	$
		☐ Commercial General Liability				Damage to rented premises (EA occurrence)	$
		☐ ☐ Claims Made ☐ Occur				Med Exp	$
						Personal Adv Injury	$
		General aggregate limit applies per:				General Aggregate	$
		☐ Policy ☐ Project ☐ LOC				Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY				Combined Single Limit (EA Accident)	$
		☐ Any Auto				Bodily Injury (Per Person)	$
		☐ All Owned Autos				Bodily Injury (Per Accident)	$
		☐ Scheduled Autos				Property Damage (Per Accident)	$
		☐ Hired Autos					
		☐ Non-Owned Autos					
		EXCESS/UMBRELLA LIABILITY				Each Occurrence	
		☐ Occur ☐ Claims Made				Aggregate	
		☐ Deductible					
A		**Workers Compensation and Employers' Liability**	WC 71949	01/01/2012	01/01/2013	X WC Statutory Limits ☐ OTHER	
		Any proprietor/partner/executive officer/member excluded? **NO**				E.L. Each Accident	$1,000,000
		If Yes, describe under special provisions below.				E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other	**Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 31-80-029

Coverage only applies to active employee(s) of South East Employee Leasing Services, Inc. that are leased to the following "Client Company":

Sampson Tree Service Co.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in Florida.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name:

FAX:772-336-5763 / ISSUE 05-17-12 (SS)

Begin Date: 7/28/2008

CERTIFICATE HOLDER	CANCELLATION
CITY OF PORT ST. LUCIE 121 S.W. PORT ST. LUCIE BLVD PORT ST. LUCIE, FL 34984	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.

PERFORMANCE AND PAYMENT BONDS

The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Chapter 255.05, Law of Florida, in the amount of 100% of the contract price. 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. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect until one (1) year after work required has been completed and accepted by the Municipality.

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

SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION VII
WORK CHANGES

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

SECTION VIII
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work done is to comply with all local, state and federal laws and regulations.

SECTION IX
CLEANING UP

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

SECTION X
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms

of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

SECTION XIV
LICENSING

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

SECTION XV
SAFETY PRECAUTIONS

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

SECTION XVI
ASSIGNMENT

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

SECTION XVII
TERMINATION

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 XVIII
LAW AND VENUE

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

SECTION XIX
APPROPRIATION APPROVAL

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

SECTION XXI
RENEWAL OPTION

In the event the Contractor offers in writing three (3) months, prior to the termination of this contract, to provide the identical services required in this contract in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, extend this contract at the agreed upon price for an additional five (5) year term.

The City will consider fuel and labor adjustments independently. For the purposes of these adjustments, Gasoline is hereby considered to be ___% of the unit price and Diesel is ___% of the unit price. The City will consider annual fuel adjustments, only if fuel prices rise or decline 10% or more in that six (6) month period, based on the CPI-U – Consumer Price Index – All Urban Consumers – Energy Index. The City will consider annual labor adjustments base according to the Florida Research and Economic Information Database (FREID) for the previous twelve (12) months. For this adjustment, ___% of the unit price is considered Labor. The City will not allow contract adjustments, up or down, to exceed 5% in any one contract year. These increases will be effective on the contract anniversary date.

(Balance of page left intentionally blank)

SECTION XXII
ENTIRE CONTRACT

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

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

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
City Manager

ATTEST

By: _____
City Clerk

By: _____
Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

WITNESS my hand and official seal, this _____ day of _____, 2012.

_____
Notary Signature

Notary Public-State of: _____ at Large.

My Commission Expires: _____ *(seal)*

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Sampson Tree Service Co. 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

5-23-2012
Date

Sampson Tree Service is a Drug-Free Workplace

DRUG AND ALCOHOL POLICY

We require all employees as a condition of initial and continued employment to report to work and to perform their duties without the presence of any alcohol or drugs in their systems. We also will not tolerate employees using, possessing, manufacturing, selling, distributing, or making arrangements to distribute or purchase drugs while at work, during working hours, in or on company property. Further, we prohibit outside conduct, which is illegal, which affects your work, our relationship with the government, our customers, or reflects poorly on the company. Although the use of medication is not prohibited, you should advise your supervisor or manager when you are legitimately taking such medications.

To enforce this policy, we reserve the right to require all employees to submit at any time to testing to detect the presence of alcohol or drugs in their systems. All employees may be tested at any time without advance notice, including but not limited to, when being considered for a promotion or transfer, immediately following job related accidents, and where the company suspects than an employee may have violated our drug and alcohol policy.

We reserve the right to search desks, cabinets, vehicles, (including personal vehicles) bags, or any other property at the company or company vehicles.

Testing for the presence of drugs and alcohol will be performed by an approved laboratory after obtaining urine specimens for drug tests and blood samples for an alcohol test. All positive specimens from the initial screening are then tested a second time using a different technique and chemical principle from the initial test to insure reliability and accuracy. All test results are reported to the Medical Review Officer for verification prior to being transmitted to the employee and/or employer.

Any violation of this policy, such as testing positive, refusing to submit to testing, refusing to allow a search or otherwise failing to cooperate in any investigation, or failing to execute any paperwork or consent forms necessary for examinations or tests may result in discipline, including immediate termination. If you have any questions concerning this policy, please direct them to your drug free workplace supervisor.

STATEMENT OF NO BID

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

Bid: #20110053R

Bid Title: Drainage Swale Liner Maintenance

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: _____

Subject: Accreditation for Sampson Tree Co.

From: Bob Rouse (RRouse@tcia.org)

To: rogersampsontree@ymail.com;

Cc: treeauditor@gmail.com; KRitchotte@tcia.org; WJackson@TCIA.org;

Date: Friday, May 25, 2012 4:00 PM

Roger:

Congratulations!

Sampson Tree Co. is Accredited by TCIA.

We are proud of your hard work to become accredited and be recognized among the highest levels of professionals in our industry.

Please review the attached report and let us know if you have any questions.

Katherine Ritchotte will be in contact with a press release and web profile for you to review and approve. Upon receipt of your approval, we will send the press release to your local media.

Katherine will also send you an accreditation marketing kit, complete with a marketing CD.

If you have not filled out your post re-Accreditation site visit survey, please take a moment to do so and send it in. Your response is vital to maintain and improve the Accreditation process.

We also have an Accreditation municipal and commercial outreach program. Please review the attached brochure and cover letter. Please consider sending this to your local contacts to let them know why they should include Accreditation in their bid specs. You may also send your contact information to TCIA. We, as a third party resource, will send a hard copy and/or electronic copy to your contact, along with your press release to let them know about your Accredited status. TCIA is also available to help contracting agents and governmental authorities in the drafting of regulations, ordinances and bid/work specifications.

Thank you, and once again, on behalf of TCIA, Congratulations!

Bob Rouse, MS

Chief Program Officer
Tree Care Industry Association, *The Voice of Tree Care*
P: 603-314-5380 ext. 117 • C: 603-203-4962 • F: 603-314-5386

136 Harvey Rd., Suite 101 Londonderry, NH 03053

www.tcia.org

www.treecaretips.org

CITY OF PORT ST. LUCIE

Sealed Bid #20110053R
Drainage Swale Liner Maintenance

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 **#20110053R** for **Drainage Swale Liner Maintenance** will be received by the Office of Management and Budget (OMB) of the City of Port St. Lucie (City), Florida no later than **10:30 a.m. on May 30, 2012.** Specifications are included.

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

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 responsibility of the bidder to ensure that his or her bid reaches OMB 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 reserves the right to reject any and all bids, to waive any and all informalities or irregularities, and to accept or reject all or any part of any bid as it may deem to be in the best interest of the citizens of the City.

Each bidder must deposit with his bid, a bid bond, or bid guaranty, in the amount of five percent (5%) of the bid total, made payable to the "City of Port St. Lucie". See Section 4.1 for acceptable bid bonds. **NO personal or business checks accepted.**

Lisa Marie Lawrence
Contract Specialist
Office of Management & Budget

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 bid opening date.

SPECIFICATIONS
BID #20110053R
Drainage Swale Liner Maintenance

OVERVIEW

The City desires to obtain quotations from qualified individuals, firms, and legal entities to enter into a fixed price contract relative to supplying mowing services for City swale liners and intersection maintenance. Contract period shall be for an initial five (5) year period with an option to renew for one (1) additional five (5) year period, contingent upon satisfactory service and mutual agreement of the parties.

INTENT

☑ The Selected Bidder will be responsible to furnish all labor, materials, equipment, utilities and supervision necessary to comply with the specifications set forth herein.

☑ The city has **838 miles** of drainage swale liner. The bidder should be aware that the City is installing additional swale liner within road right of ways. The bidder will be required to maintain additional mowing as growth continues throughout the City.

☑ Maintenance of the Swale Liner at continuous rotation could be **4, 5 or 6** times per year.

☑ The City reserves the right to modify the level of service due to environmental conditions funding availability and/or the demands from the public.

☑ **Areas Involved** - Designated areas maps can be found at the website below* and any area requested by City Contract Supervisor. The City contract administrator shall exercise discretion as to the amount and number of mowings for all property including the swale liner rotations. Mowing maintenance may vary.

*http://home.cityofpsl.com/GIS-Apps/Liner/PSLGIS_Liner.html Hover the mouse over a section of the city as shown below and click on the PDF Document link to open.

☑ **Definitions** - Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

R.R.O.W.: Shall mean Road Right-of-Way.

D.R.O.W.: Shall mean Drainage Right-of-Way.

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 Selected 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) are firm and not subject to escalation, for the ninety (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. References from five (5) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the Bid Reply Sheet. References are subject to verification by the City and will be utilized as part of the award process. *If requested,* 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.

1.6 Award of Contract - The City shall take and measure 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.

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/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. 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 OMB (located on the 3rd Floor, Suite 390, of Building "A") on or before the bid opening 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 by the tenth (10^{th}) day 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 Selected Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's policy of Net Thirty (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 Thirty (30) ARI.

1.12 Execution of Contract or Purchase Order - Selected 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 Selected Bidder will be required to accept the terms and conditions of the City's Contract as provided in this proposal. 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 Selected 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 Selected 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 ninety (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 City's Public Relations Image - Selected 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 Selected Bidder involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

1.18 Patent Fees, Royalties, and Licenses - If the Selected Bidder requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Selected 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. Selected 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.

1.19 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 is 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.

1.20 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 and other public agencies. Vendor may agree to allow other public agencies 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 Selected Bidder.

1.21 Permits - The Selected 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 with the requirements of said legislation.

1.21.1 The Selected Bidder will be required to file a **W9 Taxpayer Identification Form** with the City. This form must be submitted and received by the City's Finance Department before payment can be authorized. attached

1.22 Familiarity with Laws - The Selected 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.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Sampson Tree Service Co.

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
2170 SW Conant Avenue

Requester's name and address (optional)

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

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ - ___ - ____

Employer identification number
65 - 1019237

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 5/23/2012

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

1.23 Damage to Property - The Selected 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 Selected Bidder, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by Selected Bidder, and at Selected Bidders expense. The Selected Bidder's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

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

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

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

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

2. SPECIAL REQUIREMENTS

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

2.2 Safety Precautions - The Selected Bidder shall erect and maintain all necessary safeguards for the protection of the Selected 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 Selected Bidder's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Selected Bidder. **Any and all equipment that is temporarily parked along the Road Right of Way during the course of daily work must be secured with DOT certified safety cones.**

2.3 Discrepancies - If, in the course of performing work resulting from an award under this specification, the Selected Bidder finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Selected Bidder shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The Selected 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.

2.4 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 Selected Bidder. The Selected 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 Selected Bidder.

2.5 Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Selected 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, Selected 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 Selected Bidder.

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

2.7 Deficiencies - If at any time before the commencement, or during the progress of the work, the personnel, equipment or supervision of the Selected Bidder appear to the Contract Supervisor, or his designee, to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Contract Supervisor, or his designee, may order the Selected Bidder to correct such deficiencies and the Selected Bidder will be required to take appropriate action to rectify said deficiencies in a punctual manner and report within twenty-four (24) hours to the Contract Supervisor, or his designee. Failure of the Contract Supervisor, or his designee, to require such correction shall not relieve the Selected Bidder of his obligation to provide the quality and quantity of work required within the time required in these specifications.

2.8 Additions or Deletions - The Selected Bidder is required to adhere the monthly schedule of planned work prepared by the Contract Supervisor. The Contract Supervisor, or his designee, shall have the authority to make revisions in the schedule as necessary to meet the City's specifications. The Selected Bidder must comply with any revisions required by the Contract Supervisor, or his designee, in a punctual manner.

2.9 Dress Code - The Selected Bidder's personnel must at all times be appropriately attired. Employees engaged in the prosecution of work shall wear uniforms similar to the uniforms currently worn by the Public Works Division's crews. The Selected Bidder's personnel must be required to wear safety shoes, shirt and/or vest at all times during work hours. Swimsuits, sandals and sneakers and other clothing considered to be recreational shall not be acceptable.

2.10 Specific Communications Required - The Selected Bidder must provide (at locations where work is being performed by the Selected Bidder or their Subcontractor(s)), a supervisor who shall be responsible to accept and execute such instructions as are conveyed by the Contract Supervisor, or his designee. Cellular phone is to be required. Instructions thus conveyed verbally or in writing shall be binding upon the Selected Bidder.

2.11 Equipment - Bidders are required to list all equipment and/or the source of the equipment proposed to be utilized in fulfilling this specification on page 2 of their Bid Reply Sheet. The City reserves the right to determine if the equipment proposed or the source from where the equipment proposed is adequate. **All equipment must have company identification while working for the city.**

2.11.1 Bidders are advised that prior to making an award, the City reserves the right to inspect all the equipment listed on their Bid Reply Sheet.

2.12 References - Bidders are required to list three (3) current or past projects that are similar in size and scope on their Bid Reply Sheet. Bidders shall submit these by Contact Name, Company Name and Telephone Number. Any Bidder not submitting this list shall be deemed non-responsive and their submittal shall be rejected.

3. SPECIFIC REQUIREMENTS

3.1 Pre-Bid Conference - Not Applicable. Any questions from bidders are to be submitted in writing to Lisa Marie Lawrence in OMB.

3.2 Contract - Selected Bidder will execute a contract for a five (5) year service period with an option of an additional five (5) year renewal contingent upon satisfactory service and mutual agreement of the parties. The contract shall indicate the specific services to be provided pursuant to the Selected Bidders Bid Reply Sheet and City's approval of services chosen for said contract per these Specifications. In the event that all work required by this Bid has not been completed by the end of the specified Contract period, the Selected Bidder agrees to finish or discontinue the unfinished portion of the work, as authorized by the Contract Supervisor, and to require payment for only authorized work. Bidders shall be aware that this contract is subject to approval by City Council of budget appropriation for the contract period beyond September 30th of this year. The Selected Bidder agrees that, in the event such appropriation is not forthcoming, any contract entered into between the Selected Bidder(s) and the City may be terminated by the City and that no charges, penalties or other costs shall be assessed.

3.3 Written Notices - All written notices required by these specifications will be deemed to have been duly delivered to the City when given to the Contract Supervisor, or his designee, or, to the Selected Bidder when given to an officer of the Selected Bidders firm, or to an on-site Supervisor of the Selected Bidder, or to the Selected Bidder's Subcontractor's Supervisor.

3.4 City Property - Bidder shall be responsible to insure that all equipment and supplies of the Selected Bidder and their Subcontractor(s) shall not be stored on City property without prior written approval of the Contract Supervisor. The Selected Bidder shall also be responsible to insure that all equipment and supplies of the Selected Bidder and their Subcontractor(s) shall not be stored on private property.

3.5 Adverse Weather - Any adverse weather conditions, obstructions, or other conditions which delay the Selected Bidder in the performance of a contract resulting from these specifications, to such extent that completion of required activities cannot be accomplished within the specified time, shall be punctually reported by the Selected Bidder to the Contract Supervisor in writing. Failure by the Selected Bidder to render punctual written notice of said problems constitutes default, as time is of the essence.

3.6 Inspections - The Contract Supervisor, or his designee, shall have the authority to require that work be stopped to allow inspections as he deems appropriate.

3.7 Omissions - The Selected Bidder shall be responsible to the City for all acts and omissions of, their employees, Subcontractor(s), and, Manufacturers whose products are utilized in the performance of the work.

3.8 Intent to Perform - The Selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as relates to the time of performance. Submittal of a quotation shall be prima facie evidence of the Selected Bidders intent to comply with this specification.

3.9 Interpretation of the Approximate Quantities - The Selected Bidder understands 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 Selected Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other conditions pertaining thereto.

3.10 Detailed specifications

3.10.1 The Selected Bidder shall perform work in accordance with the Monthly Schedule issued by the Contract Supervisor, or his designee.

3.10.2 The Selected Bidder shall deliver daily VIA email, facsimile, or in person, a detailed work schedule to identify the specific work in progress to the Contract Supervisor or his designee.

3.10.3 Hours of Service - Work shall be performed by the Selected Bidder between (seven) 7:00am and dusk, Monday thru Friday. Work shall not be performed on Saturday or Sundays unless specifically authorized in writing by the Contract Supervisor. The bidder will not be allowed to work during any City recognized holiday without prior written notice.

3.11 Maintenance of Swale Liners

3.11.1 If the liner is under water, Selected Bidder shall start at the outfall and work their way back to the beginning of the block, this will alleviate any blockage in the liner.

3.11.2 Selected Bidder shall edge the liner during each rotation.

3.11.3 Selected Bidder shall weed eat along the liner if necessary.

3.11.4 Selected Bidder shall shovel out and remove any and all debris i.e. sand, grass clippings, & debris from all the liner. At the end of each daily work shift, all accumulated material must be dumped at the city designated site unless prior approval by the contract administrator or his designee to temporarily leave along the city Right of way is authorized. If the city allows overnight storage of material, they are to be secured with DOT reflective cones. The site must be restored to equal or better condition, which may

require replacement sod within **twenty-four (24) hours**. This decision will be at the contract administrator or their designee's discretion.

3.11.5 The City will provide the site where debris shall be hauled to. The Selected Bidder will be required to provide cubic yard reports of debris removed at the beginning of the following work week.

3.11.6 Selected Bidder shall be required to shovel dirt and debris out of all culverts and outfall pipes up to 3 feet, bidder shall also be required to shovel clean and edge concrete pads at culvert ends.

3.11.7 Selected Bidder shall also be required to re-peg any loose liner during each rotation. It will be the bidder's responsibility to inform the Contract Supervisor approximately how many pegs the bidder's requires, the pegs will be provided by the City. All damaged liner is to be highlighted on map and reported to the contract supervisor or his designee the beginning of the following work week. The Selected Bidder will be required to repair all liner that is damaged or unsecured during each rotation, no exceptions. If swale liner is observed to be damaged as a result of an improved property, the contract supervisor or their designee will forward the violation to Code enforcement.

3.11.8 The Selected Bidder contractor shall not travel over any driveways during the course of the cleaning operation. Additionally, the City discourages driving equipment onto the swale of improved properties when retrieving accumulated debris. If the swale area becomes disturbed the contractor will immediately repair to the same or better which may include installing new sod at the contract administrator (or the designees) discretion. Seeding will not apply as a restoration tactic.

4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 Proposal Guaranty - A Bid Bond, certified check, cashiers check, bank money order, bank draft of any national or state bank, or cash, in a sum of not less than five percent (5%) of the amount of the bid, made payable to the "City of Port St. Lucie", **(NO personal or company check will be accepted)** shall accompany each proposal as a guarantee that the Selected 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. The Payment and Performance Bonds will be subject to the provisions and limitations of Section 255.05 of the Florida Statutes.

4.2 Return of Proposal Guaranty - After the bid prices have been compared, 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, and all required Performance and Payment Bonds provided, after which they 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 Selected Bidder shall execute the Contract, deliver the required Insurance Certificates and policies, and

other documentation, and furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Chapter 255.05, Florida Statues, in the amount of 100% of the Contract price. 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. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect until one (1) year after work required has been completed and accepted by the City.

4.4 Failure to Execute - The failure on the part of the Selected Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award. 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 Municipality, 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 Municipality 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 - Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder shall maintain insurance coverage reflecting the minimum amounts and conditions required by the City as follows. **Insurance requirements are defined in the Contract of this bid package.**

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

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

6. ADDITIONAL INFORMATION

6.1 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Contract Supervisor 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**. 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 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.

(Balance of page left intentionally blank)

Bond No.: N/A

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Sampson Tree Service Co.
2170 SW Conant Avenue
Port St. Lucie, FL 34953

as Principal, hereinafter called the Principal, and
Developers Surety and Indemnity Company
100 2nd Ave. South, Suite 704 South Tower, St. Petersburg, FL 33701

a corporation duly organized under the laws of the State of **Iowa**
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

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

WHEREAS the Principal has submitted a bid for
Bid #20110053R, Drainage Swale Liner Maintenance

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

Signed and sealed this 30th day of May, 2012

(Seal)

Sampson Tree Service Co.

Lisa K. Pippio
(Witness)

(Seal)

Developers Surety and Indemnity Company

Amanda Scott
(Witness)

David B. Shick, Attorney-In-Fact and Florida Licensed Resident Agent

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

David B. Shick

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this January 1st, 2008.

By: _____
Daniel Young, Vice-President

By: _____
Stephen T. Pate, Senior Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

State of California
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public
Date — Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JENNY TT NGUYEN COMM. # 1791640 NOTARY PUBLIC CALIFORNIA ORANGE COUNTY My comm. expires Feb. 19, 2012

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Jenny TT Nguyen, Notary Public

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 30th day of May, 2012

By: _____
Gregg Okura, Assistant Secretary

ID-1438(Rev.11/09)

Sampson Tree Service
2170 SW Conant Avenue
Port St. Lucie, FL 34953
Bid: 20110053R-LL
Drainage Swale Liner Maintenance
Opening date/time: May 30, 2012 10:30am

30 MAY AM 9:58 13S
RECEIVED

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

✓

ORIGINAL

CHECKLIST
Bid #20110053R
Drainage Swale Liner Maintenance

Name of Bidder: JSM Services 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 and notarized.

✓ 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 with:
- ☑ Bidders Name and Address
- ☑ Bid Number: 20110053R-LL
- ☑ Bid Title: Drainage Swale Liner Maintenance
- ☑ **Bid Opening Date & Time: May 30, 2012 @ 10:30 am**

✓ Drug Free Workplace Form
✓ Bid Bond
✓ 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 5
✓ Have reviewed the Contract and accept all City Terms and Conditions
One (1) original and three (3) copies of required documents **(NO RINGED BINDERS)**
✓ List of five (5) References/Projects
✓ List of Equipment

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

Bid Reply Sheet
Sealed Bid #20110053R
Drainage Swale Liner Maintenance

1. **COMPANY NAME**: JSM Services Inc.

DIVISION OF: _____

PHYSICAL ADDRESS: 414 Lk mill site Rd.

MAILING ADDRESS: Same

CITY, STATE, ZIP CODE: Bartow, Fl. 33830

TELEPHONE NUMBER: (863) 533-6850 FAX NO. (863) 533 6852

CONTACT PERSON: Cheis Coscia E-MAIL: ccoscia@jsmservicesinc.com

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

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

James Stamps JR
President

Cheis Coscia
Vice President

James Stamps JR
Treasurer

How long in present business: 16yrs how long at present location: 5yrs

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.

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: _____%

Fixed prices per mile:

Type of Area	Est. # of miles	Rotations	Total miles cleaned	Fixed price per mile	Total Dollar amount per number of rotations
Drainage Swale	838	4 Sept, Dec, Mar & June	3,352	250.00	838'000.00
Drainage Swale	838	5 May, July, Sept, Nov, Feb to April	4,190	235.00	984'650.00
Drainage Swale	838	6 Jan, Mar, May, July, Sept, Nov, or bi-monthly	5,028	225.00	1'131'300.00

Award is to be based on the Total dollar amount

☐ Estimated time to complete one cycle of drainage swale maintenance 60 Days

☐ What percentage of your pricing is fuel costs: gasoline 3.1% diesel 3%

5.3 Time charges for work performed beyond contract requirements @ per hour $ 45.00
(includes, labor, vehicle, hand tools and equipment)

Bidders are cautioned that the anticipated miles 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 total shall be entered in the "Total" column for each separate item

5.4 Bidder proposes to use a subcontractor for Items listed above: Yes __ No ✓

_____

_____

_____

(Include business name, contact person, telephone number)

5.5 Bidders List of all equipment expected to utilize in execution of work, as required in Section 2.11 of the specifications:

Manufacturer See Attached Eq list Part No:

_____

_____

_____

_____

5.6 Bidders are required to list three (3) current or past projects that are similar in size and scope, as required in Section 2.12 of the specifications:

Company Name	Contact Name	Telephone Number
Lee County Parks & Rec	Bob Tice	239-707-3621
ARAMARK	Doug Dodgson	863-534-0652
ICA	Darren DeWitt	813-478-3767

6. **INSURANCE CERTIFICATES** - 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.

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

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

9. **CERTIFICATION**

I, (print) Chris Gosia am 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.

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

Signature — Vice President — Title

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

(seal)

(Balance of page left intentionally blank)

Attest: Secretary

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that JSM Services Inc does:

(Name of Business)

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

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

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

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

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

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

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

Bidder's Signature

5/24/2012

Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2011

PRODUCER
COMMERCIAL INS SPECIALISTS LLC
18115 Hwy 41 N #400
Lutz, FL 33549
(813) 949-0481

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
JSM SERVICES, INC.
414 LAKE MILLSITE RD.
BARTOW, FL. 33830-1505

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: SOUTHERN-OWNERS INS. CO.	
INSURER B: AUTO-OWNERS INS. CO.	
INSURER C: BRIDGEFIELD EMPLOYERS INS. CO.	
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	964612 20733451	11-01-11	11-01-12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	96-765-250-00	11-01-11	11-01-12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	96-765-250-02	11-01-11	11-01-12	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	830-38421	11-01-11	11-01-12	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
		OTHER					

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

THIS CERTIFICATE COPY IS INCLUDED WITH OUR PROPOSALS TO PROVIDE OUR NEW AND PROSPECTIVE CUSTOMERS WITH INFORMATION ABOUT OUR COMMERCIAL INSURANCE PROGRAM. ORIGINAL CERTIFICATE WILL BE PROVIDED TO CUSTOMERS PROMPTLY UPON REQUEST.

CERTIFICATE HOLDER

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

John A. Howard

© ACORD CORPORATION 1988

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5222

REFERENCE CHECK FORM

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

Bid/RFP Number: **20110053R**

Title: **Drainage Swale Liner Maintenance**

Bidder/Respondent: JSM Services INC.

Reference: Lee County Parks & Rec Fax #: 239-485-2302
Email: Btice@Leegov.com Telephone #: 239-707-3621
Person to contact: Bob Tice
1.2 million per year

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 after receipt to 772-871-7337.

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

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Thank you.

For OMB Use Only	
Reference Checked	
*Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5222

REFERENCE CHECK FORM

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

Bid/RFP Number: **20110053R**

Title: **Drainage Swale Liner Maintenance**

Bidder/Respondent: JSM Services Inc.

Reference: ICA Fax #: _____
Email: ddewitt@ICA-onramp.com Telephone #: 813-478-3767
Person to contact: Darren Dewitt

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 after receipt to 772-871-7337.

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

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5222

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

Bid/RFP Number: **20110053R**

Title: **Drainage Swale Liner Maintenance**

Bidder/Respondent: JSM Services Inc

Reference: Polk County School Board (Aramark) Fax #: 863-519-3792
Email: dodgson-doug@aramark.com Telephone #: 863-534-0652
Person to contact: Doug Dodgson
790,000 Per year

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 after receipt to 772-871-7337.

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

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Thank you.

JSM Services, Inc.

Mileage updated as of 6/8/11
Locations updated as of 9/13/11

CURRENT VEHICLE INVENTORY

GPS LOJACK / ASSET DESCRIPTION - YEAR, MAKE & MODEL NO.	VEH./EQP. ID/SERIAL NO.	ASSET #	DATE PURCHASED LEASED	FINANCED / OWNED	FINANCE COMPANY	PAYMENT / PAID IN FULL	GVW	Tag Renewal Date	Job location	Mileage	Condition	Insurance	Projected replacement year
1999 FORD F150 XCAB (872JGT)	1FTRX18W6XNB61578	O5648			TO BE SOLD			JUNE	TO BE SOLD	235464	good	yes	2010
2001 FORD F250 XCAB (878JGT)	1FTNX20F9YED45561	O7768	7/6/2001				9999	DEC	schools	192860	good	yes	2011-2012
2000 FORD F250 XCAB (874JGT)	1FTNX20F0YEC16947	R7625					8800	DEC	st johns	240000	poor	yes	2009
2000 FORD F350 CREW CAB (876JGT)	1FTSW30F4YEC99343	O7954					14999	DEC	polk dot	182105	Fair	yes	2010
2000 FORD F350 CREW CAB (ACNU96)	1FTSW30F8YEC99345	O7956					14999	DEC	PARKED	305170	poor	no	2009
1997 FORD F350 utility service (868JGT)	3FEKF37H3VMA40816	O5629	7/7/1997		TO BE SOLD		9999		TO BE SOLD	TO BE SOLD		no	TO BE SOLD
1999 FORD F350 CREW CAB (L422JX)	1FTSW30F5XEA42352	O5649					9999	DEC	PARKED	177658	fair	no	2011
1996 FORD F350 (889JGT)	1FDKF37F2TEA50579	O5617	4/29/1996				14999	DEC	schools	101374	fair	yes	?
2000 FORD F450 CREW CAB (ACNX45)	1FDXW46F9YED23487	O7920					15000	DEC	polk dot	171274	fair	yes	2011-2012
2000 FORD F450 CREW CAB (L194JY)	1FDXW46F0YED23491	O7924					15000	DEC	schools	83718	good	yes	?
1999 FORD F550 CREW CAB (869JGW)	1FDAW56FXXEA52739	O5647	4/27/1998				25999	DEC	transfield	225433	fair	yes	2010-2011
2002 FORD F350 4WD (382HWJ)	1FTSX31F32EC23602	O9323	3/24/2003				9900	DEC	herbicide	183479	good	yes	2013
2002 FORD F350 4WD (ABJU71)	1FTSX31F12EC23601	O9322	3/24/2003				9900	DEC	polk dot	284278	poor	yes	2010
2002 FORD F450 (ATDH15)	1FDXW46FX2EC23650	O9359	3/24/2003				26000	DEC	turnpike	112624	good	yes	2012
2002 FORD F450 (358HWJ)	1FDXW46F22EC23674	O9389	3/24/2003				15000	DEC	alachua	116708	good	yes	2012
2002 FORD F450 (ABJR10)	1FDXW46F12EC23651	O9360	3/24/2003				15000	DEC	polk dot	102416	good	yes	2014
1996 FREIGHTLINER SEMI (L303YB)	1FUYDPYB4TH601139	O5626	3/15/1997				80000	DEC	semi	367905	good	yes	?
2002 FORD F450 4DR DUMP WHITE (ABJU72)	1FDXW46F52EC23670	O9385	6/17/2002				14999	DEC	turnpike	134447	good	yes	
2003 FORD F450 DUMP (363HWJ)	1FDXW46P33EC39750	214YA	6/17/2003				15000	DEC	st johns	108000	good	yes	
2003 FORD F350 4x2 crew cab (369HWJ)	1FTSW30P43ED55671	598YA	9/3/2003				9900	DEC	spare - shop	194550	good	yes	
2004													
2004 FORD F350 4x4 Ext cab (457HWJ)	1FTSX31PX4EC19252	318YB	4/22/2004				9999	DEC	alachua sj	212139	excellent	yes	
2001 F250 4x2 Reg cab Util body (869JGT)	1FTNF20F7YED45545	O8000					8800	DEC	shop service tr	192868	good	yes	
2004 FORD F450 4x4 Reg cab Flat bed (373HWJ)	1FDXF47P14EC11638	352YB	6/10/2004				26000	DEC	schools	55530	excellent	yes	
2004 FORD F450 4x4 Reg cab Flat bed (371HWJ)	1FDXF47P34EC11639	353YB	6/10/2004				26000	DEC	schools	52363	excellent	yes	
2005													
2005 F350 SD REGULAR CAB (377HWJ)	1FTWF30P05EB83613	282YC	4/4/2005				10700	DEC	alachua - sj	132866	excellent	yes	
2004 F350 SD 4DR Super Cab (362HWJ)	1FTSX30P14EC19240	281YB	5/3/2005				9900	DEC	spare - herbicide	93509	good	yes	
2004 FORD F350 XL 4x2 (368HWJ)	1FTSX30P54ED95479	622YL	6/23/2005				9900	DEC	polk dot	230275	good	yes	
2004 FORD F350 SD SUPER CAB (380HWJ)	1FTSX30P54EC19242	283YB					9900	DEC	st johns	200001	good	yes	
2006 CHEV SILVERADO Single Cab (381HWJ)	1GCEC14X76Z110476	100718						JUNE	alachua	133435	excellent	yes	
2006													
2003 FORD F150 4x4 (366HWJ)	1FTRX18W63NB04131	048YA	6/5/2006					JUNE	Schools-mac	198436	good	yes	
2002 Isuzu 4-door landscape bed (886JGT)	JALC4J14327002178	O8936					14500	DEC	PARKED	97060	fair	no	
2000 Chevy W4 Landscape bed (870JGT)	J8BB4B147Y7007867	O5096					12000	DEC	PARKED	57010	fair	no	
2007													
2007 FORD F150 4X4 (587LA)	1FTPW14V37FB51544	51544	6/27/2007	FINANCED	FORD	607.77	5999	DEC	carlie	135000		yes	
2006 ISUZU NB3 (027INK)	JALB4B16867015193	15193	7/11/2007				12000	DEC	herbicide	43359	excellent	yes	
2000 FORD F250 PICKUP (ABJU79)	1FDNF20L3YEB52150	52150						JUNE	transfield	133464	good	yes	
1994 FORD F150 (B981TJ)	1FTEX15H0RKB71581	71581						JUNE	spare - shop	229180		yes	
2003 FORD F250 SD 4x4 Crew Cab (T969LG)	1FTNW21F13EB10159	10159	1/6/2003				25999	DEC	AF tj	271666	good	yes	
2004 FORD F250 SUPER DUTY (X90QLN)	1FTNX20L34ED25290	25290	6/30/2004				8800	DEC	AF mark	59087	good	yes	
2006 GMC SIERRA 2500 (D856XU)	1GTHK23D66F149140	49140	12/29/2005				25999	DEC	AF jimmy	173000	excellent	yes	
2000 FORD F550 FLATBED PICKUP (674JGU)	1FDAF56F0YED91009	91009	10/25/2000				25999	DEC	hills schools	137068	good	yes	
2008 FORD F250 SD EXT CAB (698KFT)	1FTSX20588EB10837	10837	2/26/2008	FINANCED	FORD	464.90	9200	DEC	spare - turnpike	54628	excellent	yes	
2000 FORD F150 4x4 (808LMF)	1FTRX18L9YNC04057	04057	12/23/2002					JUNE	spare - shop	201218		yes	
2008 Cadillac Escalade Luxury (571WHT)	1GYEC63868R186937	86937	11/17/2008					JUNE	AF jw		excellent	yes	
2003 FORD EXPEDITION ED B (795LMF)	1FMEU17W93LA95781	95781	1/6/2003					JUNE	AF jw			yes	
2009													
2008 ISUZU 1 1/2 ton Landscape (867JGT)	4KD84B1U28J800150	00150	3/2/2009				9900	DEC	turnpike	59664		yes	
2008 FORD F250 SD XCAB 4X4 (064WPP)	1FTSX21R48EB91496	91496	3/26/2009				10000	DEC	herbicide	38090		yes	
2008 FORD F350 4X2 (892XKV)	1FDWF36R38EB59038	59038	6/1/2009	OWNED		PAID IN FULL	9999	DEC	AF jim k	12636		yes	
2010 FORD F250 SD (ABJU70)	1FTSW2BR3AEA32248	32248	11/1/2009	OWNED		PAID IN FULL		DEC	AF chad	41275		yes	
2010													
2011 GMC Sierra Denali (ALX543)	3GTP2XE21BG158633	58633	10/28/2010	FINANCED	ALLY	754.95	7000		AF jw			yes	
2011													
2011 FORD F150 (894NVV)	1FTFW1EF2BFC03158	03158	8/4/2011	FINANCED	FORD	748.04	26000	DEC	chris			yes	
2011 GMC Sierra 2500 HD (APZ9052)	1GT121C888F197943	97943	9/8/2011	FINANCED	WELLS FARGO			temp tag	AF jimmy			yes	

JSM Services, Inc.

TRAILER INVENTORY

ASSET DESCRIPTION - YEAR, MAKE & MODEL NO.	VEH./EQP. ID/SERIAL NO.	ASSET NO. #	DATE PURCHASED/ LEASED	FINANCED / OWNED	FINANCE COMPANY	PAYMENT / PAID IN FULL	PURCHASE PRICE	Tag Renewal Date	Replacement Cost	Job Location	Condition	Insurance
1998 10' SINGLE AXLE (K785IQ)	TW8112972V0A00822	M1152						JUNE	$1,500.00	alachua		yes
2000 16' DUAL AXLE (K782IQ)	98728	M1141						JUNE	$1,500.00	polk landscape		yes
1982 12' SINGLE AXLE (K790IQ)	NOVIN0200029115	M1135						JUNE	$1,500.00	schools tilt		yes
1986 45' 5TH WHEEL (884JGT)	FTL6024Y	M1138		owned				JUNE	$9,500.00	polk schools		yes
1999 TRAILBOSS 52' 5TH WHEEL (L192JY)	4SODK5325X1000129	M1143		owned				JUNE	$18,000.00	semi shop		yes
1999 TRAILER WORLD 30' DUAL AXLE (K796IQ)	TW8020972VOA0143	M1157		owned				JUNE	$4,500.00	suncoast slope		yes
1997 TUFNECK 20' DUAL AXLE (K783IQ)	TNT0597U00356	M1144		owned				JUNE	$3,500.00	polk schools		yes
1998 TUFNECK 22' DUAL AXLE (941MCZ)	TNT0698F00444	M1146		owned				JUNE	$3,500.00	Bartow		yes
1999 TUFNECK 35' GOOSENECK (866JGT)	TNT0699E00527	M1149		owned				JUNE	$9,500.00	polk schools		yes
1996 TUFNECK 45' GOOSENECK (L871RK)	TNT0696E00278	M1140		owned				JUNE	$10,500.00	polk schools		yes
1998 TUFNECK 22' trailer (K797IQ)	WH000000000001397	M1148		owned				JUNE	$3,500.00	alachua		yes
1999 WHEELS 22' DUAL AXLE (M034KZ)	WH000000000001434	M1147		owned				JUNE	$3,500.00	st.johns		yes
1989 12' DUAL AXLE (K789IQ)	15571	5571		owned				JUNE	$1,500.00	polk slope		yes
2000 TUFFNECK 36' GOOSENECK (885JGT)	TNT0700E00670	M1959		owned				JUNE	$9,500.00	polk schools		yes
1998 10' SINGLE AXLE(M627QV)	NOVIN0200096789	6789		owned				JUNE	$1,500.00	st johns		yes
2000 WHEELS 22' (969MMZ)	WH000000000002054			owned				JUNE	$3,500.00	polk dot		yes
2003 Tuffneck 22' Gator trailer (970MMZ)	TNT0403U00819	63090	5/14/2003	owned				JUNE	$3,500.00	polk dot		yes
2003 UTILITY TRAILER (K781IQ)	NOVIN0200294808	M4808		owned				JUNE	$1,500.00	shop		yes
2000 HOMEMADE (K779IQ)	NOVIN0200060225	M0225		owned				JUNE	$1,500.00	alachua		yes
2001 WHEELS 18' UTILITY TRAILER(K793IQ)	WH0000000000M2692	2424		owned				JUNE	$1,500.00	slope spare		yes
2003 UTILITY TRAILER 16' (K794IQ)	NOVIN0200304938			owned				JUNE	$1,500.00	vets		yes
2005 HOMEMADE (K780IQ)	**NOVIN0200471215**	**wrecked**	**from Sarasota**	**owned**				**JUNE**	**$1,500.00**	**st.johns**	**WRECKED**	NO
1982 18' trailer (K791IQ)	NOVIN0200039086							JUNE	$1,500.00			yes
1998 WHEELS 18' DUAL AXLE (K786IQ)	4MNDB1828W1001176	M1145		OWNED				JUNE	$1,500.00	polk slope		yes
2007 TRIPLE CROWN 16' (J351DL)	1XNU616T371021914			OWNED			1541	JUNE		st.johns		yes
2008												
2007 EMERSON HAMMERHEAD 20' (L302YB)	1E9CH20257L252113		3/20/2008	OWNED			3229	JUNE		polk herb		yes
2008 EMERSON HOMBRE II 16' (K309DZ)	1E9VL16268L252051		3/20/2008	OWNED			1650	JUNE		polk herb		yes
2009												
2009 HOMEMADE (5670GB)	NOVIN0200796764			OWNED				JUNE		suncoast		yes
1995 TUFNECK 35' GOOSENECK (L872RK)	TNT1195E00246	M1139		owned			9,500.00			athletic fields	good	yes
2002 Anderson EQ7165T (W504NZ)	4YNBN16262C008767		6/4/2002	OWNED			2,326.00			athletic fields	good	yes
2002 Rolls Rite Tilt 20' (845HWB)	1R9PT202X2M356434		5/1/2002	OWNED			4,399.00			athletic fields	good	yes
2007 Rolls Rite 14KP22DEV 16' (489IBK)	1R9PD222887M356160		7/9/2007	OWNED			4,480.00			athletic fields	excellent	yes
2007 Vintage OL824H 24' (X376TJ)	5BWUV24227 1000593		1/30/2007	OWNED			10,995.00			athletic fields	good	yes
2000 Transport 18' (ACNX23)	1T9US1827YC452095		3/27/2000	OWNED			2,600.00			hills schools	fair	yes
1998 Travel Tow TT-10 16' (796LMF)	47NA12227WTBDV118		10/13/1998	OWNED			2,799.00			athletic fields	good	yes
2010												
2007 Rolls Rite 14KP16FE 14' (ACZC14)	1R9PF16297M356182	56182	4/20/2010	OWNED			4,195.00	JUNE		hills schools		yes
1998 Homemade 21' (981MNA)	NOVIN0200867756	67756	5/12/2010	OWNED						bartow		yes
2010 Homemade (567NPG)	NOVIN0200877031	77031		OWNED				JUNE		bartow		yes
2000 Iron Dog Flatbed 20' (244NPG)	5FEHS2027YC001602	1602	7/15/2010	OWNED			2,500.00	JUNE		polk north		yes

JSM Services, Inc.

LITTER CART INVENTORY

ASSET DESCRIPTION - YEAR, MAKE & MODEL NO.	VEH./EQP. ID/SERIAL NO.	DATE PURCHASED/ LEASED	FINANCED / OWNED	FINANCE COMPANY	PAYMENT / PAID IN FULL	PURCHASE PRICE	Replacement Cost	Job Location	Hours/ Miles	Condition	Insurance
2001 JOHN DEERE 4X2 GATOR	W00WX2X067135	3/29/2001	owned			$ 5,100.00	$6,300.00	hendry glades		SCRAPPED	no
2001 JOHN DEERE 4X2 GATOR	W004X2X066972	3/29/2001	owned			$ 5,100.00	$6,300.00	hendry glades		SCRAPPED	no
2001 JOHN DEERE 4X2 GATOR	**W004X2X066973**	**3/29/2001**	**owned**			**$ 5,100.00**	**$6,300.00**	**hendry glades**	**SCRAPPED**	**SCRAPPED**	**no**
2001 JOHN DEERE 4X2 GATOR	W004X2X066976	3/29/2001	owned			$ 5,100.00	$6,300.00	hendry glades	3945	SCRAPPED	no
2001 JOHN DEERE 4X2 GATOR	W004X2X066979	3/29/2001	owned			$ 5,100.00	$6,300.00	hendry glades		SCRAPPED	no
2001 JOHN DEERE 4X2 GATOR	W004X2X066980	3/29/2001	owned			$ 5,100.00	$6,300.00	hendry glades	SCRAPPED	SCRAPPED	no
2003 JOHN DEERE 4X2 GATOR	W004X2X092514	3/17/2003	owned			$ 6,166.00	$6,300.00	polkparkway	6403	fair	YES
2003 JOHN DEERE 4X2 GATOR	W004X2X092513	3/17/2003	owned			$ 6,166.00	$6,300.00	polkparkway	7019	fair	YES
2003 JOHN DEERE 4X2 GATOR	W004X2X093992	4/29/2003	OWNED			$ 6,166.00	$6,300.00	hendry gla	n\a	fair	YES
2003 JOHN DEERE 4X2 GATOR	**W004X2X093750**	**4/29/2003**	**OWNED**			**$ 6,166.00**	**$6,300.00**		**SCRAPPED**	**SCRAPPED**	**no**
2003 JOHN DEERE 4X2 GATOR	W004X2X093987							hendry glades	n\a	fair	no
2000 JOHN DEERE 4X2 GATOR (the serial # on mechain i	W004X2X053003										no
john deere 4x2 gator (this gator was not on the invitory orig	woo452xo6713							hendry	na	fair	no
2004											
2004 JOHN DEERE 4X2 GATOR	W004X2X104526	5/13/2004	OWNED			$ 6,166.00	$6,300.00	polk			YES
2004 JOHN DEERE 4X2 GATOR	W004X2X104529	5/13/2004	OWNED			$ 6,166.00	$6,300.00	polk	n\a	fair	YES
2004 JOHN DEERE 4X2 GATOR	W004X2X104409	5/13/2004	OWNED			$ 6,166.00	$6,300.00	polk			YES
2005											
2005 JOHN DEERE 4X2 GATOR	W004X2X006301		owned				$6,300.00	st.johns	1520	good	YES
2005 JOHN DEERE 4X2 GATOR	W004X2X006297		owned				$6,300.00	st.johns	1532	good	YES
2005 JOHN DEERE 4X2 GATOR	W004X2X006298		owned				$6,300.00	st.johns	1524	good	YES
2006											
2006 JOHN DEERE 4X2 GATOR	W04X2SD014488	10/6/2006	owned				$6,300.00	polk	2203	good	YES
2006 JOHN DEERE 4X2 GATOR	W04X2SD014303	10/6/2006	owned				$6,300.00	polk	2373	good	YES
2006 JOHN DEERE 4X2 GATOR	W04X2SD014306	10/6/2006	owned				$6,300.00	polk	2497	good	YES
2007											
2006 JOHN DEERE 4X2 GATOR T5	W04X2SD016087	1/10/2007					$6,300.00	suncoast			YES
2006 JOHN DEERE 4X2 GATOR T5	W04X2SD016084	1/10/2007					$6,300.00	vets	1057	good	YES
2006 JOHN DEERE 4X2 GATOR T5	W04X2SD016085	1/10/2007					$6,300.00	vets			YES
2006 JOHN DEERE 4X2 GATOR T5	W04X2SD016086	1/10/2007					$6,300.00	suncoast	998	good	YES
2006 JOHN DEERE 4X2 GATOR T5	W04X2SD017318							polk	1398	good	YES
2008											
2008 JOHN DEERE 4X2 GATOR T5	W04X2SD031095	4/1/2008	financed	JD Credit	617.93	$ 6,927.00		polk herb		good	YES
2008 JOHN DEERE 4X2 GATOR T5	W04X2SD031097	4/1/2008	financed	JD Credit	617.93	$ 6,927.00		polk herb		good	YES
2008 JOHN DEERE 4X2 GATOR T5	W04X2SD031083	4/1/2008	financed	JD Credit	617.93	$ 6,927.00		polk herb		good	YES
2008 JOHN DEERE 4X2 GATOR T5	W04X2SD031098	4/1/2008	financed	JD Credit	617.93	$ 6,927.00		polk herb		good	YES
2010											
2010 JOHN DEERE TS 4x2 GATOR	MO4X2SD051305	6/15/2010				$ 5,905.00		polk dot - I4 and north			YES
2010 JOHN DEERE TS 4x2 GATOR	MO4X2SD051607	6/15/2010				$ 5,905.00		polk dot - I4 and north			YES
2010 JOHN DEERE TS 4x2 GATOR	MO4X2SD051611	6/15/2010				$ 5,905.00		polk dot - I4 and north			YES
2010 JOHN DEERE TS 4X GATOR	MO4X2SD051733	7/8/2010				$ 6,253.00		polk north			YES
2010 JOHN DEERE TS 4X GATOR	MO4X2SD051730	7/8/2010				$ 6,253.00		polk north			YES
2010 JOHN DEERE TS 4X GATOR	MO4X2SD051734	7/8/2010				$ 6,253.00		polk north			YES

JSM Services, Inc.

2-CYCLE INVENTORY

ASSET DESCRIPTION - YEAR, MAKE & MODEL	VEH./EQP. ID/SERIAL NO.	DATE PURCHASED/ LEASED	PURCHASE PRICE	Job Location	Hours/ Miles
2005					
Schindiawa T272	4035046	4/14/2005			
Schindiawa T272	4035061	4/14/2005			
Schindiawa T272	4035043	4/14/2005			
Schindiawa T272	4035051	4/14/2005			
Schindiawa T272	4035054	4/14/2005			
Schindiawa T272	4035064	4/14/2005			
Schindiawa T272	4035047	4/14/2005			
Schindiawa T272	4035065	4/14/2005			
Schindiawa T272	4035045	4/14/2005			
Schindiawa T272	4035052	4/14/2005			
Schindiawa T272	4035058	4/14/2005			
Schindiawa T272	4035067	4/14/2005			
Schindiawa T272	4035059	4/14/2005			
Schindiawa T272	4035066	4/14/2005			
Schindiawa T272	4035050	4/14/2005			
Schindiawa T272	4035053	4/14/2005			
Schindiawa T272	4035060	4/14/2005			
Schindiawa T272	4035068	4/14/2005			
Schindiawa T272	4035044	4/14/2005			
Schindiawa T272	4035057	4/14/2005			
Schindiawa T272	4090405	7/15/2005			
Schindiawa T272	4099755	7/15/2005			
Schindiawa T272	4099760	7/15/2005			
Schindiawa T272	4099754	7/15/2005			
Schindiawa T272	4099746	7/15/2005			
Schindiawa T272	4099768	7/15/2005			
Schindiawa T272	4099769	7/15/2005			
Schindiawa T272	4099770	7/15/2005			
Schindiawa T272	4099767	7/15/2005			
Schindiawa T272	4099761	7/15/2005			
Schindiawa T272	4090628	8/5/2005			
Schindiawa T272	4099852	8/5/2005			
Schindiawa T272	5014152	8/5/2005			
Schindiawa T272	5014153	8/5/2005			
Schindiawa T272	5014159	8/5/2005			
Schindiawa T272	5014166	8/5/2005			
Schindiawa T272	5016510	8/5/2005			
Schindiawa T272	5016511	8/5/2005			
Schindiawa T272	5016512	8/5/2005			
Schindiawa T272	5016513	8/5/2005			

2006					
Husqvarna 324LX	4100032	6/14/2006			
Husqvarna 324LX	4100048	6/14/2006			
Schindiawa T270	5045794	6/15/2006			
Schindiawa T270	5046157	6/15/2006			
Schindiawa T270	5046402	6/15/2006			
Schindiawa T270	5046841	6/15/2006			
Schindiawa T270	5046122	6/15/2006			
Schindiawa T270	5046174	6/15/2006			
Schindiawa T270	5046403	6/15/2006			
Schindiawa T270	5046156	6/15/2006			
Schindiawa T270	5046175	6/15/2006			
Schindiawa T270	5046728	6/15/2006			
Husqvarna 324LX	06-190017	8/31/2006			
Husqvarna 324LX	06-210073	8/31/2006			
Husqvarna 324LX	06-210072	8/31/2006			
2007					
Husqvarna 335LS	71000023	5/7/2007	$327.00		
Husqvarna 335LS	71000140	5/7/2007	$327.00		
Husqvarna 335LS	70900757	5/7/2007	$327.00		
Husqvarna 335LS	71000212	5/7/2007	$327.00		
Husqvarna 335LS	71000116	5/7/2007	$327.00		
Husqvarna 335LS	71000027	5/7/2007	$327.00		
Husqvarna 335LS	65000360	5/7/2007	$327.00		
Husqvarna 335LS	71000053	5/7/2007	$327.00		
Schindiawa LE261 Edger	6064203	4/25/2007	$321.59		
Schindiawa LE261 Edger	6063910	4/25/2007	$321.59		
Schindiawa EB8510RT Blower	5090777	4/25/2007	$479.99		
2008					
Schindaiwa 27.1 CC Trimmer	6112318	3/26/2008	$379.99		
Schindaiwa 27.1 CC Trimmer	6112319	3/26/2008	$379.99		
Schindaiwa 27.1 CC Trimmer	6109946	4/11/2008	$379.99		
Schindaiwa 27.1 CC Trimmer	6112302	4/11/2008	$379.99		
Schindaiwa 27.1 CC Trimmer	6112287	4/11/2008	$379.99		
Schindaiwa 27.1 CC Trimmer	6112328	4/11/2008	$379.99		
Schindaiwa LE260 1.4HP Stick Edger	7015697	5/5/2008	$359.99		
Schindaiwa T272 27.1 CC Trimmer	6112288	5/5/2008	$379.99		
Schindaiwa T272 27.1 CC Trimmer	6112291	5/5/2008	$379.99		
Schindaiwa T272 27.1 CC Trimmer	6112301	5/5/2008	$379.99		
Schindaiwa T272 27.1 CC Trimmer	6112289	5/5/2008	$379.99		
Schindaiwa T272 27.1 CC Trimmer	6112331	5/5/2008	$379.99		
Schindaiwa T272 27.1 CC Trimmer	6112290	5/5/2008	$379.99		
Schindaiwa T272 27.1 CC Trimmer	6112332	5/5/2008	$379.99		
Schindaiwa T272 27.1 CC Trimmer	6112303	6/4/2008	$379.99		
Schindaiwa T272 27.1 CC Trimmer	6112333	7/28/2008	$379.99	polk pky mow	
Schindaiwa T272 27.1 CC Trimmer	6112330	7/28/2008	$379.99	polk pky slopes	
Schindaiwa T272 27.1 CC Trimmer	6112315	7/28/2008	$379.99	polk pky slopes	
Schindaiwa T272 27.1 CC Trimmer	6123356	8/7/2008	$379.99	st johns	
Schindaiwa T272 27.1 CC Trimmer	6123361	8/7/2008	$379.99	st johns	
Schindaiwa T272 27.1 CC Trimmer	6123360	8/7/2008	$379.99	st johns	
red max trimmer 30cc	70803853	8/20/2008	$319.99	polk herbicide	
red max trimmer 30cc	70803855	8/20/2008	$319.99	polk herbicide	
red max edger 24cc	70200114	8/20/2008	$303.99	st.johns	
red max edger 24cc	70200115	8/20/2008	$303.99	st.johns	
red max edger 24cc	70200120	8/20/2008	$303.99	st.johns	

red max edger 22cc curved shaft	71112758	8/20/2008	$239.99	st johns	
red max blower 64.9cc	805111790	8/20/2008	$367.99	st johns	
red max blower 64.9cc	805111790	8/20/2008	$367.99	st johns	
2009					
Edger curved shaft	280173976	8/3/2009	$329.95	tampa	
Schindaiwa T272 27.1 CC Trimmer	6112314	8/10/2009	$379.99	polk herbicide	
Schindaiwa T282 28CC Trimmer	8124267	8/4/2009	$339.99	st johns	
Schindaiwa T282 28CC Trimmer	8124266	8/4/2009	$339.99	st johns	
2010					
Redmax BCZ3001 Trimmer	61202339	3/30/2009	$303.99	polk dot	
Redmax BCZ3001 Trimmer	61202340	3/30/2009	$303.99	polk dot	
Redmax BCZ3001 Trimmer	61202341	3/30/2009	$303.99	polk dot	
Redmax BCZ3001 Trimmer	61202342	3/30/2009	$303.99	polk dot	
Redmax BCZ3001 Trimmer	80105253	3/30/2009	$303.99	polk dot	
Redmax BCZ3001 Trimmer	80105254	3/30/2009	$303.99	polk dot	
Redmax BCZ3001 Trimmer	70803867	3/30/2009	$303.99	polk dot	
Redmax BCZ3050S Trimmer	91100345	3/30/2009	$303.99	polk dot	
Redmax BCZ3050S Trimmer	91100346	3/30/2009	$303.99	polk dot	
Redmax BCZ3050S Trimmer	91100347	3/30/2009	$303.99	polk dot	
Redmax BCZ3050S Trimmer	91100348	3/30/2009	$303.99	polk dot	
Redmax BCZ3050S Trimmer	00701241	8/23/2010	$303.99	polk herbicide	
Redmax BCZ3050S Trimmer	00701242	8/23/2010	$303.99	polk herbicide	
Redmax BCZ3050S Trimmer	00701243	8/23/2010	$303.99	polk herbicide	
Redmax BCZ3050S Trimmer	00701244	8/23/2010	$303.99	polk herbicide	
2011					
Redmax BCZ2610 Strato Trimmer	71003994	3/24/2011	$303.99	st johns	
Redmax BCZ2610 Strato Trimmer	80618753	3/24/2011	$303.99	st johns	
Redmax BCZ3050S 29.5 cc 1.4 hp Trimmer	00701261	4/13/2011	$305.14		
Redmax BCZ3050S 29.5 cc 1.4 hp Trimmer	00701262	4/13/2011	$305.14		
Redmax BCZ3050S 29.5 cc 1.4 hp Trimmer	00701263	4/13/2011	$305.14		
Redmax BCZ3050S 29.5 cc 1.4 hp Trimmer	00701264	4/13/2011	$305.14		
Redmax BCZ3050S 29.5 cc 1.4 hp Trimmer	00701267	4/13/2011	$305.14		
Redmax BCZ3050S 29.5 cc 1.4 hp Trimmer	00801648	4/13/2011	$305.14		
Redmax BCZ3050S 29.5 cc 1.4 hp Trimmer	00801653	4/13/2011	$305.14		
Redmax BCZ3050S 29.5 cc 1.4 hp Trimmer	00801656	4/13/2011	$305.14		
Redmax BCZ3050S 29.5 cc 1.4 hp Trimmer	00801659	4/13/2011	$305.14		
Redmax BCZ3050S 29.5 cc 1.4 hp Trimmer	00801660	4/13/2011	$305.14		
Redmax BCZ3050S 29.5 cc 1.4 hp Trimmer	00801645	7/19/2011	$319.99		
Redmax BCZ3050S 29.5 cc 1.4 hp Trimmer	00801646	7/19/2011	$319.99		
Redmax BCZ3050S 29.5 cc 1.4 hp Trimmer	00801654	7/19/2011	$319.99		

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

JSM Services, Inc.
414 Lake Millsite Drive
Bartow, FL 33830

SURETY:
(Name, legal status and principal place of business)
Westfield Insurance Company
1 Park Circle
Westfield Center, OH 44251
Mailing Address for Notices
1 Park Circle
Westfield Center, OH 44251

OWNER:
(Name, legal status and address)
City of Port St. Lucie
121 SW Port St. Lucie Blvd., Bldg A - Suite 390
Port St. Lucie, FL 34984

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

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

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Drainage Swale Liner Maintenance; 20110053R

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

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

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

Signed and sealed this 17th day of May, 2012

Rhonda Pennybacker
(Witness) Rhonda Pennybacker

(Witness) Jennifer Spurway

JSM Services, Inc.
(Principal) *(Seal)*
By: Jan W. Stuhr
(Title) President

Westfield Insurance Company
(Surety) *(Seal)*
By:
(Title) Kevin Wojtowicz, FL Licensed Agent Attorney-in-Fact

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **0994782 00**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

KEVIN WOJTOWICZ, GLENN ARVANITIS, JENNIFER STEPHENS, JOHN R. NEU, JOINTLY OR SEVERALLY

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **07th** day of **OCTOBER** A.D., **2008** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Richard L. Kinnaird, Jr.

Richard L. Kinnaird, Jr., *National Surety Leader and Senior Executive*

State of Ohio
County of Medina ss.:

On this **07th** day of **OCTOBER** A.D., **2008** , before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

William J. Kahelin

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

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 17th day of May A.D. 2018.

Frank A Carrino *Secretary*

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

JSM Services Inc.
414 Lk. Millsite Rd.
Bartow, Fl. 33830

30 MAY AM 9:12 17S
RECEIVED

Bid Number: 20110053 R-LL
Bid Title: Drainage Swale Liner Maintenance
Bid opening Date & Time: May 30th, 2012 @ 10:30 am

City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, Fl. 34984

STATEMENT OF NO BID

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

Bid: #20110053R

Bid Title: Drainage Swale Liner Maintenance

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: Thank you for the opportunity, we look forward to future bids.

Company Name: J.D. Sunny Isle, Inc. Telephone: 321-508-4444

Division: _____

Address: 801 Cinello Ave. NE
Palm Bay, FL 32905

Signature: [signature] Date: 5/29/12

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

BID # 20110053R
OPENED: May 30, 2012
TIME: 10:30:00 am

BID TITLE: Drainage Swale Liner Maintenance

The following vendor(s) submitted proposals:	4 Rotations	5 Rotations	6 Rotations
JSM Services	$838000.00	$984650.00	$1,131,300.00
Sampson Tree Services	$806,591.76	$1,008239.70	$1,209887.64

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

Number of Companies Notified: .....
Number of Bid Documents Distributed: .....
Number of Bids Received: .....2.....

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
20110053R-LL
Drainage Swale Liner Maintenance
May 30, 2012@ 10:30 a.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.	Randy Sabo	Sampson's Tree Co.		Ph: 772-380-2139 Fax:
3.	Rich A Sumpson	Sampson's Tree Co	Rich@Sampsontreeinc	Ph: 772-370-6698 Fax:
4.	Chris Coscia	JSM Services Inc	ccoscia@jsmservicesinc.com	Ph: 863-533-6850 Fax: 863-533-6852
5.	John Dunton	City of PSL	jdunton@cityofpsl.com	Ph: 772-344-4035 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:

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

BID # 20110053R-LL
OPENED: May 30, 2012
TIME: 10:30 am

BID TITLE: Drainage Swale Liner Mowing

30 MAY AM 9:12 20s
RECEIVED JSM Services

30 MAY AM 9:58 15s
RECEIVED Simpson Trew

User: **Lawrence, Lisa** Organization: **City of Port St. Lucie - Office of Management and Budget** Logout | Help

DEMANDSTAR by ONVIA

My DemandStar | Buyers | Account Info

Log Bid **[View Bids]** **Log Quote** **View Quotes** **Supplier Search** **Build Broadcast List**

Bid Details

Bid Information

EDIT

Agency	City of Port St. Lucie - Office of Management and Budget
Bid Type	Request for Sealed Bid
Bid Number	SB-20110053R-0-2012/lla
Fiscal Year	2012
Bid Writer	**Lisa Lawrence**
Bid Name	Drainage Swale Liner Mainenance
Bid Status	Under Evaluation
Bid Status Text	None
Award To	
Due Date/Time	5/30/2012 10:30 AM Eastern
Broadcast Date	4/26/2012
Bid Bond	5%
Project Estimated Budget	$1,200,000.00
Plan (blueprint) Distribution Options	None
Distribution Method	Download and Mail
Distributed By	Onvia DemandStar
Distribution Notes	None
Scope of Work	The City desires to obtain quotations from qualified individuals, firms, and legal entities to enter into a fixed price contract relative to supplying mowing services for City swale liners and intersection maintenance. Contract period shall be for an initial five (5) year period with an option to renew for one (1) additional five (5) year period, contingent upon satisfactory service and mutual agreement of the parties.
E-Bidding	No

Legal Ad

VIEW

Please select either the View or Edit button to manage legal ad.

Pre-Bid Conference

No Pre-Bid Meeting Scheduled

Publications

No Publications Data Found

Documents

EDIT

Bid Package **SB #20110053R** (29 Pages, Complete)

Commodity Codes

SRV-988-36 - Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.
SRV-988-75 - Roadside Maintenance Services (Including Mowing, etc.)

Statistics

Planholders	**There are 13 planholders for this bid**
Broadcast List	**188 suppliers have been notified**
Supplemental Suppliers	**4 Supplemental Suppliers**
Filtered	No
Post-Bid Viewers	**1 viewer(s)**

<< Return

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CITY OF PORT ST. LUCIE

Sealed Bid #20110053R
Drainage Swale Liner Maintenance

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 #**20110053R** for **Drainage Swale Liner Maintenance** will be received by the Office of Management and Budget (OMB) of the City of Port St. Lucie (City), Florida no later than **10:30 a.m. on May 30, 2012.** Specifications are included.

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

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 responsibility of the bidder to ensure that his or her bid reaches OMB 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 reserves the right to reject any and all bids, to waive any and all informalities or irregularities, and to accept or reject all or any part of any bid as it may deem to be in the best interest of the citizens of the City.

Each bidder must deposit with his bid, a bid bond, or bid guaranty, in the amount of five percent (5%) of the bid total, made payable to the "City of Port St. Lucie". See Section 4.1 for acceptable bid bonds. **NO personal or business checks accepted.**

Lisa Marie Lawrence
Contract Specialist
Office of Management & Budget

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 bid opening date.

SPECIFICATIONS
BID #20110053R
Drainage Swale Liner Maintenance

OVERVIEW

The City desires to obtain quotations from qualified individuals, firms, and legal entities to enter into a fixed price contract relative to supplying mowing services for City swale liners and intersection maintenance. Contract period shall be for an initial five (5) year period with an option to renew for one (1) additional five (5) year period, contingent upon satisfactory service and mutual agreement of the parties.

INTENT

- The Selected Bidder will be responsible to furnish all labor, materials, equipment, utilities and supervision necessary to comply with the specifications set forth herein.

- The city has **838 miles** of drainage swale liner. The bidder should be aware that the City is installing additional swale liner within road right of ways. The bidder will be required to maintain additional mowing as growth continues throughout the City.

- Maintenance of the Swale Liner at continuous rotation could be **4, 5 or 6** times per year.

- The City reserves the right to modify the level of service due to environmental conditions funding availability and/or the demands from the public.

- **Areas Involved** - Designated areas maps can be found at the website below* and any area requested by City Contract Supervisor. The City contract administrator shall exercise discretion as to the amount and number of mowings for all property including the swale liner rotations. Mowing maintenance may vary.

*http://home.cityofpsl.com/GIS_Apps/Liner/PSLGIS_Liner.html Hover the mouse over a section of the city as shown below and click on the PDF Document link to open.

- **Definitions** - Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

  R.R.O.W.: Shall mean Road Right-of-Way.

  D.R.O.W.: Shall mean Drainage Right-of-Way.

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 Selected 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) are firm and not subject to escalation, for the ninety (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. References from five (5) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the Bid Reply Sheet. References are subject to verification by the City and will be utilized as part of the award process. *If requested,* 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.

1.6 Award of Contract - The City shall take and measure 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.

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/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. 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 OMB (located on the 3rd Floor, Suite 390, of Building "A") on or before the bid opening 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 by the tenth (10^{th}) day 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 Selected Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's policy of Net Thirty (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 Thirty (30) ARI.

1.12 Execution of Contract or Purchase Order - Selected 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 Selected Bidder will be required to accept the terms and conditions of the City's Contract as provided in this proposal. 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 Selected 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 Selected 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 ninety (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 City's Public Relations Image - Selected 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 Selected Bidder involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

1.18 Patent Fees, Royalties, and Licenses - If the Selected Bidder requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Selected 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. Selected 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.

1.19 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 is 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.

1.20 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 and other public agencies. Vendor may agree to allow other public agencies 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 Selected Bidder.

1.21 Permits - The Selected 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 with the requirements of said legislation.

1.21.1 The Selected Bidder will be required to file a **W9 Taxpayer Identification Form** with the City. This form must be submitted and received by the City's Finance Department before payment can be authorized.

1.22 Familiarity with Laws - The Selected 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.

1.23 <u>Damage to Property</u> - The Selected 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 Selected Bidder, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by Selected Bidder, and at Selected Bidders expense. The Selected 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 <u>Implied Warranty of Merchantability</u> - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed not withstanding any representation to the contrary.

2.2 <u>Safety Precautions</u> - The Selected Bidder shall erect and maintain all necessary safeguards for the protection of the Selected 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 Selected Bidder's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Selected Bidder. **<u>Any and all equipment that is temporarily parked along the Road Right of Way during the course of daily work must be secured with DOT certified safety cones.</u>**

2.3 <u>Discrepancies</u> - If, in the course of performing work resulting from an award under this specification, the Selected Bidder finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Selected Bidder shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The Selected 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.

2.4 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 Selected Bidder. The Selected 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 Selected Bidder.

2.5 Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Selected 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, Selected 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 Selected Bidder.

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

2.7 Deficiencies - If at any time before the commencement, or during the progress of the work, the personnel, equipment or supervision of the Selected Bidder appear to the Contract Supervisor, or his designee, to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Contract Supervisor, or his designee, may order the Selected Bidder to correct such deficiencies and the Selected Bidder will be required to take appropriate action to rectify said deficiencies in a punctual manner and report within twenty-four (24) hours to the Contract Supervisor, or his designee. Failure of the Contract Supervisor, or his designee, to require such correction shall not relieve the Selected Bidder of his obligation to provide the quality and quantity of work required within the time required in these specifications.

2.8 Additions or Deletions - The Selected Bidder is required to adhere the monthly schedule of planned work prepared by the Contract Supervisor. The Contract Supervisor, or his designee, shall have the authority to make revisions in the schedule as necessary to meet the City's specifications. The Selected Bidder must comply with any revisions required by the Contract Supervisor, or his designee, in a punctual manner.

2.9 Dress Code - The Selected Bidder's personnel must at all times be appropriately attired. Employees engaged in the prosecution of work shall wear uniforms similar to the uniforms currently worn by the Public Works Division's crews. The Selected Bidder's personnel must be required to wear safety shoes, shirt and/or vest at all times during work hours. Swimsuits, sandals and sneakers and other clothing considered to be recreational shall not be acceptable.

2.10 Specific Communications Required - The Selected Bidder must provide (at locations where work is being performed by the Selected Bidder or their Subcontractor(s)), a supervisor who shall be responsible to accept and execute such instructions as are conveyed by the Contract Supervisor, or his designee. Cellular phone is to be required. Instructions thus conveyed verbally or in writing shall be binding upon the Selected Bidder.

2.11 Equipment - Bidders are required to list all equipment and/or the source of the equipment proposed to be utilized in fulfilling this specification on page 2 of their Bid Reply Sheet. The City reserves the right to determine if the equipment proposed or the source from where the equipment proposed is adequate. **All equipment must have company identification while working for the city.**

2.11.1 Bidders are advised that prior to making an award, the City reserves the right to inspect all the equipment listed on their Bid Reply Sheet.

2.12 References - Bidders are required to list three (3) current or past projects that are similar in size and scope on their Bid Reply Sheet. Bidders shall submit these by Contact Name, Company Name and Telephone Number. Any Bidder not submitting this list shall be deemed non-responsive and their submittal shall be rejected.

3. SPECIFIC REQUIREMENTS

3.1 Pre-Bid Conference - Not Applicable. Any questions from bidders are to be submitted in writing to Lisa Marie Lawrence in OMB.

3.2 Contract - Selected Bidder will execute a contract for a five (5) year service period with an option of an additional five (5) year renewal contingent upon satisfactory service and mutual agreement of the parties. The contract shall indicate the specific services to be provided pursuant to the Selected Bidders Bid Reply Sheet and City's approval of services chosen for said contract per these Specifications. In the event that all work required by this Bid has not been completed by the end of the specified Contract period, the Selected Bidder agrees to finish or discontinue the unfinished portion of the work, as authorized by the Contract Supervisor, and to require payment for only authorized work. Bidders shall be aware that this contract is subject to approval by City Council of budget appropriation for the contract period beyond September 30th of this year. The Selected Bidder agrees that, in the event such appropriation is not forthcoming, any contract entered into between the Selected Bidder(s) and the City may be terminated by the City and that no charges, penalties or other costs shall be assessed.

3.3 Written Notices - All written notices required by these specifications will be deemed to have been duly delivered to the City when given to the Contract Supervisor, or his designee, or, to the Selected Bidder when given to an officer of the Selected Bidders firm, or to an on-site Supervisor of the Selected Bidder, or to the Selected Bidder's Subcontractor's Supervisor.

3.4 City Property - Bidder shall be responsible to insure that all equipment and supplies of the Selected Bidder and their Subcontractor(s) shall not be stored on City property without prior written approval of the Contract Supervisor. The Selected Bidder shall also be responsible to insure that all equipment and supplies of the Selected Bidder and their Subcontractor(s) shall not be stored on private property.

3.5 Adverse Weather - Any adverse weather conditions, obstructions, or other conditions which delay the Selected Bidder in the performance of a contract resulting from these specifications, to such extent that completion of required activities cannot be accomplished within the specified time, shall be punctually reported by the Selected Bidder to the Contract Supervisor in writing. Failure by the Selected Bidder to render punctual written notice of said problems constitutes default, as time is of the essence.

3.6 Inspections - The Contract Supervisor, or his designee, shall have the authority to require that work be stopped to allow inspections as he deems appropriate.

3.7 Omissions - The Selected Bidder shall be responsible to the City for all acts and omissions of; their employees, Subcontractor(s), and, Manufacturers whose products are utilized in the performance of the work.

3.8 Intent to Perform - The Selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as relates to the time of performance. Submittal of a quotation shall be prima facie evidence of the Selected Bidders intent to comply with this specification.

3.9 Interpretation of the Approximate Quantities - The Selected Bidder understands 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 Selected Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other conditions pertaining thereto.

3.10 Detailed specifications -

3.10.1 The Selected Bidder shall perform work in accordance with the Monthly Schedule issued by the Contract Supervisor, or his designee.

3.10.2 The Selected Bidder shall deliver daily VIA email, facsimile, or in person, a detailed work schedule to identify the specific work in progress to the Contract Supervisor or his designee.

3.10.3 Hours of Service - Work shall be performed by the Selected Bidder between (seven) 7:00am and dusk, Monday thru Friday. Work shall not be performed on Saturday or Sundays unless specifically authorized in writing by the Contract Supervisor. The bidder will not be allowed to work during any City recognized holiday without prior written notice.

3.11 Maintenance of Swale Liners -

3.11.1 If the liner is under water, Selected Bidder shall start at the outfall and work their way back to the beginning of the block, this will alleviate any blockage in the liner.

3.11.2 Selected Bidder shall edge the liner during each rotation.

3.11.3 Selected Bidder shall weed eat along the liner if necessary.

3.11.4 Selected Bidder shall shovel out and remove any and all debris i.e. sand, grass clippings, & debris from all the liner. At the end of each daily work shift, all accumulated material must be dumped at the city designated site unless prior approval by the contract administrator or his designee to temporarily leave along the city Right of way is authorized. If the city allows overnight storage of material, they are to be secured with DOT reflective cones. The site must be restored to equal or better condition, which may

require replacement sod within **twenty-four (24) hours**. This decision will be at the contract administrator or their designee's discretion.

3.11.5 The City will provide the site where debris shall be hauled to. The Selected Bidder will be required to provide cubic yard reports of debris removed at the beginning of the following work week.

3.11.6 Selected Bidder shall be required to shovel dirt and debris out of all culverts and outfall pipes up to 3 feet, bidder shall also be required to shovel clean and edge concrete pads at culvert ends.

3.11.7 Selected Bidder shall also be required to re-peg any loose liner during each rotation. It will be the bidder's responsibility to inform the Contract Supervisor approximately how many pegs the bidder's requires, the pegs will be provided by the City. All damaged liner is to be highlighted on map and reported to the contract supervisor or his designee the beginning of the following work week. The Selected Bidder will be required to repair all liner that is damaged or unsecured during each rotation, no exceptions. If swale liner is observed to be damaged as a result of an improved property, the contract supervisor or their designee will forward the violation to Code enforcement.

3.11.8 The Selected Bidder contractor shall not travel over any driveways during the course of the cleaning operation. Additionally, the City discourages driving equipment onto the swale of improved properties when retrieving accumulated debris. If the swale area becomes disturbed the contractor will immediately repair to the same or better which may include installing new sod at the contract administrator (or the designees) discretion. Seeding will not apply as a restoration tactic.

4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 Proposal Guaranty - A Bid Bond, certified check, cashiers check, bank money order, bank draft of any national or state bank, or cash, in a sum of not less than five percent (5%) of the amount of the bid, made payable to the "City of Port St. Lucie", **(NO personal or company check will be accepted)** shall accompany each proposal as a guarantee that the Selected 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. The Payment and Performance Bonds will be subject to the provisions and limitations of Section 255.05 of the Florida Statutes.

4.2 Return of Proposal Guaranty - After the bid prices have been compared, 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, and all required Performance and Payment Bonds provided, after which they 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 Selected Bidder shall execute the Contract, deliver the required Insurance Certificates and policies, and

other documentation, and furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Chapter 255.05, Florida Statues, in the amount of 100% of the Contract price. 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. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect until one (1) year after work required has been completed and accepted by the City.

4.4 Failure to Execute - The failure on the part of the Selected Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award. 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 Municipality, 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 Municipality 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 - Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder shall maintain insurance coverage reflecting the minimum amounts and conditions required by the City as follows. **Insurance requirements are defined in the Contract of this bid package.**

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

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

6. ADDITIONAL INFORMATION

6.1 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Contract Supervisor 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**. 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 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.

(Balance of page left intentionally blank)

Bid Reply Sheet
Sealed Bid #20110053R
Drainage Swale Liner Maintenance

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.

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: _____ %

Fixed prices per mile:

Type of Area	Est. # of miles	Rotations	Total miles cleaned	Fixed price per mile	Total Dollar amount per number of rotations
Drainage Swale	838	4 Sept, Dec, Mar & June	3,352		
Drainage Swale	838	5 May, July, Sept, Nov, Feb to April	4,190		
Drainage Swale	838	6 Jan, Mar, May, July, Sept, Nov, or bi-monthly	5,028		

Award is to be based on the Total dollar amount

- Estimated time to complete one cycle of drainage swale maintenance _____
- What percentage of your pricing is fuel costs: gasoline _____ diesel _____

5.3 Time charges for work performed beyond contract requirements @ per hour $_____
(includes, labor, vehicle, hand tools and equipment)

Bidders are cautioned that the anticipated miles 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 total shall be entered in the "Total" column for each separate item

5.4 Bidder proposes to use a subcontractor for Items listed above: Yes __ No__

_____

_____

_____

(Include business name, contact person, telephone number)

5.5 Bidders List of all equipment expected to utilize in execution of work, as required in Section 2.11 of the specifications:

Manufacturer Part No.

_____

_____

_____

_____

5.6 Bidders are required to list three (3) current or past projects that are similar in size and scope, as required in Section 2.12 of the specifications:

Company Name	Contact Name	Telephone Number

6. **INSURANCE CERTIFICATES** - 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.

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

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

9. **CERTIFICATION**

I, (print) _____ am 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.

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

_____ _____

Signature Title

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

(seal)

(Balance of page left intentionally blank)

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5222

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

Bid/RFP Number: **20110053R**

Title: **Drainage Swale Liner Maintenance**

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 after receipt to 772-871-7337.

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

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Thank you.

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

CITY OF PORT SAINT LUCIE
CONTRACT FORM

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor, address,* Telephone No. ( ) ____ Fax No. (*) _____, hereinafter called "Contractor", party of the second part.

RECITALS

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

(Scope of Work Here)

CONTRACT SUPERVISOR

As used herein the Contract supervisor shall mean John Dunton, at (772) 344-4035, 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 **#20110053R Drainage Swale Liner Maintenance,** including drawings, pages number 1 thru 29 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 termination 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 based upon contractor's actual performance as directed by contract supervisor and verification of work completed, 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:

Fixed prices per mile:

Type of Area	Est. # of miles	Rotations	Total miles cleaned	Fixed price per mile	Total Dollar amount per number of rotations
Drainage Swale	838	4 Sept, Dec, Mar & June	3,352		
Drainage Swale	838	5 May, July, Sept, Nov, Feb to April	4,190		
Drainage Swale	838	6 Jan, Mar, May, July, Sept, Nov, or bi-monthly	5,028		

Time charges for work performed beyond contract requirements @ per hour $_____
(Includes labor, vehicle, hand tools and equipment).

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

Payments shall be made within thirty (30) days of receipt of Contractor's invoice, 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 accompanied by adequate supporting documentation and approved by Contract Supervisor.

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

All invoices and correspondence relative to this Contract must contain the 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

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, intentional or 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 agrees, on a primary basis and at its sole expense, 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 that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and the City shall not be obligated to provide any insurance coverage other than for the City or extend its sovereign 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, or 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 agrees to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000 each accident, $100,000 each disease/employee, $500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. 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 insurer's clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a Municipal Corporation, 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, a Florida Municipal Corporation, its officers, employees and agents for Contract #20110053R-LL.** The Certificate of Insurance and policy shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this 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.

Contractor will be required to carry and show proof of Product Liability insurance with limits of $1,000,000 per occurrence, $2,000,000 aggregate.

The Contractor agrees 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 agrees 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 is the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above and any additional insurance requirements needed to perform the scope of work as described herein.

All deductible amounts will 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."

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

PERFORMANCE AND PAYMENT BONDS

The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Chapter 255.05, Law of Florida, in the amount of 100% of the contract price. 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. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect until one (1) year after work required has been completed and accepted by the Municipality.

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

SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION VII
WORK CHANGES

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

SECTION VIII
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work done is to comply with all local, state and federal laws and regulations.

SECTION IX
CLEANING UP

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

SECTION X
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms

of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

SECTION XIV
LICENSING

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

SECTION XV
SAFETY PRECAUTIONS

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

SECTION XVI
ASSIGNMENT

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

SECTION XVII
TERMINATION

. 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 XVIII
LAW AND VENUE

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

SECTION XIX
APPROPRIATION APPROVAL

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

SECTION XXI
RENEWAL OPTION

In the event the Contractor offers in writing three (3) months, prior to the termination of this contract, to provide the identical services required in this contract in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, extend this contract at the agreed upon price for an additional five (5) year term.

The City will consider fuel and labor adjustments independently. For the purposes of these adjustments, Gasoline is hereby considered to be ___% of the unit price and Diesel is ___% of the unit price. The City will consider annual fuel adjustments, only if fuel prices rise or decline 10% or more in that six (6) month period, based on the CPI-U – Consumer Price Index – All Urban Consumers - Energy Index. The City will consider annual labor adjustments base according to the Florida Research and Economic Information Database (FREID) for the previous twelve (12) months. For this adjustment, ___% of the unit price is considered Labor. The City will not allow contract adjustments, up or down, to exceed 5% in any one contract year. These increases will be effective on the contract anniversary date.

(Balance of page left intentionally blank)

SECTION XXII
ENTIRE CONTRACT

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

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

CITY OF PORT ST. LUCIE, FLORIDA
By: _____
City Manager

ATTEST:
By: _____
City Clerk

By: _____
Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No:: _____

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

WITNESS my hand and official seal, this _____ day of _____, 2012.

_____
Notary Signature

Notary Public-State of: _____ at Large.

My Commission Expires: _____. (*seal*)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Name of Business)

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

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

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

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

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

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

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

_____
Bidder's Signature

_____
Date

STATEMENT OF NO BID

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

Bid: #20110053R

Bid Title: Drainage Swale Liner Maintenance

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 #20110053R
Drainage Swale Liner Maintenance

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 and notarized.

_____ 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 with:

- Bidders Name and Address
- Bid Number: 20110053R-LL
- Bid Title: Drainage Swale Liner Maintenance
- **Bid Opening Date & Time: May 30, 2012 @ 10:30 am**

_____ Drug Free Workplace Form
_____ Bid Bond
_____ 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 5
_____ Have reviewed the Contract and accept all City Terms and Conditions
_____ One (1) original and three (3) copies of required documents **(NO RINGED BINDERS)**
_____ List of five (5) References/Projects
_____ List of Equipment

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET